

CHANGE REQUEST COVER SHEET

Change Request Number: 12-110A

Date Received: 9/13/2012

Title: AMS Real Property Guidance Updates

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Policy OR Guidance: Guidance

Section/Text Location Affected: 2.3.2

Summary of Change: Guidance for tenant improvements has been updated for consistency with Attachment B to the Space Lease. Seismic Guidance has been updated based on new regulations contained within RP-8.

Reason for Change: Updates to Guidance for Tenant Improvements and Seismic Guidance based on comments from the field and new regulations.

Development, Review, and/or Concurrence: ALO-200, AGC-520, WLSA, ELSA, CLSA, ALO-300

Target Audience: Real Estate Contracting Officers

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)

Links for New/Modified Forms (or) Documents (LINK 2)

Links for New/Modified Forms (or) Documents (LINK 3)

SECTIONS ADDED:

Real Estate Guidance :

Section 2.3.3 : Tenant Improvements / Tenant Improvement Allowances for Space Acquisition [\[New Content\]](#)

Real Estate Guidance :

Section 2.3.3.1 : Questions and Answers [\[New Content\]](#)

Real Estate Guidance :

Section 2.3.3.2 : Examples of Attachment B in Practice [\[New Content\]](#)

Real Estate Guidance :

Section 2.3.3.3 : Glossary [\[New Content\]](#)

SECTIONS EDITED:

Real Estate Guidance :

Section 2.4.8 : Appendix H: Seismic [\[Old Content\]](#) [\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

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

SECTIONS ADDED:

Real Estate Guidance :

Section 2.3.3 : Tenant Improvements / Tenant Improvement Allowances for Space Acquisition

It should be noted that the key component of any lease is negotiating the tenant improvement (TI) and the tenant improvement allowance. Commercial building owners often offer a TI allowance as an inducement to signing a long term lease. The longer the firm term of the lease, the larger the TI allowance. The TI allowance is often tied to the firm term, as the Lessor wants assurance that his investment in fronting the TI allowance is "paid back" by the stream of rent over the firm term of the lease. The TI allowance is for the tenant to maximize the savings in construction cost and rental consideration. The TI allowance is often quoted as \$X dollars per square foot leased. When conducting a space acquisition, the Real Estate Contracting Officer (RECO) must negotiate a TI allowance for either the build-out of space from a cold dark shell or retrofitting existing space from a warm lit shell (see glossary below for definition). As mentioned in Attachment B, it should be noted that no costs associated with the building shell (either dark cold shell or warm lit shell) whichever is negotiated by the RECO, shall be included in the TI pricing.

It is important for the RECO to maintain control of the process when the TI being used by the Lessor. The RECO should be in contact with the Lessor to ensure that progress of the TI build-out is being conducted in accordance with the lease and receiving information on the use of the TI Allowance from the Lessor.

Real Estate Guidance :

Section 2.3.3.1 : Questions and Answers

Q1: What is a Tenant Improvement (TI)?

A1: Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition. The Government, at its sole discretion, will make all decisions as to the usage of the TI. In addition to construction costs, tenant

improvements include associated costs such as preparation of construction plans, construction management fees, city fees and permit costs or penalties, certificate of occupancy, applicable taxes, and engineering fees.

The following represent some examples of tenant improvements:

- Keyed switches to elevators to restrict after-hours access; special location indicators and controllers
- All initial wall finishes on TI partitions
- Floor finishes beyond defined standard requirements in tenant areas
- All fittings and fixtures within designated rentable areas, e.g., millwork and tenant signage counters
- Work for heating, ventilation, air conditioning, and rebalancing systems to suit tenant floor layouts and usage, including re-arrangement of existing zones and adding new zones and controls (including diffusers; branch duct reallocations/alterations)
- Upgrade to fire protection systems (e.g., specialized applications such as systems or laboratory protection) to comply with specialized tenant requirements
- Plumbing for additional refreshment areas and washrooms, showers to support job functions, and plumbing for laboratory or special areas
- All electrical power distribution in tenant's partitions and within tenant areas, such as service poles, power and controls for all TI equipment
- Additional lighting and controls to suit tenant space layout and usage
- Upgrade of light fixtures and diffusers in excess of those provided in base building, as well as specialty lighting such as pot lights and track lighting
- Adjustment to the location of "EXIT" and emergency lights to suit tenant layouts and exit routes
- Office tenant security, communication, public address and wiring systems, excluding removal and replacement and new mandatory operating equipment which are intrinsic to the building

Q2: What is a TI Allowance?

A2: Leases allow the Lessor to give the Lessee a TI Allowance for improvements to the leased premises:

- The Government uses the TI to build-out its area
- The Government's TI will be performed by the successful Offeror as part of the rental consideration and/or lump-sum payment
- Improvements must meet the quality standards and requirements of the lease and attachments
- The Government, at its sole discretion, shall make all decisions as to the usage of the TI Allowance. The Government may use all or part of the TI Allowance.

Q3: What if we do not spend the full TI Allowance provided by the Lessor?

A3: The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.

Q4: What if we spend in excess of the allowance provided by the Lessor?

A4: If it is anticipated that the Government will spend more than the allowance, the Government reserves the right to:

- Reduce the TI requirements;
- Pay a lump sum for the overage upon completion and acceptance of the improvements; and
- Increase the rent according to the negotiated amortization rate over the term of the lease.

Q5: What is the purpose of Attachment B?

A5: The purpose of Attachment B is to define and describe the processes which both the Lessor and the Government shall complete in order to design and build-out the TI. This process is based on generally accepted commercial building practices. This allows the RECO to maintain control of the process when the allowance is being used. Furthermore, if you look at Attachment B as being flexible (in a continual state of flux and not static) to fit the goals of the design and build-out for each project - then it will be easier to work with and will become a useful document/tool.

Q6: Can I make changes to the clauses? Who needs to approve the changes?

A6: The clauses in Attachment B are considered "required" which allows the RECO the flexibility to make changes based on the type of space requirement that is being built out, however, all changes to the attachment should be approved from the appropriate channels (i.e., legal council).

Q7: How does the RECO ensure that the FAA selects the general contractor?

A7: The RECO shall follow the following process:

- A minimum of three qualified contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process.
- Each proposal shall be reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
- The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
- Because the Lessor provided documentation that a minimum of 3 qualified contractors were invited to participate, detailed cost and pricing data are not required using the adequate price competition exception.

Real Estate Guidance :

Section 2.3.3.2 : Examples of Attachment B in Practice

The RECO can refer to these examples to see the flexibility of Attachment B in meeting requirements.

1. Flight Standards District Offices Relocation (FSDO) Build-to-suit. The purpose of Attachment B for this project was to provide for an Architect to represent the FAA and provide a viable method for both parties to complete the design and construction processes for a build to suit project. We looked at the page and half document General Services Administration (GSA) used at the time, we talked to Architects, and we drew from experience - to prepare this document for Legal approval. Legal checked for clarity and to make sure the process was legal but since it was a Real Estate document - they mostly left the structure up to Real Estate.

The most unique thing about this project was that the Shell (and the Tenant Improvements in that shell) had to be constructed from vacant land - and Attachment B was structured accordingly.

2. FSDO Relocation for 20,000 sq. ft. Attachment B was revised to fit the goals of this project of approximately 20,000 sq. ft. of TIs in a new empty shell building. It became a more complete document but many concepts were different than the FSDO project - and at eleven pages - it became longer.

3. System Support Center (SSC) Relocation for 3,000 sq. ft. Attachment B was reduced to just a few pages because this was smaller space (which also included warehouse space) and the design and construction process was not nearly as involved as the projects named above - and was almost entirely handled by the Lessor.

4. Certificate Management Office (CMO) and ATO relocation for co-location. Attachment B was revised to fit these two very different and unique projects. Louisville had incremental space challenges - and the FAA used an FAA Contractor as its Architect to interact with the Lessor's Architect and Contractor. The ATO project had timing challenges, Heating, Ventilation, and Air-Conditioning (HVAC) challenges, and at almost 79,000 sq. ft. was simply a large project to deal with overall. Attachment B for the ATO lease had significant revisions for the Regional Office Facilities Manager and the FAA Architect to deal with the design and build-out.

Real Estate Guidance: **Section 2.3.3.3 : Glossary**

1. American National Standards Institute (ANSI) / Building Owners and Managers Association (BOMA). Industry standards offered by the building owners and managers association for measuring floor area in office buildings (Current ANSI/BOMA Z65.1).

Example: Corridors and restrooms on a multi-tenant floor are generally prorated and added to each tenant's rental space. Shafts such as elevator shafts and vertical ducts are generally not allocated to any tenant.

2. Build-to-Suit. Built to suit means building a property to the specifications of the tenant/line of business requirements.

3. Change Order(s). Requirements not captured in the original price proposal are documented and agreed to by formal submission of change order request. This request must be detailed in writing and include the cost. It is required these change orders are approved by the RECO and the line of business prior to the work execution.

4. Construction/Working Drawings. The document that explains all phases of the construction for the Lessors contractors. The drawings will include: Demolition plan, Mechanical plan, HVAC, Door Schedule, Reflected Ceiling Plan, Power and Communication Plan, Furniture Plan, Interior finishes, and any other information required to complete the Tenant Improvements (TIs).

5. Design Intent Drawing (DID) (also known as "Preliminary Drawings" or "Prelims"). Describe the architectural design and technical requirements. DID's establish an early understanding between the FAA and the project architect on the desired design approach and detailed design assumptions to help work through design decisions early in the process before the development of construction documents (CDs). The DID's increase the chance of project coming in on time and within budget.

6. Heating Ventilation and Cooling System (HVAC). Buildings heating, ventilation and cooling system designed to regulate the building atmospheric conditions.

7. HVAC Air Balance Report. Is a certified report provided by the HVAC technician to insure the HVAC system is functioning in harmony, at their optimum performance, providing total occupant comfort (Be sure to request the report prior to space acceptance).

8. Price Proposal. Is the proposed cost by the Lessor to complete the tenant improvements needed to fulfill the requirements for the FAA.

9. Shell costs vs. Tenant Improvement Costs. Are items that are required of the Lessor to have in place to meet the minimum "Warm lit Space" condition before any TI (Agency) cost are expended. TI costs are the amount paid by the agency over and above the Allowance offered by the Lessor to complete the requirements.

10. Shell Space (Cold Dark Shell). Is a commercial or residential building with an unfinished interior and lacking heating, ventilating, and air conditioning (HVAC), and usually without lighting, plumbing, ceilings, elevators, or interior walls. (It is important to make sure the Lessors TI Allowance is sufficient to bring the Shell Space to a "Warm Lit Space" condition prior to expending any tenant improvement funds).

11. Shell Space with some improvements (Warm Lit Shell). Is a commercial or residential building with a minimally finished interior, usually with ceilings, lighting, plumbing, heating and cooling (HVAC), interior walls (painted or unpainted), electrical outlets, elevators, rest rooms, and a concrete floor. A warm lit shell is considered ready to lease and ready for TIs.

12. Tenant Improvement Allowance. Is the amount of money offered by the Lessor to refresh or bring prospective space up to a finished useable condition which may be included in the proposed rental rate. Allowance does not get paid back to the Lessor. The amount depends on many factors including the creditworthiness of the tenant, the terms in the lease, and the total square footage of the space. Note, TI Allowances do not only come in the form of a dollar per square foot, they can also be in a one lump sum amount or with mixed/flex space each different type could get a different amount.

For space with walls, doors, ceiling tiles, lighting, and electrical already in place because of a prior tenant, the offered TI allowance will typically be enough to replace worn carpets and wallpaper, paint walls, freshen up some cabinetry, and move a minor number of walls and

doors. For brand new space the TI should cover all or most of the cost of all new TI designs and components (except that of tenant specific or special requirements). Construction expenses in excess of the TI Allowance must be paid by the tenant.

13. Reconciliation. Final reconciliation of the total project cost from the original price proposal to the final invoice which should contain the paid receipts for all contractors and sub-contractors and release of lien notice from all contractors.

14. Unamortized Tenant Improvement Allowance. Provision in Attachment B for dealing with early termination by the government when agreeing to a TI allowance based on the full term of the lease. The RECO creates an amortization schedule based on a negotiated rate on which the TI allowance is treated like a "loan" payment schedule. The unamortized TI allowance declines as the FAA pays the agreed upon rent and should the FAA exercise a right to terminate prior to the full term then the Lessor is compensated for the TI allowance.

SECTIONS EDITED:

Section 2.4.8 : Appendix H: Seismic

Old Content: Real Estate Guidance :

Section 2.4.8 : Appendix H: Seismic

Building must meet current seismic safety requirements (E.O. 12699 & 12941 & P.L. 101-614)

The current standard for seismic safety in Federally owned or leased buildings is found in NIST RP-6, *Standards for Seismic Safety for Existing Federally Owned or Leased Buildings*, January 2002 (<http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>),. RP-6 requires a "Seismic Safety Certification" to be performed prior to signing any new lease or renewing existing leases. The requirements for the Seismic Safety Certification were originally found in FEMA 310. However, FEMA 310 was superseded by American Society of Civil Engineers (ASCE) Standard 31-03, *Seismic Evaluation of Existing Buildings* in 2003. In addition, Section 1.3 of RP-6 lists a number of exemptions that may relieve the Agency of the Seismic Safety Certification. These exemptions **must** be applied on a case-by-case basis. The following section below on leased buildings gives guidance for the evaluation process.

The FAA is required to implement a program to mitigate seismic hazards in buildings occupied by FAA. It is FAA's policy to ensure the safety of its employees. Accordingly, every effort should be made in the acquisition of space to house FAA employees in seismically safe buildings. In this regard, any new leases or renewals are to be made in buildings that comply with seismic standards or are exempt from the standards in accordance with Section 1.3 of RP-6.

There are several levels of seismic performance. For leasing purposes, RP-6 requires that, at a minimum, all buildings and space occupied by FAA personnel must meet the "Life-Safety" performance objective. A RECO may request a higher seismic performance objective if Agency requirements dictate a need for a performance objective higher than "Life Safety." The other performance objectives are "Immediate Occupancy", which implies that a building sustain a level of damage that was sufficiently minimal so that employees could reenter the building

immediately after an inspection, and “Continuous Performance”, which requires no damage to a building and no need for employees to leave their duty stations during or after an earthquake.

Leased Facilities

A licensed structural engineer, hired by the Lessor **must** certify on the [“C e r t i f i c a t i o n o f S e i s m i c C o m p l i a n c e”](#) form that the construction meets the established acceptable standard. The structural engineer’s certification is to be kept with the lease contract file for the life of the contract and included in the closeout file. An alternate document such as a letter from the lessor stating the building meets the seismic compliance does not take the place of the required certification form.

The RP-6 Standards shall apply to all or portions of a leased building by the FAA, unless exempt under the provisions of RP-6 Section 1.3 such as the following examples.

1.3.1 – Exception: The remaining useful life of the building or the agency’s requirement for the building has been identified as being less than five years.

1.3.2 - Exception: If no seismically conforming space is available, otherwise acceptable space with the best seismic resistance shall be pursued.

The Standards shall be applied to all privately owned buildings located on Federal land. Application of the Standards to evaluation and rehabilitation of seismic risks shall be the responsibility of the building owner. The RECO must include the seismic lease clause in any outgrant agreement or other agreement with the building owner to assure compliance to the Standard.

If none of the offers for leased space is located in a building that is fully compliant with FAA’s requirements for seismic safety, the RECO may not have the expertise in determining which of them is the most seismically resistant. In making these determinations, the RECO may need to contact the Seismic Safety Risk Mitigation Program (AJW-24).

Lease Clause

The seismic lease clause applies to all new and renewal leases and to construction of new buildings to be leased to FAA, construction of new buildings built with Federal assistance, and construction of new buildings and additions to existing buildings where FAA is responsible for regulating the structural safety of said buildings.

New Content: Real Estate Guidance :
Section 2.4.8 : Appendix H: Seismic

Buildings, or space, acquired for the FAA or constructed on FAA property must meet current seismic safety requirements as provided in E.O. 12699, E.O. 12941 & P.L. 101-614.

In 1996, NIST RP-4 Standards for Seismic Safety for Existing Federally Owned or Leased Buildings, February 1994, instituted a requirement that all Federal agencies leasing space and buildings were to follow Interagency Committee for Seismic Safety in Construction (ICSSC) standards similar to those required for existing owned buildings. RP-4 was superseded by RP-6 in 2002, and it in turn was superseded by RP-8 December 2011.

The current standard for seismic safety in Federally Owned or Leased Buildings is found in National Institute of Standards and Technology (NIST) RP-8, [Standards for Seismic Safety for Existing Federally Owned or Leased Buildings, December 2011](#). RP-8 requires a “Seismic Safety Certification” to be executed by a qualified structural engineer prior to signing any new lease or renewing existing leases. The requirements for the Seismic Safety Certification are found in RP8. In addition, Section 1.3 of RP-8 lists a number of exemptions and one exception that may relieve the Agency of the Seismic Safety Certification. These exemptions **must** be applied on a case-by-case basis and in consultation with the Seismic Risk Mitigation Program Office (AJW-242) at FAA Headquarters, or other seismic safety subject matter expert as may be provided by the Government.

Guidance on compliance requirements for leased space or buildings is set forth below:

The FAA is required to implement a program to mitigate seismic hazards in buildings occupied by FAA. It is FAA’s policy to ensure the safety of its employees. Accordingly, every effort should be made in the space acquisition process to ensure that FAA employees are housed in seismically safe buildings. In this regard, and to the extent practicable, any new leases or lease renewals are to be for space in buildings that comply with seismic standards or that are exempt from the standards in accordance with Section 1.3 of RP-8.

There are several levels of seismic performance. For leasing purposes, RP-8 requires that, at a minimum, all buildings and space occupied by FAA personnel must meet the “Life-Safety” performance objective. A RECO may request a higher seismic performance objective if Agency requirements dictate a need for a performance objective higher than “Life Safety.” The other performance objectives are “Immediate Occupancy,” which requires that a building be constructed so that it could sustain a level of damage during a seismic event that is sufficiently minimal that employees could re-enter the building immediately after a post-event inspection, and “Continuous Performance”, which requires that a building be constructed so that no damage would occur during a seismic event , and that, consequently, employees would not be required to leave their duty stations during or after a seismic event.

Leased Facilities

A licensed structural engineer hired by the Lessor **must** certify on the Certification of Seismic Compliance form that the construction meets the established acceptable standard, or applicable exemption or exception from the standard, or in the case of buildings that don’t meet the minimum standard, assesses the level of seismic compliance. The structural engineer’s certification is to be kept with the lease contract file for the life of the contract and included in the closeout file. An alternate document such as a letter from the Lessor stating the building meets the seismic compliance does not take the place of the required certification form.

The RP-8 Standards shall apply to all or portions of a building leased by the FAA, unless exempt under the provisions of RP-8. Section 1.3 of RP-8 does provide exemptions and exceptions to the standard. Following are examples of these exemptions and exceptions which cite the section of RP-8 the example is taken from:

1.3 – Exceptions

The following are common exemptions from the RP-8 standard:

- The remaining useful life of the building or the agency's requirement for the building has been identified as being less than five years.
- Any buildings in some areas designated as low seismic risk*
- Temporary short-term leases
- Total federal leased area in a non-federally owned building is less than 10,000 square feet, and meets certain shaking intensity criteria*
- One story buildings of steel light frame or wood construction under 3,000 sq. ft.*
- Building structures intended only for incidental human occupancy of less than 2 hours per day *
- Additional exemptions are available if applicable to the space being considered for lease, but see caveat below*

* Must consult with engineering services or equivalent seismic subject matter experts for assistance when considering application of an exemption, since most come with technical caveats and criteria contained in RP-8.

1.3.1 – Benchmark Buildings: Some buildings may qualify as benchmark buildings, designed or retrofitted with seismic provisions deemed suitable at the time of construction or renovation, and thus could be deemed to meet minimum seismic requirements. The application of the RP-8 standard for benchmark buildings is very complex and requires technical expertise to interpret. The RECO must consult with appropriate FAA seismic experts from engineering services or equivalent seismic subject matter experts, if an Offeror / Lessor submits a seismic certification claiming benchmark building status.

1.3.2 – Leased Buildings Exception: If no seismically conforming space is available, otherwise acceptable space with the best seismic resistance shall be pursued.

The distinction between an exemption and an exception is that an exemption allows a presumption to be made that the building is life safe based on research by the Government and industry. The exception does not allow a presumption of life safety. It indicates acceptance of the reality that the Agency cannot perform its mission without occupying that particular space. This decision should be made in writing by the Line of Business (LOB) that occupies or will occupy the space. Therefore the RECO must coordinate with the appropriate LOB manager and the Seismic Safety Risk Mitigation Program office (AJW-242), or other such seismic subject matter experts the FAA may provide, when the 'best available space' exception is utilized. The RECO must document the lease file regarding the LOBs decision and the justification provided. The LOB manager may choose to expand the delineated area to allow for more space options that

could meet the minimum requirement, or modify the space requirements (such as term of the lease) to allow for space provided via new construction, or the LOB may choose to expend Agency funds to have the FAA occupied space evaluated for life safety according to the requirements of RP-8. The term of any lease under this exemption should be limited to that time necessary for the tenant LOB to budget for and fund relocation to compliant space.

1.3.3 – Privately Owned Buildings on Federal Land: The Standards shall be applied to all privately owned buildings located on Federal land. Application of the Standards to evaluation and rehabilitation of seismic risks shall be the responsibility of the building owner. The RECO must include the seismic lease clauses in any outgrant agreement or other agreement that allows the privately owned building to be located on FAA property to ensure the structure is in compliance with the Standard.

Lease Clauses

The seismic safety clauses, 7AA “SEISMIC SAFETY FOR EXISTING BUILDINGS, and 7AB, SEISMIC SAFETY FOR NEW CONSTRUCTION apply to all new and renewal space leases, as well as to the construction of new buildings to be leased by the FAA, and to any outgrant license, permit, or other such agreement that may allow for the placement of a privately owned building on FAA or other federal property.

Red Line Content: Real Estate Guidance :
Section 2.4.8 : Appendix H: Seismic

~~Building~~*Buildings, or space, acquired for the FAA or constructed on FAA property* must meet current seismic safety requirements ~~(as provided in~~ E.O. 12699, ~~& E.O.~~ 12941 & P.L. 101-614.

In 1996, NIST RP-4 Standards for Seismic Safety for Existing Federally Owned or Leased Buildings, February 1994, instituted a requirement that all Federal agencies leasing space and buildings were to follow Interagency Committee for Seismic Safety in Construction (ICSSC) standards similar to those required for existing owned buildings. RP-4 was superseded by RP-6 in 2002, and it in turn was superseded by RP-8 December 2011.

The current standard for seismic safety in Federally ~~owned~~*Owned* or ~~leased~~*Leased* ~~buildings~~*Buildings* is found in *National Institute of Standards and Technology (NIST) RP-68, Standards for Seismic Safety for Existing Federally Owned or Leased Buildings, January December 2002 2011* (http://www.nist.gov/bfrlpubs/ccb/build01/PDF/NIST/b01056n11_gcr11_917_12.pdf)
7.- RP-68 requires a “Seismic Safety Certification” to be ~~performed~~*executed by a qualified structural engineer* prior to signing any new lease or renewing existing leases.- The requirements for the Seismic Safety Certification ~~were originally~~*are* found in ~~FEMA 310. However, FEMA 310 was superseded by American Society of Civil Engineers (ASCE) Standard 31-03, Seismic Evaluation of Existing Buildings in 2003~~*RP8*.- In addition, Section 1.3 of RP-68 lists a number of exemptions *and one exception* that may relieve the Agency of the Seismic Safety Certification.- These exemptions *must* be applied on a case-by-case basis.- ~~The following section~~*and in consultation below with the Seismic Risk Mitigation Program Office*

(AJW-242) at FAA Headquarters, or other seismic safety subject matter expert as may be provided by the Government.

Guidance on compliance requirements for leased buildings gives guidance for the evaluation space or buildings is set forth process below:

The FAA is required to implement a program to mitigate seismic hazards in buildings occupied by FAA. It is FAA's policy to ensure the safety of its employees. Accordingly, every effort should be made in the ~~acquisition of space~~ space acquisition process to ~~house~~ ensure that FAA employees are housed in seismically safe buildings. In this regard, and to the extent practicable, any new leases or lease renewals are to be made for space in buildings that comply with seismic standards or that are exempt from the standards in accordance with Section 1.3 of RP-68.

There are several levels of seismic performance. For leasing purposes, RP-68 requires that, at a minimum, all buildings and space occupied by FAA personnel must meet the "Life-Safety" performance objective. A RECO may request a higher seismic performance objective if Agency requirements dictate a need for a performance objective higher than "Life Safety." The other performance objectives are "Immediate Occupancy," which ~~implies~~ requires that a building be constructed so that it could sustain a level of damage during a seismic event that ~~was~~ is sufficiently minimal ~~so~~ that employees could ~~reenter~~ re-enter the building immediately after ~~an~~ post-event inspection, and "Continuous Performance", which requires that a building be constructed so that no damage ~~to~~ would occur during a ~~building and no need~~ seismic event, and ~~for that, consequently~~, employees would not be required to leave their duty stations during or after ~~an~~ a seismic earthquake event.

Leased Facilities

A licensed structural engineer, hired by the Lessor must certify on the ~~"~~ Certification of Seismic Compliance form that the construction meets the established acceptable standard, or applicable exemption or exception from the standard, or in the case of buildings that don't meet the minimum standard, assesses the level of seismic compliance. The structural engineer's certification is to be kept with the lease contract file for the life of the contract and included in the closeout file. An alternate document such as a letter from the ~~lessor~~ Lessor stating the building meets the seismic compliance does not take the place of the required certification form.

The RP-68 Standards shall apply to all or portions of a ~~leased~~ building leased by the FAA, unless exempt under the provisions of RP-68, Section 1.3 ~~such of as~~ RP-8 does provide exemptions and exceptions to the ~~following~~ standard. Following are examples of these exemptions and exceptions which cite the section of RP-8 the example is taken from:

1.3.1 – Exception: Exceptions-

The following are common exemptions from the RP-8 standard:

- The remaining useful life of the building or the agency's requirement for the building has been identified as being less than five years.
- Any buildings in some areas designated as low seismic risk*
- Temporary short-term leases
- Total federal leased area in a non-federally owned building is less than 10,000 square feet, and meets certain shaking intensity criteria*
- One story buildings of steel light frame or wood construction under 3,000 sq. ft.*
- Building structures intended only for incidental human occupancy of less than 2 hours per day *
- Additional exemptions are available if applicable to the space being considered for lease, but see caveat below*

* Must consult with engineering services or equivalent seismic subject matter experts for assistance when considering application of an exemption, since most come with technical caveats and criteria contained in RP-8.

1.3.1 – Benchmark Buildings: Some buildings may qualify as benchmark buildings, designed or retrofitted with seismic provisions deemed suitable at the time of construction or renovation, and thus could be deemed to meet minimum seismic requirements. The application of the RP-8 standard for benchmark buildings is very complex and requires technical expertise to interpret. The RECO must consult with appropriate FAA seismic experts from engineering services or equivalent seismic subject matter experts, if an Offeror / Lessor submits a seismic certification claiming benchmark building status.

1.3.2 – Leased Buildings Exception: If no seismically conforming space is available, otherwise acceptable space with the best seismic resistance shall be pursued.

The Standards distinction shall be applied between an exemption and an exception is that an exemption allows a presumption to all privately owned buildings be made that the located building is life safe based on Federal research and by the Government and industry. - Application The exception does not allow a presumption of life safety. It indicates acceptance of the Standards to evaluation and rehabilitation of seismic risks reality that the Agency cannot perform its mission shall without occupying that particular space. This decision should be made in writing by the responsibility Line of the Business building (LOB) owner that occupies or will occupy the space. - The Therefore the RECO must include coordinate with the seismic lease clause in any outgrant appropriate LOB manager and the Seismic agreement Safety Risk Mitigation Program office (AJW-242), or other agreements such with seismic subject matter experts the building owner FAA may to provide, assure compliance when the to 'best available space' exception is utilized. The RECO must document the Standard lease file regarding the LOBs decision and the justification provided. If none The of LOB manager may choose to expand the offers delineated area to allow for leased more space is options located in a building that that could meet the minimum is requirement, fully compliant with or modify the - FAA's space requirements (such as term of the lease) to allow for seismic space safety provided via new construction, or the RECO LOB may not choose to expend Agency funds to have the expertise in determining which FAA occupied space evaluated of for life safety them is according to the most requirements seismically of resistant RP-8. In making these The term of determinations any

~~the RECO may~~ lease under this need exemption should be limited to contact that time necessary for the Seismic Safety Risk Mitigation Program tenant LOB to budget for (AJW-24) and fund relocation to compliant space.

1.3.3 & #1608211; Privately Owned Buildings on Federal Land: The Standards shall be applied to all privately owned buildings located on Federal land. Application of the Standards to evaluation and rehabilitation of seismic risks shall be the responsibility of the building owner. The RECO must include the seismic lease clauses in any outgrant agreement or other agreement that allows the privately owned building to be located on FAA property to ensure the structure is in compliance with the Standard.

Lease Clause Clauses

The seismic ~~lease~~ safety clauses, 7AA "SEISMIC SAFETY FOR clause EXISTING applies BUILDINGS, and 7AB, SEISMIC SAFETY FOR NEW CONSTRUCTION apply to all new and renewal space leases, and as well as to the construction of new buildings to be leased to by the FAA, construction of new buildings and built with Federal assistance to any outgrant license, and permit, construction of new buildings and additions to existing buildings where FAA is responsible for regulating the structural safety of said buildings or other such agreement that may allow for the placement of a privately owned building on FAA or other federal property.

Section 2.5 : Space Clause Matrix

Old 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	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 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 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, Nondisturbance 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, 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	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.
Era Veterans 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					See exceptions in space guidance
	9/98	M	M	N/A	
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	6/09	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	PRESCRIPTION
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				RACK SPACE LEASE	
Adhesives and Sealants	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
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	4/12	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	4/12	M	M	O	Insert in all leases in accordance with FAA Order 1600.69.
Fall Protection	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Fire and Safety Requirements	4/12	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	4/12	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	4/12	R	R	O	Insert in all leases. Any changes should be approved by regional environmental contact.
Hazardous Materials	4/12	M	M	O	Insert in all leases. Any changes should be approved by service area 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 service area engineer for changes to clause.
If Minimum Not Delivered	10/96	O	O	O	Insert in leases.
Indoor Air Quality	4/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Installation Of Antennas, Cables & Other Appurtenances	4/12	O	O	O	Insert in all leases as needed.
Interest For Late Payment	4/12	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	4/12	O	O	O	Insert in leases, which provide for janitorial services.
Landscaping	4/12	R	O	O	Insert in all new leases where conditions permit landscaping and upgrade landscaping during lease renewal. Any changes should be approved by service area environmental contact.

Lighting	4/12	R	O	O	Insert in all leases. Any changes should be approved by service area environmental contact.
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	4/12	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	4/12	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	4/12	R	O	O	Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer.
Parking	4/12	O	O	O	Insert in leases where applicable.
Personnel Security - Security Screening of Persons or Individuals Employed or Hired by Lessor/Contractor	4/12	M	M	N/A	Insert in all leases in accordance with FAA Order 1600.72 and 1600.73
Pest Control	4/12	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 service area environmental contact.
Recycled Content Products (Comprehensive Procurement Guidelines)	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.

Refrigerants	8/02	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Restrooms & Drinking Fountains	4/12	R	O	O	Insert in all leases.
Seismic Safety for Equipment	4/12	M	M	R	Insert in all leases. Any changes should be approved by service area environmental contact.
Services and Facilities	4/12	R	O	O	Insert in all leases.
Tax Adjustment	4/12	O	O	O	Insert in all leases where applicable.
Time Extension	10/96	O	O	O	Insert in leases.
Unauthorized Negotiating	4/12	O	O	O	Insert in all leases.
Utilities Not Provided By The Lessor	4/12	R	R	O	Insert in all leases.
Warranty Of Space	4/12	M	R	O	Insert in all leases.
Window & Floor Covering	4/12	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.

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 and Attachment B 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	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 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	N/A	Insert in all new lease

			Reference		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 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, Nondisturbance 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, 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	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	10/12	M	M*	N/A	<p>*Mandatory for space leases 10,000 SF or greater in existing buildings. Not required for Leases less than 10,000 SF, if in an area of low seismicity per the criteria set RP-8, Section 1.3, or the FAA determines that the acquisition meets one of the additional exceptions:</p> <p>Small lease housed in single story structure of wood or metal frame less than 3,000 SF.</p> <p>Agency requirement is less than 5 Years.</p> <p>If Lessor or FAA proposes an exemption or the "best available space" exception to the certification requirement RECO must document file with determination after consulting seismic safety personnel.</p>
Seismic Safety For New Construction	10/12	M	M	N/A	Mandatory for leases involving new construction or major renovation (Project cost exceeds 50% of building replacement value)
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	6/09	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.
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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
Adhesives and Sealants	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
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	4/12	R	O	O	Insert in leases for door requirement.
Electrical Safety	4/12	M	M	M	Insert in all leases. Any

					changes should be approved by service area environmental contact.
EOSH	4/12	M	M	R	Insert in all leases. Any changes should be approved by service area environmental contact.
Erection Of Signs	10/96	O	O	O	Insert in leases where signs are required.
Facility Security	4/12	M	M	O	Insert in all leases in accordance with FAA Order 1600.69.
Fall Protection	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Fire and Safety Requirements	4/12	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	4/12	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	4/12	R	R	O	Insert in all leases. Any changes should be approved by regional environmental contact.
Hazardous Materials	4/12	M	M	O	Insert in all leases. Any changes should be approved by service area 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 service area engineer for changes to clause.
If Minimum Not Delivered	10/96	O	O	O	Insert in leases.
Indoor Air Quality	4/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental

					contact.
Installation Of Antennas, Cables & Other Appurtenances	4/12	O	O	O	Insert in all leases as needed.
Interest For Late Payment	4/12	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	4/12	O	O	O	Insert in leases, which provide for janitorial services.
Landscaping	4/12	R	O	O	Insert in all new leases where conditions permit landscaping and upgrade landscaping during lease renewal. Any changes should be approved by service area environmental contact.
Lighting	4/12	R	O	O	Insert in all leases. Any changes should be approved by service area environmental contact.
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	4/12	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	4/12	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	4/12	R	O	O	Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer.
Parking	4/12	O	O	O	Insert in leases where applicable.
Personnel Security - Security Screening of	4/12	M	M	N/A	Insert in all leases in accordance with FAA Order

Persons or Individuals Employed or Hired by Lessor/Contractor					1600.72 and 1600.73
Pest Control	4/12	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 service area environmental contact.
Recycled Content Products (Comprehensive Procurement Guidelines)	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Recycling	1/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Refrigerants	8/02	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Restrooms & Drinking Fountains	4/12	R	O	O	Insert in all leases.
Seismic Safety for Equipment	4/12	M	M	R	Insert in all leases. Any changes should be approved by service area environmental contact.
Services and Facilities	4/12	R	O	O	Insert in all leases.
Tax Adjustment	4/12	O	O	O	Insert in all leases where applicable.
Time Extension	10/96	O	O	O	Insert in leases.
Unauthorized Negotiating	4/12	O	O	O	Insert in all leases.
Utilities Not Provided By The Lessor		R	R	O	Insert in all leases.
	4/12				
Warranty Of Space	4/12	M	R	O	Insert in all leases.
Window & Floor Covering	4/12	R	O	O	Insert in all leases.
Wiring For Telephones	10/96	O	O	O	Insert in leases.
Attachment B Clauses					
CLAUSE TITLE	DATE	STANDARD	SMALL	ANTENNA	PRESCRIPTION

		LEASE	LEASE	AND RACK SPACE LEASE	
Air Balance Report	10/12	R	O	O	Insert in leases where applicable.
Amortization Schedule	10/12	R	O	O	Insert in leases where applicable.
As-Built Floor Plans After Occupancy	10/12	R	O	O	Insert in leases where applicable.
Construction Schedule	10/12	R	O	O	Insert in leases where applicable.
Construction Schedule and Acceptance of Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Construction of Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Construction Waste Management	7/10	R	O	O	Insert in leases where applicable.
Construction Inspections	10/12	R	O	O	Insert in leases where applicable.
Design Intent Drawings	10/12	R	O	O	Insert in leases where applicable.
High Performance Sustainable Building (HPSB) Requirements	10/12	R	O	O	Insert in leases where applicable.
Lease Commencement	7/10	R	O	O	Insert in leases where applicable.
Lessor's Recovery of Tenant Improvement Allowance in the Event of Cancellation	10/12	R	O	O	Insert in leases where applicable.
Lessor's Recovery of Tenant Improvement Costs In Excess of The Allowance	10/12	R	O	O	Insert in leases where applicable.
Liquidated Damages	7/10	R	O	O	Insert in leases where applicable.
Measurement of Space	7/10	R	O	O	Insert in leases where applicable.
Occupancy Permit	10/12	R	O	O	Insert in leases where applicable.
Other Requirements	7/10	R	O	O	Insert in leases where applicable.
Progress Reports	7/10	R	O	O	Insert in leases where applicable.
Rent Commencement	7/10	R	O	O	Insert in leases where applicable.
Required Information Post Award: Green	10/12	R	O	O	Insert in leases where applicable.

Label Certification for Sustainability Verification					
Responsibility of the Lessor and Lessor's Architect/Engineer	10/12	R	O	O	Insert in leases where applicable.
Review of Working/Construction Documents	10/12	R	O	O	Insert in leases where applicable.
Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Tenant Improvements Price Proposal Based on Construction Drawings	10/12	R	O	O	Insert in leases where applicable.
Walk-Through and Acceptance of Space	10/12	R	O	O	Insert in leases where applicable.
Work Performance	7/10	R	O	O	Insert in leases where applicable.
Working/Construction Drawings	7/10	R	O	O	Insert in leases where applicable.

FORMS

CLAUSE TITLE	DATE	STANDARD LEASE	SMALL LEASE	ANTENNA AND RACK SPACE LEASE	PRESCRIPTION
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	8/02	R	O	N/A	Checklist recommended in

Environmental Certification Checklist					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).

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

-Attachment A and Attachment B 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	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 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	10/06	M	M	M by reference	Insert in all new "cost" leases, or bilateral modifications to existing leases IAW

Registration Real Property					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	M	M by reference	M by Reference	Insert in all leases unless the terms of the lease prohibit assignment of claims.
Subordination, Nondisturbance 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, 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	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.
Era Veterans					
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 <u>10/9812</u>	M	M <u>*</u>	N/A	<u>See *Mandatory for space leases 10,000 SF or greater in existing buildings. Not required for Leases less than 10,000 SF, if in an area of low seismicity per the criteria set RP-8, Section 1.3, or the FAA determines that</u>

					<p><u>the acquisition meets one of the additional exceptions:</u></p> <p><u>Small lease housed in <u>single story structure of wood or metal frame less than 3.000 SF.</u></u></p> <p><u>Agency requirement is less than 5 Years.</u></p> <p><u>If Lessor or FAA proposes an exemption or the "best available space"</u> <u>guidance</u><u>exception to the certification requirement RECO must document file with determination after consulting seismic safety personnel.</u></p>
Seismic Safety For New Construction	9 <u>10</u> /98 <u>12</u>	M	M	N/A	Mandatory for leases involving new construction <u>or major renovation (Project cost exceeds 50% of building replacement value)</u>
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	6/09	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
Adhesives and Sealants	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
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	4/12	R	O	O	Insert in leases for door requirement.
<u>Electrical Safety</u>	4/12	M	M	M	Insert in all leases. Any changes should be approved by service

					area environmental contact.
EOSH	4/12	M	M	R	Insert in all leases. Any changes should be approved by service area environmental contact.
Erection Of Signs	10/96	O	O	O	Insert in leases where signs are required.
Facility Security	4/12	M	M	O	Insert in all leases in accordance with FAA Order 1600.69.
Fall Protection	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Fire and Safety Requirements	4/12	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	4/12	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	4/12	R	R	O	Insert in all leases. Any changes should be approved by regional environmental contact.
Hazardous Materials	4/12	M	M	O	Insert in all leases. Any changes should be approved by service area 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 service area engineer for changes to clause.
If Minimum Not Delivered	10/96	O	O	O	Insert in leases.

Indoor Air Quality	4/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Installation Of Antennas, Cables & Other Appurtenances	4/12	O	O	O	Insert in all leases as needed.
Interest For Late Payment	4/12	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	4/12	O	O	O	Insert in leases, which provide for janitorial services.
Landscaping	4/12	R	O	O	Insert in all new leases where conditions permit landscaping and upgrade landscaping during lease renewal. Any changes should be approved by service area environmental contact.
Lighting	4/12	R	O	O	Insert in all leases. Any changes should be approved by service area environmental contact.
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	4/12	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	4/12	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	4/12	R	O	O	Insert in all new leases. RECO should insert in all leases with lease terms of five years or longer.
Parking	4/12	O	O	O	Insert in leases where applicable.
Personnel Security - Security Screening of Persons or Individuals Employed or Hired by Lessor/Contractor	4/12	M	M	N/A	Insert in all leases in accordance with FAA Order 1600.72 and 1600.73
Pest Control	4/12	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 service area environmental contact.
Recycled Content Products (Comprehensive Procurement Guidelines)	4/12	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
<u>Recycling</u>	1/12	M	M	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Refrigerants	8/02	R	R	O	Insert in all leases. Any changes should be approved by service area environmental contact.
Restrooms & Drinking Fountains	4/12	R	O	O	Insert in all leases.
Seismic Safety for Equipment	4/12	M	M	R	Insert in all leases. Any changes should be approved by service area environmental contact.

Services and Facilities	4/12	R	O	O	Insert in all leases.
Tax Adjustment	4/12	O	O	O	Insert in all leases where applicable.
Time Extension	10/96	O	O	O	Insert in leases.
Unauthorized Negotiating	4/12	O	O	O	Insert in all leases.
Utilities Not Provided By The Lessor	4/12	R	R	O	Insert in all leases.
Warranty Of Space	4/12	M	R	O	Insert in all leases.
Window & Floor Covering	4/12	R	O	O	Insert in all leases.
Wiring For Telephones	10/96	O	O	O	Insert in leases.

Attachment B Clauses

<u>FORMS</u> <u>CLAUSE</u> <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>
Air Balance Report	10/12	R	O	O	Insert in leases where applicable.
Amortization Schedule	10/12	R	O	O	Insert in leases where applicable.
As-Built Floor Plans After Occupancy	10/12	R	O	O	Insert in leases where applicable.
Construction Schedule	10/12	R	O	O	Insert in leases where applicable.
Construction Schedule and Acceptance of Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Construction of Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Construction Waste Management	7/10	R	O	O	Insert in leases where applicable.
Construction Inspections	10/12	R	O	O	Insert in leases where applicable.
Design Intent Drawings	10/12	R	O	O	Insert in leases where applicable.
High Performance Sustainable Building (HPSB) Requirements	10/12	R	O	O	Insert in leases where applicable.
Lease Commencement	7/10	R	<u>O</u>	O	Insert in leases where applicable.
Lessor & #1608217;s <u>Recovery of Tenant</u>	10/12	<u>R</u>	O	O	Insert in leases where applicable.

<u>Improvement Allowance in the Event of Cancellation</u>					
Lessor's <u>Recovery of Tenant Improvement Costs In Excess of The Allowance</u>	10/12	R	O	O	Insert in leases where applicable.
Liquidated Damages	7/10	R	O	O	Insert in leases where applicable.
Measurement of Space	7/10	R	O	O	Insert in leases where applicable.
Occupancy Permit	10/12	R	O	O	Insert in leases where applicable.
Other Requirements	7/10	R	O	O	Insert in leases where applicable.
Progress Reports	7/10	R	O	O	Insert in leases where applicable.
Rent Commencement	7/10	R	O	O	Insert in leases where applicable.
Required Information Post Award: Green Label Certification for Sustainability Verification	10/12	R	O	O	Insert in leases where applicable.
<u>Responsibility of the Lessor and Lessor's Architect/Engineer</u>	10/12	R	O	O	Insert in leases where applicable.
Review of Working/Construction Documents	10/12	R	O	O	Insert in leases where applicable.
Tenant Improvements	10/12	R	O	O	Insert in leases where applicable.
Tenant Improvements Price Proposal Based on Construction Drawings	10/12	R	O	O	Insert in leases where applicable.
Walk-Through and Acceptance of Space	10/12	R	O	O	Insert in leases where applicable.
Work Performance	7/10	R	O	O	Insert in leases where applicable.
Working/Construction Drawings	7/10	R	O	O	Insert in leases where applicable.
FORMS					
CLAUSE TITLE	DATE	STANDARD LEASE	SMALL LEASE	ANTENNA AND RACK	<u>PRESCRIPTION</u>

				SPACE LEASE	
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.