



## **LEASE**

Between

**LESSOR'S LEGAL NAME**

and

**THE STATE OF MAINE**  
**Department of Administrative & Financial Services**  
**Bureau of General Services**  
**Division of Leased Space**

on behalf of the

**NAME OF AGENCY OCCUPYING SPACE**

for the Leased premises located at

**LEASED SPACE ADDRESS**

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This Lease is made and entered into on \_\_\_\_\_ by and between **Lessor's legal name**, a **State of incorporation type of entity**, whose address is **Lessor's address**, for itself, its heirs, executors, administrators, successors and assigns (hereinafter called the "Lessor") and the State of Maine, Department of Administrative & Financial Services, Bureau of General Services, Division of Leased Space, whose address is 77 State House Station, Augusta, Maine 04333 (hereinafter called the "Lessee") on behalf of **name of agency occupying space**, WITNESSETH:

**1. LEASED PREMISES:**

The Lessor does hereby Lease, demise and let to the Lessee the following premises:

- a) Commercial office space in a building (the "Building"), located at **leased space address**, (the "Land") containing a net usable area of **square footage** square feet of interior space on **floor level**; and
- b) **reserved or unreserved** parking spaces, at Lessor's expense, located at **address where parking is located** (the "Parking").
- c) The Land, Building and Parking are collectively referred to herein as the "Leased Premises".
- d) Lessor herein warrants that it owns the Leased Premises free and clear of all encumbrances except for the following: **list encumbrances**
- e) Lessor Title Reference is as follows: Book **Book #**, Page **Page #**, **name of county** County Registry of Deeds.

**2. TERM:**

- a) The term of this Lease shall be for **# of years** years commencing upon written acceptance of the Leased Premises by the Lessee. Acceptance by the Lessee shall be in the form set forth in Commencement Notice, (**Exhibit B**), attached hereto and made a part hereof. In the event that commencement occurs after the first day of the month, a partial first month shall be added to the initial term of this Lease.
- b) The Lessee shall have no obligation to accept the Leased Premises until all construction, renovation, and fit-up work described in **Exhibit F** has been completed in accordance with the requirements set forth therein, to the satisfaction of the Lessee; and all items detailed in **Exhibit B** have occurred, with substantiating documentation submitted to the Lessee confirming such occurrence, and such documentation having been accepted by the Lessee as proof thereof prior to the commencement of this Lease.
- c) The anticipated date of commencement is **anticipated date**. In the event the date of commencement is delayed for any reason, Lessor shall give the Lessee written notice of such delay no later than thirty (30) days prior to the anticipated date of commencement. The notice shall include the reasons for the delay and the new anticipated date of commencement. If the delay in the anticipated date of commencement is more than thirty (30) days, the Lessee may terminate the Lease without any obligation to the Lessor.

**3. RENTAL:**

The Lessee shall pay Rent (herein defined as "Base Rent" and "Tenant Improvement Payment") as reflected in the charts below:

Base Rent

Years	Square Feet	Cost Per Square Foot	Annual Rent	Monthly Rent
# of years	# of sq. ft.	cost per sq. ft.	annual rent	monthly rent

#### Tenant Improvement Payment ("TI Payment")

Years	No. of Total Payments	Square Feet	Cost Per Square Foot	Annual TI Payment	Monthly TI Payment
# of years	# of payments	# of sq. ft.	cost per sq. ft.	annual rent	monthly rent

#### Base Rent and;

- a) Tenant Improvement Payments are payable in arrears for the entirety of the Lease term, in accordance with the State's usual accounting procedures, commencing with the first month of occupancy as established by the provisions of Section 2.
- b) In the event commencement occurs after the first day of a month, the first month's rent shall be prorated to the end of that month, payable in arrears; a partial first month shall be added to the initial term of this Lease.

#### 4. **RENEWAL:**

The Lessee shall have the option at its sole discretion to renew this Lease for # of renewal options terms of # of years years, or any portion thereof, upon the same terms and conditions, except for rent which shall be:

Years	Square Feet	Cost Per Sq. Ft.	Annual Rent	Monthly Rent
1 <sup>st</sup> Renewal Option	# of sq. ft.	cost per sq. ft.	annual rent	monthly rent
2 <sup>nd</sup> Renewal Option	# of sq. ft.	cost per sq. ft.	annual rent	monthly rent

#### 5. **HOLDOVER:**

At the termination of this Lease or any renewal thereof, the Lessee may continue in possession on a month-to-month basis at the fixed base rent last in effect during the expired Lease term and subject to the terms, conditions and covenants contained in the Lease prior to the expiration or termination. If either party gives the other party a written notice of termination such termination notice shall be given sixty (60) days before the premises is to be vacated. Should the notice specify a termination date prior to the end of a month, the rent shall be prorated to the date specified in the notice.

#### 6. **ASSIGNMENT AND SUBLETTING:**

The Lessee may not assign this Lease. The Lessee may not sublet the Leased Premises without the written consent of the Lessor, which consent shall not be unreasonably withheld; provided, however, the Lessee, without the consent of the Lessor, may permit another agency of the State of Maine to occupy and use all or a portion of the Leased Premises.

#### 7. **DAMAGE TO LEASED PREMISES:**

Lessee and Lessor agree that in the event of fire or other damage to the Leased Premises, the party first discovering the damage shall give immediate notice to the other party.

Repairs: If the Lessor fails to make any repairs, replacements and/or work within (a) twenty-four (24) hours after the date of written notice of same from the Lessee in the case of essential systems, the failure of which renders the Leased Premises untenable, or (b) seven (7) days after the date of written notice from the Lessee, then such failure shall constitute a default. In addition, the following provisions apply.

- a) In the event of damage to the Leased Premises that can be repaired within ninety days Lessor shall thereupon expeditiously, at Lessor's expense and in a good and workmanlike manner, undertake such repairs as are necessary to restore the Leased Premises to its previous condition; and
- b) Regardless of the length of time that repairs take to complete, during the period Lessor is making repairs to the Leased Premises, the rent herein shall be abated in proportion to the amount of space in the Leased Premises, which is not available to and usable by Lessee as a result of such loss and/or work. The abatement shall continue until such time as Lessor has fully restored the Leased Premises in accordance with Exhibit F and to Lessee's satisfaction; and
- c) Termination: In the event of damage to the Leased Premises that has not been repaired within ninety (90) days, the Lessee, at its sole discretion, may terminate the Lease without liability to Lessor and without further obligation to make rental payments.

**8. COVENANTS OF THE LESSEE:**

The Lessee agrees that it will:

- a) Pay rent as set forth in Section 3;
- b) Be responsible for utilities and services as described in (**Exhibit D**);
- c) Use and occupy the Leased Premises in a careful and proper manner;
- d) Permit the Lessor or its agent upon adequate notice to enter the Leased Premises to inspect the same and to make such repairs as are necessary for the safety, comfort, and preservation of the Leased Premises;
- e) Not commit nor suffer any waste on the Leased Premises;
- f) Not permit any other person to carry on therein any offensive trade or business;
- g) Not use the Leased Premises for any purpose other than for general office purposes;
- h) Not engage in any hazardous activity on the Leased Premises so as to substantially increase the cost or risk the cancellation of fire, casualty or liability insurance;
- i) Peaceably quit and deliver up the Leased Premises to the Lessor at the termination of this Lease in as good order and broom swept condition, reasonable wear, tear, and obsolescence and unavoidable

casualties excepted, as they are in at the beginning of the term of this Lease and shall surrender all alterations, additions and improvements, except office furniture, fixtures and equipment put in at the

expense of the Lessee;

- j) Be responsible for any and all loss or damage caused to any and all personal property of the Lessee or under the control of the Lessee located, in, on, or about the Leased Premises, unless the loss or damage is as a result of the negligence or willful acts or omissions of the Lessor or Lessor's officers, agents or employees;
- k) Pay for cost of voice and data communication;
- l) Be responsible for installation of all telecommunication jacks and making all final connections, and for maintenance and repair of all telecommunication wiring;

**9. COVENANTS OF LESSOR:**

The Lessor agrees that it will:

- a) Maintain the Leased Premises, consistent with (**Exhibit C**) (including the roof, structural components, exterior of the building, HVAC system and HVAC preventive maintenance) and fixtures in good repair and tenantable condition during the term of this Lease and any renewal or any holdover period. Maintenance, repairs, and painting will be done during non-work hours except in an emergency situation or as agreed to by the Lessee. If the Lessor does not commence repairs within a reasonable period of time (seven (7) calendar days for health & safety matters or thirty (30) days for other Leased Premises repair matters) after notification of the need for repairs or maintenance, the Lessee may, at its sole discretion, have the repairs made and charge the total repair amount to the account of the Lessor in the form of rent withheld during the next month or months;
- b) Allow the Lessee to occupy the Leased Premises peaceably and free from the lawful claims of all other persons during the term of this Lease and any renewal or holdover period;
- c) Be responsible for providing, and paying for, utilities and services as described in (**Exhibit D**);
- d) Provide and maintain the Leased Premises environment as described in (**Exhibit C**);
- e) Carry the following insurance during the Term of this Lease and any renewal term and extension thereof;
  - i. Workers' compensation insurance, as required by Maine law, covering Lessor and Lessor's employees;
  - ii. "All Risk" insurance (including, without limitation, fire and extended coverage) on the Leased Premises in an amount equal to the replacement value of the Leased Premises;
  - iii. General liability insurance, with limits of not less than two million dollars (\$2,000,000) per year and one million dollars (\$1,000,000) per occurrence; provided, however, that Lessee may specify higher limits, which higher limits shall be procured by Lessor within sixty (60) days after they are specified by the Lessee. Such general liability insurance (a) shall pertain specifically to the Leased Premises and shall not include other locations owned, Leased, operated or maintained by Lessor; (b) shall include as an additional insured any person undertaking any of Lessor's obligations hereunder; and (c) shall further include contractual coverage for Lessor's indemnification obligations contained in this Lease;



- iv. Automobile liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is \$1,000,000 of any one accident or loss; and
  - v. All such insurance shall be written by reputable, financially responsible insurance carriers licensed to do business in Maine. At the commencement of the Term, and annually thereafter, Lessor shall have Lessor's insurance carrier(s) furnish Lessee with certificate(s) evidencing that all insurance required by this Lease has been secured and is being properly maintained. These certificates shall also specify the name(s) of the insurance carrier(s), policy number(s) and expiration date(s). Such policies also shall provide that in the event of cancellation or substantial change prior to expiration or termination of this Lease, Lessee will be given not less than thirty (30) days prior written notice by certified or registered mail of such cancellation or change. Lessor shall, on request, permit Lessee to examine the most recent (to include original) policy and the new, subsequent or replacement insurance policy. Lessee is not obligated to reimburse Lessor for increases in premiums.
  - vi. The Lessor shall provide the Lessee with certificates of insurance annually during the Lease Term, including any renewals or extensions. The certificates shall certify that all insurance policies required under this Lease are in effect and provide at least thirty (30) days' written notice to the Lessee prior to cancellation or material modification of coverage. Failure to provide evidence of such insurance shall constitute a material breach of this Lease.
- f) Pay all Taxes and other assessment on the Leased Premises;
  - g) Meet with Lessee's representative as necessary to review and discuss the condition of the Leased Premises, (i.e., maintenance, repairs and janitorial issues);
  - h) Provide for rapid ice and snow removal from steps, walkways, doorways, sidewalks and parking lots, including shoveling & sanding as needed, to be accomplished prior to normal working hours (or during working hours if more than a three-inch (3") build-up of snow occurs). Piled snow shall be completely removed from steps, walkways, doorways, sidewalks and all the parking spaces in the Parking Lot within Twenty-four (24) hours. Winter sand shall be swept and removed by May 20<sup>th</sup> of each year;
  - i) Lessor shall operate and maintain the building's HVAC systems so that the Relative Humidity ("RH") in the Leased Premises is maintained between 30% and 60%, measured at the center of the occupied space at a height of approximately 4 feet above the floor, during normal business hours. Measurements shall be taken in accordance with ASHRAE Standard 55 and ASHRAE Standard 62.1 (latest editions). Lessor shall promptly correct any failure to maintain RH within these limits.
  - j) Furnish and maintain walks and lined and lighted parking spaces in compliance with Public Law 2020, Chapter 573, effective February 27, 2020, which states any new parking lot construction or restriping must contain the minimum number of accessible parking spaces as set out in section 208.2.4 of the ADA Standards for Accessible Design;
  - k) Provide Lessee, at Lessee's request, with any information needed by Lessee to comply with all applicable state and federal reporting requirements (including, without limitation, capital Lease reporting requirements);
  - l) Provide property management services to the Leased Premises;

- m) Lessor will comply with all Exhibits attached to and incorporated into this Lease Agreement, including but not limited to any plans, specifications, requirements, and forms;
- n) Lessor shall cooperate with Lessee to meet the requirements of 38 M.R.S.A. § 2137(3). Lessor shall provide waste disposal service (Exhibit D & Exhibit C, Section A, (IV) Operational Requirements, (e)) at Lessor's expense and provide containers in an appropriate area on site for the temporary storage of recyclable materials. Lessor shall also, at Lessor's expense, be responsible for providing a lockable dumpster with locks and dumpster pad (if applicable) and pick-up of all non-recyclable materials;

#### **10. OTHER COVENANTS:**

The Parties agree:

- a) Lessor shall be solely responsible for conducting and paying for the initial testing of the Leased Premises for air quality, mold, and any hazardous materials. Lessor shall provide Lessee with a complete copy of all reports, test results, and related recommendations within twenty-four (24) hours of such information becoming available to Lessor.
  - i. If any such testing reveals the presence of mold, hazardous materials, or other air quality issues requiring corrective action, Lessor shall, at its sole cost and expense, promptly remediate and restore the Leased Premises in accordance with Exhibit F.
- b) At any time after the Commencement Date, upon written request from Lessee, Lessor shall conduct air quality and mold testing of the Leased Premises. If the test results are negative (i.e., no presence of mold or other air quality issues requiring professional cleaning, remediation, or recommendations), Lessee shall reimburse Lessor for the full cost of such testing within thirty (30) days of receipt of written documentation of the expenses incurred.
- c) However, if the test results are positive and indicate the presence of mold or other air quality issues necessitating professional cleaning, remediation, or further recommendations, Lessor shall be solely responsible for one hundred percent (100%) of the costs associated with:
  - i. Both the initial and any follow-up testing,
  - ii. All remediation efforts, and
  - iii. Any related expert recommendations.
- d) In the event any portion of the Leased Premises becomes unusable by Lessee due to such conditions, Lessee shall be entitled to a proportionate abatement of Rent corresponding to the affected square footage. Such abatement shall continue until the Lessor has fully restored the impacted portion of the Leased Premises in accordance with Exhibit F and to Lessee's reasonable satisfaction.
- e) The Lessee may make interior alterations, improvements and attach fixtures in the premises, provided any alterations, improvements, or attachment of fixtures which would affect the structural parts of the building or its heating, plumbing, or electrical systems, shall not be performed by the Lessee without the prior written consent of the Lessor.
- f) The Lessee, with prior written consent of the Lessor, may attach informational signs in or upon the premises, provided attachment of informational signs to the exterior of the premises shall be performed in a workman like manner;
- g) As requested by Lessee, alterations, improvements, or attachment of fixtures may be made by Lessor

or Lessor's contractor, provided the cost does not exceed \$50,000.00 per request, without an amendment to this Lease, pursuant to the provisions below;

- h) The process for requesting and approval of alterations, improvements, or attachment of fixtures in an amount up to \$50,000.00 per request is:
- i. Lessee may request any such change by making a written request describing the change to Lessor (which written request shall be referred to herein as "Lessee's Renovation Request"). Any such request shall be subject to Lessor's approval. Approval as to non-structural changes shall not be unreasonably withheld. Provided that no renovations shall change the nature of the use. Structural changes shall be in Lessor's sole discretion;
  - ii. Lessor shall have fourteen (14) days after receipt of Lessee's Renovation Request, or such additional time as the parties may agree, to notify Lessee of the costs necessary to complete renovations as a result of Lessee's Renovation Request. If Lessee elects to authorize Lessor to proceed with the request, it shall do so in writing and Lessee furthermore shall be deemed to have accepted the cost specified in Lessee's Renovation Request;
  - iii. Upon completion of the Renovations, Lessor shall prepare a final reconciliation based on the cost specified in Lessee's renovation request as approved by the Lessee. The Lessor shall provide substantiating documentation of the completed work, such as copies of Vendor Invoices and evidence of Lessor's payment made to the Vendor. The Lessee shall reimburse 100% of the agreed costs through a lump sum payment to the Lessor within thirty (30) days.

**11. COMPATIBLE TENANT:**

The Lessor may not Lease other space in the building without the written consent of the Lessee, which consent shall not be unreasonably withheld.

**12. QUIET ENJOYMENT:**

Upon payment, by the Lessee, of the rent herein provided and upon observance and performance of all covenants, terms and conditions on the Lessee's part to be observed and performed, the Lessee shall be entitled to the beneficial use and peaceful enjoyment of the premises for the term thereof without hindrance or interruption by Lessor or any other person or persons, regardless of whether they are claiming by, through, or under the Lessor.

**13. STATE HELD HARMLESS:**

The Lessor agrees to indemnify, defend and save harmless the State of Maine and the Lessee, its officers, agents and employees from any and all claims, defense thereof, and losses accruing or resulting to any person due to the negligence or willful acts or omissions of the Lessor.

**14. NON-APPROPRIATIONS:**

This Lease is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Lessee in excess of such appropriations. The Lessee agrees to use good faith efforts to seek appropriations in an amount sufficient to meet its obligations under this Lease. In the event that funds are not appropriated, or the amount of funds appropriated to the Lessee are reduced such that the Lessee determines that it cannot meet its obligations under this Lease, the Lessee, upon thirty (30) days written notice to Lessor, may terminate this Lease without further obligation.

**15. MUNICIPAL ORDINANCES:**

The parties acknowledge and agree that, in accordance with **5 M.R.S. § 1742-B**, the Leased Premises shall comply with any applicable municipal ordinances governing the construction and alteration of buildings and shall be subject to any applicable inspections.

**16. NOTICES:**

All notices required under this Lease must be in writing and delivered by certified mail, return receipt requested, or by email with electronic confirmation of receipt. Notices shall be deemed delivered (i) three (3) business days after mailing, or (ii) on the date of electronic confirmation of receipt if sent by email.

**Lessor:**

Lessor's legal name

Lessor's address

Lessor's contact name

Lessor's tel. #

Lessor's email address

**Lessee:**

Administrative and Financial Services

Bureau of General Service

Division of Leased Space

77 State House Station

Augusta, ME 04333-0077

207-624-7357

name of agency occupying space

agency contact's name

agency contact's telephone #

agency contact's email address

**17. TERMINATION IN EVENT OF MATERIAL VIOLATION OR DEFAULT:**

In the event of a material violation of the terms of this Lease by either party, and upon failure of that party to bring itself into compliance with the terms of this Lease upon thirty (30) days-notice of receipt of the violation by the other party, such other party shall have the right to terminate this Lease upon a further thirty (30) days-notice. The failure of either party to give notice of a material violation shall in no event constitute a waiver of any of the terms of this Lease.

**18. ESTOPPEL CERTIFICATES:**

- a) Lessee shall, within thirty (30) days after a request by Lessor, execute, acknowledge and deliver to Lessor a written statement (i) certifying that the Lease is unmodified and in full force and effect (or,
- b) if there have been modifications, that the Lease is in full force and effect as modified, and stating the modifications), (ii) specifying the date to which rent has been paid (iii) stating whether, to Lessee's knowledge, Lessor is in default in performance or observance of its obligations under the Lease, and, if so, specifying each such default, and (iv) stating whether, to Lessee's knowledge, any event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default by Lessor under the Lease, and, if so specifying each such event. Lessee shall not be obligated to provide such a written statement more than once every six months.

- c) Lessor shall, within thirty (30) days after a request by Lessee, execute, acknowledge and deliver to Lessee a written statement (i) certifying that the Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified, and stating the modifications), (ii) specifying the date to which rent has been paid, (iii) stating whether, to Lessor's knowledge, Lessee is in default in performance or observance of its obligations under the Lease, and, if so, specifying each such default, and (iv) stating whether, to Lessor's knowledge, any event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default by Lessee under the Lease, and, if so, specifying each such event. Lessor shall not be obligated to provide such a written statement more than once every six months, unless a modification or event has occurred within the previous 6 months, which renders the previous statement no longer accurate.

**19. MEMORANDUM OF LEASE:**

- a) This Lease shall not be recorded.
- b) Lessor agrees to execute a Memorandum of Lease in the form set forth in (**Exhibit A**) and, at its own expense, to record said Memorandum of Lease in the applicable County Registry of Deeds within ten (10) days after Lessee executes this Lease and provides a copy to the Lessee.
- c) Lessor further agrees that in the event this Lease is amended, the Lessor shall, at Lessee's request, execute an amended Memorandum of Lease in a form acceptable to Lessee and shall record said amended Memorandum of Lease in the applicable County Registry of Deeds within ten (10) days after the Lease is amended and provide a copy to the Lessee.

**20. RIGHT OF FIRST REFUSAL:**

The Lessor agrees to provide the Lessee with the "Right of First Refusal" for any vacant space within the premises. The Lessee will have 30 days to respond to Lessor's notice of available vacancy.

**21. CONSTRUCTION AND OTHER DEADLINES:**

- a) Lessor shall acquire title to the Leased premises no later than **date**, and shall thereupon provide to Lessee evidence of Lessor's title satisfactory to Lessee. In the event Lessor does not acquire title to the Leased Premises by this date, Lessee may, at its election and without any liability to Lessor, terminate this Lease by giving written notice of such termination to Lessor.
- b) Lessor shall obtain all necessary state and local permits for the construction of the Building and of the Parking Lot no later than **date**. In the event these permits are not obtained by this date, Lessee may, at its election and without any liability to Lessor, terminate this Lease by giving written notice of such termination to Lessor.
- c) Construction of the Building and Parking Lot shall begin no later than **date**. In the event construction does not begin by this date, Lessee may, at its election and without any liability to Lessor, terminate this Lease by giving written notice of such termination to Lessor.
- d) Lessor shall use its good faith efforts to substantially complete construction of the Building and Parking Lot by **date**. Lessor shall have the right to extend this completion date for up to thirty (30) days by giving Lessee written notice of such extension on or before **date**. In such event, the date to substantially complete construction of the Building and Parking Lot shall be extended as set forth in such notice, but in no event shall this date be later than **date**. Subject to the force majeure provisions

set forth in this section, in the event construction of the Building and Parking Lot is not substantially completed (i) by **date**, if no such notice of extension is given, or (ii) if such notice of extension is given, by the date set forth in such notice, Lessee may, at its election and without any liability to Lessor, terminate this Lease by giving written notice of such termination to Lessor. Construction of the Building and Parking Lot shall be “substantially completed” on the date that Lessor’s architect certifies that construction in accordance with the site plan, building plans and specifications identified in **(Exhibit F)** has been completed so as to make the Building and Parking Lot ready for occupancy, exclusive of minor matters of mechanical or cosmetic adjustment that do not interfere with Lessee’s use of the Leased Premises.

- e) In the event the Certificate of Occupancy and/or Architect’s Certificate of Substantial Completion is not issued by the later of (i) the date by which construction of the Building and Parking Lot is to be substantially completed pursuant to Section 1, or (ii) two (2) weeks after construction of the Building and Parking Lot is substantially completed, Lessee may, at its election and without any liability to Lessor, terminate this Lease by giving written notice of such termination to Lessor.
- f) If the Lessor fails to deliver the Premises by the agreed-upon commencement date due to reasons within the Lessor’s control, the Lessee may, in addition to any other remedies, (i) terminate the Lease immediately upon written notice to the Lessor, or (ii) receive a credit against rent equal to two (2) times the daily rent for each day of delay. The Lessee’s acceptance of delayed possession does not waive any rights or remedies under this Lease.
- g) The deadlines contained in this Section may be extended by the mutual written consent of the parties; provided, however, that neither party shall be obligated to consent to the extension of any deadline.

## **22. CHANGE ORDERS:**

- a) Any changes from the building plans and specifications identified in **(Exhibit F)** shall be considered to be a change order that may result in additional costs and/or delays in the date for completing construction of the Building and Parking Lot. Lessee may request any such change by making a written request describing the change to Lessor (which written request shall be referred to herein as “Lessee’s Change Order Request”). Any such request shall be subject to Lessor’s approval, which approval shall not be unreasonably withheld; provided, however, that no change order shall change the nature of the Building as an office building. Lessor may also submit change orders to the Lessee for its consideration.
- b) Lessor shall have ten (10) days after receipt of Lessee’s Change Order Request to notify Lessee of any additional items necessary to complete construction as a result of the change order and of the additional cost or credit resulting from the change order (which notice from Lessor shall be referred to herein as “Lessor’s Change Order Notice”). Lessee may then elect either (i) to authorize Lessor to proceed with the change by executing and returning Lessor’s Change Order Notice to Lessor, or (ii) to withdraw Lessee’s Change Order Request by so notifying Lessor. In the event Lessee fails to execute and return Lessor’s Change Order Notice to Lessor within ten (10) days after receipt of Lessor’s Change Order notice, Lessee shall be deemed to have withdrawn Lessee’s Change Order request, unless the parties mutually agree otherwise in writing.
- c) If Lessee elects to authorize Lessor to proceed with the change, Lessee shall be deemed to have accepted any time delays specified in Lessor’s Change Order Notice, and the dates for completing construction of the Building and Parking Lot shall be extended by the length of such specified time

delay. Lessee furthermore shall be deemed to have accepted the additional cost or credit specified in Lessor's Change Order Notice.

- d) The beginning of the Initial Term, Lessor shall prepare a final reconciliation of all change orders upon which Lessee has authorized Lessor to proceed and the net additional cost or credit resulting from such change orders. If such reconciliation shows a net increase or decrease in the cost of constructing the Leased Premises, the annual base rent specified in Section 3 shall be increased or decreased, as the case may be. The parties shall enter into an amendment to this Lease confirming the adjusted annual rent and monthly installment figure.

### **23. PROPERTY MANAGEMENT:**

- a) Lessor shall provide Property Management services as follows:
  - i. Lessee or Lessor may request periodic meetings to resolve property management issues.
  - ii. In the event that Lessee is reasonably dissatisfied with Lessor's property manager or with the firm providing property management services for the Leased Premises, Lessee may give written notice of such dissatisfaction to Lessor, which notice shall identify the reasons for the dissatisfaction. The basis for such dissatisfaction may include the amount charged for property management services. Lessor shall have a reasonable time under the circumstances, but in no event more than thirty (30) days after notice, to cure the property management deficiencies. If the deficiencies are not so cured to the reasonable satisfaction of Lessee, Lessee may give written notice thereof to Lessor. Within a reasonable time of such notice of continued dissatisfaction, but in no event more than thirty (30) days after such notice, Lessor shall replace Lessor's property manager or the firm providing property management services for the Leased Premises (as the case may be) with a reputable, price-competitive property manager or firm providing property management services acceptable to Lessor. Nothing in this Paragraph shall limit Lessor's right to replace Lessor's property manager or the firm providing property management services for the Leased Premises.
  - iii. Lessor shall ensure timely communication with the Lessee regarding all matters related to this Lease, including but not limited to, property management issues, maintenance requests, Lease amendments, renewals, or termination. The Lessor agrees to:
  - iv. Designate a primary and secondary point of contact (POC) for all Lease-related matters, whose contact information (including phone numbers, email addresses, and physical mailing addresses) shall be provided to the Lessee upon execution of this Lease.
  - v. Respond to Lessee communications, including calls and emails, within:
    - i. Two (2) business day for routine inquiries or non-urgent issues.
    - ii. Two (2) hours for urgent issues or emergencies that may impair the Lessee's operations or safety.
    - iii. Ensure continuity of communication by notifying the Lessee of any changes to the designated POCs within five (5) business days of such changes.
    - iv. Maintain accessible contact methods, including an email account and phone line that are actively monitored during standard business hours.
    - v. Failure by the Lessor to comply with these responsiveness requirements shall constitute a material breach of this Lease.

### **24. SALE OR TRANSFER OF LEASED PREMISES BY LESSOR:**

In the event the Lessor sells or transfers title to the Leased Premises, the Lessor shall:

- a) Provide written notice to the Lessee within thirty (30) days of the sale or transfer, including:
  - i. The date of the sale or transfer.
  - ii. The name, address, email, and phone number of the purchaser or transferee.
  - iii. If applicable, the name, address, and phone number of the Lender holding any mortgage on the property.
- b) Deliver the following documents to the Lessee within thirty (30) days of the sale or transfer:
  - i. A Subordination, Non-Disturbance, and Attornment Agreement (SNDA) executed by the new owner or Lender, if applicable.
  - ii. A Quit Claim Deed confirming the transfer of title.
  - iii. A Rent Proration Agreement detailing the allocation of rents for the sale or transfer period.
  - iv. An Assignment and Assumption Agreement, executed by the new owner, affirming that the new owner assumes all obligations and liabilities of the Lessor under the Lease.
- c) In order to ensure that the Lessee makes payment to the appropriate owner of the Leased Premises, Lessee shall withhold rental payments until such time that it receives all fully executed documents referenced herein.
- d) Failure to provide these documents within the specified time frame shall constitute a material breach of the Lease.

## **25. MORTGAGES ON LEASED PREMISES:**

- a) Subject to obtaining the non-disturbance agreement referred to below, in this paragraph, this Lease is and shall be subordinate to any present or future mortgage or mortgages, upon the Leased Premises or any property of which the Leased Premises are a part, irrespective of the time of execution or the time of recording of any such mortgage or mortgages. Lessee agrees to promptly execute any instrument reasonably requested by the holder of any such mortgage evidencing such subordination. Any such subordination shall be conditioned upon Lessor obtaining and delivering to Lessee a written agreement by such holder in recordable form and otherwise satisfactory to the Lessee providing that in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Lessee hereunder shall not be disturbed but shall continue in full force and effect so long as Lessee shall not be in default hereunder. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments, and all modifications, extensions, renewals and replacements thereof, and advances thereunder.
- b) Lessee agrees that if any holder of a mortgage obtains title to the Leased Premises as a result of any enforcement or foreclosure of a mortgage, Lessee will, upon request of such mortgagee, attorn to such mortgage and recognize such mortgagee as its Lessor under all the terms and provisions of this Lease. Any attornment pursuant to this Section 21(b). shall occur automatically, but Lessee agrees upon request by Lessor or any such mortgagee, without cost to the Lessee to execute and deliver any instruments reasonably requested to evidence such attornment.
- c) With reference to any assignment by Lessor of Lessor's interest in this Lease, or the rents payable hereunder, (conditional in nature or otherwise) which assignment is made to the holder of a mortgage on the Leased Premises, Lessee agrees that the execution thereof by Lessor, and the acceptance thereof by such holder, shall not be deemed an assumption by such holder of any of the obligations



of Lessor hereunder, unless such holder shall, by written notice to Lessee, assume such obligation and that, absent such assumption, Lessee shall continue to look to Lessor for the performance of Lessor's obligations hereunder; provided, however, such holder shall be deemed to have assumed Lessor's obligations hereunder upon coming into possession of the Leased Premises by statutory foreclosure, by deed in lieu of foreclosure, default, or operation of law, or the taking of possession of the Leased Premises by such holder as a mortgagee in possession. The appointment of a receiver at the request of such holder shall not be deemed to be taking possession by such holder.

**26. FORCE MAJEURE:**

Neither party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents

**27. LAW GOVERNING:**

This Lease shall be governed by and construed in accordance with the laws of the State of Maine.

**28. SEVERABILITY:**

The parties agree that if any provision of this Lease is held to be invalid or unenforceable as applied to any person, party or circumstance, that such shall not in any way be construed to affect the validity or enforceability of the remaining provisions, as may be applied in any other circumstance or to any other person or party.

**29. INTERPRETATION:**

The parties agree that no claim under this Lease, or any defense to a claim, shall be based on the principle that any term or provision in the Lease is ambiguous and should be construed against the drafter of the Lease. The parties hereby acknowledge that they have consulted with counsel, or have had the opportunity to consult with counsel, prior to execution of the Lease.

**30. WAIVER:**

Payment of rent or sums due as additional rent hereunder, by the Lessee, with knowledge of breach by Lessor of the terms and conditions of this Lease shall not be deemed to be a waiver of any obligations of Lessor under the Lease. Failure of Lessee to complain of any act or omission on the part of the Lessor, no matter how long such may continue, shall not be deemed to be a waiver by Lessee of any of its rights. No waiver, express or implied, by Lessee at any time shall be deemed a waiver of a breach of any other provision, clause, item, section or subsection of this Lease or a consent to any subsequent breach of the same or any other provision, clause, item, section, or subsection.

**31. BANKRUPTCY AND INSOLVENCY:**

If Lessor's Leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of Lessor, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Lessor shall receive actual notice thereof, or if Lessor shall be adjudicated a bankrupt, or if Lessor shall make a general assignment of its Leasehold estate for the benefit of creditors, then in any such event, Lessee may terminate this Lease by giving notice thereof to Lessor.

**32. CONDITIONS:**

Notwithstanding any other conditions in this agreement, it is hereby understood that this Lease shall become effective, and occupancy of the premises will occur only when and if there is mutual

agreement that the necessary construction or renovations have been completed to the mutual satisfaction of both the Lessee and the Lessor and that the premises are ready to be occupied. The rental shall begin as of the date of mutual acceptance of the premises.

**33. TOTALITY OF AGREEMENT:**

This Lease (together with the exhibits attached hereto) contains the entire agreement between the parties, and no changes or modifications to the terms here of shall be valid unless in writing and signed by all parties.

**34. ACKNOWLEDGEMENT OF OCCUPANCY CONDITIONS**

By initialing below, both the Lessor and the Department (Lessee) acknowledge and agree as follows:

- a) The Department **shall not** occupy or move into the Leased Premises until a fully executed copy of the Commencement Notice (Exhibit B) has been received by all parties.
- b) The Lessor **shall not** permit the Department to occupy the Leased Premises until the Commencement Notice has been fully executed.
- c) The Lessor affirms that, prior to execution of the Commencement Notice, all conditions required therein, including but not limited to construction completion, delivery of reports, inspections, certifications, and any documentation listed in the Commencement Notice, shall have been fully satisfied and provided to the Department.
- d) The Parties further acknowledge that any occupancy of the Leased Premises by the Department prior to full execution of the Commencement Notice is a material violation of this Lease and may constitute a breach of applicable state procurement rules, space leasing policies, and public health and safety regulations.

**Initials:**

Lessor: \_\_\_\_\_ Department Representative: \_\_\_\_\_

**In WITNESS, WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year first above written.**

**LESSOR'S LEGAL NAME**

\_\_\_\_\_  
Lessor's authorized signatory  
title

Date: \_\_\_\_\_

**NAME OF AGENCY OCCUPYING SPACE**

\_\_\_\_\_  
Agency's authorized signatory  
title

Date: \_\_\_\_\_

**Department of Administrative and Financial Services  
Bureau of General Services**

\_\_\_\_\_  
\_\_\_\_\_  
Jacob Tauke,  
Director, Division of Leased Space

Date: \_\_\_\_\_

**EXHIBIT A - Memorandum of Lease**

The following is a Memorandum of Lease pursuant to Title 33 § 201, Maine Revised Statutes.

**1. NAMES OF ALL PARTIES TO LEASE:**

- a. The Lessor is: **Lessor's legal name**
- b. The Lessee is: State of Maine Department of Administrative & Financial Services, Bureau of General Services on behalf of **name of agency occupying space**.

**2. DESCRIPTION OF LEASED PREMISES:** The Premises consisting of **square footage** of **type of space** located at **leased space address**.

**3. DATE OF LEASE:**

**4. TERM OF LEASE:** **# of years** year Lease beginning on **lease commencement date** and ending on **lease termination date**.

**5. PROVISIONS RELATING TO RENEWALS OR EXTENSIONS:** Lessee has option to renew for **# of renewal options** terms of **# of years** years.

**6. PROVISIONS RELATING TO OPTIONS TO PURCHASE:** None

**LESSOR'S LEGAL NAME**

By: \_\_\_\_\_  
**name of Lessor's authorized signatory**  
**title**

\_\_\_\_\_  
(Date)

**Department of Administrative and Financial Services**  
**Bureau of General Services**

By: \_\_\_\_\_  
Jacob Tauke  
Director, Division of Leased Space

\_\_\_\_\_  
(Date)

**EXHIBIT B - Commencement Notice****LESSOR:** Lessor's legal name**LESSEE:** The State of Maine, acting by and through its Department of Administrative & Financial Services, Bureau of General Services, on behalf of the name of agency occupying space.**LOCATION:** leased space address      **LEASE DATE:**

The undersigned hereby acknowledge and confirm that:

1. The # of years year term of the Lease shall commence on lease commencement date and end on lease termination date, unless renewed in accordance with the terms of the Lease.
2. All construction or renovations to the Leased Premises have been completed to the satisfaction of the Lessee.
3. The City of city name issued an unlimited and unrestricted Certificate of Occupancy on date CO issued.
4. An Architect/Engineer's Certificate of Substantial Completion was issued by architect/engineer's name on date of substantial completion.
5. Lessee is to receive the complete Indoor Environmental Professional (IEP) report of findings that includes observations, concerns and issues, results of any testing conducted, interpretation of these results, and a scope of abatement / remediation if warranted, no later than 14-days in advance, of signing (Exhibit B).
6. Lessee has received Indoor Environment Professional (IEP) Hazardous Materials Assessment report of findings results and recommendations of these tests have been addressed and are found to be satisfactory to Lessee.
7. A Certified Air Balancing Report acceptable to the Lessee.

**LESSOR'S LEGAL NAME**\_\_\_\_\_  
name of Lessor's authorized signatory, title

Date: \_\_\_\_\_

**NAME OF AGENCY OCCUPYING SPACE**\_\_\_\_\_  
Agency's authorized signatory, title

Date: \_\_\_\_\_

Lease #

**Department of Administrative and Financial Services**  
**Bureau of General Services**

Approved by: \_\_\_\_\_  
Jacob Tauke  
Director, Division of Leased Space

Date \_\_\_\_\_

**EXHIBIT C - Environmental and Operational Maintenance Requirements****1. Environmental Requirements:**

The Lessor is to provide and maintain the Leased Premises environment as described below. The Lessor shall move all furniture, fixtures and equipment at its sole cost and expense using vendors from Procurement Services' Pre-Qualified Vendor List (PQVL)

<https://www.maine.gov/dafs/bbm/procurementservices/vendors/pqvls> (RFP 201904070). The Lessor shall not be responsible for the moving of the Lessee's computer data equipment or the personal effects of Lessee's employees. The work shall be accomplished during the Lessee's non-operating hours in a good and workmanlike manner and undertaken in such manner as not to unreasonably interfere with the conduct of the Lessee's business.

- a) Clean and wash all interior and exterior cleanable/washable surfaces and repaint all painted surfaces using commercial-quality paint in neutral colors agreeable to the Lessee once every seven (7) years (except where painting is visibly in disrepair in which case it may be required on a more frequent basis). One or two coats shall be applied as required by the Lessee.
- b) Professionally clean carpets once every (5) five years. Professional cleaning shall include a deep carpet cleaning with hot water extraction. If carpet is damaged, or becomes excessively worn, at any time during the Lease term, the affected carpet shall be replaced. At its own expense, Lessor will replace carpets every (10) ten years with a carpet of equal quality to the existing carpets when new. Lessor at Lessor expense, agrees to hire a vendor from the State of Maine Pre Qualified Vendor List (PQVL) to dismantle, move and upon completion of the flooring replacement, restore Lessee's furniture in compliance with Lessee's current floor plan. Lessee will be responsible for moving its own equipment and personal items.
- c) Provide heating, ventilation and air conditioning systems constructed in accordance with the BOCA Code (Chapter on Mechanical Equipment and Systems) and ASHRAE air ventilation standards in effect on the date of this Lease. Systems shall be capable of providing  $72^{\circ} \pm 2^{\circ}\text{F}$  in heating mode and  $76^{\circ}\text{F} \pm 2^{\circ}\text{F}$  in cooling mode. Temperature controls and zoning of systems air distribution shall be provided such that the maximum variation in temperature in the occupied spaces does not exceed  $4^{\circ}\text{F}$ .
- d) Provide and maintain equipment to meet the minimum positive ventilation rates with outdoor air in accordance with ASHRAE Standards. Under no circumstances shall any type of treated re-circulated air be a substitute for the outdoor air requirements of these tables.
- e) No smoking is permitted within the Leased Premises by any person; if there is a shared HVAC system by the Lessee and other tenant (s), no smoking is permitted in any part of the premises sharing the HVAC system.
- f) Provide a safe environment relative to the following:

**2. Air Quality Standards:**

- a) Lessor warrants that the premises occupied by Lessee's employees comply with statutory requirements for indoor air quality as set forth in **5 M.R.S.A. § 1742 (24)**, as may be amended from time to time, at the time of initial occupancy based upon the employee count, space uses, and distribution identified in **(Exhibit I)** herein.

- b) In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term of this Lease, Lessor agrees to undertake corrective action within 30 days of notice of deficiency by the Lessee or the Maine Bureau of Labor Standards. The notice shall contain documentation of the deficiency, including objective analyses of the indoor air quality.
- c) Lessor and Lessee agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue (s) not being resolved to the mutual satisfaction of either party within 30 days of such meeting, a certified or licensed, Indoor Environmental Consultant (IEC) shall be retained to prepare an objective analysis of air quality, mold, mechanical systems and operations/maintenance procedures. Testing for air quality and mold shall be done at the request and expense of Lessee. Should the analysis support the complaint of the Lessee, the cost of the report and corrective actions shall be borne by the Lessor. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Lessee from the time of initial occupancy, the cost of the IEC shall be borne by the Lessee. In the event that Lessor retains its own IEC to prepare an objective analysis of the indoor air quality and the possible existence of mold spores, a complete copy of Lessor's IEC analyses, reports and results to include all lab results, will be made available to Lessee within 24 hours of Lessor's receipt of said analysis, reports and test results. Lessor agrees to remediate at Lessor's expense.
- d) Failure by the Lessor to correct identified deficiencies in meeting statutory requirements for indoor air quality standards upon completion of the procedures outlined is a material violation of the terms of the Lease and the Lessee shall have the right to terminate the Lease in accordance with Section 17.

### **3. Hazardous Materials:**

- a) Lessor warrants that, to the best of its knowledge and belief, the premises are free of present or potential contamination which may impact the health or safety of the occupants; examples might be asbestos, lead or mold.
- b) The Lessor further warrants that all custodial, maintenance or other activities on the premises which are, or will be, conducted in compliance with applicable hazardous materials statutes and regulations including, but not limited to, as set forth in **Title 38 M.R.S.A. § 1301 et seq.** as may be amended from time to time.

### **4. Asbestos:**

- a) Lessor shall arrange and pay for the testing and results of an asbestos inspection survey of the Leased Premises to be Leased and all common and building support areas, which may affect Lessee occupants or its clients. The inspection will identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with state law and satisfactory to the Lessee. The results of the inspection shall be made a part of this Lease.
- b) In the event that asbestos containing materials are identified which are in the status of "“significantly damaged” or “damaged” (as described in **40 CFR 763**) these materials shall be abated at Lessors expense and in a manner satisfactory to Lessee, including provision for acceptable air monitoring using Phase Contrast Microscopy. Abatement and restoration of tenants Leased Premises, is to include the cost of

moving, storing, and reconstruction of tenant's work areas, and furniture, and is to be arranged and paid for by Lessor.



- c) In the event that asbestos containing materials are identified, but which are not damaged, Lessor shall install an operations and maintenance program satisfactory to Lessee which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in (III) (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to Lessee within 14 days of completion.

## 5. Operational Requirements

- a) Provide an environment that is free of architectural barriers and complies with all Federal and State laws which protect people with disabilities including, but not limited to, the **Americans with Disabilities Act of 1990 (ADA) as may be amended from time to time, and The Maine Human Rights Act, M.R.S.A., Title 5 § 4551 et Seq. (MHRA) as may be amended from time to time.**
- b) Furnish all electrical power distribution, outlets and lighting in compliance with the most current-National Electrical Code standards. Fluorescent lighting fixtures throughout the premises shall be capable of providing illumination levels in accordance with **ANSI/IES Standards for Office Lighting** in effect on the date of this Lease. Lighting for exteriors and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of this Lease;
- c) Replace light bulbs/tubes when necessary;
- d) Make reasonable efforts to provide for rapid ice and snow removal from steps, walkways, doorways, sidewalks and parking lots, including sanding as needed, to be accomplished prior to normal working hours, or during working hours, if ice accumulates or if more than a 3" build-up of snow occurs; remove piled snow completely within 24 hours; sweep and remove winter sand by May 15<sup>TH</sup>;
- e) Cooperate with the Lessee to meet the requirements for waste reduction and recycling pursuant to 38 M.R.S.A. Sec. 2137 et seq. as may be amended from time to time. The Lessor shall provide an appropriate area on-site for temporary storage of recyclable materials. The Lessor shall also provide a site for an appropriate container for non-recyclable materials, i.e. pad for dumpster.
- f) Must adhere to State law that requires that radon testing in homes other than your own be done by persons registered with the Radiation Control Program;

## 6. Operational Maintenance:

The Lessor is to provide the following Operation Maintenance;

- a) **HVAC Repair:** Operation, maintenance, and repair of the heating, ventilation, and air conditioning equipment and systems in compliance with Air Quality Standards specified in the Lease (including air quality) including adjustment or balancing of the system as requested by the Lessee, replacement of filters quarterly, and cleaning of drip pans as necessary to avoid spore build-up. Operation and maintenance of remote-controlled equipment. Testing air quality as necessary.
- b) **Plumbing:** Maintenance and repairs as required for plumbing systems, including hot water heaters, bathroom fixtures, and kitchen plumbing fixtures, including same day maintenance and repairs when possible.
- c) **Electrical Repair** (including bulb replacement): Maintenance of and repairs to electrical system, including wiring, panels, submeters, outlets, switches, and lamping and ballasts, including same day maintenance and repairs when possible;

- d) **Annually test fire alarms** in accordance with NFPA-72, National Fire Alarm Code. Semi-annually test emergency lighting units. Replace all emergency lighting battery packs as recommended by manufacturer.
- e) **Interior Building Maintenance:** Maintenance of and repairs to doors, walls, partitions, window interiors, carpets, ceiling tiles, and other miscellaneous repairs to the inside of the Building.
- f) **Exterior Building Maintenance:** Maintenance of and repairs to exterior walls, windows, and to interior items caused by leaks in these areas.
- g) **Roof:** Regular inspection and maintenance of roof, including cleaning of roof drains, gutters, and scuppers on a regular basis. Control of ice build-up on roof. Flashings and other roof accessories should be observed for signs of deterioration. If interior leaks are detected, the cause should be determined and a solution implemented as quickly as possible to prevent damage to interior finishes. All dampened insulation and ceiling tiles must be replaced within three (3) business days. Inspect annually seams, especially at curbs, parapets, and other places prone to leaks; investigate any ponding, etc. All work on the roof conducted so as to maintain roof warranty.
- h) **Parking Lot Maintenance:** Maintenance of and repairs to walks and parking lot.
- i) **Exterior Lighting Maintenance:** Maintenance of and repairs to exterior lighting fixtures and bulbs, including same day maintenance and repairs when possible.
- j) **Grounds:** Maintain shrubbery, trees, ground coverings, and fencing on premises. Routinely inspect for decaying plants and cleanliness of areas. Annually mulch grounds, collect leaves, and replace foliage if necessary. During summer months, mow/trim grass as necessary to maintain manicured appearance.
- k) **Miscellaneous Maintenance Services and Supplies:** Various services and items, including hardware, pest control, ant traps, plumbing, electrical, HVAC and buildings maintenance supplies that are too minor (but common to facility management) to include specific categories.

**EXHIBIT D - Utilities and Services**

Utilities and Services	Responsibilities	
	Lessor	Lessee
Electricity usage (house meter)	X	
Electricity usage (tenant meter)	X	
Water and sewer	X	
Fuel for heat	X	
Stormwater	X	
Real estate taxes	X	
Building insurance	X	
Sidewalks, roads and parking lot maintenance	X	
Snow removal of sidewalks, roads and parking lots	X	
Janitorial/Custodial	X	
Trash removal	X	
Grounds maintenance	X	
Building electrical maintenance	X	
Building plumbing maintenance	X	
Building general repair and maintenance	X	
Heating and Cooling systems maintenance	X	
Fire protection systems testing and maintenance	X	
Security for Leased Premises – monitoring and maintenance		X
Pest control	X	
Property management services	X	
Misc – Ballast, bulb and tube Replacement	X	

Lease #

**EXHIBIT E - Parcel of Land Description**

**EXHIBIT F - Construction Cost Worksheet, Scope of Work, State of Maine Finish Specifications & Energy Efficiency Requirements, Site Plan, Floor Plan, Building Plans**

<b><u>CONSTRUCTION COST WORKSHEET</u></b>			
<b>SOFT COSTS:</b>	<b>LESSOR</b>	<b>LESSEE</b>	<b>Comments</b>
DESIGN AND PLANNING			
ARCHITECTURE			
ENGINEERING			
PERMITS			
LEGAL			
INSURANCE			
<b>HARD COSTS:</b>			
01 General Requirements			
02 Existing Conditions			
03 Concrete			
04 Masonry			
05 Metals			
06 Wood, Plastics, and Composites			
07 Thermal and Moisture Protection			
08 Openings			
09 Finishes			
10 Specialties			
11 Equipment			
12 Furnishings			
13 Special Construction			
14 Conveying Equipment			
20 Mechanical Support			
21 Fire Suppression			
22 Plumbing			
23 HVAC			
25 Integrated Automation			
26 Electrical			
27 Communications			
28 Electronic Safety and Security			
31 Earthwork			
32 Exterior Improvements			
33 Utilities			
<b>SUBTOTALS:</b>	\$0.00	\$0.00	
<b>SALES TAX</b>			
<b>TOTAL PROJECT COST:</b>	\$0.00		Lessor's subtotal + Lessee's subtotal + sales tax
<b>STATE'S TENANT IMPROVEMENT COST:</b>			
LESSOR'S TI ALLOWANCE TO LESSEE			
<b>TENANT IMPROVEMENT COST TO STATE</b>		\$0.00	Lessee's subtotal - TI allowance

NOTES: Costs are delineated by numbered divisions using the Construction Specification Institute's (CSI) Master Format indexing system. Soft costs such as design and planning, architecture, engineering, permits, legal and insurance are the responsibility of the Lessor. Hard costs relate directly to the actual physical construction including, but not limited to, materials and labor. Costs relating to vanilla box requirements, capital improvements and/or repairs are to be the responsibility of the Lessor. Vanilla box requirements include flooring, painted walls, working electrical outlets, lighting, plumbing, basic fixtures, finished ceiling, windows, heating, and air conditioning. Capital Improvements are to be defined as improvements that increase a building's useful function or service capacity, perform a required extension of "useful life", enhance the quality of services, reduce future operating costs, or upgrade essential parts of the building.

Lease #

**Scope of Work**

## **State of Maine Finish Specifications & Energy Efficiency Requirements**

### **1. General Requirements**

Floor covering, wall covering, furniture partitions, counter surfaces and window treatments will be color coordinated within a harmony of color as designated by the Lessee. Window treatments to be supplied by the lessor.

Lessor will be required to work with Lessee's office design color coordinator in developing the integration of the harmony of colors throughout the office.

### **2. Flooring - Carpet and Tile**

#### **Performance Standards:**

- Construction: Level Loop, Gauge 1/13, Stitch Rate 8.5/inch, Tuft Density 108.8 tufts/sq in.
- Pile Height: 0.117 in. (avg.); Pile Thickness: 0.081 in.
- Density Factor: 8,000 oz/cu yd.
- Fiber: Solution-dyed Nylon 6,6 with static control and soil-resistant treatment.
- Adhesive: Peel-and-stick system, factory-applied.
- Recycled Content: Minimum 40% (broadloom) / 50% (tile).
- Certification: NSF 140 Platinum, CRI Green Label Plus (IAQ).
- Cushion: Recycled closed-cell cushion, 98% recycled content.
- Static Propensity:  $\leq 3.5$  kV per AATCC 134.
- Fire Performance: Class 1 per ASTM E-648 / NFPA 253.
- Warranty: 15 years.
- Recyclability: 100% closed-loop recyclable.
- Manufacturers must operate a take-back and recycling program, no disposal by landfill or incineration.

**Replacement Cycle:** Carpeting shall be replaced every 10 years.

#### **Other Flooring Materials:**

- Entrances, vestibules, kitchens, break rooms, restrooms, lobbies, and other designated areas may be finished with polished concrete, terrazzo, luxury vinyl tile (LVT), ceramic tile, quarry tile, or high-resilience rubber flooring, subject to State approval.

### **3. Ceilings**

- Suspended acoustical tile ceilings: 24" x 48" x 5/8", NRC  $\geq 0.55$ , STC  $\geq 35$ . Armstrong Cortega #769 or equal.
- Suspension: Double-web steel system, 15/16" exposed face (Chicago Metallic, USG DX 24, or Armstrong Prelude).
- Ceiling height shall not exceed 10 ft.

### **4. Acoustical Control**

- Provide unfaced mineral-fiber blanket insulation (ASTM C 665, Type I) in all walls.
- Insulation shall extend floor-to-ceiling, and three feet horizontally beyond partitions above ceiling, to ensure acoustical privacy.

## 5. Lighting

- Interior lighting shall meet the most current ASHRAE 90.1 / IECC energy performance standards.
- Work areas: multiple switching zones, dimming, occupancy sensors.
- All fixtures shall be high-efficiency LED.
- ADA compliant.
- Emergency egress lighting and exit signs must be generator-connected where applicable.
- Exit signs will must be placed where required and must use LED or electroluminescent (LEC) technology. Photoluminescent exit signs permitted if UL-listed.

## 6. Interior Doors & Door Hardware

- Solid-core wood (non-rated locations).
- Fire-rated assemblies per NFPA 80, tested to NFPA 252 / UL 10C.
- Conference rooms, offices, and interview rooms shall include sidelights or full-glass doors as determined by Lessee.
- Security glazing or School Guard Glass may be required in sensitive locations.
- Shelter-in-Place protocol: doors lockable from inside; manual flush bolts allowed.
- Must meet ADA 2010 Standards and ICC A117.1.
- Lever locksets required; panic hardware at egress doors.
- Commercial-grade mortise locksets preferred; heavy-duty bored locksets acceptable in limited applications.
- Master keying required.

## 7. Construction & Materials (CSI Format)

- **Division 1 – Site Construction:** Paving to include 2" binder and 1" wearing course (parking), 1" binder and 1" wearing course (walkways).
- **Division 2 – Concrete:** 3.5" slabs at upper floors (multi-story).
- **Division 3 – Masonry:** Wire-cut brick acceptable; mock-up required.
- **Division 4 – Metals:** Metal stairs with concrete treads and railings.
- **Division 5 – Wood & Plastics:** Vinyl/rubber cove base in carpeted and resilient flooring areas.
- **Division 6 – Doors & Windows:** Low-E insulated glazing; School Guard Glass where required.
- **Division 7 – Finishes:** Metal studs sized for L/360 deflection; 5/8" GWB; ceramic tile with tile base.
- **Division 8 – Specialties:** Flagpoles (lighted aluminum, internal halyard); operable partitions (STC  $\geq 49$ , beam-supported, acoustically isolated); ADA-compliant toilet accessories.
- **Division 9 – Equipment:** Unit kitchens with appliances and cabinetry; garbage disposal optional.
- **Division 10 – Conveying:** Elevators  $\geq 6,000$  lb capacity, stretcher compliant.
- **Division 11 – Mechanical:** Plumbing per Maine Plumbing Code; fixtures must exceed federal baseline for water efficiency (WaterSense). ADA-compliant water fountains. HVAC: 72°F heating / 76°F cooling, programmable controls with manual overrides.
- **Division 12 – Electrical:** Dedicated circuits for computer outlets; occupancy sensors required in all enclosed spaces  $\leq 300$  sf. All lighting LED with advanced controls.

## 8. Other Requirements

- Entry vestibule (airlock) with push paddles.
- At-grade loading area with oversized/double door.
- Motion sensors throughout.
- Radiant heat preferred (new construction).



- Non-operable windows preferred.
- Recycling stations on each floor.
- Dedicated telco and utility rooms.
- Cell repeaters required.

## 9. Compliance

- Must meet ASHRAE 90.1-2019 (or latest adopted version), IECC 2021, and FEMP standards.
- Certifications must be provided by qualified professionals.
- Historic properties may be exempted where compliance would compromise integrity.

## 10. Operations & Maintenance

- Maintain energy consumption records (2+ years).
- Maintain equipment logs (repairs, replacements, damage, modifications).
- Label pumps/pipes with flow and contents.
- All exterior joints, including those around windows, doorframes, walls, roofs, and foundations, must be sealed using appropriate methods such as caulking, gasketing, weather-stripping, or equivalent. Openings such as obsolete chimneys and dumbwaiter shafts must be capped and sealed.

## 11. HVAC Standards

- Programmable thermostats with setbacks (occupied/unoccupied ranges: 55°F–85°F).
- Demand control ventilation in fluctuating occupancy zones.
- Energy recovery required for systems >5,000 cfm, ≥70% outdoor air.
- System balancing and commissioning required; certified reports to be provided.

### Minimum Ventilation System Maintenance Activity

Item	Activity	Min. Frequency*
Filters and air cleaning devices	A	According to O&M Manual
Outdoor air dampers and actuators	B	Every three months or in accordance with O&M Manual
Humidifiers	C	Every three months of use or in accordance with O&M Manual
Dehumidification coils	D	Regularly when dehumidification occurs, but no less than once per year or as specified in O&M Manual
Drain pans and other adjacent surfaces subject to wetting	D	Once per year during cooling season or as specified in O&M Manual
Outdoor air intake louvers, bird screens, mist eliminators, and adjacent areas	E	Every six months or as specified in O&M Manual
Sensors used for dynamic minimum outdoor air control	F	Every six months or periodically in accordance with O&M Manual
Air-handling systems except for units under 2000 cfm	G	Once every five years
Cooling towers	H	In accordance with O&M Manual or treatment system provider

Floor drains located in plenums or rooms that serve as air plenums	I	Periodically according to O&M Manual
Equipment/component accessibility	J	
Visible microbial contamination	K	
Water intrusion or accumulation	K	

**ACTIVITY CODE:**

- a) Maintain according to O&M Manual.
- b) Visually inspect or remotely monitor for proper function.
- c) Clean and maintain to limit fouling and microbial growth.
- d) Visually inspect for cleanliness and microbial growth and clean when fouling observed.
- e) Visually inspect for cleanliness and integrity and clean when necessary
- f) Verify accuracy and recalibrate or replace as necessary.
- g) Measure minimum quantity of outdoor air. If flow rates are less than 90% of minimum required rates of ventilation air, the system shall be adjusted or modified to bring them above 90%.
- h) Treat to limit the growth of microbiological contaminants.
- i) Maintain to prevent transport of contaminants from the floor drain to the plenum.
- j) Keep clear the space provided for routine maintenance and inspection.
- k) Investigate and rectify.

**12. HVAC Devices**

- **Must comply with DOE 2023 efficiency standards:**
  - **Gas furnaces:** AFUE  $\geq 81\%$  ( $\geq 90\%$  condensing in northern climates).
  - **Heat pumps/air conditioners:** SEER2  $\geq 14.3$  (north) /  $\geq 15$  (south).
  - **Boilers:**  $\geq 90\%$  efficiency under 300,000 Btu/h.
  - **Water heaters:** must meet DOE 2015+ efficiency standards; heat pump water heaters encouraged.
  - **Single Zone Systems:** Each heating and cooling system shall include at least one solid-state programmable thermostat capable of setback or shutdown based on day of the week and time of day.
  - **Complex Zone Systems:** Each heating and cooling zone must be individually controlled by thermostatic controls responsive to temperature within the zone.
  - **Off-Hour Controls:** Thermostatic setback controls must be equipped with automatic time clocks or programmable control systems to manage temperature during unoccupied hours.
  - **Setback Controls:** Thermostatic setback controls must maintain zone temperatures as low as 55°F or as high as 85°F during unoccupied hours.
- **Dual System Controls:** Thermostatic controls for dual heating and cooling systems must provide a deadband of at least 5°F to prevent unnecessary heating or cooling.
  - *Exception:* Thermostats requiring manual changeover between heating and cooling modes.
- **Zone Controls:** Zone thermostatic controls must operate sequentially to manage the supply of heating and cooling energy to the zone. These controls shall prevent:
  - Reheating.
  - Recooling.
  - Mixing or simultaneous supply of previously heated and cooled air.
  - Simultaneous operation of heating and cooling systems within the same zone.
  - Exceptions:
    - Zones requiring reheating, recooling, or mixing for ventilation needs consistent with ASHRAE Standard 62.

- Zones requiring special pressurization, cross-contamination control, or code-mandated circulation rates.
  - Zones where 75% or more of the energy for reheating or mixing is derived from site-recovered or solar energy sources.
- **Shutoff Damper Controls:** Outdoor air supply and exhaust ducts must include automatic controls to reduce or shut off airflow during periods of non-use. Spaces with fluctuating occupancy, such as meeting rooms, must utilize demand control ventilation systems.
  - Exceptions:
    - Systems designed for continuous operation.
    - Supply systems with a design airflow rate of  $\leq 3,000$  cfm.
    - Systems restricted by health and life safety codes.
- **Energy Recovery Systems:** Energy recovery systems are required for systems supplying more than 5,000 cfm with at least 70% outdoor air. Acceptable recovery devices include:
  - Enthalpy wheels.
  - Heat wheels.
  - Energy wheels.
  - Desiccant wheels.
  - Membrane or fixed-plate heat exchangers.
- **System Balancing:** Construction documents must mandate balancing of all HVAC systems in accordance with accepted engineering standards.
  - A written balance report must be submitted for HVAC systems serving zones with a total conditioned area.
  - Balance reports must be prepared by certified professionals from organizations such as NEBB, TABB, or AABC.
- **Air System Balancing:** Air systems must be balanced to minimize throttling losses. Fans with system power  $>1$  hp must have fan speed adjusted to meet design flow conditions.
- **Hydronic System Balancing:** Hydronic systems must be proportionately balanced to minimize throttling losses. The pump impeller must be trimmed or the pump speed adjusted to meet design flow conditions.
  - *Exceptions:*
    - Pumps with motors  $\leq 10$  hp.
    - Pumps where throttling results in power draw  $\leq 5\%$  above the nameplate rating or 3 hp, whichever is greater.
- **System Commissioning:** HVAC control systems must be tested to ensure proper calibration and operation. For buildings exceeding 50,000 square feet of conditioned space (excluding warehouses and semi-heated spaces), the HVAC system designer must provide detailed commissioning instructions.

### 13. Water Efficiency

- The temperature of service (domestic) hot water shall not exceed 120°F, as measured at the closest tap to the water heater.
  - *Exception:* Systems dedicated to sterilization or systems utilizing a water heater to meet both domestic hot water and space-heating loads are exempt.
- Fixtures must meet EPA WaterSense standards:
  - Toilets:  $\leq 1.28$  gpf
  - Urinals:  $\leq 0.5$  gpf
  - Lavatory faucets:  $\leq 1.5$  gpm

- Showerheads:  $\leq 2.0$  gpm

#### 14. Lighting

- All general lighting LED, dimmable, with occupancy/daylight controls.
- Exit signs LED or LEC.
- Automatic controls shall be installed throughout the building, excluding areas noted in the exceptions below, to reduce lighting energy use. These controls may include occupancy sensors, automatic daylight controls, or time clock controls, as detailed below:
  - **Occupancy Sensors:** Installed in classrooms, conference/meeting rooms, lunch and break rooms, private offices, restrooms, storage rooms, janitorial closets, and other enclosed spaces  $\leq 300$  square feet. Sensors must turn off lights automatically within 15 minutes of vacancy.
- **Automatic Daylight Controls:** In areas with automatic daylight controls:
  - Daylit zones must be separately controlled from non-daylit zones.
  - Lighting power must be reduced automatically using either:
    - **Continuous dimming:** Reducing lighting to less than 35% of rated power; or
    - **Stepped dimming:** Providing multiple control steps that reduce lighting to 30–50% and 65–100% of rated power.
  - Each daylight control zone shall not exceed 2,500 square feet, and calibration adjustments shall be accessible to authorized personnel.
- **Time Clock Controls:** Areas not requiring occupancy sensors may use time clock controls with manual override switches that limit bypass duration to four hours.

#### 15. Insulation Standards

- **Wood-framed cavity walls:** Minimum R-19.
- **Steel-framed buildings:** Minimum R-13 + R-5 ci (continuous insulation).
- **Mass walls (e.g., concrete):** Minimum R-11.5 ci (exterior insulation) or R-19 (interior insulation).
- **Roofs:** Minimum R-30 ci (above deck insulation) or R-30 + R-6 ci for metal buildings. Wood trusses and attic spaces must meet R-38.
- **Floors Over Unheated Spaces:** Minimum R-30 insulation, which may include carpet and padding.
- **Floors Over Semi-Heated Spaces:** Minimum R-13 insulation.
- **Windows:** All windows must be double-glazed, low-e, and provide an assembly R-value of  $\geq R-2.38$  ( $U \leq 0.42$ ). Skylights must have U-factors  $\leq 0.45$ . Security glazing may be required in designated locations.
- **Doors:** Replacement exterior doors must comply with ANSI air infiltration standards and have insulation values no greater than U-0.37.

**Minimum Pipe Insulation  
(thickness in inches)**

FLUID	NOMINAL PIPE DIAMETER	
	□ 1.5"	> 1.5"
Steam	1.5	3.0
Hot Water	1.0	2.0
Chilled water, brine, or refrigerant	1.0	1.5

- **Air-Handling System Insulation:** All air-handling ducts and plenums installed as part of an HVAC air distribution system must be thermally insulated as follows:

- **Inside Building Envelope or Unconditioned Spaces:** Minimum insulation of R-5.
- **Outside Building Envelope:** Minimum insulation of R-8.
- **Within Building Envelope, Adjacent to Exterior:** Minimum insulation of R-8 separating the duct or plenum from the building exterior.
  - *Exceptions:*
    - Factory-installed plenums, casings, or ductwork provided as part of HVAC equipment.
    - Where it is demonstrated that uninsulated ductwork will not increase building energy costs through heat gain or loss.
- **Duct Sealing:** All ductwork joints, seams (longitudinal and transverse), and connections must be securely fastened and sealed using welds, gaskets, mastics (adhesives), or equivalent recognized sealing methods. The use of duct tape is strictly prohibited as a sealant on metal ducts.

## 16. Energy Audits

For all new Leases or renewals, the Lessor agrees to conduct energy audits using [ENERGY STAR Portfolio Manager](#) in conjunction with an on-site inspection. Based on the findings, the Lessor shall implement cost-effective and reasonable energy efficiency measures during the Lease term to improve the energy efficiency score of the building(s), provided such services are available.

- **Timing:** The Lessor shall conduct the energy audit within twelve (12) months following the commencement or renewal of the Lease.
- **Standards:** The energy audit shall be conducted in accordance with industry best practices and applicable standards, including, but not limited to relevant ASHRAE standards.
- **Implementation:**
  - The Lessor shall prioritize implementing energy efficiency measures identified in the audit that are deemed cost-effective, defined as measures with a return on investment period of ten (10) years or less.
  - The implementation of energy efficiency measures must not interfere with the Tenant's operations or occupancy and shall be coordinated with the Tenant to minimize disruptions.
- **Reporting:** The Lessor shall provide the Department of Administrative and Financial Services (DAFS) – Division of Leased Space with the following:
  - A copy of the energy audit report from [ENERGY STAR Portfolio Manager](#),
  - A copy of the on-site inspection,
  - A plan for implementing any identified energy efficiency measures.
- **Good Faith Efforts:**
  - In cases where implementing energy efficiency measures is not feasible or cost-effective, the Lessor shall provide a written explanation to DAFS.
  - Both parties agree to engage in good faith discussions to explore alternative solutions to improve energy efficiency.

## Site Plan, Floor Plan, Building Plans

Lease #

**EXHIBIT G - Custodial Services General Specifications and Standards of Service**

The Lessor's Provider agrees to complete the project described below in accordance with these specifications and

conditions.

**1. Description of Work:**

The work to be accomplished consists of performing custodial services according to specific frequencies listed. Frequency may not be decreased without written approval/acceptance by the Lessee Representative.

**2. General Relationship:**

Any employee of the Lessor's Provider who may, in any manner, be unsatisfactory to the State (either because of dress, mannerisms, crude habits, criminal records or other reasons) shall immediately be replaced by another employee upon request of the State.

- a) The Lessor's Provider, or any of its representatives or agents agree to treat with the strictest confidence any and all material information, written/verbal or otherwise kept or maintained in the premises being cleaned. Any violation of this confidentiality will make the contract with the Lessor's Provider null and void immediately.
- b) If, in the judgment of the Lessee Representative, the appearance of the area under contract does not meet the standards and services as set forth herein, it will be the Lessor's Provider responsibility to take immediate corrective action.

**3. Supplies and Equipment:**

The Lessor's Provider will furnish all supplies and equipment for accomplishment of all work. Lessor's Provider equipment shall be of the size and type suitable for accomplishing the various phases of work described and/or needed and shall operate from existing sources of the State furnished electrical power, water supply, etc., and shall have a low noise level of operation. Equipment considered by the Lessee to be improper or inadequate for this purpose shall be removed from the job and replaced with satisfactory equipment.

The Lessor's Provider will only be allowed what storage and supply areas are now available and the State will in no way be responsible for lost, damaged or stolen equipment or materials.

- a) Materials and Supplies: The Lessor's Provider shall furnish all materials and supplies required including, but not limited to, hand soap, paper towels, toilet paper, interior and exterior entry mats, plastic liners, sanitary napkins and tampons (when dispensers are provided) and personal seat covers and dispensers. Fixture deodorant/sanitizers or other odor masking materials are not acceptable. If such products are needed, the area has not been cleaned and disinfected/deodorized satisfactorily.
- b) All supplies/materials used shall have the necessary Under-writers seal of approval, be OSHA approved, be non-slip if applicable and will otherwise create no harmful or hazardous conditions. Any doubtful flammable or otherwise harmful materials may be submitted to the State for analysis upon request. If requested, Lessor's Provider will submit a complete listing, by manufacturer's name and/or number, of cleaning supplies, chemicals, and floor finishes he proposes to furnish for this contract. Any of these materials found not satisfactory to the State will not be used, and substituted materials must be approved before use. The Lessor's Provider must maintain on the

State's premises a complete set of MSDS (Material Safety Data Sheets) and have them accessible to the Lessee Representative.

- c) Samples: The Lessee Representative may require samples of supplies before the Lessor's Provider

commences work or at any time during the work to determine compliance with the standards required by these specifications. Any item failing to meet these specifications shall be replaced by the Lessor's Provider with supplies meeting the itemized specifications or required standards.

**4. Use of State Facilities:**

- a) The custodial closet is available for use by the Contractor without cost for the purpose of storing of materials and equipment, excluding flammable materials. Lessor's Provider will be responsible for the orderliness and cleanliness of this closet at all times.
- b) The State will not be responsible in any way for damage to the Lessor's Provider stored supplies, materials, or equipment, the supplies, materials and equipment being used throughout the building; or the Lessor's Provider employees' personal belongings brought into the building occasioned by fire, theft, accident or otherwise.
- c) Upon completing work in each area within the building, the Lessor's Provider personnel will assure that all windows are closed, lights are off, and all entrance doors are locked prior to leaving the area. The preceding would not apply if the Lessor's Provider has completed work substantially prior to the end of the normal workday for State employees. Lessor's Provider employees will park only in areas designed by the State.

**5. Lessor's Provider Personnel:**

- a) Lessor's Provider employees shall not utilize or operate State-owned equipment of any type without specific authorization of the Lessee Representative. This is to include, but is not limited to, all office machines, telephones, etc.
- b) The Lessor's Provider will screen all personnel to assure the State that all employees are of good character. The Lessor's Provider shall employ only personnel skilled or capable of becoming skilled in janitorial work. Contractor's personnel will notify the Lessee Representative of inoperative water fixtures, lights, commodes, damage to buildings and fixtures, or any vermin such as cockroaches, water bugs, silver fish, mice, rats, etc.
- c) Safety: The Lessor's Provider shall be responsible for instructing employees in safety measures considered appropriate. The Lessor's Provider shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such manner to create safety hazards and shall provide appropriate warning signs for slippery floor areas caused by cleaning or waxing operations. Lessor's Provider employees shall be required to interrupt their work at any time to allow passage of personnel. Lessor's Provider must comply with all Federal or State safety laws and regulations (including OSHA/MSDS requirements).
- d) Lessor's Provider employees shall be provided with appropriate name tag identifying the person and employer. They will be properly displayed during working hours.

**NOTE: Agencies may require full background checks on all Contractor' employees.**

**NOTE: Agencies may require Contractors' employees to sign Non-Disclosure Confidentiality documents.**

**6. Clean Up:**

All supplies, equipment, and machines shall be kept free of traffic lanes or other areas where they might be



hazardous and shall be secured at the end of each work period in lockers or other areas provided for the purpose. Cloths, mops, or brushes containing a residue of wax or other combustible material subject to spontaneous ignition shall be disposed of or stored outside the building in tight metal containers, to be furnished by the Lessor's Provider. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work in the building. Cleaning solutions shall be disposed of in slop sinks provided for this purpose. Any flammable cleaning solution shall be immediately and adequately flushed down. Covers will be in place on trash receptacles at all times.

**7. Lost, Found or Missing Articles:**

All unclaimed articles found in or about the work areas by the Contractor will be turned immediately the Lessee Representative, giving location where article was found.

**8. Compliance with State Regulations:**

The Lessor's Provider and employees will be subject to all applicable State and Federal regulations, for the conduct of personnel.

**9. Hours of Work:**

Unless otherwise specified, work shall be on a five (5) Days per Week basis, Monday through Friday, between the hours of 12:00 P.M. (noon) and 12:00 A.M. (midnight). Should occasion arise that work must be performed on other than the above schedule the Lessee Representative will be notified in advance. This time schedule is subject to change at the convenience of the State.

**10. Work Schedule:**

The Lessor's Provider shall work with Lessee and agree upon the appropriate scheduling of tasks. Detailed specifications for the building require work to be done on a regular basis. The Lessor's Provider will supply a schedule of the intended work on all elements including those, which are daily requirements. The schedule will be as follows:

- a) Daily Requirements-work that will be performed.
- b) Weekly Requirements-The day of the week that work will be performed.
- c) Monthly Requirements-The week in the month that work will be performed.
- d) Quarterly Requirements-The week and the month that work will be performed.
- e) Semi-Annual Requirements-The month that the work is to be performed.
- f) Annual Requirements-The month that the work is to be performed.

**11. Inspection by the State:**

Daily inspection of the Lessor's Provider work may be made by the Lessee Representative. The Lessee Representative has authority to point out to the Lessor's Provider personnel incomplete or defective work and necessary corrective measures but does not have authority to alter the terms of conditions of the contract without a mutually agreeable written Amendment to the Lease.

The Lessee Representative will tour the facilities quarterly with the Lessor's Provider or representative and review the State's check rating form to determine future corrective action required, if any.

## **12. Standards:**

The following standards shall be used in evaluating custodial services:

Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust streaks, film, odor or stains.

Sweeping - A properly swept floor is free of all dirt, dust, grit, lint, and debris except imbedded dirt or grit.

Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.

Damp Mopping - A satisfactorily damp mopped floor is without dirt and dust, marks, film, streaks, debris, and standing water.

Metal Cleaning - When cleaned, all surfaces are without deposits or tarnish, and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains and has a uniformly bright appearance and adjacent surfaces have been wiped clean. Extreme care and correct materials must be used to avoid damage and scratching on all surfaces.

Finish Removal - Finish removal is accomplished when surfaces have all finish dirt removed down to the floor material, floor is left free of all dirt, stains, deposits, debris, cleaning solution, and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pickup must follow removal operation immediately.

Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains, marks, and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

Light Fixture Cleaning - Light fixtures are clean when all components, including bulbs and tubes are without insects, dirt, lint, film, and streaks. All articles removed must be replaced immediately.

Buffing of Finished Surfaces - Finished surfaces shall be buffed sufficiently to obtain maximum gloss, and have a uniform appearance free of surface dirt.

Baseboard Cleaning - After cleaning, the surfaces of all baseboards (wood, resilient, ceramic) will have a uniformly clean appearance, free from dirt, stains, streaks, and cleaning marks.

## **13. Services:**

The following services shall be performed to comply with the herein before specified standard:

Cleaning Toilet Rooms - This work includes cleaning all plumbing fixtures, lavatories, toilet bowls, dispensers, wainscots, doors, and stall partitions as required, and filling all paper/soap dispensers as needed. Scouring powder may be used on plumbing fixtures or may be used for water closets and urinals, if required, on approval by the Owner's Representative. All stains or spots shall be removed from

wainscots or stall partitions, using a damp cloth with detergent. Floors shall be dry-swept, and damp mopped daily using a germicide.

Cleaning Slop Sinks, Vending Machines and Drinking Fountains - All items will be cleaned using detergent or scouring powder, if required. Cabinets or water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

Sweeping - All tile, wood, or concrete floors, stairways, landings, and stoops shall be swept with brush or mop or mechanical brush-vacuum sweeping without damage or disfigurement of furniture, doors, or base trim. Oil treated mops or sweeping compounds shall not be used. Dust, dirt, and debris shall be removed to receptacles provided for this purpose on the building exterior. Reset furniture upon completion of sweeping.

Vacuuming - Carpeting and furniture shall be vacuumed and the dirt, dust and debris removed to receptacles provided by the Contractor on the building exterior. Spots shall be removed from rugs and carpets as they occur. A commercial/industrial vacuum cleaner equipped with a HEPA filter must be utilized.

Carpet Shampooing - Carpeting shall be cleaned by self-contained equipment capable of providing 50 PSI (pounds per square inch) of cleaning solution with an extractor capable of 100 inches of water lift and shall use water with a minimum temperature of 140 degrees F. Turbo drying of the shampooed carpet shall be performed utilizing a high-speed fan(s). Bonnet cleaning is NOT acceptable (other than for spot cleaning).

Damp Mopping Floors - Damp mop all resilient tile floors, terrazzo, quarry tile, ceramic tile, and concrete floors, including stairs and landings, using cotton or sponge mops, appropriate stain removal agents, unheated water and detergent, if required, using as small amount of water as possible. Follow with clean water rinse and pick up again using as small amount of water as possible. Where floor drain exists, water will be added periodically to prevent traps from becoming dry.

Floor Scrubbing - Scrub floors by use of deck brush, cylindrical or disc type machine or automatic machine scrubber and detergent solution using as small amount of water as possible followed by plain water rinse and pick up. This scrubbing will be followed by the application of a floor finish system applied in accordance with the manufacturer's specifications. Baseboards shall be thoroughly cleaned after buffing.

Finish Removal - Removal or stripping of all finish down to the flooring material, using compound specifically prepared for this purpose, with steel wool or brush agitation as required, followed by rinsing with plain water to remove all finish material, solution, dirt and film from baseboard edge to baseboard edge.

Floor Waxing and Finishing - All floor waxes or finishes (i.e., carnauba, acrylic, polymeric) will be compatible with floors on which applied and shall be applied in accordance with the manufacturer's recommendations.

Floor Touchup - Application of finish material and buffing in heavy traffic areas between primary refinishing as required.

Buffing - All finished and terrazzo floors shall be buffed periodically to remove traffic marks, heavy soil, etc., to be followed by sweeping, vacuuming, or dust mopping to pick up loose residue.

Turned Out Lights - Turn off all lights when not in use. Only specific areas being worked in will be illuminated.

Dusting Horizontal Surfaces Other Than Furniture, Fixtures, and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, window ledges, radiators, stair rails, baseboards, tops of acoustical panels, and other horizontal surfaces.

Glass Cleaning - Clean all mirrors, glass cases, desktops, windows and glass at building entrances using plain water or cleaning solution prepared for the purpose. Adjacent trim shall be wiped clean with a damp cloth. Scouring powder shall not be used.

Metal Cleaning and Polishing - Hardware, cigarette urns, bars on doors, kick plates, and all other bright work shall be polished using approved polishing compound.

Dusting Interior Walls and Ceilings - Beginning at the highest point, dust shall be first removed from all surfaces and exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

Cleaning Doors and Trim - Clean doors and adjacent trim not otherwise cleaned.

Cleaning Light Fixtures - Dust all accessible components of light fixtures, including bulbs and tubes with a cloth or yarn duster. On a rotation basis, each fixture shall be washed not less than once per year.

Empty Recycling Bins - Empty all recycle bins, when recycling program is practiced, located in corridors and other areas where specifically noted and remove recycled (paper, cardboard, etc.) items from building or deposit in collection facility/area provided for this purpose.

Empty Waste Receptacles - Empty all waste receptacles located in corridors and other areas where specifically noted and remove trash from building and deposit in collection facilities provided for this purpose.

Washing Waste Receptacles - Wash all waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, dirt, streaks.

Cleaning and Polishing Furniture - Wood and finished metal surfaces shall receive furniture polish with rubbing as necessary for cleaning, followed by polishing with a clean, dry cloth or electric buffer. Leather coverings shall be thoroughly cleaned with a combination cleaner, and polish followed by polishing with a clean, dry cloth. When cleaned or polished, all surfaces shall be of uniform appearance, free of deposits, streaks or film. All spillage shall be wiped clean with a damp cloth.

Vacuum All Upholstered Furniture - Vacuum all upholstered surfaces to remove dust and lint (includes acoustical panels/systems furniture partitions).

Mat Cleaning - Remove mats at entrances and remove all dirt and dust deposits underneath. Clean mats and replace in proper location.

**EXHIBIT H - Telecommunication Specifications**

STATE IT POLICIES: This Lease must conform to the State of Maine Telecommunications Facilities & Wiring Specifications ([Policies & Standards | Maine IT](https://www.maine.gov/oit/policies-standards) - <https://www.maine.gov/oit/policies-standards>) effective at the time this Lease is executed.

**EXHIBIT I -ASHRAE Ventilation Requirements**

Lessor shall comply with ASHRAE 62.1-2019 (Ventilation for Acceptable Indoor Air Quality) Standards  
<https://www.ashrae.org/technical-resources/standards-and-guidelines/read-only-versions-of-ashrae-standards>.

**EXHIBIT J – Hazardous Materials Assessment**

1. **Overview.** Pursuant to 5 M.R.S. §1742-G, property owners of buildings Leased to the State of Maine must conduct an inventory (the “Inventory”) to identify the presence of materials that may be harmful to human health. Property owners must provide the results of the Inventory to the Bureau of General Services prior to executing a new Lease or renewing or extending an existing Lease.
2. **Lessor Must Perform Hazardous Materials Assessment.** The Inventory shall be a Hazardous Materials Assessment, where the Lessor is required to provide a report on the presence / absence and health risk of asbestos-containing building materials (ACBM), lead-based paint (LBP), mold and moisture issues, radon, and any other substances that may be harmful to human health in the building or in the specific area(s) Leased by State of Maine.
3. For the purposes of these requirements, the Contractor conducting the assessment shall be referred to as the Indoor Environmental Professional, or IEP, but note that this is not a specific job title or certification. The assessment must be conducted by a qualified, certified, and, as required, licensed IEP that includes inspection of the building/ space. Determination of “qualified” for an IEP should be based on holding the relevant licenses and certifications specified in this document. Lessee may reject the assessment report if: (i) the IEP is deemed unqualified; or (ii) if the report is deemed incomplete or unacceptable based on the requirements in this document. Lessee may require additional work to satisfy the requirements of the assessment as set forth herein. Lessor may consult with Lessee at any time to validate the qualifications of the IEP and/or the scope of the assessment.
4. The building / space must be inspected (and tested as necessary) for the presence of ACBM and LBP.
  - a. When testing for ACBM and LBP, the IEP must have the appropriate Maine State license(s).
  - b. Sampling of building materials may be conducted, as deemed necessary by the IEP, to verify observations of potential contaminants. In lieu of testing, all materials that may contain LBP or ACBM may be assumed to contain these contaminants. Materials found or assumed to contain ACBM or LBP above regulatory limits must be inventoried in the Hazardous Materials Assessment Report. This shall include the specific materials and their locations, and a statement that they are in good condition and therefore do not pose a health risk. Any materials that are not in good condition and may pose a health risk must be tested to verify LBP or ACBM content, and abated if these contaminants are present above regulatory limits, as described in Sections 8.b and 8.c, below. During the course of the Lease with the State, Lessor is responsible for monitoring all materials in the Inventory list, and in the event these materials become damaged, are in poor condition, or will be impacted by renovations, the materials must be tested as appropriate and abated as described in Sections 8.b and 8.c, if found to contain ACBM or LBP above the regulatory limit.
  - c. For ACBM and LBP, Inventory exceptions may be made for newer construction where these materials are reasonably expected to not be present (the IEP must make and document this determination). In addition, prior assessments and abatements (historical data) may be used to provide information on ACBM and LBP presence / absence. The IEP should address any historical data in their overall assessment of the building and must make appropriate statements addressing the presence / absence and risk based on historical data as well as items identified in their own inspection.

In summary, the IEP must make overall statements as to the presence / absence and risk of these items, whether from historical data or from their own inspection, or both.

5. **Mold Testing.** Any observations of mold or conditions conducive to mold growth (water damage, visual evidence of water intrusion or excess humidity, etc.) must be documented and appropriate testing conducted to determine if mold or mold risk is present that requires remediation per IICRC S520 Standard for Professional Mold Remediation<sup>1</sup>.
  - a. Inspection / Assessment must be conducted in accordance with American Society for Testing and Materials (ASTM) D7338-14, Standard Guide for Assessment of Fungal Growth in Buildings<sup>2</sup>. Mold sampling must be conducted for surfaces found with suspected mold growth or water damage, and in these cases, air samples must be collected to determine airborne mold exposure of occupants. Mechanical / HVAC systems(s) must be visually inspected, to the extent that safe access is available, to verify that they are in good condition, are reasonably clean, and are free of contaminants.
  - b. The IEP must be certified in mold assessment through the American Council for Accredited Certification (ACAC) or have a similar, exam-based certification in mold / microbial assessment.
6. **Radon Testing.** For radon, testing must be conducted per Maine Radiation Control Program rules, and the Contractor performing radon testing must have an active registration with the Maine Radon Section for the service they are providing, e.g. air testing, water testing, etc.<sup>3</sup>. Radon air testing shall be done in accordance with “Protocol for Conducting Measurements of Radon and Radon Decay Products in Multifamily, School, Commercial and Mixed-Use Buildings” (ANSI/AARST MA-MFLB-2023). For Leased spaces that are only a portion of the building, the testing may be restricted to that space, but should comply with the MA-MFLB-2023 Standard as applicable (minimum areas sampled, quality control, etc.).
7. **Hazardous Materials Assessment Report:** The IEP must produce a formal report for their hazardous materials assessment.
  - a. The report of findings must include inspection of the building/space, observations, concerns and issues, photographs of important observations and findings, results of any testing conducted, interpretation of these results, and a scope of abatement / remediation if warranted.
  - b. Any materials exempted from the Inventory per Section 4.c must be justified and documented in the report. The IEP should include documentation provided to them on which they based their decisions, or if, must provide accurate, specific reference to all such documentation (including but not limited to: title, author/source, date, and summary of document’s substance). The State may seek copies of all documents referenced or relied upon by the IEP.
  - c. This report is to be provided in its entirety to Lessee no later than fourteen (14) days prior to the commencement of this Lease agreement (Exhibit B). Unsatisfactory findings that cannot be addressed to the satisfaction of the Lessee within 60 days of notice given by the Lessee to the Lessor may result in the termination of this Lease agreement.

<sup>1</sup> Institute of Inspection Cleaning and Restoration Certification (2024), *IICRC S520 Standard for Professional Mold Remediation*. Retrieved from [www.iicrc.org/s520/](http://www.iicrc.org/s520/) (IICRC S520). While 2024 is the standard referenced, the latest edition of the standard is applicable based on when the date when the Lease was signed.

<sup>2</sup> American Society for Testing and Materials (2014), *ASTM D7338-14 Standard Guide for Assessment of Fungal Growth in Buildings*. Retrieved from [compass](http://compass.astm.org/) (ASTM D7338-14).

<sup>3</sup> Maine Center for Disease Control and Prevention: A Division of the Maine Department of Health and Human Services, Maine Radiation Control Program, [How to Become a Maine Registered Radon](#), 2024.



8. **Mold and microbial growth remediation, ACBM and LBP abatement, and radon mitigation.**
- a. Mold and Microbial Remediation includes removal or cleaning of building materials or contents contaminated by mold and/or bacteria due to water damage or any moisture issue.
    - i. All activities shall be done in accordance with American National Standards Institute (ANSI)/ IICRC S520 Standard for Professional Mold Remediation.
    - ii. Affected areas shall be returned to Condition-1 as defined in the ANSI/IICRC S520 Standard and shall be verified through an assessment by a certified, independent consultant. This consultant must be certified in mold / microbial assessment through ACAC, or similar exam-based certification.
    - iii. Contractors performing mold and microbial remediation must carry certification by IICRC as a firm.
    - iv. Contractors must have onsite at all times, at least one employee with any one of the following certifications from ACAC or IICRC:
      - 1) IICRC Applied Microbial Remediation Technician (AMRT),
      - 2) IICRC Mold Remediation Specialist (MRS),
      - 3) ACAC Council-certified Microbial Remediator (CMR), or
      - 4) ACAC Council-certified Microbial Remediation Supervisor (CMRS).
  - b. Abatement of ACBM
    - i. Removal of ACBM shall be in compliance with National Emission Standard for Hazardous Air Pollutants (NESHAP) Title 40 C.F.R. § 61, all applicable Occupational Safety and Health Administration (OSHA) regulations regarding protection of employees from exposure to asbestos, Maine Department of Environmental Protection (DEP), Code of Maine Rules 06-096, Chapter 425 Asbestos Management Regulations.
    - ii. The remediator shall have an active license for asbestos abatement from the State of Maine DEP, and all involved parties shall have the required certification.
  - c. Abatement of LBP
    - i. Removal of LBP shall be in compliance with the U.S. Environmental Protection Agency (EPA) Title 40 C.F.R. § 745, all applicable OSHA regulations regarding protection of employees from exposure to lead, and Maine DEP, Code of Maine Rules 06-096, Chapter 24, Lead Management Regulations.
    - ii. The remediator shall have an active license for lead-paint abatement from the State of Maine DEP, and all involved employees shall have the required certification.
  - d. Radon Mitigation
    - i. All activities shall be done in accordance with “Soil Gas Mitigation Standards for Existing Multifamily, School, Commercial and Mixed-Use Buildings” (ANSI/AARST SGM-MFLB-2023). The Contractor must have an active registration with the Maine Radon Section for the service they are providing, e.g. air mitigation, water mitigation, etc.

**Exhibit K – Vendor Registration**



Vendor W9

Double click the above icon to open a blank copy of the form. Follow all the instructions on the above form. Submit all completed documentation to the Division of Leased Space.

**Exhibit L – Vendor Direct Deposit**



Vendor Direct  
Deposit

Lessor must [register as a Vendor with the State of Maine](#). Double click the above icon to open a blank copy of the form. Follow all the instructions on the above form. Submit all completed documentation to the Division of Leased Space.