

GREEN LEASE LANGUAGE SUMMARY

Introduction: This document summarizes modifications made to template lease documents used by Alameda County's Real Property Management Division, specifically the lease template and work letter documents. Modifications focus on environmental performance specifications and are intended to ensure all facilities used to conduct County businesses are managed and maintained in a manner that is in alignment with County ordinances and policies. The modifications excerpted below (shown in yellow) have been incorporated into template documents for use by Real Property Project Managers in new leases, lease renewals, lease modifications, etc., and are provided here to assist other agencies in their green leasing efforts.

This document is one of several developed as a result of a collaboration between the Sustainability Program and the Real Property Management Division, both housed in Alameda County's General Services Agency. To learn more about the Green Lease project, visit www.acsustain.org.

Modifications to Lease Template

Waste & Recycling

Pg. 14, Section 9(A)(1) - "Services, Utilities, Maintenance And Repairs"

- A. Lessor, at Lessor's sole cost and expense, during the Term and any extensions of this Lease shall furnish the following services, utilities, and supplies to the Premises, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which County shares with other tenants, if any:
1. Sewer, trash disposal, and water service, including both hot and cold water to the restrooms.

Per Alameda County's 75% Waste Reduction Policy and Alameda County Waste Management Authority's Mandatory Recycling Ordinance:

- (1) Lessor shall subscribe to trash, recycling, and compost collection services through a local waste hauler at service levels sufficient for the County occupied space.
- (2) Lessor shall ensure that materials collected in the indoor trash, recycling, and compost is transferred to the appropriate hauler service bins daily.

(3) Adequate trash, paper recycling, mixed recycling, and compost bins for indoor use will be provided by _____ (Lessor or County). Lessor shall consult with County's sustainability program regarding bin placement.

(4) If the County's Property and Salvage division will be providing paper collection, Lessor shall ensure that they have access to the site and that materials collected in the paper recycling bins are transferred to the totes provided.

Janitorial Services

Pgs. 14-15, Section 9(A)(4) - "Services, Utilities, Maintenance And Repairs"

A. Lessor, at Lessor's sole cost and expense, during the Term and any extensions of this Lease shall furnish the following services, utilities, and supplies to the Premises, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which County shares with other tenants, if any:

(...)

4. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible. Lessor shall comply with all terms in Exhibit E - Janitorial Services.

Integrated Pest Management

Pg. 16, Section 9(B)(1) - "Services, Utilities, Maintenance And Repairs"

B. Lessor shall at its sole cost maintain the Premises, the Building and Property, and common areas, including building systems (including all safety systems) and all equipment, fixtures and appurtenances furnished by Lessor under this Lease, in good repair and tenantable condition, in a manner acceptable to County, in conformance with all regulations including but not limited to the California Code of Regulations, Title 8 (Division of Industrial Relations), and consistent with any applicable industry building standards so as to minimize breakdowns and reasonably preventable or recurring

disruption loss of the County's use of the Premises caused by deferred or inadequate maintenance, as is required for the County's access to, occupancy, possession, use and enjoyment of the Premises as provided in this Lease including but not limited to the following items:

- (1) Generally maintaining the Premises in good, vermin free, operating condition and appearance.
- (2) Lessor shall adopt an Integrated Pest Management (IPM) policy, minimizing negative impact on human health, non-target organisms, and the environment.

Landscaping

Pg. 17, Section 9(B)(9) - "Services, Utilities, Maintenance And Repairs"

B. Lessor shall at its sole cost maintain the Premises, the Building and Property, and common areas, including building systems (including all safety systems) and all equipment, fixtures and appurtenances furnished by Lessor under this Lease, in good repair and tenantable condition, in a manner acceptable to County, in conformance with all regulations including but not limited to the California Code of Regulations, Title 8 (Division of Industrial Relations), and consistent with any applicable industry building standards so as to minimize breakdowns and reasonably preventable or recurring disruption loss of the County's use of the Premises caused by deferred or inadequate maintenance, as is required for the County's access to, occupancy, possession, use and enjoyment of the Premises as provided in this Lease including but not limited to the following items:

- (...)
- (9) Maintaining landscaped areas, including sprinklers, drainage, etc., on a weekly basis, in a growing, litter-free, weed-free, and neatly mowed and/or trimmed condition. Landscaping practices shall follow the most recent Bay-Friendly Landscaping Guidelines as published by the Bay-Friendly Landscaping & Gardening Coalition. Compliance with this requirement may be demonstrated by contracting a

Bay-Friendly landscaping professional OR documentation of all materials and techniques used in landscaping practices are consistent with Bay Friendly principles.

Modifications to Work Letter

Pg. 11, Section 5.0 SPECIFICATIONS

5.6 Painting. Products should be selected that are the least harmful to human health and the environment. Properties of such products include: no carcinogenic ingredients; zero Volatile Organic Compound (VOC) emissions; and low odor. Latex paint shall be used. Material Safety Data Sheets (MSDS's) should be submitted to the County for approval, prior to application. Adequate ventilation shall be used during application, and for at least 48 hours after completion.

Fuller-O'Brien, Sherwin-Williams, Benjamin Moore, or equal. Minimum shall include one coat primer with P.V.A. primer sealer, and two finish coats. Apply additional coats if necessary to provide uniform coverage and full hiding. All tool marks, nail holes, defects shall be sanded smooth prior to painting. Paint all exposed conduit in finished areas. Paint all interior surfaces of air ducts, baseboard heating units that are visible through grilles and louvers with one coat of flat black paint. Paint dampers exposed behind louvers, grilles to match face panels. Paint chips will be provided to County within one (1) week of Lease execution for primary wall and door colors. Brushouts (8" x 10") will be provided to County for approval. Once the Premises are occupied, paint touch ups with County approved products will be conducted during unoccupied hours, with 3 days advance notice to the County.

Pgs. 13-14

5.14.2 Carpet. Carpets emit low levels of VOC's when first installed. The space should not be occupied until at least three days after carpet installation, in order to allow VOC's to dissipate. In addition, the ventilation system should be operated continuously for at least one week after installation of the carpet. Carpet tiles shall be specified and installed using a non-glue system to reduce VOC emissions and allow for easy removal. Carpet, carpet cushion, and adhesive used shall meet indoor air quality standards of the LEED Indoor Environmental Quality Credit for Low-Emitting Materials (latest version). Carpet shall have backing with either no polyvinyl chloride (PVC), or, if backing does contain PVC, it shall contain a minimum of 40% post-consumer recycled content. Carpet shall be certified to the NSF/ANSI-140 Sustainable Carpet Standard at the Platinum certification level. A minimum 36 oz. cut-pile or 28 oz. loop-pile (unitary backing) with color acceptable to County. County to be provided with carpet samples to select color within one (1) week of executing County's Lease. Must be static control carpet with maximum rating below 3.0 KV at 20 percent (20%) relative humidity. Lessor shall store a minimum of three percent (3%) stock for County for future repairs. Lessor shall provide same die lot for entire installation. Provide a

warranty for the Term of the Lease on product and installation. Walk-off mats shall be placed at all employee and public entrances to the building. Upon carpet replacement, vendor shall recycle removed carpet.

[Add new section:] 5.61 Adhesives, sealants and coatings. Volatile organic compound (VOC) emissions shall not exceed applicable levels specified by the Bay Area Air Quality Management District (BAAQMD) Regulation 8.