



CITY OF SOMERVILLE

05-42

**RFP TO LEASE SPACE TO FOR
THE SOMERVILLE POLICE STATION**

- SUBMITTAL DUE:

THURSDAY, JULY 7, 2005 @ 2:00 P.M.

at the Office of the Purchasing Director, City Hall
93 Highland Ave., Somerville, Massachusetts 02143

Pre-Proposal Meeting

June 16, 2005 - 2:00 P.M. at the Public Safety Building

BID CERTIFICATION:

Complete this page by signing in the space below and return with completed pricing pages.

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of Massachusetts General Laws, when returning the City's solicitation documents, certification must be made to the following by signing in the space indicated below. **Failure to offer such signature will result in rejection of the bid.**

1. *"The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club or their organization, entity, or group or individuals" and,*
2. *"Pursuant to M.G.L. c.62C, §49A, I hereby certify, under penalties of perjury that to my best knowledge and belief the undersigned bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."*

This bid is submitted by:

(Complete name of firm to be given here)

Signature: _____

Contact Person: _____

Business Address: _____

Telephone: _____ Employer I.D. #: _____

I. PROJECT SUMMARY / GENERAL REQUIREMENTS

The City of Somerville invites proposals to lease space for a police station, in accordance with the terms, conditions, and specifications described herein:

Space Needed Description: The Somerville Police Department requires a minimum of 31,000 square feet for general office space and other police functions as described on the attached specification sheet.

Summary of Space Needs:

1. Space must be within the City of Somerville. Preference will be given to locations that are close to public transportation which serves Somerville residents
2. A minimum of 75 parking spaces is required. Preference will be given to a location with greater than 75 parking spaces.
3. Approximate size:
See the attached space needs analysis for the approximate size of each area required for the Police Station
4. Location must be fully accessible, including an elevator if more than one level, and have public or dedicated accessible parking available
5. Preferred configuration shall conform to the attached space needs assessment.
6. Each office must include sufficient phone lines, fax lines and data line for general office use. In addition, phone lines for a 911 system and dispatch radio system must be provided. Refer to attached Space Needs Assessment
7. Three (3) year lease with two-one year extensions at the sole option of the City.
8. Utilities included or Lease plus estimated utility costs identified.
9. Build-out costs must be included in the rent price for the guaranteed three-year period.
10. The building, after build out is completed, must meet the workplace requirements under state and federal law, including but not limited to, requirements set forth in Appendix A.

II. INTRODUCTION

The City of Somerville invites proposals to lease space for use by the Somerville Police Department.

The RFP has been designed to provide for an open and competitive process for selecting lease space by informing all potential proposers of the steps proposers must take in order to have their proposals considered; the procedure followed in

evaluating proposals and selecting the most advantageous one; the criteria for such evaluation and selection; the terms and conditions of the lease agreement, including the tenant improvements and services to be provided by the landlord to be executed between the chosen proposer and the City of Somerville.

City of Somerville: The organization that is responsible for the leasing of real estate property for the Somerville Police Department.

Eligible Proposers: Record owners of proposed property, brokers or other authorized agent of such record owners.

Usable Area: For the purposes of this Lease, the term “Usable Area” shall mean, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other place) bounded by a line established by the predominant inside finish of the permanent outside building walls which abuts the floor (not from the inside face of the windows) and by the interior surfaces of corridor walls or other demising walls. No deductions shall be made for columns or other projections necessary to the Building structure or systems or the other partitions subdividing the premises. Notwithstanding the foregoing, under no circumstances shall the Usable Area include elevator shafts, vestibules, stair enclosures, elevator machine rooms or other building equipment areas, janitorial, electrical or mechanical closets, loading platforms, smoking vestibules required by law or restrooms, irrespective of whether Tenant occupies the entire floor or the entire building.

III. PROCEDURES FOR EVALUATION, SELECTION AND LEASE EXECUTION

The City’s objective is to obtain the space most advantageous to its needs. To this end, the City will evaluate all proposals for conformity to the requirements, and for the degree to which they satisfy the qualitative criteria and policy objectives as defined in this RFP.

The City will begin to review and evaluate proposals after the Submission Deadline noted on the cover sheet of this RFP. Evaluations of proposals will be based primarily on information provided in the proposals and obtained on site visits. Additional information will be obtained from references provided by the proposer, from other agencies or individuals familiar with the proposed building and from other generally available and verifiable information.

The City reserves the right to waive portions of the RFP for all proposers, to excuse minor informalities in proposals, or to reject any or all proposals, if deemed in the best interest of the City.

Initial Review: The City will review all proposals accepted for consideration to determine whether they meet the minimum space needs requirements. Proposals that do not meet one or more of these requirements will be rejected as non-qualifying.

Site Visits: City staff will conduct site visits for all competitive, qualifying proposals, to verify the information provided in the proposals, and to perform detailed evaluations of the proposed space. The proposer should be present at the site visit or should arrange to have someone present who has the knowledge and authority to represent him or her.

Evaluation of Qualifying Proposals: Any proposal that the City has determined as non-qualifying will be rejected by the City. All qualifying proposals will be evaluated on the qualitative criteria and compared with regard to the City policy objectives. The City will then prepare a cost analysis, which estimates and compares total costs of occupancy for all proposals evaluated. The City will then make the final selection of a proposal.

Notification of Proposers: Upon selection of a proposal, the City will notify the selected proposer of the decision in writing. Such notification does not represent a contract, nor does it commit the City to enter into a contract. It is assumed that both parties will make a good faith effort to negotiate an acceptable lease which shall include build out specifications, but if agreement is not reached, the City reserves the right to re-advertise or approach another proposer.

Preparation of the Lease: After a proposal has been selected, the City will contact the selected owner to finalize a lease. The terms of the lease must be consistent with the RFP and the selected proposal.

In addition, the Lease Agreement shall include the Basic Rent, Terms including the occupancy start and end dates, Heat, Air Conditioning, Water and other Utility cost responsibility, general use of Premises, overall maintenance of Building, Alterations, Additions, Improvements, Signage, Insurance, Defaults, Remedies, Relationship of Parties, Notice and other provisions as needed.

The completed lease will incorporate the RFP Specifications for the premises (as revised by agreement of the parties in light of the proposal and subsequent negotiation), a renovation schedule for completion of the tenant improvements, if any, and the schematic drawing of the premises.

Approval of the Lease: At the time the completed lease is ready for signatures of both the landlord and the City, the City shall initiate a Purchase Order. After the lease has been signed, it should be noted, that no obligation shall be considered to have incurred under the Lease Agreement unless and until said Purchase Order has been duly issued, signed and approved. The execution of the lease is subject to both (1) the approval of the Board of Aldermen and (2) appropriation of funds for the first year of the lease.

Design and Build-out of Tenant Improvements: Improvements shall not commence until the landlord receives a copy of the fully executed lease and the City has approved the final floor plan submitted by the landlord. Following execution of the lease, it is the landlord's responsibility to deliver the premises to

the City in conformance with the Requirements of this RFP and its approved floor plan.

This includes providing all technical and professional expertise (architectural, structural, mechanical, electrical, etc.) renovation plans prepared by licensed professionals (including final design layout), labor, materials, permits, a Certificate of completion and Certificate of Occupancy to provide a complete facility ready for occupancy. The landlord is responsible for the timeliness and quality of improvements.

During any necessary renovations, official communication regarding the project is through the authorized City representative. The City must approve changes to the approved design in writing. Punch list items are to be completed within thirty (30) days of occupancy.

IV. REQUIREMENTS

A proposal must meet the following requirements in order to be considered qualifying and undergo further evaluation:

General Requirements

Submission: Proposals must be submitted in sealed envelopes marked “Office Space Lease” and the proposer’s name and address clearly indicated on the envelope. Please submit four copies of the proposal in a sealed envelope marked in the lower left corner – “Police Station Lease” and addressed to:

City of Somerville
Purchasing Department
93 Highland Avenue
Somerville, MA 02143

Type of Agreement and Term: A lease will be awarded to the successful proposer. Lease terms and conditions will be executed in the form of a lease. The lease shall be consistent with requirements set forth in this solicitation. The City will reimburse the landlord on a monthly basis. Payments will be made only after the landlord submits an invoice for the monthly rent.

V. LOCATION

Search Area: The proposed building must be located within the City of Somerville.

VI. BUILDING CONDITIONS: ENCLOSURE, SYSTEMS, AND COMMON AREAS

Building Codes: The proposed building must comply with all applicable federal, state, and local code requirements. If a proposal is accepted subject to the landlord meeting certain code requirements, the City will not take occupancy of the space

until all code deficiencies have been fully corrected, including the Americans with Disabilities Act and 521 CMR.

Barrier-Free Access: The proposed building must be free of barriers preventing access to the proposed space by persons with disabilities, or proposer must indicate in the proposal how such barriers would be removed (i.e., by installing elevators, ramps, lifts, etc.) in accordance with 521 CMR of the Massachusetts Architectural Access Board. Buildings with passenger or freight elevators must have automatic self-service controls and cab sizes that comply with 521 CMR. The proposed building must have, or the landlord must be willing to provide, an accessible drop-off area in front of the building or accessible parking spaces closest to an accessible route of travel.

Systems and Enclosures

HVAC: HVAC systems must be fully automatic and capable of maintaining minimum winter temperatures of 68 degrees Fahrenheit and maximum summer temperatures of 78 degrees Fahrenheit throughout the leased premises. Temperature control of the leased space must be made available to the City. All areas must be ventilated in conformance with existing codes.

Electrical Service: Electrical service must be of sufficient capacity to provide an electrical system that is complete, tested, and ready for operation for both power and lighting distribution. All conduit, wiring, and electrical equipment and fixtures to be installed and grounded in accordance with the latest rules and regulations of the National and Massachusetts Electrical and Building Codes, the requirements of the utility company, and the local electrical inspection department.

Telephone Wiring: The landlord is to provide a complete telephone wiring system. Jacks shall be wired from one specified site within the building to each location designated on the Space Plan to allow for the operation of one unified agency telephone system that is consistent and connected to the City-wide telephone system. The premises should be able to accommodate multiple dedicated phone lines to allow for the operation of the telephone system, as well as several fax machines and modems, and the City's 911 system. Securing the installation of these lines will be the responsibility of the City. The landlord is to provide access to the building prior to occupancy to allow for the operation of the telephone system, as well as several fax machines and modems. Securing the installation of these lines will be the responsibility of the City. The landlord is to provide access to the building prior to occupancy to allow for the installation of all necessary lines and equipment.

Data Wiring: All jack locations must be wired back to a patch panel mounted in an enclosed equipment cabinet. The equipment cabinet and patch panel will be provided by the - City. All jack locations must be labeled with machine generated labels. Each label must indicate the number of its corresponding jack on the patch panel. All jacks shall be flush mounted. If specified locations do not allow for

flush mounting (i.e. Brick wall or columns) such locations shall be surface mounted. All surface mounted locations shall have cable running down from the ceiling. All cable and jacks must be fully tested. All wiring must conform to existing codes.

Building Common Areas

Rest Rooms: The landlord must provide and install rest rooms as dictated by code and in conformance with the attached space needs assessment.

Building Conditions: Structure and Layout

Total Square Footage: Proposal must offer the amount of space in net usable square feet. The City reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets or exceeds the Police Department's space needs.

Build Out: Proposer must agree to substantially meet the specifications of this RFP or must suggest within the proposal alternatives acceptable to the Police Department. All improvements shall be provided by the proposer and shall be in accordance with all specifications defined in this RFP. Prior to the completion of the final design phase, the landlord shall submit cuts, samples and color swatches necessary to show the manufacturer's standard product line for any new finishes to the City for review and approval prior to renovations.

Floor Loading: Floor loading must meet minimum capacities required by code, and the landlord must certify that the building can meet any special floor-loading requirement.

Signage: Proposer must provide signage that includes room numbers and room names (i.e. Conference Room, Restrooms, etc.). Proposer must provide and install directories at the main entrance(s) and each floor of multi-story buildings to allow visitors to easily find their way to the leased premises.

Landlord Services

The services described in this section are those that the landlord will be expected to provide under the terms of a City lease. If the landlord is either unwilling or unable to meet any of these specifications, this should be clearly indicated in the proposal so that the City can take this into account when evaluating this proposal.

Utilities: The proposed rental rate and annual rent should include (1) water and sewer services, (2) heating, ventilation and air conditioning, (3) energy and fuel consumption, (4) all lighting, and (5) electricity for the Police Department's office equipment. Temperature throughout the premises shall be maintained between 68 and 78 degrees Fahrenheit during working hours.

Maintenance and Snow Removal: The premises must be maintained in good repair and tenantable condition. The grounds are to be kept clean and free of litter

and must receive proper landscaping care. Snow and ice to be removed from all entrances, exits, sidewalks, and parking areas before normal working hours and thereafter as necessary, salt and sand to be used as necessary to ensure safety.

The landlord is to provide continuous routine maintenance and repair services needed to maintain the property in good condition. This includes, but is not limited to janitorial services, the repair or replacement of broken glass, roof and ceiling leaks floors, walls, ceiling, plumbing, locks, fire protection equipment, lighting fixtures and lamps, heating, ventilating, and air conditioning systems, security systems, and elevators. HVAC equipment to be serviced, filters replaced and diffusers cleaned in accordance with manufacturer's recommendations, or more often if local conditions dictate. Electrical service must be maintained and/or upgraded when circumstances dictate. During lease term the landlord is responsible for replacing with equal goods worn or damaged ceiling tiles, carpet when the backing becomes visible or damaged, and to repair and repaint wall surfaces.

Building Access: The landlord shall allow access to the premises on a 24 hour/7 days per week basis.

VII. QUALITATIVE AND OTHER CRITERIA

The following criteria will be used to compare the relative merits of qualifying proposals. The City will award a lease to the proposal that is the most advantageous to the Police Department.

Location: Proximity to City Hall and suitability of the proposed location for the operations of the office or facility including:

Access: Proposals are evaluated for ease of access to the proposed building by public transit serving Somerville residents, automobile, and foot.

Parking: Parking proximity, accessibility, and cost of public and reserved parking. Parking areas and walkways between them and the proposed building should be adequately lit. A minimum of 75 off street parking spaces must be provided. Preference will be given if more than 75 parking spaces are provided.

Neighborhood Characteristics: Characteristics of the surrounding neighborhood, including compatibility of neighboring uses, safety and security, availability of basic services and amenities. Adjacent uses that negatively impact the health and safety of staff or clients will be considered in evaluating proposals. The safety of the neighborhood and well-lighted and well-traveled access routes from parking lots or public transportation will be reviewed during site visits.

Building Conditions: Enclosure, Systems and Common Areas: Quality condition and functional efficiency of the proposed building (with improvements proposed by the landlord). Includes specific consideration of:

Building Enclosure and Systems: The condition of the building envelope will be evaluated, including the roof, foundation, walls, and exterior windows and doors. The current condition of HVAC and electrical systems and their ability to reliably handle the City's requirements will be evaluated.

Building Common Areas: Public areas, including the building entrance, lobby, vestibules, stairs, corridors, ramps, elevators and restrooms, should present a professional image. Cramped, unattractive lobbies; narrow, dimly lit corridors; or inadequate or poorly located rest rooms may be cited by the City for renovation as a condition of tenancy or may be a reason for the disqualification of a proposal.

Vestibule: In cases where the lease space has direct access to the outside, the premises should have a vestibule, for weather control and worker comfort, with exterior door opening into the vestibule, and entry into the lease space through entrance doors. All vestibules must have a minimum level of 20 foot candle lighting at floor level. Vestibules are not included in the usable area.

Security Lighting: Security lighting should be provided at a minimum level of 10 foot-candles for all corridors and areas used by City Staff.

The Federal and State workplace requirements set forth in Appendix A, at a minimum, must be met

Execution of the Office Lease: Willingness of the landlord to enter into a lease agreement drawn up by the City.

Timely Completion of Work: Ability of the landlord to have the proposed premises ready for occupancy by the City on or close to the desired date of occupancy.

Technical and Financial: Technical and financial capacity of the landlord to design and build out the space if necessary to meet the City's needs within the proposed price and in accordance with RFP specifications. Proof of ability to fund the build-out should be provided in the proposal. Proof may consist of a letter from a bank, a credit report, or a bank statement.

Building Management: Ability of the landlord to provide the building management services specified in the RFP in a professional and timely manner.

Cost: The City will evaluate costs based on the present value of the total costs that will be incurred to use and occupy the proposed premises under the terms of the proposal for the entire term of the lease. These costs include the rent and any operating expenses paid directly by the tenant, such as utilities, that are not included as part of the rent. Costs not contained in the proposal will be estimated based on information provided by the City or obtained from market data.

VIII. LEASE PROPOSAL

The undersigned has read the Request for Proposal and has carefully examined all specifications therein. The undersigned certifies that prior to occupancy by the City, the proposed property shall comply with all RFP specifications unless stated otherwise in this Proposal; that he/she is an eligible proposer as defined in the RFP, and there are no known obstacles to prevent the owner from executing a lease, of which could invalidate such agreement. The undersigned acknowledges that the City may reject any and all proposals, or cancel the RFP at any time. The undersigned proposes to lease the property to the City of Somerville.

Proposal Summary

Name of Proposed Building:	
Address of Proposed Building:	
Proposed Net Usable Area (SF):	
Term of Lease (Years):	3 years with 2 one year options to renew

Proposer:	
Name:	
Contact Person:	
Company Name:	
Proposer's Address:	
Telephone:	

Owner:	
Name of Building Owner:	
Owners Address:	
Telephone:	

Floor Plan

Please submit an informal floor plan based upon the attached space needs assessment.

IX. COST

Please complete the table below by filling in the proposed Rental Rate and utilities if separate from Base Rent. Rent should include the entire payment to the landlord. No separate payments will be made for build-out, maintenance, snow removal or any other costs incurred by the landlord in the fulfillment of the lease agreement.

Base Rent	Square Feet	Annual rent for first 3 years	Rent for option year 1	Rent for option year 2
Somerville Police Department				
Base Rent Total				

Utilities (If Separate)				
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Total Annual Costs				
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x 3 years =

**Total Cost-3 Years
(Sum of Total Annual Costs)**

Proposer's Signature: _____

Space Needs Assessment

Proposed Space Needs					Occ.	Security and Communications						Mechanical/Electrical				Finishes							Responsibility								
Designation	Qty	Size	Total		Number of Occupants		Voice/data	Duress Alarm	CCTV	Cable TV	Security System	Video Projection		Air Condition	Special Ventilation	Plumbing	Special Electrical		Special Construction	Floors	Walls	Ceilings	Millwork (counters, etc.)	White Boards	Door/Frames		Standard	Custodian	Provided by Owner		Comments
Bulk Storage			400		NA		N	N	N	N	N	N		N	N	N	N		N	C	DW	DW		N	PR		Y				
Bike Storage			800		NA		N	N	N	N	N	N		N	N	N	N		N	C	DW	DW		N	PR		Y				
Records Storage			400		NA		N	N	N	N	N	N		N	N	N	N		N	VC T	DW	ACT	N	N	STD		Y				
Armory			120		1		Y	N	Y	N	Y	N		N	Y	N	N		N	VC T	DW	ACT	Y	N	STD		Y				
Garage	6		2,155		NA		N	N	Y	N	Y	N		N	Y	Y	N		N	C	DW	DW	NA	N	GAR		Y				
Lobby			200		NA		Y	N	Y	N	Y	N		N	N	N	N		N	VC T	DW	DW	N	N	GL		Y				
Vestibule			84		NA		N	N	Y	N	N	N		N	N	N	N		N	VC T	DW	ACT	N	N	GL		Y				
Public Toilets	2	80	160		4		N	N	N	N	N	N		Y	Y	Y	N		N	VC T	DW	ACT	N	N	STD		Y				
Dispatch/911 Ctr.			400		4		Y	Y	Y	Y	Y	N		Y	N	Y	N		N	VC T	DW	ACT	Y	Y	STD			Y	Y		E-911 system; radio dispatch consoles; computer display, phones
Toilets	2	50	100		1		Y	N	N	N	N	N		Y	N	Y	N		N	VC Y	DW	ACT	N	N	STD		Y				Intercom/radio speaker in each toilet room
E-911 Break area			50		2		Y	N	N	N	N	N		Y	N	Y	N		N	VC T	DW	ACT	Y	N	STD			Y			Intercom/radio speaker; sink
Comm. Captain's Office			200		1		Y	N	Y	N	N	N		Y	N	N	N		N	CP T	DW	ACT	N	Y	STD		Y				
Main Desk			100		2		Y	Y	Y	Y	N	N		Y	N	N	N		N	VC T	DW	ACT	Y	Y	STD			Y			Bullet proof window, walls
Records/Compact Files			400		2		Y	N	N	N	N	N		Y	N	N	N		N	VC T	DW	ACT	Y	Y	STD			Y			Floor loading for compact rolling files; CORI computer terminals
Station Officers			120		2		Y	N	N	N	Y	N		Y	N	N	N		N	VC T	DW	ACT	Y	Y	STD		Y				
Sergeant Office			120		1		Y	N	N	N	N	N		Y	N	N	N		N	CP T	DW	ACT	N	Y	STD		Y				
Watch Officer			140		1		Y	N	N	N	N	N		Y	N	N	N		N	CP T	DW	ACT	N	Y	STD		Y				
Report Writing			300		8		Y	N	N	N	N	N		Y	N	N	N		N	CP T	DW	ACT	Y	Y	STD		Y				Counter/workstations for 8 computers
Investigation Recept.			120		1		Y	N	N	N	N	N		Y	N	N	N		N	CP T	DW	ACT	Y	Y	STD		Y				
Captain - Detectives			210		1		Y	N	N	N	N	N		Y	N	N	N		N	CP T	DW	ACT	N	Y	STD		Y				
Investigation Lt.			150		1		Y	N	N	N	N	N		Y	N	N	N		N	CP	DW	ACT	N	Y	ST		Y				

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Detectives			1,300	12	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	N	Y	STD	Y			
Narcotics			400	6	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	N	Y	STD	Y			
Interview Rooms	6	75	450	4	Y	N	N	N	Y	N	Y	N	N	N	N	VC T	DW	ACT	N	N	STD	Y			
Storage			300	NA	N	N	N	N	N	N	N	N	N	N	N	VC T	DW	ACT	N	N	STD	Y			
Digital Photo Lab			300	3	Y	N	Y	N	N	Y	Y	N	N	N	N	CP T	DW	ACT	Y	N	STD		Y		
Evidence Vault			300	NA	Y	N	Y	N	Y	N	Y	Y	N	N	Y	VC T	SDW	SDW	N	N	SDW		Y		Wall/ceilings high impact/abuse resistant GWB w.metal blocking
Evidence Processing			120	1	Y	N	N	N	N	Y	Y	N	N	N	N	VC T	DW	ACT	N	N	STD		Y		Two-way evidence lockers @ corridor
Evidence Storage			500	NA	Y	N	Y	N	Y	N	Y	Y	N	N	Y	VC T	DW	ACT	N	N	STD	Y			
Large Evidence Storage			500	NS	Y	N	N	N	Y	N	N	N	N	N	Y	VC T	DW	ACT	N	N	PR	Y			
Sallyport			400	NA	Y	Y	Y	N	Y	N	N	N	Y	N	N	C	DW	DW	N	N	GAR	Y			Gun lockers; radio operated door controls
Prisoner Staging			100	4	N	N	N	N	N	N	Y	Y	Y	Y	Y	C	SDW	SDW	N	N	STD		Y		Floor drain; suicide-proof light fixture
Prisoner Processing			200	2	Y	Y	Y	N	N	N	Y	N	N	N	Y	C	SDW	SDW	Y	N	STD		Y		
Breathilyzer/Fin gerprint Area			120	2	Y	Y	Y	N	N	N	Y	N	Y	N	N	VC T	DW	ACT	Y	N	STD		Y		lavatory sink
Interview Rooms	1	75	75	3	N	Y	Y	N	N	N	Y	N	N	N	N	VC T	DW	ACT	N	N	STD	Y			
Storage (Prisoner's items)			80	NA	N	N	N	N	N	N	N	N	N	N	N	VC T	DW	ACT	N	N	STD	Y			
Booking			100	2	Y	Y	Y	N	N	N	Y	N	N	N	Y	C	SDW	SDW	Y	N	STD		Y		
Male Cells	8		1,200	8	N	N	Y	N	N	N	Y	N	Y	Y	Y	C	SDW	SDW	N	N	DET			Y	CCTV; cell watch system; detention plumbing; suicide fixtures
Juvenlie Cells	2	76	152	2	N	N	Y	N	N	N	Y	N	Y	Y	Y	C	SDW	SDW	N	N	DET			Y	CCTV; cell watch system; detention plumbing; suicide fixtures
Female Cells	4	76	304	4	N	N	Y	N	N	N	Y	B	Y	Y	Y	C	SDW	SDW	N	N	DET			Y	CCTV; cell watch system; detention plumbing; suicide fixtures
Matron			80	1	Y	Y	Y	N	N	N	Y	N	N	N	N	VC T	DW	ACT	Y	N	STD	Y			
Toilet			50	1	N	N	N	N	N	N	Y	N	Y	N	N	VC T	DW	DW	N	N	STD	Y			
Domestic Violence Office			250	3	Y	N	Y	N	N	N	Y	N	N	N	N	CP T	DW	ACT	N	N	STD	Y			
Traffic Reception			120	1	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	Y	N	STD	Y			
Traffic Operations			350	4	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	Y	Y	STD	Y			
Hackney Sgt. Office			120	1	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	Y	N	STD	Y			
Captain - Traffic			200	1	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	N	Y	STD	Y			
Information			200	1	Y	N	N	N	N	N	Y	Y	N	Y	N	VC	DW	ACT	Y	Y	ST		Y		Electrical, emergency power, UPS (uninterrupted power

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Systems																T						D					supply)
Guard Room			600	24	Y	N	N	Y	N	Y	Y	N	N	N	N	VC T	DW	ACT	Y	Y	ST D		Y				seating/writing surface; white boards; audio sound system
Lounge			360	12	Y	N	N	Y	N	N	Y	N	Y	Y	N	VC T	DW	ACT	Y	Y	ST D	Y					Appliances; 220 V cooktop; power for vending machines
Male Lockers & Toilets	110		2,200	110	Y	N	N	N	N	N	Y	Y	Y	N	N	VC T	DW	ACT	N	N	ST D		Y				Toilet and shower room plumbing, ventilation
Female Lockers & Toilets	16		480	16	Y	N	N	N	N	N	Y	Y	Y	N	N	VC T	DW	ACT	N	N	ST D		Y				Toilet and shower room plumbing, ventilation
Superior Officer Lockers	26		260	26	Y	N	N	N	N	N	Y	Y	Y	N	N	VC T	DW	ACT	N	N	ST D		Y				Toilet and shower room plumbing, ventilation
Exercise Room			1,200	12	Y	N	N	Y	N	N	Y	Y	Y	Y	N	CP T	DW	ACT	N	N	ST D		Y				Ventilation; power for electrical exercise equipment
Auxilliary Police			200	8	Y	N	N	Y	N	N	Y	N	N	N	N	CP T	DW	ACT	N	N	ST D	Y					
Superior Union Office			150	4	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	N	N	ST D	Y					
Police Union Office			150	4	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	N	N	ST D	Y					
Detail Office			210	2	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	N	N	ST D	Y					
Training/Academy Room			1,300	100	Y	N	N	Y	N	Y	Y	N	N	N	N	CP T	DW	ACT	Y	Y	ST D		Y				
Academy Offices			240	2	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	N	N	ST D	Y					
Training Support/Storage			240	NA	N	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	N	N	ST D	Y					
Janitorial			150	NA	N	N	N	N	N	N	N	N	Y	N	N	C	DW	DW	N	N	ST D	Y					
Chief Office/Conf.			400	1	Y	N	N	Y	N	N	Y	N	N	N	N	CP T	DW	ACT	N	Y	ST D	Y					
Conference Room			330	14	Y	N	N	Y	N	Y	Y	N	N	N	N	CP T	DW	ACT	Y	Y	ST D	Y					
Executive Office			340	1	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	N	Y	ST D	Y					
Chief Aide Office			160	1	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	N	N	ST D	Y					
Crime Analyst			160	2	Y	N	N	N	N	Y	Y	N	N	N	N	CP T	DW	ACT	N	Y	ST D	Y					
Toilet	2	70	140	1	N	N	N	N	N	N	Y	N	Y	N	N	CT	DW	ACT	N	N	ST D	Y					
Library			180	2	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	N	N	ST D	Y					
Administrative Reception			200	1	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	Y	N	ST D	Y					
Captain - Adminisration			240	1	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	N	Y	ST D	Y					
Administative Secretary			140	1	Y	N	N	N	N	N	Y	N	N	N	N	CP T	DW	ACT	Y	N	ST D	Y					
Storage			100	NA	N	N	N	N	N	N	N	N	N	N	N	VC T	DW	ACT	N	N	ST D	Y					
Break/Lunch Room			160	6	Y	N	N	N	N	N	Y	N	Y	N	N	VC T	DW	ACT	Y	N	ST D		Y				Sink.
Secretarial			240	3	Y	N	N	N	N	N	Y	N	N	N	N	CP	DW	ACT	Y	N	ST	Y					

[illegible]

ADDITIONAL REQUIREMENTS

- 1 Emergency generator, pad-mount, sized for 100% building load, diesel fuel, 36 hour run time
2 Station paging system via phone, ceiling mounted speaker system
3 Full accessibility, including elevator if on more than one level
4 Parking: 75 spaces
5 Fire suppression/fire alarm system

NOTES

- 1 Areas shown are net square feet of program space; walls, chases, mechanical spaces and circulation are not included.
- 2 Standard = typical construction (drywall, carpet or VCT, acoustic ceiling)
Custom = requires coordination with Owner's equipment, special finishes, non-standard layout
Provided by Owner = special construction under separate contract by Owner

ABBREVIATIONS

AC	Acoustic Ceiling
T	
C	Concrete
CP	Carpet
T	
CT	Ceramic Tile
DE	Detention doors and frames
T	
DW	Gypsum Drywall
GA	Overhead sectional garage door
R	
GL	Glass
N	No
NA	Not Applicable
PR	Pair hollow metal doors and frames
SD	Very High Impact Abuse Resistant
W	layers each side 3-5/8" 18ga metal
ST	Standard - Hollow metal frames, D finish
VC	Vinyl composition tile flooring
T	
Y	Yes

SAMPLE LEASE AGREEMENT

This agreement of Lease, including any attachments which are incorporated by reference and made part of this agreement, is made and entered into by and between the _____, (hereinafter called the "Owner"), and the City of Somerville, with a usual place of business at 93 Highland Ave, Somerville, Massachusetts (hereinafter called the "Tenant").

W I T N E S S E T H:

WHEREAS, the owner owns _____, Somerville, Massachusetts (hereinafter referred to as the "Premises"); and

WHEREAS, Tenant is desirous of entering into an agreement with the Owner for the leasing of the Premises; and

WHEREAS, the Owner is willing to lease the Premises to the Tenant, all in accordance with the terms, covenants, and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, and other valuable consideration, receipt of which is hereby acknowledged, the Owner does grant, demise, and lease to Tenant and Tenant takes, hires, and rents from the Owner the Premises hereinafter described, together with the rights and privileges and obligations in said Premises as hereinafter provided, and further described in Attachment A, Requests For Proposals For Office Space, incorporated herein and made part of this agreement and Attachment B, The Proposal for Lease Of Office Space dated _____, 2005, incorporated herein and made part of this agreement and the terms, conditions, and covenants herein contained.

ARTICLE I - DESCRIPTION OF LEASE PREMISES

The Premises, as described in Attachment B, located at:

ARTICLE II – TERM

The term of this Lease shall be for three (3) years commencing on _____, 2005 and terminating on _____ unless sooner terminated as herein provided. The Tenant shall have the option to renew this Lease for two (2) additional one (1) year terms by requesting the owner of the same in writing at least ninety (90) days prior to the termination date. The Owner shall respond to any such request within thirty (30) days of its receipt of the same.

ARTICLE III – RENT

Section (1)

Tenant agrees to pay to the Owner for the use of the demised Premises, and the rights hereby granted, annual rent in accordance with Attachment B payable in twelve (12) equal installments for each year the Lease is in effect due on or before the first day of each month the agreement is in force.

Section (2)

Heating and utility costs including electricity, gas, oil, water/sewer or other such charges shall be born solely by the _____. Telephone/data line service and installation charges shall be born solely by the Tenant.

Section (3)

All other expenses including taxes, permits, fees and maintenance of the property to function as specified shall be borne solely by the Owner.

ARTICLE IV - USE OF THE PREMISES

Section (1)

It is understood that the usual use of the Premises will be 24 hours per day, seven days per week.

Section (2)

In using the Premises, the Tenant will at all times observe and comply with all zoning and ordinance requirements of the City of Somerville pertaining to the Premises.

The Tenant will not commit waste, nor suffer, nor permit waste to be committed or permit any nuisance on the Premises.

Notwithstanding the foregoing, tenant shall have the right to contest lawfulness, application or relevance of any requirement, standard or regulation of any relevant governmental entity, and shall not be considered to be in noncompliance with its obligations under this paragraph during the pendency of any such lawful proceedings.

ARTICLE V – IMPROVEMENTS

During the term of this Lease the Owner is obliged by this Lease to make repairs, replacement, improvements, alterations or additions in accordance with the RFP issued by the City of Somerville.

ARTICLE VI - INSURANCE AND INDEMNITY

Section (1)

Tenant shall, at no expense to the Owner, maintain, during the term hereof, policies of comprehensive general liability insurance and casualty insurance with limits for personal injury and property damage of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

Such policies shall provide that they may be canceled only after ten (10) days prior written notice to the Owner. Such policies shall cover use and occupation of the Premises and all operations and activities conducted at, on, or from the Premises by the Tenant, its agents, employees, servants or invitees. Workmen's compensation and Employer's Liability Insurance or any other insurance required by law, also must be carried by Tenant. Evidence of these policies in the form of insurance certificates must be submitted to the Owner within ten (10) days of the execution of this Lease or the date of actual occupancy of the Premises, whichever is earlier. Tenant shall, if requested within twenty (20) days of any such request, submit the actual policies of insurance to the Owner. Tenant shall also submit to the Owner renewal certificates of any expiring insurance required hereunder within twenty (20) days of the date of expiration thereof.

Section (2)

The Owner shall, during the term hereof, maintain fire and extended coverage insurance on the Premises in amounts to be determined from time to time. The Owner and Tenant agree in the event of fire loss to waive any rights that it or its insurer may have against each other.

ARTICLE VII - SIGNS AND ADVERTISING

Section (1)

Tenant may install signs on the Premises stating its name, affiliation and the services provided and to ensure safe operations. The size, type, design, and location of such signs or other identification shall be subject to compliance with the City's Sign Review Board.

Section (2)

Erection of such signs shall comply with all applicable municipal rules and regulations. Any and all damage, if any, caused by the erection, maintenance or dismantling of such signs shall be repaired forthwith by Tenant at its sole expense. The Premises shall be restored to the same condition it was in prior to the erection of such signs.

ARTICLE VIII - PERSONAL PROPERTY

Tenant shall have the right to remove its personal property, including any detachable fixtures, from the Premises at any time prior to the termination of this Lease.

ARTICLE IX - QUIET ENJOYMENT

The Owner covenants that it has lawful authority to execute this Lease and that upon payment of the rentals and charges herein provided, and the performance of the covenants and agreements on the part of Tenant to be performed hereunder, Tenant shall peacefully have and enjoy the Premises and the rights, privileges, and facilities granted by the Lease as against the Owner.

ARTICLE X - ACCESS TO PREMISES BY THE OWNER

During the term of this Lease, the Owner or its authorized representatives shall have the right to come onto the Premises at any and all reasonable times for any of the following reasons or purposes:

1. For the inspection of the Premises.
2. For the repair, maintenance and care of the premises.

ARTICLE XI-TERMINATION

Section (1)

If Tenant shall fail, during the term of this Lease, to perform, keep and observe any of the terms, covenants, or conditions herein contained on the part of the Tenant to be performed, kept, or observed, other than the payment of rent, the Owner may give the Tenant notice in writing to correct such condition or cure said default and, if any such condition or default shall continue for sixty (60) days after receipt of such notice by Tenant and if within such period of time Tenant has not prosecuted with due diligence the correction of such condition or default, Owner may, subject to the provisions of Section (2) below, terminate this Lease upon fourteen (14) days written notice and the term hereby demised shall thereupon cease and expire at the end of such fourteen (14) days in the same manner and to the same effect as if it were the expiration of the original term.

If Tenant fails to pay any installment of rent during the term of this Lease when due, the Owner may so terminate this Lease thirty (30) days, rather than fourteen (14) days, after notice of such default. Any termination by reason of this Article shall not affect or impair the right of the Owner to recover damages occasioned by such default.

The Owner, at any time after the applicable aforementioned notice period, and while such default continues, and without further notice and demand, may enter into and upon the Premises, or any part thereof, and repossess same as his former estate, and expel the Tenant and remove its effects without being taken or deemed guilty of any manner of trespass, and without prejudice to any other remedies which might be available and upon entry as aforesaid, said term shall cease.

Section (2)

No default in the performance of the terms, covenants or conditions of this Lease on the part of the Tenant or the Owner (other than payment of any installment of rent by Tenant to the Owner) shall be deemed to continue if, and so long as, the Owner or the Tenant, as the case may be, shall be delayed in or prevented from remedying the same by (i) strikes or other labor disputes, (ii) acts of God or the public enemy, (iii) any order, directive, or other interference by municipal, state, federal, or other governmental official or agency, or, (iv) any other cause reasonably beyond the control of the Owner or Tenant, as the case may be; but, if and when the occurrence of conditions which delayed or prevented the remedying of such default shall cease or be removed, it shall be the obligation of the Owner or Tenant, as the case may be, without further delay to commence the correction of such default or continue the correction thereof.

Section (3)

No waiver of the Owner of any default on the part of Tenant in performance of the terms, covenants or conditions hereof to be performed, kept, or reserved by Tenant shall be, or be construed to be, a waiver by the Owner of any other or subsequent default in performance of any said terms, covenants, or conditions.

ARTICLE XII-SUBJECT TO APPROPRIATION

The obligations of the Tenant under this Agreement shall be subject to appropriation. In the absence of appropriation this Agreement shall be terminated immediately without liability for damages, penalties, or other charges.

ARTICLE XIII - DAMAGE OR DESTRUCTION OF PREMISES

Section (1)

If the Premises shall be partially damaged by fire or any other unavoidable casualty but not rendered untenable, the Owner at its own expense and cost shall repair the same from proceeds from insurance policies maintained on the Premises by the Owner. If the damage shall be so extensive as to render the Premises untenable but capable of being repaired within thirty (30) days, the same shall be repaired by the Owner at its own cost and expense and rent payable hereunder with respect to Tenant's right to occupy Premises shall not be abated during such time of damage. In case the Premises shall be completely destroyed or so damaged that it will or does remain untenable for more than thirty (30) days during the term of this Lease, the Owner, at its option, may reconstruct the Premises, in which case the rent payable hereunder with respect to Tenant's use of the Premises shall be abated until the Premises are reconstructed and rendered tenable, or it may terminate this Lease. If the Owner opts not to reconstruct the Premises Tenant shall have the right to terminate this Lease if whatever repairs are necessary to render the Premises tenable have not been accomplished or commenced within sixty (60) days of the date of such damage.

Section (2)

The Owner shall not be liable to Tenant for any consequential damages arising out of any impairment or destruction of the Premises and/or any interference or interruption of Tenant's use and occupancy thereof.

ARTICLE XIV - EMINENT DOMAIN

If any significant part of the Premises shall be taken by right of eminent domain during the term of this Lease, the Owner shall receive the entire award for the lands and improvements of taking, except that such award shall not terminate Tenant's obligations to make rental payments to the Owner unless and until such taking effectively renders the Premises substantially unusable, at which time this Lease shall terminate.

ARTICLE XV - YIELDING UP OF PREMISES

Upon the expiration or termination of this Lease Tenant shall yield up and deliver the Premises, together with all improvements and additions made to the same, clear and unencumbered, clean and neat, and in at least as good condition as Tenant is required to keep and maintain the same by virtue of the provisions hereof, normal wear and tear, damage by fire and other casualty, or acts of war excepted.

ARTICLE XVI-CERTIFICATION

IN WITNESS WHEREOF, THE OWNER CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE OWNER IS IN COMPLIANCE WITH EACH OF THE FOLLOWING:

1. **TAXES.** PURSUANT to M.G.L. c. 62C, s. 49A, the OWNER has filed all state tax returns and complied with all laws of the Commonwealth and the City of Somerville relating to taxes.
2. **AMERICANS WITH DISABILITIES ACT.** The OWNER is aware of the enacted Americans with Disabilities Act which prohibits discrimination based upon disability and shall meet any relevant standards, and/or conditions set out herein.

ARTICLE XVII- FORUM AND CHOICE OF LAW

This Lease and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of

Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

ARTICLE XVIII – MISCELLANEOUS

Any and all notices, covenants, approvals, or demands required or permitted to be given by either party hereto shall be sufficient if sent by registered mail or certified mail, postage prepaid, to the Owner, addressed:

And to Tenant, addressed:

Purchasing Department
City of Somerville
93 Highland Avenue
Somerville, MA 02143

With copy to:

Solicitor's Office
City of Somerville
93 Highland Avenue
Somerville MA - 02143

or to other such address as either party may specify to the other by notice given as provided herein.

Section (2)

If any provisions of this Lease shall to any extent be held invalid or unenforceable, the remainder of this Lease shall not be deemed affected thereby.

Section (3)

The descriptive headings of the various Articles of this Lease were formulated, used, and inserted in this Lease for convenience only, and shall not be deemed to affect the meaning or construction of any of the provisions therein.

IN WITNESS WHEREOF the parties have hereto and to four other identical instruments set forth their hands the day and year first above written.

CITY OF SOMERVILLE

THE OWNER

Joseph A. Curtatone, Mayor

Company Name

Status (Corporation/Non-corporate)

Signature & Title

Print Name & Title

Date

APPROVED AS TO FORM:

Taxpayer Identification Number

John Gannon
City Solicitor

AS TO APPROPRIATION:

Edward Bean
Auditor

**POLICE STATION SPACE LEASE
CITY OF SOMERVILLE**

Location of property _____

Rent, (not) including utilities, for:

Year 1	_____
Year 2	_____
Year 3	_____

Square Footage _____

Attach a proposed floor plan for the proposed space and a listing of any insurance and/or leasehold requirements.

**APPENDIX A -
Federal and State Workplace requirements**

WATER DAMAGED MATERIALS AND INDOOR AIR QUALITY

The Massachusetts Occupational Hygiene Program provides the following information and recommendations. Water damage to carpeting, ceiling tiles, insulation, and other materials can present problems due to microbial contamination and odor. The source of water causing the damage is a significant factor. Sanitary plumbing leaks are a clear health hazard. Water contaminated by passage through chemically treated materials or from outside puddling areas can have additional impact.

Any water damage can result in microbial growth. All that is needed for microbial growth to occur is a substrate, nutrients, warmth, and moisture. Wood, paper, some carpets and carpet backings, and other building materials and furnishings act as both substrate and nutrient. Substrates are surfaces that will trap nutrients such as dead skin cells, food crumbs, dust, dust mites, animal dander, dead insect parts and soil. This "dirt" can also contain the spores and "seeds" for such common microbiological contaminants as molds, fungi, mildews and bacteria. Sufficient moisture and adequate time for growth are often the final ingredients. Light is not always necessary and only moderate warmth (temperatures slightly above freezing) is required.

Although odors are often characteristic, they need not be present for problems to occur. Some health effects are dependent upon the airborne concentration of biological matter, the area's environmental conditions and individual susceptibility. Health problems can include headaches, eye and skin irritation, asthma, aggravation of existing respiratory conditions, other typical allergic symptoms, and hypersensitivity pneumonitis. Hypersensitivity and allergic responses can be triggered by very minimal exposure. Although children are often more susceptible than adults, there is evidence that within a contaminated environment occupants can become sensitized and responses may be intensified in individuals who are already sensitized.

Simply drying the affected areas seldom works because problems can persist after materials are dry due to residual spores and dead cellular matter from any microbiological growth. Some materials can be decontaminated readily by thorough cleaning and drying. However, most porous materials, in particular jute backings for carpets, may need replacing. Cleaning of installed carpeting is often unsuccessful due to the difficulty in thoroughly removing contamination from both carpet and padding. Some cleaning techniques leave the carpet wet enough, long enough, to allow contamination to reappear. For those areas where moisture is a periodic or a persistent problem, both non-porous surfaces and periodic inspections /cleanings are recommended. If carpeting is necessary, it should be readily removable for cleaning (i.e. carpet tiles, throw rugs).

Experts have stated that air or material sampling for microbial contamination, where evidence of gross contamination is clear, is not cost effective. Sampling would not result in any change in recommendations for remediation. Contaminated materials need to be removed and steps taken to prevent the reoccurrence of water damage.

Thermal Comfort Guidelines for Indoor Air Quality

In the absence of any law or regulation dealing with thermal comfort in the workplaces of the Commonwealth of Massachusetts, the Occupational Hygiene Program provides the following guidelines summarized in the table below. These guidelines are taken from the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Standard 55-1992. The ASHRAE Standard describes the temperature and humidity ranges that are comfortable for 80% of people engaged in largely sedentary activities. It assumes normal indoor clothing. A person's age, activity level, and physiology affect the ideal thermal comfort for that individual.

Uniformity of temperatures is important to comfort. Temperatures can vary from room to room or can be stratified so that there are warm and cool zones at different levels within a room. A well-designed ventilation system and proper insulation are needed to minimize stratification of air temperatures and maximize thermal comfort. If air is not properly mixed, there may be warmer air near the ceiling and cooler air by the floor. Ventilation diffusers should be spaced to provide even heating and cooling to the work areas. Large windows and poorly insulated walls and floors can lead to drafts in the winter and heat gain in summer. Recent evidence suggests that the perceived air quality is worse when temperatures rise above 76°F regardless of the actual air quality.

Humidity is also a factor. Excessively high or low relative humidity can both produce discomfort. There is considerable debate concerning recommended levels of humidity. In general, the range of humidity levels recommended by different organizations ranges from 30-60%.

Elevated relative humidity reduces the body's ability to lose heat through perspiration and evaporation. When this happens, individuals may perceive temperatures to be higher than they actually are. High relative humidity may also promote the growth of mold and mildew. On the other end, low relative humidity can cause discomfort due to drying of the nose, throat, mucous membranes and skin. However, the addition of humidity is usually not recommended due to the risks of enhanced microbial growth associated with improperly maintained humidification systems. Decreasing the temperature to the low end of the comfort range is one way to increase the relative humidity level in winter months.

Suggested Ranges of Temperature and Relative Humidity During Summer and Winter (Assumes typical summer and winter clothing at light/sedentary activity levels)

Relative Humidity	Winter Temperature	Summer Temperature
30%	68.5°F-75.5°F	74.0°F-80.0°F
40%	68.0°F-75.0°F	73.5°F-80.0°F
50%	68.0°F-74.5°F	73.0°F-79.0°F
60%	67.5°F-74.0°F	73.0°F-78.5°F

INDOOR AIR QUALITY BULLETIN

HVAC SYSTEMS AND BUILDING MAINTENANCE GUIDELINES

Experience has shown that HVAC system and building maintenance can be important factors affecting indoor air quality. The following are important parameters that need to be addressed:

HVAC System Maintenance-The various components of an HVAC system should be maintained on a regular basis. This can be done by in-house personnel or contracted to an outside company. Documentation should be made of any HVAC maintenance. A checklist should show each maintenance item and the location that it was performed. This maintenance procedure should be compared to the maintenance frequency that is recommended by the manufacturer.

HVAC controls are the brain function of the HVAC system. They tell the HVAC system when to turn on such things as the heat or the air conditioning. HVAC controls information should be maintained on-site. They should be available to such people as the maintenance staff. The operating manual would include information on maintenance and calibration of the controls.

The clock settings for controls should be checked periodically. Power failures and day light savings time changes are times when settings may need to be adjusted.

Air balancing records should also be kept for the building. Information on the latest balancing report should be on file. This report provides vital information on supply and return air volumes to an area. Air balancing should be evaluated whenever the occupants report significant indoor air quality problems.

The "final" version of original design drawings by the HVAC engineer should be available. This would include information on the amount of supply air in cubic feet/minute(CFM) that were calculated be delivered to an area, as well as the type of occupancy for which the ventilation system was designed.

Proper access should be provided around ventilation equipment for routine maintenance and inspection which should include filter replacement and fan belt adjustment and replacement.

The items that should be checked and cleaned include (but are not limited to):

HVAC grilles-The supply and return grilles in an occupied space can reveal a significant amount about building custodial services

An assumption can be made that when there is water damage or condensation problems in a building, there is bound to be occupant complaints regarding moldy conditions.

Grilles that have a layer of dirt/debris on them should be wet wiped with a 1% bleach solution; and, the cause of the mold should be investigated and remedied. Any nearby ceiling tiles that are contaminated should be disposed of and replaced. Common 2' x 4' ceiling tiles are inexpensive to replace.

Supply grilles that have a layer of dust indicate that HVAC filters are not filtering supply air properly. A more efficient filter should be used to better filter incoming air.

Grilles that have a layer of dust on the return (exhaust grilles) indicate the need for better housekeeping. This is often an indication that floor/carpets are not being cleaned properly. This can often be remedied by more frequent vacuuming/floor cleaning.

Drain pans-Drain pans must function properly. They must be checked to determine if they drain adequately and if they have been installed with adequate sloping. A quick visual inspection can determine if they are operating properly. Plugged drain pans can be a significant source of microbial contamination in a building.

Outdoor air intake louvers-These should be inspected for cleanliness and operation at least twice a year. Bird screens should be installed where past infestation problems by birds have been a problem.

Cooling towers-These should be treated according to the manufacturer's directions. The cooling towers should be treated to control the growth of microbes. Untreated cooling towers can contribute to the growth of respirable microbes such as Legionella.

The following items are additional items of an HVAC system that should be cleaned and checked on a schedule that is recommended by the manufacturer. In the absence of a manufacturer's schedule, a once a year evaluation should be performed of the following components:

Fans **Outdoor air intake areas** **Plenums** **Heating coils and heat recovery coils**

Cooling coils and evaporative coolers **Humidifiers** **Air flow measuring stations**

Filters-Filters should have a minimum efficiency of 25-30%. (The new rating system for filters is the Minimum Efficiency Reporting value system). A MER rating of 25-30% efficient is equivalent to a MER rating of 8. Maintenance should strive to purchase filters with an efficiency of 60% (or a value of 10-11 on the MER system). Inexpensive, furnace type filters should not be installed in a HVAC system. Often, these filters do not have a listed efficiency rating.

Pleated, accordion type, filters are a better choice than flat filters. They provide more surface area for filtering out particles.

High efficiency filters may need to be purchased and installed when there are significant number of complaints regarding indoor air quality. These filters are designed to filter at greater than 65% efficiency for particles down to 0.3 microns.

An HVAC system should be able to accommodate high efficiency filters. The static pressure in a system should not build up to the point where the addition of high efficiency filters causes a HVAC system to shut down.

Filters should be changed on a regular basis. This should be a minimum of twice a year. If the filters are extremely dirty before the six month period, they should be changed more frequently (i.e. quarterly).

A build up of dirt/dust on a filter ("dust cake") actually helps a filter to work more efficiently. A dust cake will build up a short period of time after a new filter is installed. Filter efficiency is actually a function of the filter plus the dust cake.

A visual inspection of the dirty filter should be taken to determine what type of particles the filter is trapping to try to minimize entrance of the contaminants into the ductwork. For example, the presence of feathers would indicate that birds have been in the ductwork. Chunks of fiberglass may indicate that fiberglass lined ducts are breaking apart.

The racks that hold filters should have a snug fit against HVAC duct work. They should minimize the bypass of air around filters.

Humidifiers-Humidifiers for the purpose of increasing atmospheric moisture are not recommended. This includes the installation of portable humidifiers to an occupied area. Humidifiers can have a negative impact on indoor air quality. This usually results from a humidifier not being properly maintained and/or installed.

Humidifiers, especially ones labeled as "ultrasonic," can significantly contribute to the growth of microbes in indoor spaces.

Building Maintenance-Custodial activities should be performed when building occupancy is at its lowest level. This is to prevent occupants from being exposed to potentially irritating custodial chemicals and airborne dust.

Building maintenance services should have an active Right-To-Know program. This program should include maintaining all MSDS's on site for any custodial chemicals.

Carpeting-Carpets should be vacuumed at the end of each day for areas that are regularly occupied. Steam cleaning via a steam extraction method should be performed whenever the carpets are visibly dirty. This should be done at least twice a year.

If carpets are worn and have exceeded their useful life, both the carpets and their padding should be removed and replaced.

Carpets and carpet backing should be kept as dry as possible to prevent microbial growth. Carpets that are repeatedly wet should be removed. Non-porous flooring such as tile should be investigated in these cases.

Dusting-Dusting should be performed at least once a week of all office furnishings. Furnishings include desktops, file cabinets, bookcases, lights, and HVAC grilles.

Floors-Floors, and other non-porous flooring, should be swept at least once a day. Floors should be swept during non-occupied hours to minimize dust exposure.

Vacuuming and wet mopping can be substituted for sweeping. Vacuuming should be performed with a HEPA type vacuum cleaner.

Garbage-Lunch room garbage and trash in waste cans should be taken out each night.

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INFORMATION ABOUT MOLD AND INDOOR AIR QUALITY

Mold is a normal component of our natural environment. To most people it is harmless and at worst a nuisance. Certain molds have even been found to have a positive (antibiotic) effect (e.g. Penicillin). However, some people can become sensitive (allergic) to specific molds and/or classes of fungi. Clearly the most common type of exposure concern is for and among people who are asthmatic, allergic or prone to hypersensitivity pneumonitis since these individuals may react regardless of the amount of mold present.

ASSESSMENT

All that is needed for microbial growth to occur is a substrate, nutrients, warmth, and moisture. Wood, paper, some carpets and carpet backings, wallboard and other building materials and furnishings act as both substrate and nutrient. Substrates are surfaces that will trap nutrients such as dead skin cells, food crumbs, dust, dust mites, animal dander, dead insect parts and soil. This "dirt" can also contain the spores and "seeds" for such common microbiological contaminants as molds, fungi, mildews and bacteria. **Sufficient moisture** and adequate time for growth are often the final ingredients. Light is not always necessary and only moderate warmth (temperatures slightly above freezing) is required. These fungi have been around for a long time and have become adapted to all types of environments and conditions.

After an increasing frequency of visits involving concerns about mold, this program has examined the issue of sampling for mold and other biologicals. We have reviewed the literature and consulted with experts in the field. This has caused the development of a general policy that this agency does not sample for microbials, nor, does it recommend that such sampling be done. This is also in agreement with the recommendations of the Bioaerosol Committee of the American Conference of Government Industrial Hygienists (ACGIH). Principles among the reasons leading to this decision are:

1. Microbiological air monitoring typically reports results as a number of Colony Forming Units (CFUs). CFUs are the number of live or growing colonies. However, these numbers will mean little to people who are asthmatic, allergic or have hypersensitivities. Sensitive individuals will react to the protein containing residue of mold and other biologicals that lie in the dust.
2. There are no standards against which sample results can be interpreted. Therefore, it would be impractical to sample for them as little useful information can be gained and/or usefully applied. Simply knowing the number of CFUs does not provide information on the relative safety of any area that is evaluated.
3. While there are a wide variety of sampling protocols and methods available to test for microbiologicals, there is no one set method of evaluation. In addition, environmental molds do not lend themselves to the more familiar "medical type" testing, since it depends upon culturing with standard methods and conditions. The environment and the food that is available can change both the color and shape of the colonies. These are key to the

identification of the mold. The same factors can also produce sterile or non-reproducing colonies. These also may be missed in testing that focuses upon "live spores" or "colony forming units".

4. As with all plants, the life cycle of molds varies with the season. It is not uncommon to have high levels of CFUs reported both indoors and outside during the growing season. The reproductivity of molds also varies from day to night.

RECOMMENDATIONS

It is with all of the above in mind that, the following recommendations can be offered:

- 1) Carpets, when present, should be subject to regular (daily) cleaning using one of the relatively new high efficiency (HEPA like) vacuum cleaners. During this daily cleaning, look for water damage. Carpet should also be cleaned professionally on a periodic schedule (every six months), or, whenever excessively soiled. The preferred method for cleaning carpets is steam (hot water) extraction, followed by immediate and thorough drying with sufficient ventilation to accommodate the successful completion of the process. A preference for solid surface materials or carpet tile is felt by this agency, when carpet is to be replaced.
- 2) Attempt to identify areas of concern by visual inspection. Additional information can be gathered by smelling the area(s) for the characteristic odors associated with mold. The ventilation system should also be examined in a similar way.
- 3) Eliminate all sources of water. All leaks should be fixed. Excessive humidity can often be removed and/or controlled with dehumidifiers.
- 4) Where mold contamination is suspected, many experts in the field feel it is simple and thorough enough to say "if you can see mold or smell mold, clean and/or decontaminate it." Cleaning and/or decontamination of surfaces can include any and all of the following:
 - a) Wash solid surfaces and launder all fabric based materials, which may have been exposed, with hot water and detergent.
 - b) Dry immediately and completely (exposure to strong sunlight is helpful during this process).
 - c) Decontamination is best done by using a solution of 1 part household bleach and 9 parts of water. This should be left to air dry.
 - d) Materials that can not successfully survive the above cleaning and/or decontamination should be replaced. However, the areas left behind should be decontaminated before replacement materials are installed. Areas of replacement, that then need painting, can best be painted with paints which have mold inhibitors included. This information is usually included on the label.
- 5) Any water damaged porous materials (e.g. ceiling tiles, carpet and wallboard) that cannot be dried out and cleaned within 48 to 72 hours should be removed and replaced. Bacteria and mold can begin to grow within this period of time.

If you have additional questions, or, if you need further assistance, do not hesitate to call this office.

Allergies, Asthma and Building Housekeeping

Health Effects

Allergies - In its simplest form, allergy is the response of the immune system of an organism, to something that it recognizes as a threat. The object of an allergic response is to protect the organism. The immune system chemically identifies threats based upon proteins. The ability to respond allergically is usually inherited. Approximately forty percent of the population in this country can become allergic. The other sixty-percent will not experience allergies. The most common method of dealing with allergies is to eliminate the possibility of contact with the offending materials (allergy producing proteins/allergen[s]). Alternatively, people can be desensitized to many allergens. Medical treatment is another way to help people with allergies using various medicines such as antihistamines.

Asthma - Attacks of bronchial asthma are usually brought on by breathing in a specific allergen. Asthma is a specific form of allergy and is chronic. Symptoms are more severe and there is often a characteristic "wheezing". It is frequently caused by the inhalation of airborne allergens such as pollen, spores, feathers, and animal dander. This also includes the presence of various allergens in dust. Medical management is often similar to that of allergies although it is usually more aggressive and done on a regular or routine basis.

Irritating Effects - Eye, nose and respiratory irritation that are not permanent can occur and even be recurrent when the materials themselves by their very nature have an irritating effect. These effects are more common to chemicals (especially cleaning chemicals such as Ammonia and Bleach).

Potential Sources of Problems

Plants and Mold - Plants are often pleasant additions to trouble free indoor environments. However, they can be sources or vehicles for contamination by molds and insects, that view them as a home, or, as food. Their presence in a building or an area that is experiencing air quality problems can be confusing and confounding. Too much water, or fertilizer, or too little of either can cause their own difficulties for both the plants and the environment. Often they can be a source of water, which leads to the amplification of mold in the building. This Agency has guidelines for dealing with mold and mildew in buildings (DOS bulletins 378 and 393). Where it is clear that this problem may be attributable to plants, the simple and most direct solution is to remove the plants.

Dust Mites - Dust mites are microscopic insects that live in the environmental dust and fabrics that are found in occupied spaces. The mites live in the fabric of carpet, chairs, drapes and sound suppression and privacy panels. They live on (eat) the shed epidermal (skin) cells that are continually being shed by our bodies, animal dander, insects and insect parts and such other protein containing materials that they may come upon. They also produce fecal pellets, which can become part of the dust. There have been seventeen separate allergens identified in the fecal pellets of the common Dust Mite.

Food and Vermin - Food, food products and food wastes are attractants for such environmental pests as rodents, roaches and other insects and their larva. The impact of these pests upon air quality is not usually related to their presence directly. Rather, it is due to their biological activities in their production of waste, and, the fact that these waste products can become part of the environmental dust. Disturbed and distributed into the ambient air, this can have an impact on air quality and our reaction to it.

Garbage - Food, garbage and trash in waste cans should be kept to a minimum and taken out each night.

Summary - All living things and their products decay, dry out and deteriorate into the environmental dust. The amount that they contribute to the dust is in direct proportion to the failure of efforts to maintain environmental cleanliness. Mice and other pests will often produce liquid waste in the process of excreting fecal pellets. We will see the droppings but the liquid evaporates leaving a protein residue, which becomes part of the dust. Roaches produce protein containing liquid waste and scent chemicals (pheromones). This also dries up and becomes part of the dust. Recent studies have implicated the liquid waste of roaches in the increase of inhaler use by inner city school children.

All of these protein sources, that can be and are part of the normal environmental dust, are the result of human activity and, our interaction with the "critters" that live around us and because of us. Usually they are harmless. However, people can become allergic to some or all of these proteins in the dust. This is why, eliminating, limiting and/or controlling the environmental dust is so important in the management of people who have allergies and asthma. As in most issues related to the human response to chemicals, "the poison is in the dose". We can usually limit exposure, but rarely can we eliminate it in its entirety.

Control Measures

Pest Control - Modern contracts for pest management call for integrated pest control. Chemical agents should not be placed in an environment unless there is evidence of pest activity. Glue boards can also be used to demonstrate the presence or absence of pests. Chemical baits and sprays are then used in areas and at times of pest activity. The application of pest control material is usually done at a time when contact with pests can be expected to be maximized, while contact with human occupants will be minimized. All application work should be done at the end of the last work shift, or during the period of lowest activity in a 24/7 operation.

Dusting - Dusting should be performed at least once a month on all office furnishings. Furnishings include desktops, file cabinets, book -cases, lights, and HVAC grilles.

Floors - Floors, and other non-porous flooring, should be cleaned at least once a day. Floors should be cleaned during non-occupied hours to minimize dust exposure. Vacuuming and wet mopping are preferable to sweeping. Vacuuming should be performed with a modern, high efficiency type of vacuum cleaner.

Carpeting - For areas that are occupied and heavily trafficked, carpets should be vacuumed at the end of each day. Steam cleaning via a steam extraction method should be performed whenever the carpets are visibly dirty. This should be done at least twice a year. If (when) carpets are worn and have exceeded their useful life, both the carpets and the padding should be removed and replaced. Carpets and carpet backing should be kept as dry as possible to prevent microbial growth. It may be prudent to avoid steam-cleaning carpets during humid weather, and, without running the ventilation system. Carpets, that are repeatedly wet, should be removed. Non-porous flooring such as tile should be investigated as replacement in these cases.

General Building Maintenance - Custodial activities should be performed when building occupancy is at its lowest level. This is to prevent occupants from being exposed to potentially irritating custodial chemicals and airborne dust. Building maintenance services in the public sector should have an active Right-To-Know program. Building maintenance services in the private sector should have an active HazCom program. These programs should include maintaining all MSDS's on site for any custodial chemicals, active review of all MSDSs and a policy of substitution of less toxic materials where and whenever possible.