

AN ORDINANCE 2011-05-05-0346

**AN ORDINANCE AUTHORIZING A FIVE-YEAR RENEWAL AND AMENDMENT OF A LEASE AGREEMENT WITH RIVERVIEW TOWERS PARTNERS, LTD. FOR OFFICE SPACE LOCATED AT 111 SOLEDAD IN COUNCIL DISTRICT 1, FOR THE CONTINUED USE OF 14,920 SQUARE FEET OF OFFICE SPACE AND THE ADDITION OF APPROXIMATELY 16,480 SQUARE FEET OF OFFICE SPACE FOR USE BY THE CITY ATTORNEY'S OFFICE AND HUMAN RESOURCES DEPARTMENT FOR THE INITIAL MONTHLY RENTAL AMOUNT OF \$44,378.67.**

\* \* \* \* \*

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City an instrument in substantially the form attached as Attachment I, which is incorporated for all purposes as if fully set forth. The City Manager and her designee, severally, should take all other actions conducive to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering ancillary documents and instruments conducive to effectuating the transaction.

**SECTION 2.** Funding in the amount up to \$410,927.00 for this ordinance is available in Fund 76001000, Cost Center 3206010001, General Ledger 5204050, as part of the Fiscal Year 2011 Budget.

**SECTION 3.** Payment not to exceed the budgeted amount is authorized and should be encumbered with a purchase order.

**SECTION 4.** Additional funding for this ordinance will be contingent upon City Council approval of Fiscal Year 2012 Budget.

**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

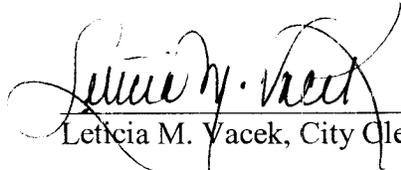
**SECTION 6.** This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

**PASSED AND APPROVED** this 5<sup>th</sup> day of May 2011.



M A Y O R  
Julián Castro

**Attest:**

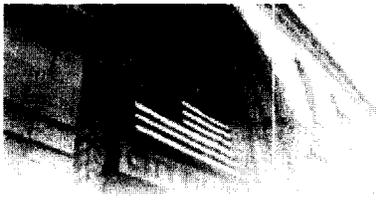


Leticia M. Vacek, City Clerk

**Approved As To Form:**



Michael D. Bernard, City Attorney



Request for  
**COUNCIL  
ACTION**

City of San Antonio



## Agenda Voting Results - 9

| <b>Name:</b>           | 5, 6, 8, 9, 10, 12, 13, 14, 15, 16, 18A, 18B, 18C, 18D, 18E, 18F, 18G, 18H, 19, 20  |             |     |     |         |        |        |
|------------------------|---|-------------|-----|-----|---------|--------|--------|
| <b>Date:</b>           | 05/05/2011  |             |     |     |         |        |        |
| <b>Time:</b>           | 11:03:17 AM   |             |     |     |         |        |        |
| <b>Vote Type:</b>      | Motion to Approve   |             |     |     |         |        |        |
| <b>Description:</b>    | An Ordinance authorizing a five-year renewal and amendment of a lease agreement with Riverview Towers Partners, Ltd. for current and additional office space located at 111 Soledad for use by the City's Human Resources Department and the Litigation Division of the City Attorney's Office for the initial monthly rental amount of \$44,378.67. [Peter Zaroni, Assistant City Manager; Mike Frisbie, Director, Capital Improvements Management Services] |             |     |     |         |        |        |
| <b>Result:</b>         | Passed  |             |     |     |         |        |        |
| Voter                  | Group   | Not Present | Yea | Nay | Abstain | Motion | Second |
| Julián Castro          | Mayor   |             | x   |     |         |        |        |
| Mary Alice P. Cisneros | District 1  |             | x   |     |         | x      |        |
| Ivy R. Taylor          | District 2  |             | x   |     |         |        |        |
| Jennifer V. Ramos      | District 3  |             | x   |     |         |        |        |
| Philip A. Cortez       | District 4  |             | x   |     |         |        |        |
| David Medina Jr.       | District 5  |             | x   |     |         |        |        |
| Ray Lopez              | District 6  | x           |     |     |         |        |        |
| Justin Rodriguez       | District 7  |             | x   |     |         |        |        |
| W. Reed Williams       | District 8  |             | x   |     |         |        |        |
| Elisa Chan             | District 9  |             | x   |     |         |        | x      |
| John G. Clamp          | District 10   |             | x   |     |         |        |        |

**5<sup>th</sup> Renewal and 3<sup>rd</sup> Amendment to Lease Agreement**  
**(Riverview Tower - City Attorney's Office and Human Resources Department)**

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**1. Identifying Information.**

**Ordinance Authorizing 5<sup>th</sup>  
Renewal and 3<sup>rd</sup> Amendment:**

**Landlord:** Riverview Tower Partners, Ltd.

**Landlord's Address:** 111 Soledad, San Antonio, Texas 78205

**Tenant:** City of San Antonio

**Tenant's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966

**Lease:** Lease Agreement (City Attorney's Office Riverview Office Building) dated January 30, 2002 between Mack-Cali Texas Property, L.P. as Landlord and the City of San Antonio as Tenant relating to 14,920 square feet, more or less, Suite 1000, at 111 Soledad, San Antonio, Texas 78205 (the "Building")

**Ordinance Authorizing  
Original Lease:** 95134, January 10, 2002

**Ordinance Authorizing 1<sup>st</sup>  
Amendment:** 96144, dated August 8, 2002

**Ordinance Authorizing 1<sup>st</sup>  
Renewal:** 99437, June 24, 2004

**Ordinance Authorizing 2<sup>nd</sup>  
Renewal:** 100943, May 26, 2005

**Ordinance Authorizing 2<sup>nd</sup>  
Amendment and 3<sup>rd</sup> Renewal:** 2006-06-29-0778

**Ordinance Authorizing 4<sup>th</sup>  
Renewal:** 2009-02-19-0137

**Rent:** As set forth in Section 7.

**Renewal Term:** Five years

**Renewal Term Commencement  
Date:** The later of (i) the date the Premises are "move-in ready" as defined in paragraph 6. of **Exhibit D** or (ii) the date Landlord delivers to Tenant a Certificate of Occupancy for the Premises, the

actual date to be memorialized in a Renewal Commencement Memorandum substantially in the form of **Exhibit B**.

**Asbestos Survey Deadline:** No later than 30 days after the Effective Date

**Effective Date:** The later of the date of this document's execution by both all parties and the date this document is authorized by ordinance of the City of San Antonio.

The exhibits to this Lease are:

- Exhibit A: Description of Premises/Floorplans
- Exhibit B: Renewal Commencement Memorandum
- Exhibit C: 10<sup>th</sup> Floor Improvements
- Exhibit D: Work Letter
- Exhibit E: Cleaning and Maintenance Schedule

All exhibits are incorporated by reference for all purposes as if fully set forth.

**2. Defined Terms.**

All terms defined in the Lease and not otherwise defined in this amendment have the meanings ascribed to them in the Lease. References to "Lease" in this amendment include both the original Lease and all previous renewals and amendments to it.

**3. Extension of Term, Renewal, Termination.**

The Renewal Term begins on the Renewal Term Commencement Date. Tenant may further renew this Lease for two additional five-year terms on 60 days' notice to Landlord. Landlord further agrees to provide Tenant a \$5.00 per square foot Tenant Improvement Allowance on expiration of years 5 and 10 under this Renewal as long as this Renewal is still in effect. Tenant may terminate this Lease as to the 1<sup>st</sup> and 2<sup>nd</sup> floor Premises without cause at or anytime after the third anniversary of this Renewal by giving Landlord 60 days' notice and reimbursing Landlord the remaining balance of the unamortized brokerage commissions and Landlord's Work, the total cost to be memorialized on **Exhibit B**. Landlord agrees that such brokerage commissions and Tenant Improvements will be amortized over the initial five-year renewal term on a straight-line basis beginning on the Renewal Term Commencement Date.

**4. Premises.**

The Premises as defined in the Lease and subsequent renewals and amendments consists of approximately 14,920 square feet (Suite 1000) on the 10<sup>th</sup> floor of the Building. The Premises is hereby amended to include an additional 5,527 square feet on the 1<sup>st</sup> floor (Suite 120) and 10,953 square feet on the 2<sup>nd</sup> floor (Suite 200) for a total leased Premises of 31,400 square feet as depicted on **Exhibit A**.

**5. Landlord's Affirmative Promises.**

Landlord, at Landlord's sole cost and expense promises to complete the Landlord's Work as defined in **Exhibit D**, the improvements and/or repairs described in **Exhibit C** and provide the services described in **Exhibit E**.

**6. Additional Parking.**

Landlord will provide Tenant with 12 additional covered parking spaces in the attached Rand Garage for the monthly rate of \$79 per space.

**7. Rent.**

Tenant must pay Rent at the time and place required by the Lease from the beginning of Renewal Term through and including the end of Renewal Term. Rent during this and subsequent renewal terms will be as follows:

| <b>Initial Renewal Term<br/>Year</b>        | <b>Annual Rent Rate<br/>per square foot</b> | <b>Monthly Rent</b> |
|---|---|---------------------|
| 1-3   | \$16.00                                     | \$41,866.76         |
| 4-5   | \$16.50                                     | \$43,175.00         |
| <b>1<sup>st</sup> Renewal Term<br/>Year</b> |   |                     |
| 6-8   | \$16.50                                     | \$43,175.00         |
| 9-10  | \$17.00                                     | \$44,483.33         |
| <b>2<sup>nd</sup> Renewal Term<br/>Year</b> |   |                     |
| 11-13                                       | \$17.00                                     | \$44,483.33         |
| 14-15                                       | \$17.50                                     | \$45,791.67         |

**8. Base Year**

The base year for operating expenses for the leased Premises is 2011.

**9. No Default.**

Neither Landlord nor Tenant is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before the date of Landlord’s signature on this amendment.

**10. Same Terms and Conditions.**

This amendment is a fully integrated expression of the changes the parties intend to make to the Lease, as previously amended. The parties acknowledge that, except as expressly set forth in this amendment, the Lease as previously amended remains in full force and effect according to its terms, and the parties reaffirm the obligations thereof. Both Landlord and Tenant are bound thereby. All holdover terms of the Lease apply as well to this 4<sup>th</sup> Renewal term. Neither party is in default under the Lease as amended. There have been no amendments or other modifications to the Lease except as expressly described in this amendment.

**11. Incorporation of Exhibits.**

The attached Exhibits are incorporated by reference for all purposes as if fully set forth.

**In Witness Whereof, the parties have caused their representatives to set their hands.**

**Landlord**

**Tenant**

**Riverview Tower Partners, Ltd.**, a Texas limited partnership, by and through its sole general partner

**City of San Antonio**, a Texas municipal corporation

Signature: \_\_\_\_\_

**Riverview Tower GP, LLC**, a Texas limited liability company

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved:

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

# Exhibit A

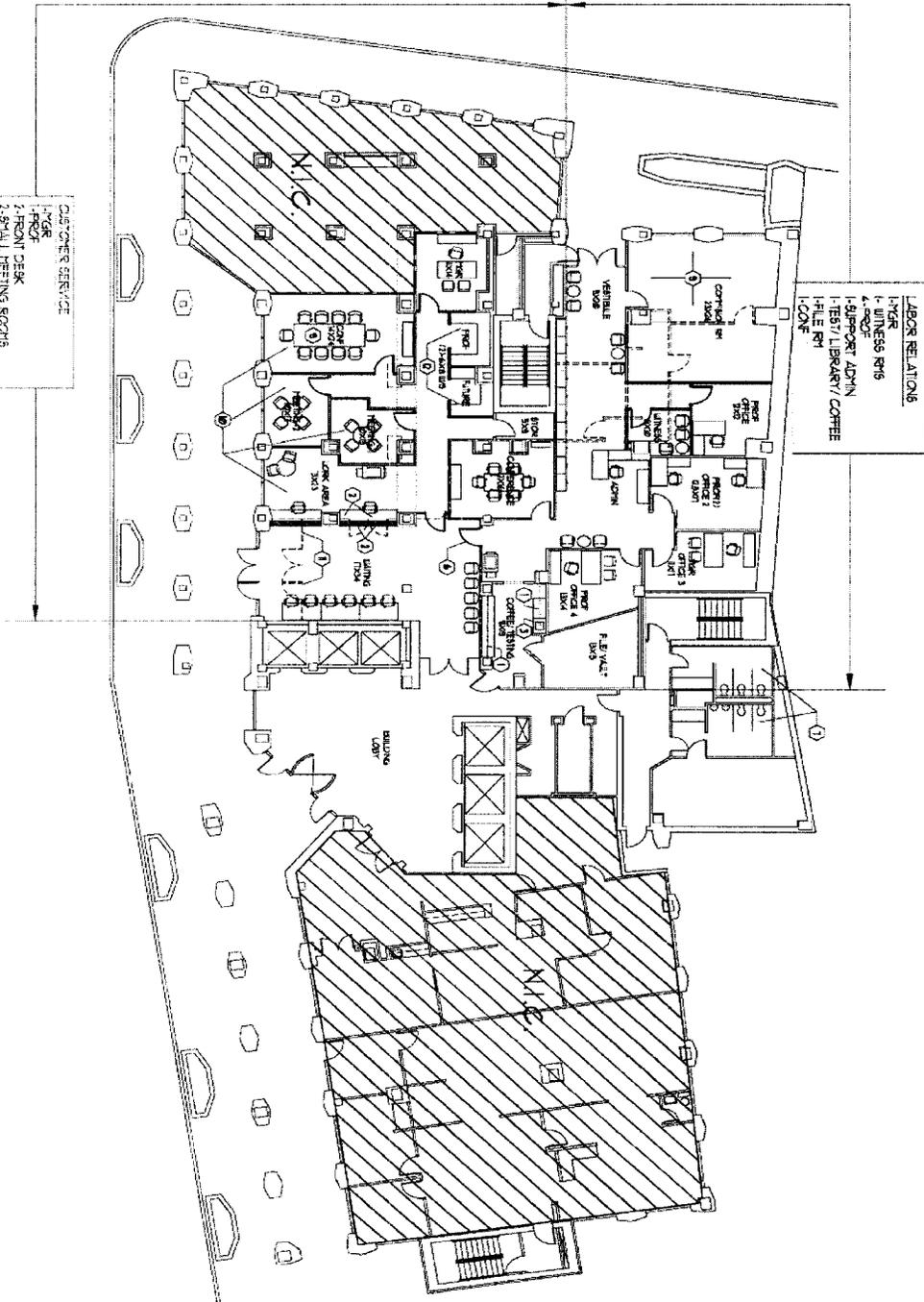
## Description of Premises/Floorplans

**COSA HR DEPARTMENT**  
 RIVERVIEW TOWER - EVELY  
 2128 sq. ft. 11/20/00  
 712 sq. ft. 1/24/00  
 512 sq. ft. 1/20/00 PRICING

5971 RSF

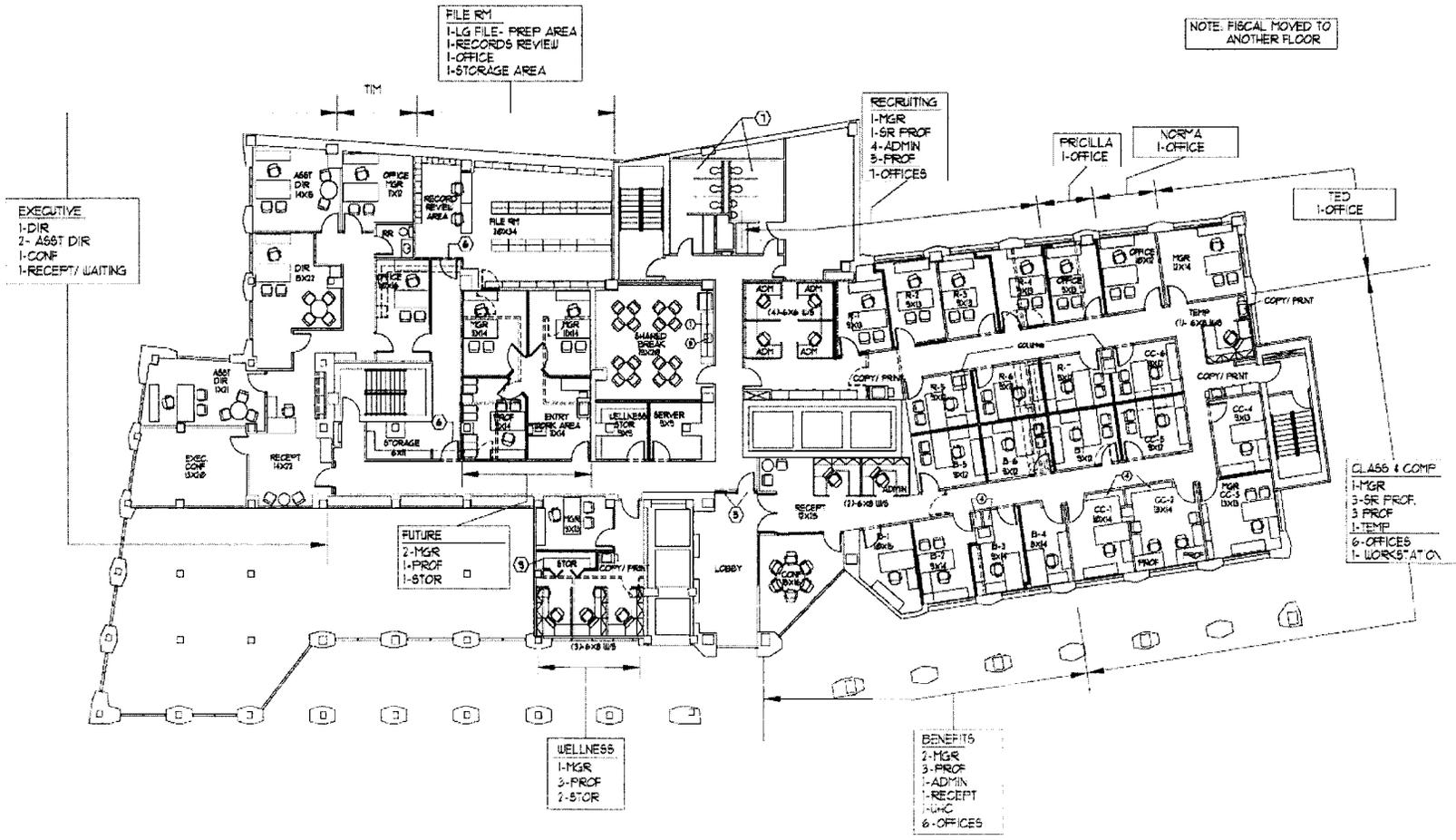
- 1- CUBICLE SERVICE
- 1- RECEPTION
- 1- FRONT DESK
- 2- SMALL MEETING ROOMS
- 1- WAITING AREA & CONFERENCE
- 1- LARGE CONFERENCE

- LABOR RELATIONS
- 1- RECEPTION
- 4- OFFICES
- 1- SUPPORT ADMIN
- 1- REST/ LIBRARY/ COFFEE
- 1- FILE RM
- 1- CONF



SCALE: 1/8" = 1'-0"  
 I N S I T  
 1 2 3 4 5 6 7 8 9 10  
 11 12 13 14 15 16 17 18 19 20  
 21 22 23 24 25 26 27 28 29 30  
 31 32 33 34 35 36 37 38 39 40  
 41 42 43 44 45 46 47 48 49 50  
 51 52 53 54 55 56 57 58 59 60  
 61 62 63 64 65 66 67 68 69 70  
 71 72 73 74 75 76 77 78 79 80  
 81 82 83 84 85 86 87 88 89 90  
 91 92 93 94 95 96 97 98 99 100

Suite 120



Suite 200

**COSA HR DEPARTMENT**

RIVERVIEW TOWER LEVEL 2

10/28/10 1/24/10 REV  
 11/25/10 12/22/10 PRICING  
 1/10/12

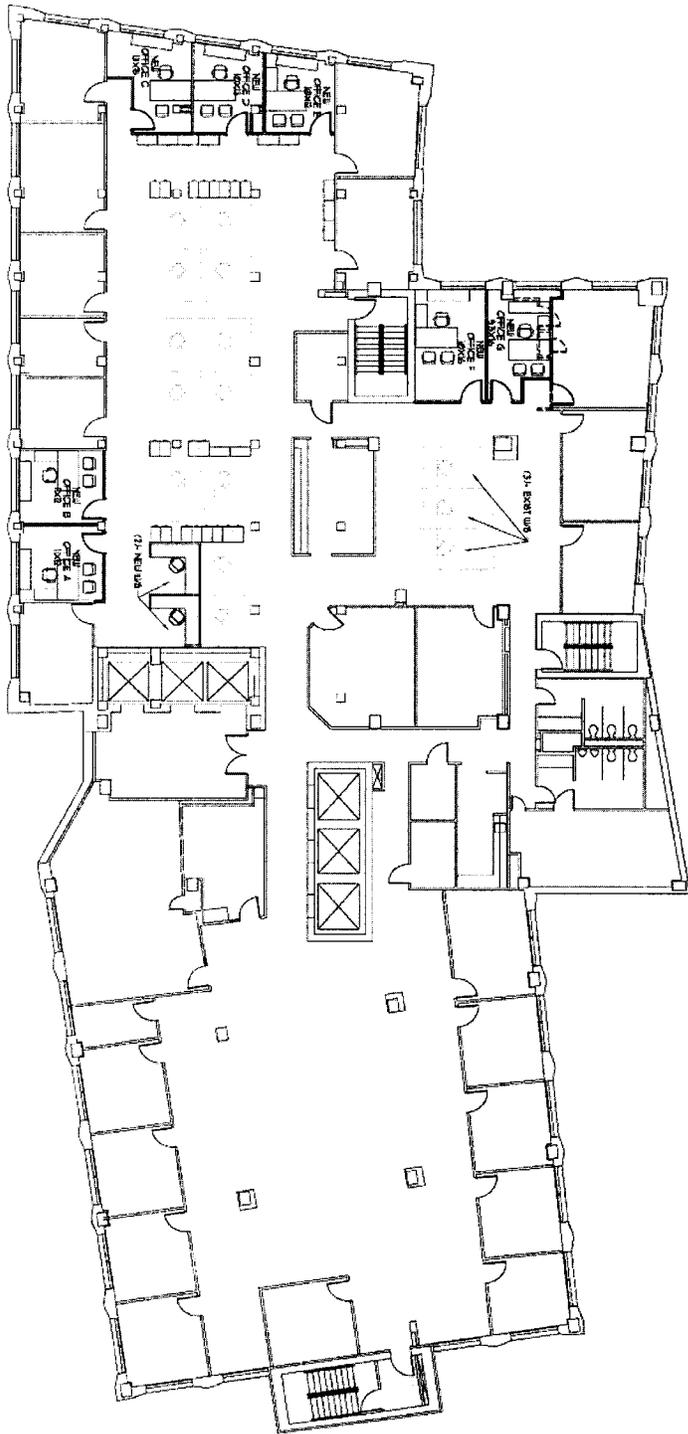
©2013 R.S.F.

SCALE: 1/8"=1'-0"

**I N S I T E**  
 Architects  
 Inc.



1003  
 BENTLEYWAY  
 SUITE 200  
 BOSTON, MA 02111



**COSA HR DEPARTMENT**

REVIEW TOLER LEVEL 0

1/24/08

1/20/08

SCALE: 1/8" = 1'-0"  
**I N S I T E**  
 A R C H I T E C T  
 210 220 4100



**Suite 1000**

**Exhibit B**

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**Renewal Commencement Memorandum**

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**Landlord:** Riverview Tower Partners, Ltd.

**Tenant:** City of San Antonio

**Lease:** Lease Agreement (City Attorney's Office Riverview Office Building) dated January 30, 2002 between Mack-Cali Texas Property, L.P. as Landlord and the City of San Antonio as Tenant relating to 14,920 square feet, more or less, Suite 1000 at 111 Soledad, San Antonio, Texas 78205

**Renewal:** The 5<sup>th</sup> Renewal and 3<sup>rd</sup> Amendment to the Lease

**Authorizing Ordinance:**

*Predicate Facts:*

Landlord and Tenant are parties to the Lease, which was authorized by the Authorizing Ordinance.

The parties have executed the Renewal, which calls for the Lease Term to begin on completion of certain Tenant Improvements and maintenance requests.

For their mutual benefit, the parties now wish to memorialize certain particulars of the 5<sup>th</sup> Renewal and 3<sup>rd</sup> Amendment to the Lease.

*Rights and Obligations:*

Now therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1. Defined Terms.**

All terms used in this memorandum and not otherwise defined herein but defined in the Lease have the meanings ascribed to them in that instrument.

**2. Renewal Term Commencement.**

The Renewal Term commences \_\_\_\_\_. The first installment of Base Rent is due \_\_\_\_\_.

**3. Rentable Square Feet.**

Whenever the Renewal calls for a calculation based on the rentable square feet subject to the Lease, the figure to use is \_\_\_\_\_.

**4. Cost of Improvements; Brokerage Commission.**

Section 3 of the Renewal requires Tenant to reimburse Landlord for the cost certain, unamortized improvements and brokerage commissions in the event that Tenant terminates the Lease. Such costs are as follows:

|                       |          |
|-----------------------|----------|
| Brokerage Commissions | \$ _____ |
| Tenant Improvements   | \$ _____ |

**5. No Default.**

As a part of the inducement to Landlord to execute and deliver this consent, Assignor represents to Landlord and Assignee that:

- a. The Lease is in full force and effect according to its terms.
- b. Neither party is in default under the Lease.
- c. Neither party has any offset or claim against the other that would reduce or impair its obligations under the Lease.

**The remainder of this page is intentionally left blank**

**6. Conflict of Terms**

This instrument controls over anything to the contrary in the Lease.

**In Witness Whereof**, the parties have caused their representatives to set their hands.

**Tenant**

**City of San Antonio**, a Texas  
municipal corporation

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Landlord**

**Riverview Tower Partners, Ltd.**, a  
Texas limited partnership, by and through  
its sole general partner

**Riverview Tower GP, LLC**, a Texas  
limited liability company

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit C

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### **10<sup>th</sup> Floor Tenant Improvements**

Landlord, at Landlord's sole cost and expense agrees to complete and/or remedy the following improvements and/or maintenance issues, no later than the Renewal Term Commencement Date:

- Provide new Tenant approved paint and carpet (carpet tiles) throughout the entirety of the 10th floor
- Provide a new counter top, backsplash and sink in the break area
- Remove the existing wallpaper in the break area and paint
- Install a Tenant approved card reader at back stairwell door
- Repair the commodes in ladies restroom to ensure proper and consistent operation
- Repair or replace the stall door and/or frame in the ladies restroom to eliminate the large gap in between the door and the door frame, and secure the stall partition walls to the floor
- Professionally spray for insects as needed, no less than quarterly

## Exhibit D

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### Work Letter

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This Work Letter is entered into between Landlord and Tenant as described below in connection with the lease described below.

**Landlord:** Riverview Tower Partners, Ltd.

**Landlord's Address:** 111 Soledad, San Antonio, Texas 78205

**Tenant:** City of San Antonio

**Tenant's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966

**Premises:** Suite 120 (1<sup>st</sup> floor) Suite 200 (2<sup>st</sup> floor) and 1000 (10<sup>th</sup> floor) in the structure commonly known as Riverview Tower ("Building"), at 111 Soledad, San Antonio, Texas, such Premises being further described in **Exhibit A**.

**Renewal Term**  
**Commencement Date:** The later of (i) the date the Premises are "move-in ready" as defined in paragraph 6. of this **Exhibit D** or (ii) the date Landlord delivers to Tenant a Certificate of Occupancy for the Premises, the actual date to be memorialized in a Renewal Commencement Memorandum substantially in the form of **Exhibit B**.

**Initial Term:** 60 months

The exhibits to this Work Letter are:

Exhibit A-1: Landlord's Plans

### Predicate Facts

Pursuant to the terms of the Lease and this Work Letter, Landlord has agreed to construct certain improvements to the 1<sup>st</sup>, 2<sup>nd</sup> and 10<sup>th</sup> floors of the Premises in accordance with both Exhibit A to the 5<sup>th</sup> Renewal and 3<sup>rd</sup> Amendment to the Lease, and the forthcoming **Exhibit A-1** "Landlord's Plans" to this Work Letter.

All terms capitalized but not defined herein have the meanings ascribed to them in the Lease.

### Rights and Obligations

**Now, Therefore**, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. *Performance of Landlord's Work.*

(a). Subject to the other terms of this Work Letter, Landlord, at its sole cost and expense, must create all partitions and works spaces shown on **Exhibit A** to the 5<sup>th</sup> Renewal and 3<sup>rd</sup> Amendment to the Lease and must ensure that all other finishout details to the Premises, including but not limited to paint, carpeting, hardware, plumbing, doorways, and the like, conform to the specifications of the forthcoming construction drawings (the final approved full set used to obtain the Building Permit) to be attached as **Exhibit A-1** "Landlord's Plans", to this Work Letter. Landlord's Work is defined as all work required to completely build the spaces depicted on and as per the Landlord's Plans.

(b). Tenant may specify, among other details, (a) the location of file cabinets, special equipment and furniture, (b) the location of doors and interior windows, (c) any electrical, special air conditioning and plumbing requirements, (d) any telephone equipment requirements, and telephone outlet locations, (e) electrical outlet and switch locations, (f) room sizes and locations, (g) lighting requirements, (h) cabinet work or other millwork item requirements, (i) acoustical or special wall requirements, (j) color and material selections for finishes, (k) required data wiring and computer locations and (l) equipment specifications and locations, a confirmation of the location of entrances, stairs, escalators, elevators, service areas and floor design of the Premises.

2. *Plan Preparation.* Within a reasonable time after receiving such information, Landlord must prepare or cause to be prepared plans and specifications for Landlord's Work that are based upon the Space Plan and such information provided by Tenant ("Landlord's Plans"). Landlord's Plans must be submitted to Tenant for its approval. Tenant has 10 calendar days to either approve Landlord's Plans or to make reasonable detailed comments thereon. Tenant's failure to timely object to Landlord's Plans is Tenant's acceptance of the plans. If Tenant timely objects, Landlord must revise Landlord's Plans in accordance with Tenant's comments and resubmit them to Tenant for approval. Tenant then has 10 business days for approval. Again, Tenant's failure to timely object to Landlord's Plans is Tenant's acceptance of the plans. If Tenant timely objects, the revision process repeats.

3. *Additional Work.* If Tenant requires changes in Landlord's Work or other work or materials in the Premises in addition to or in substitution for the Landlord's Work (collectively, "Additional Work"), Tenant must deliver to Landlord for its review and approval the plans and specifications encompassing such Additional Work. All plans and specifications for the Additional Work ("Additional Plans") (together with any changes to the Final Plans for the Landlord's Work which may be required as a result of the Additional Work) will be prepared by Landlord's architect and completed at Tenant's sole cost and expense. Prior to beginning Additional Work, Landlord must submit to Tenant written cost estimates, including costs for delay and out-of-sequence work. Tenant's failure to approve the estimates within five days is Tenant's

disapproval, and Landlord need not perform the Additional Work. For Tenant to be obligated to pay costs more than the estimate, Landlord must notify Tenant in writing when Landlord should reasonably foresee the overrun and give Tenant a chance to modify the required work.

4. *Payment for Additional Work.* Landlord must pay the cost of the Additional Work, provided the cost of the Additional Work does not cause the Landlord's Allowance to exceed \$382,000. When the Additional Work is approved, it becomes a part of "Landlord's Work". The Landlord's Plans that are finally approved or deemed approved, together with the Additional Plans, if any, are referred to herein as the "Final Plans".

5. *Payment.* The Cost of Landlord's Work will be paid as follows:

(a). The Landlord's Allowance is \$382,000. This allowance is to be used for all associated costs and expenses related to the Landlord's Work for the 1<sup>st</sup>, 2<sup>nd</sup> and 10th Floors. Under no circumstances may any portion of the Landlord's Allowance be used for the items listed on **Exhibit C**, 10<sup>th</sup> Floor Tenant Improvements.

(b). Additional Work to be paid by Landlord, at his sole cost and expense, provided the cost of the Additional Work does not cause the balance of the Landlord's Allowance to exceed \$382,000. If Tenant requests Additional Work that would cause the balance of the Landlord's allowance to exceed \$382,000, then Tenant must pay the amount in excess of \$382,000, 50% prior to the commencement of Additional Work (up-front) and 50% at completion, as evidenced by a certificate of occupancy.

(c). The provisions of this Section survive the expiration or termination of the Lease.

6. *Substantial Completion.* Substantial Completion of Landlord's Work will be the later of the date the Premises are move-in ready or the date of the issuance of the Landlord obtained Certificate of Occupancy for the Premises. Move-in ready means that the Landlord's Work is fully completed except for minor items such as are routinely corrected with a punch list. Tenant must have the opportunity to inspect the Premises. Tenant may deliver a Punch List to Landlord within 30 days after the Renewal Commencement Date. Failure to timely deliver a Punch List is Tenant's acceptance of the work. Landlord must cure all Punch List items within 15 days of receipt of the Punch List from Tenant. This period may be extended to 30 days with Tenants written approval. Landlord may enter the Premises at any reasonable time to cure Punch List items but must not unnecessarily disrupt Tenant's activities.

7. *Early Access.* Landlord must permit Tenant and its agents, to enter the Premises before the Commencement Date to prepare the Premises for Tenant's use and occupancy, including testing and installation of Tenant's equipment. Any such entry into the Premises is under all of the terms of the Lease, except as to Rent.

8. *Counterparts.* This Work Letter may be executed in any number of counterparts and all of such counterparts are one and the same instrument.

9. *Notices.* Any notices required to be sent hereunder must be in writing and sent in the manner set forth in the Lease.

10. *Prevailing Wage.* If any Tenant money is used for any work under this Work Letter, pursuant to Chapter 2258 of the Texas Government Code and City of San Antonio Ordinance No. 71312, March 29, 1990, contractor and subcontractors doing work must pay prevailing wages to their laborers, workers, and mechanics, if any. "Prevailing Wages" are as defined by the United States Department of Labor for the purpose of the Davis-Bacon Act. Contractors and subcontractors must obtain from the City of San Antonio Public Works Department, Capital Improvements Division, Wage and Hour Office, Municipal Plaza Building, located at 114 W. Commerce all materials necessary to assure compliance.

**In Witness Whereof**, the parties have caused their representatives to set their hands.

**Tenant**

**Landlord**

**City of San Antonio**, a Texas municipal corporation

**Riverview Tower Partners, Ltd.**, a Texas limited partnership, by and through its sole general partner

Signature: \_\_\_\_\_

**Riverview Tower GP, LLC**, a Texas limited liability company

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest:**

Date: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Exhibit A-1**

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**Landlord's                      Plans                      (Construction                      Drawings)**

## **Exhibit E**

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### **Cleaning and Maintenance Schedule**

#### ***Daily (Monday through Friday)***

Carpets Vacuumed

Composition floors dust-mopped

Desks, desk accessories and office furniture dusted. Papers and folders left on desk, not to be moved.

Wastebaskets and other trash receptacles emptied; remove trash from the building to an area designated outside of the Premises.

Chairs and wastebaskets returned to proper position.

Fingerprints removed from glass doors and partitions.

Drinking fountains cleaned, sanitized and polished.

Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.

Malfunctioning light bulb and tube replaced, as required.

Graffiti expunged as needed but no more than two business days after Tenant has given Landlord verbal notice of the existence of graffiti.

Kitchen/lunchroom supplies replenished including paper supplies and soap.

#### ***Weekly***

Low-reach areas such as, but not limited to, chair rungs, baseboards and insides of doorjambs dusted.

Windowsills, ledges and wood paneling and molding dusted.

Floors washed in uncarpeted office areas.

#### ***Monthly***

Floors waxed in uncarpeted office areas.

High-reach areas, such as, but not limited to, door frames, tops of partitions and hanging light fixtures dusted.

Upholstered furniture vacuumed, plastic and leather furniture wiped.

Picture molding and frames dusted.

Wall vents and ceiling vents vacuumed.

Carpet professionally spot cleaned as required to remove stains.

HVAC chiller water checked for bacteria, chiller water conditioned as necessary.

### ***Quarterly***

Light fixtures cleaned and dusted, but not less frequently than Quarterly.

Wood furniture polished.

Draperies or mini-blinds cleaned as required, but not less frequently than Quarterly.

HVAC units serviced for preventative maintenance purposes, all filters changed.

### ***Semi-Annually***

Windows washed as required inside and outside but not less frequently than two times annually.

All painted wall and door surfaces washed and stains removed.

All walls treated with vinyl covering washed and stains removed.

### ***Annually***

Furniture Systems and other fabric or upholstered surfaces, including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction process.

Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.

Touch-up paint all interior painted surfaces in a color and finish to match existing.

### ***As Needed***

Premises and the sidewalks, driveways, parking areas and all means of ingress and egress serving the Premises should be maintained in good repair, and in clean and safe condition at all times.

All lawns, shrubbery and foliage on the grounds of which the Premises is part should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

Carpets to be cleaned using non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning: (i) heavy traffic areas as needed with a minimum frequency of bi-monthly (six times per year); (ii) moderate traffic areas cleaned as needed with a minimum of once every six months (two times per year) and; (iii) clean light traffic areas a minimum of one time per year. Cleaning carpet via use of a bonnet cleaning system is not an acceptable method for cleaning carpets.

All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event, subject to damage or destruction conditions as provided in the Lease, will Landlord be required to repaint or replace wall coverings more than one time in a five-year period, not counting the initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease.

### ***General***

Landlord must, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.