

CHANGE REQUEST COVER SHEET

Change Request Number: 09-29

Date Received: 12/17/2008

Title: Real Estate Guidance Changes

Name: Susan Freericks

Phone: 202-267-8374

Policy OR Guidance: Guidance

Section/Text Location Affected: 1.2, 1.2.1, 2.4.13, 2.5, 2.5.1, 2.6.1, 2.6.8 and 3.1.6

Summary of Change: Updating real estate guidance to assist the real estate contracting officers.

Reason for Change: Areas of guidance need to be updated and corrected.

Development, Review, and/or Concurrence: ALO-200/AGC-520 and Logistics Service Area

Target Audience: Real Estate Contracting Officer

Potential Links within FAST for the Change: N/A

Briefing Planned: No

ASAG Responsibilities: None

Potential Links within FAST for the Change: N/A

Links for New/Modified Forms (or) Documents (LINK 1) [null](#)

Links for New/Modified Forms (or) Documents (LINK 2) [null](#)

Links for New/Modified Forms (or) Documents (LINK 3) [null](#)

SECTIONS ADDED:

Real Estate Guidance :

Section 2.6.1 : LLC Certificate [\[New Content\]](#)

Real Estate Guidance :

Section 2.4.13 : Labor Standards/Davis Bacon [\[New Content\]](#)

SECTIONS EDITED:

Real Estate Guidance :

Section 1.2 : Land Clause Matrix [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 3.1.6 : Real Property Physical Inventories and Records [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 1.2.1 : Outgrant Clause Matrix [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 2.5 : Space Clause Matrix [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 2.5.1 : Outgrant Clause Matrix [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 2.6.8 : Standard Space Lease Form [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 1.1.5 : Requirements [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 1.1.10 : Market Survey / Appraisal [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

Section 1.1.19 : Condemnation [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

SECTIONS ADDED:

Real Estate Guidance :

Section 2.6.1 : LLC Certificate

LLC CERTIFICATE

I, _____, certify that I am the _____ of the Limited Liability Company named in the attached agreement: that _____ who signed said agreement on behalf of the Limited Liability Company was then _____ of said company; that said agreement was duly signed for and in behalf of said Limited Liability Company by authority of its governing resolution, and is within the scope of its powers.

Signed _____ (Seal)

Real Estate Guidance :

Section 2.4.13 : Labor Standards/Davis Bacon

Labor Standards/Davis-Bacon Act

a. Davis-Bacon Act. The Davis Bacon Act (40 U.S.C. 276a-278a-7) provides that contracts of \$2,000 or more to which the U.S. or the District of Columbia are a party for construction, alteration, or repair (including painting and

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decorating) of public buildings or public works within the U.S., will require that no laborer or mechanic employed directly upon the site of the work will receive less than the prevailing wage rates as determined by DOL.

b. Related Laws.

(1) The Copeland ("Anti-Kickback") Act (18 U.S.C. 874 and 40 U.S.C. 276c) makes it unlawful to induce, by force, intimidation, threat of dismissal, or otherwise, any person employed in the construction or repair of public buildings or public works, to give up any part of the compensation to which the person is entitled under a contract of employment. Contracts subject to the Copeland Act will include a clause requiring contractors and subcontractors to comply with regulations issued by DOL. Additionally; the Copeland Act requires each contractor or subcontractor to furnish weekly statements of compliance regarding wages paid to each employee.

(2) The Contract Work Hours and Safety Standards Act applies to construction contracts involving laborers or mechanics.

c. Applicability.

(1) The Davis-Bacon Act and related laws apply to:

- (a) Construction work to be performed by laborers and mechanics on a public building or public work site;
- (b) Dismantling, demolition, or removal of improvements if construction at that site is anticipated under the same or a separate contract;
- (c) Manufacture or fabrication of construction materials and components to be incorporated into the work when manufacture or fabrication is performed at the construction site;
- (d) Painting of public buildings or public works, whether performed in connection with the original construction or as alteration or repair of an existing structure; and
- (e) Hazardous waste cleanup contracts that require elaborate landscaping activities or substantial excavation and reclamation work (see DOL Memorandum No. 155, March 25, 1991).

(2) Davis-Bacon Act and related laws do not apply to:

- (a) The manufacturing or fabrication of components or materials off the construction site, or their subsequent delivery to the site by the manufacturer or fabricator, unless the manufacturing or fabrication facility is operated solely in support of the construction project;
- (b) Contracts requiring construction work that is so closely related to research, experiment, and development that it cannot be performed separately, or that is itself the subject of research, experiment, or development;
- (c) Employees of railroads operating under collective bargaining agreements that are subject to the Railway Labor Act; or
- (d) Employees who work at the contractors' or subcontractors' permanent home offices, fabrication shops, or tool yards not located at the site of the work. However, when employees go to the work site and perform construction activities there, the requirements of the Davis-Bacon Act and related laws are applicable for the actual time so spent, not including travel unless the employees transport materials or supplies to and from the site of the work.

Procedures for Construction in Leases

a. Davis-Bacon Act Wage Determinations.

(1) DOL is responsible for issuing wage rate determinations for construction reflecting prevailing wage and fringe benefits. The wage determinations apply to those laborers and mechanics employed by a contractor at the site of the work, including drivers who transport materials and equipment to and from the site. Wage determinations are issued for different types of construction, such as building, heavy, highway, and residential (referred to as rate schedules), and apply only to the types of construction designated in the determination.

b. General Requirements.

(1) The RECO should ensure that clause is contained in the lease when applicable see Labor Standards above. If a RECO receives a call about these clauses, he or she should contact DOL for guidance (www.wdol.gov) and further examples are contained in DOL Memoranda Numbers 130 and 131).

SECTIONS EDITED:

Section 1.2 : Land Clause Matrix

Old Content: Real Estate Guidance :

Section 1.2 : Land Clause Matrix

LAND LEASE CLAUSE MATRIX

| CLAUSE TITLE | DATE OF CLAUSE | ON AIRPORT | OFF AIRPORT | MEMORANDUM OF AGREEMENT (MOA) | PRESCRIPTION |
|---|----------------------|---------------|----------------|--|---|
| Anti-Kickback | Oct-96 | M | M | M | Insert in all leases IAW 41 U.S.C. 51-58. In the MOA incorporated by reference. |
| Assignment of Claims | Oct-96 | N/A | R | N/A | Insert in all leases unless the terms of the lease prohibit assignment of claims. |
| Cancellation | Aug-02 | M | M | M | Insert in all leases and MOAs to perserve the Governments rights to terminate for our convenience. In the MOA this clause is inserted in the Terms and Condition clause. |
| Central Contractor Registration - Real Property | Oct-06 | M | M | N/A | Insert in all cost leases, unless the RECO grants a exception to use of CCR per provisions of Section 3.1.4.2. Clauses, Contractor Identification Number— Data Universal Numbering System (DUNS) Number - Real Property (Oct -06) and Certification of Registration in Central Contractor Registration (CCR) (October 2006) are also mandatory with this clause. If RECO documents and grants an exception to CCR Registration, Must delete these 3 clauses and insert Contractor Payment Information – Non-CCR (October 2006) |
| Contractor Identification Number—Data Universal Numbering | Oct-06 | M | M | N/A | Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR. |

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| System (DUNS) Number - Real Property | | | | | |
| Certification of Registration in Central Contractor Registration (CCR) | Oct-06 | M | M | N/A | Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR |
| Contractor Payment Information – Non-CCR | OCT-06 | M* | M* | N/A | <p>*Insert in all leases where the CO has documented and granted an exception to use of CCR. If this clause is used, clauses: Central Contractor Registration - Real Property,</p> <p>Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property, and</p> <p>Certification of Registration in Central Contractor Registration (CCR), must be deleted from the contract. Also the vendor must submit any changes on completed and signed EFT Vendor Miscellaneous Form.</p> |
| Consideration (Cost) | Aug-02 | M | M | N/A | Insert in all leases where we pay money for a lease term. This clause is required by the basic contracting principle that all leases must have clearly defined consideration. The dollar amount represents only the firm term portion of this lease. |
| Consideration (No Cost) | Aug-02 | M | M | M | Insert in all leases where we do not pay money for a lease term or for MOAs . This clause is required by the basic contracting principle that all leases must have clearly defined consideration. |
| Covenant Against Contingent Fees | Oct-96 | M | M | M | Insert in all leases IAW 41 USC 254. For MOA incorporated by reference. |
| Day-to-Day Lease Extension | Aug-02 | O | O | N/A | This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a lease where cost is the consideration or part of |

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| | | | | | the consideration, the total term of the lease, <u>including the total NTE days included in this clause</u> must not exceed the twenty year FAA leasing authority (49 USC 40110). No cost leases can be executed for the expected life of the system supported by the land lease. |
| Payment by Electronic Fund Transfer—Real Property | Oct-06 | M | M | N/A | Insert in all "cost" leases IAW 31 U.S.C. 333. |
| Examination of Records | Oct-96 | M | M | N/A | Insert this clause in all "cost" type leases where the lease payment is dependent on some variable cost such as taxes. THIS CLAUSE SHOULD NOT BE USED IN FIXED PRICE LEASES. |
| FAA Facilities | Oct-05 | N/A | N/A | M | This clause must be inserted in all MOAs. It references the most recent Airport Layout Plan (ALP) and defines the list of facilities placed under this agreement. |
| Funding Responsibility For Government Facilities | Oct-96 | M | N/A | M | This clause must be inserted in all on airport leases. It ensures that the sponsor will pay for the relocation, replacement and/or modification of Government equipment unless the change is specifically requested in writing by the Government. |
| Hazardous Substance Contamination | May-00 | M* | O | M | 1) *Per FAA Order 1050.19, Environmental Due Diligence Audits (EDDA) in the Conduct of FAA Real Property Transactions, this clause must be used in all on airport leases <u>unless</u> a Phase I EDDA is completed prior to the lease. Also according to the EDDA order 1050.19a, dated October 15 2003, page 2, PAR 4 paragraph 5. Clauses and Letters, a. (1)(a): If you are cannot obtain the last sentence of the clause shown in italics (the hold harmless wording) then you must have either have a signed Transaction Screen (if appropriate) and/or EDDA before signing the MOA with new FAA facilities. (Consult your EDDA Order |

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| | | | | | and your local expert Engineer in environmental work.) 2) Since an EDDA is <u>always</u> required prior to leasing Off-Airport properties, this clause is not applicable to off airport leases. |
| Interest For Late Payments | Aug-02 | N/A | O | N/A | The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the lessor when negotiating an off airport lease. Since airports have an inherent benefit from installed FAA equipment, an added incentive is not needed for on airport leases. |
| Interference with Government Operations | Oct-96 | M | N/A | M | Insert in all <u>on airport</u> leases and MOAs. This clause ensures that the sponsor will conform with the approved airport layout Plan (ALP). The clause does not relieve the RECO of the requirement to obtain real property rights for the technical clear zone. |
| Lease Succession | Aug-02 | R | R | M | Insert in follow-on contracts to track continuity of data. |
| Non-Restoration | Oct-96 | M | M | R | Insert in all leases where the Government has no intention of restoring the premises and may abandon the equipment. This clause is needed to clearly convey the Governments intentions and the agreement between the parties upon termination or expiration of the lease. It is the policy of the FAA not to restore. This clause is recommended to be used in a MOA, however the RECO can remain silent on this clause if the airport sponsor will agree. |
| Notification of Change in Land Title | Aug-02 | M | M | N/A | Insert in all leases. This clause protects the lease rights of the Government in case of change in ownership of the property |
| Notices | Oct-96 | M | M | M | Insert in all leases and MOAs . This information is needed for contract administration; all contractual communication should be done through |

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| | | | | | these contacts. Changes in this information requires a contract modification. |
| Officials Not to Benefit | Oct-96 | M | M | M | Insert in all leases IAW 41 U.S.C. 22 |
| Premises | Aug-02 | M | M | N/A | Insert in all leases. This clause is required by the basic contracting principle that all leases must clearly define the leased premises. This should include a description of the leased air rights. |
| Purpose | Oct-05 | | | M | Insert in all MOAs to define the FAA air traffic activities with airport sponsor. |
| Contract Disputes | Nov-03 | M | M | | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Protest | Nov-03 | M | M | | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Quiet Enjoyment | Feb-04 | M | M | | Insert in all leases. This clause is required by the basic contracting principle to protect the FAA's full rights to the property. |
| Renewal Options | Mar-04 | R | R | N/A | Insert in all leases that have Options in order to comply with basic contracting principle that all options must be clearly defined. RECO can modify the clause to reflect the correct number of lease options. NOTE: This clause requires the RECO to provide the lessor 60 days notice of the Government's intent to exercise the option or its intent to vacate the premises at the end of the current lease term. It also requires the RECO to send the lessor written documentation of the option exercise; it is our policy that a contract modification would be issued to document that the option has been exercised. |
| Restoration Clause – Alternate A | Jan-07 | O | N/A | O | This is an alternate restoration clause to be used for On-Airport Leases and MOAs. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need |

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|--|--------|-----|---|-----|---|
| | | | | | to get the LOB to provide written concurrence on this alternate clause. |
| Restoration Clause – Alternate B | Jan-07 | N/A | O | N/A | This is an alternate restoration clause to be used for Off-Airport leases. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause. |
| Signature Block | Apr-04 | M | M | M | Insert in all leases and MOAs in order to comply with the basic contracting principle that all leases must be signed by authorized parties to the agreement. This clause must be modified to comply with recording requirements of the local jurisdiction, i.e. the local recording office may require the signature to be notarized. |
| Subordination, Nondisturbance and Attornment | May-04 | M | M | | Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment. |
| Term | Jun-04 | M | M | M | <p>Insert in all leases in order to comply with the basic contracting principle that all leases must have a clearly defined term. 1. <u>This clause is used in all firm term leases that will be incrementally funded; this is the preferred type of lease.</u> 2. This clause is also used in leases that are structured with options. In this case, the term set out in this clause is <u>only</u> the firm term part of the lease. NOTE: Leases, where cost is part of the consideration, <u>may not exceed 20 years</u> (including all option periods and the Day-to-Day Lease Extension period). However, "no cost leases" can be executed for the expected life of the system supported by the land lease. Delete last sentence for On-Airport is a no cost lease.</p> <p>Insert in all MOAs, this clause is labeled “Term and Conditions”. The term of</p> |

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|-----------------------|--------|-----|-----|---|---|
| | | | | | MOA is to be for the greatest number of years (life expectancy) of a FAA facility. |
| Title to Improvements | Oct-05 | N/A | N/A | M | Insert in all MOAs to define title to improvements. |
| FORMS | | | | | Any modifications or additions to this list must be signed by the lessor and the FAA. |
| List of Facilities | Oct-05 | N/A | N/A | M | |

LEGEND:

Mandatory- Clauses must be included in the lease/agreement without any changes unless other party is prohibited legally from executing the document with the provision as written. Clauses either mandated by law, set by legal precedent or established by FAA policy.

Recommended- These clauses provide protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECOs may tailor the recommended clause to meet a specific situation with deviations in wording approved by region/center legal.

Optional- RECO decides whether or not these clauses, or a modified version of these clauses, should be included in the lease. Deviations from the suggested wording should have the region/center legal approval.

N/A- Not Applicable

MOA The matrix currently reflects only the clauses that are mandatory for the agreement. However the RECO can work with their Regional Counsel on a case-by-case basis to add other clauses as needed.

Note All land leases may be augmented with additional clauses or special provisions with region/center legal approval. If any clauses are changed with the applicable concurrence, the RECO must remove the parenthetical date in the clause.

New Content: Real Estate Guidance :

Section 1.2 : Land Clause Matrix LAND LEASE CLAUSE MATRIX

| CLAUSE TITLE | DATE OF CLAUSE | ON AIRPORT | OFF AIRPORT | MEMORANDUM | PRESCRIPTION |
|--------------|----------------|------------|-------------|------------|--------------|
|--------------|----------------|------------|-------------|------------|--------------|

| | | | | OF AGREEMENT (MOA) | |
|--|--------|-----|---|-----------------------------------|--|
| Anti-Kickback | Oct-96 | M | M | M | Insert in all leases IAW 41 U.S.C. 51-58. In the MOA incorporated by reference. |
| Assignment of Claims | Oct-96 | N/A | R | N/A | Insert in all leases unless the terms of the lease prohibit assignment of claims. |
| Cancellation | Aug-02 | M | M | M | Insert in all leases and MOAs to preserve the Governments rights to terminate for our convenience. In the MOA this clause is inserted in the Terms and Condition clause. |
| Central Contractor Registration - Real Property | Oct-06 | M | M | N/A | Insert in all cost leases, unless the RECO grants an exception to use of CCR per provisions of Section 3.1.4.2. Clauses, Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property (Oct-06) and Certification of Registration in Central Contractor Registration (CCR) (October 2006) are also mandatory with this clause. If RECO documents and grants an exception to CCR Registration, Must delete these 3 clauses and insert Contractor Payment Information – Non-CCR (October 2006) |
| Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property | Oct-06 | M | M | N/A | Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR. |
| Certification of Registration in Central Contractor Registration | Oct-06 | M | M | N/A | Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR |

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| (CCR) | | | | | |
| Contractor Payment Information – Non-CCR | OCT-06 | M* | M* | N/A | *Insert in all leases where the CO has documented and granted an exception to use of CCR. If this clause is used, clauses: Central Contractor Registration - Real Property, Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property, and Certification of Registration in Central Contractor Registration (CCR) must be deleted from the contract. Also the vendor must submit any changes on completed and signed EFT Vendor Miscellaneous Form. |
| Consideration (Cost) | Aug-02 | M | M | N/A | Insert in all leases where we pay money for a lease term. This clause is required by the basic contracting principle that all leases must have clearly defined consideration. The dollar amount represents only the firm term portion of this lease. |
| Consideration (No Cost) | Aug-02 | M | M | M | Insert in all leases where we do not pay money for a lease term or for MOAs. This clause is required by the basic contracting principle that all leases must have clearly defined consideration. |
| Covenant Against Contingent Fees | Oct-96 | M | M | M | Insert in all leases IAW 41 USC 254. For MOA incorporated by reference. |
| Day-to-Day Lease Extension | Aug-02 | O | O | N/A | This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a lease where cost is the consideration or part of the consideration, the total term of the lease, <u>including the total NTE days included in this clause</u> must not exceed the twenty year FAA leasing authority (49 USC 40110). No cost leases can be executed for the expected life of the system supported by the land lease. |
| Payment by | Oct-06 | M | M | N/A | Insert in all "cost" leases IAW 31 U.S.C. |

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|--|--------|-----|-----|-----|--|
| Electronic Fund Transfer—Real Property | | | | | 333. |
| Examination of Records | Oct-96 | M | M | M | Insert in all leases. |
| FAA Facilities | Oct-05 | N/A | N/A | M | This clause must be inserted in all MOAs. It references the most recent Airport Layout Plan (ALP) and defines the list of facilities placed under this agreement. |
| Funding Responsibility For Government Facilities | Oct-96 | M | N/A | M | This clause must be inserted in all on airport leases. It ensures that the sponsor will pay for the relocation, replacement and/or modification of Government equipment unless the change is specifically requested in writing by the Government. |
| Hazardous Substance Contamination | May-00 | M* | N/A | M | Insert in all on airport leases and MOAs. This clause requires the lessor to hold the Government harmless for environmental contamination found in the property that is not associated with Government activity. Having this clause may allow the requiring office to waive the requirement to conduct an environmental due diligence audit (EDDA) prior to the property transaction (see FAA Order 1050.19B). If the lessor does not agree to this clause, an approved EDDA (or EDDA waiver) must be obtained prior to the real estate transaction. |
| Interest For Late Payments | Aug-02 | N/A | O | N/A | The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the lessor when negotiating an off airport lease. Since airports have an inherent benefit from installed FAA equipment, an added incentive is not needed for on airport leases. |
| Interference with Government Operations | Oct-96 | M | N/A | M | Insert in all <u>on airport</u> leases and MOAs. This clause ensures that the sponsor will conform to the approved airport layout Plan (ALP). The clause does not relieve the RECO of the |

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| | | | | | requirement to obtain real property rights for the technical clear zone. |
| Lease Succession | Aug-02 | M | M | M | Insert in follow-on contracts to track continuity of data. |
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| Notification of Change in Land Title | Aug-02 | M | M | N/A | Insert in all leases. This clause protects the lease rights of the Government in case of change in ownership of the property |
| Notices | Oct-96 | M | M | M | Insert in all leases and MOAs. This information is needed for contract administration; all contractual communication should be done through these contacts. A change in this information requires a contract modification. |
| Officials Not to Benefit | Oct-96 | M | M | M | Insert in all leases IAW 41 U.S.C. 22 |
| Premises | Aug-02 | M | M | N/A | Insert in all leases. This clause is required by the basic contracting principle that all leases must clearly define the leased premises. This should include a description of the leased air rights. |
| Purpose | Oct-05 | N/A | N/A | M | Insert in all MOAs to define the FAA air traffic activities with airport sponsor. |
| Contract Disputes | Nov-03 | M | M | | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
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| Quiet Enjoyment | Feb-04 | M | M | N/A | Insert in all leases. This clause is required by the basic contracting principle to protect the FAA's full rights to the property. |
| Renewal Options | Mar-04 | M | M | N/A | Insert in all leases that have Options in order to comply with basic contracting principle that all options must be clearly defined. RECO can modify the clause to reflect the correct number of lease options. NOTE: This clause requires the RECO to provide the lessor 60 days notice of the Government's intent to exercise the option or its intent to vacate the premises at the end of the current lease term. It also requires the RECO to send the lessor written documentation of the option exercise; it is our policy that a contract modification would be issued to document that the option has been exercised. |
| Restoration Clause – Alternate A | Jan-07 | O | N/A | O | This is an alternate restoration clause to be used for On-Airport Leases and MOAs. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause. |
| Restoration Clause – Alternate B | Jan-07 | N/A | O | N/A | This is an alternate restoration clause to be used for Off-Airport leases. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause. |
| Signature Block | Apr-04 | M | M | M | Insert in all leases and MOAs in order to comply with the basic contracting principle that all leases must be signed by authorized parties to the agreement. This clause must be modified to comply with recording requirements of the local jurisdiction, i.e. the local recording office may require the signature to be notarized. |

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|--|--------|-----|-----|-----|--|
| Subordination, Nondisturbance and Attornment | May-04 | M | M | N/A | Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment. |
| Term | Jun-04 | M | M | M | <p>Insert in all leases in order to comply with the basic contracting principle that all leases must have a clearly defined term. 1. <u>This clause is used in all firm term leases that will be incrementally funded; this is the preferred type of lease.</u> 2. This clause is also used in leases that are structured with options. In this case, the term set out in this clause is <u>only</u> the firm term part of the lease. NOTE: Leases, where cost is part of the consideration, <u>may not exceed 20 years</u> (including all option periods and the Day-to-Day Lease Extension period). However, "no cost leases" can be executed for the expected life of the system supported by the land lease. Delete last sentence for On-Airport is a no cost lease.</p> <p>Insert in all MOAs, this clause is labeled "Term and Conditions". The term of MOA is to be for the greatest number of years (life expectancy) of a FAA facility.</p> |
| Title to Improvements | Oct-05 | N/A | N/A | M | Insert in all MOAs to define title to improvements. |
| FORMS | Oct-05 | N/A | N/A | M | Any modifications or additions to this list must be signed by the lessor and the FAA. |
| List of Facilities | | | | | |

LEGEND:

Mandatory- Clauses must be included in the lease/agreement without any changes unless other party is prohibited legally from executing the document with the provision as written. Clauses mandated by law, set by legal precedent or established by FAA policy.

Recommended- These clauses provide protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECOs

may tailor the recommended clause to meet a specific situation with deviations in wording approved by region/center legal.

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Red Line Content: Real Estate Guidance :

Section 1.2 : Land Clause Matrix LAND LEASE CLAUSE MATRIX

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|---|----------------------|---------------|----------------|--|---|
| Anti-Kickback | Oct-96 | M | M | M | Insert in all leases IAW 41 U.S.C. 51-58. In the MOA incorporated by reference. |
| Assignment of Claims | Oct-96 | N/A | R | N/A | Insert in all leases unless the terms of the lease prohibit assignment of claims. |
| Cancellation | Aug-02 | M | M | M | Insert in all leases and MOAs to preserve <u>preserve</u> the Governments rights to terminate for our convenience. In the MOA this clause is inserted in the Terms and Condition clause. |
| Central Contractor Registration - | Oct-06 | M | M | N/A | Insert in all cost leases, unless the RECO grants a <u>an</u> exception to use of CCR per provisions of Section 3.1.4.2. Clauses, |

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|--|--------|----|----|-----|--|
| Real Property | | | | | <p>Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property (Oct-06) and</p> <p>Certification of Registration in Central Contractor Registration (CCR) (October 2006) are also mandatory with this clause. If RECO documents and grants an exception to CCR Registration, Must delete these 3 clauses and insert</p> <p>Contractor Payment Information – Non-CCR (October 2006)</p> |
| Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property | Oct-06 | M | M | N/A | Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR. |
| Certification of Registration in Central Contractor Registration (CCR) | Oct-06 | M | M | N/A | Must be included with CCR Clause above or deleted if CO grants an exception to use of CCR |
| Contractor Payment Information – Non-CCR | OCT-06 | M* | M* | N/A | <p>*Insert in all leases where the CO has documented and granted an exception to use of CCR. If this clause is used, clauses: Central Contractor Registration - Real Property,</p> <p>Contractor Identification Number—Data Universal Numbering System (DUNS) Number - Real Property, and</p> <p>Certification of Registration in Central Contractor Registration (CCR), must be deleted from the contract. Also the vendor must submit any changes on completed and signed EFT Vendor Miscellaneous Form.</p> |

| | | | | | |
|---|--------|-----|-----|-------------------------|--|
| Consideration (Cost) | Aug-02 | M | M | N/A | Insert in all leases where we pay money for a lease term. This clause is required by the basic contracting principle that all leases must have clearly defined consideration. The dollar amount represents only the firm term portion of this lease. |
| Consideration (No Cost) | Aug-02 | M | M | M | Insert in all leases where we do not pay money for a lease term or for MOAs. This clause is required by the basic contracting principle that all leases must have clearly defined consideration. |
| Covenant Against Contingent Fees | Oct-96 | M | M | M | Insert in all leases -IAW 41 USC 254. For MOA incorporated by reference. |
| Day-to-Day Lease Extension | Aug-02 | O | O | N/A | This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a lease where cost is the consideration or part of the consideration, <u>the total term of the lease, including the total NTE days included in this clause</u> must not exceed the twenty year FAA leasing authority (49 USC 40110). No cost leases can be executed for the expected life of the system supported by the land lease. |
| Payment by Electronic Fund Transfer—Real Property | Oct-06 | M | M | N/A | Insert in all "cost" leases IAW 31 U.S.C. 333. |
| Examination of Records | Oct-96 | M | M | N/A <u>M</u> | Insert this clause in all "cost" type leases where the lease payment is dependent on some variable cost such as taxes. THIS CLAUSE SHOULD NOT BE USED IN FIXED PRICE LEASES. |
| FAA Facilities | Oct-05 | N/A | N/A | M | This clause must be inserted in all MOAs. It references the most recent Airport Layout Plan (ALP) and defines the list of facilities placed under this agreement. |
| Funding Responsibility For Government Facilities | Oct-96 | M | N/A | M | This clause must be inserted in all on airport leases. It ensures that the sponsor will pay for the relocation, replacement and/or modification of |

| | | | | | |
|-----------------------------------|--------|-----|-------------------------|-----|---|
| | | | | | Government Government equipment unless the change is specifically requested in writing by the Government. |
| Hazardous Substance Contamination | May-00 | M* | 0 <u>N/A</u> | M | <p>1) *Per FAA Order 1050.19, Environmental Due Diligence Audits (EDDA) in the Conduct of FAA Real Property Transactions, this clause must be used<u>Insert</u> in all on airport leases unless a Phase I EDDA and <u>is MOAs.</u> completed prior to <u>This clause requires</u> the lease. Also according lessor to the EDDA order hold the Government 1050.19a, <u>harmless</u> dated October 15 <u>for environmental contamination</u> 2003, found page in 2, the PAR 4 paragraph <u>property that is 5-not</u> Clauses and <u>associated with</u> Letters, <u>Government</u> <u>activity</u>. (1)(a): If you are cannot obtain the last sentence <u>of the Having this</u> clause shown in <u>may</u> italics <u>allow</u> (the hold harmless <u>requiring office</u> wording) <u>to</u> then you must have either have a signed Transaction Screen <u>waive the requirement to conduct an environmental due diligence audit</u> (if appropriate) and/or EDDA) before signing <u>prior to</u> the MOA <u>property</u> with <u>transaction</u> new (see FAA facilities <u>Order 1050.19B</u>). (Consult your <u>If</u> EDDA Order and your local expert Engineer <u>the lessor does not agree to this in clause, environmental an work</u>.)</p> <p>2) <u>approved</u> Since <u>EDDA</u> an (or EDDA is <u>waiver</u>) always <u>must</u> required <u>be obtained</u> prior to leasing Off-Airport properties, this clause is not applicable to <u>the</u> off airport leases <u>real estate transaction</u>.</p> |
| Interest For Late Payments | Aug-02 | N/A | O | N/A | The AMS expts <u>exempts</u> the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the lessor when negotiating an off airport lease. Since airports have an inherent benefit from installed FAA equipment, an added incentive is not needed for on airport leases. |

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|---|---------------------|----------------------------|----------------------------|-----------------------|---|
| Interference with Government Operations | Oct-96 | M | N/A | M | Insert in all <u>on airport</u> leases and MOAs. This clause ensures that the sponsor will conform with <u>to</u> the approved airport layout Plan (ALP). The clause does not relieve the RECO of the requirement to obtain real property rights for the technical clear zone. |
| Lease Succession | Aug-02 | R <u>M</u> | R <u>M</u> | M | Insert in follow-on contracts to track continuity of data. |
| Non-Restoration | Oct-96 | M | M | R <u>M</u> | <p>Insert in all leases where the Government has no intention of restoring the premises and may abandon the equipment. This clause is needed to clearly convey the Governments intentions and the agreement between the parties upon termination or expiration of the lease. It is the policy of the FAA not to restore.</p> <p>This clause is recommended to be used in a MOA; however the RECO can remain silent on this clause if the airport sponsor will agree.</p> |
| Notification of Change in Land Title | Aug-02 | M | M | N/A | Insert in all leases. This clause protects the lease rights of the Government in case of change in ownership of the property |
| Notices | Oct-96 | M | M | M | Insert in all leases and MOAs - . This information is needed for contract administration; all contractual communication should be done through these contacts. Changes <u>A change</u> in this information requires a contract modification. |
| Officials Not to Benefit | Oct-96 | M | M | M | Insert in all leases IAW 41 U.S.C. 22 |
| Premises | Aug-02 | M | M | N/A | Insert in all leases. This clause is required by the basic contracting principle that all leases must clearly define the leased premises. This should include a description of the leased air rights. |
| Purpose | Oct-05 - | - <u>N/A</u> | - <u>N/A</u> | M | Insert in all MOAs to define the FAA air traffic activities with airport sponsor. |

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|----------------------------------|--------|-----------------------|-----------------------|------------|---|
| Contract Disputes | Nov-03 | M | M | | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Protest | Nov-03 | M | M | | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Quiet Enjoyment | Feb-04 | M | M | <u>N/A</u> | Insert in all leases. This clause is required by the basic contracting principle to protect the -FAA's full rights to the property. |
| Renewal Options | Mar-04 | R <u>M</u> | R <u>M</u> | N/A | Insert in all leases that have Options in order to comply with basic contracting principle that all options must be clearly defined. RECO can modify the clause to reflect the correct number of lease options. NOTE: This clause requires the RECO to provide the lessor 60 days notice of the Government's intent to exercise the option or its intent to vacate the premesis <u>premises</u> at the end of the current lease term. It also requires the RECO to send the lessor written documentation of the option exercise; it is our policy that a contract modification would be issued to document that the option has been exercised. |
| Restoration Clause – Alternate A | Jan-07 | O | N/A | O | This is an alternate restoration clause to be used for On-Airport Leases and MOAs. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause. |
| Restoration Clause – Alternate B | Jan-07 | N/A | O | N/A | This is an alternate restoration clause to be used for Off-Airport leases. The policy is still not to restore however this clause may be used on a case by case basis when non-restoration is not feasible or appropriate. Also need to get the LOB to provide written concurrence on this alternate clause. |
| Signature Block | Apr-04 | M | M | M | Insert in all leases and MOAs in order to comply with the basic contracting principle that all leases must be signed |

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| | | | | | by authorized parties to the agreement. This clause must be modified to comply with recording requirements of the local jurisdiction, i.e. the local recording office may require the signature to be notarized. |
| Subordination, Nondisturbance and Attornment | May-04 | M | M | <u>N/A</u> | Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance and/or attornment. |
| Term | Jun-04 | M | M | M | <p>Insert in all leases in order to comply with the basic contracting principle that all leases must have a clearly defined term. 1. <u>This clause is used in all firm term leases that will be incrementally funded; this is the preferred type of lease.</u> 2. This clause is also used in leases that are structured with options. In this case, the term set out in this clause is <u>only</u> the firm term part of the lease. NOTE: Leases, where cost is part of the consideration, <u>may not exceed 20 years</u> (including all option periods and the Day-to-Day Lease Extension period). However, "no cost leases" can be executed for the expected life of the system supported by the land lease. Delete last sentence for On-Airport is a no cost lease.</p> <p>Insert in all MOAs, this clause is labeled "Term and Conditions". The term of MOA is to be for the greatest number of years (life expectancy) of a FAA facility.</p> |
| Title to Improvements | Oct-05 | N/A | N/A | M | Insert in all MOAs to define title to improvements. |
| FORMS | Oct-05 | N/A | N/A | M | Any modifications or additions to this list must be signed by the lessor and the FAA. |
| List of Facilities | | | | | |

LEGEND:

Mandatory- Clauses must be included in the lease/agreement without any changes unless other party is prohibited

legally from executing the document with the provision as written. Clauses ~~either~~ mandated by law, set by legal precedent or established by FAA policy.

Recommended- These clauses provide protection to the government. These clauses, or a modified version, should be used in all applicable ~~circumstances~~ circumstances. RECOs may tailor the recommended clause to meet a specific situation with deviations in wording approved by region/center legal.

Optional- RECO decides whether or not these clauses, or a modified version of these clauses, should be included in the lease. Deviations from the suggested wording should have the region/center legal approval.

N/A- Not Applicable

MOA The matrix currently reflects only the clauses that are mandatory for the agreement. However the RECO can work with their Regional Counsel on a case-by-case basis to add other clauses as needed.

Note All land leases may be augmented with additional clauses or special provisions with region/center legal approval. If any clauses are changed with the applicable concurrence, the RECO must remove the parenthetical date in the clause.

Section 3.1.6 : Real Property Physical Inventories and Records

Old Content: Real Estate Guidance :

Section 3.1.6 : Real Property Physical Inventories and Records

This section is to provide guidance and outline responsibilities for conducting real property inventories and for updating real property records to reflect the inventory results.

Authority

Conducting physical inventory is necessary to achieve appropriate accountability and control over the FAA's real property assets. The physical inventory establishes a direct relationship between actual and recorded assets and ensures that asset transactions have been properly

recorded in the real property records database. In compliance with the President's Management Agenda initiative and the Federal Real Property Council (pursuant to the Executive Order 13327), the Department of Transportation is required to submit valid real property data at the end of each fiscal year to the Office of Management and Budget.

Standard

A physical inventory of 1/3rd of a service area's (legacy regions under them)/center's real property assets (defined as Properties and Improvements) should be conducted annually. Inventory should be performed beginning with the most valuable facilities (with a minimum \$200,000 value, defined by the total Value of that Facility) – this Value being defined as the Plant Replacement Value for Owned Assets and the Annual Rental for Leased Assets -- in the first year, then pick up subsequent assets for years 2 and 3. Additionally, all assets on any location (defined by the ATID) should be inventoried simultaneously so that there are no repeated visits to the same location. This will result in a 100% inventory of all FAA's owned and leased assets every 3 years in the Real Estate Management System (REMS).

Responsibilities

The FAA organizations/personnel involved in the annual physical inventory effort should include:

Applications and Inventory Division (ALO-300) at Headquarters initiates the annual physical inventory and assigns a national real property inventory coordinator (NRPIC).

National Real Property Inventory Coordinator (NRPIC) coordinates the overall physical inventory, issues detailed instructions to the service areas (legacy regions under them)/centers, supports the service areas (legacy regions under them)/centers real property inventory coordinators, reports on the final results, and coordinates with ATC Facilities Office (AJW-2) regarding ATO inventory tasks.

ARC's Service Areas (legacy regions under them)/Centers Logistics Division appoints a real estate staff member as Service Area (legacy regions under them)/Center Real Property Inventory Coordinator (RPIC).

Service Area (legacy regions under them)/Center Real Property Inventory Coordinators (RPIC) coordinate the physical inventory effort in their area/region/center with ATO's Business Services Group Team member, distribute inventory asset lists and instructions to Business Services Group Team Member, follow up on results, adjust the real property records database to reflect the results, and verify results from a sample of 10% of inventoried assets for accuracy.

ATO Headquarters Real Property Inventory Coordinator (AJW-24) identifies ATO offices involved with inventory validation, and coordinates with NRPIC on inventory tasks.

ATO Service Center (AJO2-E/AJO2-C/AJO2-W) designates a Business Service Group real property inventory team member.

Business Services Group (BSG) Team Member (AJO2-E4/AJO2-C4/AJO2-W4) identifies contacts to ARC's Service Areas/Centers Real Property Inventory Coordinators, distributes inventory asset lists and detailed instructions to District Office Representative, collects inventoried asset lists results from DO, and follows up on issues related to getting the job done.

District Office (DO) Representatives in the regions distribute inventory asset lists to the field personnel (inventory takers) that will physically observe the sites to be inventoried; and return the inventoried asset lists results to BSG Team Member.

Inventory Takers in the regions physically observe the inventory sites and record observations on the inventory data collection sheets. The inventory data collection sheets are then returned to the District Office Representatives.

Facility Management Staff at the Mike Monroney Aeronautical Center (AMC) and William J. Hughes Technical Center (ACT) physically observe the inventory sites and record observations in the REMS Inventory Module.

Office of Financial Management - Property Control and Analysis Division (AFM-500) updates the real property records in DELPHI to reflect inventory results.

Procedures

The annual inventory should be comprised of the following five key procedures. The first three procedures are the responsibility of the service areas (legacy regions under them)/centers, lead by the ARC's Real Estate organization in each service area (legacy regions under them)/center. The final two processes are the responsibility of the Applications and Inventory Division in Headquarters (ALO-300).

1. Conducting a physical inventory of one third of a service area (legacy regions under them)/centers real property assets.
2. Conducting an internal verification of the inventory results.
3. Updating the real property records in the REMS database and DELPHI database, when requested, to reflect the inventory results.
4. Coordinate with the Office of Financial Management – Property Control and Analysis Division (AFM-500) to ensure those found-on-site assets, and other assets requiring DELPHI recordation assistance are updated in DELPHI.
5. Consolidating and reporting on the results and initiating corrective action where necessary to address opportunities identified as a result of the inventory.

Each of these key procedures is described in detail, in order of occurrence, below.

Procedure 1

- Inventory Takers for each site in the region (facilities management staff at the centers), follow the instructions and determine if the listed land, buildings and other structures still exist, and if they do, if they are in use. If the inventory taker/facilities management staff

determines that an asset status needs to be changed to excess, because it is no longer in use or that an asset should be deleted because it has been removed or sold, then the name of a contact person that could provide the appropriate paperwork should be listed in the remarks column. The inventory taker/facilities management staff also indicates on the list (or REMS Inventory Module) any corrections to the information for each asset. The inventory taker/facilities management staff also looks to see if there are any buildings or other structures on the site that are not on the inventory list or if there are land assets not listed. If (found) assets are identified, they are added to the bottom of the list, if spreadsheet is provided (or to the appropriate section in the REMS Inventory Module) and with as much information known about the asset as outlined on the list's data elements (e.g. installation date, etc.) The Inventory taker/facilities management staff will forward the completed inventory list through the DO's to the Service Areas (legacy regions under them)/Centers Real Property Inventory Coordinators. The facilities management staff at the AMC and ACT forward the completed inventory list -- via the REMS Inventory Module -- directly to the National Real Property Inventory Coordinator.

Procedures 2 and 3

- Service Area (legacy regions under them)/Center Real Property Inventory Coordinator then updates REMS to:
 - validates and records corrections to asset/improvement information;
 - retires assets/improvements that no longer exist;
 - changes the status of assets no longer in use to excess;
 - adds assets/improvements found on inventory;
 - forwards documentation, if necessary, to support adjustments to the accounting records; and
 - ensures quarterly milestones of completed inventory are met.

Procedures 4 and 5

- National Real Property Inventory Coordinator at headquarters:
 - tracks responsiveness;
 - reviews and summarizes the results of the physical inventory;
 - identifies opportunities to improve the inventory taking process;
 - identifies opportunities to improve asset management practices; and

- issues a report to ALO management and the service areas (legacy regions under them)/centers administrators, commenting on the apparent strength of current management and control processes and recommending changes, if deemed appropriate.

New Content: Real Estate Guidance :

Section 3.1.6 : Real Property Physical Inventories and Records

This section is to provide guidance and outline responsibilities for conducting real property inventories and for updating real property records to reflect the inventory results.

Authority

Conducting physical inventory is necessary to achieve appropriate accountability and control over the FAA's real property assets. The physical inventory establishes a direct relationship between actual and recorded assets and ensures that asset transactions have been properly recorded in the real property records database. In compliance with the President's Management Agenda initiative and the Federal Real Property Council (pursuant to the Executive Order 13327), the Department of Transportation is required to submit valid real property data at the end of each fiscal year to the Office of Management and Budget.

Standard

A physical inventory of 1/3rd of a service area's (legacy regions under them)/center's real property assets (defined as Properties and Improvements) should be conducted annually. The first cycle (FY 2008) Inventory was performed beginning with the most valuable facilities defined by the total Value of that Facility (the Facilities needed to have at least one Property valued at \$200,000) – this Value being defined as the Plant Replacement Value for Owned Assets and the Annual Rental for Leased Assets - then pick up subsequent assets for years 2 and 3. Additionally, all assets on any location (defined by the ATID) should be inventoried simultaneously so that there are no repeated visits to the same location. This will result in a 100% inventory of all FAA's owned and leased assets every 3 years in the Real Estate Management System (REMS).

Responsibilities

The FAA organizations/personnel involved in the annual physical inventory effort should include:

Applications and Inventory Division (ALO-300) at Headquarters initiates the annual physical inventory and assigns a national real property inventory coordinator (NRPIC).

National Real Property Inventory Coordinator (NRPIC) coordinates the overall physical inventory, issues detailed instructions to the service areas (legacy regions under them)/centers, supports the service areas (legacy regions under them)/centers real property inventory coordinators, reports on the final results, and coordinates with ATC Facilities Office (AJW-2) regarding ATO inventory tasks.

ARC's Service Areas (legacy regions under them)/Centers Logistics Division appoints a real estate staff member as Service Area (legacy regions under them)/Center Real Property Inventory Coordinator (RPIC).

Service Area (legacy regions under them)/Center Real Property Inventory Coordinators (RPIC) coordinate the physical inventory effort in their area/region/center with ATO's Business Services Group Team member, distribute inventory asset lists and instructions to Business Services Group Team Member, follow up on results, adjust the real property records database to reflect the results, and verify results from a sample of 10% of inventoried assets for accuracy.

ATO Headquarters Real Property Inventory Coordinator (AJW-24) identifies ATO offices involved with inventory validation, coordinates with NRPIC on inventory tasks, and provides Inventory Taker/technician support.

ATO Service Center (AJV2-E/AJV2-C/AJV2-W) designates a Business Service Group real property inventory team member.

Business Services Group (BSG) Team Member (AJV-E4/AJV-C4/AJV-W4) identifies contacts to ARC's Service Areas/Centers Real Property Inventory Coordinators, distributes inventory asset lists and detailed instructions to Program Operations Group (POG) NAS Logistics Managers and District Office (DO)/System Support Center (SSC) Managers, collects inventoried asset lists results from Logistics Management Specialist / Logistics Program Coordinator assigned to assist and advise the Custodians in the District Offices / System Support Centers, and follows up on issues related to getting the job done.

Program Operations Group (POG) NAS Logistics Managers (AJW-W23 / AJW-C23 / AJW-E23) assigns a Logistics Management Specialist (LMS) / Logistics Program Coordinator (LPC) to advise and assist the District Office/System Support Center Manager, who are the custodians, in validating, researching and documenting any changes to the asset records. Once an assignment is made, the BSG, ARC and custodians work with that designated LMS/LPC on any issues. The LMS/LPC reviews the inventoried list for clarity and completeness and returns it through the BSG to ARC. In some cases, the LMS/LPC may also be the Inventory Taker.

District Office (DO) / System Support Center

Representatives (SSC) (i.e., the real property custodians in their field facilities): distribute inventory asset lists to their designated inventory taker(s) that will physically observe the sites to be inventoried; and return the inventoried asset lists results to BSG Team Member. In some cases, the SSC Manager might be the inventory taker, or they may request assistance from the Program Operations Group Manager to have an LMS or LPC take the inventory.

Inventory Recorders (authorized and trained on the REMS Inventory Module System) in the regions record observations from the inventory data collection sheets received from Inventory Takers. It is possible that the Inventory Recorder and the Inventory Taker is the same person. In that regard, the Inventory Recorder will record their inventory results directly in the Inventory Module System.

Inventory Takers in the regions physically observe the inventory sites and record observations on the inventory data collection sheets. The inventory data collection sheets are then returned to the assigned LMS/LPC, who reviews for accuracy, and forwards through the BSG to ARC for processing.

Facility Management Staff at the Mike Monroney Aeronautical Center (AMC) and William J. Hughes Technical Center (ACT) physically observe the inventory sites and record observations in the REMS Inventory Module.

Office of Financial Management - Property Control and Analysis Division (AFM-500) updates the real property records in Delphi to reflect inventory results.

Procedures

The annual inventory should be comprised of the following five key procedures. The first three procedures are the responsibility of the service areas (legacy regions under them)/centers, lead by the ARC's Real Estate organization in each service area (legacy regions under them)/center. The final two processes are the responsibility of the Applications and Inventory Division in Headquarters (ALO-300).

1. Conduct a physical inventory of 1/3rd of a service area (legacy regions under them)/centers real property assets.
2. Conduct an internal verification of the inventory results.
3. Verify updates of the real property records in the REMS database and Delphi database, when requested, to ensure inventory results are reflected.
4. Coordinate with the Office of Financial Management – Property Control and Analysis Division (AFM-500) to ensure those found-on-site assets, and other assets requiring DELPHI recordation assistance are updated in Delphi.
5. Consolidate and report on the results and initiate corrective action where necessary to address opportunities identified as a result of the inventory.

Each of these key procedures is described in detail, in order of occurrence, below.

Procedure 1

Inventory Takers (and where applicable, Inventory Recorder) for each site in the region (facilities management staff at the centers), follow the instructions and determine if the listed land, buildings and other structures still exist, and if they do, whether they are in use. If the Inventory Taker/Facilities Management Staff determines that an asset status needs to be changed to excess, because it is no longer in use or that an asset should be deleted because it has been removed or sold, then the name of a contact person that could provide the appropriate paperwork should be listed in the remarks column. And when possible, forward the supporting disposal form with the completed inventory spreadsheet. The Inventory Taker/Facilities Management Staff also indicates on the list (or REMS Inventory Module) any corrections to the information for each asset. The Inventory Taker/Facilities Management Staff looks to see if there are any buildings, land assets, or other structures on the site that are not on the inventory list. If (found) assets are identified, they are added to the bottom of the list, if spreadsheet is provided (or to the appropriate section in the REMS Inventory Module) and with as much information known about

the asset as outlined on the list's data elements (e.g. installation date, etc.) The Inventory Taker/Facilities Management Staff will forward the completed inventory list through the DO/SSC's to the Service Areas (legacy regions under them)/Centers Real Property Inventory Coordinators. The Facilities Management Staff at the AMC and ACT forward the completed inventory list -- via the REMS Inventory Module -- directly to the National Real Property Inventory Coordinator.

Procedures 2 and 3

Service Area (legacy regions under them)/Center Real Property Inventory Coordinator then updates REMS to:

1. validates and records corrections to asset/improvement information;
2. retires assets/improvements that no longer exist;
3. changes the status of assets no longer in use to excess;
4. adds assets/improvements found on inventory;
5. forwards documentation, if necessary, to support adjustments to the accounting records; and
6. ensures quarterly milestones of completed inventory are met.

Procedures 4 and 5

National Real Property Inventory Coordinator at headquarters:

1. tracks responsiveness
2. reviews and summarizes the results of the physical inventory;
3. identifies opportunities to improve the inventory taking process;
4. identifies opportunities to improve asset management practices; and
5. issues a report to ALO management and the service areas (legacy regions under them)/centers administrators, commenting on the apparent strength of current management control processes and recommending changes, if deemed appropriate.

Red Line Content: Real Estate Guidance :

Section 3.1.6 : Real Property Physical Inventories and Records

This section is to provide guidance and outline responsibilities for conducting real property inventories and for updating real property records to reflect the inventory results.

Authority

Conducting physical inventory is necessary to achieve appropriate accountability and control over the FAA's real property assets. The physical inventory establishes a direct relationship between actual and recorded assets and ensures that asset transactions have been properly recorded in the real property records database. In compliance with the President's Management Agenda initiative and the Federal Real Property Council (pursuant to the Executive Order 13327), the Department of Transportation is required to submit valid real property data at the end of each fiscal year to the Office of Management and Budget.

Standard

A physical inventory of 1/~~3rd~~^{3rd} of a service area's (legacy regions under them)/center's real property assets (defined as Properties and Improvements) should be conducted annually. ~~Inventory should~~^{The first be cycle (FY 2008) Inventory was} performed beginning with the most valuable facilities (~~with a minimum \$200,000 value,~~ defined by the total Value of that Facility (the Facilities needed to have at least one Property valued at \$200,000) – this Value being defined as the Plant Replacement Value for Owned Assets and the Annual Rental for Leased Assets ~~—in the first year,~~ then pick up subsequent assets for years 2 and 3. Additionally, all assets on any location (defined by the ATID) should be inventoried simultaneously so that there are no repeated visits to the same location. This will result in a 100% inventory of all FAA's owned and leased assets every 3 years in the Real Estate Management System (REMS).

Responsibilities

The FAA organizations/personnel involved in the annual physical inventory effort should include:

Applications and Inventory Division (ALO-300) at Headquarters initiates the annual physical inventory and assigns a national real property inventory coordinator (NRPIC).

National Real Property Inventory Coordinator (NRPIC) coordinates the overall physical inventory, issues detailed instructions to the service areas (legacy regions under them)/centers, supports the service areas (legacy regions under them)/centers real property inventory coordinators, reports on the final results, and coordinates with ATC Facilities Office (AJW-2) regarding ATO inventory tasks.

ARC's Service Areas (legacy regions under them)/Centers Logistics Division appoints a real estate staff member as Service Area (legacy regions under them)/Center Real Property Inventory Coordinator (RPIC).

Service Area (legacy regions under them)/Center Real Property Inventory Coordinators (RPIC) coordinate the physical inventory effort in their area/region/center with ATO's Business Services Group Team member, distribute inventory asset lists and instructions to Business Services Group Team Member, follow up on results, adjust the real property records database to reflect the results, and verify results from a sample of 10% of inventoried assets for accuracy.

ATO Headquarters Real Property Inventory Coordinator (AJW-24) identifies ATO offices involved with inventory validation, ~~and~~ coordinates with NRPIC on inventory tasks, and provides Inventory Taker/technician support.

ATO Service Center (~~AJO2~~^{AJV2}-E/~~AJO2~~^{AJV2}-C/~~AJO2~~^{AJV2}-W) designates a Business Service Group real property inventory team member.

Business Services Group (BSG) Team Member (~~AJO2~~^{AJV}-E4/~~AJO2~~^{AJV}-C4/~~AJO2~~^{AJV}-W4) identifies contacts to ARC's Service Areas/Centers Real Property Inventory Coordinators, distributes inventory asset lists and detailed instructions to Program Operations Group (POG) NAS Logistics Managers and District Office ~~Representative~~^(DO)/System Support Center (SSC)

Managers, collects inventoried asset lists results from ~~DO~~ Logistics Management Specialist / Logistics Program Coordinator assigned to assist and advise the Custodians in the District Offices / System Support Centers, and follows up on issues related to getting the job done.

Program Operations Group (POG)NAS Logistics Managers (AJW-W23 / AJW-C23 / AJW-E23) assigns a Logistics Management Specialist (LMS) / Logistics Program Coordinator (LPC) to advise and assist the District Office/System Support Center Manager, who are the custodians, in validating, researching and documenting any changes to the asset records. Once an assignment is made, the BSG, ARC and custodians work with that designated LMS/LPC on any issues. The LMS/LPC reviews the inventoried list for clarity and completeness and returns it through the BSG to ARC. In some cases, the LMS/LPC may also be the Inventory Taker.

District Office (DO)/ System Support Center Representatives in (SSC) (i.e., the regions real property custodians in their field facilities): distribute inventory asset lists to ~~the field~~ their personnel designated (inventory takers ~~taker(s)~~) that will physically observe the sites to be inventoried; and return the inventoried asset lists results to BSG Team Member. In some cases, the SSC Manager might be the inventory taker, or they may request assistance from the Program Operations Group Manager to have an LMS or LPC take the inventory.

Inventory Recorders (authorized and trained on the REMS Inventory Module System) in the regions record observations from the inventory data collection sheets received from Inventory Takers. It is possible that the Inventory Recorder and the Inventory Taker is the same person. In that regard, the Inventory Recorder will record their inventory results directly in the Inventory Module System.

Inventory Takers in the regions physically observe the inventory sites and record observations on the inventory data collection sheets. The inventory data collection sheets are then returned to the ~~District~~ assigned Office LMS/LPC, Representatives who reviews for accuracy, and forwards through the BSG to ARC for processing.

Facility Management Staff at the Mike Monroney Aeronautical Center (AMC) and William J. Hughes Technical Center (ACT) physically observe the inventory sites and record observations in the REMS Inventory Module.

Office of Financial Management - Property Control and Analysis Division (AFM-500) updates the real property records in DELPHI to reflect inventory results.

Procedures

The annual inventory should be comprised of the following five key procedures. The first three procedures are the responsibility of the service areas (legacy regions under them)/centers, lead by the ARC's Real Estate organization in each service area (legacy regions under them)/center. The final two processes are the responsibility of the Applications and Inventory Division in Headquarters (ALO-300).

1. Conducting ~~Conduct~~ a physical inventory of ~~one third~~ 1/3rd of a service area (legacy regions under them)/centers real property assets. ~~Conducting~~

2. Conduct an internal verification of the inventory results. ~~Updating~~
3. Verify updates of the real property records in the REMS database and DELPHI database, when requested, to ~~reflect the~~ **ensure** inventory results **are reflected**.
4. Coordinate with the Office of Financial Management – Property Control and Analysis Division (AFM-500) to ensure those found-on-site assets, and other ~~-~~ assets requiring DELPHI recordation assistance are updated in DELPHI. ~~Consolidating~~
5. Consolidate and ~~reporting~~ **report** on the results and ~~initiating~~ **initiate** corrective action where necessary to address opportunities identified as a result of the inventory. ~~Each~~
Each of these key procedures is described in detail, in order of occurrence, below.-

Procedure 1

- Inventory Takers **(and where applicable, Inventory Recorder)** for each site in the region (facilities management staff at the centers), follow the instructions and determine if the listed land, buildings and other structures still exist, and if they do, ~~if~~ **whether** they are in use. If the ~~inventory~~ **Inventory** ~~taker~~ **Taker** ~~facilities~~ **Facilities** ~~management staff~~ **Management Staff** determines that an asset status needs to be changed to excess, because it is no longer in use or that an asset should be deleted because it has been removed or sold, then the name of a contact person that could provide the appropriate paperwork should be listed in the remarks column. ~~The~~ **And when possible, forward the supporting disposal form with the completed** ~~takers~~ **spreadsheet. The Inventory Taker** ~~facilities management staff~~ **Facilities Management Staff** also indicates on the list (or REMS Inventory Module) any corrections to the information for each asset. The ~~inventory~~ **Inventory** ~~taker~~ **Taker** ~~facilities management~~ **Facilities** ~~staff~~ **Management** ~~also~~ **Staff** looks to see if there are any buildings, **land assets**, or other structures on the site that are not on the inventory list ~~or if there are land assets not listed~~. If (found) assets are identified, they are added to the bottom of the list, if spreadsheet is provided (or to the appropriate section in the REMS Inventory Module) and with as much information known about the asset as outlined on the list's data elements (e.g. installation date, etc.) ~~The~~ Inventory ~~taker~~ **Taker** ~~facilities~~ **Facilities** ~~management staff~~ **Management Staff** will forward the completed inventory list through the DO/**SSC**'s to the Service Areas (legacy regions under them)/Centers Real Property Inventory Coordinators. The ~~facilities management staff~~ **Facilities Management Staff** at the AMC and ACT forward the completed inventory list -- via the REMS Inventory Module -- directly to the National Real Property Inventory Coordinator.

Procedures 2 and 3

- Service Area (legacy regions under them)/Center Real Property Inventory Coordinator then updates REMS to:-
 - ~~1.~~ **1.** -validates and records corrections to asset/improvement information;_____
 - ~~2.~~ **2.** -retires assets/improvements that no longer exist;_____
 - ~~3.~~ **3.** -changes the status of assets no longer in use to excess;_____
 - ~~4.~~ **4.** -adds assets/improvements found on inventory;_____
 - ~~5.~~ **5.** -forwards documentation, if necessary, to support adjustments to the accounting records; and_____
 - ~~6.~~ **6.** -ensures quarterly milestones of completed inventory are met.

Procedures 4 and 5

- National Real Property Inventory Coordinator at headquarters:_____

1. -tracks responsiveness;_____
2. -reviews and summarizes the results of the physical inventory;_____
3. -identifies opportunities to improve the inventory taking process;_____
4. -identifies opportunities to improve asset management practices; and_____
5. -issues a report to ALO management and the service areas (legacy regions under them)/centers administrators, commenting on the apparent strength of- current management and control processes and recommending changes, if deemed appropriate.

Section 1.2.1 : Outgrant Clause Matrix

Old Content: Real Estate Guidance :

Section 1.2.1 : Outgrant Clause Matrix

OUTGRANT CLAUSE MATRIX

| CLAUSE TITLE | DATE OF CLAUSE | OUTGRANT LICENSE for Non-Feds | OUTGRANT PERMIT for FEDS or Other Government | PRESCRIPTION |
|--|----------------|-------------------------------|--|--|
| Anti-Kickback | Jan-07 | M | | Insert in all Outgrant License. |
| Assignment of Outgrant | Jan-07 | | M | The Outgrant Permit is not assignable to a third party. |
| Breach of Contract (Otherwise known as Cancellation) | Jan-07 | M | M | The Outgrant Permit can be terminated or cancelled by the FAA. |
| Consideration (Cost) | Jan-07 | M | M | Insert in all outgrants where “fee for use” is received. If outgrant (license or permit) need to put reimbursable number in parenthesis. |
| Consideration (No Cost) | Jan-07 | M | M | Insert in all outgrants where we do receive “fee for use”. |
| Compliance | Jan-07 | M | | For clauses A5 and B1 in Outgrant License, licensee is required to comply with all conditions or restrictions. |
| Covenant Against Contingent Fees | Jan-07 | M | | Insert in all Outgrant License. |
| Damage | Jan-07 | M | M | No FAA property shall be damaged by the outgrant licensee or permittee. |
| Governing Law | Jan-07 | M | M | The Outgrant License and Permit shall be governed by Federal Law. |

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|---|--------|---|---|--|
| Indemnification | Jan-07 | M | O | Outgrant Licensee and Permittee agrees to hold harmless the FAA, its officers, agents and employees. |
| Interference with Government Operations | Jan-07 | M | M | This clause in Outgrant License is referred to “common impact to a FAA facility” (clause A6) and clause #4 for Outgrant Permit. |
| Laws and Ordinances | Jan-07 | M | | In the Outgrant License, the licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus. |
| Liable to Third Parties | Jan-07 | R | R | In the Outgrant License and Permit, licensee and permittee are liable to the third parties for any damage by hazards placed on the FAA property. |
| Maintenance | Jan-07 | M | M | The Outgrant License and Permit, the licensee and permittee is required to maintain the demised premises and shall schedule with the government representative any proposed installation or maintenance. |
| Notices | Jan-07 | M | M | Insert in all outgrants. This information is needed for contract administration; all contractual communication should be done through these contacts. Changes in this information require a contract modification. |
| Officials Not to Benefit | Jan-07 | M | | Insert in all outgrant license. |
| Operations | Jan-07 | M | M | The outgrant licensee and permittee shall confine activities or construction to the facility stated in the outgrant as stated in the license and permit. |
| Premises | Jan-07 | M | M | In Outgrant License and Permit known as description of premises. |
| Purpose | Jan-07 | M | M | Insert in all outgrants to define the FAA asset. |
| Contract Disputes | Jan-07 | M | M | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Restoration – Outgrant | Jan-07 | M | | Required for all Outgrant Licenses, the licenses shall restore the demised |

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| | | | | premises. |
| Security of Premises | Jan-07 | M | | In the Outgrant License and Permit, the licensee and the permittee is required to provide adequate security for the demised premises (clause A8). |
| Signature Block | Jan-07 | M | M | All outgrants must be signed by authorized parties to the agreement. |
| Term | Jan-07 | M | M | All outgrants must have a clearly defined term. |

LEGEND:

- Mandatory-** Clauses must be included in the lease/agreement without any changes unless other party is prohibited legally from executing the document with the provision as written. Clauses either mandated by law, set by legal precedent or established by FAA policy.
- Recommended-** These clauses provide protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECOs may tailor the recommended clause to meet a specific situation with deviations in wording approved by region/center legal.
- Optional -** RECO decides whether or not these clauses, or a modified version of these clauses, should be included in the lease. Deviations from the suggested wording must have the region/center legal approval.
- Note -** If any clauses are changed with the applicable concurrence, the RECO must remove the parenthetical date in the clause.

New Content: Real Estate Guidance :
Section 1.2.1 : Outgrant Clause Matrix

| CLAUSE TITLE | DATE OF CLAUSE | OUTGRANT LICENSE for Non-Feds | OUTGRANT PERMIT for FEDS or Other | PRESCRIPTION |
|--------------|----------------|-------------------------------|-----------------------------------|--------------|
| | | | | |

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|--|--------|---|-------------------|--|
| | | | Government | |
| Anti-Kickback | Jan-07 | M | O | Insert in all Outgrant License. |
| Assignment of Outgrant | Jan-07 | | M | The Outgrant Permit is not assignable to a third party. |
| Breach of Contract (Otherwise known as Cancellation) | Jan-07 | M | M | The Outgrant Permit can be terminated or cancelled by the FAA. |
| Consideration (Cost) | Jan-07 | M | M | Insert in all outgrants where “fee for use” is received. If outgrant (license or permit) need to put reimbursable number in parenthesis. |
| Consideration (No Cost) | Jan-07 | M | M | Insert in all outgrants where we do receive “fee for use”. |
| Compliance | Jan-07 | M | O | For clauses A5 and B1 in Outgrant License, licensee is required to comply with all conditions or restrictions. |
| Covenant Against Contingent Fees | Jan-07 | M | O | Insert in all Outgrant License. |
| Damage | Jan-07 | M | M | No FAA property shall be damaged by the outgrant licensee or permittee. |
| Governing Law | Jan-07 | M | M | The Outgrant License and Permit shall be governed by Federal Law. |
| Indemnification | Jan-07 | M | O | Outgrant Licensee and Permittee agrees to hold harmless the FAA, its officers, agents and employees. |
| Interference with Government Operations | Jan-07 | M | M | This clause in Outgrant License is referred to “common impact to a FAA facility” (clause A6) and clause #4 for Outgrant Permit. |
| Laws and Ordinances | Jan-07 | M | O | In the Outgrant License, the licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus. |
| Liable to Third Parties | Jan-07 | M | M | In the Outgrant License and Permit, licensee and permittee are liable to the third parties for any damage by hazards placed on the FAA property. |
| Maintenance | Jan-07 | M | M | The Outgrant License and Permit, the licensee and permittee is required to maintain the demised premises and shall schedule with the government representative any proposed installation or maintenance. |
| Notices | Jan-07 | M | M | Insert in all outgrants. This information is needed for contract administration; all contractual communication should be done through these contacts. Changes in this information require a contract modification. |
| Officials Not to Benefit | Jan-07 | M | O | Insert in all outgrant license. |
| Operations | Jan-07 | M | M | The outgrant licensee and permittee shall confine activities or construction to the facility stated in the outgrant as stated in the license and permit. |
| Premises | Jan-07 | M | M | In Outgrant License and Permit known as description of premises. |
| Purpose | Jan-07 | M | M | Insert in all outgrants to define the FAA asset. |
| Contract Disputes | Jan-07 | M | M | Insert in all leases to establish the FAA regulations |

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| | | | | regarding Protests and Disputes under the AMS. |
| Restoration – Outgrant | Jan-07 | M | O | Required for all Outgrant Licenses, the licensee shall restore the demised premises. |
| Security of Premises | Jan-07 | M | M | In the Outgrant License and Permit, the licensee and the permittee is required to provide adequate security for the demised premises (clause A8). |
| Signature Block | Jan-07 | M | M | All outgrants must be signed by authorized parties to the agreement. |
| Term | Jan-07 | M | M | All outgrants must have a clearly defined term. |

Red Line Content: Real Estate Guidance :

Section 1.2.1 : Outgrant Clause Matrix OUTGRANT CLAUSE MATRIX

| CLAUSE TITLE | DATE OF CLAUSE | OUTGRANT LICENSE for Non-Feds | OUTGRANT PERMIT for FEDS or Other Government | PRESCRIPTION |
|--|----------------|-------------------------------|--|--|
| Anti-Kickback | Jan-07 | M | <u>Q</u> | Insert in all Outgrant License. |
| Assignment of Outgrant | Jan-07 | | M | The Outgrant Permit is not assignable to a third party. |
| Breach of Contract (Otherwise known as Cancellation) | Jan-07 | M | M | The Outgrant Permit can be terminated or cancelled by the FAA. |
| Consideration (Cost) | Jan-07 | M | M | Insert in all outgrants where “fee for use” is received. If outgrant (license or permit) need to put reimbursable number in parenthesis. |
| Consideration (No Cost) | Jan-07 | M | M | Insert in all outgrants where we do receive “fee for use”. |
| Compliance | Jan-07 | M | <u>Q</u> | For clauses A5 and B1 in Outgrant License, licensee is required to comply with all conditions or restrictions. |
| Covenant Against Contingent Fees | Jan-07 | M | <u>Q</u> | Insert in all Outgrant License. |
| Damage | Jan-07 | M | M | No FAA property shall be damaged by the outgrant licensee or permittee. |
| Governing Law | Jan-07 | M | M | The Outgrant License and Permit shall be governed by Federal Law. |
| Indemnification | Jan-07 | M | O | Outgrant Licensee and Permittee agrees |

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| | | | | to hold harmless the FAA, its officers, agents and employees. |
| Interference with Government Operations | Jan-07 | M | M | This clause in Outgrant License is referred to “common impact to a FAA facility” (clause A6) and clause #4 for Outgrant Permit. |
| Laws and Ordinances | Jan-07 | M | <u>Q</u> | In the Outgrant License, the licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus. |
| Liable to Third Parties | Jan-07 | <u>RM</u> | <u>RM</u> | In the Outgrant License and Permit, licensee and permittee are liable to the third parties for any damage by hazards placed on the FAA property. |
| Maintenance | Jan-07 | M | M | The Outgrant License and Permit, the licensee and permittee is required to maintain the demised premises and shall schedule with the government representative any proposed installation or maintenance. |
| Notices | Jan-07 | M | M | Insert in all outgrants. This information is needed for contract administration; all contractual communication should be done through these contacts. Changes in this information require a contract modification. |
| Officials Not to Benefit | Jan-07 | M | <u>Q</u> | Insert in all outgrant license. |
| Operations | Jan-07 | M | M | The outgrant licensee and permittee shall confine activities or construction to the facility stated in the outgrant as stated in the license and permit. |
| Premises | Jan-07 | M | M | In Outgrant License and Permit known as description of premises. |
| Purpose | Jan-07 | M | M | Insert in all outgrants to define the FAA asset. |
| Contract Disputes | Jan-07 | M | M | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Restoration – Outgrant | Jan-07 | M | <u>Q</u> | Required for all Outgrant Licenses, the licenses <u>licensee</u> shall restore the |

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| | | | | demised premises. |
| Security of Premises | Jan-07 | M | <u>M</u> | In the Outgrant License and Permit, the licensee and the permittee is required to provide adequate security for the demised premises (clause A8). |
| Signature Block | Jan-07 | M | M | All outgrants must be signed by authorized parties to the agreement. |
| Term | Jan-07 | M | M | All outgrants must have a clearly defined term. |

| | |
|--------------|--|
| LEGEND: | |
| Mandatory- | Clauses must be included in the lease/agreement without any changes unless other party is prohibited legally from executing the document with the provision as written. Clauses either mandated by law, set by legal precedent or established by FAA policy. |
| Recommended- | These clauses provide protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECOs may tailor the recommended clause to meet a specific situation with deviations in wording approved by region/center legal. |
| Optional-- | RECO decides whether or not these clauses, or a modified version of these clauses, should be included in the lease. Deviations from -the suggested wording- must have the region/center legal approval. Note—If any clauses are changed with the applicable concurrence, the RECO must remove the parenthetical date in the clause. |

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Section 2.5 : Space Clause Matrix

Old Content: Real Estate Guidance :

Section 2.5 : Space Clause Matrix

Legend:

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Mandatory (M) – When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.

Recommended (R) – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.

Optional (O) – RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.

Note - All space leases may be augmented with additional clauses or special provisions with region/center legal approval. If any clauses are changed with applicable concurrence, RECO must take out the parenthetical date in the clause.

| CLAUSE TITLE | DATE | STANDARD LEASE | SMALL LEASE | ANTENNA AND RACK SPACE LEASE | PRESCRIPTION |
|---------------------------------|-------|-------------------|----------------|--|--|
| Space Lease Template Clauses | | | | | |
| This Lease | 10/96 | M | M | M | Insert in all leases in order to complete a lease contract and follow FAA contract policy. |
| Description | 10/96 | M | M | M | Insert in all leases in order to complete a lease contract and follow FAA contract policy. |
| Term | 10/96 | M* | M* | M* | Insert in all leases in order to comply with the basic contracting principle that all leases must have a clearly defined term. NOTE: All cost leases may not exceed 20 years (including all option periods and the day-to-day Lease extension period). |

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| | | | | | *Note: Last sentence "This lease succeeds...." is Optional. |
| Cancellation | 8/02 | M | M | M | Insert in leases to preserve the Government's rights to terminate for our convenience. |
| Rental | 10/96 | M | M | M | Insert in all cost leases in order to complete a lease contract and follow FAA contract policy. |
| Services and Utilities | 10/96 | R | R | O | Insert clause if services are to be provided as part of the rental agreement. |
| General Clauses | | | | | |
| Inspection | 10/96 | M | O | O | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Damage By Fire or Other Casualty | 10/96 | M | M | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Maintenance Of The Premises | 10/96 | M | M | M | Insert in all leases to comply with basic protection of ensuring that the lease space is in good condition. |
| Failure In Performance | 10/96 | M | M | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Default By Lessor | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Compliance with Applicable Laws | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with |

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| | | | | | general policy for Federal Agency to provide protection to the Government and contract management. |
| Delivery and Condition | 10/96 | R | O | O | Insert in all leases to provide the protection to the Government to ensure the space is delivered in a condition to be occupied. |
| Acceptance of Space | 10/96 | M | O | O | Insert in all new lease actions for the RECO to accept the space for occupancy, except for: all succeeding lease actions this clause is Optional. |
| Alterations | 10/96 | R | O | O | Insert in all leases to provide the Government the protection to make alterations to the lease space during the term of the lease. |
| Accessibility | 10/06 | M | M | O | Insert in all leases in accordance with Architectural Barriers Act 1968 to follow the Architectural Barriers Act Accessibility Standard (ABAAS) 41 CFR Parts 102-71, 102-72, except for: 1.) ATCT Cabs, mech. rooms, elect. & tele. closets and 2.) non-staffed facilities such as RCO. |
| Changes | 8/02 | O | O | O | Insert in leases at the RECO's option when the government requires changes during a new lease buildout phase. |
| Officials Not To Benefit | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with public contract law, 41 U.S.C. 22. |
| Covenant Against Contingent Fees | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with 41 USC 254. |

| | | | | | |
|---|-------|----|----------------|-----------------|---|
| Anti-Kickback | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58. |
| Contract Disputes | 11/03 | M | M | M | Insert in all leases as required by FAA policy on contract and protest dispute resolution system from the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17. |
| Protest | 11/03 | M | M | M | |
| Examination of Records | 10/96 | M | M by reference | M by reference | Insert in all cost type leases where the lease payment is dependent upon some variable cost such as taxes. However this clause should not be used in a fixed price lease. |
| Central Contractor Registration Real Property | 10/06 | M | M | M by reference | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR) and RE Guidance 3.1.4.2. CCR is the preferred method of contractor maintenance for FAA. CO may exempt some vendors IAW guidance provided in T3.3.1.8 & RE Guidance 3.1.4.2. If vendor is exempted from use of CCR, use clause "Contractor Payment Information - Non CCR - Real Property. |
| ALT 1- Contractor Payment Information - Real Property | 10/06 | M* | M* | M* by reference | *Used only if contractor is exempted from CCR. If this clause is used, remove CCR, Contractor Identification Number, and Certification of Registration in CCR clauses from the |

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| | | | | | contract. Not used on non- payable awards. |
| Payment by Electronic Funds Transfer (EFT)- Central Contractor Registration Real Property | 10/06 | M | M | M by reference | Insert in all new "cost" leases, or bilateral mods to existing leases IAW AMS T3.3.1.7 (EFT) and RE Guidance 3.1.4.1. Note: Clause is to be used in all cases, but lessor may qualify for a waiver (See instructions in T3.3.1.7). The clause allows for documentation of waiver, and providing alternate mean to receive payment, but clause is to be retained in document, as waivers are NOT permanent. Clause is not applicable to no-cost leases or no-cost MOAs. |
| Contractor Identification Number -"Data Universal Numbering System" (DUNS) Number | 10/06 | M | M | M by reference | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR). Note If vendor is determined to be exempt pursuant T3.3.1.8, and then exclude this clause from contract. |
| Certification of Registration in CCR - Real Property | 10/06 | M | M | M by reference | Required on all cost contracts, unless vendor is exempted from CCR. If RECO is referencing the clause they need to request the DUNS number from the lessor. |
| Contractor Payment Information - Non CCR | 10/06 | O | O | O | Use this clause if you have been granted an exception to CCR. |
| Assignment of Claims | 10/96 | R | M by reference | O | Insert in all leases unless the terms of the lease prohibit assignment of claims. |
| Subordination, Nondisturbance and | 9/99 | M | M by reference | M by reference | Insert in all leases to protect the rights of the |

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|--|-------|-----|----------------|----------------|--|
| Attornment | | | | | FAA under this lease during a subordination, nondisturbance and/or attornment. |
| Lessor's Successors | 10/96 | M | M | M by reference | This clause must be used to protect the lease rights of the Government in case of change in ownership of the property. |
| Sublease | 10/96 | M | O | O | Insert in leases where the RECO expects to sublease the FAA space to another tenant. However this clause does not relieve FAA with responsibilities of the terms of the lease. |
| No Waiver | 10/96 | M | O | O | Insert in all leases to protect the Government from waiving any rights under this lease. |
| Integrated Agreement | 10/96 | M | M by reference | O | Insert in all leases to assert the lease agreement defines the agreements between the parties. |
| Equal Opportunity | 10/96 | M | M by reference | O | Insert in all leases in accordance with affirmative action programs, 41 CFR 60-1 and 60-2. |
| Affirmative Action for Special Disabled and Vietnam Era Veterans | 10/96 | M | M by reference | O | Insert in all leases in accordance with Vietnam Era Veteran's Readjustment Assistance Act of 1972. |
| Affirmative Action For Disabled Workers | 10/96 | M | M by reference | O | Insert in all leases in accordance with Rehabilitation Act of 1973, 29 U.S.C. 793. |
| Seismic Safety In Existing Buildings | 9/98 | M | M | N/A | See exceptions in space guidance |
| Seismic Safety For New Construction | 9/98 | M | M | N/A | Mandatory for leases involving new construction |
| Interference | 10/08 | N/A | N/A | M | Mandatory for leases involving antenna and rack space. |

| | | | | | |
|-------------------------------------|-------|-----|-----|---|--|
| Coordination | 10/08 | N/A | N/A | M | Mandatory for leases involving antenna and rack space |
| Davis Bacon Act | 4/06 | M | M | O | In accordance with 40 U.S.C. 276a et seq.), use for leases over \$2,000 for construction, alteration or repair of public buildings or public works to be performed within the United States. |
| Closing Clauses | | | | | |
| Attachments | 8/02 | O | O | O | Insert as necessary. |
| Name and Title of Owner | 10/96 | M | M | M | Insert in all leases in order to complete a lease contract and follow FAA contract policy. This clause must be modified to comply with recording requirements of the local jurisdiction. |
| Name of Contracting Officer | 10/96 | M | M | M | Insert in all leases in order to complete a lease contract and follow FAA contract policy. |
| Attachment A Clauses | | | | | |
| Adjustment For Vacant Premises | 10/96 | R | O | O | Insert in all leases to provide the Government with protection if use of space changes during lease term. |
| Ceilings | 10/96 | R | O | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Condition Report | 10/96 | O | O | O | Insert in leases where accepting space for occupancy. |
| Contracting Officers Representative | 10/96 | O | O | O | Insert in leases where a COR is designated. |
| Day to Day Extension | 8/02 | O | O | O | This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a cost lease, the total term of the |

| | | | | | |
|--|-------|---|---|-----|---|
| | | | | | lease, including the total day to day extension days, must not exceed the twenty year FAA leasing authority. |
| Display Advertising | 10/96 | O | O | O | Insert in leases where Government is sole occupant. |
| Doors | 10/96 | R | O | O | Insert in leases for door requirement. |
| Erection Of Signs | 10/96 | O | O | O | Insert in leases where signs are required. |
| Facility Security | 8/02 | M | M | O | Insert in all leases in accordance with FAA Order 1600.69. |
| Fire and Safety Requirements | 8/02 | M | M | O | Insert in all leases to provide protection to the Government. |
| Floor Load | 8/02 | R | O | O | Insert in all leases. Regional engineer should approve any changes. |
| General Health and Safety Standards | 8/02 | R | R | N/A | Insert in all leases to meet the following standards: local health, safety, building codes and FAA standards. |
| Grounds Maintenance | 10/96 | R | O | O | Insert in all leases where applicable. |
| Halon | 8/02 | R | R | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Hold Harmless | 10/96 | O | O | O | Insert in leases in accordance with Federal Tort Claims Act of 1948. |
| HVAC | 10/96 | R | O | O | Insert in all leases. RECO's should consult a regional engineer for changes to clause. |
| If Minimum Not Delivered | 10/96 | O | O | O | Insert in leases. |
| Indoor Air Quality | 8/02 | M | M | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Installation Of Antennas, Cables & Other Appurtenances | 10/96 | O | O | O | Insert in all leases as needed. |
| Interest For Late | 10/96 | O | O | O | The AMS exempts the |

| | | | | | |
|--|-------|----|----|-----|--|
| Payment | | | | | FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the Lessor when negotiating a lease. |
| Janitorial Services | 10/96 | O | O | O | Insert in leases, which provide for janitorial services. |
| Lighting | 10/96 | R | O | O | Insert in all leases. RECO's should consult a regional environmental contact for changes to clause. |
| Measurement For Payment | 10/96 | R | O | O | Insert in leases to determine the correct amount of space to pay rent on. |
| Non-Restoration | 10/96 | M | M | O | Insert in all leases unless specific restorations are negotiated. |
| Occupancy Permit | 10/96 | M* | M* | O | *This clause is mandatory for new leases as required by local law to have an occupancy permit to occupy space. |
| Operating Costs Escalator | 10/96 | O | O | O | Insert in lease where applicable. |
| OSHA Requirements | 10/96 | M | M | O | Insert in all leases in accordance with OSHA standards 29 CFR 1910 and 1926. |
| Painting | 8/02 | R | O | O | Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer. |
| Parking | 10/96 | O | O | O | Insert in leases where applicable. |
| Personnel Security - Security Screening of Persons or Individuals Employed or Hired by Lessor/Contractor | 1/07 | M | M | N/A | Insert in all leases in accordance with FAA Order 1600.72 and 1600.73 |
| Pest Control | 8/02 | R | O | O | Insert in all leases. |
| Plans | 8/02 | R | O | O | Insert in all new lease actions and any alterations/renovations. |
| Prior Notification | 8/02 | R | O | N/A | Insert in all leases where construction |

| | | | | | |
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| | | | | | will be done. |
| Progressive Occupancy | 10/96 | O | O | O | Insert in all leases where applicable. |
| Radon | 10/96 | M | M | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Refrigerants | 8/02 | R | R | O | Insert in all leases. RECO's should consult a regional environmental contact for changes to the clause. |
| Restrooms & Drinking Fountains | 10/96 | R | O | O | Insert in all leases. |
| Services and Facilities | 10/96 | R | O | O | Insert in all leases. |
| Tax Adjustment | 10/96 | O | O | O | Insert in all leases where applicable. |
| Time Extension | 10/96 | O | O | O | Insert in leases. |
| Unauthorized Negotiating | 10/96 | O | O | O | Insert in all leases. |
| Utilities Not Provided By The Lessor | 10/96 | R | R | O | Insert in all leases. |
| Warranty Of Space | 8/02 | M | R | O | Insert in all leases. |
| Window & Floor Covering | 8/02 | R | O | O | Insert in all leases. |
| Wiring For Telephones | 10/96 | O | O | O | Insert in leases. |
| FORMS | | | | | |
| ABAAS Compliance Report | 10/06 | M | M | N/A | Required for lessor to fill out to comply with ABAAS standard |
| Certification for Seismic Safety | 9/98 | M | O | N/A | Certification required in accordance with space lease paragraphs 8X. Seismic Safety in Existing Leases and 8Y. Seismic Safety for New Construction. This attachment becomes part of the file after lease award. |
| Checklist for Rural Development Act | 4/03 | M | M | N/A | Check appropriate reason for not considering location in rural area. However if the RECO would like concurrence from the program office, they can get the program office to sign the |

| | | | | | |
|--|-------|---|---|-----|---|
| | | | | | checklist when site selection is based upon program needs. |
| Safety and Environmental Certification Checklist | 8/02 | R | O | N/A | Checklist recommended in accordance with space lease paragraph 6b Standards and Requirements. This attachment becomes part of the file after lease award. |
| Vendor/Miscellaneous Payment Information Form | 11/97 | M | O | M | EFT Form is required in accordance with space lease paragraph 8P. Electronic Funds Transfer. This attachment becomes part of the file after lease award. |

New Content: Real Estate Guidance :
Section 2.5 : Space Clause Matrix

Section 1 – Space Lease – All items under this section must be included in the lease.

Section 2 – General Clauses – Use the legend below to determine clause requirement.

Legend:

Mandatory (M) – When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.

Recommended (R) – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.

Optional (O) – RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.

Note - All space leases may be augmented with additional clauses or special provisions with region/center legal approval. If any clauses are changed with applicable concurrence, RECO must take out the parenthetical date in the clause, e.g. (10/96).

Section 3 – Closing - All items under this section must be included in the lease.

Attachment A Clauses - Use the legend above in Section 2 to determine clause requirement.

| | | | | | |
|------------------------------------|-------------|---------------------------|------------------------|---|--|
| SECTION 1 – Space Lease | | | | | |
| This Lease | | | | | |
| Description | | | | | |
| Term | | | | | |
| Cancellation | | | | | |
| Rental | | | | | |
| Services and Utilities | | | | | |
| SECTION 2 – GENERAL CLAUSES | | | | | |
| CLAUSE TITLE | DATE | STANDARD LEASE | SMALL LEASE | ANTENNA AND RACK SPACE LEASE | PRESCRIPTION |
| Inspection | 10/96 | M | M by Reference | M by Reference | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Damage By Fire or Other Casualty | 10/96 | M | M | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Maintenance Of The Premises | | | | | Insert in all leases to comply with basic |

| | | | | | |
|---------------------------------|-------|---|----------------|----------------|---|
| | 10/96 | M | M | M | protection of ensuring that the lease space is in good condition. |
| Failure In Performance | 10/96 | M | M | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Default By Lessor | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Compliance with Applicable Laws | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Delivery and Condition | 10/96 | M | M by Reference | N/A | Insert in all leases to provide the protection to the Government to ensure the space is delivered in a condition to be occupied. |
| Acceptance of Space | 10/96 | M | M by Reference | N/A | Insert in all new lease actions for the RECO to accept the space for occupancy, except for: all succeeding lease actions this clause is Optional. |
| Alterations | 10/96 | M | M by Reference | O | Insert in all leases to provide the Government the protection to make alterations to the lease space during the term of the lease. |

| | | | | | |
|----------------------------------|-------|---|----------------|----------------|--|
| Accessibility | 10/06 | M | M | N/A | Insert in all leases in accordance with Architectural Barriers Act 1968 to follow the Architectural Barriers Act Accessibility Standard (ABAAS) 41 CFR Parts 102-71, 102-72, except for: 1.) ATCT Cabs, mech. rooms, elect. & telephone. closets and 2.) Non-staffed facilities such as RCO. |
| Changes | 8/02 | M | M by Reference | N/A | Insert in leases at the RECO's option when the government requires changes during a new lease buildout phase. |
| Officials Not To Benefit | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with public contract law, 41 U.S.C. 22. |
| Covenant Against Contingent Fees | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with 41 USC 254. |
| Anti-Kickback | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58. |
| Contract Disputes | 11/03 | M | M | M | Insert in all leases as required by FAA policy on contract and protest dispute resolution system from the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17. |
| Protest | 11/03 | M | M | M | |

| | | | | | |
|---|-------|----|----------------|-----------------|---|
| Examination of Records | 10/96 | M | M by reference | M by reference | Insert in all leases. |
| Central Contractor Registration Real Property | 10/06 | M | M | M by reference | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR) and RE Guidance 3.1.4.2. CCR is the preferred method of contractor maintenance for FAA. CO may exempt some vendors IAW guidance provided in T3.3.1.8 & RE Guidance 3.1.4.2. If vendor is exempted from use of CCR, use clause "Contractor Payment Information - Non CCR - Real Property. |
| ALT 1- Contractor Payment Information - Real Property | 10/06 | M* | M* | M* by reference | *Used only if contractor is exempted from CCR. If this clause is used, remove CCR, Contractor Identification Number, and Certification of Registration in CCR clauses from the contract. Not used on non- payable awards. |
| Payment by Electronic Funds Transfer (EFT)- Central Contractor Registration Real Property | 10/06 | M | M | M by reference | Insert in all new "cost" leases, or bilateral modifications to existing leases IAW AMS T3.3.1.7 (EFT) and RE Guidance 3.1.4.1. Note: Clause is to be used in all cases, but lessor may qualify for a waiver (See instructions in T3.3.1.7). The clause allows for |

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| | | | | | documentation of waiver, and providing alternate mean to receive payment, but clause is to be retained in document, as waivers are NOT permanent. Clause is not applicable to no-cost leases or no-cost MOAs. |
| Contractor Identification Number - "Data Universal Numbering System" (DUNS) Number | 10/06 | M | M | M by reference | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR). Note If vendor is determined to be exempt pursuant T3.3.1.8, and then exclude this clause from contract. |
| Certification of Registration in CCR - Real Property | 10/06 | M | M | M by reference | Required on all cost contracts, unless vendor is exempted from CCR. If RECO is referencing the clause they need to request the DUNS number from the lessor. |
| Contractor Payment Information - Non CCR | 10/06 | O | O | O | Use this clause if you have been granted an exception to CCR. |
| Assignment of Claims | 10/96 | M | M by reference | M by Reference | Insert in all leases unless the terms of the lease prohibit assignment of claims. |
| Subordination, Nondistrubance and Attornment | 9/99 | M | M by reference | M by reference | Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondistrubance and/or attornment. |
| Lessor's Successors | 10/96 | M | M | M by reference | This clause must be used to protect the |

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|--|-------|-----|----------------|----------------|--|
| | | | | | lease rights of the Government in case of change in ownership of the property. |
| Sublease | 10/96 | M | M by Reference | N/A | Insert in leases where the RECO expects to sublease the FAA space to another tenant. However this clause does not relieve FAA with responsibilities of the terms of the lease. |
| No Waiver | 10/96 | M | M by Reference | M by Reference | Insert in all leases to protect the Government from waiving any rights under this lease. |
| Integrated Agreement | 10/96 | M | M by reference | O | Insert in all leases to assert the lease agreement defines the agreements between the parties. |
| Equal Opportunity | 10/96 | M | M by reference | O | Insert in all leases in accordance with affirmative action programs, 41 CFR 60-1 and 60-2. |
| Affirmative Action for Special Disabled and Vietnam Era Veterans | 10/96 | M | M by reference | O | Insert in all leases in accordance with Vietnam Era Veteran's Readjustment Assistance Act of 1972. |
| Affirmative Action For Disabled Workers | 10/96 | M | M by reference | O | Insert in all leases in accordance with Rehabilitation Act of 1973, 29 U.S.C. 793. |
| Seismic Safety In Existing Buildings | 9/98 | M | M | N/A | See exceptions in space guidance |
| Seismic Safety For New Construction | 9/98 | M | M | N/A | Mandatory for leases involving new construction |
| Interference | 10/08 | N/A | N/A | M | Mandatory for leases |

| | | | | | |
|-----------------|-------|-----|-----|---|--|
| | | | | | involving antenna and rack space. |
| Coordination | 10/08 | N/A | N/A | M | Mandatory for leases involving antenna and rack space |
| Davis Bacon Act | 4/06 | M | M | O | In accordance with 40 U.S.C. 276a et seq.), use for leases over \$2,000 for construction, alteration or repair of public buildings or public works to be performed within the United States. |

SECTION 3 – CLOSING

Notices

Attachments

Name and Title of Owner

Name of Contracting Officer

Attachment A Clauses

| CLAUSE TITLE | DATE | STANDARD LEASE | SMALL LEASE | ANTENNA AND RACK SPACE LEASE | PRESCRIPTION |
|-------------------------------------|-------------|-----------------------|--------------------|-------------------------------------|---|
| Adjustment For Vacant Premises | 10/96 | R | O | O | Insert in all leases to provide the Government with protection if use of space changes during lease term. |
| Ceilings | 10/96 | R | O | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Condition Report | 10/96 | O | O | O | Insert in leases where accepting space for occupancy. |
| Contracting Officers Representative | 10/96 | O | O | O | Insert in leases where a COR is designated. |
| Day to Day Extension | 8/02 | O | O | O | This clause should be used where the requiring activity |

| | | | | | |
|-------------------------------------|-------|---|---|-----|--|
| | | | | | desires some flexibility for the end date of the lease. If this clause is used in a cost lease, the total term of the lease, including the total day to day extension days, must not exceed the twenty year FAA leasing authority. |
| Display Advertising | 10/96 | O | O | O | Insert in leases where Government is sole occupant. |
| Doors | 10/96 | R | O | O | Insert in leases for door requirement. |
| Erection Of Signs | 10/96 | O | O | O | Insert in leases where signs are required. |
| Facility Security | 8/02 | M | M | O | Insert in all leases in accordance with FAA Order 1600.69. |
| Fire and Safety Requirements | 8/02 | M | M | O | Insert in all leases to provide protection to the Government. |
| Floor Load | 8/02 | R | O | O | Insert in all leases. Regional engineer should approve any changes. |
| General Health and Safety Standards | 8/02 | R | R | N/A | Insert in all leases to meet the following standards: local health, safety, building codes and FAA standards. |
| Grounds Maintenance | 10/96 | R | O | O | Insert in all leases where applicable. |
| Halon | 8/02 | R | R | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Hold Harmless | 10/96 | M | M | R | Insert in leases in accordance with Federal Tort Claims Act of 1948. |
| HVAC | 10/96 | R | O | O | Insert in all leases. RECO's should |

| | | | | | |
|--|-------|----|----|---|--|
| | | | | | consult a regional engineer for changes to clause. |
| If Minimum Not Delivered | 10/96 | O | O | O | Insert in leases. |
| Indoor Air Quality | 8/02 | M | M | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Installation Of Antennas, Cables & Other Appurtenances | 10/96 | O | O | O | Insert in all leases as needed. |
| Interest For Late Payment | 10/96 | O | O | O | The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the Lessor when negotiating a lease. |
| Janitorial Services | 10/96 | O | O | O | Insert in leases, which provide for janitorial services. |
| Lighting | 10/96 | R | O | O | Insert in all leases. RECO's should consult a regional environmental contact for changes to clause. |
| Measurement For Payment | 10/96 | R | O | O | Insert in leases to determine the correct amount of space to pay rent on. |
| Non-Restoration | 10/96 | M | M | O | Insert in all leases unless specific restorations are negotiated. |
| Occupancy Permit | 10/96 | M* | M* | O | *This clause is mandatory for new leases as required by local law to have an occupancy permit to occupy space. |
| Operating Costs Escalator | 10/96 | O | O | O | Insert in lease where applicable. |
| OSHA Requirements | 10/96 | M | M | O | Insert in all leases in |

| | | | | | |
|--|-------|---|---|-----|---|
| | | | | | accordance with OSHA standards 29 CFR 1910 and 1926. |
| Painting | 8/02 | R | O | O | Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer. |
| Parking | 10/96 | O | O | O | Insert in leases where applicable. |
| Personnel Security - Security Screening of Persons or Individuals Employed or Hired by Lessor/Contractor | 1/07 | M | M | N/A | Insert in all leases in accordance with FAA Order 1600.72 and 1600.73 |
| Pest Control | 8/02 | R | O | O | Insert in all leases. |
| Plans | 8/02 | R | O | O | Insert in all new lease actions and any alterations/renovations. |
| Prior Notification | 8/02 | R | O | N/A | Insert in all leases where construction will be done. |
| Progressive Occupancy | 10/96 | O | O | O | Insert in all leases where applicable. |
| Radon | 10/96 | M | M | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Refrigerants | 8/02 | R | R | O | Insert in all leases. RECO's should consult a regional environmental contact for changes to the clause. |
| Restrooms & Drinking Fountains | 10/96 | R | O | O | Insert in all leases. |
| Services and Facilities | 10/96 | R | O | O | Insert in all leases. |
| Tax Adjustment | 10/96 | O | O | O | Insert in all leases where applicable. |
| Time Extension | 10/96 | O | O | O | Insert in leases. |
| Unauthorized Negotiating | 10/96 | O | O | O | Insert in all leases. |
| Utilities Not Provided By The Lessor | | R | R | O | Insert in all leases. |

| | | | | | |
|--|-------|---|---|-----|---|
| | 10/96 | | | | |
| Warranty Of Space | 8/02 | M | R | O | Insert in all leases. |
| Window & Floor Covering | 8/02 | R | O | O | Insert in all leases. |
| Wiring For Telephones | 10/96 | O | O | O | Insert in leases. |
| FORMS | | | | | |
| ABAAS Compliance Report | 10/06 | M | M | N/A | Required for lessor to fill out to comply with ABAAS standard |
| Certification for Seismic Safety | 9/98 | M | M | N/A | Certification required in accordance with space lease paragraphs 8X. Seismic Safety in Existing Leases and 8Y. Seismic Safety for New Construction. This attachment becomes part of the file after lease award. |
| Checklist for Rural Development Act | 4/03 | M | M | N/A | Check appropriate reason for not considering location in rural area. However if the RECO would like concurrence from the program office, they can get the program office to sign the checklist when site selection is based upon program needs. |
| Safety and Environmental Certification Checklist | 8/02 | R | O | N/A | Checklist recommended in accordance with space lease paragraph 6b Standards and Requirements. This attachment becomes part of the file after lease award. |
| Vendor/Miscellaneous Payment Information Form | 11/97 | M | M | M | EFT Form is required in accordance with space lease paragraph 8P. Electronic Funds |

| | | | | | |
|--|--|--|--|--|---|
| | | | | | Transfer. This attachment becomes part of the file after lease award. |
|--|--|--|--|--|---|

Red Line Content: Real Estate Guidance :

Section 2.5 : Space Clause Matrix

Section 1 – Space Lease – All items under this section must be included in the lease.

-

Section 2 – General Clauses – Use the legend below to determine clause requirement.

Legend:

Mandatory (M) – When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. These clauses are either: 1.) mandated by law; 2.) set by legal precedent; 3.) and/or established by FAA policy.

Recommended (R) – In general these clauses provide useful protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECO may tailor the clause to meet a specific situation. Changes that have legal impact require region/center legal approval.

Optional (O) – RECO decides whether or not these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval, if there is a legal impact.

Note - All space leases may be augmented with additional clauses or special provisions with region/center legal approval. If any clauses are changed with applicable concurrence, RECO must take out the parenthetical date in the clause, e.g. (10/96).

~~CLAUSE TITLE DATE STANDARD LEASE SMALL LEASE ANTENNA AND RACK
SPACE LEASE PRESCRIPTION~~

~~Space Lease~~**Section Template 3** ~~Clauses~~ ~~—� This Lease 10/96 M M M Insert in~~
~~all leases in order to complete a lease~~**Closing** ~~contract and follow FAA contract-~~ **All items**
under this ~~policy. Description 10/96 M M M Insert~~**section** ~~in all leases~~ **must be included** ~~in order~~
~~to complete a~~**the** ~~lease contract and follow FAA contract policy.~~

~~Term 10/96 M* M*~~

~~M*~~

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Insert in all leases in Attachment order A to Clauses comply with Use the basic contracting principle that all leases must have a clearly defined term. NOTE: All cost leases may not exceed 20 years (including all legend option periods and the above in Section 2 day-to-day Lease extension determine clause period) requirement.

*Note: Last sentence "This lease succeeds

�" is Optional.

Cancellation 8/02 M M

| | | | | | |
|---|-------------|---------------------------------|---------------------------------|---|--|
| M Insert in leases to preserve <u>SECTION the 1</u> Government �s rights to terminate for our <u>Space convenience. Lease</u> | | | | | |
| Rental <u>This Lease</u> 10/96 | | | | | |
| M <u>Description</u> | | | | | |
| M <u>Term</u> | | | | | |
| M <u>Cancellation</u> | | | | | |
| Insert in all cost leases in order to complete a lease contract and follow FAA contract policy. <u>Rental</u> | | | | | |
| Services and Utilities 10/96 R R O | | | | | |
| Insert clause if services are to be provided as part <u>SECTION of 2</u> the <u>rental GENERAL agreement. CLAUSES</u> | | | | | |
| General <u>CLAUSE</u> Clauses <u>TITLE</u> | <u>DATE</u> | <u>STANDARD</u> <u>LEASE</u> | <u>SMALL</u> <u>LEASE</u> | <u>ANTENNA</u> <u>AND</u> <u>RACK</u> <u>SPACE</u> <u>LEASE</u> | <u>PRESCRIPTION</u> |
| Inspection | 10/96 | M | <u>M by</u> <u>Reference</u> | <u>M by</u> <u>Reference</u> | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Damage By Fire or Other Casualty | 10/96 | M | M | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Maintenance Of The Premises | 10/96 | M | M | M | Insert in all leases to comply with basic protection of ensuring that the lease space is in good condition. |

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| | | | | | |
|---------------------------------|-------|-----------------------|------------------------------------|-------------------------|---|
| Failure In Performance | 10/96 | M | M | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Default By Lessor | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Compliance with Applicable Laws | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| Delivery and Condition | 10/96 | R <u>M</u> | ⊖ <u>M by Reference</u> | ⊖ <u>N/A</u> | Insert in all leases to provide the protection to the Government to ensure the space is delivered in a condition to be occupied. |
| Acceptance of Space | 10/96 | M | ⊖ <u>M by Reference</u> | ⊖ <u>N/A</u> | Insert in all new lease actions for the RECO to accept the space for occupancy, except for: all succeeding lease actions this clause is Optional. |
| Alterations | 10/96 | R <u>M</u> | ⊖ <u>M by Reference</u> | O | Insert in all leases to provide the Government the protection to make alterations to the lease space during the term of the lease. |
| Accessibility | 10/06 | M | M | ⊖ <u>N/A</u> | Insert in all leases in accordance with Architectural Barriers |

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| | | | | | Act 1968 to follow the Architectural Barriers Act Accessibility Standard (ABAAS) 41 CFR Parts 102-71, 102-72, except for: 1.) ATCT Cabs, mech. rooms, elect. & tele <u>telephone</u> . closets and 2.) non <u>Non</u> -staffed facilities such as RCO. |
| Changes | 8/02 | O <u>M</u> | O <u>M by Reference</u> | O <u>N/A</u> | Insert in leases at the RECO's option when the government requires changes during a new lease buildout phase. |
| Officials Not To Benefit | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with public contract law, 41 U.S.C. 22. |
| Covenant Against Contingent Fees | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with 41 USC 254. |
| Anti-Kickback | 10/96 | M | M by reference | M by reference | Insert in all leases in accordance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58. |
| Contract Disputes | 11/03 | M | M | M | Insert in all leases as required by FAA policy on contract and protest dispute resolution system from the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17. |
| Protest | 11/03 | M | M | M | |
| Examination of Records | 10/96 | M | M by reference | M by reference | Insert in all cost type leases where the lease payment is dependent |

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| | | | | | upon some variable cost such as taxes. However this clause should not be used in a fixed price lease. |
| Central Contractor Registration Real Property | 10/06 | M | M | M by reference | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR) and RE Guidance 3.1.4.2. CCR is the preferred method of contractor maintenance for FAA. CO may exempt some vendors IAW guidance provided in T3.3.1.8 & RE Guidance 3.1.4.2. If vendor is exempted from use of CCR, use clause "Contractor Payment Information - Non CCR - Real Property. |
| ALT 1- Contractor Payment Information - Real Property | 10/06 | M* | M* | M* by reference | *Used only if contractor is exempted from CCR. If this clause is used, remove CCR, Contractor Identification Number, and Certification of Registration in CCR clauses from the contract. Not used on non- payable awards. |
| Payment by Electronic Funds Transfer (EFT)- Central Contractor Registration Real Property | 10/06 | M | M | M by reference | Insert in all new "cost" leases, or bilateral mod <u>modifications</u> to existing leases IAW AMS T3.3.1.7 (EFT) and RE Guidance 3.1.4.1. Note: Clause is to be used in all cases, but lessor may qualify for a waiver |

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| | | | | | (See instructions in T3.3.1.7). The clause allows for documentation of waiver, and providing alternate mean to receive payment, but clause is to be retained in document, as waivers are NOT permanent. Clause is not applicable to no-cost leases or no-cost MOAs. |
| Contractor Identification Number - "Data Universal Numbering System" (DUNS) Number | 10/06 | M | M | M by reference | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.8 (CCR). Note If vendor is determined to be exempt pursuant T3.3.1.8, and then exclude this clause from contract. |
| Certification of Registration in CCR - Real Property | 10/06 | M | M | M by reference | Required on all cost contracts, unless vendor is exempted from CCR. If RECO is referencing the clause they need to request the DUNS number from the lessor. |
| Contractor Payment Information - Non CCR | 10/06 | O | O | O | Use this clause if you have been granted an exception to CCR. |
| Assignment of Claims | 10/96 | R <u>M</u> | M by reference | O <u>M by Reference</u> | Insert in all leases unless the terms of the lease prohibit assignment of claims. |
| Subordination, Nondistrubance and Attornment | 9/99 | M | M by reference | M by reference | Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondistrubance and/or |

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| | | | | | attornment. |
| Lessor's Successors | 10/96 | M | M | M by reference | This clause must be used to protect the lease rights of the Government in case of change in ownership of the property. |
| Sublease | 10/96 | M | Ⓞ <u>M by Reference</u> | Ⓞ <u>N/A</u> | Insert in leases where the RECO expects to sublease the FAA space to another tenant. However this clause does not relieve FAA with responsibilities of the terms of the lease. |
| No Waiver | 10/96 | M | Ⓞ <u>M by Reference</u> | Ⓞ <u>M by Reference</u> | Insert in all leases to protect the Government from waiving any rights under this lease. |
| Integrated Agreement | 10/96 | M | M by reference | O | Insert in all leases to assert the lease agreement defines the agreements between the parties. |
| Equal Opportunity | 10/96 | M | M by reference | O | Insert in all leases in accordance with affirmative action programs, 41 CFR 60-1 and 60-2. |
| Affirmative Action for Special Disabled and Vietnam Era Veterans | 10/96 | M | M by reference | O | Insert in all leases in accordance with Vietnam Era Veteran's Readjustment Assistance Act of 1972. |
| Affirmative Action For Disabled Workers | 10/96 | M | M by reference | O | Insert in all leases in accordance with Rehabilitation Act of 1973, 29 U.S.C. 793. |
| Seismic Safety In Existing Buildings | 9/98 | M | M | N/A | See exceptions in space guidance |
| Seismic Safety For | 9/98 | M | M | N/A | Mandatory for leases |

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| New Construction | | | | | involving new construction |
| Interference | 10/08 | N/A | N/A | M | Mandatory for leases involving antenna and rack space. |
| Coordination | 10/08 | N/A | N/A | M | Mandatory for leases involving antenna and rack space |
| Davis Bacon Act | 4/06 | M | M | O | In accordance with 40 U.S.C. 276a et seq.), use for leases over \$2,000 for construction, alteration or repair of public buildings or public works to be performed within the United States. |
| Closing <u>SECTION</u> Clauses — <u>3</u> & #160 <u>8211</u> ; CLOSING | | | | | |
| Attachments 8/02 O O | | | | | |
| Notices O | | | | | |
| Insert as necessary <u>Attachments</u> | | | | | |
| Name and Title of Owner 10/96 M M M Insert in all leases in order to complete a lease contract and follow FAA contract policy. This clause must be modified to comply with recording requirements of the local jurisdiction. | | | | | |
| Name of Contracting Officer 10/96 M M M | | | | | |
| Insert in all leases in order to complete a lease contract and follow FAA <u>Attachment</u> contract <u>A policy</u> . <u>Clauses</u> | | | | | |
| Attachment <u>A</u> <u>CLAUSE</u> <u>Clauses</u> <u>TITLE</u> | DATE | STANDARD <u>LEASE</u> | SMALL <u>LEASE</u> | ANTENNA <u>AND</u> <u>RACK</u> <u>SPACE</u> <u>LEASE</u> | PRESCRIPTION |
| Adjustment For Vacant Premises | 10/96 | R | O | O | Insert in all leases to provide the Government with protection if use of space changes during lease term. |
| Ceilings | 10/96 | R | O | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Condition Report | 10/96 | O | O | O | Insert in leases where |

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| | | | | | accepting space for occupancy. |
| Contracting Officers Representative | 10/96 | O | O | O | Insert in leases where a COR is designated. |
| Day to Day Extension | 8/02 | O | O | O | This clause should be used where the requiring activity desires some flexibility for the end date of the lease. If this clause is used in a cost lease, the total term of the lease, including the total day to day extension days, must not exceed the twenty year FAA leasing authority. |
| Display Advertising | 10/96 | O | O | O | Insert in leases where Government is sole occupant. |
| Doors | 10/96 | R | O | O | Insert in leases for door requirement. |
| Erection Of Signs | 10/96 | O | O | O | Insert in leases where signs are required. |
| Facility Security | 8/02 | M | M | O | Insert in all leases in accordance with FAA Order 1600.69. |
| Fire and Safety Requirements | 8/02 | M | M | O | Insert in all leases to provide protection to the Government. |
| Floor Load | 8/02 | R | O | O | Insert in all leases. Regional engineer should approve any changes. |
| General Health and Safety Standards | 8/02 | R | R | N/A | Insert in all leases to meet the following standards: local health, safety, building codes and FAA standards. |
| Grounds Maintenance | 10/96 | R | O | O | Insert in all leases where applicable. |
| Halon | 8/02 | R | R | O | Insert in all leases. Any changes should be approved by regional |

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| | | | | | environmental contact. |
| Hold Harmless | 10/96 | Ⓞ <u>M</u> | Ⓞ <u>M</u> | Ⓞ <u>R</u> | Insert in leases in accordance with Federal Tort Claims Act of 1948. |
| HVAC | 10/96 | R | O | O | Insert in all leases. RECO's should consult a regional engineer for changes to clause. |
| If Minimum Not Delivered | 10/96 | O | O | O | Insert in leases. |
| Indoor Air Quality | 8/02 | M | M | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Installation Of Antennas, Cables & Other Appurtenances | 10/96 | O | O | O | Insert in all leases as needed. |
| Interest For Late Payment | 10/96 | O | O | O | The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the Lessor when negotiating a lease. |
| Janitorial Services | 10/96 | O | O | O | Insert in leases, which provide for janitorial services. |
| Lighting | 10/96 | R | O | O | Insert in all leases. RECO's should consult a regional environmental contact for changes to clause. |
| Measurement For Payment | 10/96 | R | O | O | Insert in leases to determine the correct amount of space to pay rent on. |
| Non-Restoration | 10/96 | M | M | O | Insert in all leases unless specific restorations are negotiated. |
| Occupancy Permit | 10/96 | M [‡] | M [‡] | O | [‡] This clause is mandatory for new |

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| | | | | | leases as required by local law to have an occupancy permit to occupy space. |
| Operating Costs Escalator | 10/96 | O | O | O | Insert in lease where applicable. |
| OSHA Requirements | 10/96 | M | M | O | Insert in all leases in accordance with OSHA standards 29 CFR 1910 and 1926. |
| Painting | 8/02 | R | O | O | Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer. |
| Parking | 10/96 | O | O | O | Insert in leases where applicable. |
| Personnel Security - Security Screening of Persons or Individuals Employed or Hired by Lessor/Contractor | 1/07 | M | M | N/A | Insert in all leases in accordance with FAA Order 1600.72 and 1600.73 |
| Pest-Control | 8/02 | R | O | O | Insert in all leases. |
| Plans | 8/02 | R | O | O | Insert in all new lease actions and any alterations/renovations. |
| Prior Notification | 8/02 | R | O | N/A | Insert in all leases where construction will be done. |
| Progressive Occupancy | 10/96 | O | O | O | Insert in all leases where applicable. |
| Radon | 10/96 | M | M | O | Insert in all leases. Any changes should be approved by regional environmental contact. |
| Refrigerants | 8/02 | R | R | O | Insert in all leases. RECO's should consult a regional environmental contact for changes to the clause. |
| Restrooms & Drinking Fountains | 10/96 | R | O | O | Insert in all leases. |
| Services and Facilities | 10/96 | R | O | O | Insert in all leases. |

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| Tax Adjustment | 10/96 | O | O | O | Insert in all leases where applicable. |
| Time Extension | 10/96 | O | O | O | Insert in leases. |
| Unauthorized Negotiating | 10/96 | O | O | O | Insert in all leases. |
| Utilities Not Provided By The Lessor | 10/96 | R | R | O | Insert in all leases. |
| Warranty Of Space | 8/02 | M | R | O | Insert in all leases. |
| Window & Floor Covering | 8/02 | R | O | O | Insert in all leases. |
| Wiring For Telephones | 10/96 | O | O | O | Insert in leases. |
| FORMS | | | | | |
| ABAAS Compliance Report | 10/06 | M | M | N/A | Required for lessor to fill out to comply with ABAAS standard |
| Certification for Seismic Safety | 9/98 | M | EM | N/A | Certification required in accordance with space lease paragraphs 8X. Seismic Safety in Existing Leases and 8Y. Seismic Safety for New Construction. This attachment becomes part of the file after lease award. |
| Checklist for Rural Development Act | 4/03 | M | M | N/A | Check appropriate reason for not considering location in rural area. However if the RECO would like concurrence from the program office, they can get the program office to sign the checklist when site selection is based upon program needs. |
| Safety and Environmental Certification Checklist | 8/02 | R | O | N/A | Checklist recommended in accordance with space lease paragraph 6b Standards and Requirements. This |

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| | | | | | attachment becomes part of the file after lease award. |
| Vendor/Miscellaneous Payment Information Form | 11/97 | M | EM | M | EFT Form is required in accordance with space lease paragraph 8P. Electronic Funds Transfer. This attachment becomes part of the file after lease award. |

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Section 2.5.1 : Outgrant Clause Matrix

Old Content: Real Estate Guidance :

Section 2.5.1 : Outgrant Clause Matrix

OUTGRANT CLAUSE MATRIX

| CLAUSE TITLE | DATE OF CLAUSE | OUTGRANT LICENSE for Non-Feds | OUTGRANT PERMIT for FEDS or Other Government | PRESCRIPTION |
|--|----------------|-------------------------------|--|--|
| Anti-Kickback | Jan-07 | M | | Insert in all Outgrant License. |
| Assignment of Outgrant | Jan-07 | | M | The Outgrant Permit is not assignable to a third party. |
| Breach of Contract (Otherwise known as Cancellation) | Jan-07 | M | M | The Outgrant Permit can be terminated or cancelled by the FAA. |
| Consideration (Cost) | Jan-07 | M | M | Insert in all outgrants where “fee for use” is received. If outgrant (license or permit) need to put reimbursable number in parenthesis. |
| Consideration (No Cost) | Jan-07 | M | M | Insert in all outgrants where we do receive “fee for use”. |
| Compliance | Jan-07 | M | | For clauses A5 and B1 in Outgrant License, licensee is required to comply with all conditions or restrictions. |
| Covenant Against Contingent Fees | Jan-07 | M | | Insert in all Outgrant License. |

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| Damage | Jan-07 | M | M | No FAA property shall be damaged by the outgrant licensee or permittee. |
| Governing Law | Jan-07 | M | M | The Outgrant License and Permit shall be governed by Federal Law. |
| Indemnification | Jan-07 | M | O | Outgrant Licensee and Permittee agrees to hold harmless the FAA, its officers, agents and employees. |
| Interference with Government Operations | Jan-07 | M | M | This clause in Outgrant License is referred to “common impact to a FAA facility” (clause A6) and clause #4 for Outgrant Permit. |
| Laws and Ordinances | Jan-07 | M | | In the Outgrant License, the licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus. |
| Liable to Third Parties | Jan-07 | R | R | In the Outgrant License and Permit, licensee and permittee are liable to the third parties for any damage by hazards placed on the FAA property. |
| Maintenance | Jan-07 | M | M | The Outgrant License and Permit, the licensee and permittee is required to maintain the demised premises and shall schedule with the government representative any proposed installation or maintenance. |
| Notices | Jan-07 | M | M | Insert in all outgrants. This information is needed for contract administration; all contractual communication should be done through these contacts. Changes in this information require a contract modification. |
| Officials Not to Benefit | Jan-07 | M | | Insert in all outgrant license. |
| Operations | Jan-07 | M | M | The outgrant licensee and permittee shall confine activities or construction to the facility stated in the outgrant as stated in the license and permit. |
| Premises | Jan-07 | M | M | In Outgrant License and Permit known as description of premises. |
| Purpose | Jan-07 | M | M | Insert in all outgrants to define the FAA asset. |
| Contract | Jan-07 | M | M | Insert in all leases to establish the FAA |

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| Disputes | | | | regulations regarding Protests and Disputes under the AMS. |
| Restoration – Outgrant | Jan-07 | M | | Required for all Outgrant Licenses, the licenses shall restore the demised premises. |
| Security of Premises | Jan-07 | M | | In the Outgrant License and Permit, the licensee and the permittee is required to provide adequate security for the demised premises (clause A8). |
| Signature Block | Jan-07 | M | M | All outgrants must be signed by authorized parties to the agreement. |
| Term | Jan-07 | M | M | All outgrants must have a clearly defined term. |

LEGEND:

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| Mandatory- | Clauses must be included in the lease/agreement without any changes unless other party is prohibited legally from executing the document with the provision as written. Clauses either mandated by law, set by legal precedent or established by FAA policy. |
| Recommended- | These clauses provide protection to the government. These clauses, or a modified version, <u>should be used in all applicable circumstances</u> . RECOs may tailor the recommended clause to meet a specific situation with deviations in wording approved by region/center legal. |
| Optional- | RECO decides whether or not these clauses, or a modified version of these clauses, should be included in the lease. Deviations from the suggested wording must have the region/center legal approval. |

New Content: Real Estate Guidance :
Section 2.5.1 : Outgrant Clause Matrix

OUTGRANT CLAUSE MATRIX

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| CLAUSE TITLE | DATE OF CLAUSE | OUTGRANT LICENSE for Non-Feds | OUTGRANT PERMIT for FEDS or Other Government | PRESCRIPTION |
|--|----------------|-------------------------------|--|--|
| Anti-Kickback | Jan-07 | M | O | Insert in all Outgrant License. |
| Assignment of Outgrant | Jan-07 | | M | The Outgrant Permit is not assignable to a third party. |
| Breach of Contract (Otherwise known as Cancellation) | Jan-07 | M | M | The Outgrant Permit can be terminated or cancelled by the FAA. |
| Consideration (Cost) | Jan-07 | M | M | Insert in all outgrants where "fee for use" is received. If outgrant (license or permit) need to put reimbursable number in parenthesis. |
| Consideration (No Cost) | Jan-07 | M | M | Insert in all outgrants where we do receive "fee for use". |
| Compliance | Jan-07 | M | O | For clauses A5 and B1 in Outgrant License, licensee is required to comply with all conditions or restrictions. |
| Covenant Against Contingent Fees | Jan-07 | M | O | Insert in all Outgrant License. |
| Damage | Jan-07 | M | M | No FAA property shall be damaged by the outgrant licensee or permittee. |
| Governing Law | Jan-07 | M | M | The Outgrant License and Permit shall be governed by Federal Law. |
| Indemnification | Jan-07 | M | O | Outgrant Licensee and Permittee agrees to hold harmless the FAA, its officers, agents and employees. |
| Interference with Government Operations | Jan-07 | M | M | This clause in Outgrant License is referred to "common impact to a FAA facility" (clause A6) and clause #4 for Outgrant Permit. |
| Laws and Ordinances | Jan-07 | M | O | In the Outgrant License, the licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus. |
| Liable to Third Parties | Jan-07 | M | M | In the Outgrant License and Permit, licensee and permittee are liable to the third parties for any damage by hazards placed on the FAA property. |
| Maintenance | Jan-07 | M | M | The Outgrant License and Permit, the |

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| | | | | licensee and permittee is required to maintain the demised premises and shall schedule with the government representative any proposed installation or maintenance. |
| Notices | Jan-07 | M | M | Insert in all outgrants. This information is needed for contract administration; all contractual communication should be done through these contacts. Changes in this information require a contract modification. |
| Officials Not to Benefit | Jan-07 | M | O | Insert in all outgrant license. |
| Operations | Jan-07 | M | M | The outgrant licensee and permittee shall confine activities or construction to the facility stated in the outgrant as stated in the license and permit. |
| Premises | Jan-07 | M | M | In Outgrant License and Permit known as description of premises. |
| Purpose | Jan-07 | M | M | Insert in all outgrants to define the FAA asset. |
| Contract Disputes | Jan-07 | M | M | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Restoration – Outgrant | Jan-07 | M | O | Required for all Outgrant Licenses, the licensee shall restore the demised premises. |
| Security of Premises | Jan-07 | M | M | In the Outgrant License and Permit, the licensee and the permittee is required to provide adequate security for the demised premises (clause A8). |
| Signature Block | Jan-07 | M | M | All outgrants must be signed by authorized parties to the agreement. |
| Term | Jan-07 | M | M | All outgrants must have a clearly defined term. |

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| LEGEND: | |
| Mandatory- | Clauses must be included in the lease/agreement without any changes unless other party is prohibited legally from executing the document with the provision as written. Clauses either mandated by law, set by legal precedent or established by FAA policy. |
| Recommended- | These clauses provide protection to the government. These clauses, or a modified version, <u>should be used in all applicable circumstances</u> . RECOs may tailor the recommended clause to meet a specific |

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| | situation with deviations in wording approved by region/center legal. |
| Optional- | RECO decides whether or not these clauses, or a modified version of these clauses, should be included in the lease. Deviations from the suggested wording must have the region/center legal approval. |

Red Line Content: Real Estate Guidance :

Section 2.5.1 : Outgrant Clause Matrix

OUTGRANT CLAUSE MATRIX

| CLAUSE TITLE | DATE OF CLAUSE | OUTGRANT LICENSE for Non-Feds | OUTGRANT PERMIT for FEDS or Other Government | PRESCRIPTION |
|--|----------------|-------------------------------|--|--|
| Anti-Kickback | Jan-07 | M | <u>Q</u> | Insert in all Outgrant License. |
| Assignment of Outgrant | Jan-07 | | M | The Outgrant Permit is not assignable to a third party. |
| Breach of Contract (Otherwise known as Cancellation) | Jan-07 | M | M | The Outgrant Permit can be terminated or cancelled by the FAA. |
| Consideration (Cost) | Jan-07 | M | M | Insert in all outgrants where “fee for use” is received. If outgrant (license or permit) need to put reimbursable number in parenthesis. |
| Consideration (No Cost) | Jan-07 | M | M | Insert in all outgrants where we do receive “fee for use”. |
| Compliance | Jan-07 | M | <u>Q</u> | For clauses A5 and B1 in Outgrant License, licensee is required to comply with all conditions or restrictions. |
| Covenant Against Contingent Fees | Jan-07 | M | <u>Q</u> | Insert in all Outgrant License. |
| Damage | Jan-07 | M | M | No FAA property shall be damaged by the outgrant licensee or permittee. |
| Governing Law | Jan-07 | M | M | The Outgrant License and Permit shall be governed by Federal Law. |
| Indemnification | Jan-07 | M | O | Outgrant Licensee and Permittee agrees to hold harmless the FAA, its officers, agents and employees. |

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| Interference with Government Operations | Jan-07 | M | M | This clause in Outgrant License is referred to “common impact to a FAA facility” (clause A6) and clause #4 for Outgrant Permit. |
| Laws and Ordinances | Jan-07 | M | <u>Q</u> | In the Outgrant License, the licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus. |
| Liable to Third Parties | Jan-07 | R <u>M</u> | R <u>M</u> | In the Outgrant License and Permit, licensee and permittee are liable to the third parties for any damage by hazards placed on the FAA property. |
| Maintenance | Jan-07 | M | M | The Outgrant License and Permit, the licensee and permittee is required to maintain the demised premises and shall schedule with the government representative any proposed installation or maintenance. |
| Notices | Jan-07 | M | M | Insert in all outgrants. This information is needed for contract administration; all contractual communication should be done through these contacts. Changes in this information require a contract modification. |
| Officials Not to Benefit | Jan-07 | M | <u>Q</u> | Insert in all outgrant license. |
| Operations | Jan-07 | M | M | The outgrant licensee and permittee shall confine activities or construction to the facility stated in the outgrant as stated in the license and permit. |
| Premises | Jan-07 | M | M | In Outgrant License and Permit known as description of premises. |
| Purpose | Jan-07 | M | M | Insert in all outgrants to define the FAA asset. |
| Contract Disputes | Jan-07 | M | M | Insert in all leases to establish the FAA regulations regarding Protests and Disputes under the AMS. |
| Restoration – Outgrant | Jan-07 | M | <u>Q</u> | Required for all Outgrant Licenses, the licenses <u>licensee</u> shall restore the demised premises. |
| Security of | Jan-07 | M | <u>M</u> | In the Outgrant License and Permit, the |

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| Premises | | | | licensee and the permittee is required to provide adequate security for the demised premises (clause A8). |
| Signature Block | Jan-07 | M | M | All outgrants must be signed by authorized parties to the agreement. |
| Term | Jan-07 | M | M | All outgrants must have a clearly defined term. |

| | |
|----------------|--|
| LEGEND: | |
| Mandatory- | Clauses must be included in the lease/agreement without any changes unless other party is prohibited legally from executing the document with the provision as written. Clauses either mandated by law, set by legal precedent or established by FAA policy. |
| Recommended- | These clauses provide protection to the government. These clauses, or a modified version, should be used in all applicable circumstances. RECOs may tailor the recommended clause to meet a specific situation with deviations in wording approved by region/center legal. |
| Optional- | RECO decides whether or not these clauses, or a modified version of these clauses, should be included in the lease. Deviations from -the suggested wording must have the region/center legal approval. |

Section 2.6.8 : Standard Space Lease Form

Old Content: Real Estate Guidance :

Section 2.6.8 : Standard Space Lease Form

FEDERAL AVIATION ADMINISTRATION

LEASE FOR REAL PROPERTY

LEASE NUMBER

DTFA__-__-____

Date of Lease:_____

1. THIS LEASE (9/98), entered into by and between _____ whose interest in the property hereinafter described is that of _____, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the

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GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The Lessor hereby leases to the GOVERNMENT the following described premises:

3. TERM (1/01) - To have and to hold, for the term commencing on _____ and continuing through _____ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease number DTFAXX-XX-L-00000, which expires on _____.

3a.Option(s) to Extend Term (7/07) -The lease may, at the option of the Government, be extended beyond _____ at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond _____. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

4. CANCELLATION (8/02) - The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after _____ by giving at least _____ days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of \$ _____ per _____ shall be payable to the Lessor in arrears and will be due on the first workday of each _____, without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a _____ shall be prorated. Checks will be made payable to:

6. SERVICES AND UTILITIES (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.) (10/96)

Services, utilities, and maintenance will be provided daily, extending from _____ a.m. to _____ p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

- HEAT ONLY _____ DEG
- ELECTRICITY
- SPECIAL POWER – NOTED BELOW

- WATER (hot & cold)
- SNOW REMOVAL
- TRASH REMOVAL
- CHILLED DRINKING WATER
- HVAC - _____ DEG. F
- DAILY TOILET SUPPLIES & CLEANING
- DAILY JANITORIAL SERV. & SUPPLIES
- GROUND MAINTENANCE
- WINDOW WASHING – Frequency _____
- CARPET CLEANING – Frequency _____
- INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS
- PAINTING – Frequency _____ Space
Frequency _____ Public Areas
- OTHER (SPECIFY) _____

7. GENERAL CLAUSES:

A. INSPECTION (10/96) - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.

B. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

C. MAINTENANCE OF THE PREMISES (10/96) - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

D. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.

E. DEFAULT BY LESSOR (10/96) - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when

required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

(2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

F. COMPLIANCE WITH APPLICABLE LAWS (10/96) - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

G. DELIVERY AND CONDITION (10/96) - Unless the GOVERNMENT elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy.

H. ACCEPTANCE OF SPACE (8/02) - The Lessor shall prepare the premises with all due diligence to meet the GOVERNMENT'S requested start date. The Lessor shall paint all surfaces designated by the Real Estate Contracting Officer, and fully clean all leased areas. The Lessor shall complete all requested alterations within ____days of receipt of approved layout drawings, and shall notify the Real Estate Contracting Officer when the premises is ready. The Real Estate Contracting Officer or his representative shall promptly inspection the premises and determine if the premises is ready for the beneficial occupancy of the GOVERNMENT. Rent shall commence upon the date of the GOVERNMENT'S acceptance of the premises for beneficial occupancy.

I. ALTERATIONS (10/96) - The GOVERNMENT shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remains the property of the GOVERNMENT and may be removed or otherwise disposed of by the GOVERNMENT subject to the Lessor's approval not to be unreasonably withheld. The Parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the GOVERNMENT shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

J. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et.al and all applicable state and local accessibility laws and regulations.

K. CHANGES (8/02)

(1) The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

1. Work or services;
2. Facilities or space layout; or
3. Amount of space, provided the Lessor consents to the change.

(2) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following:

- A. An equitable adjustment in the rental rate;
- B. A lump sum equitable adjustment; or
- C. An equitable adjustment of the annual operating costs per Occupiable square foot specified in the SFO.

(3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

(4) Absent such written change order, the Government shall not be liable to Lessor under this clause.

L. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

M. COVENANT AGAINST CONTINGENT FEES (8/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

N. ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

O1. CONTRACT DISPUTES (11/03)

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington,
DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO .

O2. PROTEST (11/03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington,
DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

- (d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:
- (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
 - (ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

P. EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

Q1 - PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

(a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;

a. Accept payment by check or

b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) *Contractor's EFT information.* The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;

(ii) Paying any late payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) *EFT and payment terms.* A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate

recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) *EFT and Change of Name or Ownership Changes.* If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

(i) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) *Payment information.* The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

Q2 - CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY. (OCT-06)
(Note:Delete Q2, Q3, & Q4 if you use Q5, "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06))

The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract.

(a) Definitions. As used in this clause for:

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Contractor" is synonymous with "Lessor" for real property leases or other contracts

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property, the offerors DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

a) Change the name in the CCR database;

Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/ supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1) (i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer - Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

Q3 - CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed

requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property".

Q4 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".

(b) _____/_____

Signature of Offeror

/Date

Q5 - CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06) Delete if you utilize CCR clauses Q2, Q3 & Q4 above.

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

R. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

S. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96) - The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

T. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

U. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

V. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

W. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

X. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

Y. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

Z. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees

to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

AA. SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07) –Unless it is determined by the GOVERNMENT’S Contracting Officer that seismically conforming premises are not available, all existing buildings leased by the GOVERNMENT under this contract must meet the minimum acceptable performance seismic standard of ‘Life Safety’ as specified in Section 2.2 of *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary* issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-6. RP-6 is available on-line at (<http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>) and is available in print from the National Institute of Standards and Technology as NISTIR 6762.

All offers received in response to screening information request will be evaluated to determine whether they are in compliance with "Life Safety". If at least one offeror is fully compliant, all offerors who are not fully compliant will be considered non-responsive and ineligible for award.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

COMPLIANCE with LIFE SAFETY

Buildings designed and constructed in compliance with the seismic requirements of the building codes delineated in Section 1.3.1 of RP-6 are considered to fully meet the GOVERNMENT’S minimum seismic requirement. The offeror shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-6. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. If the building cannot be certified in accordance with RP-6, the structural engineer must evaluate the building using the *American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings* and attach the evaluation to the Certification of Seismic Compliance. Buildings meeting the requirements of ASCE 31-03 using a safety objective of ‘Life Safety’ are considered to meet the GOVERNMENT’S requirement.

LESS THAN LIFE SAFETY

Existing buildings, which cannot achieve life safety, will require documentation by an independent licensed structural engineer to describe the actual level of seismic compliance.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

BB. SEISMIC SAFETY FOR NEW CONSTRUCTION (1/07) - All construction performed under this contract must, as a minimum, be in accordance with current edition of the

International Building Code (IBC). Local seismic building codes may be use in place of IBC if, and only if, they provide a higher level of occupant safety. The Lessor shall provide, prior to the GOVERNMENT'S acceptance of the building(s), a written certification from an independent licensed structural engineer that the building(s) conforms to this requirement. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. When a code equivalency study is required it shall be attached to the structural engineer's certification.

During the design and development stages of construction, all design and engineering documents, including structural engineering calculations, shall be made available within twenty-four hours, after a verbal request from GOVERNMENT personnel to review said documents, or in another time frame agreed to in writing by the Real Estate Contracting Officer.

The sole purpose of this clause is to certify that the end product of this contract meets the seismic standards of the Department of Transportation. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the form "Certification of Seismic Compliance Form", the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

CC. Davis Bacon Act (4/96)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause titled "Apprentices, Trainees, and Helpers." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each

classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) Additional wage classifications.

(1) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification, and wage rate and fringe benefits therefor, only when all the following criteria have been met:

(A) Except with respect to helpers as defined in 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination.

(B) The classification is utilized in the area by the construction industry.

(C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(D) With respect to helpers, such classification prevails in the area in which the work is performed.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) or (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided that the

Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(e) The FAA reserves the unilateral right to modify this contract to incorporate changes to the wage rates issued by the Department of Labor. If such changes cause an increase or decrease in the contractor's cost of performance, the Contracting Officer shall equitably adjust the contract price.

(f) The Contractor shall comply with the requirements of the Copeland ("Anti-Kickback") Act (18 U.S.C. 874 and 40 U.S.C. 276c) and its implementing regulations (29 CFR Part 3), which prohibit inducing or intimidating employees to accept lessor compensation than they are entitled to under a contract of employment.

8. ATTACHMENTS (8/02) -

See herein attached - Attachment A

IN WITNESS WHEREOF, the parties hereto have signed their names:

| | | |
|--|--|---------------------------------|
| 9a. NAME AND TITLE OF OWNER <i>(Type or Print)</i> | 9b. SIGNATURE OF OWNER | 9c. DATE (10/96) |
| THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER. | | |
| 10a. NAME OF REAL ESTATE CONTRACTING OFFICER <i>(Type or Print)</i> | 10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER | 10c. DATE (10/96) |

New Content: Real Estate Guidance :
Section 2.6.8 : Standard Space Lease Form

FEDERAL AVIATION ADMINISTRATION
LEASE FOR REAL PROPERTY
LEASE NUMBER
DTFA__-__-_____

Section 1 – Space Lease

1. THIS LEASE, entered into by and between _____ whose interest in the property hereinafter described is that of _____, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION - The Lessor hereby leases to the GOVERNMENT the following described premises:

3. TERM - To have and to hold, for the term commencing on _____ and continuing through _____ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease number DTFAXX-XX-L-00000, which expires on _____.

3a.Option(s) to Extend Term -The lease may, at the option of the Government, be extended beyond _____ at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond _____. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

4. CANCELLATION - The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after _____ by giving at least _____ days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. RENTAL - Rent in the amount of \$_____ per _____ shall be payable to the Lessor in arrears and will be due on the first workday of each _____, without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a _____ shall be prorated. Checks will be made payable to:

6. SERVICES AND UTILITIES (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.)

Services, utilities, and maintenance will be provided daily, extending from _____ a.m. to _____ p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets,

lights, elevators, and GOVERNMENT office machines without additional payment.

HEAT ONLY _____ DEG

ELECTRICITY

SPECIAL POWER – NOTED BELOW

WATER (hot & cold)

SNOW REMOVAL

TRASH REMOVAL

CHILLED DRINKING WATER

HVAC - _____ DEG. F

DAILY TOILET SUPPLIES & CLEANING

DAILY JANITORIAL SERV. & SUPPLIES

GROUND MAINTENANCE

WINDOW WASHING – Frequency _____

CARPET CLEANING – Frequency _____

INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS

PAINTING – Frequency _____ Space

Frequency _____ Public Areas

OTHER (SPECIFY) _____

Section 2 - GENERAL CLAUSES:

7A. INSPECTION (10/96) - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.

7B. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

7C. MAINTENANCE OF THE PREMISES (10/96) - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

7D. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.

7E. DEFAULT BY LESSOR (10/96) - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the

Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

(2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

7F. COMPLIANCE WITH APPLICABLE LAWS (10/96) - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

7G. DELIVERY AND CONDITION (10/96) - Unless the GOVERNMENT elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy.

7H. ACCEPTANCE OF SPACE (8/02) - The Lessor shall prepare the premises with all due diligence to meet the GOVERNMENT'S requested start date. The Lessor shall paint all surfaces designated by the Real Estate Contracting Officer, and fully clean all leased areas. The Lessor shall complete all requested alterations within ____ days of receipt of approved layout drawings, and shall notify the Real Estate Contracting Officer when the premises is ready. The Real Estate Contracting Officer or his representative shall promptly inspect the premises and determine if the premises is ready for the beneficial occupancy of the GOVERNMENT. Rent shall commence upon the date of the GOVERNMENT'S acceptance of the premises for beneficial occupancy.

7I. ALTERATIONS (10/96) - The GOVERNMENT shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remains the property of the GOVERNMENT and may be removed or otherwise disposed of by the GOVERNMENT subject to the Lessor's approval not to be unreasonably withheld. The Parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the GOVERNMENT shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

7J. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et.al and all applicable state and local accessibility laws and regulations.

7K. CHANGES (8/02)

(1) The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

Work or services;

Facilities or space layout; or

Amount of space, provided the Lessor consents to the change.

(2) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following:

An equitable adjustment in the rental rate;

A lump sum equitable adjustment; or

An equitable adjustment of the annual operating costs per Occupiable square foot specified in the

SFO.

(3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

(4) Absent such written change order, the Government shall not be liable to Lessor under this clause.

7L. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

7M. COVENANT AGAINST CONTINGENT FEES (8/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

7N. ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

7O1. CONTRACT DISPUTES (11/03)

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591,

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO .

7O2. PROTEST (11/03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA)

and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591,

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720

(2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

7P. EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

7Q1 - PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

(a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;

a. Accept payment by check or

b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration -

Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;

(ii) Paying any late payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the

Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website:

<https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

7Q2 - CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY (OCT-06) (Note: Delete Q2, Q3, & Q4 if you use Q5, "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06))

The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract.

(a) Definitions. As used in this clause for:

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Contractor" is synonymous with "Lessor" for real property leases or other contracts

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property, the offerors DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

a) Change the name in the CCR database;

Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1)

(i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately

register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d)

"Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer - Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

7Q3 - CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property".

7Q4 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".

(b) _____ / _____
Signature of Offeror /Date

7Q5 - CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06) Delete if you utilize CCR clauses Q2, Q3 & Q4 above.

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

7R. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

7S. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96) - The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

7T. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

7U. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

7V. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

7W. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire

agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

7X. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

7Y. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7Z. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

AA. SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07) –Unless it is determined by the GOVERNMENT'S Contracting Officer that seismically conforming premises are not available, all existing buildings leased by the GOVERNMENT under this contract must meet the minimum acceptable performance seismic standard of 'Life Safety' as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-6. RP-6 is available on-line at (<http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>) and is available in print from the National Institute of Standards and Technology as NISTIR 6762.

All offers received in response to screening information request will be evaluated to determine whether they are in compliance with "Life Safety". If at least one offeror is fully compliant, all offerors who are not fully compliant will be considered non-responsive and ineligible for award. In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

COMPLIANCE with LIFE SAFETY

Buildings designed and constructed in compliance with the seismic requirements of the building codes delineated in Section 1.3.1 of RP-6 are considered to fully meet the GOVERNMENT'S minimum seismic requirement. The offeror shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-6. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. If the building cannot be certified in accordance with RP-6, the structural engineer must evaluate the building using the American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings and attach the evaluation to the Certification of Seismic Compliance. Buildings meeting the requirements of ASCE 31-03 using a safety objective of 'Life Safety' are considered to meet the GOVERNMENT'S requirement.

LESS THAN LIFE SAFETY

Existing buildings, which cannot achieve life safety, will require documentation by an

independent licensed structural engineer to describe the actual level of seismic compliance. In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

7BB. SEISMIC SAFETY FOR NEW CONSTRUCTION (1/07) - All construction performed under this contract must, as a minimum, be in accordance with current edition of the International Building Code (IBC). Local seismic building codes may be use in place of IBC if, and only if, they provide a higher level of occupant safety. The Lessor shall provide, prior to the GOVERNMENT'S acceptance of the building(s), a written certification from an independent licensed structural engineer that the building(s) conforms to this requirement. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. When a code equivalency study is required it shall be attached to the structural engineer's certification.

During the design and development stages of construction, all design and engineering documents, including structural engineering calculations, shall be made available within twenty-four hours, after a verbal request from GOVERNMENT personnel to review said documents, or in another time frame agreed to in writing by the Real Estate Contracting Officer.

The sole purpose of this clause is to certify that the end product of this contract meets the seismic standards of the Department of Transportation. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the form "Certification of Seismic Compliance Form", the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

7CC. LABOR STANDARDS (1/09) – If the Lessor proposes to satisfy the requirements of the lease through a construction of a new building or the complete rehabilitation or reconstruction of an existing building the Government will be the sole or predominant tenant such that nay other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to work performed in preparation for occupancy and use of the building by the Government. Full text versions of this clause are available at the following web site: <http://www.arnet.gov/far/>

52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation

52.222-6 Davis Bacon Act

Section 3 - Closing

NOTICES -

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

XXXX Location

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Address

City, State, Zip Code

FEDERAL AVIATION ADMINISTRATION

ATTN: Real Estate, XXX-XX(SYMBOL)

Address

ATTACHMENTS -

See herein attached - Attachment A

IN WITNESS WHEREOF, the parties hereto have signed their names:

| | | |
|---|--|------------------|
| 9a. NAME AND TITLE OF OWNER <i>(Type or Print)</i> | 9b. SIGNATURE OF OWNER | 9c. DATE |
| THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA | | |
| UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER. | | |
| 10a. NAME OF REAL ESTATE CONTRACTING OFFICER <i>(Type or Print)</i> | 10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER | 10c. DATE |

Red Line Content: Real Estate Guidance :
Section 2.6.8 : Standard Space Lease Form

FEDERAL AVIATION ADMINISTRATION ~~LEASE~~
LEASE FOR REAL PROPERTY ~~LEASE~~
LEASE NUMBER ~~DTFA~~
DTFA - - - - -

Date of Lease: _____

-

Section 1 – Space Lease

I. THIS LEASE ~~(9/98)~~, entered into by and between _____ whose interest in the property hereinafter described is that of _____, hereby

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referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:-~~2~~

~~2.~~ DESCRIPTION ~~(10/96)~~- The Lessor hereby leases to the GOVERNMENT the following described premises:-~~3~~

~~3.~~ TERM ~~(1/01)~~- To have and to hold, for the term commencing on _____ and continuing through _____ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.~~This~~

~~This~~ lease succeeds lease number DTFAXX-XX-L-00000, which expires on _____.

~~3a~~

~~3a.~~ Option(s) to Extend Term ~~(7/07)~~- The lease may, at the option of the Government, be extended beyond _____ at the rental rate established in Clause ~~-5-~~ herein and upon the terms and conditions herein specified and no extension shall extend beyond _____.

The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the ~~-~~ option(s) or of its intent to vacate ~~-~~ the premises at the end of the lease term. Any extension exercised by the ~~-~~ Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.~~-4~~

~~4.~~ CANCELLATION ~~(8/02)~~- The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after _____ by giving at least _____ days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~-5~~

~~5.~~ RENTAL ~~(10/96)~~- Rent in the amount of \$ _____ per _____ shall be payable to the Lessor in arrears and will be due on the first workday of each _____, without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a _____ shall be prorated. Checks will be made payable to:-~~6~~

~~6.~~ SERVICES AND UTILITIES (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.)~~(10/96)~~ ~~Services~~ ~~Services~~, utilities, and maintenance will be provided daily, extending from _____ a.m. to _____ p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.~~HEAT~~

~~HEAT~~ ONLY _____ DEG ~~ELECTRICITY SPECIAL~~

~~ELECTRICITY~~

~~SPECIAL~~ POWER – NOTED BELOW ~~WATER~~

~~WATER~~ (hot & cold) ~~SNOW~~

~~SNOW~~ REMOVAL ~~TRASH~~

~~TRASH~~ REMOVAL ~~CHILLED~~

~~CHILLED~~ DRINKING WATER ~~HVAC~~

~~HVAC~~ - _____ DEG. F ~~DAILY~~

~~DAILY~~ TOILET SUPPLIES & CLEANING ~~DAILY~~

~~DAILY~~ JANITORIAL SERV. & SUPPLIES ~~GROUND~~

GROUND MAINTENANCE ~~**WINDOW**~~

~~**WINDOW**~~ WASHING – Frequency _____ ~~**CARPET**~~

~~**CARPET**~~ CLEANING – Frequency _____ ~~**INITIAL**~~

~~**INITIAL**~~ & REPLACEMENT LAMPS, TUBES, & BALLASTS ~~**PAINTING**~~

~~**PAINTING**~~ – Frequency _____ Space

Frequency _____ Public Areas ~~**OTHER**~~

~~**OTHER**~~ (SPECIFY) _____

7. Section 2 - GENERAL CLAUSES: A

7A. INSPECTION (10/96) - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions. ~~**B**~~

7B. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due. ~~**C**~~

7C. MAINTENANCE OF THE PREMISES (10/96) - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. ~~**D**~~

7D. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease. ~~**E**~~

7E. DEFAULT BY LESSOR (10/96) - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

(2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part. ~~**F**~~

7F. COMPLIANCE WITH APPLICABLE LAWS (10/96) - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law. ~~**G**~~

7G. DELIVERY AND CONDITION (10/96) - Unless the GOVERNMENT elects to have the

space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy. ~~H~~

7H. ACCEPTANCE OF SPACE (8/02) - The Lessor shall prepare the premises with all due diligence to meet the GOVERNMENT'S requested start date. The Lessor shall paint all surfaces designated by the Real Estate Contracting Officer, and fully clean all leased areas. The Lessor shall complete all requested alterations within ____ days of receipt of approved layout drawings, and shall notify the Real Estate Contracting Officer when the premises is ready. The Real Estate Contracting Officer or his representative shall promptly inspect the premises and determine if the premises is ready for the beneficial occupancy of the GOVERNMENT. Rent shall commence upon the date of the GOVERNMENT'S acceptance of the premises for beneficial occupancy. ~~I~~

7I. ALTERATIONS (10/96) - The GOVERNMENT shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remains the property of the GOVERNMENT and may be removed or otherwise disposed of by the GOVERNMENT subject to the Lessor's approval not to be unreasonably withheld. The Parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the GOVERNMENT shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost. ~~J~~

7J. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et.al and all applicable state and local accessibility laws and regulations. ~~K~~

7K. CHANGES (8/02)

(1) The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following: ~~Work~~

Work or services; ~~Facilities~~

Facilities or space layout; or ~~Amount~~

Amount of space, provided the Lessor consents to the change.

(2) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following: ~~An~~

An equitable adjustment in the rental rate; ~~A~~

A lump sum equitable adjustment; or ~~An~~

An equitable adjustment of the annual operating costs per Occupiable square foot specified in the SFO.

(3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

(4) Absent such written change order, the Government shall not be liable to Lessor under this clause. ~~L~~

7L. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. ~~M~~

7M. COVENANT AGAINST CONTINGENT FEES (8/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee. ~~N~~

7N. ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor. ~~01~~

7O1. CONTRACT DISPUTES (11/03)

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591,

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA. ~~The~~

~~The~~ full text of the Contract Disputes clause is incorporated by reference. Upon request the ~~full~~ text will be provided ~~by~~ the RECO. ~~02~~

7O2. PROTEST (11/03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591,

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720

(2) At the same time as filing the protest with the ODR, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODR and shall be filed:

(i) Not later than seven (7) business days after the date the protestor knew or should have known of the grounds for the protest; or

(ii) If the protestor has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing. ~~The~~

~~The~~ full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO. ~~P~~

~~7P~~. EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract. ~~Q1~~

~~7Q1~~ - PAYMENT BY ELECTRONIC FUND TRANSFER- (OCT-06):

(a) Method of payment. ~~1~~

~~1~~. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph ~~1~~(a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts. ~~2~~

~~2~~. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either; ~~a~~

~~a~~. Accept payment by check or ~~b~~

~~b~~. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph ~~1~~(d) of this clause). ~~3~~

~~3~~. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, ~~1~~"Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information- ~~1~~ - Non-CCR". ~~1~~

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31- ~~1~~CFR Part- ~~1~~210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest

payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;

(ii) Paying any late payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30- days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph-(d)) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph-(d) "Suspension of Payment" clause.

(h) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration- - Real Property".

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The accounting-office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website:

<https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph-(a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.-Q2

702 - CENTRAL CONTRACTOR REGISTRATION - REAL-PROPERTY- -(OCT-06) (Note:

Delete Q2, Q3, & Q4 if you use Q5, "CONTRACTOR PAYMENT INFORMATION" - NON-CCR (OCT-06)) - ~~The~~

~~The~~ FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract. -

(a) Definitions. As used in this clause for:

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Contractor" is synonymous with "Lessor" for real property leases or other contracts

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property, the offerors DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may ~~proceed~~ to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one ~~business~~ day's written notification of its intention to: ~~a~~

~~a~~) Change the name in the CCR database; ~~Agree~~

Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1)

(i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors ~~may~~ qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the ~~"Vendor Miscellaneous Payment~~

Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer- Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757. ~~Q3~~

703 - CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) ~~-~~ If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property". ~~Q4~~

704 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number- Real Property".

(b) _____ / _____ ~~Signature~~
~~Signature~~ of Offeror /Date ~~Q5~~

705 - CONTRACTOR PAYMENT INFORMATION- NON-CCR (OCT-06) Delete if you utilize CCR clauses Q2, Q3 & Q4 above.

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate

information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer" - Real Property".-R

7R. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

S

7S. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96) - The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.-H

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.-T

7T. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.-U

7U. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.-V

7V. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.-W

7W. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.-X

7X. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).-Y

7Y. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations,

and relevant orders of the Secretary issued pursuant to the Act. ~~Z~~

7Z. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees ~~to~~ **to** comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act. ~~AA~~

AA. SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07) –Unless it is determined by the GOVERNMENT’S Contracting Officer that seismically conforming premises are not available, all existing buildings leased by the GOVERNMENT under this contract must meet the minimum acceptable performance seismic standard of ‘Life Safety’ as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-6. RP-6 is available on-line at (<http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>) and is available in print from the National Institute of Standards and Technology as NISTIR 6762. ~~All~~

All offers received in response to screening information request will be evaluated to determine whether they are in compliance with "Life Safety". If at least one offeror is fully compliant, all offerors who are not fully compliant will be considered non-responsive and ineligible for award.

~~In~~

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

COMPLIANCE

COMPLIANCE with LIFE SAFETY ~~Buildings~~

Buildings designed and constructed in compliance with the seismic requirements of the building codes delineated in Section 1.3.1 of RP-6 are considered to fully meet the GOVERNMENT’S minimum seismic requirement. The offeror shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-6. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. If the building cannot be certified in accordance with RP-6, the structural engineer must evaluate the building using the American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings and attach the evaluation to the Certification of Seismic Compliance.

Buildings meeting the requirements of ASCE 31-03 using a safety objective of ‘Life Safety’ are considered to meet the GOVERNMENT’S requirement. ~~LESS~~

LESS THAN LIFE SAFETY ~~Existing~~

Existing buildings, which cannot achieve life safety, will require documentation by an independent licensed structural engineer to describe the actual level of seismic compliance. ~~In~~

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease. ~~BB~~

7BB. SEISMIC SAFETY FOR NEW CONSTRUCTION (1/07) - All construction performed under this contract must, as a minimum, be in accordance with current ~~edition~~ of the

International Building Code (IBC). Local seismic building codes may be use in place of IBC if, and only if, they provide a higher level of occupant safety. The Lessor shall provide, prior to the GOVERNMENT'S acceptance of the building(s), a written certification from an independent licensed structural engineer that the building(s) conforms to this requirement. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. When a code equivalency study is required it shall be attached to the structural engineer's certification. ~~During~~

During the design and development stages of construction, all design and engineering documents, including structural engineering calculations, shall be made available within twenty-four hours, after a verbal request from GOVERNMENT personnel to review said documents, or in another time frame agreed to in writing by the Real Estate Contracting Officer. ~~The~~ The sole purpose of this clause is to certify that the end product of this contract meets the seismic standards of the Department of Transportation. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause. ~~In~~

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the form "Certification of Seismic Compliance Form", the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease. ~~CC~~

7CC. Davis-Bacon LABOR Act STANDARDS (41/96) (a) ~~All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 309)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof due at time of payment computed at rates not less than those contained in the wage determination~~ of If the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be Lessor alleged proposes to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) satisfy of the Davis-Bacon Act on behalf requirements of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph lease through a (d) construction of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, new funds, building or programs which cover the particular weekly period are deemed to be constructively complete made rehabilitation or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification reconstruction of work actually performed, without regard to skill, except as an provided in existing building the clause titled "Apprentices, Trainees, and Helpers." Laborers or mechanics performing work in more than one classification Government may will be compensated at the rate specified for each classification for the time actually worked sole or predominant therein; tenant provided, such that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at nay all times by the Contractor

and its subcontractors at the other site use of the work in a prominent and accessible place where it building can will be easily seen by the workers. (b) Additional wage classifications. (1) The Contracting Officer shall require that any class of laborers functionally or mechanics, including helpers, which is not listed quantitatively in the wage determination and which incidental is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification, and wage Government's rate use and fringe benefits therefor occupancy, only when all the following criteria have been met: (A) Except with respect to helpers as defined in 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination. (B) The classification is utilized in the area by Federal the construction Acquisition Regulation industry. (C) FAR The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (D) clauses With respect shall apply to helpers, such classification prevails in the area in which the work is performed. (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated preparation for fringe benefits where appropriate), occupancy a report and use of the action taken shall be sent building by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 Government. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days Full text versions of receipt and so advise the Contracting Officer or will notify this the Contracting Officer within clause are available at the 30-day period that additional following time web is site: necessary http://www.arnet.gov/far/ (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination 52. The Administrator, or an authorized representative, will issue a determination within 30 days 222-4 Contract of receipt Work Hours and so advise the Contracting Officer or will notify the Safety Contracting Officer Standards Act within the Overtime 30 Compensation 52, 222 day period that additional time 6 Davis is Bacon necessary. Act (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) or Section (b)(3) of this Closing

NOTICES clause.

All notices/correspondence shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate writing, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (d) If reference the Contractor does not make payments to a trustee or other third Lease person number, the Contractor and may consider be addressed as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program; provided that the Secretary of Labor has follows:

XXXX found Location

Address

City, upon the written request of the Contractor State, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (e) The FAA reserves the unilateral right to modify this contract to incorporate changes to the wage rates issued by the Department of Labor. If such changes cause an increase or decrease in Zip the Code

FEDERAL contractor's AVIATION cost ADMINISTRATION

ATTN: of performance Real Estate, the Contracting Officer shall equitably adjust the contract price. (f) The Contractor shall comply with the requirements of the Copeland ("Anti XXX-Kickback") Act (18 U.S.C. 874 and 40 U.S.C. 276c) and its implementing regulations XX (29 CFR Part 3 SYMBOL), which prohibit inducing or intimidating employees to accept lessor compensation than they are entitled to under a contract of employment.

8. ATTACHMENTS Address (8/02) - _____

See

ATTACHMENTS -

See herein attached - Attachment A

IN

IN WITNESS WHEREOF, the parties hereto have signed their names:

| | | |
|---|---|--------------------------|
| 9a. NAME AND TITLE OF OWNER (Type or Print) | 9b. SIGNATURE OF OWNER | 9c. DATE (10/96) |
| THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA | | |
| UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER. | | |
| 10a. NAME OF REAL ESTATE CONTRACTING OFFICER (Type or Print) | 10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER | 10c. DATE (10/96) |

Section 1.1.5 : Requirements

Old Content: Real Estate Guidance :

Section 1.1.5 : Requirements

Requirements received from the customer may be general in nature or can be very specific. The Real Estate Contracting Officer must ensure that whatever requirements are received, they contain sufficient detail to assure the customer's needs are met. The Real Estate Contracting Officer should work with the customer to clarify unclear or incomplete requirements and verify that the procurement requested is in conformance with applicable regulations. When appropriate, the Real Estate Contracting Officer should advise the customer of any alternatives available to satisfy the requirement.

Improvements to the land accomplished by the property owner (i.e. gates, grading, paving, clearing, fencing, etc.), as requested by the FAA, may be included in the procurement. Costs of improvements shall be evaluated to assure they are fair and reasonable. Payment for costs of these improvements can be by lump-sum payment or amortized over the term of a lease.

On requests for renewal of existing leases, the Real Estate Contracting Officer should determine if the property continues to meet the FAA's needs without any changes. Any changes required in the lease terms should be negotiated and included in the succeeding lease.

Legal description, title information, market survey/appraisal, Environmental Due Diligence Audit (EDDA), Environmental Assessment (EA) or Finding Of No Significant Impact (FONSI) should be obtained as early as possible in the land procurement process. This information is required prior to making a final offer to the property owner(s) for a new land lease/purchase. The requiring office shall provide the EDDA, EA or FONSI.

"Master" leases should be utilized for land lease renewals and new land leases of on-airport properties whenever possible. Master leases consolidate separate land leases into one document, and can significantly reduce the administrative work of the Real Estate Contracting Officer and airport officials.

The Real Estate Contracting Officer makes the determination of the appropriate method of procurement to be used to satisfy the requirement, either competitive or single source. A preliminary assessment of potential available sources may be needed to assist in the determination of the procurement method.

New Content: Real Estate Guidance :

Section 1.1.5 : Requirements

Requirements received from the customer may be general in nature or can be very specific. The Real Estate Contracting Officer must ensure that whatever requirements are received, they contain sufficient detail to assure the customer's needs are met. The Real Estate Contracting

Officer should work with the customer to clarify unclear or incomplete requirements and verify that the procurement requested is in conformance with applicable regulations. When appropriate, the Real Estate Contracting Officer should advise the customer of any alternatives available to satisfy the requirement.

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On requests for renewal of existing leases, the Real Estate Contracting Officer should determine if the property continues to meet the FAA's needs without any changes. Any changes required in the lease terms should be negotiated and included in the succeeding lease.

Legal description, title information, market survey/appraisal, Environmental Due Diligence Audit (EDDA), Environmental Impact Statement (EIS), Environmental Assessment (EA) or Finding Of No Significant Impact (FONSI) should be obtained as early as possible in the land procurement process. This information is required prior to making a final offer to the property owner(s) for a new land lease/purchase. The requiring office shall provide the EDDA, EIS, EA or FONSI.

"Master" leases should be utilized for land lease renewals and new land leases of on-airport properties whenever possible. Master leases consolidate separate land leases into one document, and can significantly reduce the administrative work of the Real Estate Contracting Officer and airport officials.

The Real Estate Contracting Officer makes the determination of the appropriate method of procurement to be used to satisfy the requirement, either competitive or single source. A preliminary assessment of potential available sources may be needed to assist in the determination of the procurement method.

Red Line Content: Real Estate Guidance :
Section 1.1.5 : Requirements

Requirements received from the customer may be general in nature or can be very specific. The Real Estate Contracting Officer must ensure that whatever requirements are received, they contain sufficient detail to assure the customer's needs are met. The Real Estate Contracting Officer should work with the customer to clarify unclear or incomplete requirements and verify that the procurement requested is in conformance with applicable regulations. When appropriate, the Real Estate Contracting Officer should advise the customer of any alternatives available to satisfy the requirement.

Improvements to the land accomplished by the property owner (i.e. gates, grading, paving, clearing, fencing, etc.), as requested by the FAA, may be included in the procurement. Costs of improvements shall be evaluated to assure they are fair and reasonable. Payment for costs of these improvements can be by lump-sum payment or amortized over the term of a lease.

On requests for renewal of existing leases, the Real Estate Contracting Officer should determine if the property continues to meet the FAA's needs without any changes. Any changes required in the lease terms should be negotiated and included in the succeeding lease.

Legal description, title information, market survey/appraisal, Environmental Due Diligence Audit (EDDA), Environmental **Impact Statement (EIS), Environmental** Assessment (EA) or Finding Of No Significant Impact (FONSI) should be obtained as early as possible in the land procurement process. This information is required prior to making a final offer to the property owner(s) for a new land lease/purchase. The requiring office shall provide the EDDA, **EIS**, EA or FONSI.

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Section 1.1.10 : Market Survey / Appraisal

Old Content: Real Estate Guidance :

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An appraisal is a formal written statement that a qualified appraiser prepares independently and impartially, giving an opinion, as of a specified date, of the defined value of a described parcel of real property, supported by the presentation and analysis of relevant market information. An appraisal is used to determine the fair market rent, and value or just compensation for purchase of a specific property.

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New Content: Real Estate Guidance :

Section 1.1.10 : Market Survey / Appraisal

FAST Version 04/2009

CR 09-29

p. 134

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Section 1.1.19 : Condemnation

Old Content: Real Estate Guidance :

Section 1.1.19 : Condemnation

When negotiations reach an impasse and FAA has a need for real property, the FAA may initiate eminent domain proceedings. Generally, protracted negotiations are not in the best interests of either party. Legal participation is required on all condemnations. The Department of Justice rules on condemnation and requirements for title must be followed when real property is acquired through purchase or condemnation proceedings.

The FAA almost exclusively uses Declarations of Taking (DT) when it acquires property by eminent domain since the majority of FAA acquisitions involve property that the FAA currently leases and which already support FAA facilities. Since it would clearly be impractical to vacate the property while the condemnation case is pending, the FAA utilizes a DT to acquire immediate title to the property, which permits the agency to continue operating the facility on the property. The Agency should avoid using condemnation for short-term acquisitions.

The RECO must follow the FAA procedural guide on “Acquisition of Real Property by Eminent Domain” ([create link 1.1.19.1](#)). When preparing the condemnation file, the RECO must use the condemnation checklist ([create link 1.1.19.2](#)).

Exceptions to the procedural Guide for FAA on Acquisition of Real Property by Eminent Domain

- Condemnation Package may be decided by Service Area such as RECO prepares the condemnation assembly for legal counsel who then puts the declaration of taking together and sends the package to DOJ. (reference to FAA guide page 11, Special Consideration for Expiring Leaseholds, paragraph 3 and page 15, Preparing a Condemnation Assembly, paragraph 1)

- Each Service Area needs to work with the Assistant US Attorney; however some service area the legal counsel receives the name of the AUSA and works with them and other service areas the RECO works with the AUSA. (Reference to FAA Guide on page 21, Post-Transmittal Activities, paragraph 1.)

A. WHEN CONDEMNATION IS NECESSARY

- Price disagreement
- Title defects
- Missing or unknown landowner
- Landowner violates terms of contract for sale
- Landowner's request or necessity
- Landowner unwilling to sell at any price

B. PRE-CONDEMNATION PROCESS

It is extremely important for the RECO to start lease renewal process at least 18 months prior to lease expiration allowing sufficient time for the agency to make an economic decision whether to institute a "straight" (complaint-only) condemnation (with full adjudication) or the DT. The agency will decide if it is in its best interest to condemn, continue leasehold, or possibly relocate the facility. Should a "straight" condemnation not be fully adjudicated prior to expiration of the lease, a lease extension or leasehold condemnation should be completed.

A feasibility study or business case should be prepared by the using service/requesting office to determine the remaining operational facility life. This is especially important with changing technology and the agency's plan to decommission facilities. The feasibility study or business case will be approved by AJA-62. The using service/requesting office will provide the determination to the RECO on the continuing need requirement of the facility

A lease versus purchase analysis must be conducted in order to determine the most economical acquisition method.

If it is determined it is in the best interest of the Government to acquire the property by direct purchase the RECO will follow the standard procurement process as outlined in AMS. The RECO will determine the estates to be acquired, obtain an accurate survey, obtain title evidence, obtain an initial appraisal report and assess any environmental issues.

If leasing property it is particularly important for the RECO to conduct a market survey and document the lease file. This information will be extremely important if the RECO ends up with a condemnation situation.

C. ACQUISITION OF REAL PROPERTY BY CONDEMNATION

The FAA should not automatically file a DT in every condemnation but should consider using the "straight" condemnation, if determined to be in the agency's best interest. Finally, for each

condemnation, a written determination and decision paper should be developed on whether the “straight” or DT condemnation should be used.

Note: The purpose of the “straight” condemnation would be to minimize large adverse awards by the Court under the DT method, and to give FAA flexibility to cease the condemnation action should it be determined not to be in the agency’s best interest at a later time.

In addition to condemning the fee or fee and restrictive easement, leasehold condemnations should also be considered. Leasehold condemnations may be appropriate when there is a very high risk of a large adverse award for a fee condemnation or the remaining facility operational life is ten years or less.

- A survey will be conducted on the property. The survey should define all the property the FAA needs to operate the facility to include the site (plot), access right-of-way (ROW), building restrictions easement, tree cutting easement, metal fencing easement, etc.
- The title company should be provided with complete and accurate survey information so it can conduct a title search over the appropriate number of years. Copies of recorded documents should be obtained (which could be voluminous). The title search should also include any out grants or leases given by the former owners.
- In cases where facilities require clear zones, because of potential interference with the operations of the facility, then fee simple of the entire property should be valued, and also the value of fee only for the site with a perpetual easement for the clear zone area. In all appraisal assignments, the value of leasehold for the facility life should be provided.
- The real estate contracting officer (RECO) must be consistent with the FAA Environmental Due Diligence Audit order 1015.19A when a condemnation is in process.

The RECO is prohibited from providing the landowner with a copy of the appraisal report

Note: If the FAA is paying rent and the lessor accepts the rental payment. The FAA is still considered in a holdover tenancy.

1. Time line for submissions to DOJ

- When using the Declaration of Taking method the submission of the condemnation assembly to DOJ must be at least sixty days prior to the date of lease expiration.
 - Note: RECO please remember to clearly state all the estates that you are taking under the Declaration of Taking. For further information please see Acquisition of Real Property by Eminent Domain, Appendix Four paragraph 6 subparagraph c.
- If the FAA determines that a “straight” (complaint-only) condemnation is appropriate, then the condemnation assembly should be sent to the DOJ at least one year before lease expiration.
- The FAA does not have to get title insurance policy however the FAA is required to get a title opinion from either DOJ, or someone to whom that authority is delegated in FAA.

2. Key Points for a RECO to remember regarding condemnation

- Condemnation is the process by which property of a private owner is taken for public use, without his consent, but upon the award and payment of just compensation. Condemnation is the right of the state to reassert its domain over any part of the soil of the state on the account of public exigency and for the public good. For all practical purposes the terms “condemnation” and “eminent domain” are synonymous.
- An available option to the US Government under the Constitution.
- You have the authority and responsibility to recommend when condemnation is appropriate.
- Cost/benefit of condemnation should be considered; a value issue: “what is in the best interest of the US government?”
- Used after earnest negotiations with property owner reaches impasse.
- A “Declaration of Taking” is a document used in a condemnation to give the government immediate use of the property.
- Involve FAA attorneys as early in the process as possible and consult with regional/center and headquarters counsel regarding condemnation issues.
- Document, document, document!
- The negotiator’s report is extremely important documentation in a condemnation case
- DOJ rules must be followed (4.2.3.7& “Preparing Condemnation Assemblies for Submission to the Department of Justice”)

New Content: Real Estate Guidance :

Section 1.1.19 : Condemnation

When negotiations reach an impasse and FAA has a need for real property, the FAA may initiate eminent domain proceedings. Generally, protracted negotiations are not in the best interests of either party. Legal participation is required on all condemnations. The Department of Justice rules on condemnation and requirements for title must be followed when real property is acquired through purchase or condemnation proceedings.

The FAA almost exclusively uses Declarations of Taking (DT) when it acquires property by eminent domain since the majority of FAA acquisitions involve property that the FAA currently leases and which already support FAA facilities. Since it would clearly be impractical to vacate the property while the condemnation case is pending, the FAA utilizes a DT to acquire immediate title to the property, which permits the agency to continue operating the facility on the property. The Agency should avoid using condemnation for short-term acquisitions.

The RECO must follow the FAA procedural guide on “Acquisition of Real Property by Eminent Domain”. When preparing the condemnation file, the RECO must use the condemnation checklist.

Exceptions to the procedural Guide for FAA on Acquisition of Real Property by Eminent Domain

- Condemnation Package may be decided by Service Area such as RECO prepares the condemnation assembly for legal counsel who then puts the declaration of taking together and sends the package to DOJ. (reference to FAA guide page 11, Special Consideration for Expiring Leaseholds, paragraph 3 and page 15, Preparing a Condemnation Assembly, paragraph 1)
- Each Service Area needs to work with the Assistant US Attorney; however some service area the legal counsel receives the name of the AUSA and works with them and other service areas the RECO works with the AUSA. (Reference to FAA Guide on page 21, Post-Transmittal Activities, paragraph 1.)

A. WHEN CONDEMNATION IS NECESSARY

- Price disagreement
- Title defects
- Missing or unknown landowner
- Landowner violates terms of contract for sale
- Landowner's request or necessity
- Landowner unwilling to sell at any price

B. PRE-CONDEMNATION PROCESS

It is extremely important for the RECO to start lease renewal process at least 18 months prior to lease expiration allowing sufficient time for the agency to make an economic decision whether to institute a "straight" (complaint-only) condemnation (with full adjudication) or the DT. The agency will decide if it is in its best interest to condemn, continue leasehold, or possibly relocate the facility. Should a "straight" condemnation not be fully adjudicated prior to expiration of the lease, a lease extension or leasehold condemnation should be completed.

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- The real estate contracting officer (RECO) actions must be consistent with the FAA Order 1015.19B, Environmental Due Diligence Audits, in the Conduct of FAA Real Property Transactions when a condemnation is in process.

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Red Line Content: Real Estate Guidance :

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