RESOLUTION NO.: R-2019-027

RIGINAL AMPED IN RED Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and MS Joint Venture for the lease of the 4th floor of 1401 Main Street

BE IT RESOLVED by the Mayor and City Council this 19th day of March, 2019, that the City Manager is hereby authorized to execute the attached Lease Agreement between the City of Columbia and MS Joint Venture, or on a form approved by the City Attorney, for the lease of the 4th floor of 1401 Main Street.

(Funding Source: 1018701-636300).

Requested by:	
Assistant City Manager Gentry	Mayor
Approved by:	Mayor
City Manager	
Approved as to form:	ATTEST:
Approved as to form.	Cika D. llow
City Attorney	City Clerk
Introduced:	

Last revised: 3/5/2019 19000492

Final Reading:

OFFICE LEASE AGREEMENT

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BY AND BETWEEN

MS JOINT VENTURE

AND

CITY OF COLUMBIA

DATED

MARCH 14, 2019

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OFFICE LEASE (GROSS LEASE)

THIS LEASE is made and entered into this 13th day of March, 2019, by and between MS Joint Venture, hereinafter called "Landlord", and City of Columbia, hereinafter called "Tenant" and shall be recorded in the Richland County, South Carolina Register of Deeds Office.

WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, administrators, legal representative and permitted assigns, do hereby agree as follows:

A. DEMISED PREMISES/PREMISES INFORMATION:

Landlord demises and leases to Tenant and Tenant agrees to lease from Landlord, for the term and upon the rental, covenants and agreements herein set forth those certain Demised Premises located in the State of South Carolina, County of Richland (Tax Map ID #09013-04-07), in or near the City of Columbia, having an address of 1401 Main Street, 4th floor, and more specifically described as follows:

Approximately 15,350 +/- Square feet located on the 4th floor and referred to hereinafter as "Demised Premises".

B. TERM AND DELIVERY OF DEMISED PREMISES:

TO HAVE TO HOLD said Demised Premises unto Tenant for a term of 11 years beginning on the 1st day of August, 2019 and ending at midnight on the 31st day of July 2030. Termination Option: Exhibit C.

It is further agreed and understood that if Landlord is unable to deliver possession of the Demised Premises to the Tenant at the commencement of the term of this Lease because of the retention of possession thereof by parties other than Landlord, or because Landlord is unable to get the Demised Premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this Lease shall not terminate, provided however, that Tenant shall have no obligation to pay hereunder until possession of the Demised Premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the Demised Premises to Tenant at the commencement of the within term.

It is anticipated that possession may be had on August 1st, 2019, however, if for any reason Landlord fails to give possession of the Demised Premises on that date, then this Lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had September 30th 2019, or Tenant may terminate this Lease by written notice given prior to the Landlord's tendering possession of the Demised Premises to the Tenant. If the term of this Lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the Lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the term.

C. COVENANTS AND CONDITIONS OF LEASE:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

- 1. RENT: Tenant covenants and agrees to pay as rental to Landlord the annual sum of \$276,300.00, said sum to be in lawful money of the United States, payable in equal monthly installments of \$23,025.00 or as outlined in Paragraph 32 of this Lease agreement. Said rental shall be payable monthly in advance to the offices of EM & L, Agent for Landlord. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the 10th day of the month. In the event Tenant shall fail to pay each rental on the due date a late charge of one and one-half (1½%) percent of the monthly rental, compounded monthly with a minimum of Ten and no/100 (\$10.00) Dollars per month, shall be added to the rental and paid to Landlord for each such late payment, and the same shall be treated as additional rent.
- 2. AUTHORIZED USE: Tenant agrees not to abandon or vacate the Demised Premises, not to use them for other than normal office purposes and not to use or permit them to be used for any offensive, noisy or dangerous trade or business, or in violation of any act or omission which will increase the rate of insurance on the Demised Premises, and if such rate be increased, Tenant agrees to pay Landlord such increased cost of insurance. Tenant will not obstruct entries and passageways so as to interfere with the use thereof by other tenants.

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- 3. TENANT ALTERATIONS: Except as otherwise provided herein, Tenant shall not make, or suffer to be made, any alterations of the Demised Premises, or any part thereof, without the prior written consent of the Landlord. Any such alterations or improvements, whether made with or without Landlord's permission, and including, but not limited to, permanent partitions, wall to wall carpeting, lighting, or attached shelving, shall, at the option of the Landlord, become the property of the Landlord (with no obligation of Landlord to pay for same) and may not be removed unless requested by the Landlord. Tenant may install at its expense and without Landlord's consent trade fixtures, movable office partitions, furniture and equipment and other personal property, and may remove same at any time provided that Tenant is not in default of this Lease and that any damage to the Demised Premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Demised Premises or unreasonably annoy or disturb other Tenants. Tenant shall at all times keep the Demised Premises free and clear of any lien or encumbrance of any kind created by Tenant's act under this paragraph or otherwise or by its omission.
- 4. TENANT'S MAINTENANCE AND REPAIR OF DEMISED PREMISES: Tenant agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the interior of its Demised Premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, and acts of God excepted. Tenant shall replace all broken glass in the Demised Premises except when such breakage may be covered by Landlord's normal fire and extended coverage insurance policy, and shall repair any damage, willful or otherwise, to the Demised Premises, caused by it, its agents, invitees or clients.
- 5. LANDLORD'S MAINTENANCE AND REPAIR OF DEMISED PREMISES: Landlord shall at its own expense keep and maintain in good repair and working order the heating and air conditioning equipment, plumbing, roof, foundation and exterior walls, electricity and fixtures, and parking lot. Landlord agrees to make all repairs that may become necessary by reason of fire, acts of war, insurrection or riot, earthquake, other elements including damage by termites, fungus growth or dry rot. Landlord shall be under no obligation to inspect the Demised Premises and Tenant shall be responsible for notifying Landlord in writing of any needed repairs after which Landlord shall have a reasonable time in which to make such repairs. Landlord shall not be held liable for any damage to Tenant for failure to make any such repairs unless due to Landlord's gross negligence.
- 6. SERVICES AND UTILITIES FURNISHED BY LANDLORD: Landlord shall, at its own expense, supply to Tenant in or upon the Demised Premises during the term of this Lease the following services and utilities only as specifically indicated:
- YES (a) electricity and heating and air conditioning during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturdays and legal holidays. Electricity shall be furnished only for lighting and ordinary business appliances, such as typewriters, word processing equipment, copiers, fax machines and adding machines. *See paragraph 32
- YES (b) hot and cold running water in restrooms.
- YES (c) chilled drinking water within reasonable distance of the Demised Premises .
- YES (d) elevator service either attended or non-attended at Landlord's option.
- YES (e) janitorial and yard service in accordance with usual and customary schedule.
- YES (f) pest control, common area only.
- YES (g) replacement of light bulbs to Landlord's lighting fixtures (fluorescent or building standard only).
- YES (h) building management by Executive Management and Leasing, Phone # (803) 771-9884.
- YES (i) parking see paragraph #10.

(j)	other:	
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Landlord shall not be liable for failure to furnish any of the foregoing when such failure is caused by accidents or conditions beyond the control of Landlord, or by repairs, labor disturbances or disputes of any character whether resulting from or caused by Landlord or otherwise; nor shall Landlord be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing, nor shall any such failure relieve Tenant from duty to pay the full amount of rent herein reserved, or constitute or be construed as a constructive or other eviction of Tenant.

7. INCREASE IN COST OF SERVICES AND REPAIRS: The Tenant covenants to pay the Landlord, as additional rent hereunder, upon notice and demand, the proportionate part of any increase in the annual cost of operating and maintaining the building of which the Demised Premises are a part over the cost for the calendar year 2019 (hereafter called "base year") as is represented by the proportion between the Demised Premises and the total rentable area of said building.

For the purpose of this and other covenants requiring similar proportion, it is agreed the Demised Premises hereunder contains approximately 15,350 square feet and the total rentable area of the building is 199,846 square feet. For purpose of calculation, Tenant's pro rata share for purposes of calculation shall be 7.7%.

After each December 31, subsequent to the base year, cost statements for the year will be prepared and compared to the base year cost. Should there be any change in the cost of service, Tenant shall pay or receive credit for his proportionate by lump sum settlement.

In addition, the monthly rent beginning the first day of January will be adjusted if required by one twelfth (1/12) of the sum of the previous year's cost change over the base year. In no event will the rent be less than that which was paid in the base year or at the beginning of the Lease.

The cost of operating and maintaining the said building shall include water and sewer rents, the cost of heating, electricity, power, fuel, labor, supplies, janitorial service, security service, management and insurance, and all other items properly constituting direct operating costs according to standard accounting practices as determined by Landlord, managing agent, or accountant. Tenant, or its representative, shall have the right to examine Landlord's books and records with respect to items in the foregoing statement during normal business hours at any time within thirty (30) days following delivery by Landlord to Tenant of such statement. Unless Tenant shall take written exception to any items of such expenses within thirty (30) days after delivery of the foregoing statement, such statement shall be considered as final and accepted by Tenant. If this Lease terminates other than at the end of the calendar year, the additional rent, if any, under this provision for the partial year of occupancy shall be due and payable by Tenant for the period of his occupancy even though he has vacated. If the vacated Tenant has a credit due, a check will be issued forty-five (45) days after such original statement is sent. If Tenant is deficient, he shall forward payment to Landlord within thirty (30) days unless he takes written exception to such increase and in such case must notify Landlord of such exception within thirty (30) days.

PAYMENT OF TAXES AND OTHER ASSESSMENTS: Landlord shall pay annually all real estate taxes on the Demised Premises existing at the commencement of this Lease. However, Tenant shall pay its pro rata share of 7.7% as enumerated in Paragraph 7, of any and all increases in the taxes and other assessments assessed or levied against the Demised Premises over and above amounts assessed for the year 2019 (to be known as "base year"), as well as any special assessment imposed upon the Demised Premises for any purpose whatsoever during the term, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the Demised Premises or of both. However, if the improvements upon the Demised Premises are not fully assessed by the local assessor's office during the agreed upon base year, the base year will be amended in the following manner: the millage rate established in the base year shall be applied to the fully assessed value when fully assessed by the Tax Assessor's office. Should the full assessment not be completed until after this Lease expires or is terminated, this increase will be due and payable upon demand. Such payment shall be made by Tenant to Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase. In the event the Demised Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Demised Premises shall be determined by proration as herein above defined. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax beyond the lease term.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state, or federal, is required to be paid due to execution hereof, the cost thereof shall be borne by the Tenant.

Tenant at all times shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes assessed against any leasehold interest or any fixtures, equipment, stock-in-trade, or other personal property of any kind, installed or used in or on the Demised Premises.

Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution or in addition to any existing tax on land or buildings or otherwise, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, as the case may be.

- 9. SUBORDINATION OF LEASE: It is agreed that the rights of the Tenant hereunder shall be and shall remain subordinate to the right and lien of any bona fide mortgage placed upon said Demised Premises by Landlord during or before the term of this Lease, and if requested by mortgagee, Tenant will execute a subordination agreement.
 - 10. PARKING: See Paragraph 32 (Additional Provisions).
- 11. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the Demised Premises at reasonable times for the purpose of inspection, posting notices or supervising any necessary repairs and maintenance required herein to be performed by Landlord. Sixty (60) days prior to the expiration of this Lease, Landlord may post suitable notice on the Demised Premises that same are for rent and may show same to prospective tenants at reasonable times.
- 12. ASSIGNMENT AND SUBLETTING: Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the Demised Premises shall be sublet by Tenant without the written consent of Landlord first had and obtained; however, Landlord agrees not to withhold unreasonably its consent for Tenant to sublet the Demised Premises. Landlord may withhold consent to sublease should the sublease rental be greater than contract rent. If Landlord withholds such consent because of this condition, Landlord must cancel this Lease. In the event this Lease or any interest herein is assigned or the Demised

Premises or any part thereof is sublet, whether with or without Landlord's consent, Tenant shall remain fully liable under all terms, covenants, and conditions of this Lease. In no event will any provision herein stated to renew, extend or purchase be available to any assignee or subtenant.

Tenant hereby agrees to employ EM&L, Inc. to perform any and all subletting of the Demised Premises and will pay EM&L Inc. a commission based on their then published commission schedule.

- 13. WAIVER OF COVENANTS: No forbearance by either party to seek a remedy for any breach of this Lease shall be deemed a waiver by such party of its rights or remedies with respect to such breach. It is agreed that the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.
- **DEFAULT BY TENANT:** This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of rent, additional rent, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefor, or (b) there be any default on the part of Tenant in the observance or performance of any of the other covenants or agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Demised Premises shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Tenant shall admit in writing its inability to pay its obligations generally as they become due, or (g) Tenant shall vacate or abandon the Demised Premises, then and in any of said cases, Landlord at its option may terminate this Lease and re-enter upon the Demised Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant, or Landlord may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Demised Premises or voiding this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to Landlord by law or in equity, Landlord shall also have the right and option, in the event of any default by Tenant under this Lease and the continuance of such default after the period of notice above provided, to retake possession of the Demised Premises from Tenant without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Demised Premises, shall not be construed as an election to terminate this Lease unless Landlord expressly exercises its option hereinabove provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, not withstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Landlord rents or leases the Demised Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period, Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the Demised Premises in tenantable condition or otherwise. If such new lease or tenancy is made for a shorter term than the balance of the term of this Lease, any such action brought by Landlord to collect the deficit for that period shall not bar Landlord from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at a rate of eighteen percent (18%) from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at a rate of eighteen percent (18%) from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Tenant agrees to pay a reasonable attorney's fee and all costs if Landlord, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Lease or to enforce any covenants, agreements, or conditions on the part of the Tenant to be kept and performed; and Tenant expressly waives all exemptions secured to the Tenant under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured. For the purpose of any suit brought by Landlord or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease, and it is further agreed that failure to include in any suit any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

15. INSURANCE / INDEMNITY:

A. "Bodily Injuries and Property Damage": Tenant shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Tenant and Landlord with minimum limits as follows:

Bodily Injury and Property Damages......\$ 1,000,000.00 per occurrence \$ 2,000,000.00 aggregate

Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Landlord. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. In the event that the Demised Premises constitute a part of a larger property said insurance shall have a Landlord's Protective Liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Tenant shall have the right to settle and adjust all liability claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

- B. "Property Insurance": Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Demised Premises, in the amount of the full replacement value thereof, providing against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (Special Cause of Loss Form) and loss of rents. Tenant shall pay during the term hereof, in addition to rent, the amount of any increase in premiums for the insurance required under this Paragraph 15(b) over and above such premiums paid by Landlord during the first full year of the term of this Lease in which Landlord shall have maintained the insurance required under this Paragraph 15(b), whether such premium increase shall be the result of the nature of Tenant's occupancy, any act or omission of Tenant, requirements of the holder of a mortgage or deed of trust covering the Demised Premises, or increased valuation of the Demised Premises. Tenant shall pay any such premium increases to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Demised Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Demised Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenant's liability for premium increases shall be prorated on an annual basis. If the Demised Premises are less than the total property the base pro rata share shall be the same as in Section 8 (Taxes).
- C. "Insurance Policies": Insurance required hereunder shall be in companies rated A or better in "Best's Insurance Guide." Tenant shall deliver to Landlord copies of policies of liability insurance required under Paragraph 15(a) or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which will invalidate the insurance policies referred to in Paragraphs 15(a) and (b).
- D. "Waiver of Subrogation": Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.
- E. "Indemnity": Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Demised Premises, or from any activity, work or things done, permitted or suffered by Tenant in or about the Demised Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim. Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to

Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

G. "Exemption of Landlord from Liability": Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and

regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Demised Premises are located.

or any part thereof shall be substantially damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Demised Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the Demised Premises untenantable in whole or in part, the rent shall be abated wholly or proportionally as the case may be until the damage shall be repaired and the Demised Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e., expenditure of fifty (50%) percent or more of replacement cost) of the building or buildings of which the Demised Premises are part, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction, unless the Landlord has contracted for or begun reconstruction. If it is anticipated that said rebuilding will take in excess of ninety (90) days, Landlord shall notify Tenant and Tenant shall be given the option of canceling said Lease within five (5) working days of said notification or Landlord may rebuild or contract for said rebuilding of which the Demised Premises are a part.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the Demised Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver. Landlord hereby agrees to keep the building insured against fire and other perils normally covered by fire and extended coverage.

- 17. A. HOLDOVER: Should Tenant remain in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease, such holding over shall, unless otherwise agreed in writing, constitute a month to month tenancy only, and Tenant shall pay as monthly rental one and one half (1 1/2) times the monthly rental assessed during the last month of the term of this Agreement. Tenant agrees to give Landlord thirty (30) days prior written notice of Tenant's intent to vacate the Demised Premises. Landlord may terminate the month to month tenancy by providing Tenant thirty (30) days prior written notice.
- B. RIGHT OF FIRST REFUSAL: If within twelve (12) months of the signing of this document or a mutually agreed upon (in writing) time extension beyond twelve (12) months, Landlord receives a bona fide offer (an "offer"), from an unrelated third party to purchase the Premises and Landlord decides to accept, City of Columbia will have the right to purchase the property under the same terms and conditions. City of Columbia will have fifteen (15) business days after Landlord written notification, to notify the Landlord in writing of its intent to exercise its Right of First Refusal.
- 18. **DEFAULT OF LANDLORD:** If at any time during the term hereof Landlord shall default in any of its obligations under this Lease, Tenant may give the written notice to Landlord of its intention to terminate the lease, together with a statement of the nature of such default, and such termination shall become effective on the thirtieth (30th) day after the date of such notice unless (a) such default shall be cured within thirty (30) days after such a notice or (b) if the default is of such nature that it cannot be cured within such period, the necessary steps to cure such default are duly taken within such period and are thereafter diligently pursued.
- 19. CONDEMNATION: In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the Demised Premises are not reasonably suitable for its use and occupation, Tenant may, by giving notice to Landlord within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Landlord shall refund any unearned rent paid in advance by Tenant. If Tenant does not terminate this Lease as provided above, this Lease shall continue in force as to the remaining portion of the Demised Premises and in such event the monthly rental thereafter payable by Tenant hereunder shall be adjusted and prorated in the exact ratio which the value of the Demised Premises after such taking or condemnation bears to the value of the Demised Premises immediately preceding the condemnation, and Landlord shall, at its own expense, make any repairs or alterations to said Demised Premises which may be necessary to restore the Demised Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event of the taking or condemnation of all or any portion of the Demised Premises if the Landlord and/or Tenant terminates the lease as provided above, Landlord and Tenant shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemned and Tenant shall receive from the condemnation award the value of its improvements, if any, so taken; Tenant shall receive no other part of the condemnation award. If the lease is not terminated, Landlord shall receive the entire award in the condemnation proceeding.

In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of such power of eminent domain, with or without litigation, and the remainder of the Demised Premises shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by giving written notice to the Tenant within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice. Rent shall be apportioned as of the termination date.

- 20. QUIET ENJOYMENT: If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Demised Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Demised Premises throughout the term of this Lease.
- NOTICES: Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given, served, made or delivered by mailing the same by certified mail in a sealed envelope postage prepaid, and addressed as follows:

To the Landlord at the following address: MS Joint Venture % EM&L, Inc. P.O. Box 1239 Columbia, S.C. 29202

To the Tenant at the following address: Attention: City Manager City of Columbia P.O. Box 147 Columbia, SC 29217

Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail with sufficient postage attached.

- 22. SIGNS AND BUILDING DIRECTORY: No signs of any type shall be installed at or in any place on the building of which the Demised Premises are a part or on the exterior of the Demised Premises without prior written approval and consent of Landlord. Landlord may, at its option, install and maintain a building directory and reserves the right to limit the number of listings on such directory.
- 23. RULES AND REGULATIONS: Landlord may from time to time publicize such rules and regulations in writing which it may consider necessary and in the best interest of the building of which the Demised Premises are a part. Tenant agrees to abide by such rules and regulations so long as they do not unreasonably interfere with Tenant's use and occupancy of the Demised Premises.
- 24. SURRENDER OF DEMISED PREMISES: Tenant agrees to turn over all keys and to surrender the Demised Premises at the expiration or sooner termination of this Lease or any extensions thereof, broom-clean and in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Demised Premises to the same condition as when delivered to Tenant.
- 25. RIGHTS OF SUCCESSORS AND ASSIGNS: The covenants and agreements contained in the within lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, and assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided.
- 26. COMMISSIONS: Landlord acknowledges the services of Executive Management and Leasing, Inc. as real estate Broker in procurement of this Lease and all expansions, extensions and renewals, and in consideration thereof does hereby agree to pay said Broker a commission on the rentals of the Demised Premises in accordance with their separate agreement. Landlord acknowledges that this agreement shall be binding on his heirs, successors and assigns and will follow the land.

27. **SECURITY DEPOSIT:** N/A

- 28. CONDITION OF THE DEMISED PREMISES: Tenant has inspected and accepts the Demised Premises in the same condition they are in at the time of commencement of the term of this Lease.
- 29. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.
- 30. CONSTRUCTION OF LEASE: The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant" at the commencement of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.
- 31. SUBMISSION OF DOCUMENT: The submission of this document for examination does not constitute an option or offer to lease the Demised Premises. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.
- 32. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provision of this Lease, the following shall control:

1)	BASE RENTAL RATE	MONTHLY	
	8/01/19 thru 7/31/20	0	0
	8/01/20 thru 7/31/21	\$18.00	\$23,025.00
	8/01/21 thru 7/31/22	\$18.54	\$23,715.75
	8/01/22 thru 7/31/23	\$19.10	\$24,432.08
	8/01/23 thru 7/31/24	\$19.67	\$25,161.21
	8/01/24 thru 7/31/25	\$20.26	\$25,915.92
	8/01/25 thru 7/31/26	\$20.87	\$26,696.21
	8/01/26 thru 7/31/27	\$21.50	\$27,502.08
	8/01/27 thru 7/31/28	\$22.15	\$28,333.54
	8/01/28 thru 7/31/29	\$22.81	\$29,177.79
	8/01/29 thru 7/31/30	\$23.49	\$30,047.63

- 2) Tenant will handle its own parking requirement.
- 3) Landlord at landlord's expense will upfit space per Exhibit A.
- 4) Landlord at landlord's expense will replace carpet to meet specifications on attached Exhibit B.
- 5) Landlord will provide building access cards to all City of Columbia employees on 4th floor as requested.
- 6) Landlord will provide the Communication pathway, tenant will be responsible for pulling communication cable and terminating cable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and effective as of the day and year of the last signature hereinbelow.

WITNESS: M. Shalles Meyawmoneum LANDLORD: MS JOINT VENTURE

Its: Maraging member

TENANT: CITY OF COLUMBIA

By: Jeresa Witson

Its: City Manager

Date: March 22, 2019

APPROVED AS TO FORM

Legal Department City of Columbia, SC



SHERER & ASSOCIATES, LLC 1201 MAIN STREET, SUITE 1980 COLUMBIA, SC 29201

PHONE: 803 748 1345

BRINGING STRUCTURE TO LIFE!

OFFICE UPFIT FOR CITY OF COLUMBIA

1401 MAIN STREET 4TH FLOOR COLUMBIA, SC 29201

CITY OF COLUMBIA INDEX OF DRAWINGS ARCHITECTURAL SYMBOLS **ABBREVIATIONS** A.C.TILE ACOUSTICAL TILE
A.F.F. ABOVE FIN. PLOOR
A.F.G. ABOVE FIN. GRADE
ALUMINUM
B.F.F. BELOW FIN. FLOOR COVER SHEET: ARCHITECTURAL SYMBOLS, TERMINOLOGY, ABBREVIATIONS, CONTACT INFORMATION, LOCATION MAP XXXX ------ ROOM IDENTIFICATION - GYPSUM WALL BOARD - HOLLOW METAL 10: - ROOM NUMBER - INTERIOR - CODE REVIEW JOIST
I. MECHANICAL
MASONRY OPENING OI OR (1) DOOR NUMBER BLOW FIN. FLOOR
B.F.G. BELOW FIN. GRADE
BLK. BLOCK
BUKG BLOCKING CONTRACTOR WOTES 6003 GUEST HATERE PRAUM PENOVATION NOTES, GENERAL NOTES & GENERAL CONDITIONS WINDOW DESIGNATION $\langle A \rangle$ BEAM BEARING ARCHITECTURAL GENERAL NOTE TAG SHORTING OFFICE CHICAGO PLAN CAPPET AIOI - RENOVATION FLOOR PLAN C.C. CENTER TO CENTER

CZII. / CLG. — CEILING INDICATES REVISED 41/12 - SHEET WHERE DRAWN CRIL 7 CLG. — CEILING
CM LL CONCE, INC.
CMC LINE
CM LL CONCE, INC.
CONC. MASORY UNIF
CONST. — CONSTRUCTION
CONT. — CONTRUCTOR
CT. — CERAMIC TUP
DRINKING FOUNTAIN
DRINKING FOUNTAIN PLATE PLYWOOD A103 FLOOR PATTERN PLAN - INTERIOR PLEVATIONS PWD PLYWOOD
REF. REINFORCING REVISION NUMBER 201 MAIN STEET SUFFE 1980 Junear, 3C 2920 A201 INTERIOR ELEVATIONS A202 INTERIOR FIEVATIONS ---- AND 748 134 - WALL SECTIONS POOF DRAIN SCHED. INDICATES SEMI-RECESSED - SECTIONS SHEET WHERE DRAWN A302 PROJECT NO: 1970 LIECTRIC WATER COOLER SIM. HIRE EXTINGUISHER CABINET WITH FIRE EXTINGUISHER AS APPRITECTURAL DETAILS CARRI EXIST. — EXISTING STORAGE
STORAGE
SUSPENDED WALL FINISH INDICATOR REQUIRED BY CODE, WRAP AL DOOR SCHEDULE, FRAME ELEVATIONS & DOOR ELEVATIONS DESIGNATION D F.D. FLOOR DRAIN
F.E. FIRE EXTINGUISHER SUSP. SUSPENDED TO MASONRY AGOI SIDES AND BACK OF CABINET - FINISH MATERIAL SCHEDULE פכינים פי מי - SHEET WHERE DRAWN TYP. TYPICAL UNITED OTHERWISE F.C.G.B. TO MAINTAIN WALL FIL. / FIR. --- FLOOR
FND. ---- FOUNDATION RATING. SEE TYPICAL DETAILS WINDOW COVERING FAID. — FOUNDATION
F.O.F. — FACE OF FINISH
F.O.M. — FACE OF MASONRY
F.O.S. — FACE OF STUDS
F.O.SH. — FACE OF SHEATHING
FTG. — FACE OF SHEATHING
FTG. — FACE OF SHEATHING
FTG. — GYPSUM BOARD ELECTRICAL (FOR REFERENCE ONLY) POWER & DATA LAYOUT PLAN WOOD INDICATES WALL MOUNTED FIRE EXTINGUISHER, VERIFY HINAL LOCATION WITH THE WELDED WIRE FABRIC PROJECT TITE anter fifte CONTACT INFORMATION LOCATION MAP **DEFINITIONS & TERMINOLOGY** PROJECT MANAGER ARCHITECT KATHY STREDNAK SHERER & ASSOCIATES, LLC TYPICAL! UNLESS NOTED OTHERWISE, MEANS IDENTICAL FOR ALL CONDITIONS, WHICH MATCH ORIGINAL CONDITION HIDICATED. SHERFR & ASSOCIATES, LLC 1201 MAIN STREET, SUITE 1980 COLUMBIA, SC 29201 COLUMBIA SC 29201 "SIMILAR": MEANS COMPARABLE CHARACTER STICS FOR THE CONDITIONS NOTED.
VERIET DIVERSIONS AND DIVENTATION OF CONDITIONS, WHICH VARY FROM TYPICAL KATHY@SHERERARCH.COM DANGSHERERARCH COM OR SIMILAR CONDITION INDICATED. GENERAL CONTRACTOR MIKE BRICKLE CBSI OPPOSITE MAKEY: MEANS CONDITION IS MIRROR IMAGE OF DETAILED REFERENCED CA1E - 03.10.201 "ALIGN": VEANS ALIGNMENT OF SMILLAR COMPONENTS OF CONSTRUCTION 140: MAIN STREET WILLS, JAMES, CTC), WHICH ARE ADJACENT OR THE COMPONENTS SHALL BE IN LINE WHITE FACH OTHER ACKOOS VOIDS. DIMENSIONS ARE NOT ADJUSTANCE UNLESS COLUMBIA, SC 29201 PHONE: 603.465.0607 CBSINC2004@AOLCOM "O.P.O.I.": MEANS "OWNER FURNISHED, OWNER INSTALLED". "U.N.O.": MEANS "UNLESS NOTED OTHERWISE". TO F.C.1." MEANS TOWNER FURNISHED, CONTRACTOR RESTALLED REFERENCES ALL RETERENCES TO CONTRACTOR SHALL REFER TO GENERAL CONTRACTOR. ANDRES SUB-CONTRACTOR. ALL REFERENCES TO THE OWNER SHALL MEAN THE OWNER OR THE OWNERS AGENT. PROJECT SITE

PLOT DATE/TIME: 3/16/2019 2:45:37 PMMoneay, March 18, 2019

PERMIT SET

G00 I

LIFE SAFETY PLAN LEGEND

OCCUPANCY XXXX AREA OF SPACE SYMINO XXX GSF AREA FER OCCUPANT XX OCCUPANT LOAD COMMON PATH OF TRAVEL TRAVEL DISTANCE മിമ EXIT SEGN THE EXTINGUISHER SEE GENERAL NOTES. DRAWING PLAN NOTES CONTRACTOR SHALL COORDINATE LOCATIONS OF FIRE EXTINGUISHER WITH LOCAL FIRE MARSHAL PRIOR TO INSTALLATION

WALL TYPE LEGEND

DESCRIPTION

EXISTING WALL TO REMAIN

WALL TYPE A - WIDTH 4 7/8" - STANDARD WALL - NEW 3 5/8" WITH STUD WALL WITH SOUND BATT INSULATION AND SWAT GYPSUM BOARD BOTH SIDES TO UNDURSIDE OF EXISTING CEILING SEE DETAIL BAYASOT

WALL TYPE B. WICH 4-7/8" - STANDARD WALL - NEW 3-5/8" WETAL STUD WALL WITH SOUND BATT INSKRATION AND 5/8" GYPSUM BOARD BOTH SIDES TO 6" ABOVE DISTING CTILING GRID, SEE DETAIL B3/A30

WALL TYPE B., WIDTH, A 7/8", ACCENT WALLEDK SIGNACE NEW 3-5/8" METAL STUD WALL TO 8: 4 1/2" HIGH WITH WOOD PANELS ON FRONT AND 5/8" GYTSUM BOARD REST OF TXPOSED, SEE DETAIL BZA301

NOTE TO BUILDING OFFICAL

MECHANICAL DESIGN. LIMITED MECHANICAL DESIGN MILL DE COMPLETED BY THE CONFRACTOR IN A DESIGNABULD CONTRACT AND WEL MEET ALL REQUEREMENTS OF 11€ 20-5 (%) AND 2015 NAC

ELECTRICAL DESIGN. LIMITED ELECTRICAL DESIGN WILL NE COMPLETED BY THE EDSTRUCTION TO ADES GROUND CONTRACT AND WILL MEET ALL REQUIREMENTS OF THE 2015 INC AND 2014 NGC.

GROSS SQUARE FOOTAGE

6.655

4TH FLOOR TOTAL GROSS SQUARE FOOTAGE

2015 INTERNATIONAL BUILDING CODE

2015 EDITION OF THE INTERNATIONAL BUILDING CODE ((BCJ) 2015 EDITION OF THE EXISTING BUILDING CODE 2015 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE (IRC.) 2015 EDITION OF THE INTERNATIONAL FIRE CODE (IFC.)) 2015 EDITION OF THE INTERNATIONAL PLUMBING CODE (IFCJ) 2015 EDITION OF THE INTERNATIONAL MECHANICAL CODE (IMC) 2015 EDITION OF THE INTERNATIONAL FUEL GAS COOR (FGCJ) 2014 EDITION OF THE NATIONAL ELECTRIC CODE (NEC) ICC A L.F. 7.1-2017 ACCESSIBLE AND USABLE BUILDINGS AND LACILITIES (ANSI). 2009 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC.)

OCCUPANCY CLASSIFICATION

DOSTING OCCUPANCY CLASSIFICATION - GROUP B PROPOSED OCCUPANCY CLASSIFICATION - GROUP B

PHYSICAL PROPERTIES OF BUILDING

(A) PROJECT AREA-4TH FLOOR 15,350 GSF

(C) BUILDING HEIGHT IN STORIES: 12 - EXISTING

(D) DISTANCE FROM PROPERTY LINES ALL DIMENSIONS EXISTING

EXISTING.

TYPE OF CONSTRUCTION:

TYPE II B. SPRINKLI RED

(B) BUILDING PEIGHT

OCCUPANCY SEPARATION

FER TABLE 508 4 NO RATED SEPARATION BETWEEN OCCUPANCES REQUIRED

CONSTRUCTION REQUIREMENTS:

(A) TABLE GOL- FIRE-RESISTANCE RATING REQIMENTS FOR BLDG, ELEMENTS

STRUCTURAL FRANC OHR (EXISTING) BEARING WALLS EXTERIOR O HR. (EXISTING) INTERIOR OHR (EXISTING) PLOOP CONSTRUCTION OHR (EXISTING) KOOF CONSTRUCTION OHR (EXISTING)

(B) CHAPTER G

TABLE GOZ - FIRE SEPARATION DISTANCE

(C) CHAPTER 7: FIRE SEPARATION IS NOT REQUIRED

CHAPTER 9. SPRINKLER SYSTEM IS EXISTING. PORTABLE FIRE EXTINGUISHERS REQUIRED BY SECTION 90G, LOCATION SHALL BE DETERMINED BY FIRE MAKSHA

(E) CHAPTER 10: OCCUPANCY LOAD

1) OCCUPANT LOAD - TABLE 1004-1.2 SEE CALCULATION BELOW LABILED CHAPTER 10: OCCUPANCY LOAD: SUMMARY SHOWN FOR CLARITY GROUP E 15350/100 = 153.50 = 154 OCCUPANTS

0.20

TABLE 1005 - EGRESS WIDTH STAIRS

OTHER COMPONENTS

154(.20") - 30.6" REQUIRED 2 DUT @ 34" - 68" CLEAR PROVIDED

MINIMUM FLUMBING FORTURES - TABLE 2902 1:

ALL PLUMBING FIXTURE ARE TO REMAIN AND PART OF COVIDION CORE

erer & Ameri

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SUPER STORE DOS 745 1

-ACTUL NO 1440.

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PROJECT TO Sertt Titte



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PERMIT SET

CONTRACTOR NOTES:

- Contractual obugation: The General Contractor Shall aboe by and be responsible for all requirements Stated in Scope of Wora and the Desco Intern Inferer Brown of Not ton the Drawnos, Unless noted otherwise, Construction Shall Meet the Requirements of the Latest Edition of the And any additional Requirements of the Local Building Official.
- CENTRAL CONDITIONS: THE GENERAL CONTRACTOR SHALL PROVIDE ALL LABOR MATERIAL, EQUIPMENT, TOOLS, UTILITIES, INSURANCE, TRANSPORTATION, AND PAY FOR ALL REQUIRED TAXES, PERMITS, AND SEPULCES PEOLIFFED TO COMPLETE THE ENTIRE SCOPE OF WORK, WHETHER TEMPORARY OR PERMANENT. ALL MATERIALS EXCEPT TEMPORARY FORMS ARE TO BE NEW, UNUSED AND OF THE SPECIFIED QUALITY. THE GENERAL CONTRACTOR SHALL MAINTAIN THE PROJECT SITE IN A CLEAN AND ORDERLY FASHION TOOLS AND FOLLEMENT SHALL BE SECURED, AND ALL DEBRIS SHALL BE REMOVED DAILY. THE GENERAL CONTRACTOR SHALL MAINTAIN A VISITORS LOG. ALL VISITORS SHALL BE REQUIRED TO SIGN SUCH LOG. DATES AND TIMES OF ENTERING AND EXITING THE SITE FOR ALL VISITORS SHALL BE NOTED. GENERAL CONTRACTOR TO SECURE PROJECT SITE FROM UNALITHORIZED ENTRY AT ALL TIMES. COORDINATE LOCATION OF HARRICADES OR TEMPORARY FENCING WITH THE DOCUMENTS AND OWNER. THE GENERAL CONTRACTOR SHALL PHOTOGRAPH THE PROJECT SITE AND EXISTING CONDITIONS PRIOR TO THE BEGINNING OF THE WORK PHOTOGRAPHS SHALL BE TAKEN OF THE PROGRESS OF THE WORK AT INTERVALS NO GREATER THAN 7 CALENDAR DAYS, PHOTOGRAPHS SHALL BE IN COLOR AND IDENTIFIED BY DATE AND TIME OF DAY. MAINTAIN DIGITAL PHOTOGRAPH FILE ON SITE, DELIVER COMPLETED FILE TO THE ARCHITECT LIPON RECEIPT OF USE AND OCCUPANCY PERMIT. THE GENERAL CONTRACTOR SHALL MAINTAIN AN ON SITE STAGING AREA AND SHALL KEEP THE AGENCY APPROVED CONSTRUCTION DOCUMENTS, ALL LICENSE INFORMATION, VISITORS LOG, PHOTOGRAPH FILE, AND AT LEAST ONE SET OF REPRODUCIBLE CONSTRUCTION DOCUMENTS, TO BE MARKED CONCURRENTLY WITH THE CONSTRUCTION, TO RECORD ACTUAL CONDITIONS OF THE CONSTRUCTION AND DEVICE INSTALLATIONS. DELIVER PO COMPLETED RECORD SET AND AS BUILT TO THE AKCHITECT UPON COMPLETION OF THE PROJECT. GENERAL CONTRACTOR TO REMOVE AND DISPOSE OF ALL WASTE AND DEBRIS FROM PROJECT SITE IN A LEGAL MANNER LIPON COMPLETION OF THE WORK, PROVIDE PROFESSIONA CLEANING SERVICE TO CLEAN THE PROJECT SITE, INTERIOR AND EXTERIOR,
- THE ARCHITECT IS SOLELY RESPONSIBLE FOR THE DESIGN INTERPRETATION OF THE CONSTRUCTION DOCUMENTS. ARCHITECT IS NOT UNDER CONTRACT TO PROVIDE CONSTRUCTION DISERVATION FOR THIS PROJECT.
- 4. COORDINATE FINAL COLOR SELECTIONS WITH TENANT,
- 5. Provide fire extinguishers as directed by city/county fire Marshall.
- 6. NOT USED.
- DOCUMENT DISCREPANCIES: WHENEVER THERE ARE DISCREPANCIES IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BASE HIS BID UPON THE BETTER QUALITY OR GREATER QUANTITY OF THE MATERIAL OR WORK DESCRIBED.
- B. DRAWING SCALE: THE CONTRACTOR SHALL NOT SCALE DRAWINGS.
- 9. FIELD CONDITIONS: THE CONTRACTORSUBCONTRACTORS SHALL TARE FIELD MEASUREMENTS AND VERYF FIELD CONDITIONS AND SHALL CARETURY COMPANIES SUCH FIELD MEASUREMENTS, CONDITIONS, AND OTHER INFORMATION KNOWN TO THE CONTRACTOR WITH THE CONTRACT DOCUMENTS DEFORE COMMENCING ACTIVITIES, ERRORS, INCOMSISTENCES, OR OMISSIONS DISCOVERED SHALL BE REPORTED TO THE ARCHITECT AT ONCE. IN OUTLANDARY WILL BY MADE ON BEHALT OF THE CONTRACTOR OR SHIPCOMENACTORS FOR FAILURE TO VISIT THE SHIP.
- 10. CONSTRUCTION MEANS PROCEDURES: THE CRIMEN CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE CONTRACTORS BEST SAIL AND ATTENDON. THE CONTRACTORS BHALL BE SOLELY RESPONSIBLE FOR AND HAVE CONTRACT, OVER CONSTRUCTION MEANS, METHODS, INCRINGUES, SOLUNCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF WORK UNDER THE CONTRACT, UNLESS CONTRACT DOCUMENTS GIVE OTHER SHEDICIONS CONCENNING THESE MATTERS. ANY MORE THAT MUST BE REMOVED OR RELOCATED DUE TO LACK OF COORDINATION OF THE TRACES IS SOLELY THE CONTRACTORS RESPONSIBILITY. THE CONTRACTOR SHEAD SHELL MAINTAIN A SECURE SHE HINCOLGHOUT THE CONSTRUCTION
- BUILDING SYSTEMS: THE GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION AND INSTALLATION OF ALL BUILDING SYSTEMS AND EQUIPMENT. THE GENERAL COMPACTION SHALL COORDINATE ALL BUILDING TRACES TO ASSURE ALL REQUIRED CLEARANCES FOR OPPERATION AND MAINTENANCE OF ALL COUPMENT AND SYSTEMS AS REQUIRED BY COOL, THISE COCUMENTS, OR MAINTACTURER'S RECOMMENDATIONS ARE MET OR EXCEPTED. LACK OF STECTIFIC DETAILS SHALL NOT BE AN EXCUSE FOR IMPROPER INSTALLATION OF ANY MATERIAL (DEVICE), OR SYSTEM: WHITEE OFFALS ARE NOT

PROVIDED, THE GENERAL CONTRACTOR SHALL REFER TO THE PRINTED MANUFACTURERS RECOMMENDATIONS FOR RISTALLATION GUIDELINES. ALL INSTALLED SYSTEMS AND DEVICES ARE TO OPERATE QUIETY AND WITHOUT EXCESSIVE VIBRATION. THIS INCLUDES BUT IS NOT UNITED TO THE FOLLOWING SYSTEMS: MECHANICAL RECTRICAL LIGHTING, PLIANDING, AND TELEPHORE COLIFIEMS.

- 1.2. CLEARANCES THE CONTRACTOR SHALL COORDINATE WITH ALL BUILDING TRADES INVOLVED IN THE PROJECT FOR PREPARATION OF COMPOSITE SHOP DRAWINGS FOR FACH FLOOR TO INSURE PROFER CLEARANCES FOR FUTURES, DUCTS, CRUINGS, ETC, WHILE MAINTAINING THE SPECIFIED CRUING HEIGHTS NOTED ON THE DRAWINGS. CLARIFY ANY CONFLICTS WITH APPLIED.
- 1.3 NOT USED.
- 14. GOVERNING AGENOIES: THE GENERAL CONTRACTOR AND ALL OF HIS FORCES SHALL COMPLY WITH ALL REGULATIONS BY ANY GOVERNING AGENCY WITH JURISDICTION OVER THE PROJECT OR PROJECT STIE.
- 15. PERMINAMPECTIONS: UNLESS OTHERWISE PROVIDED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL SECURE AND PAY FOR THE SURDING FERRIT AND OTHER PERMITS AND GOVERNMENTAL TIES, LICENSES AND INSPECTIONS INCESSARY FOR PROFER DECULION AND COMPLETION OF WORK. THE CONTRACTOR SHALL COMPLY WITH AND GIVE NOTICES REQUIRED BY LAWS, ORDINANCES, ISJUES, REGULATIONS, AND LAWFUL OCCIES OF THEIR CALIFORNIES PERMIT ON FRIET PRIMARCE OF THE WORK, UP CONTRACTOR SHALL DOTAIN A USE AND COCUPANCY PERMIT AS REQUIRED FROM THE COVERNIES COPES. SUBMIT ONE COPY OF THE PERMIT TO THE OWNER WITH FINAL APPLICATION
- 16. LIFE SAFETY TESTING: THE GENERAL CONTRACTOR SHALL PROVIDE THE OWNER AND THE LOCAL FIRE DEPARTMENT WRITTEN NOTICE 95 HOURS IN ADVANCE OF ANY LIFE SAFETY SYSTEM SHUT DOWN OR TESTING. THE GENERAL CONTRACTOR SHALL TELEPHONE THE FIRE DEPARTMENT IMMEDIATELY PRIOR TO SHICH TESTING OR SHUT DOWN TO INFORM THEM OF THE EXACT THE OF THE ANTICIPATED ALARM CONDITION. THE GENERAL CONTRACTOR SHALL WOILTY THE FIRE DEPARTMENT IMMEDIATELY UPON COMPLETION OF THE TEST OR SHUT DOWN TO RE-ESTABLISH EMERGENCY PERSONNES TO ALMKIN CONDITION.
- 17. DOORS: UNDERCUTTING OF DOORS SHALL BE DONE IN ACCORDANCE WITH NEPA ACI (CURRENT ISSUE) TABLE 1-1-1-4.
- 18. BLOCKING: PROVIDE METAL STUD BLOCKING IN PARTITIONS BEHIND ALL WALL HUNG OR WALL MOUNTED GRAB BARS, EQUIPMENT, MILLWORK, SHELVING, OR OTHER DEVICE.
- 9. TOXIC MATERIAL: IN THE EVENT THE CONTRACTOR ENCOUNTERS ON THE SITE MATERIAL REASONABLY BULLYED TO BE ASSESTED. POLYCHLORMATED BYPHEM (PCB) OR OTHER TOXIC MARIERAL, WHICH HAS NOT BEEN RENDERED HARMLESS. THE CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE APEA AFFECTED, SEAL OFF THE PERMITER, AND REPORT THE CONDITION TO THE OWNER AND ASCHITECT IN WRITING, NO NEW BUILDING MATERIAL SHALL COMMAIN ASSESTED. POLYCHICDMANTED BHYPIME (PCB) OR OTHER TOXIC MATERIAL AS DEPINED BY STATE AND PEDERAL REQUILATORY AGENCIES.
- 20. PARTITIONS: PARTITIONS EXTENDING TO THE STRUCTURE ABOVE SHALL BE TIGHTLY SEALED. THE INTEGRITY OF RATED ASSEMBLIES AND SMOKE BARRIERS SHALL BE MAINTAINED AT CORNERS AND INTERSECTIONS OF LOWER PRIORITY PARTITIONS. ALL HORIZONTAL AND VERTICAL FIRE AND/OR SMOKE BARRIERS, INCLUDING ALL FLOOR STRUCTURES, SHALL BE CONTINUOUS FROM OUTSIDE WALL TO OUTSIDE WALL, FROM ONE BARRIER TO ANOTHER, OR COMBINATION THEREOF. BARRIERS MUST BE CONTINUOUS THROUGH CONCEALED SPACES AND INTERSTITIAL SPACES. SEAL COMPLETELY ALL OPENINGS WITH ULLOR OTHER TESTING AGENCY APPROVED ASSEMBLIES WHERE FIRE BARRIERS ARE PENETRATED OR ABUT OTHER TIRE BARRIERS, EXTERIOR WALLS, AND FLOORS ABOVE AND BELOW BARRIER. ALL TIRE BARRIERS ARE TO BE CONSTRUCTED ACCORDING TO THE TESTING LABORATORY SPECIFICATIONS. ALL SMOKE BARRIERS SMALL BE A MINIMUM OF 1-POUR FIRE RESISTANT CONSTRUCTION. CORRIDOR PARTITIONS, SMOKE STOP PARTITIONS, HORIZONTAL EXIT PARTITIONS, EXIT ENCLOSURES, AND ALL FIRE RATED WALLS SMALL BE PERMANENTLY IDENTIFIED WITH STENGILING. SUCH IDENTIFICATION SHALL BE ABOVE ANY DECORATIVE CERING AND IN CONCEALED SPACES. STENCILING TO BE IN RED LETTERS, NO LESS THAN 4" TALL WITH A RED BAND EXTENDING THE LENGTH OF THE PARTITION. STENCHED IDENTIFICATION TO READ 'ON HOUR RATED FIRE AND/OR SMOKE BARRIER, PROTECT ALL OPENINGS". STENCILED IDENTIFICATION TO BE POSITIONED TO BE READILY VISIBLE FROM BOTH SIDES OF THE BARRIER AND SUCH THAT FROM ANY ACCESS POINT AT LEAST ONE IDENTIFICATION MARKER MAY BE READ.
- PENETRATIONS: PENETRATIONS OF PIPES, TUBES, CONDUIT, WIRES, CABLES, DUCTS, VENTS, CABINETS, LIGHTING, AND OTHER FIXTURES TIRROUGH FIRE RATED ASSEMBLIES SHALL BE INSTALLED AND PROTECTED TO MAINTAIN FIRE RATING.

- PROTECTION OF FLOOK SURFACES: CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FOR ALL FINISHED FLOOR SUBFACES, DISTING OR NEW INCLUDING BUT NOT HIMITED TO, CERANIC THE, VINN. THE, CONCRETE, ETC., THROUGHOUT THE CONSTRUCTION PERSON.
- 23. COMMUNICATION FOURTHERS. THE GENERAL CONTRACTOR SHALL COORDINATE THE WORK ITE IS RESPONSIBLE FOR WITH THE OWNERS COMMUNICATION SERVICE PROVIDERS. COORDINATE THE LOCATION OF ALL SYSTEM CONTROLS WITH THE ELECTRICAL SYSTEM INSTALLER. THE TEMANT AND THE OWNER PROVIDE TO INSTALLATION, OWNERS COMMUNICATION PROVIDER TO ASSURE THAT JUSTAPOSING OF ELECTRICAL AND DATA LINES WILL NOT RESULT IN INTERFERENCE, STATIC, OR IN ANY OTHER WAY DISRUPT THE MORAL FUNCTION OF THE DATACOMMUNICATION SYSTEMS.
- Substrate Preparations: All Subsurfaces Shall be Properly Prepared Before application of Inishes. Contraction Shall Assume Preparability for Substrate Conditions where finishes are applied.
- 25. DIMENSION STANDARDS: DIMENSIONS ARE NOT ADJUSTABLE UNITS NOTED WITH A 47. SYMBOL. ONLY NORMAL INDUSTRY STANDARD TOLERANCES ARE ACCEPTABLE DEVIATIONS FROM DIMENSIONS INDUCATED. DO NOT SCALE DIXAMNOS. ALL DIMENSIONS NOTED AS "CLEAR" SHALL MAINTAIN THE FULL SPACE INDICATED WITHOUT ENCONCINENTS. ALL VERTICAL HEIGHTS INDICATED ARE FROM THE FINISH FLOOR ELEVATION AT IT!E BASE OF THE ITEM MIDICATED, UNITSS NOTED OTHERWISE. WHERE WALLS, JAMBS, OR OTHER ITEMS ARE NOTED TO "ALIGN," THE FACE OF ITEMS ARE DIACRED SHALL DE IN LINE WITH EACH OTHER TO FORM A STRAIGHT LINE, FREE OF OFFSETS OR DEVIATIONS. FIELD VERIFY ALL DIMENSIONS. UNITSS NOTED OTHERWISE, CHARGISTONS ARE ACTUAL, NOT NOMINAL, AS FOLLOWS:
 - A. COLUMNS FROM CENTER LINE TO CENTERLINE
 - B. INTERIOR PARTITIONS PROM STUD FACE TO STUD FACE
 - C. CONCRETE MASONRY FROM FINISH FACE TO FINISH FACE
 - D. EXTERIOR WALLS FROM EXTERIOR FACE TO INTERIOR FINISH FACE OF

INCLUDING BUT NOT LIMITED TO, CERAMIC THE, VINTL THE, CONGRETE, ETC., THROUGHOUT THE CONSTRUCTION PERIOD.

23. COMMUNICATION EQUIPMENT: THE GENERAL CONTRACTOR SHALL

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RENOVATION NOTES

- PROTECTION OF DISTING TO REMAIN THE CONTRACTOR SHALL PROMDE PRINTECTION OF DIDING TO REMAIN THE COMMISSION OF STANDARD PROTECTIVE CONTRING FOR ALL EQUIPMENT, FURNISHINGS, AND FINDSHESS TO DISTRIBUTE OR NEW CONSTRUCTION OR NEW CONSTRUCTION OF NEW CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PEPAR OF ANY DAMAGE CALIFED BY HIS WORK OR ANY SUBCONTRACTOR
- SCHEDULING, THE CONTRACTOR SHALL MEET WITH THE OWNERS AUTHORIZED REPRESENTATIVE WELL IN ADVANCE OF CONSTRUCTION COMMENCEMENT TO
- A SCHEDULE SEQUENCE AND COOPDINATE ALL MORN
- GLEARANCES, THE CONTRACTOR SHALL VERITY THAT NEW CEILINGS CAN BE CLEARANCES. THE COMMINION SHAPES TO CLEAR DUCTWORK AND OTHER CONSTRUCTED ITEMS AND MAINTAIN FLOOR TO CEILING RIGHTS INDICATED ON URAWINGS. IF DISCREPANCES OCCUR DUE TO EXISTING CONDITIONS, CONSULT WITH THE APOSITE SEFORE PROCEEDING
- MATERIAL: ALIGNORNE THE FORISH PACE OF MATERIAL OF NEW PARTITIONS SHALL ALIGN ON BOTH 5005 OF THE PARTITION WITH THE FACE OF THE MATERIALS ON DISTING COLUMNS, WALLS, OR PARTITIONS, URLESS NOTED OTHER MASS
- AS PUBLIC VERDICATION. THE CONTRACTOR SHALL VERBY DIVERGIONS OF AS BULLI CONDITIONS, AND NOTIFY THE ARCHITECT IN WRITING OF AN DECUTERANCES. ALL INFORMATION SHOWN ON THE CONSTRUCTION DOCUMENTS IS BASED ON FIELD OBSERVATIONS AND/OR THE ORIGINAL CONSTRUCTION DOCUMENTS OF THE FACTORY.
- REMOVAL SURVEY. THE CONTRACTOR SHALL SURVEY AND DETERMINE THE REMOVAL OF DUSTING CONSTRUCTION, E THER WHOLE OR IN PART, AS RECLARED FOR THE NOTALIATION OF THE NEW MORK, MEDIANICAL, PLUMBING AND FLECTRICAL WORK
- CONSTRUCTION DEFECTS: THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN AUTING OF ANY CONSTRUCTION DEFECTS FOUND IN UNCOVERING WORK IN THE POSTING CONSTRUCTION
- CORRECTING DETECTIVE WORK THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING DETECTIVE WORK IN EXISTING CONSTRUCTION WITHIN THE LIMITS OF THE CONSTRUCTION AREA. THIS INCLUDES, BUT IS NOT UNIVERTICALLY ON UNIVERSITY. PRIACES AND PINISHES AT PLASTER OR GYTSUM BOARD. THE CONTRACTOR SHALL PATCH AND RETAIR SURFACES TO MATCH NEW ADJACENT SURFACES.
- PURDED ALL PURDIG ABOVE GRADE AND INCIDE THE BUILDING FEGLITED BY THE CONSTRUCTION DOCUMENTS SHALL BE INSTALLED IN AREAS WERE IT WILL BE CONCEAUD. THE CONTRACTOR SHALL CONSULT WITH THE ARCHITECT AND COORDINATE WITH OTHER TRADES TO PROVIDE FURRING FOR PITING INSTALLED N FINISH ARPAS
- 10. FIXTURE REMOVAL CONFRACTOR SHALL COORDINATE WITH VECHANICAL LUVENG AND ELECTRICAL TRADES TO DETERMINE WHAT ENTITIES SHOULD BE REMOVED OR RELOCATED
- COORDINATION: COORDINATE PLANS FOR NEW CONSTRUCTION WI DEMOUTION PLANS FOR EXTENT OF REMOVAL. REMOVE ONLY THOSE PORTIONS OF WALLS.
 FLOORS, CFLINGS, ETC. NECESSARY TO ACCOMMODATE NEW CONSTRUCTION.

GENERAL NOTES

- ALL DIMENSION SHOWN ARE FROM FACE TO FACE OF MASONRY OR STUD WALLS. EXTERIOR DIMENSIONS ARE FROM OUTSIDE FACE OF STUDS. THE APPRIPRIATE CONTRACTORES) SHALL CHECK AND FIELD VERIFY ALL DIMENSION AND ANDY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT. DO NOT SCALE DRAWINGS!
- MECHANICAL DUCTS PASSING THROUGH WALLS CARRYING A FIRE RATING LAMEL SHALL BE EQUIPTED WITH THE APPROPRIATE RATED FIRE DAMPER AT THE POINT OF INTERSECTION WITH THE WALL
- STRIKE SIDE OF ALL DOOR JAMBS SHALL BE INSTALLED A MINIMUM OF 1'-6" FROM FRAME TO ANY WALL PERPENDICULAR TO THE DOOR FRAME WHERE ANDICAPPED ACCESS IS REQUIRED.
- ALL SITE UTILITIES LOCATIONS, AND GRADING SHALL BE CHECKED OR FIELD VERIFIED BY THE APPROPRIATE CONTRACTOR.
- ALL FIRE WALLS ARE TO BE MARKED (PAINTED RED WITH THE RATING OF THE WALL) ABOVE THE CEILING WITH & HIGH STENGLED LETTERS @ 20-0" O.C.

(CXAMPLE) I HOUR FIRE RATED WALL PROTECT ALL OFTNINGS

- INSTALL SUPPLEMENTARY FRAMING, BLOCKING, AND BRACING AT TERMINATIONS IN THE WORK AND FOR SUPPORT OF FIXTURES, EQUIPMENT SERVICES, HEAVY TRIM, EXTERIOR SIDING, GRAB BARS, TOLET ACCESSORIES, FURNISHINGS, ETC. AS NECESSARY OR AS DETAILS OR INDICATED AND WITH RECOMMENDATIONS OF THE GYPSUM BOARD MANUFACTURER. OR IF NOW AVAILABLE, WITH "GYPSU'N CONSTRUCTION PANDSOOK! PUBLISHED BY UNITED
- 8. ALL PINISHES SHALL BE SELECTED BY TENANT.
- SET ENLARGED PLANS FOR DIMENSION AND WALL TYPES NOT SHOWN ON 171G. SCALE FLOOR PLANS

GENERAL CONDITIONS

- 1IZED CONDITIONS: CONTRACTOR SHALL VERIFY ALL CONDITIONS AS WELL AS ALL DIMENSIONS AND CONDITIONS INDICATED IN THE DRAWINGS, PRIOR TO ACTUAL CONSTRUCTION. ANY VARIATION FROM CONDITIONS INDICATED IN THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND OWNERS REPRESENTATIVE PRIOR TO BID SUBMITTAL.
- COORDINATION OF WORK THE CHARACTER AND SCOPE OF THE WORK ARE ILLUSTRATED BY THE WORKING DRAWINGS. CONTRACTOR SHALL CAREFULLY EXAMINE ALL THE DRAWINGS AND BE RESPONSIBLE FOR THE PROPER INSTALLATION OF HIS WORK AND PROPER CONSIDERATION FOR THE WORK OF OTHERS AND EXISTING SHOPPING CENTER CONSTRUCTION DO NOT PLACE DUCTS, PIPING, CONDUIT OR ANY OBSTRUCTION SO AS TO IMPAIR REQUIRED CRUING HEIGHTS AND CLEARANCE FOR LIGHT PHYTHZES, ETC. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING ADJACENT TENANTIS) AND MOPPING CENTER FACILITIES.
- BUILDING CODES AND REGULATIONS: ALL WORK SHALL CONFORM TO ALL COOPS AND REGULATIONS. CONTRACTOR HALL FILE, PAY FOR AND OSTAIN ALL REQUIRED PERMITS TO PERFORM THE WORK CONTRACTOR SHALL OBTAIN ALL REQUIRED APPROVALS FROM GOVERNMENTAL ACENCES INVOLVED PRIOR TO FINAL PAYMENT. APPROVALS TO OCCUPY THE SPACE BY LOCAL BUILDING OFFICIALS SMALL BE OSTAINED
- INCURANCE
- CONTRACTOR SHALL SECURE, PAY FOR, AND MAINTAIN DURING CONSTRUCTION AND FUTURING WORK WITHIN LEASED PREMISES, ALL OF THE INSURANCE POLICIES REQUIRED AND IN THE AMOUNTS AS SET FOR HEREIN, CONTRACTOR SHALL NOT CONNENCE ANY WORK LINTE, ALL REQUIRED INSURANCE HAS BEEN OBTAINED AND CERTIFICATES OF SUCH INSURANCE HAVE BEEN DELIVERED TO THE LANDIDED AND TENANT. IANDLORD MUST BE NAMED AS 'ADDITIONAL INSURED'. CERTIFICATES OF INSURANCE SHALL COVER ALL WORK PERFORMED BY HIM AND EACH OF HIS SUBCONTRACTORS AND ALL MAJOR SUPPLIERS
- 2 GENERAL CONTRACTORS AND SUBCONTRACTORS REQUIRED VINIMUM COVERAGE AND LIVITS OF LIABILITY.
 - 2.1. WORKMEN'S COMPENSATION INSURANCE IN ACCORDANCE WITH THE GOVERNING LAWS WITH A LIMIT OF NOT LESS THAN \$500,000. AND ANY INSURANCE REQUIRED BY ANY EMPLOYEE BENEFITS ACT, ETC. AS WILL PROTECT THE CONTRACTOR AND SUBCONTRACTORS FROM ANY AND ALL LIABILITY.
 - CONTRACTOR SHALL PAY FOR AND FURNISH TO TENANT AND LANDLORD, CERTIFICATES OF INSURANCE WHICH WILL PROTECT SAID CONTRACTOR FROM CLAIMS (1) UNDER WORLMANS COMPENSATION ACTS AND OTHER EMPLOYEE BENEFITS ACTS. MTH LIVITS OF NOT LESS THAN \$2,000,000; (4) FOR DAMAGES TO BODILY INJURY, INCLUDING DEATH) TO HIS EMPLOYEES AND ALL OTHERS, WITH THE LIMITS OF \$2,000,000 PER PERSON AND \$2,000,000 PER OCCURRENCE AND (-) FOR PROPERTY WITH UNITS OF \$1,000,000. WHICH ARISE DUT OF OR RESULT PROM THE CONTRACTORS WORK UNDER THIS CONTRACT WHITHER SUCH WORK INCLUDING OPERATION OR MOTOR VEHICLES) BE BY HIMSELF OR OTHERS DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER; AND BUILDERS RISK INSURANCE IN THE FULL AMOUNT OF THE CONTRACT SUM.
- INDEMNIFICATION TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNITY AND HOLD HARRIESS THE LANDLORD.
 TENANT, AND THE ARCHITECT AND THEIR ASSENTS AND ENVILONCES. FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BY NOT LIMITED TO THE ATTORNEYS FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORL, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, 1055 OR EXPENSE (I) IS ATTRIBUTABLE TO BOOLY INJURY. SICKNESS, DISEASE, OR DEATH, OR TO INJURY OR TO DESTRUCTION OF TANGELE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM AND (ii) IS CAUSED IN WHOLE OR IN PART BY A NEGLIGENT ACT OR OWISSION OF THE CONTRACTOR, ANY SUSCONTRACTORS, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM MY BE LIABLE, REGARDLESS OF WHETHER OR NOT IT IS CAUSED IN PART BY A PARTY INDEMNIFIED
- LIEN WAIVERS AND SWORN AFFIDAVITS: CONTRACTOR SHALL FURNISH WITHIN 30 DAYS AFTER COMPLETION, FINAL NOTABLED WAIVERS OF LIEN FOR ALL WORK PERFORMED AS WELL AS ALL SUBCONTRACTORS AND MAJOR
- CERTIFICATE OF OCCUPANCY. CONTRACTOR WILL PROVIDE TENANT AND LANDLORD WITH A COPY OF THE CERTIFICATE OF OCCUPANCY
- QUALITY STANDARDS: ALL SUCH WORK SHALL BE PERFORMED IN A FIRST CLASS WORKMANLIKE MANNER AND SHALL BE IN GOOD AND USEABLE CONDITION AT THE DATE OF COMPLETION THEREOF, CONTRACTOR SHALL GUARANTEE ALL WORK PERFORMED TO BE TREE FROM ANY AND ALL DEFECTS WORKMANSHIP AND MATERIALS FOR ONE (1) YEAR FROM THE DATE CONSTRUCTION PUNCH LIST ITEMS HAVE BEEN COMPLETED AND ACCEPTANCE ias been confirmed in writing by the tenant representative CONTRACTOR SHALL BY RESPONSIBLE FOR THE REPLACEMENT OR REPAIR WITHOUT ANY ADDITIONAL CHARGE FOR ANY AND ALL WORK DONE OR FURNISHED WHICH SHALL BECCHAE DEFECTIVE WITHIN THE CARE (1) YEAR PERIOD. THE CORRECTION OF SUCH WORK SHALL INCLUDED, WITHOUT ADDITIONAL CHARGE, ALL EXPENSES AND DAMAGES IN CONNECTION WITH SUCH REMOVAL, REPLACEMENT, OR REPAIR OF ANY PART OF THE WORK WHICH WAY BE DAMAGED OR DISTURBED THEREBY. ALL WARRANTIES OR

GLAPANTEES AS TO MATERIALS OR WORKMANSHIP ON OR WITH RESPECT TO TENANTS WORK SHALL BE CONTAINED IN THE CONTRACT OR SUBCONTRACT WHICH SHALL BY SO WRITTEN THAT SUCH GUARANTEES OR WARRANTEES SHALL INSURE TO THE BENEFIT OF BOTH LANDLORD AND TENANT, AS THEIR

- RUBBER WHELL CARTS. CONTRACTORS CARTS, EQUIPMENT BOXES, ETC. MUST BE EQUIPMED WITH RUBBER WHILES.
- FIRE EXTINGUISHERS: CONTRACTOR TO VERIFY REQUIRED NUMBER AND LOCATION OF ANY ADDITIONAL EXTINGUIDHERS REQUIRED BY FIR DEPARTMENT AND FURNISHED AND INSTALL SAME INSTALL AFTER FIXTURING
- RESPONSIBILITY FOR MATERIALS ON SITE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WATERIALS SHIPTED TO THE JOB SITE INCLUDING WATERIALS FURNISHED BY OTHERS. COST OF ALL WISSING MATERIALS WILL BE DEDUCTED FROM THE CONTRACT PRICE AND FINAL PAYMENT, CONTRACTOR TO CHECK ALL INVOICES AT TIME SHIPMENT IS RECEIVED AND NOTIFY TENANT. REPRESENTATIVE OF ANY DISCREPANCIES
- RUBBISH REMOVAL: CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY PEMOVAL FROM THE PROJECT, ALL TRACH, PUBBLISH AND SURPLUS WATERIALS RESULTING FROM CONSTRUCTION, POTURING AND MERCHANDISING OF THE DEMISED PREMISES. COORDINATE REMOVAL OF DEFINIS WITH SHOPPING CENTER MANAGENENIAM DLORD
- TEMPORARY UTILITIES: CONTRACTOR SHALL ARRANGE FOR TEMPORARY UTILITIES AS REQUIRED AND SHALL PAY FOR THE UTILITY CHARGE

RESPECTIVE INTEREST AFFEAR AND CAN BE DIRECTLY ENFORCED BY EITHER.

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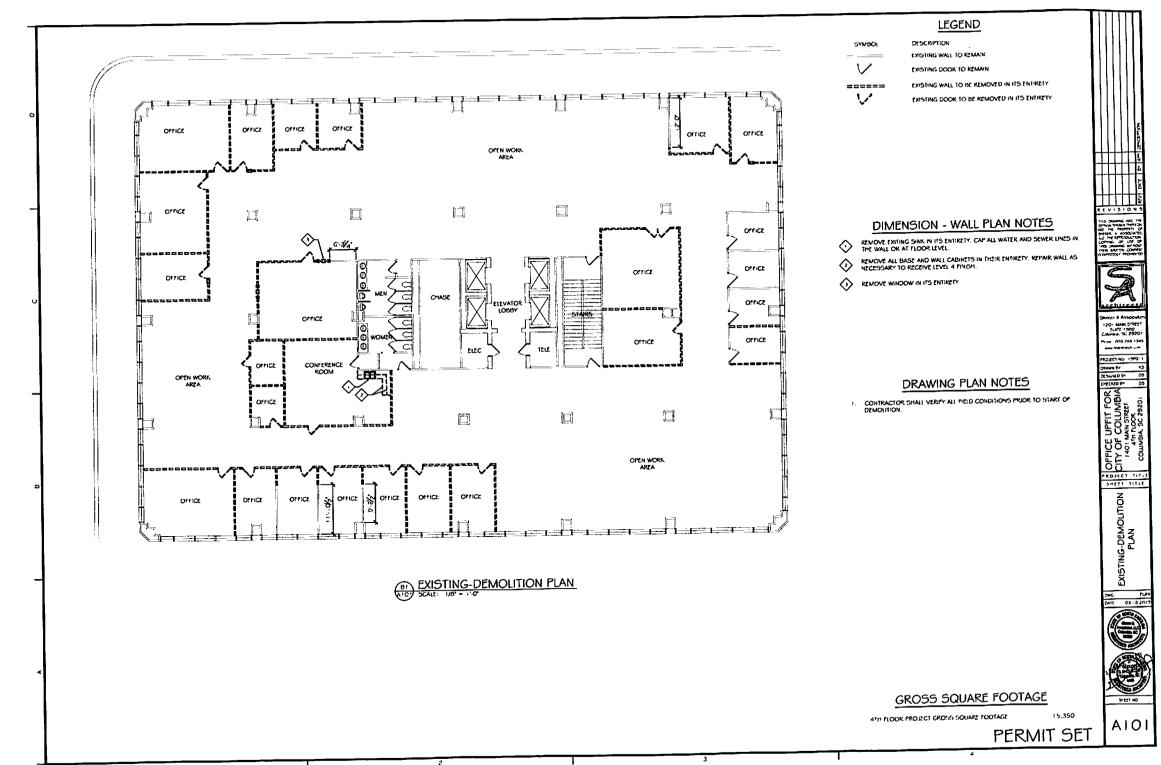
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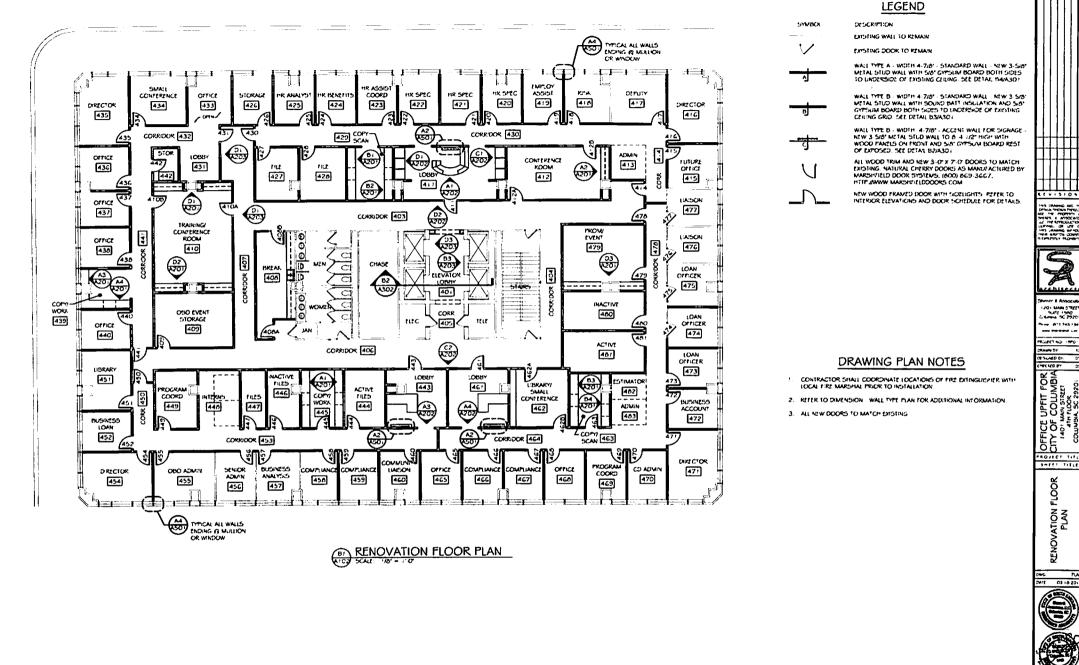
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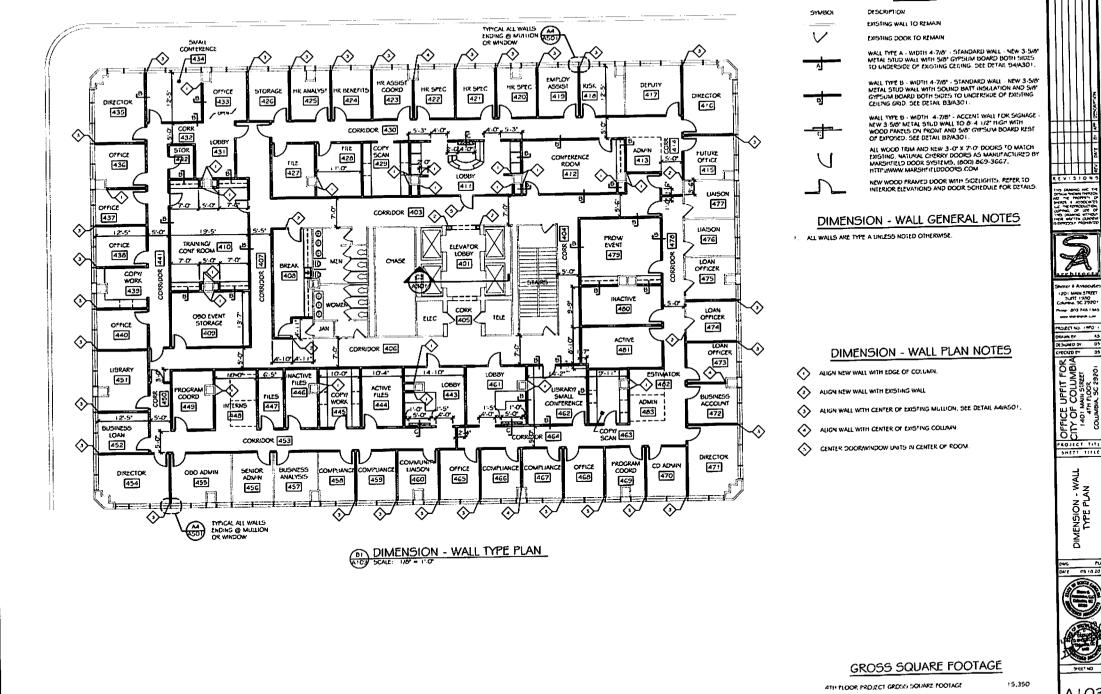
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4TH FLOOR PROJECT GROSS SQUARE FOOTAGE

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LEGEND

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1 CONTRACTOR SHALL COCADINATE FINAL FINISHES WITH TENANT AND OWNER PR OR 10 ORDERING

FINISH FLOOR LEGEND

- COMPRACTOR SHALL COORDINATE WITH CARPET SUPPLIERINSTALLER LOCATION OF START AND STOP OF CPT-1 SQUARES
- 3. ALL NEW DOORS TO MATCH DISTING

GROSS SQUARE FOOTAGE

4TH FLOOR PROJECT GROSS SQUARE FOOTAGE

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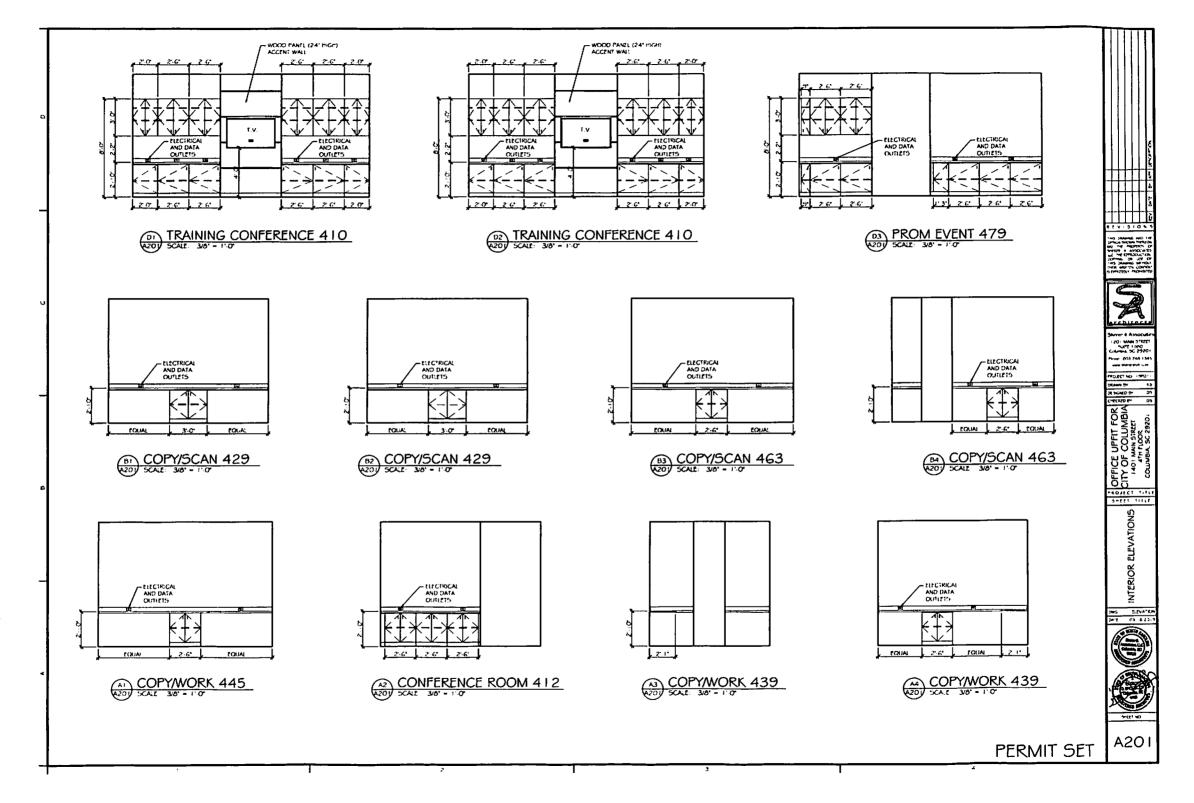
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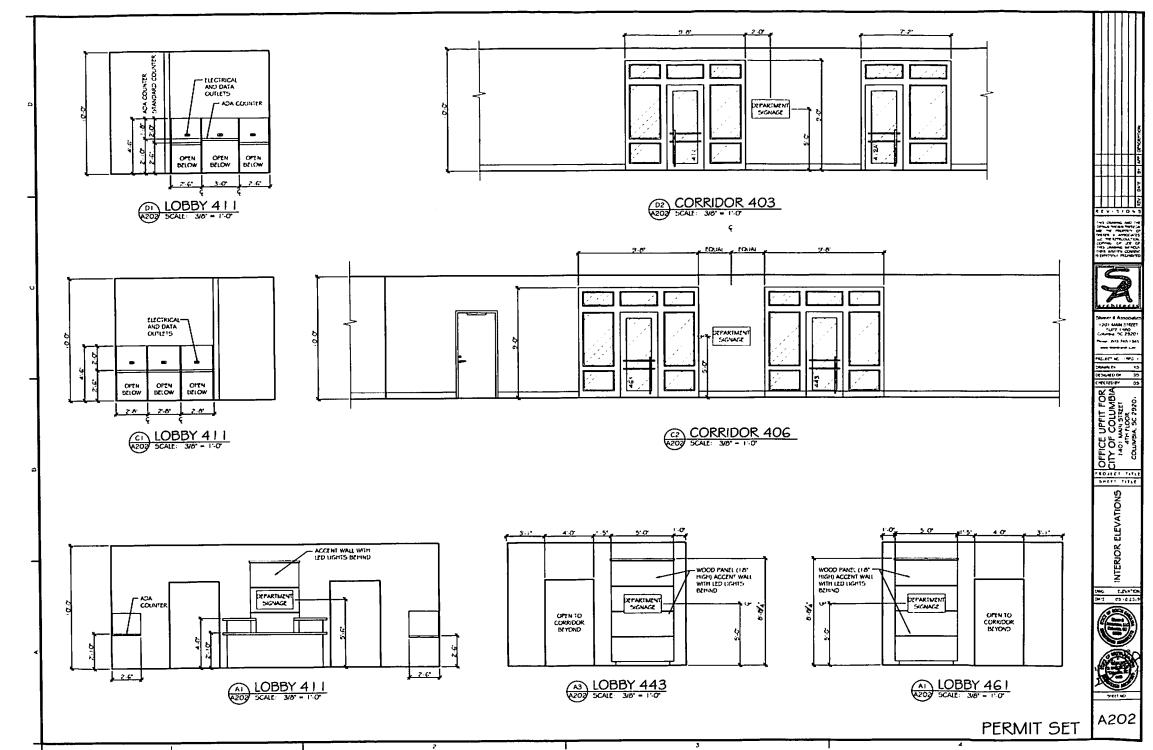
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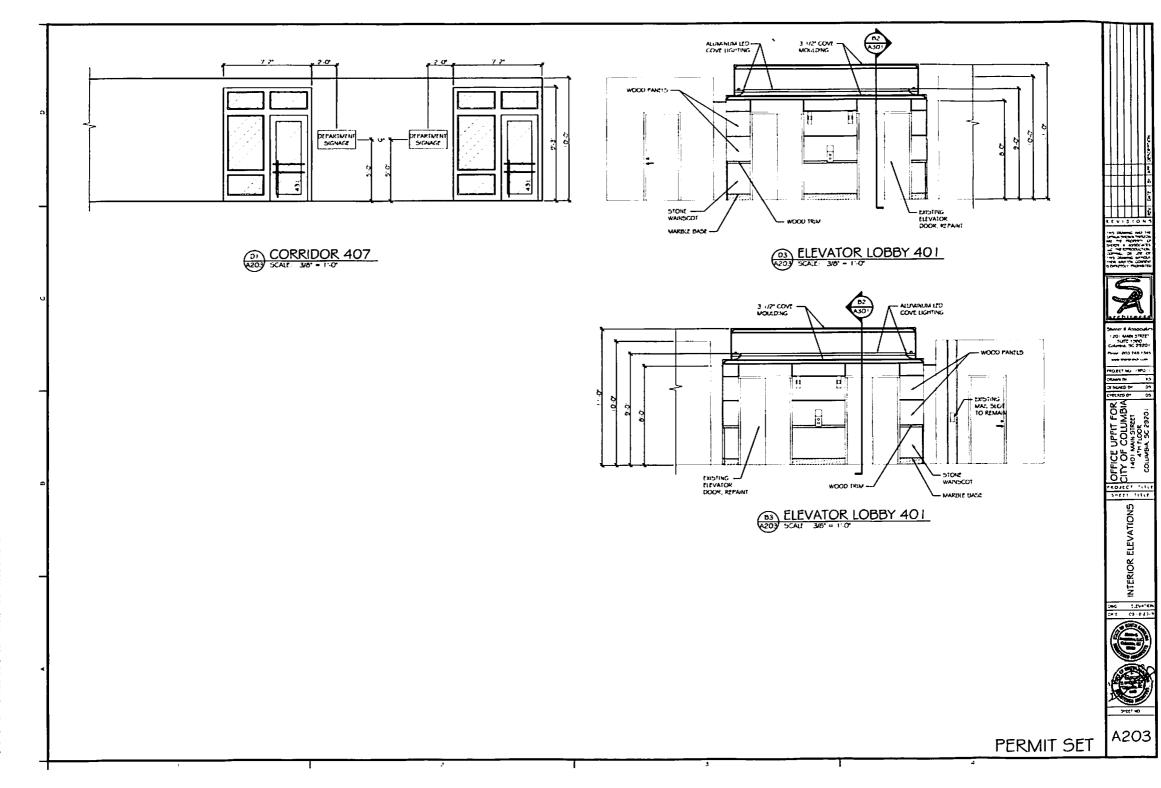


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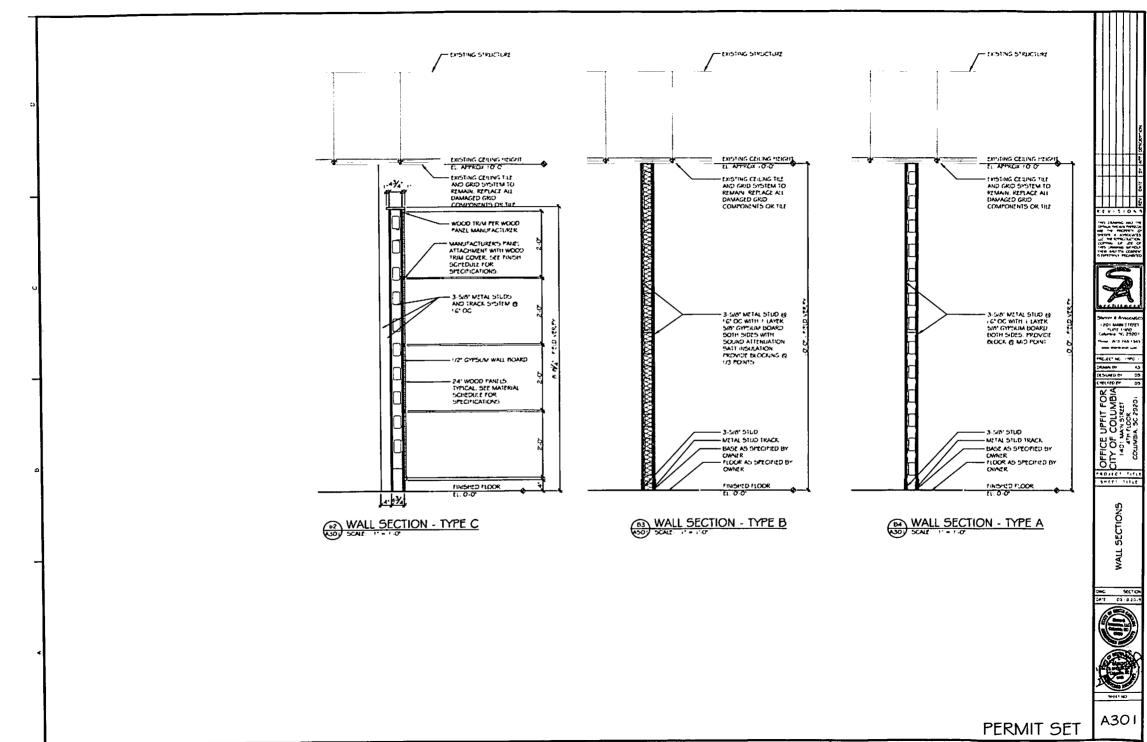


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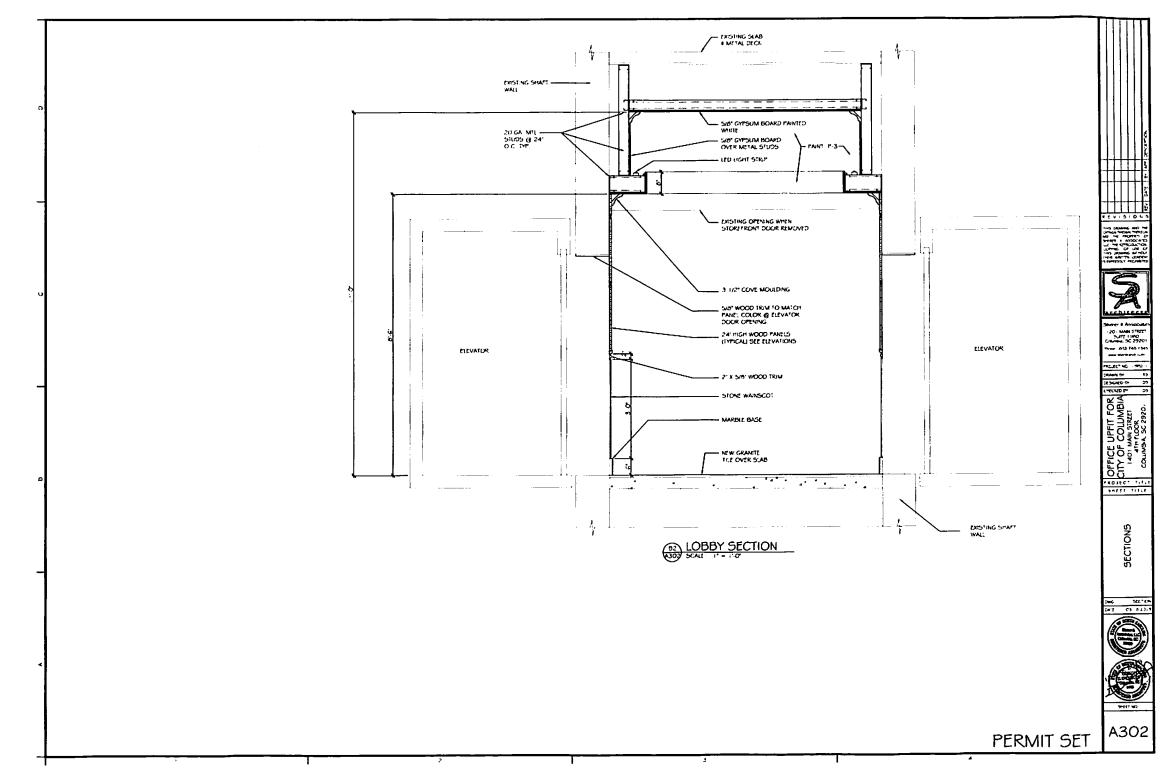
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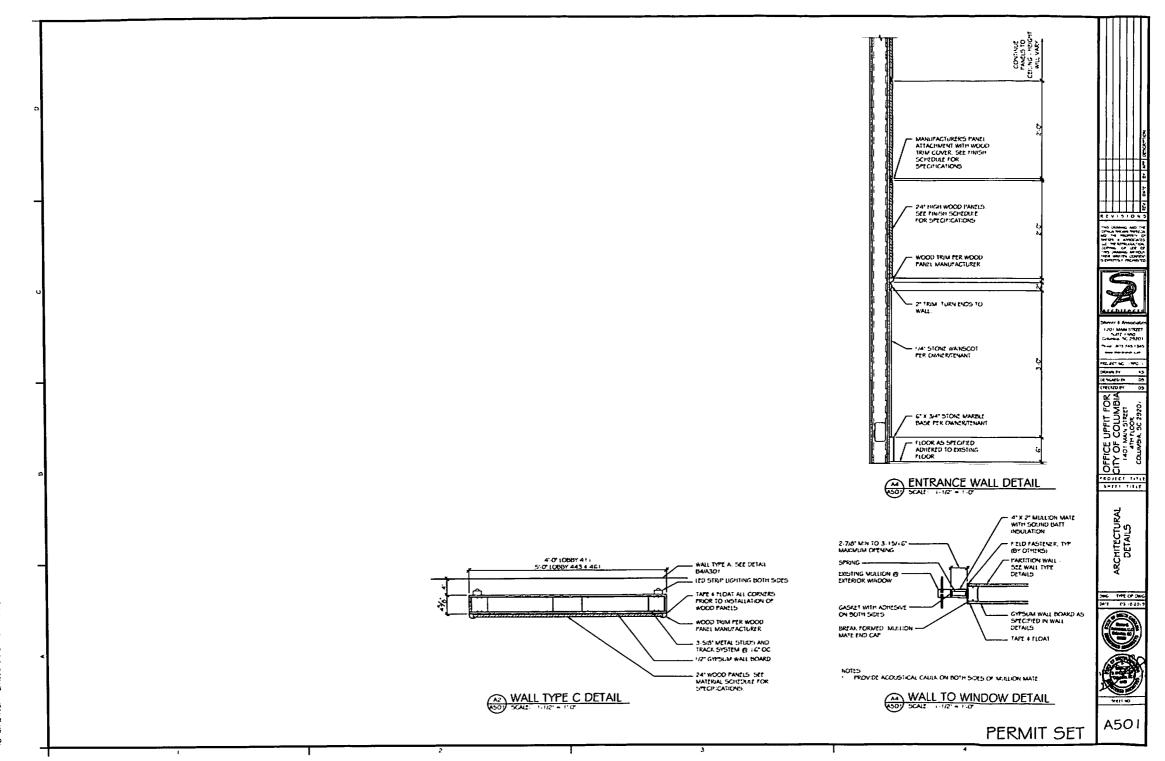
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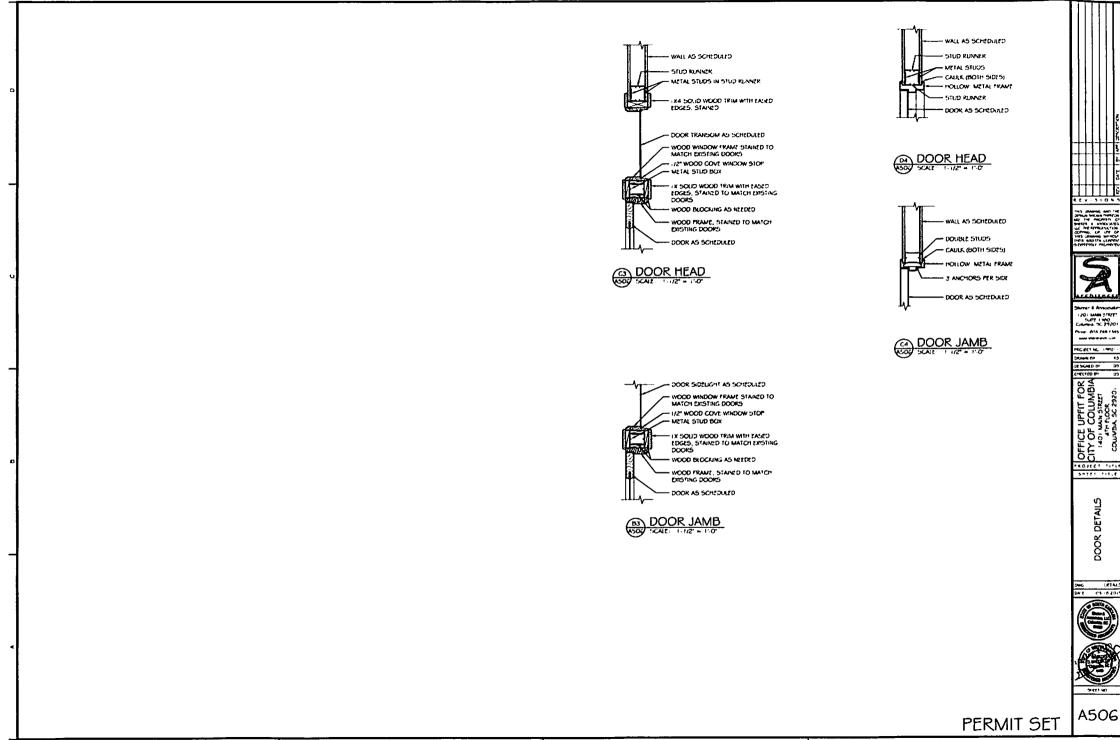
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408A	A	3.0	7.0	1-3/4"	5CW	P)	D4/A506	C4/A506				408
406B	A	3.0	7.0	3/4"	5CW	()	D4/A506	CA/A506				408
409 110A	_ <u>A</u>	3.0	7.0	1-3/4*	5CW	73	D4/A506 C3/A506	CAVASOG B3VASOG				410
110B	A	3.0	7.0	3/4	5CW	-73	D4/ASO6	63/A506 C4/A506		**		410
411	8	3.0.	7.0	. 3/4"	5CW	74	C3/A506	D3/A506				41
4174	В	3. 0.	7.0	1.3/4*	5CW	12	C3/A506	B3/A506				412
4128	A	3'-0"	7.0	1.3/4*	5CW 5CW		D4/A506 D4/A506	C4/A506 C4/A506			• • • • • • • • • • • • • • • • • • • •	4:2
415		3.0	70	1.3/4	5CW	 	D4/A506	C4/A506				413
416	- Â	3'-0'	70	1.3/4"	9CW	71	D4/A506	C4/A506				410
417	. A.	3-0	7-0	1-3/4"	5CW	r.	D4/A506	CA/A506				41
418	Ā	3.0	7.0	1.3/4	5C₩	- :	D4/A506 D4/A506	CAVASOG CAVASOG				416
420	A	3.0	70	1 3/4	5CW	71	D4/A506	CAVASOS		**		420
421	<u> </u>	3'0'	7.0	1.3/4"	5CW	P.	D4/A506	CA/A5OS				42
422	A	3'-0"	707	1.3/4"	5CW	11	D4/A506	CA/A506			· · · · · · · · · · · · · · · · · · ·	42
423	A	3'.0"	7.0	1-3/4*	5CW	P i	D4/A50G D4/A50G	CAVASOG CAVASOG			· · · · · · · · · · · · · · · · · · ·	42.
424 425	A	3'-0"	7.0	1.3/4	SCW SCW	F1	D4/ASOG	C4/A506			<u> </u>	42
426	A	3'-0"	10	1-3/4	5CW	PT	D4/A506	C4/A506			· · · · · · · · · · · · · · · · · · ·	420
427	A	3'-0"	7.0	1-3/4*	5CW	P1	D4/A50G	C4/A506		1		42
428	_ A	3.0	7.0	1-3/4*	9CW	P1	D4/A506	CA/A5OG				420
430	B	3.07	7-0	1-3/4*	5CW	P1 P3	D4/A506 C3/A506	C4/A506 B3/A506				434
434	A	3:0	7.0	1.3/4	5CW	- 67	DA/ASOG	C4/A506				434
435	Â	3.0	70	1-3/4"	SCN	Pi_	D4/A50G	CA/A5OG	**		:	43
436	Α	3.0	7.0	1-3/4"	5CW	F1	D4/A506	CA/A506				430
437	A	3' 0"	7.0	1-3/4*	5CW	71	D4/A506	C4/A506				43
438 440	A	3'0"	7.0	1.3/4*	5CW	71	D4/A50G D4/A50G	C4/A506 C4/A506				430
441	<u> </u>	3.0	7.0	1.3/4	5CW	71	D4/A506	C4/A506		:		44
442	Â	3.0	7.0	1-3/4	SCW	T1	D4/A506	C4/A506				44
443	- 6	3.0	7.0	1.3/4"	5CW	74	C3/A506	B3/A506				44.
444		3.0	7.0	1.3/4	5CW	P 4	D4/A506 D4/A506	C4/A506 C4/A506				44
446	A	3.07	7.0	1.3/4*	5CW	71	D4/A506	CAVASOS				44
447	^	3:0	70	1 3/4	5CV	**	D4/A506	C4/A506				44
449	A	3:0	7-07	1.3/4*	5CW	r ·	D4/A506	CAVASOE				445
450	Α_	3.0	7.0	3/4*	5CW	- 11	D4/A506	C4/ASOS				450
451 452	A	3.0	7.0	1-3/4"	5CW	F)	D4/A506 D4/A506	C4/A506 C4/A506				45
454	- A	3.0	7.0	1.3/4	SCW		D4/A50G	C4/A506	.,			45
455	A	3.0	7.0	1-3/4"	5CW	PI	D4/A506	CA/A506				459
456	4	3.0	7.0	1-3/4	SCW	-	D4/A506	C4/A506				450
457	4	3.0	7.0	1-3/4*	SCW		D4/A50G D4/A50G	C4/A506 C4/A506				45
458 459	- A	3.0	7.0	1.3/4	5CW		D4/A506	C4/A506				454
460	- -	3.0	7.0	1.3/4	5CW	Fi	D4/ASOG	C4/A506				460
461	5	3.0	7.0	1-3/4"	5CW	74	C3/A5C6	B3/A506			,	46
462A	A	3.0	7:0	1-3/4"	5CW	7	D4/A506	CAIASOG				462
462B 463	A	3'-0"	7.0	1-3/4*	9CW	Ti	D4/A506 D4/A506	C4/A506 C4/A506	··		<u> </u>	462
465	A	30	7.0	1.3/4	5CW	71	D4/A506	C4/A506				46
466	Â	3.0	7.0	1.3/4"	5CW	Fi	D4/A506	C4/A506			<u> </u>	460
467	A	3.0	7.0	1-3/4"	5CW	FI	D4/A506	C4/A506				46
468	٨	3.0	70	1-3/4*	5CW	PI	D4/A506	C4/A506	:			460
469	<u>^</u>	3.0	7.0	1-3/4*	5CV 5CW	<u>, , , , , , , , , , , , , , , , , , , </u>	D4/A506 D4/A506	CAIASOG CAIASOG		- :-		46
471	- -	3.0	70	1.3/4	SCV	* 1	D4/4506	C4/A506				47
472	Â	5-0	70	1-3/4"	5CW	f1	D4/A506	C4/ASO6				47.
473	<u> </u>	3'-0"	7.0	1-3/4"	9CW		D4/A506	CAVASOG				47
474	_ <u>^</u>	£X.	t.x	EX	EX.	11	D4/A506	CA/ASOG	.,			47-
475 476	A	EX.	tx tx	EX EX	EX.	F1	D4/A5OG D4/A5OG	C4/A506 C4/A506	··			47
477	^	- EX	÷×.	- 22	ex.	 	D4/A506	C4/A506			··	47
478	Â	3.0	70	1-3/4"	5CW	Pi	D4/A50G	C4/A506		<u> </u>		47
479	A	3'-0"	7.0	1-3/4"	5CW	11	D4/A5OG	CA/A506				47
460	A	3.0	7.0	3/4	5CW	P1	D4/A5OG	C4/4506				460
481		3.0	7.0	i-3/4*	5 C W	r.	D4/A506	C4/A506	L			48

- HARDWARE AND THRESHOLDS SHALL MEET A D.A. REGUREMENTS
- COORDINATE RETHING REQUIREMENTS WITH OWNER/ITEMANT.
- EGRESS DOORS TO REMAIN UNLOCKED AT ALL TIMES.
- ALL HARDWARE TO BE AS SHECHED BY OWNER/ITEMANT AND PART OF CONTRACT.
- COMPRICTOR SHALL PRED VERBY ALL DIREMSHONS PRICK TO MANUFACTURING AND/OK FABRICATION OF DOOR UNITS.
- ALL INTERIOR DOORS SHALL MATCH EXISTING DOOR TO REMAIN NATURAL CHERRY MARSHFELD DOOR SHIPTEMS, BOOR AGS SECT. HETEWAWM MARSHFELDOORS COM.
- ALL INTERIOR DOORS TO RECEIVE GRAYNE SHALL BE TEMPTERED GASS.
- ALL DOOPS ARE NOW FIRE RATED UNLESS NOTED IN COMPARITS.
- ALL DOOPS ARE NOW FIRE RATED UNLESS NOTED IN COMPARITS.

TEMPTRED G.A59
WOOD DOOR
SOLID CORE WOOD DOOR
HOLLOW METAL TO MATCH EXISTING

A601

1201 MAN STREET
5.815 1980
GOARDS 1C 29201
Powr 631 746 1341

P OFFICE UPFIT FOR STANDARD ST

POOR SCHEDULE, FRAMES ELEVATIONS & DOOR ELEVATIONS

PERMIT SET

FINISH MATERIAL SCHEDULE										
FINESH CODE	MATERIAL	MANUFACTURER	STYLEFATTERN	COLOR	54Z	LOCATION	REMARKS	CONTACT NAMERYYONE/TMAIL		
P. (PANT	SHERWIN WILLIAMS	rgg9Hti1	NATURAL CHOICE - SW701+			STANDARD OFFICE PARTITIONS			
P-2	PAINT	SHERWIH WILLIAMS	GLO95	ANTW GRAY 5W7030			STANDARD OFFICE DOORS 4 FRAMES			
F-3	PAINT	SPERMIN WILLIAMS	teesetti	to be stateted			LOBBY & CORRIDOR PLENIC AREAS			
F-4	PANT	SHERMH WILLIAMS	6.055	TO BE SELECTED			LOBBY 4 CORRIDOR - PUBLIC AREA - DOORS 4 FRANCES			
WF-1	WOOD PAKELS	ARMSTRONG	WOODWORKS	tvos	24° WDE		ELEVATOR LOSSY, MAIN ENTRANCES, SIGNAGE ACCENT WALLS (WALL TYPE C)			
CPT-1	CARPET	MOHAWK	BENDING EARTH II COLLECTION	to be selected	24' x 24'		BT3 I 4 LATERAL SURFACE TILE - TYPICAL OFFICE			
CPT 2	CARPET	MOHAWK	PARKWAY II, BRICK ASHLAR INSTALLATION	COLOR 546			PUBLIC ACCENT CORRIDORS			
CP1-3	CARPET	MOHAWA								
LV1-i	LLINURY VIXM, FLOORING	ARMUTRONG	TRAVERTINE	MISTY DAY	12" X 24"	BREAK ROOM/ STORAGE AREAS	יוס טני אובכינט			
GT-1	GRANITE PLOOR TILE				24' x 24'	ELEVATOR LOBBY	TO BE SELECTED			
G7-2	GRANITE FLOOR TILE ACCENT				12" X 12"	ELEVATOR LOBBY	10 BE SELECTED			
GB >	MARBLE BASE				6. HICH	ELEVATOR LOBBY	TO BY SKIECTED			
₩Ð-i	VINT WALL BASE	ROPPE	PINNACLE	#100 BLACK	4º STANDARD TOE		PROVIDE INSIDE AND CUITSIDE TRIMS			
15-1	TRANSITION STRIPS	ROFFE.		#100 BLACK	STANDARD		AT ALL FLOORING CHANGES			
MT-a	PARD THE						ELEVATOR LOBBY FLOOR 4 WALL TRIM & BASE 6 ELEVATOR JAMBS			
CIG-1	ACOUSTICAL CEILING TILE	MATCH EXISTING	MATCH EXISTING	MATCH EXISTING	MATCH DISTING		OFFICE AREAS			
CLG-2	ACOUSTICAL CEILING TILE			WHITE	24324° WITH TEGULAR EDGE		PUBLIC CORRIDORS			
CLG-3	ACCENT RAISED CEIUNG						ELEVATOR LOBBY RAISED WITH COVE LIGHTING			
n.	JAN.NATE					<u> </u>	WORK AREAS IN OFFICE AREAS			
95.7	SOLID SURFACE						ALL WORK COUNTERS IN PUBLIC AREAS & BREAK ROOM			
5G-1	SIGNAGE									
	THIS SOUTHER WITE									

FINISH SCHEDULE NOTES

- ALL GWB TO RECEIVE LEVEL 4 FINISH
 PROVIDE MODSHUPE RESISTANT GWB & ALL WET WALLS NOT TO RECEIVE WALL THE
 PROVIDE MODSHUPE RESISTANT GWB & ALL WET CELINGS, PANT P.2

 COLLOW METAL FRANZ'S TO BY PANT P.3

 ALL PRANT GRADE DOORS TO BE PRANTED P.3

 GRUP CELINGS TO BE PANTED P.2

 VERTICAL SOFTIF WALLD TO DE PRANTED P.1

 EVERTICAL SOFTIF WALLD TO DE PRANTED P.1

 EVERTICAL SOFTIF WALLD TO DE PROVIDED BY TEMPLE AND INSTALLED BY CONTRACTOR

 BUNDS ON DITEROR WINDOWS TO BE PROVIDED BY TEMPLE AND INSTALLED BY CONTRACTOR

 SUBMIT SUBSTITUTES TO ARCHITECT AT LEAST TO DAYS BEFORE DID DATE FOR APPROVAL

S OFFICE UPFIT FOR S CILUMBIA S CITY OF COLUMBIA S CITY OF COLUMBIA S COUNTY S COUNTY S C 2920 S

To a Contract of the Contract

Shirer & Amoos 1201 MAIN TITETE SUITE 11800 Columna, NG 2720 from 1615 745 1 Mg MSECT NO 1990 DRAWN BY 45 CRESCARD OF DE



A611

WALL FINISH INDICATOR



GENERAL FINISH NOTES

- RETER TO SHEET AGILL, MATERIAL PINISH SCHEDULE FOR ALL FINISH CALLOUTS.
- ABBREVIATIONS AND SPECIFICATIONS.
 ALL FINISH TO BE APPROVED BY THE OWNER AND TENANT
- REFER TO FINISH MATERIAL LEGEND FOR ALL CALLOUTS AND SPECIFICATIONS
 REFER TO INTERIOR ELEVATIONS FOR ADDITIONAL FINISHES.
- ALL GYPSUM WALL BOARD TO RECEIVE LEVEL 4 FINISH
- PAINT METAL DOOR FRANCS AND TRUM P-2 FOR ALL OFFICE SUITES AND
- NON PUBLIC AREAS.
- PAINT METAL DOOR FRANCES AND TRIM P-4 FOR ALL PUBLIC AREAS.
- 9. ALL DOORS IN SUITES AND OFFICES TO BE FIXISHED TO MATCH EXISTING.

ABBREVIATIONS

INT - INTERIOR ELEVATIONS PETER TO INTERIOR ELEVATIONS SHEETS

COMMENTS

- SEE INTERIOR ELEVATIONS FOR ADDITIONAL FINISH MATERIALS.
 RZTER TO SECTION BZIASOZ FOR ADDITIONAL INFORMATION.
 NO OPTICE SPACE AND SAITES, CONTRACTOR SHIRL RELYE EXISTING CEILING THE AND GRID SYSTEM, WYZRZ DANAGED, RZPAR BOTH GRID SYSTEM AND THE WITH
- IN PUBLIC CORRIDORS, CONTRACTOR SHALL RELISE DITSTING CHILING GRID. SYSTEM. ALL TILES SHALL BE REPLACED WITH CLG-2 WHERE THE EXISTING GRID SYSTEM IS MISSING OR DAWAGED, REPAIR WITH LIKE NEW MATERIAL AND





AN 745 1

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ACIDS ACIDS E UPFIT FOR IN COLUMBIA WANN STREET NAWN STREET NAWN STREET NAWN STREET NAWN SC 29231

OFFICE I PROJECT TITL

SHEET TILLE

эснериг FINISH

24T. 03 16 20.



A612

PERMIT SET

Exhibit B"

DESIG Product Type:

· III Mohawk Group

Beautiful Abandon Collection

GT099 Character Lines Tile

Mohawk Group







Tilo





Antiquity



SUSTAINABILITY IAO Green Label Plus: Pre-Consumer Recycled Content:

GSA State Release Rating:

Dodare Label:

Static

PERFORMANCE

Smake Density:

Fool Triffic Recommendation TARR:

138 Remnants















SERVICE Lifetime Limited Corpet Tile Worranty, Lifetime Warranties:

Flaming Mode

Pass

41%

Gold

Dodared

Green Label Ptus 1098

AATCC 134 Under 3.5 KV Passes DOC-FF-1-70 Pill Test

NBS Smoke Chamber NFPA-258 - Less than 450

Industrial Polina

Mohawk Group

GT099 Character Lines Tile

Mchawk Group

Beautiful Abandon Collection















334 Vestiges

Natural Perfection

512 Rubbio 037 Charished Ruins 548 Procenced

EXHIBIT C

- a. **Special Termination Option**. Tenant shall have the option (the Special Termination Option) to terminate this Lease, subject to and in accordance with the following terms and conditions:
- 1. **Effective Date**. Tenant shall have the right to exercise the Special Termination Option one time after month seventy-two (72) from the Commencement Date of the Lease.
- 2. **Termination Date and Termination Notice**. Tenant must vacate the Premises and deliver possession thereof to Landlord at the end of the seventy-second month (the Termination Date) which Tenant's notice shall not be more than three hundred and sixty five (365) days nor less than two hundred seventy (270) days after the date that Landlord receives Tenant's Notice (Termination Notice);
- 3. **No Default**. Tenant must not be in default under this Lease either on the date that Tenant exercises the Special Termination Option or, unless waived in writing by Landlord, on the Termination Date; and
 - Tenant Pays a Fee. Tenant shall pay to Landlord:
 - (i) Five Hundred Thirty-five Thousand and No/100 (\$535,000.00) Dollars;
 - (ii) An amount equal to thirty (30%) percent of the costs of tenant improvement as shown on Exhibit "A" (see attached).

Tenant, or Tenant's authorized representative, shall pay the Special Termination Fee to Landlord concurrently with the delivery by Tenant, or its authorized representative, to Landlord of Tenant's Notice.

- b. Lease Terminates. If Tenant properly and timely exercises the Special Termination Option, this Lease shall be terminated effective as of the Termination Date, and all Base Rent, Additional Rent and other charges payable under this Lease shall be paid through and apportioned as of the Termination Date. Neither Landlord nor Tenant shall have any rights, estates, liabilities, or obligations accruing under this Lease after the Termination Date, except such rights and obligations which, by the provisions of this Lease, expressly survive the expiration or termination of the Term of this Lease.
- c. **Termination Option Is Voided.** The Special Termination Option shall automatically terminate and become null and void upon the earliest to occur of 1) the termination of Tenant's right to possession of the Premises; 2) the assignment of this Lease by Tenant, in whole or in part; 3) the sublease by Tenant of all or any part of the Premises; or 4) the failure of Tenant to timely or properly exercise the Special Termination Option.

APPROVED AS TO FORM

Legal Department City of Columbia, SC