

EXECUTION VERSION

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



March 16, 2016

**Re: Letter of Intent for the lease of premises at 2619-2623 Wisconsin Ave NW,
Washington, D.C. 20007**

The Department of General Services (“DGS”), on behalf of the District of Columbia, presents this letter of intent (this “LOI”) to Glover Park Developers LLC for the lease of certain premises located at 2619-2623 Wisconsin Avenue NW, Washington, D.C. 20007.

Outlined below are the principal terms and conditions that would serve as the basis for a lease agreement for the Premises (the “Lease”).

TENANT

District of Columbia, a municipal corporation, acting by and through its Department of General Services (the “District”).

The District of Columbia agency initially occupying the Premises (defined below) will be Department of Human Services (“DHS”). Subject to the provisions of the “Use” section below, the District shall have the right to substitute another District agency as occupant of the Premises without such substitution constituting a sublease of the Premises or an assignment of the Lease and shall not require the consent of Landlord (defined below).

LANDLORD

Glover Park Developers LLC, any other wholly-owned subsidiary of MED Developers LLC or any special purpose joint venture entity in which Glover Park Developers LLC or MED Developers LLC is a member or partner (“Landlord”).

PREMISES

The Premises will consist of (a) one newly constructed building which, upon completion, shall constitute one single building with approximately 35,000 rentable square feet containing no more than 38 sleeping rooms, and other ancillary space (the “Building”), and (b) the land upon which the Building is located, which shall include outdoor areas and parking spaces (the “Land”). The number of sleeping rooms, number of beds, and square footages for the Building, as existing (if

applicable), shall be set forth on a Rooms and Beds Chart to be attached to the Lease as an exhibit.

The Premises will have a street address of 2619 Wisconsin Avenue. For tax and assessment purposes, the Premises is known as Lots 044 and 0812 in Square 1935.

For informational purposes, the rentable square feet ("RSF") of the Building shall be subject to verification upon Substantial Completion (to be defined in the Lease) in accordance with BOMA standards for measurement. Such final determination of the RSF of the Building shall be set forth in a declaration of delivery for the Premises, the form of which shall be an exhibit to the Lease, signed by Landlord and the District (the "Declaration").

PERMITTED USE

Landlord and the District acknowledge and agree that (a) the District's intended use of the Premises is as follows: housing for District of Columbia families for a stay between 30 to 90 days (with the Premises having no more than 38 sleeping rooms), the provision of meals (not prepared at the Premises) by the District to such persons and a resident operator provided by the District (the final terms of use to be set forth in the Lease), and (b) Landlord shall, at its sole cost and expense, seek any zoning use variance or other zoning exception as may be required for such use of the Premises, and shall obtain a certificate of occupancy for a "boarding house" or any other type of use that shall permit the District's intended use of the Premises (collectively, the "Zoning/Certificate Approvals"). The District may use the Premises for any lawful use that is in compliance with the Zoning/Certificate Approvals. The District shall comply with all written, reasonable rules and regulations promulgated for the Premises by Landlord.

For purposes of this LOI and the Lease, a resident of the Premises is referred to herein as an "Occupant."

RENT COMMENCEMENT DATE

The Rent Commencement Date for the Premises shall be the date upon which Landlord has delivered the Premises to the District Substantially Completed.

LEASE TERM

The initial term of the Lease shall be fifteen (15) years, beginning on the Rent Commencement Date (the "Initial Term", and as may be extended below, the "Lease Term"). The term "Lease Year" shall mean each twelve month period during the Lease Term; provided, however, that if the Rent Commencement Date occurs on a day other than the first of a month, the first Lease Year shall begin on the first day of the month following the Rent Commencement Date.

ANNUAL RENT

Annual Rent includes all costs of operating, maintaining, insuring and repairing all or any portion of the Premises, except that the District shall pay directly all utility costs to the utility

providers, and shall pay Real Estate Taxes based upon actual paid receipts from the Landlord, as set forth in the Lease.

Annual rent \$2,006,400
Monthly rent \$167,200
Monthly per unit rent \$4,400 (based on 38 sleeping rooms)

Commencing one year following the Rent Commencement Date, and continuing on each anniversary thereafter, the Annual Rent shall be increased by three percent (3%) of the previous year's Annual Rent, as escalated.

Additional Rent: "Additional Rent" means any sum other than Annual Rent, or the components thereof, payable by the District to Landlord under the Lease

OPTION TO EXTEND

The District shall have the option to extend the Initial Term for one (1), 5-year period (such extended period being an "Extension Term"). The District's option may be exercised only as to the entire Premises and so long as the District is not then in default under the Lease (after any applicable notice and cure periods provided to the District under the Lease have lapsed). Not less than 16 full calendar months nor more than 18 full calendar months prior to the expiration of the Initial Term, Landlord shall provide written notice to the District inquiring as to whether the District will elect to exercise its extension option. Within 60 calendar days of receiving Landlord's notice, the District shall deliver written notice to Landlord electing to exercise its option or notifying Landlord that the District will not exercise its option. If the District (a) fails to timely exercise its extension option, or (b) gives written notice to Landlord that it will not be exercising its option, then the extension option shall automatically be of no further force or effect and the Lease shall terminate as of the last day of the Initial Term. If the District elects to exercise the option, the Annual Rental rate for the first year of the Extension Term shall be 103.00% of the Annual Rental rate effective for the last Lease Year of the Initial Term. The Real Estate Taxes for the Extension Term shall be based on the actual Real Estate Taxes as set forth below. If Landlord fails to timely deliver its notice as required above, then the District may elect to extend the Initial Term such that (i) the District is afforded up to 60 days to elect to exercise its extension option, and (ii) the Initial Term shall not expire until up to 12 months (at District's election) from the end of the 60 day notice period.

Commencing as of the 2nd Lease Year of an Extension Term and continuing on each anniversary thereof, the Annual Rent during an Extension Term shall be increased by three percent (3.00%) of the Annual Rent in effect for the prior Lease Year.

PARKING

Landlord shall provide the District with eleven (11) on-site parking spaces. Parking costs are included in the Annual Rent.

BUILDING MANAGEMENT

Landlord shall maintain the Premises in good order, condition and repair and in compliance with all laws, subject to the Turnover (defined below) provisions below. In no event shall the District be responsible for any construction, maintenance or repair of the Premises, except as caused by the negligence or willful misconduct of the District, its employees, or agents or by Occupants (as determined by the judgment of a court of competent jurisdiction if the District disputes that its employees, agents or Occupants were negligent or engaged in willful misconduct) and subject to the certification of appropriated funds for such purpose (in which event please see the Maintenance and Repair section below).

“**Turnover**” means when a sleeping room is vacated by all Occupants for reoccupancy. Landlord shall be responsible, as part of the Annual Rent, for cleaning and general repair of a sleeping room (“**Turnover Services**”) as provided in this paragraph. Landlord shall provide Turnover Services for up to four (4) Turnovers per sleeping room per Lease Year. For example, if there are 38 sleeping rooms in the Premises, Landlord would provide Turnover Services for no more than 152 Turnovers per Lease Year

PROPERTY MANAGEMENT SERVICES

Landlord shall provide property management services, to include on-site management and call number for after-hours, as set forth on **Exhibit “A”** attached hereto. Said Exhibit shall be attached as an exhibit to the Lease.

Landlord shall not be responsible for responding to requests made by any person or entity other than the District or an agent authorized by the District in writing to act on the District’s behalf under the Lease.

BUILDING HOURS, OVERTIME HVAC AND ACCESS

The Building’s standard operating hours for zoned heating, ventilation and air conditioning (“**HVAC**”) shall be 24 hours per day, 7 days per week.

TEST FIT

At the District’s request, the Landlord, at its sole cost and expense and without any reimbursement from the District, shall provide one test fit for the Premises based upon programming provided by the District. Landlord shall allow for up to two rounds of revisions to the test fit (the final test fit being referred to as the “**Approved Test Fit**”).

- The Test Fit provides for the following as more specifically shown thereon:
 - No more than thirty-eight (38) dormitory style sleeping rooms consisting of two, three and or four beds
 - Approximately four (4) units will contain a bathroom with a tub/shower for accommodation of handicap individuals (each, a “**Private Bathroom**”)
 - Common-use bathrooms and shower facilities on each floor

- One family bathroom (meaning it includes a bathtub) on the third floor and on the fourth floor

TENANT IMPROVEMENTS

Landlord shall furnish all labor and materials to design, construct, furnish and complete all of the Tenant Improvements in the Premises, in accordance with a work agreement to be attached to the Lease (the "Work Agreement"). "Tenant Improvements" shall mean the *turnkey* build-out of the Premises, in accordance with the Approved Test Fit and final plans and specifications (to be defined in the Work Agreement), and shall include, without limitation, the following:

- No more than thirty-eight (38) dormitory style sleeping rooms: two/three/four bed layouts
- Common-use bathrooms and shower facilities on each floor
- One family bathroom (meaning it includes a bathtub) on the third floor and on the fourth floor
- Common rooms and computer room
- Office space (with appropriate IT cabling and equipment)
- Central desk/security station on each floor
- Warming kitchen and dining area
- Laundry room on each floor
- Storage facilities
- Recreation Facilities
- One unit with private bathroom on each floor
- Security cameras and related equipment

The Work Agreement will contain mutually agreed upon project milestones for the Tenant Improvements and delivery of the Premises.

All Tenant Improvement plans and construction drawings prepared by the Landlord's architect will be reviewed and approved by the District in writing prior to the Landlord commencing any Tenant Improvements.

The total amount to be incurred by Landlord under the Work Agreement pursuant to the development budget (which shall be an exhibit to the Work Agreement) shall be subject to the requirements of D.C. Code Section 2-218.46 regarding the use of Small Business Enterprises and Certified Business Enterprises (as such terms are defined under D.C. Code Section 2-218.02; such requirement, the "SBE/CBE Requirement"). Within 30 days of the Lease Effective Date (defined below), Landlord shall deliver its contracting and subcontracting plan to evidence its compliance with the SBE/CBE Requirement. Landlord's failure to comply with the SBE/CBE Requirement shall constitute a default under the Lease.

LANDLORD WORK

Landlord at Landlord's sole cost and expense shall construct a new building to be located at 2619 Wisconsin Avenue NW, in accordance with plans and specifications (to be defined in the Work Agreement) and in accordance with all applicable federal and District of Columbia codes, laws and regulations.

DELIVERY

The date on which Landlord will deliver the Premises Substantially Complete to the District is estimated to be 20 calendar months from the date on which the Lease is executed by the parties (the "Lease Effective Date"), subject to day-for-day extension for any Tenant Delay or Force Majeure Event ("Delivery Date").

OUTSIDE DELIVERY DATE

The Outside Delivery Date shall not occur more than 24 calendar months from the Lease Effective Date (the "Outside Delivery Date"). In the event the Premises are not delivered by the Outside Delivery Date, Landlord will grant to the District an abatement (on a per diem basis) of the Annual Rent when due for each day of Landlord's failure to deliver possession of the Premises to the District.

CONDITION OF PREMISES

As of the Delivery Date, the Premises, including all HVAC, plumbing, electrical and other mechanical systems, shall be in good working order and condition, with all of the Tenant Improvements Substantially Completed and in compliance with all applicable federal and District of Columbia codes, laws and regulations.

SECURITY

The District will provide onsite security personnel as required in the District's discretion and will provide Landlord with security requirements as part of the Tenant Improvements. Landlord will not be responsible for any security of the Premises, except and to the extent of its responsibility to maintain, repair or replace any security equipment installed pursuant to the District's security design specifications as part of the Tenant Improvements.

The District will provide and be responsible for all security at the Premises, including onsite personnel for use of installed security equipment and for prevention and/or enforcement of security issues that arise.

As of the Delivery Date, Landlord will comply with all reasonable security requirements and requests of the District.

STANDARD LEASE TERMS OF DISTRICT

Set forth below are the District's standard lease terms, which are not subject to negotiation.

LEASE FORM

The Lease shall be on the District's standard form lease.

MAINTENANCE AND REPAIR

Landlord, at its sole cost and expense (meaning that such costs and expenses are already included in Annual Rent and shall not be billed as Additional Rent), shall promptly make all repairs, perform all maintenance, and make all replacements in and to the Land and the Building, including the Premises and the Tenant Improvements constituting fixtures, that are necessary or desirable to keep the same: (a) in good condition and repair, (b) in a clean, safe and tenantable condition, and (c) otherwise in accordance with all laws and the requirements of the Lease. Subject to the following paragraph, the District shall be responsible for any needed repair or replacement within the Premises caused by the negligence or willful misconduct of the District, its employees, or agents or by Occupants (as determined by the judgment of a court of competent jurisdiction in the event the District disputes that its employees, agent or Occupants were negligent or engaged in willful misconduct) and subject to the certification of appropriated funds for such purpose).

The District shall provide notice to Landlord of any known defect in or damage to the Premises (each, a "Repair Item"). Landlord shall inspect such condition and provide the District with an invoice for the reasonable cost of the Repair Item. If the District is responsible, in whole or in part, for the cost of the Repair Item, the invoice shall be subject to the District's approval. If such invoice is approved by the District, Landlord shall promptly effect the repair or replacement, and the District shall pay the applicable cost within 30 days as Additional Rent. Notwithstanding any provision of this LOI to the contrary, if a Repair Item is for damage to the Premises or any FF&E provided by Landlord as part of the Tenant Improvements caused by the negligence or willful misconduct of the District, its employees, or agents or by Occupants (as determined by the judgment of a court of competent jurisdiction in the event the District disputes that its employees, agent or Occupants were negligent or engaged in willful misconduct and subject to the certification of appropriated funds for such purpose) and the total reasonable cost for such Repair Item (i) is equal to or less than \$1,000, Landlord shall effect the Repair Item at its sole cost and expense ("Landlord's Repair Cost") and the District shall have no obligation to pay or reimburse Landlord for any portion of the Repair Item, or (ii) exceeds \$1,000, then the District shall be obligated to pay only for the amount which exceeds \$1,000; provided, however, that Landlord's Repair Cost shall not exceed \$3,000 in any calendar month.

Landlord shall provide staff as follows: 1.5 FTE on-site from 8 a.m. to 6 p.m. and 0.5 FTE on-site from 6 p.m. to midnight as a porter/on-site building manager; and 0.5 FTE on-call from midnight to 8 a.m. who can respond to the site within 2 hours (after-hours call number to be provided by Landlord). Landlord will provide repair and maintenance, trash and snow removal, and other janitorial tasks in accordance with Exhibit "A". The cleaning specifications in said Exhibit "A" include (i) all space within the Premises, including bathrooms and kitchens, and (ii) the provision of a regular, reasonable supply of toilet paper for bathrooms and napkin paper

products for bathrooms and the kitchen. Landlord shall have no obligation to maintain or repair any District-owned equipment. Landlord shall have no obligation to provide cleaning within sleeping rooms, other than as part of Turnover Services; provided, however, that Landlord shall provide cleaning services to the Private Bathrooms on a regularly scheduled basis.

SIGNAGE

Landlord, as part of the Tenant Improvements, shall provide and install interior signage as requested by the District.

INTERRUPTION OF SERVICES

Upon any event or condition not caused by the negligence of willful misconduct of the District or its employees or agents which causes the Building or a portion thereof to be unfit for its intended use or occupancy, the District shall be entitled to an abatement of Annual Rent and Additional Rent on a per diem basis in the proportion which the affected area bears to the total Building. Such abatement shall begin on the third (3rd) business day of such interruption, and if such interruption continues for a total of ten (10) business days, Landlord shall deliver to the District a reasonably detailed plan to end the interruption. If the interruption is caused by the negligence of willful misconduct of the Landlord or its employees or agents, and Landlord fails to deliver the plan and end the interruption as provided therein, or if District does not approve the plan, in its sole but absolute discretion, then District shall have the right to immediately terminate the Lease.

INSURANCE

Landlord shall carry and maintain all-risk property insurance (with 100% replacement cost coverage with an agreed amount endorsement) covering the Building (including the Tenant Improvements constituting fixtures) and Landlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision. Landlord shall also carry and maintain commercial general liability insurance with a minimum limit of liability in the amount of \$3,000,000 for personal injury or death of persons occurring in or about the Building (including the Premises. Landlord shall cause the "District of Columbia, as its interests may appear" to be added as an additional insured or additional loss payee (as applicable) on all insurance policies required to be carried by Landlord under the Lease. Landlord acknowledges that District does not maintain any insurance policy insuring against liability or loss, damage or injury to property applicable to the Lease and, therefore, waiver of subrogation does not apply to the District.

LIABILITY

Landlord shall be liable to the District, and shall indemnify, defend and hold the District harmless from, any damage, injury, loss or claim based on or arising out of the Lease or any agreement executed in connection with the Lease if the same is due to the negligence or willful misconduct of Landlord or its agents or employees. Based upon the Anti-Deficiency Acts (defined below), the Lease shall not include any provision requiring the District to indemnify

Landlord, reimburse Landlord or make any payment to Landlord other than Annual Rent and Additional Rent unless subject to the District's prior approval (which payments are all subject to the Anti-Deficiency Acts).

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

The Lease shall, by its terms, be subordinate to any existing mortgage or ground lease affecting the Land or the Building (a "Mortgage"), provided that Landlord causes the mortgagee or ground lessor (the "Mortgagee") to enter into a non-disturbance and attornment agreement, on the District's form, with the District (a "Non-Disturbance Agreement") within 60 days of the execution of the Lease. If the Non-Disturbance Agreement is not timely delivered to the District, the District shall have the right to terminate the Lease, effective immediately. The Lease shall, by its terms, be subordinate to any future Mortgage, provided that Landlord causes the Mortgagee to deliver a Non-Disturbance Agreement to the District. Upon Landlord's request, the District shall enter into a subordination, non-disturbance and attornment agreement, on the District's form, with a Mortgagee.

ASSIGNMENT AND SUBLETTING

The District shall have the right, subject to Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed, to assign the Lease or sublease all or any portion of the Premises. Any profit accruing to the District as the result of any such assignment or sublease shall be equally divided between the District and Landlord.

As stated above, subject to the Permitted Uses, the District shall have the right to substitute another District agency as occupant of the Premises without such substitution constituting a sublease of the Premises or an assignment of the Lease, and such substitution shall not require the consent of Landlord.

BROKERAGE

The District has not been represented by any agent or broker with respect to this transaction.] In the event Landlord is represented in this transaction by an agent or broker, Landlord shall pay such agent or broker its fees or commission pursuant to the terms of a separate written agreement between Landlord and its agent or broker. Landlord shall indemnify and hold the District harmless from and against all liabilities, obligations and damages arising, directly or indirectly, out of or in connection with a claim from a broker, finder or agent with respect to the Lease or the negotiation thereof, including costs and attorneys' fees incurred in the defense of any claim made by a broker alleging to have performed services on behalf of Landlord.

ANTI-DEFICIENCY

The following limitations exist as to each and every purported obligation of the District set forth in the Lease, whether or not expressly conditioned:

The obligations of the District to fulfill any financial obligation pursuant to the Lease or any subsequent agreement entered into pursuant to the Lease or referenced therein (to which the District is a party) are and shall remain subject to the provisions of (a) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (b) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2006 Supp.) ((a) and (b) collectively, the “**Anti-Deficiency Acts**”); and (c) § 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2006 Supp.), as each may be amended from time to time and each to the extent applicable to the Lease. Pursuant to the Anti-Deficiency Acts, nothing in the Lease shall create an obligation of the District in anticipation of an appropriation by the United States Congress (“**Congress**”) for such purpose, and the District’s legal liability for the payment of any financial obligation, including but not limited to any Annual Rent or Additional Rent, under the Lease shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress and the District of Columbia (references in this Section to “District of

Columbia” shall mean the District of Columbia as a sovereign entity, and not as tenant). During the term of the Lease, the District of Columbia agency authorized and delegated by the Mayor of the District of Columbia to administer the Lease shall, for each corresponding District of Columbia fiscal period, include in the then-current services funding level package a request sufficient to fund the District’s known potential financial obligations under the Lease for such fiscal period.

If no appropriation is made by the District of Columbia or Congress to pay any financial obligation, including but not limited to any Annual Rent or Additional Rent, for any period after the District of Columbia fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available, the District shall not be liable to make any payment under the Lease upon the expiration of any then-existing appropriation. In such case, the District shall promptly notify Landlord and the Lease shall immediately terminate upon the expiration of any then-existing appropriation as if such expiration were the expiration date of the Lease, and District shall immediately vacate the Premises.

Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the District or the District of Columbia shall have any personal liability in connection with the breach of these provisions or in the event of a default by the District under the Lease.

The Lease shall not constitute an indebtedness of the District of Columbia nor shall it constitute an obligation for which the District of Columbia is obligated to levy or pledge any form of taxation or for which the District of Columbia has levied or pledged any form of taxation. No agent of the District is authorized to obligate or expend any amount under the Lease unless such amount has been appropriated by act of Congress and is lawfully available.

AUTHORITY

Execution of a lease or any other agreement between Landlord and the District may be subject to authorization by the Council of the District of Columbia pursuant to § 451 of the District of Columbia Home Rule Act (D.C. Official Code § 1-204.51 (2001)), as may be amended from time to time.

COUNTERPARTS

This LOI may be executed in multiple counterparts and delivered by e-mail .pdf transmission, each of which shall be deemed an original and all of which together shall constitute one and the same document.

NON-BINDING PROVISIONS

Notwithstanding any provision of this LOI to the contrary, this LOI constitutes a general, non-binding letter of intent and is not intended to, and does not, create a legal, binding commitment or obligation on the part of Landlord or the District or any of their affiliates to pursue the transaction contemplated by this LOI or any other transaction. Each of Landlord and the District understand and agree that neither of them is or shall be legally bound to the other by reason of this LOI, nor shall any rights, liabilities or obligations (including the obligation to negotiate in good faith) arise as a result of this LOI or any other written or oral communications between Landlord and the District, whether directly or through a broker. It is further understood that the only agreement binding upon Landlord and the District would be the Lease, subject to prior District of Columbia Council approval, if applicable.

For the avoidance of doubt, this LOI supersedes and replaces that certain Letter of Intent dated January 8, 2016 and executed by DGS on January 8, 2016 and by Landlord on January 12, 2016.

[SIGNATURE PAGES AND EXHIBIT FOLLOWS]

If the terms and conditions set forth in this LOI are acceptable to you, please sign and date below and return one (1) original to my office.

Sincerely,

DISTRICT OF COLUMBIA,
a municipal corporation,
acting by and through its Department of General Services

By: 

Name: J. Forest Hayes


Title: Associate Director

Date: 3/16/16

[LANDLORD SIGNATURE PAGE AND EXHIBITS FOLLOW]

AGREED AND ACCEPTED:

GLOVER PARK DEVELOPERS LLC

By: 
Name: Bruce Finland
Title: Managing Member
Date: 3-16-16

[EXHIBIT FOLLOWS]

Exhibit A

Landlord Services

I. Maintenance and Repair Reporting

Landlord shall, on a monthly basis (or as otherwise reasonably requested by the District), deliver to the District a report of any maintenance and repair performed by Landlord and the cost associated therewith during the previous month (M&R Reporting). M&R Reporting shall include summary information specific to the corrective action taken and the then total cost paid for by Landlord for such maintenance and repair items.

II. Building Systems

Landlord shall develop respective inspection and Preventive Maintenance Programs for Building Systems that included in, but not limited to the list below (Building Systems PM Programs). Further, the respective Building Systems PM Programs shall be defined more specifically in the Lease.

- DMARC Termination
- Electrical
- External Façade/Skin
- HVAC Systems/Preventive Maintenances
- Incoming Utilities Services
- Parking Lot maintenance and restriping
- Plumbing
- Roofing
- Snow Removal

III. Custodial Services

The intent of these specification is that the facilities shall be maintained in spotlessly clean and odor free condition at all times. Further, Custodial Services include, but not exclusive to the locations and tasks listed below.

A. Restrooms-Daily/Weekly/Monthly

1. Wash all mirrors daily;
2. Wash hand basin and bright work with non-abrasive cleaner daily;
3. Wash urinals and bright work daily;
4. Wash and sanitize toilet seats, toilet bowls and bright work daily;
5. Sweep floors first and then damp mop daily;
6. Clean kick-plates and baseboards after mopping floor;
7. Damp wipe and clean where necessary daily;
8. Walls and partitions are to be free of hand prints and dust;
9. Replenish bathroom supplies daily;
10. Entrance doors and frames are to be cleaned daily so as to be free from dust and fingerprints;
11. Remove smudges, stains, etc. from all tile walls daily and deep-clean all tile and grout at least once per quarter;
12. Areas directly behind and beneath toilets shall be cleaned daily;
13. Partitions and ventilating louvers are to be damp wiped weekly;
14. Dust light fixtures monthly;
15. Machine scrub floors with approved germicidal detergent solution on a monthly basis;
16. All showers/bath tubs will be cleaned and sanitized on a daily basis.

Specifically, for cleaning toilets, toilet bowl brush shall be used on toilet bowls, and care shall be given to clean flush holes under the rim of bowls and passage traps. Bowl cleaner shall be used at least once each week and more frequently if necessary.

The intent of this specification is that restrooms shall be maintained in spotlessly clean and odor free condition at all times.

B. Offices and Hallways (Corridors)

1. Dusting Weekly:

All unobstructed furniture, office equipment, appliances, window sills, and etc. shall be dusted with a treated cloth or static duster. This shall include all horizontal surfaces up to 84 inches high. Enough vertical surfaces shall be completed daily to complete surfaces each week. Desks and tables not cleared of paper work and materials shall only be dusted where the desk top is exposed. Equipment such as computers, calculators, printers, etc., shall not be dusted.

2. Dust Mopping:

All non-carpeted floor areas shall be dust mopped daily with a treated dust mop, with special attention being given to areas under desks and furniture to prevent accumulation of dust and dirt. When appropriate, dust mopping shall be performed after furniture has been dusted.

3. Wastepaper Baskets:

Wastepaper baskets are to be emptied daily, and are to be wiped clean. Waste baskets shall be damp wiped if necessary. Plastic liners, where utilized, shall be changed as needed.

4. Vacuuming-Daily/Weekly:

All rugs and carpets in office areas, including under work surfaces, desks and chairs, as well as public spaces, shall be vacuumed in all areas. Hard to reach places, shall be vacuumed weekly.

5. Spot Cleaning Carpets-Weekly:

All carpeted areas shall be inspected daily for spots and stains. All spots and stains shall be removed, if possible, as soon as possible. Where difficult spots are encountered, a notation shall be left with the building management representative.

6. Telephones:

Telephones are to be disinfected monthly.

7. Upholstered Furniture:

All upholstered furniture shall be thoroughly vacuumed on a regular basis.

8. Fire Extinguisher Cabinets:

All fire extinguisher cabinets shall be cleaned quarterly.

9. Water Cooler-Daily:

All water coolers shall be cleaned and polished daily.

10. Spot Cleaning-Daily as Needed:

All hand prints and spots shall be removed from doors and light switches daily.

11. High Dusting-Monthly:

Ledges, molding, picture frames, etc., shall be cleaned monthly or more frequently if necessary.

12. Venetian Blinds-Periodic:

A sufficient number of Venetian blinds shall be dusted daily, so that all blinds are dusted every 90 days.

13. Air Conditioning Grilles-Monthly:

all areas around air conditioning and return air grilles shall be cleaned once each month or more often if necessary.

14. Glass Partitions:

Glass partitions/walls will be cleaned thoroughly; metal work and hardware associated with glass shall be cleaned and dusted. This work will be done as needed to maintain these areas in top condition.

C. Stairways and Landings-Daily/Weekly/Monthly

All stairways and landing shall be checked daily and damp mopped weekly. Spot cleaning of walls and doors shall be performed weekly. Hand rails, fire points, and other miscellaneous hardware shall be cleaned monthly.

D. Entrance Lobby

1. Entrance lobbies shall be cleaned thoroughly daily. Lobby glass and metal shall be cleaned and dusted daily. Lobby walls up to 84 inches shall be dusted and kept free from finger marks, smudges, etc. Lobby floors and entrance ways are to be dust mopped thoroughly daily, and damp mopped to maintain a clean and lustrous appearance.

2. Walk-off mats will be vacuumed daily and washed weekly

E. Polishing-As Necessary

All door plates, kick plates, brass and metal fixtures within the building shall be polished as necessary, and residue from floor maintenance cleaned as necessary.

F. Light Fixtures-Quarterly

The exterior of all light fixtures shall be dusted quarterly.

G. Specialty Cleaning-Daily/Weekly/Monthly

Resilient floors shall be maintained as follows:

1. Normal maintenance

- Spot mopping daily
- Completely mop all areas with a neutral cleaner weekly.
- Spray buff as needed using high speed machine (1500-2000 RPM's)

2. Stripping of floors as needed will be accomplished as follows:

- Strip floors with an approved wax and finish remover.
- Rinse floor twice by using clean water and mopping up stripper.
- Apply two coats of water based sealer undercoat.
- Apply minimum of one coat floor finish.

3. In all cases, transporting liquids over carpeted areas shall be done in a manner to avoid spillage. Contractor is liable for any cleaning costs or damage caused by these occurrences.

Care will be exercised in applying strippers, sealer and waxes to ensure none is applied to furniture and walls. Floor machines will be used by trained personnel in order to prevent any damage to customer's property.

H. Materials and Services provided by Contractor

Supplies will be furnished by the Contractor. Cleaning supplies are required to maintain the facility under contract and the cost of these supplies are included in the monthly bid price.

I. Unit Turnover Services (where applicable)

1. Kitchen/Private Bathrooms/Common Area Laundry

- a) Wipe/Clean all cabinets including interior shelving/drawers
- b) Clean all mirrors, sinks, toilets, showers/tubs
- c) Clean countertops
- d) Polish all fixtures
- e) Clean all appliances inside and out, including:
 - Microwave
 - Refrigerator/Freezer
 - Oven / under stove lift top / bottom shelf
 - Dishwasher
 - Wash/remove drip pans

2. WALLS/CEILINGS/WALLPAPER/PANELING/FINISH WORK

- a) Remove cobwebs from walls and ceilings
- b) Clean walls to remove fingerprints (per request only)
- c) Clean all millwork and wipe all switch plate covers
- d) Clean all light fixtures
- e) Paint if needed
- f)

3. DOORS/WINDOWS/VENTS

- a) Clean all interior windows including tracks
- b) Dust blinds
- c) Wash both sides of all sliders or other exit doors
- d) Remove cobwebs from outside front door and sweep entry area
- e) Empty and clean all fireplaces and wood stoves

4. UPHOLSTERED FURNITURE:

All upholstered furniture shall be thoroughly vacuumed quarterly.

5. FLOORS

- a) Clean and scrub (if necessary) all vinyl floors/baseboards
- b) Vacuum/shampooing of all carpeting
- c) Damp mop all hardwood floors
- d) Stripping/Waxing of all VCT flooring

IV. Landscaping Services:

- A. This plan directs the activities of Facilities personnel in the management of lawn care and the operation of lawn care equipment required to maintain areas. This plan will ensure that landscaping operations are completed in a workman like manner consistent with standard practice.
- B. This plan covers all areas designated to be lawn care areas by Building Ownership. These areas include but are not limited to Front yard, Backyard, Side yard, Shrubbery, and Trees

Duties to be performed by lawn care specialists contracted should be performed upon each weekly visit to the facility. The following duties shall be consistently performed:

- 1. Weekly mowing of front and back lawn (Lawn will be mowed to 2"-3" tall)
- 2. Weekly lawn will be trimmed around edges
- 3. Weekly shrubs and bushes will be trimmed
- 4. Daily front yard plants will be watered.

V. Snow Removal:

- A. Building managements shall ensure that snow removal operations are completed in a workman like manner commiserate with standard practice for first class residential facilities within Washington, DC. The Snow Removal plan covers all areas designated to be snow areas by the Tenant. These areas include but are not limited to:

- 1. Roadways
- 2. Parking Lots
- 3. Sidewalks

- B. Top Priorities in the removal of inclement weather:

- 1. Main roadway to buildings shall be cleaned
- 2. Driveways to garage, ramps, and loading docks shall be cleaned sufficiently to permit entrance and exit of vehicles.
 - Parking areas (courts and lots) shall be cleaned of snow before work occupancy time.
 - All fire hydrants shall be uncovered and made accessible.
- 3. When plowing snow, special care shall be taken to avoid piling contaminated snow (mixed with deicing compounds) onto plants, planting beds and lawn areas.