

TIFFANY

Req/Order No.

Lawson Ref. No.



Guilford County Contract Control Sheet

Page 1 of 2

Submitter Rick Mosher
Department Facilities

Submit Date 01/30/2017
Director Robert McNiece

Contractor/Vendor NC DEPT AGRICULTURE & CONSUMER [65941] {unknown}

Item or Service

Lease of Room located at 3309 Burlington Rd

Contract # 65941-02/17-256

Amendment

Event/Bid #

Date Required 01/30/2017

Effective Date 05/01/2017

Expiration Date 4/30/2018

Evergreen ☐ On Completion ☐

Type of Contract ☐ Max Exposure ☐ Price Only ☒ Other Revenue

Amount \$4,480.00 (revenue)

Acct Unit/Code ☐

Acct Unit 175210

Acct Code 49203

Multiple ☐

Revenue ☒

No Money ☐

175120

County Attorney Approval As To

Form ☒

Date 2/15/17

By [Signature]

Legal Sufficiency ☒

Date 2/15/17

By [Signature]

Final Execution ☒

Date 6-9-17

By THS

Revisions Necessary

☐ YES ☐ NO

Board Action Necessary

☐ YES ☐ NO

Independent Contractor

☒ YES ☐ NO

County Manager Approved

[Signature]

Date 5-8-17

Commissioners Approval ☐ Not Required Approved ☐ CHAIRMAN ☐ COUNTY MGR Date
Clerk Attest

Department Approval Approved Date

Purchasing Approval Approved Date

Finance Date Recv 4/10/17 Price Only ☐ YES ☒ NO FASB 13 CAP Lease ☐ YES ☒ NO ☐ N/A
AC Ledger ☐

Rev/Approve

Initials / Date

Special Instructions or Comments

Fin Analyst

[Signature] 4/20/17

Fin Rpt Mgr

[Signature]

Acct Tech

[Signature]

Dep Fin Director

[Signature] 4/26/17

Finance Director

[Signature] 4/26/17

\$375.33 x 12 = \$4,479.96

Proaudit N/A - revenue

Copy to Lane' to track.

Notes / Comments

** T Johnson-2/15/2017 1:28 PM **

FORWARD CONTRACT TO COUNTY ATTY FOR REVIEW

4-7-17- FORWARD TO FINANCE

5-8-17- TO CTY MGR

5-30-17 - MAIL TO VENDOR



Guilford County Contract Control Sheet

Page 2 of 2

Submitter Rick Mosher

Submit Date 01/30/2017

Department Facilities

Director Robert McNiece

** R Mosher-2/15/2017 1:09 PM **

Changed dates to 5/1/17 Effective Date and 4/30/18 Expiration Date on contract and in system.

** T Johnson-2/15/2017 11:16 AM **

EMAIL R.MOSHER ABOUT PER STATUE CONTRACT NEEDS TO BE BOARD APPROVED FUE TO IT BEING A LEASE WITH THE STATE. HE IST O GET DATE FOR BOARD APPROVAL AND LET ME KNOW.

** R Mosher-1/30/2017 9:48 AM **

Uploaded contract.

10-9-17- CONTRACT FULLY EXECUTED
E COPY TO R.MOSHER, R.MCNIECE
FINANCE

**NORTH CAROLINA
COUNTY OF GUILFORD**

**Lease of Space at
3309 Burlington Rd
Greensboro, North Carolina**

LEASE AGREEMENT

THIS LEASE AGREEMENT is hereby made and entered into as of this 1st day of May, 2017, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter designated as the "**LESSOR**," and the **STATE OF NORTH CAROLINA on behalf of NC DEPT AGRICULTURE & CONSUMER**, hereinafter designated as the "**LESSEE**," and also collectively referred to as the Parties.

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and April 1, 2003

WHEREAS, the Department of Administration has delegated to the Department of Agriculture the authority to execute this lease agreement by a memorandum dated the 26th day of March, 1982; and

WHEREAS, according to the provisions set forth herein and for consideration received, the Parties hereby acknowledge that LESSEE shall lease from the LESSOR 448 square feet of existing space in the building located at 3309 Burlington Road, Greensboro, Guilford County, North Carolina, hereinafter referred to as the "Premises" or "Property," and as may be shown on **Exhibit B**, which is attached hereto and incorporated herein by reference.

WHEREAS, the Parties hereto have mutually agreed to the terms and conditions of this Lease Agreement, hereinafter set out as follows; and,

NOW, THEREFORE, THE CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. **Contract Term.** The term of this Lease shall be for one (1) year, beginning on May 1, 2017, and ending on April 30, 2018.
2. **Renewal.** The tenancy provided for in this Lease expires on the expiration date of the initial term stated above, but it is expressly understood that LESSEE, if not in default hereunder, shall have the option for renewing this Lease Agreement for up to two (2) additional one (1) year periods, provided that LESSEE notifies LESSOR in writing of LESSEE's intention to renew at least ninety (90) days prior to expiration of the current Lease Agreement term, and upon mutual agreement of the Parties set forth in a written agreement executed by both Parties.

3. **Rental Payment.** The rental amount under this Lease shall be at \$10.00 per square foot of space or \$4480.00 annually. Monthly rental payments of \$373.33 shall be paid to LESSOR (GUILFORD COUNTY) at the Address listed in Paragraph 4 of this Lease for the PROPERTY MANAGEMENT AND FACILITIES DEPARTMENT. **Said payment is to be Due and Paid by the 1st business day of each month. If LESSOR does not receive the full monthly payment within 5 business days after it has become due, the LESSEE agrees to pay LESSOR, as additional rent, a late charge equal to 1.5% of the overdue payment.**

4. **Notices.** Except where otherwise stated herein, all notices, correspondence, and payments pursuant to this Lease shall be in writing and delivered personally or mailed or delivered to the following address for the Parties. Either Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. The address to which Notices shall be delivered as aforesaid to either Party may be changed by written Notice. Mailed notices will be deemed communicated as of three (3) days after mailing. Notices shall be sent to the following:

Notices to LESSOR:

Attention: Marty K. Lawing
Guilford County Manager
GUILFORD COUNTY
301 West Market Street, 2nd Floor
Greensboro, N.C. 27401

with a copy to:

Attention: Robert McNiece
Guilford County Facilities Director
Guilford County Property Management and
Facilities Department
301 West Market Street, 4th Floor
Greensboro, N.C. 27401

Notices to LESSEE:

Attention: Real Property Agent
NCDA&CS Property & Construction Div.
1001 Mail Service Center
Raleigh, NC 27699-1001

5. **Utilities and Services.** LESSOR agrees to furnish to the LESSEE, as a part of the consideration for this Lease, the following adequate services and utilities:
- A. Heating, air conditioning, electrical, plumbing, and general maintenance;
 - B. Janitorial services and cleaning supplies;

- C. Maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas, if applicable, and disposal of trash with the exception of Biohazard material, which will be the LESSEE's responsibility;
 - D. All utilities except telephone, cable TV and computer service;
 - E. Elevator service, if applicable;
 - F. Visitors would have use of the visitor's parking for the building;
 - G. Required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper;
 - H. All fire or safety inspection fees;
 - I. All storm water fees; and,
 - J. Accessibility to persons with disabilities. Where applicable, this shall include access into the premises from the parking areas, into the premises and access to an accessible restroom.
6. **Indemnification.** The LESSOR, its employees, agents, invitees, or contractors shall be indemnified for any injury or damage to the LESSEE's business or loss of income therefrom, or any damage sustained to the person, property or personal property of the LESSEE, it's employees, agents, invitees or contractors as the result of providing the services listed in Paragraph 5, A-J, or as the result of any breakage, leakage, obstruction or other defects of any utility installation, HVAC system or any components of the Property except to the extent that such damage or loss is caused by the LESSOR's gross negligence or willful misconduct. The LESSOR's providing of the services listed in Paragraph 5, A-J should in no way indemnify the LESSEE from maintaining the Premises in a clean and safe condition, free from trash, obstacles and safety concerns, at all times during the tenancy at LESSEE's expense and obligation.
7. **Termination.** The LESSEE may cancel the Lease upon ninety (90) days written notice to LESSOR. Should LESSEE terminate this Lease early, advance rental payments paid by LESSEE to LESSOR for the terminated lease period, if any, shall be forfeited by the LESSEE.

The LESSOR may cancel this Lease for any reason upon ninety (90) days written notice to LESSEE. Should LESSOR terminate this Lease early, any advance rental payments which have been paid by LESSEE to LESSOR for the terminated Lease period, if any, shall be refunded to LESSEE by LESSOR within thirty (30) days of date of termination of this Lease Agreement.

8. **Enjoyment of Premises.** The LESSOR agrees that, upon LESSEE keeping and performing the covenants and agreements contained here, LESSEE shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.
9. **Surrender.** Upon the expiration of or termination of this Lease, LESSEE shall peacefully and quietly leave and surrender the premises in good order and repair to LESSOR, and in the same condition as when delivered to the LESSEE. LESSEE shall retain the ownership of and has the right to remove prior to surrender of the premises all movable equipment, and supplies placed in or on the premises by LESSEE, provided LESSEE repairs any damage to the Property resulting from such removal.
10. **Care of Premises.** The LESSEE agrees to maintain and keep the Property in reasonable condition at the LESSEE's expense. There shall be no improvements permanent in nature erected within the Leased area without express permission from the LESSOR. LESSEE is expected to implement all best management practices.
11. **Removable Improvements.** In order for the LESSEE to make minor temporary or removable improvements to the Property at LESSEE's expense, the LESSEE must obtain the prior written approval of the LESSOR, and such minor temporary or removable improvements to the Property may not mar the condition or appearance of the Property. LESSOR agrees to let the LESSEE remove such improvements, provided that LESSEE leaves the Property from which such improvements are removed in good condition. LESSEE is strictly forbidden to add any structural, electrical wiring, plumbing, or heating to any building without the prior written consent of the LESSOR.
12. **Insurance.** Lessor agrees that the Lessee's decision to self-insure satisfies all insurance requirements of this lease applicable to the Lessee.
13. **LESSOR's Duties.** Except as expressly stated herein, LESSOR and its agents or employees shall have no other duties to LESSEE under this Agreement or otherwise related to LESSEE's use of the office space.
14. **Sublet, Assignment, Assumption.** This Lease cannot be sublet, assigned or assumed without LESSOR's written approval.

If LESSEE should undergo merger, acquisition, bankruptcy or any change in its ownership or name for any reason, LESSEE must notify LESSOR in writing of these changes and provide LESSOR with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, LESSEE will submit the name and address of the assuming entity's registered agent for service of process and/or all notices required under this Lease Agreement.

15. **Transfer of Property.** If the LESSOR should sell or otherwise transfer title to the Property, they shall do so subject to the provisions of this Lease.
16. **Binding on Heirs.** The provisions of this Lease shall be binding upon the heirs, executors, administrators and successors of both LESSOR and LESSEE in like manner as upon the original Parties, except as otherwise provided by mutual written Agreement.
17. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement and no intended beneficiaries other than those identified herein.
18. **Independent Contractor/Indemnification.** LESSEE shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the LESSOR or any of their agents or employees and LESSEE, or any of their agents or employees. LESSEE is an independent contractor and not an employee, agent, joint venture or partner of the LESSOR. LESSEE agrees to make no representations to the contrary. This Lease is entered into upon the express condition that the LESSEE shall indemnify LESSOR and hold LESSOR harmless from all liabilities, claims, expenses for damages or loss by LESSEE.
19. **Right of Entry.** While this Agreement is in effect, both Parties and their authorized agents and employees shall have the right to access the leased space for legitimate purposes. The LESSOR and its representatives and/or agents may enter said premises at any reasonable time for the purpose of inspecting the premises or land relating to the performance of maintenance activities on the Property and to ensure compliance with the Lease.
20. **Amendments.** All modifications or alterations to this Lease shall be made by written Amendment to this Lease which shall be signed by both the LESSEE and LESSOR.
21. **Severability.** If any provision of this Lease should be held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Lease shall remain in full force and effect.
22. **Headings/Titles/Wording.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Lease Agreement are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this

document. The terms "Attachment," "Exhibit," and "Addendum" have the same meaning and may be used interchangeably throughout this document.

23. **Entire Agreement.** This Lease Agreement, including the Exhibits and/or Attachments, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Lease Agreement shall not be modified except by a writing subscribed to by all the Parties.
24. **Jurisdiction.** The Parties agree that this Lease Agreement is subject to the jurisdiction and laws of the State of North Carolina. LESSEE will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein as **Exhibit A**.
25. The State of North Carolina is an immune sovereign and is not ordinarily subject to suit. However, the State has enacted the North Carolina Tort Claims Act, pursuant to which the State may be liable for the torts of its officers and employees, within the terms of the Act. Accordingly, the Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.
26. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
27. **Iran Divestment Act of 2015.** Whereas, N.C.G.S. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C.G.S. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C.G.S. Chapter 147, Article 6E entitled "Iran Divestment Act," each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

GUILFORD COUNTY CONTRACT NO. 65941-02/17-256
STATE OF NORTH CAROLINA on behalf of NC DEPT AGRICULTURE & CONSUMER

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

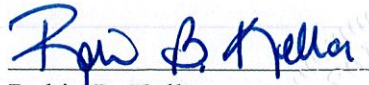
GUILFORD COUNTY

ATTEST:



Marty K. Lawing
Guilford County Manager

5-8-17
Date



Robin B. Keller
Guilford County Clerk to Board

5-8-17
Date

(COUNTY SEAL)

**STATE OF NORTH CAROLINA on behalf
of NC DEPT AGRICULTURE & CONSUMER**

ATTEST/WITNESS:



Date

Print Name/Title: G. Katylivert
Director



Date

Print Name: Deborah H. Robertson
Asst. Director, Property Section
(CORPORATE SEAL)

Hand-drawn floor plan of a building with various rooms and dimensions. The plan includes a N. HALLWAY, FORESTER'S OFFICE, PRESSURE STORAGE, D.H.I. OFFICE, and H.E. DEM. STORAGE. Dimensions are given in feet and inches. The plan is labeled with 'A' and 'H' in triangles, and '100' and '151' in circles. The drawing is dated 10/1/50.

Rooms and Dimensions:

- N. HALLWAY: 16'-0" x 10'-0"
- FORESTER'S OFFICE: 16'-0" x 10'-0"
- PRESSURE STORAGE: 16'-0" x 10'-0"
- D.H.I. OFFICE: 16'-0" x 10'-0"
- H.E. DEM. STORAGE: 16'-0" x 10'-0"

Other labels and dimensions include:

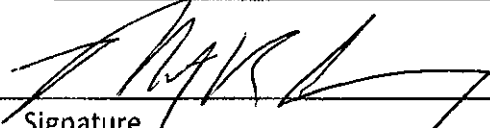
- 100, 151 (circled numbers)
- A, H (triangles)
- 10/1/50 (date)
- 16'-0", 10'-0", 8'-0", 4'-0", 2'-0" (various dimensions)

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86-58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86-55 *et seq.** requires that each proposer, prior to contracting with the State certify, and the undersigned on behalf of the Proposer does hereby certify, to the following:

1. that the proposer is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in activities in Iran;
2. that the proposer shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Proposer to make this Certification.

Proposer: _____

By: 
Signature

Date: 5-19-17

MARTY R. LAWING
Printed Name

COUNTY MANAGER
Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

*Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but renumbered for codification at the direction of the Revisor of Statutes.

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED. FAXED OR E-MAILED PROPOSALS ARE NOT ACCEPTABLE.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR: Guilford County	2. LESSOR'S AGENT: Richard Mosher
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INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: ☐ A. PROPRIETORSHIP ☐ B. PARTNERSHIP ☐ C. CORPORATION ☒ D. GOVERNMENTAL ☐ E. NON-PROFIT ☐ F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES ☐ G. OTHER: TAX I.D. # 56-6000305

MAILING ADDRESS: PO Box 3427	MAILING ADDRESS:
CITY: Greensboro ZIP: 27402	CITY: ZIP:
PHONE#: 336-641-3778 FAX#: 336-641-3802	PHONE#: FAX#:
E-MAIL: rmosher@myguilford.com	E-MAIL:

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)
Agricultural Extension Center. Offices 151, 154, 155

STREET ADDRESS 3309 Burlington Road	CITY Greensboro	COUNTY Guilford	ZIP CODE 27405
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4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED	A. OFFICE 448	B. WAREHOUSE	C. OTHER
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6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	448	\$4480.00	\$10.00	X	X	X	2
WAREHOUSE							
OTHER							
TOTALS				XXXX	XXXX	XXXX	XXXX

Lessor will provide (X) employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments:

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	
OFFICE							
WAREHOUSE							
OTHER							
TOTALS				XXXX	XXXX	XXXX	

Lessor will provide () clientele parking spaces and () employee parking spaces

Comments:

7. LEASE TERM : _____ YEARS BEGINNING DATE: _____

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

*** MAXIMUM OF 3 YEARS TO INCLUDE TERM AND OPTIONS***

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

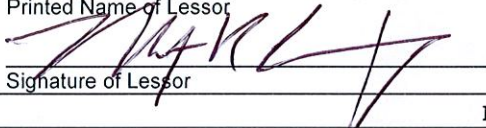
The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, waste paper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Is the proposed building free of hazardous lead paint?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

DEPARTMENT:	DIVISION:
CITY:	SQUARE FEET: AGENT:

(2/6/2017)

LESSOR:	
• ALL LEASES MUST HAVE ORIGINAL SIGNATURES OF LESSOR	
9. ADDITIONAL INFORMATION	
10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?	
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO <input type="checkbox"/> PARTIALLY
EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:	
11. This proposal is made in compliance with the specifications furnished by the Department of <u>AGRICULTURE AND CONSUMER SERVICES</u> . I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until <u>APRIL 30, 2018</u> . I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.	
I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):	
*** <i>(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.</i>	
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.	
<u>MARTY K. LAWING</u>	
Printed Name of Lessor	
	<u>6-5-17</u>
Signature of Lessor	Date
MAILING /DELIVERY INSTRUCTIONS	
Contact: _____	Email: _____
Department/Division: NC Department of Agriculture & Consumer Services, _____	
Mailing Address: NCD&CS, Property & Construction Division, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001	
ENVELOPE SHOULD BE MARKED:	
(a) Lease proposal Enclosed	
(b) Name of State Agency involved.	
NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:	
1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.	
2. Deduct from the Inside area the following:	
*a. Toilets and lounges	
*b. Entrance and elevator lobbies	
*c. Corridors	
d. Stairwells	
e. Elevators and escalator shafts	
f. Building equipment and service areas	
g. Stacks, shafts, and <u>interior columns</u>	
h. Other space not usable for State purposes	
*Deduct if space is not for exclusive use by the State. <u>Multiple State leases require a, b, and c to be deducted.</u> The State Property Office may make adjustments for areas deemed excessive for State use.	
DEPARTMENT:	DIVISION:
CITY:	SQUARE FEET: AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:	
FORM (PO-28) (2/6/2017)	

SPECIFICATIONS FOR NON-ADVERTISED LEASE

Please place a "✓" next to each item that is applicable and an "x" next to each item that is not applicable to the lease

- ☒ 1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also, provide the year the building was constructed.
- ☒ 2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
- ☒ 3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
- ☒ 4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 day per week requirement. A separate HVAC system may be required to maintain this temperature range.
- ☒ 5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
- ☒ 6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
- ☒ 7. Lessor shall provide internal and external sign that will provide easy identification of the office by the general public.
- ☒ 8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
- ☒ 9. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
- ☒ 10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
- ☒ 11. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
- ☒ 12. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.

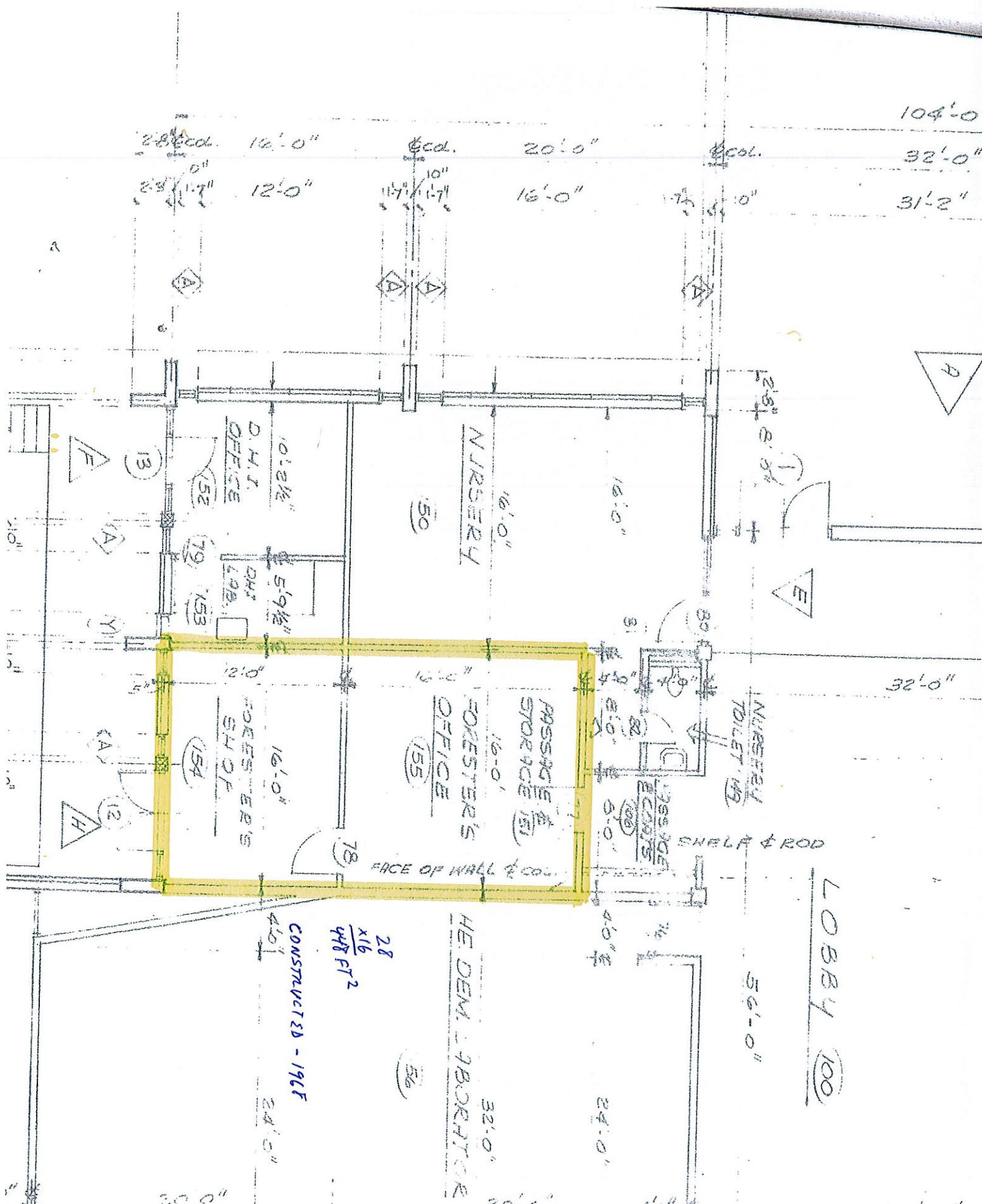
- ✓ 13. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
- ✓ 14. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form PO-28.



Signature of the Lessor

6-5-17
Date



104'-0"

32'-0"

31'-2"

2'-8" COL. 16'-0"
2'-8" COL. 12'-0"

COL. 20'-0"
11'-7" COL. 10"
11'-7" COL. 16'-0"

COL. 17'-0"



32'-0"

NURSERY
TOILET (149)

SHELF & ROD

LOBBY (100)

56'-0"

NURSERY (150)

(50)

FORESTER'S
OFFICE (155)

(155)

FACE OF WALL & COL.

PASSAGE &
STORAGE (151)

D.H.T.
OFFICE (152)

D.H.T.
LOBBY (153)

FORESTER'S
SHED (154)

(154)

28
x 16
= 448 FT²

CONSTRUCTED - 1965

HE. DEM. LABORATORY

(56)

32'-0"

24'-0"

4'-0"

24'-0"

30'-0"