



901 West Third Street Little Rock, Arkansas 72201 / 501.374.5300

ADDENDUM 1

ADDENDUM NO. 1

TO: PROJECT MANUAL AND DRAWINGS

FOR: RPMGSA26.00: RPM GSA Little Rock USSS DAV Renov

October 19, 2026

This addendum forms a part of the Contract Documents and modifies or interprets the Project Manual and Drawings, as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject bidder to disqualification.

A. GENERAL:

1. See attached Tenant Improvement Components pdf in this addendum.
2. See attached Construction Standards and Shell Components pdf in this addendum.

B. PROJECT MANUAL:

1. Refer to section 00 2100 INSTRUCTIONS TO BIDDERS
ADD: Entire Section with the attached.
2. Refer to section 00 2113 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
ADD: Entire Section with the attached.
3. Refer to section 00 4000 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS
ADD: Entire Section with the attached.
4. Refer to section 00 4100 BID FORM
ADD: Entire Section with the attached.
5. Refer to section 00 5000 CONTRACTING FORMS AND SUPPLEMENTS
ADD: Entire Section with the attached.
6. Refer to section 00 5200 AGREEMENT FORM
ADD: Entire Section with the attached.
7. Refer to section 00 6000 PERFORMANCE AND PAYMENT BOND
ADD: Entire Section with the attached.
8. Refer to section 00 6325 SUBSTITUTION REQUEST FORM
ADD: Entire Section with the attached.
9. Refer to section 00 7200 GENERAL CONDITIONS
ADD: Entire Section with the attached.
10. Refer to section 00 7300 SUPPLEMENTARY GENERAL CONDITIONS
ADD: Entire Section with the attached.

C. DRAWINGS:

1. Refer to Sheet A1.01 FIRST FLOOR PLAN.
REPLACE: Entire Sheet with Attached.
 - a. Refer to detail K14. Added enlarged callout at jamb of grill.
 - b. Refer to detail G11. Added callouts at head and sill of grill.
 - c. Added details E8, A8, & B5 to sheet.

D. ATTACHMENTS:

1. Cover (2 pages)
2. General (17 pages)
3. Specifications (18 pages)
4. Drawings (1 pages)

END OF ADDENDUM NO. 1 **(38 pages total)**

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.03 WINDOW COVERINGS (WAREHOUSE) (JUN 2012)

Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

5.04 DOORS: SUITE ENTRY (MAY 2025)

- A. Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

5.05 DOORS: INTERIOR (MAY 2025)

- A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

5.06 DOORS: HARDWARE (MAY 2025)

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.07 ~~DOORS: IDENTIFICATION (JUN 2012)~~ INTENTIONALLY DELETED

5.08 PARTITIONS: SUBDIVIDING (MAY 2025)

- A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall be designed to provide a minimum sound transmission class (STC) of 45 with a noise isolation criteria (NIC) of no less than 35. The Government reserves the right to independently test these levels.
- B. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).
- C. HVAC shall be rebalanced, and lighting repositioned, as appropriate, after installation of partitions.

- D. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- E. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.09 CEILINGS—TI (WAREHOUSE) (OCT 2022)

Government designated office and related areas shall contain a complete acoustical ceiling system (such a ceiling system include grid and lay-in tiles or other Building standard ceiling system as approved by the LCO).

- A. Ceilings in office and related areas shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.
- B. Prior to closing the ceiling, Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- C. Should the ceiling be installed in the Space prior to construction of the TI, then Lessor shall be responsible for all costs for the disassembly, storage during construction, and subsequent re-assembly of ceiling components which may be required to complete the TI. Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TI.
- D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:
 - 1. Restrooms. Plastered or spackled and taped gypsum board.
 - 2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels shall meet applicable, statutory environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/). The Lessor shall use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.
 - 3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

5.10 WALL FINISHES (MAY 2025)

If the Government chooses to install a wall covering, the following specifications shall apply:

- A. Commercial grade, weighing not less than 13 ounces per square yard.

5.11 PAINTING—TI (MAY 2025)

- A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

5.12 FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (MAY 2025)

- A. Broadloom carpet or carpet tiles meeting the requirements set forth in the specifications below shall be installed in all office areas. Office area floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. Specifications for Carpet to be Newly Installed or Replaced.
 - 1. Intentionally Deleted
 - 2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
 - 3. Performance requirements for broadloom and modular tile.
 - a. Static. Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).

- b. Flammability. Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
- c. Flooring Radiant Panel Test. Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
- d. Smoke Density. NBS Smoke Chamber—Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

- 4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors, and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.
- 5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.
- 6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING—TI (WAREHOUSE) (MAY 2014)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014)

- A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

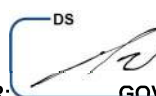
Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (OCT 2020)

The Lessor shall purchase and install data cable as part of the tenant improvements. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. If the Government chooses to purchase and install data cabling, then the Lessor shall provide as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2022)

- A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

DS


DS


- B. The Lessor shall purchase and install data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/subcontractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets. If the Government chooses to purchase and install data and telecommunications cabling, then the Lessor shall provide as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable.
- C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
- D. The Lessor's electrical subcontractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING—TI (WAREHOUSE) (MAY 2014)

A. Warehouse Areas.

1. Fixtures. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking—Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open warehouse 10-foot candle plan plus shipping & receiving areas of 30-foot candles (Shell) are part of the TIs.
2. Lighting for the warehouse, shipping, and receiving portions of the Space is detailed in Section 3 and is part of Shell.
3. Building Perimeter. There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease. Such additional lighting required to meet Security Requirements shall be BSAC.

B. Office Areas.

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES IN OFFICE AREAS WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

1. Fixtures. High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.
2. Lighting Levels. Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1.
- 2.
3. Power Density.
Existing Buildings. The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
New Construction. The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.
4. Daylighting Controls. If the office portion of the Space is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in office work areas.
5. Occupancy/Vacancy Sensors. The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through a building automation system (BAS) throughout the office portion of the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. Occupancy sensors only shall be installed in the non-office areas of the Space as part of Shell Rent. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after any BAS has shut down the building at the end of the workday.

5.20 LOADING DOCKS—TI (WAREHOUSE) (MAY 2014)

The Government will require hydraulic dock levelers or loading ramps for any warehouse dock (other than drive thrus) not already having dock high loading docks.

5.21 AUTOMATIC FIRE SPRINKLER SYSTEM – TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (MAY 2025)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at [HTTPS://WWW.ACQUISITION.GOV/?Q=BROWSEFAR](https://www.acquisition.gov/?Q=BROWSEFAR).

- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work
- 52.222-6 Construction Wage Rate Requirements
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility.
- 52.222-62 Paid Sick Leave Under Executive Order 13706.

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (MAY 2025)

- A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. Items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease or shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Government will not pay for existing fixtures and other TIs accepted in place.

3.04 ~~CONSTRUCTION WASTE MANAGEMENT (MAY 2025)~~ INTENTIONALLY DELETED

3.05 WOOD PRODUCTS (MAY 2025)

- A. Particle board, medium-density fiberboard, and hardwood plywood shall be free of formaldehyde and labeled as Toxic Substances Control Act (TSCA) Title VI compliant. Other wood types such as strawboard shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.
- B. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.06 ADHESIVES AND SEALANTS (MAY 2025)

- A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.07 BUILDING SHELL REQUIREMENTS (WAREHOUSE) (OCT 2016)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational with an

adequate number of fixtures for men and women to meet current local codes based on building occupancy and use. All newly installed Building shell components, including but not limited to, heating and ventilation, electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted buildings where the corridor is common to more than one tenant. In single tenant buildings, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

- C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (OCT 2022)

- A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.
- B. The Lessor remains solely responsible for designing, constructing, operating, and maintaining the leased premises in full accordance with the requirements of the Lease. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.
- D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction subcontractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.09 QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014)

The Building in which the leased Space is located shall be designed, built, and maintained in good condition, suitable for Lessee's use at all times, and in accordance with the requirements of this Lease.

3.10 VESTIBULES (OCT 2023)

- A. Vestibules shall be provided at public entrances wherever entry to the Space is directly from the outside. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. For measurement purposes, vestibules are considered building support space and not ABOA.
- B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.11 MEANS OF EGRESS (WAREHOUSE) (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014)

- A. Any portion of the space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system.
- B. The entire warehouse building shall be protected throughout by an automatic fire sprinkler system(s) when the offered space exceeds 10,000 rentable square feet in area.
- C. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

- D. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

3.13 FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014)

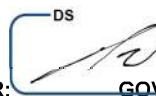
- A. A Building-wide fire alarm system shall be installed when the offered Space exceeds 40,000 square feet of RSF.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.
- C. Fire alarm systems shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2025)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
 2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - b.
 - I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
 - II. Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
 - (i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
 - (ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
 - (iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.
- Note.** "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.
3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

- B. **Hydrology-related Requirements.** Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

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1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason.
2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.15 ~~ELEVATORS (WAREHOUSE) (OCT 2020)~~ INTENTIONALLY DELETED

3.16 ~~FLAGPOLE (SEP 2013)~~ INTENTIONALLY DELETED

3.17 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.18 ACCESSIBILITY (OCT 2024)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and 36 CFR 1190 to the extent applicable. To the extent the standards referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.19 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014)

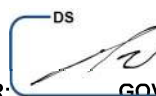
- A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.
- B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the International Building Code (IBC) as of the Award Date of this Lease.
- C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. The Lessor is encouraged to avoid the use of chrome-plated hardware.
- D. There shall be unrestrictive access to a minimum of two remote exits on each floor of the Government's occupancy.
- E. Loading docks shall have a roll-up coiling type door with lock.

3.20 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.21 WINDOWS (OCT 2020)

- A. Office Space shall have windows in each exterior bay unless waived by the LCO.
- B. All exterior window assemblies shall be weather resistant and watertight. Operable windows that open shall be equipped with secure latches. Off-street, ground-level windows and those accessible from adjacent roofs and other structures that can be opened must be fitted with a secure latch. Windows intended for use as a secondary means of egress must be openable from the egress side (e.g., inside) of the Building without the use of a key, tool, or special knowledge or effort for operation from the egress side.

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3.22 PARTITIONS: GENERAL (MAY 2025)

- A. Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high-performance coating, or equivalent pre-approved by the LCO.

3.23 PARTITIONS: PERMANENT (MAY 2025)

- A. Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

3.24 INSULATION: THERMAL, ACOUSTIC, AND HVAC (MAY 2025)

- A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.
- E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.25 WALL FINISHES—SHELL (SEP 2015)

- A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.26 PAINTING—SHELL (MAY 2025)

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.27 FLOORS AND FLOOR LOAD—SHELL (WAREHOUSE) (OCT 2019)

- A. All adjoining floor areas shall be of a common level, and meet ASTM Standard E1155, with a minimum levelness of **Ff35** and **FL25**. Warehouse areas shall have a minimum live load capacity of **300** pounds per square foot. The Government may require Lessor to provide written certification of the floor load capacity, at no cost to the Government, by a registered Professional Engineer. The Government may also require calculations and structural drawings at no cost to the Government, by a registered Professional Engineer.
- B. Warehouse floor surfacing shall have the appropriate surface performance for the operations being performed as outlined in the following table and as verified with in situ testing. The appropriate surface performance shall be maintained throughout the life of the lease term. Periodic in situ testing shall be performed at a frequency appropriate for the expected useful life of the floor attribute required to be maintained:

	DUTY	APPLICATION	PERFORMANCE
a. Special	Unique requirements	One or more of the following attributes 1. Very heavy-duty operational or equipment traffic 2. Unique surface reflectance criteria 3. Anti slip/ anti-skid 4. Chemical resistance 5. Anti-static 6. Critical free movement floor 7. Critical defined movement floor 8. Critical dust control 9. Joint free	In addition to the Class 1-3 below Note: should one or more of the application attributes be critical for the performance of the required operation seek specialized help in tailoring the appropriate requirements)
b. Class 1	Very High Abrasion, steel wheel traffic and impact	Heavy-duty duty impact from pallets/skid steer forks	<.1mm abrasion resistance Maintenance free joints
c. Class 2	High-abrasion steel wheel or hard wheel traffic	Medium—	<.3 mm abrasion resistance Maintenance free joints
d. Class 3	light abrasion—rubber tire and foot traffic	Light duty	Dust free finish

1. Floor Hardeners, or coatings shall be utilized to achieve the wear performance for the appropriate duty class required in the above table. Coatings, such as polyurethanes membranes are only acceptable for class 3. Should hardeners be required then nano-lithium silicates or other environmentally friendly practices must be employed.
2. In situ abrasion resistance required of class 2 or 3 shall be determined in accordance with BS EN 13892-4: 2002.

3.28 FLOOR COVERING AND PERIMETERS—SHELL (WAREHOUSE) (MAY 2025)

- A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.
- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the LCO.
- D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.29 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in the office Space.

3.30 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.31 ELECTRICAL—SHELL (WAREHOUSE) (OCT 2023)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. The electrical panel supplying electrical service to the warehouse Space shall be located in an enclosed room. The enclosed room should only contain electrical infrastructure and not used for any other purpose. The enclosure must be located within the warehouse Space to be leased and not serve other non-leased facilities. The enclosure shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. The electrical distribution panels enclosed in the electrical room shall include: single-phase 120/240 volt service or 3-phase 120/208 volt for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase 120/208 volt service for leased spaces over 25,000 RSF. A minimum of **160** amps at 120/240 volts per **4,000** rentable square feet of leased Space inclusive of lighting circuits (but assuming no air conditioning mechanical load) shall be provided to circuit breaker panelboards with 200 amp main circuit breakers in the Space. All switchgear, fuses, and circuit breakers shall be plainly marked or labeled to identify circuits and/or equipment supplied through them. All office Space shall have, 3 phase, 4-wire, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the office Space fall below 4 watts per ABOA SF of Occupant Area. Lessor must provide one watt per ABOA SF for electrical power distribution for warehouse areas.
- B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All

power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, electrical/mechanical rooms and dispensing areas.

3.32 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.33 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold-water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.34 DRINKING FOUNTAINS (WAREHOUSE) (MAY 2025)

Lessor shall provide at least one chilled water fountain for the Premises. If more than one fountain is required by local building codes based on general warehouse use of the premises, they also shall be provided by Lessor as part of the shell rental. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA National Primary Drinking Water Regulations under the Safe Drinking Water Act of 1974 or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.35 RESTROOMS (WAREHOUSE) (MAY 2025)

- A. For Warehouse Area, Lessor shall provide at its cost, restroom facilities which are handicap accessible, with an adequate number of fixtures for men and women to meet current local codes based on general warehousing use.
- B. For Occupant Area within the Warehouse Building, if this Lease is satisfied by new construction or by renovations that include the construction of restrooms, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the schedule below. The schedule is per floor and based on a density of one person for each 135 ABOA SF, allocated as 50% women and 50% men. If future renovations requiring restroom construction occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED FLOOR	NUMBER	PER	(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

- C. If no new construction of a restroom is occurring, at a minimum, separate restroom facilities for men and women shall be provided with sufficient fixtures (water closets, sinks, and urinals), in accordance with local code or ordinances.
- D. These facilities shall be located on each floor occupied by the Government in the Building and shall be located so that employees will not be required to travel more than 500 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- E. Restrooms must meet ABAAS requirements as stated under this Lease.
- F. Each main restroom shall contain the following:
1. A mirror and shelf above the lavatory.
 2. A toilet paper dispenser in each water closet stall that will hold the equivalent of at least two standard-sized rolls and allow easy, unrestricted dispensing.
 3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
 4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
 5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.

6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. Newly installed restroom partitions shall be made from recovered materials.
10. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour. The exhaust fan systems shall be provided with a 24/7 seven-day clock to allow programming.

3.36 ~~PLUMBING FIXTURES: WATER CONSERVATION (MAY 2025)~~ INTENTIONALLY DELETED

3.37 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.38 HEATING AND VENTILATION—SHELL (WAREHOUSE) (MAY 2025)

- A. Warehouse areas. Temperature control for all warehouse areas shall be provided by ceiling mounted heating equipment capable of maintaining a minimum temperature of 55 degrees Fahrenheit (with all doors closed) throughout the warehouse area during the heating season regardless of the outside temperature. Unit heaters shall be controlled by individual thermostats mounted in the area of the unit heaters or controlled from a central master time clock of the 7-day type with a separate manual overdrive switch (12 hours) or other automatic means to permit setback of temperature at night and on weekends. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative. Central air rotation units will be acceptable if loading dock areas are equipped with unit heaters for direct heating over doors. In the warehouse area, unit heaters shall be mounted tight to the ceiling for maximum headroom. Lessor shall provide ventilation/air circulation in accordance with ANSI/ASHRAE 62.1, Ventilation for Acceptable Indoor Air Quality. Lessor shall follow the ASHRAE version that corresponds with how the HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 62.2004.
- B. Occupant Areas. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.
- C. Areas having excessive heat gain or heat loss or affected by solar radiation at different times of the day, shall be independently controlled.
- D. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.
- E. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- F. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality. Lessors must comply with (a) the version of ASHRAE Standard 62.1 that corresponds with how the HVAC system was designed to perform, or (b) ASHRAE Standard 62.1-2004 – whichever is later.
- G. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph F above. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1.
- H. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- I. Intentionally Deleted
- J. Warehouse and Occupant Areas: HVAC systems must conform to the locally approved building code.
- K. For all refrigerant-containing equipment (i.e., containing chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), and hydrofluorocarbons (HFCs)), the Lessor shall comply with the U.S. Environmental Protection Agency (EPA)'s Significant New Alternative Policy (SNAP) Program to use acceptable refrigerant substitutes when equipment is replaced, retrofitted, or when newly purchased. The Lessor must

comply with EPA's Section 608 refrigerant management regulations. The Lessor must track the type and quantity of refrigerant used in each chiller, air conditioning, and refrigeration system containing 50 pounds or more of refrigerant. Upon request, the Lessor must provide to the Government with the dates for planned replacement or retrofit of equipment with CFC or HCFC refrigerant.

3.39 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (WAREHOUSE) (SEP 2000)

- A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - 1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
 - 2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
 - 3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
 - 4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
- C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.40 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor shall allow the Government's designated telecommunications provider's access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.
- D. The Lessor shall allow the Government's designated telecommunications provider's access to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.41 LIGHTING: INTERIOR AND PARKING—SHELL (WAREHOUSE) (OCT 2022)

- A. Warehouse/Storage Space & Overall. Lessor shall provide a minimum lighting level of 10 foot-candles, as measured 30 inches above the floor, in aisles and open storage areas in the warehouse Space with the storage racks full. Lessor shall provide a minimum lighting level in the shipping and receiving areas of 30 foot-candles, when measured 30 inches above the floor. Lessor must provide lighting that is equivalent to the energy efficiency requirements in any office areas. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all non-office areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided as part of Shell Rent in accordance with the local applicable building codes (but not less than 1 foot-candle, measured at the floor) by either an onsite emergency generator or fixture mounted battery packs.
- B. Occupancy Sensors. The Lessor shall provide ceiling mount occupancy sensors (over aisles and open areas), or scheduling controls through a building automation system (BAS) throughout the storage portion of the Space in order to reduce the hours that the lights are on when a particular area is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after any BAS has shut down the building at the end of the workday.
- C. Building Perimeter.
 - 1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels, (especially at loading dock doors), shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Wareyards (storage yards) require a minimum lighting level of 5 foot-candles (at ground level). Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.
 - 2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures, including those illuminating a wareyard, shall be "Dark Sky" compliant with no property line trespass.
- D. Parking Structures. The minimum illuminance level for parking structures is 5 foot-candle as measured on the floor with a uniformity ratio of 10:1.

- E. Parking Sensors. If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during nonuse. This non-use time period will normally be from 11:00 pm to 6:00 am.
- F. Exterior Power Backup. Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.
- G. Video Surveillance System (VSS). Lighting shall be provided in such a manner to adequately support VSS operations, and not limit or preclude adequate fields of view.

3.42 ACOUSTICAL REQUIREMENTS (OCT 2022)

- A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.75 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.80. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.80.
- B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices; NC 20 in conference and teleconference rooms; NC 40 in corridors, cafeterias, lobbies, restrooms, and other spaces.
- C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - 1. Conference Rooms: NIC 45
 - 2. Teleconference Rooms: NIC 48
 - 3. Private Offices: NIC 35 when sound masking is provided; NIC 40 if sound masking is not provided.
- D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.43 ~~SECURITY FOR NEW CONSTRUCTION (OCT 2022)~~ INTENTIONALLY DELETED

3.44 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (OCT 2020)~~ INTENTIONALLY DELETED

3.45 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (WAREHOUSE) (MAY 2016)~~ INTENTIONALLY DELETED

3.46 INDOOR AIR QUALITY DURING CONSTRUCTION (MAY 2025)

- A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by ANSI/ ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.
- E. Flush-Out Procedure:
 - 1. The Lessor shall implement ventilation and other measures (source control, air cleaning, and filtration) in accordance with ASHRAE Standard 62.1 Ventilation for Acceptable Indoor Air Quality, to remove detectable odors and visible dust and provide acceptable indoor air quality prior to occupancy.
 - 2. The Lessor shall flush-out or ventilate the area(s) following construction and prior to occupancy in accordance with ASHRAE Standard 62.1 Section 7.

3. For leases 10,000 RSF or greater, the Lessor shall provide a signed statement explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period.

3.47 SYSTEMS COMMISSIONING (MAY 2025)

In accordance with the Energy Policy Act of 2005, the following provisions apply:

- A. The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. These systems include, at a minimum, heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems. The commissioning shall cover work associated with TIs or alterations. Recommissioning is required to ensure that the systems are operating properly during the Lease term if Building systems are impacted by alterations. In the event the Government exercises a renewal option, recommissioning is required within 60 days after the exercising of the option.
- B. The Lessor shall submit a written commissioning plan prior to completion of CDs. In instances involving minimal improvements not requiring DIDs, the plan is due within 60 days prior to Space acceptance. The plan shall include:
 1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 2. A description of how commissioning requirements will be met and confirmed.
- C. The Lessor shall submit a final commissioning report once tenant improvements are completed. The report shall include results and supporting documentation for each section of the commissioning plan. The final report shall be provided to the LCO or designated representative within 60 days after substantial completion.

3.48 LOADING DOCKS—SHELL (WAREHOUSE) (MAY 2014)

- A. Lessor shall provide a minimum of **one (1)** loading dock(s) for the exclusive use of the Government.
- B. Lessor shall equip each dock with two molded rubber bumpers (at least 6 inches by 12 inches by 14 inches) and heavy-duty bump blocks (the dock must be fully protected with edge guards and dock bumpers). Lessor shall equip each dock with exterior dock seals to prevent the exchange of air from indoors to outdoors and vice versa when the trailer docked for loading or unloading. The entire loading dock bay shall be enclosed unless otherwise specified by Lessee. Lessor shall provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.
- C. Dock-high doors shall be a minimum of 8' wide by 10' high and shall be approximately 48" above finished exterior grade unless otherwise specified in the Agency Special Requirements. Doors shall be insulated (R8 or better) with 2" angled, metal track and manual push-up. Door shall be spring loaded to assist opening and to safe return to the closed position. Weather-tight seals shall be provided around all 4 sides of the doors.
- D. Drive-in doors shall be a minimum of 12' wide by 16' high unless otherwise specified in the Agency Special Requirements. The slope of the ramp shall not exceed 8.3% or by local code, whichever is more stringent. Doors shall be insulated (R8 or better) with 2" angled, metal track with chain hoist for opening and closing. Weather-tight seals shall be provided around all 4 sides of the doors.
- E. Lessor shall equip each dock with automatic roll-up doors. If exterior to the building, the entire loading dock bay shall be enclosed unless otherwise specified by Lessee. Any open loading docks must be covered at least 1,200 mm (4 feet) beyond the edge of the loading dock platform over the loading berth. Lessor shall provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.
- F. Lessor shall provide sufficient ventilation to remove carbon monoxide even when doors and windows are shut. Ventilation air intakes must be at least 25 feet away from loading docks, garage entries, and similar carbon monoxide contamination points. Docks shall be separated by at least 50 feet in any direction from utility rooms, utility mains, and service entrances, including electrical, telephone/data, fire detection/alarm systems, fire suppression water mains, cooling and heating mains, etc. All regular and emergency fuel storage locations shall be located away from loading docks.
- G. All dock wells shall be level throughout. Each dock shall have an **automatic roll-up** door with lock. The loading dock area shall be nearly flat with a 1:50 slope for drainage. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). When a steeper slope is required in the apron area, the headroom must increase with a gradient allowance to permit trucks to traverse the grade change. If the approach to the loading dock is ramped, the design must permit easy snow removal.
- H. Lessor shall equip each loading dock with adjustable lights capable of illuminating the truck or van interior. Each dock shall have either a trailer lock or wheel chocks chained to the platforms. Where specified by Government on Exhibit A (Floor Plans), the Lessor shall provide a ramp from the loading dock down to the vehicle parking area to facilitate deliveries from small trucks and vans. This ramp must have a maximum 8.3% slope. Public and loading dock access must not be from the same point of access (at least one personnel door shall be provided in addition to overhead doors).
- I. All docks shall provide shelter to people and materials in inclement weather. Operating controls for individual dock doors, dock levelers and lights shall be located on the interior wall adjacent to each dock door.

- J. Service dock access may be from an alley, from a below grade ramp, or from a site circulation drive. Lessor shall provide sufficient space for a **limousine style truck** to maneuver and service the facility, and also to screen the service drive as much as possible. At a minimum, Lessor shall provide a truck turning radius of **42'** sized for **limousine style** trucks for all loading docks. The service drive must always be separated from access to the parking area. One-way design for service traffic is preferred in order to avoid the need for large turning areas. The service area of the facility must not interfere with public access roadways.
- K. Lessor shall provide at least one off-street berth for loading and unloading. Loading berths must be located adjacent to the loading dock areas. Unless otherwise specified by local zoning regulations, a single berth must be a minimum of 4,600 mm (15 feet) wide and sized for the longest vehicle servicing the building as determined by Lessee. Additional loading berths do not need to be wider than 3,600 mm (12 feet) if they are contiguous with another loading berth. Lessor shall provide an apron space in front of the loading berth for vehicle maneuvering equal to the length of the berth plus 600 mm (2 feet). The apron must be relatively flat and have positive drainage with a minimum slope of 2%. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). If programming forces a steeper slope in the apron area, the headroom should increase with a gradient allowance to allow trucks to traverse the grade change.
- L. Loading dock areas must be separated and visually screened (wherever practical) from the main public building entrance(s). Lessor shall provide an internal staging area adjacent to the loading dock. The staging area must not interfere with emergency egress from the building. Loading docks must have a direct route to freight elevators (if any) and be sized to accommodate the transport of supplies, equipment replacement parts, and building goods. If provided for, a dock manager's room must have visual control of the entire dock area as well as the building entrance and exit. Service circulation must be separated from public areas such as lobbies, corridors, and elevators. Loading dock stairs must be on the driver's left when backing into the dock. The grade of the apron must slope away from the loading dock and shall not exceed an 8.3% slope.
- M. Trash rooms must be located adjacent to loading docks or service entrances. Trash rooms must be sized to accommodate the trash handling equipment required and provide storage for trash and recycling generated during a three-day occupancy of the building. Space must be allowed for sorting and recycling of paper, bottles and cans, metals, and other materials. Facilities that use trash containers that are picked up by vendors must have at least one loading berth for the trash container.

3.49 EMERGENCY POWER TO CRITICAL SYSTEMS (WAREHOUSE) (MAY 2014)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire alarm systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere within this Lease. Costs for emergency power to critical systems that are security requirements should be allocated to the BSAC cost component.

3.50 MECHANICAL AREAS AND BUILDING ROOFS (WAREHOUSE) (MAY 2014)

Roof access shall meet the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code or IBC (current as of the Award Date of this Lease).

3.51 ~~DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS — LEASE (OCT 2023)~~ INTENTIONALLY DELETED

3.52 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS — LEASE (SEP 2014)~~ INTENTIONALLY DELETED

3.53 ~~HIGH PERFORMANCE BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (WAREHOUSE) (MAY 2025)~~ INTENTIONALLY DELETED

**SECTION 00 2100
INSTRUCTIONS TO BIDDERS**

SUMMARY V.22

1.01 SEE AIA A701, INSTRUCTIONS TO BIDDERS FOLLOWING THIS DOCUMENT.

END OF SECTION

**SECTION 00 2113
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

V.22

THE MODIFICATIONS (ADDITIONS, DELETIONS AND SUBSTITUTIONS) TO THE AMERICAN INSTITUTE OF ARCHITECTS "INSTRUCTIONS TO BIDDERS" (AIA DOCUMENT A701-97), LISTED BELOW ARE PART OF THE BIDDING DOCUMENTS. WHERE ANY PART OF THIS DOCUMENT IS MODIFIED BY THIS SECTION, THE UNALTERED PROVISIONS SHALL REMAIN IN EFFECT.

2.01 ARTICLE 3.3.1:

- A. After "substitutions", add "and must comply with requirements of Section 01 3000."

2.02 ARTICLE 4.2.1:

- A. delete last sentence.

2.03 ARTICLE 5.3.1:

- A. In line 3 after "does not exceed" insert "25%".
- B. Delete 2nd sentence in its entirety and insert "The Owner reserves the right to reject any or all bids and to waive all formalities."

2.04 ARTICLE 5.3.2:

- A. Delete in its entirety.

2.05 ARTICLE 7.1.2:

- A. Delete 2nd sentence.

2.06 ARTICLE 7.1.3:

- A. Delete in its entirety.

2.07 ARTICLE 7.1.4, ADD NEW PARAGRAPH AS FOLLOWS:

- A. 7.1.4 Arkansas Code Annotated § 22-9-404 requires listed subcontractors (mechanical, plumbing, electrical, and roofing/sheet metal) whose bid to prime contractor exceeds \$50,000 to provide a 100% performance and payment bond to prime contractor IF REQUIRED BY THE PRIME CONTRACTOR".

2.08 ARTICLE 7.2.1:

- A. Delete paragraph in its entirety and insert "The bidder shall deliver required bonds to Architect within 10 days of receipt of Intent to Award notice. Failure to furnish required bonds may cause forfeiture of bid guarantee to Owner as liquidated damages".

2.09 ARTICLE 7.2.2:

- A. Delete 1st sentence and insert "Bond shall be written on enclosed Arkansas Statutory Performance and Payment Bond Form".

2.10 ARTICLE 7.2.3:

- A. In line 1, Delete "or after the" and insert "same date as".

2.11 BID OPENING:

- A. The Bid Opening will be conducted at the time and place as stated in the Advertisement for Bids.

2.12 BONDS:

- A. Bonds will be required as stated in the Advertisement for Bids.

2.13 LICENSING REQUIREMENTS:

- A. Comply with Licensing Requirements as stated in the Advertisement for Bids

RPMGSA26.00

RPM GSA Little Rock USSS

DAV Renovation

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

00 2113 - 1

10/19/2026

Addendum 1

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2.14 TIME:

- A. Time will be of the essence of the Contract; The Contractor must agree to complete the Work within the Time Period as set forth in the Bid Form.

2.15 RETAINAGE:

- A. In accordance with Arkansas Code Annotated § 22-9-601, retainage will be withheld from progress payments. Refer to General and Supplementary General Conditions for retainage amounts.

2.16 NAMING OF SUBCONTRACTORS ON BID FORM: ARKANSAS CODE ANNOTATED § 22-9-204.

- A. Prime contractors, as a condition to perform work for and in the State of Arkansas shall use no other subcontractors, when the subcontractors portion of the project is \$50,000 or more, except those licensed by the State Contractor's Licensing Board and qualified in: (a) mechanical (indicative of heating, air conditioning and ventilating), (b) plumbing, (c) electrical (indicative of wiring and illuminating fixtures), and (d) roofing and sheet metal work (indicative of roofing application). In the event the prime contractor is qualified and licensed by the "Arkansas State Contractor's Licensing Board, he may use (must name) his own forces to perform those tasks listed herein as subcontractors in one or more of the trades listed. (Emphasis added)
- B. The prime contractor shall make a definite decision regarding the subcontractors he intends to use, and he shall place the names of each subcontractor in a blank space to be provided on the Form of Proposal of his bid. It shall be mandatory that the (a) mechanical, (b) plumbing, (c) electrical, and (d) roofing and sheet metal subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provisions of this code be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. It shall be a violation of this code for any prime contractor to submit a bid listing unlicensed contractors or to use unlicensed contractors on a public works project. Any subcontractor not licensed by the Contractor's Licensing Board shall also be in violation of this section if they perform work on a public works project.

2.17 CONDENSATION OF CLAUSES:

- A. The specifications are condensed in the interests of brevity and clarity. Incomplete sentences have been used; words such as "a", "the", "all", and the phrases, "the contractor shall", "shall be", "as indicated on the drawings", have been intentionally omitted. "Provide" means "furnish and install". "Including" means "including, but not limited to". Refer any questions of interpretation to the Architect immediately.

2.18 END OF DOCUMENT

END OF SECTION

SECTION 00 4000
PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

PART 1 GENERAL V.22

1.01 EMPLOYMENT OF ILLEGAL IMMIGRANTS - CERTIFICATION BY BIDDER

A. Representations and Certifications:

1. Governmental Certifications: Certification by Bidder. Pursuant to Act 157 of 2007, all bidders must certify prior to award of contract that they do not employ or contract with any illegal immigrant(s) in its contract. Bidders shall certify on line at <https://www.ark.org/dfa/immigrant/index.php/user/login>. The Act is printed in full on the website and contains all information regarding any penalties and the procedures for certification by subcontractors.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 00 4100
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. RPM Group (Owner)
5320 South Shackleford Road
Suite K
Little Rock, Arkansas 72204

1.02 FOR:

- A. Project: RPM GSA Little Rock USSS
B. Architect's Project Number: RPMGSA26.00
5320 South Shackleford Road
Suite K
Little Rock, Arkansas 72204

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
1. Address _____
2. City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by _____ for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
1. The cost of the required performance assurance bonds is _____ dollars
(\$ _____), in lawful money of the United States of America.
- E. All applicable federal taxes are included and State of Arkansas taxes are included in the Bid Sum.
- F. All Cash and Contingency Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by

RPMGSA26.00
RPM GSA Little Rock USSS
DAV Renovation

00 4100 - 1

BID FORM
10/19/2026
Addendum 1

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reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in _____ calendar weeks from Notice to Proceed. (Bidder to enter number of weeks.)

1.08 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. _____ percent overhead and profit on the net cost of our own Work;
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus _____ of the overhead and profit percentage noted above.

1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____.
 2. Tenant Improvements Cost Summary (TICS) Table.

1.10 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
1. Subcontractors: _____, _____, _____.
- B. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1. Document 00 4336 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.
 2. Document 00 4373 - Proposed Schedule of Values Form identifies the Bid Sum segmented into portions as requested.

1.11 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. _____
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. _____
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. _____
- I. (Authorized signing officer, Title)

1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

RPMGSA26.00
RPM GSA Little Rock USSS
DAV Renovation

00 4100 - 2

BID FORM
10/19/2026
Addendum 1

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**SECTION 00 5000
CONTRACTING FORMS AND SUPPLEMENTS**

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 00 5200 - Agreement Form for the Agreement form to be executed.
- B. See Section 00 7200 - General Conditions for the General Conditions.
- C. See Section 00 7300 - Supplementary General Conditions for the Supplementary Conditions.
- D. The Agreement is based on AIA A101-2007.

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312.

1.03 REFERENCE STANDARDS

- A. AIA A101-2007 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2007.
- B. AIA A310 - Bid Bond; 2010.
- C. AIA A312 - Performance Bond and Payment Bond; 2010.
- D. AIA G703 - Continuation Sheet; 1992.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 00 5200
AGREEMENT FORM**

PART 1 GENERAL V.22

1.01 FORM OF AGREEMENT

1.02 THE AIA A101 - 2017 STANDARD AGREEMENT WILL BE USED AS THE BASIS OF THE FORM OF AGREEMENT FOR THIS PROJECT. COPIES OF THIS STANDARD DOCUMENT ARE AVAILABLE AT SOUTHERN REPROGRAPHICS OR WER ARCHITECTS IF DESIRED OR NEEDED PRIOR TO BID DATE.

1.03 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions.
- B. Section 00 7300 - Supplementary General Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 00 6000
PERFORMANCE AND PAYMENT BOND**

V.22

We _____, hereinafter referred to as Principal and _____, hereinafter referred to as Surety, are held and firmly bound unto RPM Group, as obligee, hereinafter referred to as Owner, in the amount of \$ _____, said amount to be deemed a performance bond payable to Owner under the terms of this Performance and Payment Bond Agreement. The Principal and Surety state that the Surety is a solvent corporate surety company authorized to do business in the State of Arkansas.

1.01

- A. Principal has by written agreement dated _____ entered into a Contract (the Contract) with the Owner for:
- B. _____

_____. The above referenced Contract is incorporated herein by reference.
- C. Under this Performance and Payment Bond Agreement, the Principal and Surety shall be responsible for the following:
- a. The principal shall faithfully perform the above reference contract, which is incorporated herein by reference and shall pay all indebtedness for labor and materials furnished or performed under the contract.
 - b. In the event that the principal fails to perform the contract, the principal and the surety, jointly and severally, shall indemnify and save harmless the owner from all cost and damage which the owner may suffer by reason of principal's failure to perform the contract. Said indemnification shall include, but not be limited to, full reimbursement and repayment to the owner for all outlays and expenses which the owner may incur in making good any such default or failure to perform the contract by the principal.
 - c. Principal shall pay all persons all indebtedness for labor or material furnished or performed under the contract and in doing so this obligation shall be null and void. In the event that principal fails to pay for such indebtedness, such persons shall have a direct right of action against the principal and surety, jointly and severally, under this obligation, subject to the owner's priority.
- D. This bond given in accordance with Arkansas laws and regulations (including Ark. Code Ann. §18-44-503, §19-4-1405 and § 22-9-401 et seq.). The Surety guarantees that the Principal shall comply with Ark. Code Ann. § 22-9-308 (d) by payment and full compliance with all prevailing hourly wage contract provisions where the contract amount exceeds the amount provided in Ark. Code Ann. § 22-9-302(1).
- E. Any alteration which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties or either or any of them, their heirs, personal representatives, successors or assigns from their liability hereunder, notice to the Suety or Sureties of any such alteration, extension or forbearance being hereby waived. In no event shall the aggregate liability of the Surety exceed the amount provided in the Contract.

RPMGSA26.00
RPM GSA Little Rock USSS
DAV Renovation

00 6000 - 1

PERFORMANCE AND PAYMENT BOND
10/19/2026
Addendum 1

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- F. This Performance and Payment Bond Agreement is binding upon the above named parties, and their successors, heirs, assigns and personal representatives.
- G. Executed by the parties who individually represent that each has the authority to enter into this agreement.
- H. BY: _____
- I. _____
- J. CONTRACTOR _____ DATE _____
- K. BY: _____
- L. _____
- M. AGENT/ATTORNEY-IN-FACT _____ DATE _____
- N. (IN ACCORDANCE WITH ARK. CODE ANN. §22-9-402(B))
- O. _____
- P. AGENT _____ DATE _____
- Q. _____
- R. ADDRESS _____
- S. _____
- T. CITY _____ COUNTY _____ STATE _____ ZIP CODE _____
- U. _____
- V. BUSINESS PHONE: _____
- W. FAX: _____
- X. MAIL: _____

1.02

1.03 THIS FORM IS THE ONLY PERFORMANCE AND PAYMENT BOND ACCEPTABLE TO THE OWNER

1.04 PERFORMANCE AND PAYMENT BOND

1.05 AMENDMENT #____

- A. We, _____ hereinafter referred to as Principal, and _____ hereinafter referred to as Surety, have entered into an agreement entitled "Performance and Payment Bond", with the RPM Group as obligee hereinafter after known as Owner Agency. Furthermore, we agree that said bond agreement, which was filed in the county of _____ on the _____ day of _____, 20__ and this amendment #____ is hereby incorporated into said bond agreement and any previous amendments(s) therein. This amendment shall be upon the same terms and conditions as set forth in the Bond Agreement, including any amendments, except the Agreement shall be amended and modified as follows:
- B. 1. The total aggregate amount for the Bond Agreement shall be \$_____ dollars. This amended amount reflects those costs, time for completion and other terms of the Contract associated with said bond agreement and Change Order(s) #_____ for the project contract entered into between Principal and Owner Agency.
- C. 2. This Performance and Payment Bond Agreement Amendment is binding upon the above named parties, and their successors, heirs, assigns and personal representatives. The Bond Agreement as hereby extended, amended and modified is hereby ratified and confirmed by the parties who individually represent that each has the authority to enter into this amended agreement.

1.06

- A. BY: _____
- B. CONTRACTOR _____ DATE _____
- C. BY: _____
- D. ARKANSAS RESIDENT LOCAL AGENT/ATTORNEY-IN-FACT _____ DATE _____
- E. (in accordance with Arkansas Code Annotated §22-9-402(b)(1)(2))
- F. _____
- G. AGENT _____ DATE _____
- H. ADDRESS _____ BUSINESS PHONE/FAX # _____
- I. _____
- J. CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

1.07

1.08 ARKANSAS STATUTORY PERFORMANCE AND PAYMENT BOND AMENDMENT IS THE ONLY BOND AMENDMENT FORM THE OWNER WILL ACCEPT.

A.

END OF PERFORMANCE AND PAYMENT BOND

RPMGSA26.00

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DAV Renovation

00 6000 - 3

PERFORMANCE AND PAYMENT BOND

10/19/2026

Addendum 1

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**SECTION 00 6325
SUBSTITUTION REQUEST FORM**

V.22 SEND TO:

WER ARCHITECTS / PLANNERS ATTN: JAMES SWANN

901 W. 3RD STREET

LITTLE ROCK, AR 72201

PHONE: 501-374-5300

SECTION: _____ PARAGRAPH: _____ SPECIFIED ITEM: _____

PROPOSED SUBSTITUTE: _____

ATTACH, COMPLETE DESCRIPTION, DESIGNATION, CATALOG OR MODEL NUMBER, SPEC DATA SHEET, AND OTHER TECHNICAL DATA, INCLUDING LABORATORY TESTS IF APPLICABLE.

ANSWER THE FOLLOWING QUESTIONS:

WILL SUBSTITUTION AFFECT DIMENSIONS INDICATED ON DRAWINGS? IS THE SIZE DIFFERENT PHYSICAL SIZE?

WILL SUBSTITUTION AFFECT WIRING, PIPING, DUCTWORK, ETC. INDICATED ON DRAWINGS? THIS INCLUDES LOWER OR HIGHER ELECTRICAL LOAD AND/OR VOLTAGE; DIFFERENT BTU HEAT LOAD AND/OR OR VENTING; REQUIRED CLEARANCES, ETC.

WHAT AFFECT WILL SUBSTITUTION HAVE ON OTHER TRADES?

LIST ANY DIFFERENCES BETWEEN PROPOSED SUBSTITUTION AND SPECIFIED ITEM:

IF NECESSARY, WILL THE UNDERSIGNED PAY FOR ARCHITECTS/ENGINEER'S COSTS, REQUIRED TO REVISE WORKING DRAWINGS, THAT ARE CAUSED BY SUBSTITUTION? _____

MANUFACTURER'S WARRANTY OF PROPOSED ITEMS ARE ☐ SAME ☐ DIFFERENT

PROPOSED COST SAVINGS USING SUBSTITUTION PRODUCT: _____

REVIEW COMMENTS:

☐ APPROVED

☐ APPROVED AS NOTED (SEE ATTACHED EXPLANATION)

☐ NOT APPROVED / REJECTED

☐ REJECTED / RECEIVED TOO LATE / NOT REVIEWED

REMARKS: _____ REVIEWED BY: _____

SUBMITTED BY:

FIRM: _____

ADDRESS: _____

SIGNATURE: _____

DATE: _____

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RPM GSA Little Rock USSS

DAV Renovation

00 6325 - 1

SUBSTITUTION REQUEST FORM

10/19/2026

Addendum 1

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PHONE/EMAIL: _____

END OF SECTION

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00 6325 - 2

SUBSTITUTION REQUEST FORM

10/19/2026

Addendum 1

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**SECTION 00 7200
GENERAL CONDITIONS**

V.22 FORM OF GENERAL CONDITIONS

**1.01 THE AIA A201-2007 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.**

END OF SECTION

**SECTION 00 7300
SUPPLEMENTARY GENERAL CONDITIONS**

PART 1 GENERAL V.22

1.01 SUMMARY

- A. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO GENERAL CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS: THE FOLLOWING SUPPLEMENTS MODIFY THE "GENERAL CONDITION OF THE CONTRACT FOR CONSTRUCTION", AIA DOCUMENT A201-2017. WHERE A PORTION OF THE GENERAL CONDITIONS IS MODIFIED OR DELETED BY THESE SUPPLEMENTARY CONDITIONS, THE UNALTERED PORTIONS OF THE GENERAL CONDITIONS SHALL REMAIN IN EFFECT.

3.8.1 In line 1 after "Documents." add "Refer to Section 01 2100."

3.8.2.2 Add the following to end of clause, "except when installation is specified as part of the allowance. "Refer to Section 01 2100."

3.9.3 Add the following sentence at the end of the paragraph, "In event the approved superintendent must be changed for circumstances beyond the G.C.'s control, or at the direction of the Owner, the replacement superintendent must meet with the Owner's approval.

3.10 Add the following new subparagraph:

"3.10.4 Submit construction schedules in accordance with Section 01 3216."

3.11 At end of paragraph, add "Submit in accordance with Section 01 7000."

3.12.5 At end of subparagraph, add "Submit in accordance with Section 01 3000."

7.3.7 Lines 4 through 5, delete "reasonable...profit." and insert "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.3.11.

7.3 Add new subparagraph as follows:

"7.3.11 In subparagraph 7.3.7, the allowance for overhead and profit included in the total cost to the Owner shall be based on the following schedule:

1. For the contractor, for work performed by the Contractor's own forces, 12 percent of the cost.
2. For the contractor, for work performed by his subcontractor, 5 percent of the amount due the subcontractor.
3. For each subcontractor or sub-subcontractor involved, for work performed by that subcontractor's or sub-subcontractor's own forces, 12 percent of the cost.
4. For each subcontractor, for work performed by the subcontractor's sub-subcontractors, 5% of the amount due the sub-subcontractor.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major costs items are subcontracts, they shall be itemized also."

8.3 Add the following subparagraphs:

"8.3.4 The construction completion dates agreed on include an allowance for calendar days per month which may not be available for construction out-of-doors (normal inclement weather).

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SUPPLEMENTARY GENERAL CONDITIONS

00 7300 - 1

10/19/2026

Addendum 1

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8.3.4.1 Contract time will not be extended due to normal inclement weather unless the Contractor can substantiate, to satisfaction of Architect, that greater-than-normal inclement weather occurred, considering the full term of contract time, using averaged accumulated record mean values from climatological data compiled by National Weather Service for the project locale, and that alleged greater-than-normal inclement weather actually delayed Work or portions of Work.

8.3.4.1.1 The measure of extreme weather shall be the number of days in excess of those stated for each month, in which precipitation exceeded 0.10 inch, from area weather station for same period of time, which is same source of data used to determine normal weather losses.

8.3.4.1.2 If total accumulated number of calendar days lost to weather exceeds total accumulated number expected for same period from inclement weather table, time for completion will be extended by number of calendar days needed to include excess number of calendar days lost.

8.3.4.2 Contract time will not be extended due to weather occurring after building is enclosed. "Enclosed" is defined to mean when building is sufficiently sealed, either temporarily or permanently, to permit structure to be heated and roof completed in order to permit drywall trades to work. The Architect shall determine when structure is "enclosed", and shall issue a letter to Owner, with a copy to Contractor, stating date building became "enclosed".

8.3.4.3 No change in contract sum will be authorized because of contract time due to weather."

9.2 At end of paragraph, add "Submit in accordance with Section 01 3000."

9.3.1:

1. At end of subparagraph, add "Submit in accordance with Section 01 3000."

2. Add new clause as follows:

"9.3.1.3 Until Substantial Completion of the Work, 5% of each progress payment will be retained. Refer to Article 9.8.3 for adjustment in retainage upon Substantial Completion of Work.

9.10.2 At end of subparagraph, add "Submit affidavit of payment of debts and claims and affidavit of release of liens on AIA Forms G706 and G706A, respectively."

11.1.1 Add the following new clauses:

"11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverages as applicable).
2. Independent Contractor's Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owner, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations."

11.1.2 Add new clause as follows:

"11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation Statutory
Employer's Liability \$100,000 per accident,
-\$500,000 Disease Policy Limit
-\$100,000 Disease, Each Employee
2. Commercial General Liability
(including Premises-Operations,

- Independent Contractors'
Protective, Products and Completed
Operations, Broad Form Property Damage)
- a. Bodily Injury & \$1,000,000 each occurrence
Property Damage Combined \$2,000,000 aggregate
 - b. Products and Completed
Operations to be maintained
for 2 year after final Payment. \$2,000,000 aggregate
 - c. Property Damage Liability Insurance will provide X, C, or U Coverage.
 - d. Broad Form Property Damage Coverage shall include Completed Operations.
3. Contractual Liability
 - a. Bodily Injury & \$1,000,000 each occurrence
Property Damage Combined \$2,000,000 aggregate
 4. Personal Injury, with
Employment Exclusion
deleted \$2,000,000 aggregate
 5. Business Auto Liability
(including owned, non-owned
and hired vehicles)
 - a. Bodily Injury & \$1,000,000 each occurrence
Property Damage Combined \$2,000,000 aggregate
 6. If the General Liability coverages are provided by a Commercial Liability policy, the:
 - a. General Aggregate shall be not less than \$2,000,000 and it shall apply, in total, to this Project only.
 - b. Fire Damage Limit shall be not less than \$50,000 on any one Fire.
 - c. Medical Expense Limit shall be not less than \$2,500 on any one person.
 7. Umbrella Excess Liability \$1,000,000 over primary insurance
-
-\$10,000 retention for self-insured -hazards, each occurrence
- 11.1.3 Add the following new clause as follows:
"11.1.3.1 The Contractor shall furnish 3 copies of each Certificate of Insurance herein required which shall specifically set forth evidence of all coverage required. Use ACORD certificate, 25-S, completed and supplemented in accordance with AIA Document A715."
- 11.2.1 In line 1 change "Owner" to "Contractor" and insert the following:
"The Contractor shall purchase and maintain insurance, in same amounts as specified in 11.1.2.1 above, covering the Owner's contingent liability for claims which may arise from operations under the Contract. The term "Owner", shall be deemed to include the Owner's employees, the Architect, and the Architect's employees and consultants."
- 11.3.1 ADD the following sentences:
"The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto."
- 11.3.1.3 Delete in its entirety.
- 11.3.4 Delete in its entirety.
- 11.4.1 Delete in its entirety and substitute the following:
"11.4.1 Contractor shall bond covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds must be issued by a Surety licensed to do work in Arkansas. Cost shall be included in the Contract Sum. The amount of bond shall be equal to 100 percent of the Contract Sum."

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SUPPLEMENTARY GENERAL CONDITIONS

00 7300 - 3

10/19/2026

Addendum 1

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11.4.1.1 The Contractor shall deliver the required bonds to the Owner not less than three days following the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished."

11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

11.4.1.3 File a copy of the bond with Circuit Clerk in the county in which project is located.

12.2.2 Add the following to the subparagraph:

"12.2.2.1 Provide for and arrange a one year inspection of facilities before warranties expire, by Contractor, Architect/Engineer, and Owner. Inspection to occur before the end of the eleventh month from the date of substantial completion"

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

