



Office of Procurement Services  
1100 Bank Street ~ Suite 724  
Richmond, Virginia 23219  
Email: [procurement@dgs.virginia.gov](mailto:procurement@dgs.virginia.gov)

**MODIFICATION #7  
TO  
CONTRACT DGS-131031-DIV  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
DIVARIS REAL ESTATE, INC.**

This Modification #7 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DGS" (Department of General Services) and DIVARIS REAL ESTATE, INC, hereinafter referred to as "Contractor," relating to the modification of Contract DGS-131031-DIV dated December 3, 2013 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification #7 is hereby incorporated into and made an integral part of Contract DGS-131031-DIV.

The purpose of Modification #7 is to document the following: I) the parties' agreement to renew the Contract; II) revise terms and conditions; and III) add additional services and incorporate Exhibit 1 as referenced on Modification 1 and update Attachment A.

**I) Reference:** Contract DGS-131031-DIV, Paragraph 35, entitled "Renewal of Contract." Effective upon the completion of this modification #7, and in accordance with the above mentioned referenced, both parties hereby agree to renew the Contract term for a period of one year (1), commencing December 3, 2020 and continuing through December 2, 2021. This is the fifth (5<sup>h</sup>) of seven (7) successive one (1) year renewal periods under the terms and conditions of the original Contract and any Modification(s) executed to date.

**II) Reference:** Contract DGS-131031-DIV, Paragraph 15, entitled "Changes to Contract," which allows changes to be made to the Contract by mutual agreement of both parties. The following changes are made to the Contract:

1. REVISE Paragraph 45, entitled "Ordering Officers" to read:

DGS's authorized Ordering Officer's authority within the Division of Real Estate Services (DRES) shall cover the issuance of written orders for Services provided under this Agreement by the Director of the Division of Real Estate and Facilities Management (DREFM) and the Director of the Bureau of Real Estate Services (BRES). Under conflicting direction, the direction provided by the DREFM Director shall prevail.

2. REVISE Paragraph 3, entitled "VENDORS MANUAL" to read:

**VENDORS MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual.

A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "I Sell To Virginia".

3. REVISE Paragraph 5, entitled "ANTI-DISCRIMINATION" to read:

**ANTI-DISCRIMINATION:** Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
  - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. REVISE Paragraph 20, entitled "NONDISCRIMINATION OF CONTRACTORS" to read:

**NONDISCRIMINATION OF CONTRACTORS:** Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

5. **ADD** General Term and Condition, Paragraph 56, entitled "Civility in the Workplace" to read:

**CIVILITY IN STATE WORKPLACES:** Contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1.) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2.) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations.

Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- III) Reference:** Contract DGS-131031-DIV, Paragraph 24, entitled "Addition/Deletion of Items and Services." Effective upon the completion of this modification #7 and in accordance with the above mentioned referenced, both parties hereby agree to add the following service:

**EXHIBIT 1 "Property Management":**

Part-Time Special Event Administration (Non-Dedicated, As Needed Basis):

- Schedule and plan events
- Schedule security personnel required for special events
- Work/supervise special events
- Setup and breakdown of event furnishings

Attachment A "Pricing Schedule"  
Part Time Special Event Administration (Non-Dedicated, on an as needed basis).  
Not to exceed 30 hours and \$26/hour.

Both parties hereby agree to update DGS Points-of-Contact as reflected on Attachment A, entitled "Services and Pricing Schedule."

The foregoing is the complete and final expression of the parties' agreement to modify Contract DGS-131031-DIV and cannot be modified, except by a writing signed by the duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**DIVARIS REAL ESTATE, INC.**

**COMMONWEALTH OF VIRGINIA**

BY: 

BY: 

NAME: MICHAEL B. DIVARIS  
Printed

NAME: Keith B. Gordon  
Printed

TITLE: PRESIDENT / COO

TITLE: Senior Contract Officer

DATE: 7/31/2020

DATE: ~~07/31/2020~~ 07-31-20

**ATTACHMENT A  
TO  
AGREEMENT DGS-131031-DIV  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
DIVARIS REAL ESTATE, INC.**

***SERVICES AND PRICING SCHEDULE***

Attachment "A" is hereby incorporated into and made an integral part of Contract Number DGS-131031-DIV between the Commonwealth of Virginia, Department of General Services, ("Commonwealth" or "State" or "DGS" or "DREFM") and Divaris Real Estate, Inc. ("Contractor" or "Divaris").

In the event of any discrepancy between this Attachment "A" and Contract Number DGS-131031-DIV, the provisions of Contract DGS-131031-DIV shall control.

---

**1. LISTING OF SERVICES AND PRICING**

Contractor shall provide Services in accordance with all requirements stated in the Commonwealth's RFP #NCH-2013-0322, dated March 22, 2013 Section III, entitled "Statement of Needs," including all General Requirements items; the Contractor's proposal, dated May 6, 2013 and Contractor's supplemental submission dated August 27, 2013, submitted in response thereto, and as amended herein between the parties, for the provision of all real estate brokerage, transaction management and strategic real estate planning services ("Services"), to be managed through DGS, in accordance with the following pricing schedule, or as otherwise stipulated in any modification to this Agreement.

This is a "No Cost" pricing schedule to the Commonwealth for lease and purchase acquisition services, lease and purchase negotiations, strategic real estate planning and ongoing examination of existing leases, property or interests whereby the Contractor will not charge any direct fee to the Commonwealth for such services. For disposition of property, the fees shall be as stated below.

Contractor shall look solely to the landlord/property owner for the payment of lease or purchase transaction commissions. When acting as the Commonwealth's transaction representative, Contractor will share commission payments with the Commonwealth from commissions received from landlords/property owners.

**A. Services and Commission Rate Schedules:**

**1. Acquisitions**

**a. Lease Acquisition – New and Renewal Leases**

At the Commonwealth's request, Contractor will provide lease acquisition services on a commission basis, at a rate to be established at time of engagement as mutually agreed to by the parties pursuant to a Letter of Representation in the form of Sample A of Attachment B and approved by the DREFM Director or designee. The commission charged to landlords/property owners shall not be more than a full fair market commission for services rendered by the Contractor relative to the market in which the transaction is to occur and depending on the type of lease (new or renewal). In the event that the commission rate to Contractor is expected to exceed 4%, or the total commission is expected to exceed \$300,000, the commission must be approved by the DREFM Director or designee prior to negotiation of commissions with owner/landlord.

**b. Purchases**

At the Commonwealth's request, Contractor will provide property acquisition services, at a rate to be established at time of engagement as mutually agreed to by the parties pursuant to a Letter of Representation in the form of Sample B of Attachment B and approved by the DREFM Director or designee. In the normal course, Contractor shall look solely to the property owner for the payment of the purchase transaction commissions pursuant to any commission split arrangements in the seller's property listing agreement.

In the event of an "investment property" sale whereby the property owner's listing agreement does not provide for any commissions to be paid to the procuring broker, Contractor will be compensated for any such procuring broker services on a commission basis at a rate or fixed dollar amount to be established at time of engagement as mutually agreed to by the parties and approved DREFM Director or designee.

The commission will be earned only if a transaction is consummated. Such commission may be paid directly to Contractor by the Commonwealth or paid by the property owner to the Contractor at closing.

**2. Disposition Services**

**a. Space Disposition**

BUY-OUT AND TERMINATION – In the event that Contractor negotiates a buy-out or termination of a remaining lease term, the Commonwealth will pay a fee based on the difference between the value of the remaining lease and the negotiated buy-out price (Buy-Out Savings). The fee will be calculated on the total Buy-Out Savings based on the following Lease Buy-Out Fee schedule:

Minimum fee of \$5,000.00 plus:			
10% of Buy-Out Savings from	\$50,000	to	\$100,000 plus
7% of Buy-Out Savings from	\$100,001	to	\$150,000 plus
4% of Buy-Out Savings from	\$150,001	to	\$400,000 plus
2% of Buy-Out Savings from	\$400,001	to	\$900,000 plus
1% of Buy-Out Savings in excess of	\$900,001		

**b. Subleases**

At the Commonwealth's request, Contractor will provide subleasing services on a commission basis, at a rate to be established at time of engagement as mutually agreed to by the parties pursuant to a Letter of Representation in the form of Sample A of Attachment B and approved by the DREFM Director or designee. The commission is based on the rental rate, the term of the lease and quantity of space that is sublet. The Commonwealth will pay the commission only if a transaction is consummated.

**c. Sales and Leases**

At the Commonwealth's request, Contractor will assist with negotiations for the sale or for lease of properties owned by the Commonwealth and /or an Authorized User. Contractor will be compensated for any such sale or lease on a commission basis at a rate to be established at time of engagement as mutually agreed to by the parties pursuant to a Listing Agreement in the form of Sample C or D of Attachment B and approved by the DREFM Director or designee. The commission will be paid to the Contractor by the Commonwealth, and will be earned only if a transaction is consummated.

**3. Commission Sharing Payment Schedule**

The following commission schedule will apply to each real estate for which Contractor represents Commonwealth and/or an Authorized User, regardless of transaction type including but not limited to, lease, purchase, sublease and renewal.

<b>Transaction Commission Amount</b>	<b>Contractor's Share</b>	<b>Commonwealth's Share</b>
<\$50,000	85%	15%
\$50,001-\$100,000	80%	20%
\$100,001-\$250,000	70%	30%
\$250,001-\$1,000,000	60%	40%
\$1,000,001>	50%	50%

The above commissions are payable on a cumulative basis. For example, if a specific transaction generates a total commission of \$80,000 the Contractor's Share would be \$66,500, calculated as \$50,000 times 85% plus \$30,000 (\$80,000-\$50,000) times 80%. The Commonwealth's Share would be \$13,500 (\$80,000 - \$66,500).

Commission sharing payments will be payable to the Commonwealth on a monthly basis no later than the 15th day of the following month for the share of all commission collected by the Contractor during the previous month.

Contractor will invoice landlords/property owners for commissions due Contractor pursuant to Contractor's commission agreement within 15 days of "commission earning event" (i.e. lease execution, occupancy, etc.). Contractor will use best efforts to collect all commissions due from landlords/property owners within 45 days of when commission is due.

**TRANSACTION ACCOUNTING STATEMENT:** Contractor will provide DREFM Director or designee a "transaction commission accounting statement" and if not explicitly stated in the lease agreement, Contractor will provide a copy of commission agreement with landlord within 10 days of completion of a transaction. The "transaction commission accounting statement" will detail the total commission calculation, the Commonwealth's anticipated sharing payment and the payment schedule for the commission.

**MONTHLY REPORT OF ALL TRANSACTIONS:** Contractor will provide DREFM Director or designee a monthly report summarizing total commissions earned under contract, total sharing payments made to and due in the future to the Commonwealth based on completed transactions and a statement of commissions billed landlords/property owners but not yet collected by Contractor and the anticipated share thereof once collected.

#### **4. Additional Fee Sharing**

Should Contractor's total commissions received for any calendar year within the three-year initial term exceed \$2 million, Contractor will provide the Commonwealth with an additional 20% refund of the actual gross commissions received by Contractor, after payment of the Commonwealth's Share, that exceed that amount. Contractor shall maintain a reserve account and provide the Commonwealth an accounting of the fees collected at a frequency determined by DREFM.

### **B. Other Services**

#### **1. Project & Construction Management and Construction Administration**

Contractor will provide project and construction management by a subcontractor for large agency projects, as determined by the Commonwealth. These services will be charged at \$150.00 per hour plus normal reimbursable expenses. Annually the Contractor will provide 100 hours of construction management services at no charge. Contractor may bill for typical reimbursable expenses as applicable.

Contractor may, with prior written approval of the Commonwealth, designate a local agent or representative of the Contractor, in order to fulfill any Construction Administration Services requirements that the Commonwealth may require. Additional hours of Construction Administration Services, beyond 150 hours, will be charged at \$150 per hour.

In all cases, Contractor will partner with DREFM on major projects in order to provide the full array of Project Management Services. These services will include coordination of architectural and engineering, cabling, technology, and construction services, and provided at no charge to the Commonwealth.

## 2. Space Planning

When Space Planning is requested, Contractor will coordinate with the architect designated by the Commonwealth for completion of a test fit plan and one revision. Test fit plans will commence with an approved Office Space Questionnaire (OSQ). Any revisions past the first one will have to be paid for by the agency.

Accurate as-built drawings from the landlord are to be provided the architect in an AutoCAD format and submitted electronically. If accurate as-built drawings are not available, then the landlord shall also bear the expense of having such plans developed and made available.

Contractor shall make every attempt possible to have the landlord pay for the test fit plan with revisions for prospective tenants. In the event that a specific landlord will not agree to do so and the Commonwealth requires such plans, Contractor will procure these services independently in partnership with Odell Associates Inc or other similarly qualified provider. The cost will be as below for one test-fit and one revision based upon receipt of electronically delivered "as-built" drawings using

Square Feet	Cost
3,000 SF OR LESS	\$450
3,001 SF to 10,000 SF	\$0.15 PSF
> 10,000 SF	\$0.12 PSF

Expenses for reproduction of drawings, couriers, or express mail, may be invoiced to the Commonwealth at the Contractor's cost. Travel expenses incurred may be reimbursed by the Commonwealth, with prior written consent, and provided that such expenses are submitted in accordance with the Commonwealth's requirements as stipulated in the section herein entitled Reimbursable Expenses.

### 3. Lease Drafting

The Contractor's Lease Administrator or any other individual designated by the Contractor, upon request by the Commonwealth, may provide the initial draft of lease for individual agency leases to the extent permitted by the real estate brokerage laws of the Commonwealth. Any collocation leases are to be completed by DREFM staff. This service will be provided at no cost to the Commonwealth or an Authorized User.

### 4. Rates

Upon the request of the Commonwealth, Contractor may provide services at the following hourly rates ("Rates") for any Services outlined in Section III of the RFP Statement of Needs that are not provided for elsewhere herein, in such event that Commonwealth or an Authorized User requires such services, and DREFM concludes in its sole discretion that an hourly compensation structure is appropriate:

Position	Rates
Senior Managing Director/Corporate Services Leader	\$325.00
Managing Director/Executive Vice President/Team Leader	\$325.00
Senior Account Managers/Senior Vice Presidents	\$275.00
Alliance Director/Senior Transaction Managers/Affiliate Manager	\$275.00
Brokers/Assistant Affiliate Manager	\$200.00
Consultants	\$150.00
Construction Administration	\$150.00
Manager of Information Services	\$120.00
Analysts	\$100.00
Architect	\$95.00
Senior Interior Designer/Project Director	\$95.00
Administrative Support & Research	\$65.00
Space Planner/Interior Designer	\$85.00

PROPERTY MANAGMENT	RATES
*Minimum Charge of \$800.00 per month	
Accounting	\$75.00 Per lease per month
Lease Administration	\$58.00 Per lease per month
Facility Management	\$0.018 Per square foot per month
Special Event Administrator	\$26.00 (Non-Dedicated, As Needed Basis)

MINOR MAINTENANCE (NON-DEDICATED, AS NEEDED BASIS)	RATES
Minor Maintenance and Repair	\$45.00 Per Hour Regular Time, \$67.50 Per Hour Overtime and \$90.00 Per Hour Holiday

MAINTENANCE (DEDICATED, ON-SITE)	RATES (Not to exceed)*
Building Engineer	\$64.00 Per Hour Regular Time, \$86.50 Per Hour Overtime and \$115.50 Per Hour Holiday

**5. Reimbursable Expenses**

When feasible, Contractor shall use project management professionals who are local to the specific project site. From time to time, Contractor staff/subcontractors may be required to travel to locations other than their primary work location, or as otherwise delineated in any Statement of Work (SOW) accompanying a duly-authorized eVA Order. In such cases, Contractor staff may be reimbursed for meals, transportation and lodging in accordance with the Commonwealth's State Travel Regulations as posted on the Department of Accounts' internet website: [http://www.doa.virginia.gov/Admin\\_Services/CAPP/CAPP\\_Main.cfm](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Main.cfm)

**2. ACCOUNT MANAGEMENT, STAFFING AND REPORTING**

Contractor will conduct semi-annual Account Reviews with the Commonwealth (DREFM Director and designee(s)) in July and December of each contract year to review items such as overall contractor performance, total commissions earned and sharing payments made to Commonwealth, process improvement opportunities, required contractor staffing level adjustments and other contract related matters as the parties may agree to review from time to time.

Contractor as project team member on assigned transactions will utilize DREFM' data base records management system to report progress related to Contractor's assigned tasks.

The Contractor is responsible for providing services in a timely and professional manner. Contractor will provide the requisite level of staffing that is necessary to successfully complete assigned tasks within required delivery dates.

Contractor will provide weekly progress reports of assigned tasks in the format as agreed to by the parties from time to time. Contractor will provide a report of cost avoidance and savings for each transaction completed during the previous month by the 15th day of the following month. Contractor will provide other reports from time to time as may be determined necessary by the Commonwealth.

Within 60 days of signing this agreement, Contractor agrees that any services provided under this agreement shall be provided, and supported, from a Contractor's office location within Virginia.

### **3. SHIP TO / BILL TO ADDRESSES**

Ordering Officers shall include shipping and billing addresses on individual orders referencing this Contract.

### **4. DGS POINTS OF CONTACT**

#### **Contract Administration/Compliance**

Contract Administrator – Holly Law Eve, CCIM  
Director  
Division of Real Estate and Facilities  
Management  
Department of General Services  
1100 Bank St., 5th Floor  
Richmond, VA 23219  
Telephone: (804) 371-4327  
[Holly.Eve@dgs.virginia.gov](mailto:Holly.Eve@dgs.virginia.gov)

#### **Contract Information**

Office of Procurement Services  
1100 Bank Street  
Richmond, VA 23219-2010  
[procurement@dgs.virginia.gov](mailto:procurement@dgs.virginia.gov)  
<http://www.dgs.virginia.gov>

### **5. CONTRACTOR POINTS-OF-CONTACT**

#### **Contract Information**

Michael Divaris  
President/COO  
4525 Main Street, Suite 900  
Virginia Beach, VA 23462  
757-497-2113  
[mdivaris@divaris.com](mailto:mdivaris@divaris.com)

#### **Billing/Administration**

Divaris Real Estate, Inc.  
4525 Main Street, Suite 900  
Virginia Beach, VA 23462  
757-497-2113  
757-497-1338

#### **Primary Contact – Account Manager**

Debbie Wake  
200 South 10<sup>th</sup> Street  
Richmond VA 23219  
[dwake@divaris.com](mailto:dwake@divaris.com)  
804-225-4010  
804-977-2098

EXHIBIT 1  
TO  
AGREEMENT DGS-131031-DIV  
BETWEEN  
THE COMMONWEALTH OF  
VIRGINIA AND  
**DIVARIS REAL ESTATE, INC.**  
*PROPERTYMANAGEMENT*

Exhibit "1" is hereby incorporated into and made an integral part of Contract Number DGS- 131031-DIV between the Commonwealth of Virginia, Department of General Services, ("Commonwealth" or "State" or 'DGS' or "ORES") and Divaris Real Estate, Inc. ("Contractor" or "Divans").

In the event of any discrepancy between this Exhibit •1• and Contract Number DGS-131031- DIV, the provisions of Contract DGS-131031-DIV shall control.

**PROPERTY MANAGEMENT**

Contractor will provide property management services through its affiliate, Divaris Property Management Corp for Property management services as stated below, the contractor will develop a Scope of Work (SOW) in conjunction with the authorized user. The SOW must be approved by DRES. Property management services include the following:

**ACCOUNTING:**

- Record all rent receipts
- Process invoice payments
- Prepare monthly financials
- Complete monthly bank reconciliation
- Process owner distributions
- Track vendor insurance

**LEASE ADMINISTRATION:**

- Abstract all leases
- Invoice monthly rents to tenants
- Process rent increases/CPI adjustments
- Track tenant insurance
- Complete annual operating expense reconciliations

**FACILITY MANAGEMENT:**

- Conduct monthly inspections of project to include all exterior, structure, and interior
- Assist with contract bidding, negotiation and oversight of all service contracts
- Assist with contract bidding, negotiation and oversight of all repairs and maintenance
- Tenant liaison
- Complete monthly financials and distribute reports

- Complete annual budget
- Handle all tenant collection matters
- Code and approve invoices
- Assist with oversight of capital and tenant improvements

**MINOR MAINTENANCE (NON-DEDICATED, AS-NEEDED BASIS)**

- Perimeter trash clean-up
- General plumbing (unstop sinks/toilets, change out flappers on flush valves, replace faucets and/or washers)
- Ceiling tile replacement
- General electrical (interior light bulb/ballast replacement)
- Minor painting
- Check roof (clean roof drains and gutters)

**MAINTENANCE /DEDICATED. ON.SITE)**

- Maintenance and operation of all building equipment
- Ensure all preventive maintenance checks are being performed as required
- Maintain professional appearance of equipment and engineering spaces Maintain any EMS programs to ensure most efficient operations
- Maintain building lighting systems, including element and ballast repairs
- Supervises all contractors on-site to assure they are adhering to all established safety rules and regulations
- Operation, maintenance and repair of plumbing systems to include sump pumps, basins, toilets, urinals, sinks, and piping
- Repair locks, doors, hinges
- Minor repair and painting of various surfaces
- Ceiling tile replacement
- Roof maintenance and minor roof repairs
- Maintain stock and inventory levels
- Verify incoming and outgoing shipments
- Maintains all building plans
- Maintain fuel levels for generators

**PART-TIME SPECIAL EVENTS ADMINISTRATOR (NON-DEDICATED AS NEEDED)**

- Schedule and plan events
- Schedule security personnel required for special events
- Work/supervise special events
- Setup and breakdown of event furnishings