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| U.S. Department  of Transportation  Federal Aviation  Administration | **Real Property Clauses** |

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| **Clause #** | **Clause Title** | **Clause Date** | **Prescription** | **Clause Language** |
| 3.2.5 | **Anti-Kickback Procedures** | 10/12 | Must be used in all SIRs and contracts which exceed $150,000. | (a) Definitions.    (1) 'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.   (2) 'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.   (3) 'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.   (4) 'Prime Contractor,' as used in this clause, means a person who has entered into a prime contract with the United States.   (5) 'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.   (6) 'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.   (7) 'Subcontractor,' as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.   (8) 'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.   (b) The contractor warrants that it has not and will not be:   (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.   (c)   (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.   (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the Inspector General of the Department of Transportation or the Department of Justice.   (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.   (4) The Contracting Officer may    (i) offset the amount of the kickback against any moneys owed by the United States under the prime contract and/or    (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that moneys withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those moneys under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the moneys are withheld.   (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts which exceed $150,000. |
| 3.2.5 Alternate I | **Officials Not To Benefit** | 10/96 | Must be used in all SIRs and contracts (in accordance with 41 U.S.C. 22). | 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. |
| 3.3.1 Alternate XV | **Assignment of Claims** | 4/96 | Must be used in SIRs and contracts unless the contract will prohibit assignment of claims. | (a) The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.   (b) Any assignment or reassignment authorized under this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.   (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing. |
| 3.6.2 Alternate IX | **Equal Opportunity** | 08/98 | Must be used in SIRs and contract expected to exceed $10,000 unless the Contracting Officer has obtained an exemption from all of the terms of the clause. See 3.6.2-5; 3.6.2-6; 3.6.2-7; 3.6.2-8; and 3.6.2-24. Also see 3.6.2-11. | (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.   (b) During performing this contract, the Contractor agrees as follows:   (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.   (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to,    (i) employment,    (ii) upgrading,    (iii) demotion,    (iv) transfer,    (v) recruitment or recruitment advertising,    (vi) layoff or termination,    (vii) rates of pay or other forms of compensation, and    (viii) selection for training, including apprenticeship.    (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices that explain this clause.    (4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.    (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.    (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.    (7) The Contractor shall furnish to the FAA all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.   (8) The Contractor shall permit access to its books, records, and accounts by the FAA or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.    (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions maybe imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.   (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.    (11) The Contractor shall take such action with respect to any subcontract or purchase order as the FAA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.    (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1. |
| 3.6.2 Alternate XIII | **Affirmative Action for Workers With Disabilities** | 10/10 | Must be used in SIRs and contracts expected to exceed $15,000 unless the Contracting Officer has obtained a waiver from all of the terms of the clause. | (a) General.    (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--   (i) Recruitment, advertising, and job application procedures;   (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;   (iii) Rates of pay or any other form of compensation and changes in compensation;   (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;   (v) Leaves of absence, sick leave, or any other leave;   (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;   (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;   (viii) Activities sponsored by the Contractor, including social or recreational programs; and   (ix) Any other term, condition, or privilege of employment.   (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.   (b) Postings.    (1) The Contractor agrees to post employment notices stating--   (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and   (ii) The rights of applicants and employees.   (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.   (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.   (c) Noncompliance. If the Contractor 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.   (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance. |
| 3.9.1 Alternate I | **Contract Disputes** | 10/11 | Must be used in SIRs and contracts. | (a) All contract disputes arising under or related to this 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 contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.   (b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30am to 5:00 pm Eastern Time.   (c) Contract disputes are to be in writing and shall contain:   (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;   (2) The contract number and the name of the Contracting Officer;   (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;   (4) All information establishing that the contract dispute was timely filed;   (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and   (6) The signature of a duly authorized representative of the initiating party.   (d) Contract disputes shall be filed at the following address:   (1) Office of Dispute Resolution for Acquisition  Federal Aviation Administration  800 Independence Ave, S.W., Room 323  Washington, DC 20591   Telephone: (202) 267-3290  Facsimile: (202) 267-3720; or   (2) Other address as specified in 14 CFR Part 17.   (e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.   (f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.   (g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.   (h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.   (i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.   (j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at http://www.faa.gov. |
| 3.10.1-22 | **Contracting Officer's Representative** | 04/12 | May be used in SIRs and contracts. | (a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.   (b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract. |
| 6.0.0 | **Section Not Applicable** | 01/17 | Insert when real property transaction document does not contain any applicable clauses | This section is not applicable for this real property transaction |
| 6.0.1 | **Clauses Included by Reference** | 07/14 | Clauses to be incorporated by reference. RECO shall provide full clauses upon request by the lessor. Full clauses can be found in the standard space lease template. | This section incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO. |
| 6.1.1 | **Preamble** | 01/17 | Insert in all leases. | This Lease is hereby entered into by and between <Insert Lessor's Legal Name>, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the "Government". The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor’s heirs, executors, administrators, successors, and assigns. For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other. |
| 6.1.1 Alternate I | **Preamble** | 01/18 | Insert in all No Cost Land on Airport MOA's | This Agreement is made and entered into by the <insert Airport's Sponsor official name>, hereinafter referred to as "Airport", for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the "FAA". |
| 6.1.1 Alternate II | **Preamble** | 01/17 | Insert in all Outgrant Licenses (Non - Fed) | This Revocable License Agreement (hereinafter "Agreement"), made and entered into this < \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 20\_\_\_>, by and between the Federal Aviation Administration, hereinafter referred to as the "FAA" and <insert Licensee's Legal Name>, hereinafter referred to as the "Licensee". For purposes of this License, the term contractor and grantee are interchangeable with each other. |
| 6.1.1 Alternate III | **Preamble** | 01/17 | Insert in all Outgrant Permits (Fed Only) | This Permit, made and entered into this <insert day>day of <insert month>, 20<insert year>, by and between the Federal Aviation Administration, hereinafter called the "FAA", and the <Insert complete name of other Federal Agency>, whose address is <insert other agency address, hereinafter called the <insert other agency's acronym> or the “Permittee”. For purposes of this Permit, the term contractor and grantee are interchangeable with each other. |
| 6.1.1 Alternate IV | **Preamble** | 01/17 | Insert in all Restrictive Aerial Easements | This Restrictive Aerial Easement Agreement is made by and between <insert name of Grantor> (hereinafter referred to as the “Grantor(s)”), and the Federal Aviation Administration, an agency of the United States of America (hereinafter referred to as "the Government"). For purposes of this Easement, the term contractor and grantor are interchangeable with each other. |
| 6.1.1 Alternate V | **Preamble** | 01/17 | Insert in all Perpetual Easements | This Deed of Easement (“Easement”) is entered into by and between <insert name of Grantor> (hereinafter referred to as the “Grantor(s)”), and the Federal Aviation Administration, an agency of the United States of America (hereinafter referred to as “the Government”). The Grantor and the Government are jointly referred to as the “parties.” For purposes of this Easement, the term contractor and grantor are interchangeable with each other. |
| 6.1.2 | **Superseding Lease** | 01/15 | Insert in all leases. | This Lease supersedes <Lease No. DTFAXX-XX-L-XXXXX> and all other previous agreements between the parties for the leased property described in this document. |
| 6.1.3 | **Witnesseth** | 01/15 | Insert in all leases. | Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows: |
| 6.1.3 Alternate I | **Witnesseth** | 01/18 | Insert in all No Cost Land on Airport MOA's | Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and Whereas, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the <insert Airport's official name> Airport. <Whereas, this agreement supersedes or succeeds <Lease No. DTFAXX-XX-L-XXXXX> and all other previous agreements between the parties for the property described in this document.>  Now, therefore, the parties mutually agree as follows: |
| 6.1.3 Alternate II | **Witnesseth** | 01/18 | Insert in all Outgrant Licenses (Non - Fed) | Whereas, the United States of America, acting by and through the FAA owns <insert general description of property subject to the license> facility(ies); and Whereas, the portion of this <insert land or space> utilized by the <insert FAA facility name> is available for use by the Licensee; and Whereas, it has been determined that Licensee’s use of the subject facility will not interfere with, or adversely impact the FAA’s mission, and has also determined that granting the Licensee use of the site, under the conditions and limitations set forth below, is in the best interest of the United States. Whereas, it is in the public's interest to improve property utilization and grant this secondary use. Now, therefore, the FAA does hereby grant unto the Licensee permission to use <insert acreage or square feet of space> of <land or space> in the <insert FAA facility name>, hereinafter referred to as the “demised premises”, subject to the following terms and conditions: |
| 6.1.3 Alternate III | **Witnesseth** | 10/14 | Insert in all Outgrant Permits (Fed Only) | Whereas, the United States of America Acting by and through the Federal Aviation Administration owns fee title to <identify property> utilized for the <insert name of FAA facility>; and  Whereas, the Permittee desires the right, privilege, and authority to operate and <briefly describe other agency’s facility; ex a noise monitor atop a 25-foot pole at this location together with the right to use available telco and power at this facility>; and Whereas, the FAA has determined that such use will not interfere with FAA’s facilities on the site and has also determined that granting the Permitee use of the site under the conditions and limitations set forth below, is in the best interest of the United States. Now, therefore, the parties hereto agree, in consideration of the mutual promises hereinafter contained, as follows: |
| 6.1.3 Alternate IV | **Witnesseth** | 07/12 | Insert in all Restrictive Aerial Easements | The parties hereto, and for the consideration hereinafter mentioned, agree as follows: Grantor owns a certain <insert # of acre(s)> acre tract of land located at <insert location>, in the City of <insert city>, County of <insert county>, and State of <insert state> (“Grantor’s property”). Grantor desires to grant to the Government a Restrictive Aerial Easement over a portion of the Grantor’s property, that being a certain <insert # of acre(s)> acre tract more particularly described below. The Grantor and the Government acknowledge that the proposed Aerial Easement will benefit the Grantor while helping to advance the Government’s mission. |
| 6.1.3 Alternate V | **Witnesseth** | 01/17 | Insert in all Perpetual Easements | Purpose(s): The purpose(s) of this Easement is as follows: <insert purpose(s)>  Now therefore, for such other goods and valuable considerations, the receipt of which is hereby acknowledged and accepted by the Grantor(s), the Grantor(s) hereby grants and conveys, with general warranty of title to the Grantee and its assigns, in perpetuity, <select 'all' or 'such'> rights, title and interest in the lands comprising the Easement Area described in the legal description and appurtenant rights of access to the Easement Area, but reserving to the Grantor only those rights, title, and interest expressly enumerated in this Easement. It is the intention of the Grantor to convey and relinquish any and all other property rights not so reserved. This Easement shall constitute a servitude upon the land so encumbered; it shall run with the land for the duration of the easement; and it shall bind the Grantor(s), their heirs, successors, assigns, lessees, and any other person claiming under them. This Easement shall be exclusive to the Government.  Subject, however, to all valid rights of record, if any. |
| 6.1.4 | **Description** | 01/17 | Insert in all manned space. \*\*NOTE: If clause 6.1.4 Alternate I - Description is used, this clause MUST be removed. | The Lessor hereby leases to the Government the following described premises; <Fill in Description>  The Lessor shall provide <Fill in Quantity of Parking Spaces> reserved off-street parking spaces at no additional cost to the Government. With respect to compliant accessible parking spaces, see the "Accessibility" clause. |
| 6.1.4 Alterante I | **Description** | 10/96 | Insert in all unmanned space. \*\*NOTE: If clause 6.1.4 - Description is used, this clause MUST be removed. | The Lessor hereby leases to the Government the following described premises which shall be related to the FAA’s activities in support of Air Traffic Operations: <insert description of site/facility to be leased to FAA> |
| 6.1.4 Alterante IV | **Demised Premises (License)** | 10/14 | Insert in all Outgrant Licenses (Non - Fed) | The premises consists of approximately <insert acreage or square feet of space> of <land or space>, accepted in its condition, as shown on drawing <insert drawing name/number and date>, marked as Exhibit "A", which is attached hereto and made a part hereof. |
| 6.1.4 Alternate II | **Premises** | 01/18 | Insert in all leases to describe the premises being leased by applicable metes and bounds legal description(s). Please see the sample Exhibit B for insertion to the template. | The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:   <Insert the type of the Facility here. 'XXXX' FACILITY SITE > < Insert metes and bounds legal description of the facility site.>  <Insert the Facility type that the access road is for here. 'XXXX' ACCESS ROAD> < Insert metes and bounds legal description of the access road ROW/Easement.>  <Insert **clear zones/restrictive easements the following language must be used** “This Lease provides for a restrictive aerial easement in, on, over, and across the land within a <Number of Feet> foot radius from the center of the facility and consisting of the right to prohibit all obstructions above ground surface as shown on “< > Siting Criteria/< > Clear-Zone Criteria” identified as “Exhibit “< >” attached hereto and made a part hereof, together with the right to trim, cut, fell, and remove trees, underbrush, obstructions and other vegetation, structures, or obstacles that abridge the rights hereby leased. The restrictions are subject to the rights of the Lessor, and assigns to use the land for the type and height of the permitted exceptions shown on Exhibit “< >” and further subject to existing structures in place under existing easements for public roads and highways, public utilities, railroads, and pipelines, and any present or future use by lessor and assigns, which does not interfere with or abridge the restrictive rights hereby leased.">  A. Together with a right-of-way for ingress to and egress from the premises; for Government employees, their agents and assigns; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.  B. And the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities. C. And the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government. |
| 6.1.4 Alternate III | **Premises** | 07/10 | Insert in ATCT MOA | The Airport hereby leases to the Government the following described property, hereinafter referred to as the premises: <land (legal description or space SF, floors, common areas, etc.> |
| 6.1.4 Alternate V | **Demised Premises (Permit)** | 10/14 | Insert in all Outgrant Permits (Fed Only) | The FAA grants the Permittee the use of <describe what is to be granted, acreage or SF and land or space> and a portion of the <insert name of FAA facility> hereinafter referred to as the “demised premises” for <describe> purposes. The demised premises are depicted on survey drawing identified as Exhibit "A," attached hereto and made a part hereof. |
| 6.1.4 Alternate VI | **Description of the Easement Area** | 01/18 | Insert in all Perpetual Easements | The lands encumbered by this Easement, hereinafter referred to as the "Easement Area", are described in the legal description, which is attached hereto and incorporated herein. Together with a right of access for ingress and egress to the Easement Area across adjacent or other properties of the Grantor. Such a right-of-way for access purposes is described in the legal description, which is attached hereto and incorporated herein. |
| 6.2.1 | **Easement Purpose** | 07/12 | Insert in all Restrictive Aerial Easements | An Aerial Easement to restrict the Grantor’s use of the Easement property for the purpose of the continued operation of the Government’s facility. |
| 6.2.1 Alternate I | **Purpose** | 04/05 | Insert in all No Cost Land on Airport MOA's | It is understood and agreed that the use of the herein described premises, known as <insert Airport's official name> Airport, shall be related to the FAA’s activities in support of Air Traffic Operations. |
| 6.2.1 Alternate II | **Purpose (License)** | 10/14 | Insert in all Outgrant Licenses (Non - Fed) | The premises shall be used by the Licensee to <insert description of purpose/reason FAA property site is required>. |
| 6.2.1 Alternate III | **Purpose (Permit)** | 10/14 | Insert in all Outgrant Permits (Fed) | The Permittee’s use of the demised premises is limited to the use as stated herein. The premises shall be used by the Permittee to <describe purpose or reason FAA property is needed here>. The Permittee shall not commit or permit any unlawful acts, activities, or nuisances upon said property. |
| 6.2.10 | **Interest for Late Payment** | 04/12 | 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. | If requested by the Lessor in writing, the Government will pay an interest penalty when payment is not made within 90 days of the due date. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid monthly in arrears and will be due on the first workday of each month and only as provided for by the lease. The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than $1.00 need not be paid. Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information, or for other issues involving contract compliance, or on amounts temporally withheld or retained in accordance with the terms of the contract. For payments other than rent, the Lessor shall prepare and submit an invoice to the RECO or the RECO’s designated representative for approval not later than 60 days after completion and acceptance of the work. An invoice shall include the following items: 1. Name and address of the Lessor 2. Invoice date 3. Lease Number 4. Government’s order number or other authorization. 5. Description, price, and quantity of work or services delivered. 6. Name and address of Lessor official to whom payment is to be sent |
| 6.2.11 | **Operating Cost Escalator** | 01/17 | Insert in lease where applicable. | A. The base for the operating costs adjustment will be $<insert base amount for operating costs> per square foot. B. Calculating Annual Adjustment: Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy (Operating Costs).  The amount of adjustment will be determined by multiplying the base amount above, as negotiated and established prior to the lease award, by the percentage change in the Cost of Living Index for that year. The percentage change for a particular year shall be computed by comparing the index figure published for the month prior to that month which begins each successive l2-month period. [For example, a lease which commences in June of 2015 would use the index published for May of 2015, and that figure would be compared with the index published for May of 2016, May of 2017, and so on.] The Cost of Living Index is found in the U.S. Department of Labor Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items figure, (1982 to 1984=100) published by the Bureau of Labor Statistics. The total CPI adjustment amount will be incorporated into the fixed rental amount and paid in accordance with the terms of the lease.  C. Annual Maximum Adjustment: Notwithstanding the immediately preceding paragraph, the maximum adjustment for any 12-month period payable by the Government shall not exceed <insert percent of maximum annual adjustment>percent above the base amount for the operating costs. D. Rental adjustments shall be effective on the anniversary date of the lease; however, payment of the adjusted rental rate shall become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the 12-month period. E. If Government exercises an option to extend the lease term at the same base rental rate as that of the original term, the total monthly rent to be paid during the option period shall be based on the CPI adjustments made during the original term. Annual adjustments for operating costs will continue in the same manner as during the original term of the lease. F. In the event the Cost of Living Index decreases at any time during the term of the lease, the rental amount will be reduced accordingly. The amount of any such reductions will be determined in the same manner as the increases in rent provided under this clause. |
| 6.2.12 | **Tax Adjustment** | 10/96 | Insert in lease where applicable. | A. The Government shall pay additional rent for its share of increases in real estate taxes over taxes paid for the calendar year in which its lease commences. Payment will be in a lump sum and become due on the first workday of the month following the month in which paid tax receipts for the base year and the current year are presented, or the anniversary date of the lease, whichever is later. The Government will be responsible for payment only if the receipts are submitted within sixty (60) calendar days of the date the tax payment is due. If no full tax assessment is made during the calendar year in which the Government lease commences, the base year will be the year of a full assessment. B. The Government's share of the tax increase will be based on the ratio of the square feet occupied by the Government to the total rentable square feet in the building. If the Government's lease terminates before the end of a calendar year, payment will be based on the percentage of the year in which the Government occupied space. The payment will not include penalties for non-payment or delay in payment. If there is any variance between the assessed value of the Government's space and other space in the building, the Government may adjust the basis for determining its share of the tax increase. C. The Government may contest the tax assessment by initiating legal proceedings on behalf of the Government and the Lessor or the Government alone. If the Government is precluded from taking legal action, the Lessor shall contest the assessment upon reasonable notice by the Government. The Government shall reimburse the Lessor for all costs and shall execute all documents required for the legal proceedings. The Lessor shall agree with the accuracy of the documents. The Government shall receive its share of any tax refund. If the Government elects to contest the tax assessment, payment of the rent shall become due on the first workday of the month following conclusion of the appeal proceedings. D. In the event of any decreases in real estate taxes occurring during the term of occupancy under the lease, the rental amount will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases in rent provided under this clause. |
| 6.2.13 | **Rent Commencement** | 10/14 | Insert in all leases to identify rent commencement date upon acceptance of space. \*Clause is optional. | The rent commencement date (for each increment) shall be the date that the leased premises are accepted in writing by the Government. Any rental paid by the Government prior to actual occupancy shall not include the cost for services and utilities. In any event, the Government shall not be required to commence rent prior to acceptance of space by the Government. |
| 6.2.13 Alternate I | **Lease Commencement** | 07/10 | Insert in all leases to initiate the "Rent Commencement" clause.  \*Clause is optional. | The Government shall issue a Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space, if different from the date previously established in the lease. In any case, the rental commencement date shall not be prior to the commencement date of the lease. |
| 6.2.14 | **Holdover** | 07/14 | Insert in all leases to ensure the Government can hold over if necessary for continuing possession. | If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises. |
| 6.2.14 Alternate I | **Holdover** | 07/14 | Insert in all agreements to ensure the Government can hold over if necessary for continuing possession. | If, after the expiration of the Agreement, the Government shall retain possession of the premises, the Agreement shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Agreement, in arrears on a prorated basis, at the rate paid during the Agreement term. This period shall continue until the Government shall have signed a new agreement with the Airport, acquired the property in fee, or vacated the premises. |
| 6.2.14 Alternate II | **Holdover** | 07/14 | Insert in all easements to ensure the Government can hold over if necessary for continuing possession/use. | If, after the expiration of the Easement, the Government shall retain possession of the premises, the Easement shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Easement, in arrears on a prorated basis, at the rate paid during the Easement term. This period shall continue until the Government shall have signed a new easement with the Grantor, acquired the property in fee, or vacated the premises. |
| 6.2.15 | **Abandonment by Grantee/Right Reversion in Grantor** | 07/12 | Insert in all Perpetual Easements | The parties intend the duration of this Easement to be perpetual. However, if the Grantee abandons the use of the Easement Area for the purposes set forth herein, this Easement shall cease and all rights granted herein shall terminate and revert to the Grantor, or to the Grantor’s successors, heirs, or assigns. |
| 6.2.16 | **Lessor’s Successors** | 10/96 | Insert in all leases to protect the lease rights of the Government in case of change in ownership of the property. | The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns. |
| 6.2.16 Alternate I | **Grantor’s Successors** | 10/96 | Insert in all easements to protect the lease rights of the Government in case of change in ownership of the property. | The terms and provisions of this Easement and the conditions herein bind the Grantor and the Grantor's heirs, executors, administrators, successors, and assigns. |
| 6.2.17 | **Adjustment for Vacant Premises** | 01/17 | Insert in all space leases | If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, including any option periods exercised, the total rental rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 days prior written notice to the Lessor, and shall continue in effect until the Government occupies the premises or the lease expires or is terminated. |
| 6.2.18 | **Licensee's Restrictions** | 07/17 | Insert in all Outgrant Licenses (Non-Fed) to address the Line of Business' conditions or restrictions imposed upon the Licensee's use of the FAA's real property. <INSTRUCTIONS: The following is a common impact to a FAA facility, but this paragraph may be reworded to address another impact(s). REMOVE THIS COMMENT. The Licensee shall not cause or permit any electrical/electronic radiating devices, apparatus, or equipment on the demised premises that may interfere or conflict with the operation of the FAA communications facility. No electrical/electronic radiating devices will be installed upon the demised premises that exceed 100 watts of radiated power. The use and operation of the demised premises by Licensee shall be so conducted that interference is not caused to radio electronic equipment operated by the FAA or its other permitted users. If such operations cause interference to the FAA operations, Licensee will immediately cease operations and remain shut down until the interference problem is resolved. Licensee will, at no cost to the FAA, take corrective measures needed to eliminate the interference problem.> | The Licensee must comply with all conditions or restrictions as follows: <insert description of condition or restriction >. |
| 6.2.19 | **Expense** | 10/14 | Insert in all Outgrant Licenses (Non-Fed) | Any cost, expense, or liability connected with, or in any manner incident to, the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by the Licensee. |
| 6.2.2 | **Grant of Easement** | 07/12 | Insert in all Restrictive Aerial Easements | Grantor hereby confirms, establishes, grants, and conveys to the Government and its successors and assigns an exclusive Aerial Easement in, on, over, and across the easement property. The Easement includes the right to prohibit all obstructions above ground surface and the right to trim, cut, fell, and remove trees, underbrush, obstructions and other obstacles (e.g., vegetation structures) or obstacles that abridge the rights hereby granted. The Easement herein granted does not convey any right or interest in the Easement property, except as stated herein, nor prevent the Grantor from the use of the Easement property provided such use does not interfere with the operation of the Government’s facility and with prior concurrence by the Government. |
| 6.2.3 | **Legal Authority** | 07/12 | Insert in all Easements | This Easement is entered into under the authority of 49 U.S.C. 106(l) and (n), which authorize the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary. |
| 6.2.4 | **Scope of Easement** | 07/12 | Insert in all Restrictive Aerial Easements | The easements, covenants, and restrictions contained herein are appurtenant to, run with, and inure to the benefit of all or any portion of the Grantor’s property, whether or not the easement is referenced or described in any conveyance of all or such portion of Grantor’s property. This Easement is exclusive to the Government. |
| 6.2.5 | **Term** | 08/02 | Insert in all leases or agreements for commencement/expiration. | To have and to hold, for the term commencing on <Start Date> and continuing through <End Date> inclusive, provided that adequate appropriations are available from year to year for the consideration herein.. |
| 6.2.5 Alternate I | **Option(s) to Extend Term** | 07/17 | Insert in lease where applicable. | The Lease may, at the option of the Government, be extended beyond <Fill in Date> at the rental rate established in the "Consideration" clause herein. The extension shall be upon the terms and conditions herein specified and no extension shall extend beyond <Fill in Date>. The Government shall notify the Lessor in writing by certified mail, 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 said 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. |
| 6.2.5 Alternate II | **Option(s) to Extend Term** | 7/17 | Insert in agreements where applicable. | The Agreement may, at the option of the FAA, be extended beyond <Fill in Date> at the rental rate established in the "Consideration" clause herein. The extension shall be upon the terms and conditions herein specified and no extension shall extend beyond <Fill in Date>. The FAA shall notify the Airport in writing by certified mail, no later than ninety (90) days before the expiration of the Agreement term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of said term. Any extension exercised by the FAA pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals. |
| 6.2.5 Alternate III | **Option(s) to Extend Term** | 7/17 | Insert in easements where applicable | The Easement may, at the option of the Government, be extended beyond <Fill in Date> at the rental rate established in the "Consideration" clause herein. The extension shall be upon the terms and conditions herein specified and no extension shall extend beyond <Fill in Date>. The Government shall notify the Grantor in writing by certified mail, no later than ninety (90) days before the expiration of the Easement term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of said 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. |
| 6.2.5 Alternate IV | **Option(s) to Extend Term** | 7/17 | Insert in lease where applicable. | The Agreement may, at the option of the Government, be extended beyond <Fill in Date> at the rental rate established in the "Consideration" clause herein. The extension shall be upon the terms and conditions herein specified and no extension shall extend beyond <Fill in Date>. The Government shall notify the Airport in writing by certified mail, no later than ninety (90) days before the expiration of the Agreement term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of said 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. |
| 6.2.5 Alternate IX | **Term (License)** | 10/14 | Insert in all Outgrant Licenses (Non - Fed) | This License shall be effective <insert start date> through to <insert end date>, and is revocable at the will of the FAA. The Licensee agrees to provide the FAA a minimum of a ninety (90) day written notice of its intent to surrender the demised premises. |
| 6.2.5 Alternate V | **Option(s) to Extend Term** | 7/17 | Insert in easements where applicable | The Easement may, at the option of the Government, be extended beyond <Fill in Date> at the rental rate established in the "Consideration" clause herein. The extension shall be upon the terms and conditions herein specified and no extension shall extend beyond <Fill in Date>. The Government shall notify the Grantor in writing by certified mail, no later than ninety (90) days before the expiration of the Easement term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of said 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. |
| 6.2.5 Alternate VI | **Terms and Conditions** | 01/12 | Insert in all No Cost Land on Airport MOA's | It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on <insert start date> and continuing through <insert expiration date>. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) days’ notice in writing. Said notice shall be sent by certified or registered mail. A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as <insert Airport's official name>, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.  B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph. C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph. D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport. |
| 6.2.5 Alternate VII | **Terms and Conditions** | 01/12 | Insert in all ATCT MOAs | It is mutually understood and agreed that the Airport requires an FAA <navigation aid facilities> in order to operate their business and that the FAA requires <navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on <insert start date> and continuing through <insert expiration date>. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) days’ notice in writing. Said notice shall be sent by certified or registered mail.  A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as <insert Airport's official name>, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.  B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph. C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph. D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport. |
| 6.2.5 Alternate VIII | **Term (Permit)** | 10/14 | Insert in all Outgrant Permits (Fed Only) | This Permit shall be effective <insert date> through to <insert date>, and is revocable at the will of the FAA. The Permittee agrees to provide FAA thirty (30) day’s written notice of its intent to surrender of the demised premises. |
| 6.2.6 | **Consideration** | 07/18 | Insert in all space leases when the FAA is paying rent. The rent breakout insert is required for standard or small space leases. The TI line in the breakout can be removed, if not applicable. | The Government shall pay the Lessor(s) rent for the premises in the amount of $<Insert Dollar Amount> per annum payable as follows: <Insert narrative, e.g. $600.00 payable annually to John Smith and $600.00 payable annually to Jane Smith or $1200.00 payable to John Smith at the monthly rate of $100.00.> Payment shall be in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Lease. Payments shall be considered paid on the day an electronic funds transfer is made.  <Insert rental breakdown, if applicable (sample below)   **Rent per SF Rent per Annum**  Base Rent $\_\_\_\_\_\_ $\_\_\_\_\_\_ Operating Costs $\_\_\_\_\_\_ $\_\_\_\_\_\_ Tenant Improvements $\_\_\_\_\_\_ $\_\_\_\_\_\_ Total $\_\_\_\_\_\_ $\_\_\_\_\_\_ |
| 6.2.6 Alternate I | **Consideration** | 01/17 | Insert in all leases where the rent breakout is not required. | The Government shall pay the Lessor rent for the premises in the amount of $<Insert Dollar Amount> per annum and will be payable at the rate of $<Dollar Amount> per <Insert payment frequency i.e. month, quarter, year> in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Lease. Payments shall be considered paid on the day an electronic funds transfer is made. |
| 6.2.6 Alternate II | **Consideration** | 01/17 | Insert in all easements when the FAA is paying rent. | The Government shall pay the Grantor rent for the premises in the amount of $<Insert Dollar Amount> per annum and will be payable at the rate of $<Dollar Amount> per <Insert payment frequency i.e. month, quarter, year> in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Easement. Payments shall be considered paid on the day an electronic funds transfer is made. |
| 6.2.6 Alternate III | **Consideration (No Cost)** | 08/02 | Insert in all no cost leases. | The Government shall pay the <Lessor, Grantor, or Airport> no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased. |
| 6.2.6 Alternate IV | **Consideration (Outgrant - License)** | 01/17 | Insert in all Outgrant Licenses (Non - Fed) | The Licensee shall pay the FAA rental for the premises in the amount of <insert $ amount> per <insert period that corresponds with amount> during the license term. Payments shall be made in advance at the beginning of each payment period without the submission of invoices or vouchers. The payments shall be made to the Federal Aviation Administration, reference the Outgrant # <DTFAXX-XX-J-XXXXX> and sent to:    FAA/MMAC  AMK-322  P.O. BOX 25770  OKLAHOMA CITY, OK 73125 Payments shall be considered paid when received by the FAA or when an electronic funds transfer is made. |
| 6.2.6 Alternate V | **Consideration (Perpetual Easement)** | 01/17 | Insert in all Perpetual Easements | The Government shall pay the Grantor for the use of the perpetual easement with a one-time payment in the sum of $ <Dollar Amount>. Payments shall be made upon the execution of this Easement. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Easement. Payments shall be considered paid on the day an electronic funds transfer is made. |
| 6.2.7 | **Cancellation** | 01/17 | Insert in all leases for notification period. | The Government may terminate this <Lease OR Agreement> 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. The RECO shall terminate by delivering to the <Lessor or Grantor> a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least <insert # of days; 30, 60, or 90> days before the effective termination date. |
| 6.2.8 | **Binding Effect** | 07/12 | Insert in all Restrictive Aerial Easements | The provisions of this Easement shall run with the land, and be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the Easement property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Grantor under this Easement establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the Easement had initially been entered into between such succeeding owner and the Government. |
| 6.2.9 | **FAA Facilities** | 04/05 | Insert in all No Cost Land on Airport MOA's | The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA “List of Facilities”. |
| 6.3.1 | **Rights Reserved in the Grantor** | 07/12 | Insert in all Perpetual Easements | The Grantor reserves the following rights in the Easement Area, subject to the rights, title, and interest of the Government conveyed by this easement:   A. Title: Record title, in addition to the Grantor’s right to convey, transfer, and otherwise alienate title to these rights reserved. B. Control of Access: The right to prevent trespass and control access by the general public subject to the operation of State and Federal law. C. Subsurface Resources: The right to oil, gas, minerals, and geothermal resources underlying the Easement Area, provided that any drilling or mining activities are to be located outside the boundaries of the Easement Area, and, provided further, that such drilling or mining activities do not endanger or interfere with Government’s use of the easement area. In the event that Government determines that Grantor’s drilling or mining operations interfere with Government’s rights as holder of this Easement, all mining or drilling activities will be expressly prohibited and shall cease immediately. D. Water Uses and Water Rights: The right to water uses and water rights identified as reserved to the Grantor in <insert name of document> which is attached hereto and incorporated herein. |
| 6.3.2 | **Duties and Obligations of the Grantor** | 07/12 | Insert in all Perpetual Easements | Without otherwise limiting the rights of the Government acquired herein, the Grantor shall comply with all terms and conditions of this Easement, including the following:   A. Noxious Plants and Pests: The Grantor is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws, rules, and regulations. Any plan to control noxious weeds and pest must be approved in writing by the Government prior to implementation by the Grantor. B. Fences: Except for any establishment /construction cost(s) incurred by the Government and replacement cost(s) not due to the Grantor’s negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities, excluding livestock, shall be the responsibility of the Grantor.  C. Protection of Water Uses and Water Rights: To the extent applicable, or to the extent required by law, the Grantor shall undertake any and all actions necessary to protect any water rights and water uses for easement purposes. D. Taxes: The Grantor shall pay any and all real property and other taxes and assessments which may be levied against the Easement Area, if any. E. Reporting of Adverse Events/Conditions: The Grantor shall report to the Government any conditions or events which may adversely affect the easement area or the Government’s use thereof. F. Interference with Government Operations on Easement Area: The Grantor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the boundaries of the Easement Area that may interfere with the Government’s exercise of its rights under this Easement. G. Successors In Interest: The provisions of this easement shall run with the land, and be binding upon, and for the benefit of, the Parties and their heirs, successors and assigns. In the event of any sale or transfer of ownership of the easement area or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Grantor under this easement establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the easement had initially been entered into between such succeeding owner and the Government. |
| 6.3.3 | **Compatible Uses by Grantor** | 07/12 | Insert in all Perpetual Easements | The Government may authorize in writing, and subject to such terms, conditions, and limitations that the Government may prescribe, in its sole discretion, the compatible use of the Easement Area by the Grantor. |
| 6.3.4 | **Rights of the Government** | 07/12 | Insert in all Perpetual Easements | The rights of the Government include:  A. Management of the Easement: The Government may delegate all or part of the management, monitoring, or enforcement responsibilities set forth in this easement to any entity that the Government determines appropriate. B. Modification or Termination: This easement may be modified or terminated by the Government in its sole and absolute discretion. In the event of termination of the easement by Government, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. The Government shall terminate by delivering to the Grantor a written notice specifying the effective date of the termination. The termination notice will be delivered by registered mail, return receipt requested, and mailed at least <insert # of days> days before the effective termination date. C. Title to Improvements: Title to the improvements constructed for use by the Government during the life of this easement, if any, shall be in the name of the Government. |
| 6.3.5 | **Title To Improvements** | 04/05 | Insert in all no cost land on airport MOAs. | Title to the improvements constructed for use by the FAA during the life of this <Lease or Agreement> shall be in the name of the FAA. |
| 6.3.6 | **Funding Responsibility for FAA Facilities** | 01/17 | Insert in all on-airport, no cost land on airport MOAs, and ATCT MOA's. | The Airport agrees that any and all Airport requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Airport improvements or changes will be at the expense of the Airport. In the event that the Airport requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Airport will immediately correct the interference issues at the Airport's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Lease Agreement. |
| 6.3.7 | **Accessibility** | 01/17 | 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.) Air Traffic Control Tower Cabs, mech. rooms, elect. & telephone closets and 2.) Non-staffed facilities such as Remote Communications Outlet. | 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. ABAAS is available at www.access-board.gov. The Lessor shall provide written certification of the building’s compliance with ABAAS. The certification shall be provided by the Lessor using the Government’s “Certification of ABAAS Compliance” form. Subject to the exception set forth herein, separate ABAAS compliant toilet facilities for men and women shall be provided on each floor where the Government leases space. Separate ABAAS compliant toilet facilities shall not be required if due to the age of the building, design layout, or other structural requirements, it is technically infeasible to do so. In the event the Lessor determines that it is technically infeasible to provide separate ABAAS compliant toilet facilities, the Lessor shall provide the basis for the determination of technical infeasibility in writing to the RECO, together with all supporting documentation.  With respect to all restrooms, water closets, and urinals, they shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles, a coin operated sanitary napkin dispenser with receptacle for each toilet in the women’s restroom, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water. No fewer than two drinking fountains shall be provided. One drinking fountain shall be a low unit commonly called a wheelchair unit and one drinking fountain shall comply with standing persons’ requirements, unless sufficient space is not available to provide both a wheelchair unit and a unit for standing persons. In such instance, and subject to the approval of the RECO, a single unit able to accommodate both disabled and non-disabled persons shall be provided. In addition, compliant accessible parking spaces shall be provided in accordance with the ABAAS requirements as detailed in 42 U.S.C. 4151 and as set forth in the ABAAS Scoping Requirements. |
| 6.3.8 | **Changes** | 01/17 | Insert in leases at the RECO’s option when the government requires changes during a new lease buildout phase or when anticipating alterations. | A. The RECO 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 B. 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 RECO shall modify this Lease to provide for one or more of the following: 1. An equitable adjustment in the rental rate; 2. A lump sum equitable adjustment; or 3. An equitable adjustment of the annual operating costs per occupiable square foot. C. 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 Contract Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed. D. Absent such written change order, the Government shall not be liable to the Lessor under this clause. |
| 6.3.9 | **Permitee's Liability** | 10/14 | Insert in all Outgrant Permits (Fed) | With regard to any liability which may arise from Permittee's use under this Permit, each party expressly agrees that it shall be solely and exclusively liable for the negligence of its own officers, agents or employees and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its own officers, agents, or employees. Neither party is hereby waiving any rights or protection it presently enjoys by reason of any applicable State or Federal law. |
| 6.3.9 Alternate I | **Licensee's Liability** | 01/17 | Insert in all Outgrant Licenses (Non-Fed) | The Licensee is liable to third parties for any possible electromagnetic radiation hazard or damage which may be caused by the Licensee's transmitters on the FAA facility. |
| 6.3.10 | **Maintenance of Premises** | 01/17 | Insert in all space leases | The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code. |
| 6.3.10 Alternate I | **Maintenance of the Premises** | 01/17 | Insert in all Outgrant Licenses (Non-Fed) and Permits (Fed) | The <Licensee or Permittee> shall maintain the improvements and premises to include, but not limited to, general repairs, orderliness, neatness, sanitation, and provide safe working conditions as determined by the FAA. Upon request, the <Licensee or Permittee> shall allow inspection of the premises by the FAA or its representatives, toinsure proper use and protection of the premises. |
| 6.3.11 | **Compliance** | 01/17 | Insert in all Outgrant Licenses (Non-Fed) | Any use of the premises or work performed thereon by the Licensee, shall be performed in a manner satisfactory to the FAA. Such work shall not commence without prior written approval by the FAA's Real Estate Contracting Officer (RECO). |
| 6.3.12 | **Laws and Ordinances** | 10/14 | Insert in all Outgrant Licenses (Non-Fed) | In the exercise of any privileges granted by this License, Licensee shall comply with all applicable state, municipal and local laws, and the rules, orders, regulations and requirements of federal governmental departments and bureaus. |
| 6.3.13 | **Damage (License)** | 10/14 | Insert in all Outgrant Licenses (Non-Fed) | Except as may be otherwise provided by the Licensee's restrictions, above, no FAA property shall be destroyed, displaced, or damaged by the Licensee in the exercise of the privileges granted by this License without the prior written consent of the FAA. In such event, the Licensee shall, at the FAA’s request, promptly replace, return, repair and restore any such property to a condition satisfactory to the FAA. |
| 6.3.13 Alternate I | **Damage (Permit)** | 01/17 | Insert in all Outgrant Permits (Fed) | The Permittee agrees to be responsible for any damage arising from the use of the demised premises authorized pursuant to this Permit. The Permittee shall repair such damage, or at the option of the FAA, reimburse the FAA for the cost of repairs, subject to availability of appropriated funds. |
| 6.3.14 | **Indemnification** | 10/14 | Insert in all Outgrant Licenses (Non-Fed) | Licensee hereby agrees to indemnify, defend and save harmless, the FAA, its officers, agents and employees from: (a) Any and all claims and demands which may be made against the FAA, its officers, agents or employees by reason of any injury to, or death of, any person, or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by, any intentional or negligent act or omission of Licensee or any of Licensee's contractors, agents, employees, or persons invited or allowed on the premises by Licensee; (b) Liability for any and all damage to; or destruction of the property of the FAA, occupied or used by Licensee, caused by any act or omission, negligent or otherwise, of Licensee or any of Licensee's contractors, agents, employees or persons invited or allowed on the premises by Licensee. |
| 6.3.15 | **Operation** | 10/14 | Insert in all Outgrant Licenses (Non-Fed) and Permits (Fed) | The <Licensee or Permittee> shall confine activities on the premises strictly to those necessary for the enjoyment of the privilege hereby granted, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of FAA business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism. |
| 6.3.16 | **Failure In Performance** | 10/96 | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. Line of business will provide RECO with any facts of failure. | 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 will constitute default by the Government on this Lease. |
| 6.3.17 | **No Waiver** | 10/96 | Insert in all leases to protect the Government from waiving any rights under this lease. | 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, will constitute a waiver of any such breach in the future. |
| 6.3.18 | **Non-Restoration** | 07/17 | Insert in all leases in accordance with FAA policy not to restore the premises and abandon improvements in place. \*\*NOTE: If specific restorations are negotiated, this clause MUST be removed and clause 6.3.18-1 Restoration MUST be used. | It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this Lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor. |
| 6.3.18 Alternate I | **Licensee Restoration** | 01/17 | Insert in all Outgrant Licenses (Non-Fed) | Upon termination of this License, the Licensee shall restore the premises to the condition existing on the effective date of this License, with the exception of reasonable wear and tear. The Licensee shall repair any damage caused by its presence or use and remove all Licensee owned property installed or located on the premises. If the Licensee fails to remove all such property installed or located on the property within a reasonable amount of time, as determined by the FAA, it shall become the property of the FAA. This, however, will not relieve the Licensee of liability for the cost of removal and restoration. The FAA reserves the right to remove Licensee's improvements, restore the premises to a satisfactory condition, and hold the Licensee liable for all restoration costs. |
| 6.3.18 Alternate II | **Restoration** | 07/17 | This is an alternate restoration clause to be used for land lease (on or off airport), MOA's, or antenna and rack space 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. \*\*NOTE: If you use 6.3.18-1 Restoration, then 6.3.18, or any Alternates of that clause, for Non-Restoration MUST be removed. | 1. The Government shall surrender possession of the premises upon the date of expiration or termination of this Lease. If the Lessor provides written notice, prior to the date of expiration or termination, requesting restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either: A. Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this Lease or any preceding lease (changes to the premises in accordance with the premises clause, paragraph A, B, and C above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or, B. The FAA may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the owner, so long as it is determined by the RECO to be in the best interests of the Government or, <**Remove paragraph C for No cost land on airport MOAs> <**C. Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement.>   2. In the event that the Government has to make payment under this clause, such payments will not exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act. 3. Nothing in this Lease may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies. |
| 6.3.18 Alternate II | **Restoration** | 07/17 |  | 1. The Government shall surrender possession of the premises upon the date of expiration or termination of this Agreement. If the Airport provides written notice, prior to the date of expiration or termination, requesting restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either: A. Restore the premises to as good condition as that existing at the time of the FAA's initial entry upon the premises under this Agreement or any preceding lease or agreement (changes to the premises in accordance with the premises clause, paragraph A, B, and C above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or, B. The FAA may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the owner, so long as it is determined by the RECO to be in the best interests of the FAA.    2. In the event that the FAA has to make payment under this clause, such payments will not exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act. 3. Nothing in this Agreement may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies. Prescription 6.3.18 Alternate II: This is an alternate restoration clause to be used for No Cost Land on Airport MOA's, or ATCT MOA's. The FAA 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. In addition, the RECO must obtain the LOB's written concurrence on the use of this alternate clause to ensure adequate appropriations. |
| 6.3.19 | **Condition of the Premises** | 01/17 | Insert in all Outgrant Permits (Fed) | The Permittee has inspected and knows the condition of the demised premises and it is understood that rights granted to use the demised premises are without any representation or warranty by the FAA. The Permittee shall not construct any permanent or temporary structure on the premises or advertising sign(s) thereon. |
| 6.3.20 | **Future Requirements** | 10/14 | Insert in all Outgrant Licenses (Non-Fed) | The Licensee shall promptly comply with such further conditions and requirements as the FAA may hereafter prescribe. |
| 6.3.21 | **Attempted Variation** | 10/14 | Insert in all Outgrant Licenses (Non-Fed) | There shall be no variation or departure from the terms of this License without prior written consent of the FAA |
| 6.3.22 | **Transferability (License)** | 01/17 | Insert in all Outgrant Licenses (Non-Fed) | The Licensee shall not transfer, assign, or sublet any uses or property on the premises to third parties, nor grant any interest, privilege, or license whatsoever in connection with this License. Any attempt to transfer, assign, or sublet shall result in the immediate revocation of the license. If the Licensee, through voluntary or involuntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding cease to be the owner of the physical improvements situated on the premises, this License shall automatically be revoked. |
| 6.3.22 Alternate I | **Transferability (Permit)** | 10/14 | Insert in all Outgrant Permits (Fed) | The Permittee shall not transfer, assign, or sublet any uses or property on the premises to third parties, nor grant any interest, privilege, or license whatsoever in connection with this permit. Any attempt at such assignment shall result in the immediate cancellation of this Permit. |
| 6.3.23 | **Insurance** | 01/17 | Insert in all Outgrant Licenses (Non-Fed) | A. General Liability Insurance: At the commencement of this License, the Licensee shall obtain, from a reputable insurance company or companies satisfactory to the FAA, comprehensive general liability insurance. The insurance shall provide an amount not less than a minimum combined single limit of $1,000,000 per occurrence for any ~~a~~ number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from or related to the presence or operations of the Licensee, its employees, agents or contractors under this License. The Licensee shall require the insurance company or companies to furnish the FAA with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this paragraph shall contain an endorsement reading as follows:  “The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.” B. Environmental/Hazardous Substances/Petroleum Products Liability Insurance: At the commencement of this License, the Licensee shall obtain, from a reputable insurance company or companies satisfactory to the FAA, specific liability insurance to cover any environmental damage, hazardous substances or petroleum products pollution to the property caused by the Licensee. The insurance shall provide an amount not less than a minimum combined single limit of $1,000,000 per occurrence for any number of claims arising from any one incident with respect to environmental damage or hazardous substances or petroleum products pollution to the property caused from or related to the presence or operations of the Licensee, its employees, agents or contractors under this License. The Licensee shall require the insurance company or companies to furnish the FAA with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this paragraph shall contain an endorsement reading as follows: “The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.” C. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the FAA may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be sent to the FAA's Real Estate Contracting Officer prior to use of the premises. D. Licensee shall carry and maintain the required insurance as stated herein, during the entire term of this License. E. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this Licensee, it will deliver to the FAA's Real Estate Contracting Officer a certificate of insurance or a certified copy of each renewal policy to cover the same risks. |
| 6.3.24 | **Nondiscrimination** | 01/17 | Insert in all Outgrant Licenses (Non-Fed) | (a) Licensee agrees that no person shall be discriminated against in connection with the use of the premises by the Licensee, on the grounds specified in Title VI of the Civil Rights Act of 1964 (78 Stat, 238, 252; 42 U.S.C. 2000 (d)). (b) Licensee shall obtain a written agreement assuming the same obligations with respect to nondiscrimination as those imposed upon the Licensee, from each person or firm who provides services, benefits, or performs work on the premises, on the Licensee's behalf. Licensee shall furnish a copy of such agreement to the FAA. (c) The breach by the Licensee of conditions relating to nondiscrimination shall constitute sufficient cause for revocation of this License. |
| 6.3.25 | **Quiet Enjoyment** | 10/96 | Insert in all leases under the basic contracting principle to protect the FAA's full rights to the property. | The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government’s use and enjoyment of said premises against third party claims. |
| 6.3.26 | **Damage By Fire or Other Casualty** | 10/96 | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. | 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 untenantable 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. |
| 6.3.27 | **Delivery and Condition** | 01/17 | Insert in all new leases and/or leases with build out to provide the protection to the Government to ensure the space is delivered in a condition to be occupied. | 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. |
| 6.3.27 Alterante I | **Occupancy Permit** | 01/17 | Mandatory if the FAA has not received the Environmental and Safety Checklist, local law requires a permit to occupy space. | The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Lessor will complete and provide a certified copy of the "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the RECO’s discretion. |
| 6.3.28 | **Interference** | 10/08 | Insert in all Antenna and Rack Space Leases | Should there be interference with the Lessor’s facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor’s facility interferes with FAA’s equipment, then the Lessor will correct the problem immediately. |
| 6.3.28 Alternate I | **Interference (Outgrant)** | 01/17 | Insert in all Outgrant Licenses and Permits (Non-Fed) | The <Permittee or Licensee> shall not interfere, in any manner or at any time, with the operation of the FAA’s facility. The <Permittee or Licensee> shall, upon notice by the FAA, immediately cease any operation or alleviate any physical condition that has or may cause interference with the FAA's facility operation during the term of this <Permit or License>. |
| 6.3.28 Alternate II | **Interference with FAA Operations** | 01/17 | Insert in all on-airport or no cost land on airport MOAs. | The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or nature within the Airport’s boundaries that the FAA determines may interfere with the proper operation of the facilities installed by the FAA. The FAA and the Airport agree that such action(s) would not be in the best interest of the Airport or the FAA. |
| 6.3.29 | **Alterations** | 01/17 | Insert in all space leases. | The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of 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. |
| 6.3.30 | **Hold Harmless** | 10/96 | Insert in all leases in accordance with Federal Tort Claims Act of 1948. | In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity. |
| 6.3.31 | **Default By Lessor** | 10/96 | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. | 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 RECO, following Lessor’s receipt of written notice thereof from the RECO.  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. If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part. |
| 6.3.32 | **Compliance with Applicable Laws** | 10/96 | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. | 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. |
| 6.3.33 | **Covenant Against Contingent Fees** | 08/02 | Insert in all leases IAW 41 U.S.C. 254. | 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. |
| 6.3.33 Alternate I | **Covenant Against Contingent Fees (Licensee)** | 10/14 | Insert in all Outgrant Licenses (Non-Fed) IAW 41 U.S.C. 254 | The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or, in its discretion, to recover from the Licensee the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business. |
| 6.3.34 | **Anti-Kickback (Real Property by Reference)** | 01/17 | Insert in all leases in accordance with the Anti-Kickback Act of 1968, U.S.C. 51-58. \*\*NOTE: For full clause see 3.2.5-5 Anti-Kickback Procedures. If full clause is used, this clause MUST be removed. | 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. |
| 6.3.35 | **Examination of Records** | 08/02 | Insert in all cost leases. | The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (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. |
| 6.3.36 | **Subordination, Nondisturbance and Attornment** | 01/17 | Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance, and/or attornment. | A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease. B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand. C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or 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, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship. D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign. |
| 6.3.37 | **Notification of Change in Ownership or Control of Land** | 10/14 | Insert in all land leases. | If the Lessor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Lessor or Lessor’s heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights. |
| 6.3.37 Alternate I | **Notification of Change in Ownership or Control of Land** | 07/17 | Insert in all land easements. | If the Grantor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Grantor or Grantor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights. |
| 6.3.38 | **Sublease** | 10/96 | Insert in leases where the RECO expects to sublease the FAA space to another tenant. | 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. |
| 6.3.39 | **Integrated Agreement** | 10/96 | Insert in all leases to assert the lease agreement defines the agreements between the parties. | 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. |
| 6.3.40 | **Equal Opportunity (Real Property by Reference)** | 01/17 | Insert in all leases in accordance with affirmative action programs, 41 CFR 60-1 and 60-2. \*\*Note: For full clause, see 3.6.2-9. If full clause is utilized, this clause MUST be removed. | 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). |
| 6.3.41 | **Affirmative Action for Special Disabled and Vietnam Era Veterans** | 10/96 | Insert in all leases in accordance with Vietnam Era Veteran’s Readjustment Assistance Act of 1972. | 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. |
| 6.3.42 | **Affirmative Action for Disabled Workers (Real Property by Reference)** | 01/17 | Insert in all leases in accordance with Rehabilitation Act of 1973, 29 U.S.C. 793. \*\*NOTE: For full clause see 3.6.2-13. If full clause is used, this clause MUST be removed. | 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. |
| 6.3.43 | **Unauthorized Negotiating** | 10/96 | Insert in all leases. | In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with anyone other than the RECO or his/her designee. |
| 6.3.44 | **Inspection** | 10/96 | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. | 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. |
| 6.3.45 | **Contract Disputes (Real Property By Reference)** | 01/17 | 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. \*\*NOTE: For full clause see 3.9.1-1 Contract Disputes. If full clause is used, this clause MUST be removed. | All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will 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 will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.  All contract disputes will be in writing and will be filed at the following address:  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  A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the Lease 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. |
| 6.3.46 | **Mineral Rights** | 7/14 | Insert if mineral rights requested. | The Lessor hereby reserves all mineral rights in, on, and under the leased premises. Should the Lessor find it necessary to drill for minerals, consent hereto shall first be secured from the Government in writing. The Lessors will coordinate with the Government necessary schedules, etc. and agree not to erect or allow to be erected any structure of obstruction that may interfere with the proper operation of the Government’s Facility. The Lessor’s removal of any minerals shall be only by means of drilling from adjacent or nearby lands. |
| 6.3.47 | **Clearing/Disposing of Debris** | 01/17 | Insert when applicable. | A. The Government shall notify the Lessor in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings. B. The Lessor grants the Government the right and privilege to enter upon the Lessor’s land in order to cut, trim, tip, shape and maintain to the maximum, height of 5’4” above ground level, any trees situated within the <Type of Facility>and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper function of the Government’s <Type of Facility> facility will be subject to the Government’s granted privilege. Coordination with the Lessor will be made prior to any cutting of any selected trees. C. The Government agrees to dispose of all grass, brush, and tree cuttings by its contractor. All tree logs, limbs, or branches 2 or more inches in diameter and 5 feet in length, shall be stacked in an area selected by the Lessor. The Government’s disposal of debris, grass, branches, etc., shall comply with regulatory requirements. |
| 6.3.48 | **Road Maintenance - Alternate I** | 01/17 | Insert when multiple users are accessing the road. | The Government does not have exclusive use of the access road; but, shall share the use of the access road with Lessor and Lessor’s contractors. Compensation for use of the access road shall be included in the rent. Lessor agrees to maintain the access road to a standard to be determined by the Government. |
| 6.3.48 Alternate I | **Road Maintenance - Alternate II** | 7/14 | Insert when Government has requirements to improve the road. | The Government shall have the right, but not the obligation, to maintain and/or reconstruct the existing access road. All road maintenance/construction shall be of the most economical type that will provide satisfactory and safe transportation of personnel, equipment and material in the type of weather and climatic conditions normally encountered at this location. The Government shall not maintain or contribute to the maintenance of said access road beyond Government standards or requirements. |
| 6.3.49 | **Change of Address** | 10/14 | Insert in all Outgrant Licenses and Permits (Non-Fed) | In the case of change of address, the <Licensee or Permittee> shall immediately notify the FAA, in accordance with notices clause herein. |
| 6.3.50 | **Breach** | 10/14 | Insert in all Outgrant Licenses and Permits (Non-Fed) | This <License or Permit> may be terminated and revoked upon breach of any conditions herein or otherwise at the discretion of the FAA. |
| 6.3.51 | **Effective Date** | 10/14 | Insert in all Outgrant Licenses (Non-Fed) | This License shall be effective on the date it has been fully executed by the parties hereto. |
| 6.3.52 | **Governing Law** | 10/14 | Insert in all Outgrant Licenses and Permits (Non-Fed) | This <License or Permit> shall be governed by federal law. |
| 6.3.53 | **Access to FAA property** | 10/14 | Insert in all Outgrant Licenses and Permits (Non-Fed) | The <Permittee or Licensee> shall coordinate any proposed installation and/or maintenance on the premises with the FAA’s representative shown below:  <Name of the FAA Representative> Manager, <insert organization name and code>     <insert Street Address>  <Insert City, State, Zip code>  <Insert Area code and telephone number> <Insert email address> |
| 6.3.54 | **Excusable Delays** | 07/14 | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. | A. The Lessor shall not be in default because of any failure to perform this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor. Examples of these causes are: (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor. 'Default' includes failure to make progress in the work so as to endanger performance. B. The RECO shall ascertain the facts and extent of the failure. If the RECO determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract. |
| 6.4.1 | **System for Award Management - Real Property (SAM Waiver)** | 01/17 | Insert in all leases when the FAA has waived the SAM requirements for payment information. \*\*NOTE: If the vendor is registered in SAM clause 6.4.1 Alternate I MUST be used and this clause, 6.4.1 "System for Award Management (SAM Waiver)" MUST be removed. Please also note that if clause 6.2.6 Alternate I "Consideration (No Cost)" is used this clause MUST be removed as it is not applicable. | The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease. |
| 6.4.1 Alternate I | **System for Award Management - Real Property** | 01/17 | Insert in all new "cost" leases or bilateral modifications to existing leases in accordance with (IAW) AMS “T3.3.1.A-3 - - System for Award Management (SAM)” and RE Guidance "3.1.4.2 - System for Award Management (SAM)”. SAM 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. \*\*NOTE: If the vendor is exempted from the use of SAM, clause 6.4.1 "System for Award Management (SAM Waiver)" MUST be used and this clause, clause 6.4.1 Alternate I, MUST be removed. Please also note that if clause 6.2.6 Alternate I "Consideration (No Cost)" is used this clause MUST be removed as it is not applicable. | The FAA uses the System for Award Management (SAM) as the primary means to maintain Lessor information required for payment under any FAA lease.  A. Definitions. As used in this clause: 1. "SAM database" means the primary Government repository for Lessor information required for the conduct of business with the Government. 2. "Contractor" is synonymous with "Lessor" for real property leases or other contracts 3. "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities. 4. "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 SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern. 5. "Registered in the SAM database" means that the Lessor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.  B. By submission of an offer, the Lessor acknowledges that: 1. A prospective awardee will be registered in the SAM database prior to award, during performance, and through final payment. 2. The Lessor will enter, in the space below, the Lessor's DUNS or DUNS+4 number that identifies the Lessor's name and address exactly as stated in the offer. The DUNS number will be used by the RECO to verify that the Lessor is registered in the SAM database. DUNS or DUNS+4 Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  C. If the Lessor does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one. 1. A Lessor may obtain a DUNS number: a. 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 b. If located outside the United States, by contacting the local Dun and Bradstreet office. 2. The Lessor will be prepared to provide the following information: a. Company\* legal business. b. Trade style, doing business, or other name by which your entity is commonly recognized. c. Company Physical Street Address, City, State, and Zip Code. d. Company Mailing Address, City, State and Zip Code (if separate from physical). e. Company Telephone Number. f. Date the company was started. g. Number of employees at your location. h. Chief executive officer/key manager. i. Line of business (industry). j. 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 a sole proprietor when providing this information to Dun~~n~~ & Bradstreet. D. If an otherwise successful Offeror does not become registered in the SAM database in the time prescribed by the RECO, the RECO may proceed to award to the next otherwise successful registered Offeror, if the RECO determines it to be in the best interest~~s~~ 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 Lessor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database the Lessor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this Lease and is not a substitute for a properly executed contractual document. G. Changes 1. Name or Ownership Changes a. If a Lessor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the lease), or has transferred the assets used in performing the lease, the Lessor will provide the responsible RECO a minimum of one business day's written notification of its intention to: i. Change the name in the SAM database; ii. Agree in writing to the timeline and procedures the RECO specifies to document the requested change in the lease. With notification, the Lessor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the RECO. b. The Lessor’s entry of the name/ownership change in SAM does not relieve the Lessor of responsibility to provide proper notice of the name change to the RECO. The change in SAM cannot be made effective until the appropriate documentation/ supplemental agreement is executed by the RECO. Any discrepancy in payee information in SAM caused by a failure to fulfill the requirements will result in a discrepancy that is incorrect information, this will result in suspension of payment as described in the "Payment by Electronic Funds Transfer" clause in this Lease. H. Exceptions to SAM. As provided for in AMS, certain Lessors may qualify by limited exceptions to SAM waiver. If a Lessor is determined by the RECO to merit justification of a waiver from SAM, then the Lessor will provide initial payment information and any future vendor information changes to the RECO on the "Vendor Miscellaneous Payment Information" form, provided by the RECO. An alternate clause, "System for Award Management (SAM Waiver)" will be included in the lease and the Lessor will comply with the terms of that clause. Having an exception from SAM does not excuse a vendor from EFT payment requirements, as required in the "Payment by Electronic Funds Transfer" clause in this Lease. 1. Lessors may obtain information on registration and annual confirmation requirements via the internet at http://www.sam.gov or by calling 866-606-8220. |
| 6.4.2 | **Payment by Electronic Funds Transfer** | 01/17 | Insert in all “cost” leases, or bilateral modifications to existing leases IAW AMS “T3.3.1.A-3 – Electronic Funds Transfer” and RE Guidance “3.1.4.2 – Electronic Fund Transfer (EFT). ”\*NOTE: In certain instances, the Lessor may qualify for a waiver of the EFT requirement and receive payment via an alternate means. Waiver requirements/conditions are set forth in the above-referenced AMS provisions, however, waivers are NOT permanent. Please also note that if clause 6.2.6 Alternate I "Consideration (No Cost)" is used this clause MUST be removed as it is not applicable. | All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor’s EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution. |
| Section 6.5: Design and Construction Clauses |
| 6.5.1 | **Tenant Improvements** | 01/17 | Insert in all leases where build out occurs when using the tenant improvement allowance. | A. The tenant improvement allowance is $<insert dollar amount per foot> per ANSI/BOMA Office Area square foot which shall be paid entirely by the Lessor, including any instance where the Government accepts fixtures and/or other tenant improvements already in place. Tenant improvements are the components, finishes, and fixtures that typically take space from the “shell” condition to a finished, usable condition. The tenant improvement allowance shall cover all or a portion of the cost of the design and build out of the Government's demised area in accordance with the Government's approved Design Intent Drawings. All tenant improvements required by the Government for occupancy shall be constructed and paid for by the Lessor as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this Lease. At no additional cost to the Government, the Lessor agrees to pay and disburse all of the tenant improvement payments, and provide the Government with all of the costs associated with the tenant improvements including, but not limited to~~,~~ construction costs and costs related to preparation of construction plans, construction management fees, city fees and permit costs or penalties, certificate of occupancy and applicable taxes and engineering fees. B. The Government, at its sole discretion, shall make all decisions as to the usage of the tenant improvement allowance. The Government may: 1) use all or part of the tenant improvement allowance, or 2) return to the Lessor, any unused portion of the tenant improvement allowance in exchange for a decrease in rent. If the Government build out costs are in excess of the tenant improvement allowance, the Lessor may recover such costs in accordance with the “Lessor’s Recovery of Tenant Improvement Costs in Excess of the Allowance” clause.  C. The tenant improvement allowance shall include all of the Lessor’s administrative costs, general contractor fees, subcontractor’s profit and overhead costs, Lessor's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the tenant improvements. It is the Lessor’s responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. No costs associated with the building shell shall be included in the tenant improvement price proposal.  D. If the Government determines that termination of the lease is in the best interest of the Government, the Government shall pay an amount based on the unamortized balance of the tenant improvement allowanceas of the first day of the month the lease is cancelled and terminated, as described in the "Lessor’s Recovery of Tenant Improvement Allowance in the Event of Cancellation" clause. |
| 6.5.3 | **Responsibility of the Lessor and Lessor's Architect/Engineer** | 01/17 | Insert in space leases where build out occurs when using the Lessor’s Architect | A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.  B. The Lessor remains solely responsible for designing, constructing, operating, and maintaining the leased premises in full accordance with the requirements of the lease. The Government retains the right to review and approve many aspects of the Lessor’s design, including without limitation, review of the Lessor’s design and construction drawings, shop drawings, product data, finish samples, and completed base building and tenant improvement construction. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all lease requirements.  C. Neither the Government’s review, approval or acceptance of, nor payment through rent of the services required under this lease, shall be construed to operate as a waiver of any rights under this Lease or of any cause of action arising out of the performance of this Lease, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor’s negligent performance of any of the services required under this Lease.  D. Design and construction and performance information is contained throughout several of the solicitation documents which shall comprise a resulting lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all design and performance information required whether it is found in the submitted solicitation, the lease, price lists, or Design Intent Drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided. |
| 6.5.4 | **Lessor’s Recovery of Tenant Improvement Costs in Excess of the Allowance** | 10/12 | Insert in all space leases where build out occurs in accordance with general policy for Federal Agencies to provide protection to the Government and contract management. | A. If the Government's build out costs are in excess of $<insert dollar amount> per square foot or $<insert dollar amount> the Government reserves the right to either: 1) reduce the tenant improvement requirements, 2) pay a lump sum for the overage amount upon completion and acceptance of the improvements, or 3) increase the rent to cover the amount in excess of the allowance according to the negotiated amortization rate over the term of the lease. Reimbursement shall occur only after acceptance of the space, and shall be based on a detailed invoice provided by the Lessor and the determination by the RECO that the work completed is satisfactory; such determination to take place only after an inspection of the work and building materials by the RECO. B. Notwithstanding the foregoing, at the Government’s option, the Lessor shall fund an additional amount for the Government’s cost of installing security systems, computer wiring, and telephone wiring up to a maximum additional amount not to exceed $<insert dollar amount>; and the Government shall reimburse the Lessor within <insert number of business days> business days of acceptance of such systems and wiring in writing and executed by the RECO, based upon a detailed invoice provided by the Lessor. If the Government installs its own security systems, computer wiring, or telephone wiring, the Government covenants that the Lessor shall have no liability regarding these installations. |
| 6.5.5 | **Lessor’s Recovery of Tenant Improvement Allowance in the Event of Cancellation** | 10/12 | Insert in space leases with build out to ensure that the Government is protected in event the Government cancels. | The Lessor shall recover the unamortized balance of the tenant improvement allowance (or a lesser amount as described in the following sentence), effective on the date of cancellation. The Lessor shall amortize the actual cost of the tenant improvements or the tenant improvement allowance, whichever amount is less, over the term of the lease. The Lessor shall make a disclosure of all tenant improvement costs to the Government after all tenant improvement costs have been accounted for, such disclosure shall include a monthly payment schedule of said tenant improvement costs and balance remaining each month. In the event that the Government cancels this Lease, or any portion thereof~~,~~ the Government agrees that it shall make a one-time, lump sum payment to the Lessor for the remaining balance of tenant improvement costs in their entirety if the entire lease is terminated, or prorate, if any portion thereof is cancelled. Lessor agrees that such payment shall release the Government from all present and future liability under this clause. |
| 6.5.6 | **Liquidated Damages** | 01/17 | Insert in space leases where build out occurs. | In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of $<insert dollar amount> for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government as a result of the Lessor’s delay. |
| 6.5.7 | **Amortization Schedule** | 01/17 | Insert in space leases where applicable, when amortizing the cost of the tenant improvements or alterations. | An Amortization Payment Schedule is required for the following: 1) in the event the Government build-out is in excess of the tenant improvement allowance or 2) in the event the lease is terminated prior to the date set in the "Term" clause. The amortization is based on a <insert interest rate>% (interest agreed on the tenant improvement) rate of return, with payments of $ <insert dollar amount> per month in arrears as per Attachment <insert attachment name>, attached hereto and made a part hereof. |
| 6.5.8 | **Lessor’s Unit Prices/Costs and Construction Schedule** | 10/12 | Insert in space leases where there is build out. | Within <insert # of business days> business days after award of the lease, the Lessor shall submit to the RECO: A. A detailed description of unit prices/costs and  B. A tentative construction schedule giving the dates on which the various phases of construction shall be completed to coincide with the Government's required occupancy date. The finalized schedule shall be submitted no later than <insert # of business days> business days after award. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) Submittal of preliminary plans and specifications;  2) Submittal of other working drawings;  3) RECO's approval of completed construction documents and the tenant improvements price proposal;  4) Issuance of any and all required building permits;  5) Start of construction;  6) Completion of principal categories of work;  7) Phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category);  8) Final construction completion; and  9) Inspection and acceptance of the leased premises by the Government. |
| 6.5.9 | **Construction Schedule and Acceptance of Tenant Improvements** | 01/17 | Insert in space leases where build out occurs. | The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. These are:  A. The generation of the Design Intent Drawings;  B. The Government’s approval of the Design Intent Drawings;  C. The Lessor’s generation of the Government’s construction documents;  D. The Government’s review and approval of the construction documents;  E. The submittal of the Tenant Improvements Price Proposal, Government’s review, approval, and Notice to Proceed (NTP) process;  F. The Lessor’s construction of the leased premises; and  G. The Government’s acceptance of the space upon completion of construction.  References to “approval” shall mean such approval granted by the RECO in writing. During the construction schedule, the Government may require regularly scheduled progress meetings and that the Lessor keep meeting minutes of discussion topics and attendance. During the design and construction tasks, the Lessor may discover instances where the Government’s directives conflict. In such cases, the Lessor shall immediately notify the RECO in writing so that the Government may issue a determination as to how to proceed. |
| 6.5.10 | **Design Intent Drawings (Provided by Lessor)** | 01/17 | Insert in space leases where build out occurs. | The Design Intent Drawings (also known as “Preliminary Drawings” or “Prelims”) will be prepared by the Lessor as described below.  As part of the rental consideration, including the tenant improvement allowance, the Lessor shall prepare and provide to the Government, for the Government’s approval, Design Intent Drawings detailing the tenant improvements to be made by the Lessor within the leased premises. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor’s architect to complete such drawings in a timely manner. For purposes of this lease, Design Intent Drawings are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of:  A. Furniture locations, telephone and data outlet types and locations, electrical outlet locations, switch locations, ceiling grid height and light fixture locations, and cabinet/counter and shelving locations;  B. Specifications necessary for calculation of electrical and HVAC loads;  C. All finish/color/signage selections, and  D. Security requirements.  Design Intent Drawings shall be due from the Lessor within <insert # of business days> business days from the date of award. |
| 6.5.10 Alternate I | **Design Intent Drawings (Provided by Government)** | 01/17 | Insert in space leases where build out occurs. | The Design Intent Drawings (also known as “Preliminary Drawings” or “Prelims”) will be prepared by the Government, as described below.  The Government shall prepare and provide to the Lessor the Government’s approved Design Intent Drawings based upon the base building drawings provided by the Lessor. These Design Intent Drawings shall detail the tenant improvements to be made by the Lessor within the leased premises. Design Intent Drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of:  A. Furniture locations, telephone and data outlet types and locations;  B. Specifications necessary for calculation of electrical and HVAC loads;  C. All finish/color/signage selections; and  D. Security requirements.  Design Intent Drawings shall be due to the Lessor within <insert # of business days> business days from the date of award. If the Government provided Design Intent Drawings require additional design work after submittal to Lessor, then the Lessor will immediately complete that requirement, at Lessor’s cost, and submit said drawings back to the Government for review and approval. Said review and approval shall be provided within <insert # of business days> business days from the date submitted by the Lessor. |
| 6.5.11 | **Review of the Design of Intent Drawings** | 01/17 | Insert in space leases where build out occurs. | The Government has the right to review, approve, and request modifications (if necessary) to the Lessor’s Design Intent Drawings at any time prior to the Lessor’s commencement of working/construction drawings. The Government’s review and approval of the drawings is limited to determining whether the drawings meet the specific requirements of the submitted solicitation and this lease. The Government shall perform all reviews of Design Intent Drawings within <insert # of business days> business days of receipt from Lessor. If the Government fails to provide the review within the requisite number of business days, the lease shall be modified to reflect a new occupancy date, which modification shall be at no cost to the Government. Should the Government disapprove the Lessor’s Design Intent Drawings, such disapproval, and the documented reasons, shall be provided in writing to the Lessor by the RECO. Lessor shall have <insert # of business days> business days to cure all noted deficiencies in the Design Intent Drawings, and the revised Design Intent Drawings shall be resubmitted to the RECO for review and approval. Upon approval of the Design Intent Drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. |
| 6.5.12 | **Budget Proposal for Tenant Improvements of Design Intent Drawings** | 01/17 | Insert in space leases where build out occurs. | At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the tenant improvements and associated work, as shown on the Design Intent Drawings. This budget proposal shall be completed within ten (10) business days from the date of the Government’s request. Delay of receipt of such proposal shall result in a Lessor delay and delay in the rent commencement after acceptance of the leased premises. |
| 6.5.13 | **Working Construction Drawings** | 07/10 | Insert in space leases where build out occurs. | The Lessor shall prepare, as part of the tenant improvement allowance, final working/construction drawings for the improvements illustrated on the Government-approved Design Intent Drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the leased premises. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved Design Intent Drawings and shall incorporate neither extraneous additions nor deletions of Government requirements. The Lessor’s working/construction drawings shall be due to the Government within <insert # of business days> business days of the Government’s approval of the Design Intent Drawings. Working/construction drawings shall clearly identify: A. Tenant improvements already in place; and  B. The work to be done by the Lessor or others. |
| 6.5.14 | **Review of Working/Construction Documents** | 10/12 | Insert in space leases where build out occurs. | The Government shall have the right to review and request modifications to the Lessor’s construction documents, prior to the Lessor’s commencement of interior construction. The Government’s review of the construction documents is limited to determining the extent of the construction documents’ conformance to the specific requirements of the approved Design Intent Drawings. The Government shall perform all reviews of construction documents within <insert # of business days> business days from the date of receipt from the Lessor. If the Government is delayed in review of drawings, the lease shall be modified to reflect a new occupancy date. Should the Government require that modifications be made to the Lessor’s construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have <insert # of business days> business days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Lessor shall obtain the necessary permits once the working/construction documents have been approved by the RECO. Notwithstanding the Government’s review of the construction documents, the Lessor is solely responsible and liable for ensuring the technical accuracy of the construction documents. |
| 6.5.15 | **Tenant Improvements Price Proposal Based on Construction Drawings** | 10/12 | Insert in space leases where build out occurs. | Within <insert # of business days> business days of Government review of the construction/working documents, the Lessor must submit the written price proposal along with cost and pricing data or the documentation of the competitive proposals and ~~for~~ any costs or credits to the Government. Any work shown on the construction documents that is building shell shall be clearly identified and priced as such. After negotiation and acceptance of the tenant improvements price, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence construction of the tenant improvements. The Government reserves the right to disapprove the Lessor’s final tenant improvement cost prior to forwarding payment. The Lessor shall provide copies of paid invoices to contractors and sub-contractors with whom the approved price proposal was developed. These paid invoices shall be submitted with the final invoice for payment due, unless amortized within the rent. |
| 6.5.16 | **Construction of Tenant Improvements** | 10/12 | Insert in space leases where build out occurs. | A. The Lessor shall construct all tenant improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the submitted solicitation and the lease. The Lessor shall complete the tenant improvements within <insert # of business days> business days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within five (5) business days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorize Government officials, including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project. B. Once the Government has approved the construction/working drawings and the Lessor’s price proposal, in accordance with the terms of this lease, all changes to tenant improvements shall come within the scope of the “Changes” clause in this Lease, and shall be processed accordingly. |
| 6.5.17 | **Construction Coordination** | 08/02 | Insert in all space leases where build out occurs. | A pre-construction meeting shall be held at the facility prior to the commencement of any construction, renovation, remodeling, or repair within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated with the RECO and the Government’s supervisor or manager responsible for the facility, at least one week before the execution of the work. |
| 6.5.18 | **Construction Inspections** | 01/17 | Insert in space leases where build out occurs. | A. After construction has begun, construction inspections shall be made periodically by the RECO and/or designated technical representatives to review compliance with the submitted solicitation, lease, and the final working drawings.  B. Periodic reviews, witnessing of tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives, but are intended to discover any information which the RECO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall respond in writing to the RECO regarding the Government’s comments resulting from the subject reviews, tests, and inspections. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of the submitted solicitation and this Lease. |
| 6.5.19 | **Progress Reports** | 07/10 | Insert in space leases where build out occurs. | After construction commencement, the Lessor shall submit to the RECO, written progress reports at intervals of <insert # of business days> business days. Each report shall include information as to:  A. Percentage of the work completed by phase and trade;  B. A statement as to expected completion and occupancy date;  C. Changes introduced into the work; and  D. General remarks on such items as material shortages, strikes, weather, etc.  In addition, the Lessor shall conduct meetings every <insert # of weeks> week(s) to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. The Lessor shall be responsible for taking and distributing minutes of these meetings, with shall be subject to review and approval by the RECO. Such meetings shall be held at a location to be designated by the Government. |
| 6.5.2 | **Work Performance** | 07/10 | Insert in all space leases. | All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor’s workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO. |
| 6.5.20 | **Labor Standards** | 06/09 | 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. | By signing this Lease, the Lessor certifies to the RECO that all laborers and mechanics employed or working upon the leased premises 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, regardless of any contractual relationship which may be alleged to exist between the Lessor 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 (40 U.S.C. 3141 et seq.) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions 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. 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 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Lessor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. |
| 6.5.21 | **Wiring For Telephones** | 01/17 | Insert in all manned space leases. | The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring installed by the Lessor, if available. However, the final decision will be made by the Government. |
| 6.5.22 | **Installation Of Antennas, Cables & Other Appurtenances** | 01/17 | Insert in all space leases where applicable for the installation of antennas and cables. | The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances. |
| 6.5.23 | **As-Built Floor Plans After Occupancy** | 01/17 | Insert in space leases where build out occurs. | The Lessor must follow the following requirements: Thirty (30) days after occupancy, the Lessor must submit a final set of hard copy as-built plans and reproducible floor plans in l/8" scale depicting rented space and identifying entrances, exits, stairs, windows, partitions, closets, architectural, and construction documents to include but not limited to electrical, mechanical, structural, fire protection, plumbing plans, architectural plans, lighting plans, furniture plans, installation plans, typical workstations, etc. A CAD program compatible with the latest release of AutoCAD and accessible and readable by the Government for future use shall generate the plans. The file(s) will be ".dwg" format. All files shall be submitted on a CD-ROM. The submitted CD-ROM(s) shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor’s operators shall demonstrate the submission on FAA equipment, if requested by the RECO. |
| 6.5.24 | **Air Balance Report** | 01/17 | Insert in space leases where build out occurs. | Lessor shall provide an Associated Air Balance Council (AABC) Certified Air Balance Report performed by a certified Mechanical Engineer based upon the approved Construction/Working Drawings. The report shall cover typical air balance requirements for leased premises, and shall include all heating, ventilation, and air conditioning (HVAC) equipment, including (but not limited to): A. Roof top and/or ground mounted units B. Trunk linesC. Variable air volume (VAV) boxes  D. Ducting to the VAV boxes E. Supply and return air grilles F. Ducting to the supply and return air grilles  The results of the report shall comply with local codes and ASHRAE standards. If there is a conflict between the local codes and ASHRAE standards, the ASHRAE standards will govern and control. |
| 6.5.25 | **Walk-Through Inspection and Acceptance of Space** | 01/17 | Insert in space leases where build out occurs. | Within ten (10) business days prior to completion of interior construction, the Lessor shall issue a written notice to the Government to inspect the space. The Government shall have <insert # of business days> business days to inspect and to either accept or reject the subject space. During the walk-through inspection, the Lessor shall provide to the RECO, at a minimum, the following: <INSERT A LIST OF ALL REQUIRED INFORMATION> In addition, the Lessor shall provide the RECO the administrative/management procedures for the building, such as control of the thermostats, janitorial hours, building hours of operation, and emergency occupancy plan.  Substantially completed space shall be accepted by the Government, subject to the completion of minor punch list items. Space which is not substantially complete shall not be accepted by the Government. Should the Government reject the Lessor’s space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action to correct deficiencies. Upon completion, the Lessor shall issue to the Government a second notice to inspect. |
| 6.5.26 | **Measurement of Space** | 01/17 | Insert in space leases where build out occurs. | The space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space in excess of the maximum square footage leased. |
| 6.6.1 | **Doors** | 04/12 | Insert in leases for door requirement. | Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Government will be furnished at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the Government, doors shall be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. |
| 6.6.2 | **Lighting** | 07/16 | Insert in leases for lighting requirement. | Modern, diffused, energy efficient fixtures shall be provided that maintain a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building. |
| 6.6.3 | **Adhesives and Sealants** | 07/16 | Insert in all leases. Any changes should be approved by service area environmental contact. | The Lessor shall use adhesives and sealants that contain no formaldehyde, asbestos or heavy metals. |
| 6.6.4 | **Ceilings** | 01/17 | This clause is applicable where ceiling tiles are being placed. Any changes should be approved by regional environmental contact. | Ceilings must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less. |
| 6.6.5 | **Floor Load** | 04/12 | This clause is to be used where additional floor load is required. Regional engineer should approve any changes. | All adjoining floor areas shall be: A. Of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards,  B. Non-slip, and  C. Accepted by the RECO.  Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the RECO. Calculations and structural drawings may also be required. |
| 6.6.6 | **Painting** | 07/17 | Insert in all manned space leases with lease terms of five years or longer. | <if new space, insert "Prior to occupancy all," or for renewals, insert 'All'> surfaces must be newly painted with non-lead based paints in colors acceptable to the Government. All surfaces must be repainted after working hours at Lessor’s expense at least once every <Insert # of years that repainting will be required> years. Such repainting includes the moving and returning of the furniture, including dismantling, moving and re-assembling the Government’s systems furniture, if directed by the Government, at the Lessor’s expense. Any existing lead based paint must be properly maintained and managed per existing federal, state, and local regulatory requirements. If there is chipping, flaking, or peeling paint in the leased premises during the period of Government occupancy, it must be sampled for lead at the Lessor’s expense. If containing lead, it must be abated at the Lessor’s expense. This could be performed either by removal or sealing with an encapsulating material. |
| 6.6.7 | **Display Advertising** | 10/96 | This clause is to be used where Government is sole occupant. | If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO. |
| 6.6.8 | **Erection of Signs** | 10/96 | This clause is to be used where signs are required. | The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the lease. |
| 6.6.9 | **Window and Floor Covering** | 04/12 | Insert in all manned space leases. Any changes should be approved by regional environmental contact. | All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable (carpet tiles or carpet broadloom) to the Government. Existing floor and window coverings may be accepted at the discretion of the RECO; however, prior to occupancy all carpeting and window coverings shall be cleaned. At no additional cost to the Government, the Lessor shall replace carpeting at least every <insert # of years> years during Government occupancy or any time during the lease when: A. Backing or underlayment is exposed, B. There are noticeable variations in surface color or texture, and/or C. The condition of the carpet is such that it presents a clear and present danger to pedestrians. Replacement includes moving and return of furniture including dismantling, moving and re-assembling the Government’s systems furniture if directed by the Government. |
| 6.6.10 | **Seismic Safety for Existing Building** | 10/14 | Required in space leases unless one of the Exemptions or the Best Available Leased Exception applies under Real Estate Guidance 2.4.8 Appendix H: Seismic. If one of the exemptions or if the exception is invoked by the RECO, this clause shall be removed from the lease. | 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-8, Seismic Standards for Existing Federally Owned and Leased Buildings, Dec 2011. RP-8 is available online at (http://wbdg.org/ccb/NIST/nist\_gcr11\_917\_12.pdf) and is available in print from the National Institute of Standards and Technology as NISTIR GCR 11-917-12.  A. Compliance with Life Safety: The Lessor 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-8. The structural engineer certification shall be in the format of the Government-provided “Life Safety Compliance/ Seismic Certification” form. If the building cannot be certified in accordance with RP-8, 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 “Life Safety Compliance/Seismic Certification” form. Buildings meeting the requirements of ASCE31-03 using a safety objective of ‘Life Safety’ are considered to meet the Government’s requirement. Alternatively, if the building qualifies as a Benchmark Building in accordance with RP-8 and as certified on the “Life Safety Compliance/Seismic Certification” form, it will be deemed to meet minimum seismic requirements.   In the event a building with a certification of life safety/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. |
| 6.6.11 | **Seismic Safety for New Construction** | 01/17 | Required in space leases for buildings that will be newly constructed or undergoing major renovations, unless one of the Exemptions or the Best Available Leased Exception applies under Real Estate Guidance 2.4.8 Appendix H: Seismic. If one of the exemptions or if the exception is invoked by the RECO, this clause shall be removed from the lease. See Real Estate Guidance 2.4.8 Appendix H: Seismic for additional guidance. | If a Lessor proposes to meet the Government’s requirement by new construction, or by a major renovation to an existing building, then all construction performed under this contract must, as a minimum, be in accordance with the current edition of the International Building Code (IBC). For purposes of this provision, a “major renovation” is a renovation where the cost of the project will be more than fifty percent (50%) of the replacement value of the building as of the date of project commencement. Local seismic building codes may be used 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) or space, 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 Government-provided "Life Safety Compliance/Seismic Certification" form. 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 (24) hours, after a verbal request from Government personnel to review said documents, or in another time frame agreed to in writing by the RECO. The sole purpose of this clause is to require the Lessor to certify that the end product of any renovation or alteration described in this provision meets the seismic standards of the National Earthquake Hazard Reduction Program (NEHRP), Interagency Committee on Seismic Safety in Construction (ICSSC) Recommended Practice-8 (RP-8). 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 "Life Safety Compliance/Seismic 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. |
| 6.6.12 | **Seismic Safety for Equipment** | 01/17 | Required in all leases, unless one of the Exemptions or the Best Available Leased Exception applies under Real Estate Guidance 2.4.8 Appendix H: Seismic. If one of the exemptions or if the exception is invoked by the RECO, this clause shall be removed from the lease. | The Lessor shall ensure that building installed equipment is properly anchored to protect personnel during a seismic event, in accordance with DOT Specification FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5, Personnel Safety and Health, and requirements for the seismic zone in which the facility is located. |
| 6.6.13 | **High Performance Sustainable Building (HPSB) Requirements** | 01/17 | Insert in space leases above 5,000 square feet. | For leases of 5,000 square feet and above, by the lease commencement date, the Lessor must provide certification of compliance with the Guiding Principles for High Performance Sustainable Buildings (HPSB). Certification of compliance must be provided in the form of either: a completed checklist from Energy Star Portfolio Manager (ESPM) that indicates that the leased premises meet the Guiding Principles, or LEED Silver (or better) certification by a LEED Accredited Professional. Where compliance is demonstrated through completion of the ESPM checklist, the Lessor agrees, upon request, to provide the Government with additional supporting documentation demonstrating HPSB compliance. |
| 6.6.14 | **Construction Waste Management** | 01/17 | Insert in space leases with build out or alterations. | A. The Lessor shall reuse or recycle construction and demolition waste to the maximum extent practicable and economically feasible. Items that shall be considered for recycling include: asphalt, bricks, concrete and masonry, metals, wood, cardboard, carpet, gypsum drywall, and ceiling tiles.  B. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.  C. The Lessor agrees, upon request, to provide the Government with additional information concerning the execution of construction waste recycling activities. |
| 6.6.15 | **Post Award: Green Label Certification for Sustainability Verification** | 01/17 | Insert in space leases above 5,000 square feet. | Following award of this Lease, the Lessor shall submit the information set forth herein to the facility manager, to be maintained on site, within the designated time frames: A. Product Data Sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted no later than the date of submission of the final Design Intent Drawings for the leased space, as outlined in the "Design Intent Drawings" clause.  B. Any waiver required by the failure or inability of the Lessor to use materials from the CPG and Recovered Materials Advisory Notice (RMAN) lists of acceptable products are due within <insert # of business days> business days to the facility manager and copy to the RECO. C. Radon test results as may be required in accordance with the "Radon" clause. D. Construction Waste Management Plan - Prior to issuance of the notice to proceed with construction, a proposed plan to recycle construction waste that follows industry standards must be submitted by the Lessor. The construction waste management plan shall at a minimum, include: 1. The Lessor’s Waste Management Diversion goal; 2. A statement of the relevant construction debris and materials to be diverted; 3. Lessor’s implementation protocols; and 4. The names and contact information of the parties responsible for implementing the plan. The Lessor must provide documentation of the actual percentage of material diverted from the applicable landfill. If the quantity of material to be diverted is small, the waste disposal method is determined to be extraordinarily complex, or the cost of such diversion and recycling efforts would be cost-prohibitive and, consequently, would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the facility manager and copy to the RECO, may permit an alternative means of disposal. E. Building Recycling Service Plan - A building recycling service plan with floor plans annotating recycling area(s) shall be submitted as part of the Design Intent Drawings to be reflected on the Construction Drawing submission. F. The Lessor shall provide to the RECO a signed statement explaining how all HVAC systems serving the leased space shall achieve the desired ventilation of the space during the flush-out period. G. Prior to the submission by the Lessor of the completed Design Intent Drawings, the Lessor shall submit to the RECO a written commissioning plan that includes: 1. A schedule of systems commissioning dates (revised as needed during all construction phases of the project, subject to the review and approval of the RECO in accordance with the “Changes” clause; and 2. A description of how commissioning requirements shall be met and confirmed. |
| 6.7.1 | **Service, Utilities, and Maintenance of Premises** | 01/17 | Insert in all space leases to comply with basic protection of ensuring that the lease space is in safe and habitable condition. Edit as necessary to meet FAA requirements. | The Lessor shall maintain the leased premises, including outside areas in a clean condition. The Lessor shall provide the labor, materials, equipment and supervision necessary to ensure good repair and tenable condition. Services, utilities, and maintenance will be provided daily, extending from <Insert Time> a.m. to <Insert Time> p.m. except Saturday, Sunday, and federal holidays. Services supplied to technical equipment will be supplied twenty-four (24) hours a day, and seven (7) days a week. The Government will 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. The Lessor shall provide the following, in addition to such services as are set forth elsewhere in this Lease: A. Electricity B. Water (hot and cold) and sewer  C. Chilled drinking water D. Restroom cleaning and supplies, daily E. Window washing twice yearly F. Initial and replacement lamps, tubes and ballasts G. Exterior and interior door locks and hardware – designed to accept 7-pin removable cores manufactured by “Best Lock,” supplied by the Government. |
| 6.7.1 Alternate I | **Services and Utilities** | 01/17 | Insert in all space leases for technical equipment. | Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment. A. ELECTRICITY B. SNOW REMOVAL C. GROUND MAINTENANCE D. OTHER SERVICES |
| 6.7.1 Alternate II | **Utilities Not Provided by the Lessor** | 01/17 | This clause is applicable to leases where the Government is providing utilities. | If the cost of utilities is not included as part of the rental consideration, the Lessor must specify which utilities are excluded. The Lessor will provide separate meters for utilities to be paid for by the Government. Proration is not permissible. Prior to occupancy by the Government, the Lessor will furnish the RECO written verification of the meter numbers and certification that these meters will measure FAA usage only. The Lessor will notify the RECO of any changes in meter numbers or meter configuration during FAA occupancy. An automatic control system will be provided to ensure compliance with heating and air conditioning provisions included in this lease. |
| 6.7.2 | **Janitorial Services** | 01/17 | Mandatory unless FAA contracts separately for janitorial services. | The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies. A. Selection of Cleaning Products and Equipment - The Lessor shall select, to the maximum extent practicable janitorial cleaning products and equipment that promote environmental stewardship. At a minimum, the Lessor shall: 1. Use products that are packaged ecologically; 2. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable, and;  3. Minimize the use of harsh chemicals and the release of irritating fumes. B. Selection of Paper Products - The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to the Environmental Protection Agency's (EPA) Comprehensive Procurement Guidance (CPG).  C. Schedule of Cleaning - Cleaning shall be performed after the hours defined in this Lease, unless cleaning during official duty hours is specified as a special requirement. The Lessor shall provide the schedule for the required cleaning services and their frequencies. A schedule is set forth below: 1. Daily: a. Sweep floors using chemically treated absorbent or dusting tools (such as DEX or equal).  b. Vacuum all carpeted areas, as needed.  c. Empty waste baskets and containers; dispose of waste paper, trash, and other extraneous materials. d. Clean restrooms: i. Clean restroom fixtures and chrome fittings. ii. Clean and refill all dispensers (including deodorant material) iii. Wet mop restroom floors. iv. Sanitize sinks, toilets, toilet seats, and urinals. v. Spot wash walls, partitions, and doors. e. Furnish and maintain constant supply of deodorant material and paper products. f. Wash all drinking fountains. g. Refill hand sanitizer dispensers in common areas, where applicable. 2. Weekly: a. Dust counters, file cabinets, and telephones, and surfaces of all office furniture, fixtures, and window sills (except desk tops). b. Damp mop all non-carpeted floors. c. Vacuum all carpeted areas.  3. Monthly: a. Wash waste baskets. b. Wax and buff all non-carpeted floors. c. Clean or wash walls as needed to present a neat appearance. d. Dust all ledges and flat surfaces within reach. e. Dust and clean all light fixtures. f. Dust and clean all window blinds. g. Wash restroom walls, partitions, and doors. 4. Annually a. Strip old wax from all floor space and rewax.  b. Shampoo all carpeted floors. <If new space, insert "Within 60 days after occupancy by the Government,"> The Lessor shall provide the RECO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly. |
| 6.7.3 | **HVAC** | 07/16 | Insert in all leases. RECO's should consult a service area engineer for changes to clause. | All heating, ventilation and air-conditioning systems that service the leased space must maintain a temperature range of 68-72 degrees Fahrenheit year-round or as dictated in the most recent version of ASHRAE Standard 62, "Ventilation for Acceptable Indoor Air Quality" and ASHRAE Standard 55, "Thermal Environmental Conditions for Human Occupancy". These temperatures must be maintained during hours of operation throughout the leased premises and service areas regardless of outside temperatures.  In order to ensure that there is no degradation of air quality or air flow in the leased premises during the term of the lease, the Lessor agrees to perform preventative maintenance as needed on all HVAC units (check for defects, lubricate, make adjustments, change the filters, cleaned and make other necessary service requirements) to ensure compliance. Lessor also agrees to service the VAV boxes annually (on or before each lease anniversary date). Such service will include checking the temperature ranges, checking all speeds on each fan, cleaning the fans and other components, replacing defective parts and completing other necessary repairs and maintenance. |
| 6.7.4 | **Maintenance of Grounds, Walkways and Parking Areas** | 01/17 | Insert in all space leases to ensure all grounds, walkways, and parking areas are maintained in good condition, including, but not limited snow removal. | The Lessor shall maintain in good condition landscape plants, lawns, walkways and parking areas. The Lessor shall also remove snow, ice and any other obstructions from the entrances, walkways and parking areas around the premises, prior to and during the normal business hours set forth in the “Service, Utilities, and Maintenance of Premises” clause. |
| 6.7.5 | **Landscaping** | 01/17 | 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. | A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions. B. Landscape management practices shall prevent or minimize pollution by: 1. Employing practices which avoid or minimize the need for fertilizers and pesticides; 2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and 3. Composting/recycling all yard waste. C. The Lessor shall use landscaping products with recycled content required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. |
| 6.7.6 | **Pest Control** | 01/17 | Insert in all leases. | Pesticide application to exterminate and control pests within the leased premises can be performed per periodic schedule for preventative maintenance and according to need with 24-hour notification to the facility manager. Prior to any addition/change in type of pesticides or other chemical pest control, Lessor must provide 48-hour written notice with applicable Safety Data Sheet(s) (SDS) to be provided to the facility manager for information and acceptance with copy to the RECO. Herbicides/pesticides are not to be applied near the outside air intakes of the building when the system is in operation, nor within the leased premises during normal working hours or when the system is in operation. |
| 6.7.7 | **Utility Lines and Consumption** | 01/17 | Insert in all ATCT MOAs | The Airport agrees to maintain the necessary water and sanitary sewer, steam and high temperature lines to the ATCT facility and to install necessary meters to the Government’s lines without cost to the Government. The Government shall pay for all of its utility consumption at no more than prevailing rates charged the general public for such similar utility services. |
| 6.8.1 | **Hazardous Substance Contamination** | 7/17 | Insert in all no cost land on airport MOAs. Any changes should be approved by service area environmental contact, as well as legal. | The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA’s facilities covered by this Agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the FAA harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities listed on the attached "List of Facilities”. |
| 6.8.1 Alternate I | **Hazardous Substance (Permit)** | 4/12 | Insert in all Outgrant Permits (Fed) - Any changes should be approved by service area environmental contact, as well as legal. | The Permittee shall not store, release, or dispose of any hazardous substance on the FAA’s property that is subject to this Permit. Hazardous substances are those substances designated by the Environmental Protection Agency which may present substantial danger to human health and the environment. If any hazardous substance contamination is found after the FAA’s inspection or investigation of the subject site by the FAA or other duly authorized Federal agency, and the contamination is determined to be a direct result of the Permittee's actions, the Permittee agrees to pay for any and all cost(s) incurred to identify, evaluate, and remediate the contamination. Any costs associated with this clause are subject to the availability of appropriated funds. |
| 6.8.1 Alternate II | **Hazardous Substance Contamination** | 7/17 | Insert in all on airport leases. Any changes should be approved by service area environmental contact, as well as legal. | The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the FAA’s <insert type of facility> covered by this Lease. The Lessor agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises that are not directly attributable to the installation, operation and/or maintenance of the <insert the facility type> facility. |
| 6.8.1 Alternate III | **Hazardous Substance (License)** | 4/12 | Insert in all Outgrant Licenses (Non-Fed) - Any changes should be approved by service area environmental contact, as well as legal. | The Licensee shall not store, release, or dispose of any hazardous substance on the FAA’s property that is subject to this License. Hazardous substances are those substances designated by the Environmental Protection Agency which may present substantial danger to human health and the environment. If any hazardous substance contamination is found after the inspection or investigation of the subject site by FAA or by any other duly authorized Federal agency, and the contamination is determined by FAA to be a direct result of the Licensee's actions, the Licensee agrees to pay for any and all cost(s) incurred to identify, evaluate and remediate the contamination. |
| 6.8.1 Alternate IV | **Rights of the Government and Grantor** | 07/12 | Insert in all Perpetual Easements | Hazardous Substance Contamination: The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the Easement Area that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the Government’s facilities covered by this Easement, if any. The Grantor agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the Easement Area. |
| 6.8.2 | **Environmental Liability (License)** | 04/12 | Insert in all Outgrant Licenses (Non-Fed) - Any changes should be approved by service area environmental contact, as well as legal. | In the exercise of any privileges granted by this License, Licensee is required to comply with environmental laws and regulations, and exercise due diligence to prevent any negative effects on the environment (i.e., wetlands, soil, air, water, or groundwater). The Licensee shall comply with any use restrictions and use only the area designated in this License. If any contamination or damage to property is found after the FAA's inspection/investigation, or the inspection/investigation by any other duly authorized Federal agency, and is a direct result of the Licensee's actions, as determined by the FAA, the Licensee agrees to pay for any and all cost(s) incurred to evaluate, clean up, and restore the damaged property. |
| 6.8.2 Alternate I | **Environmental Liability (Permit)** | 04/12 | Insert in all Outgrant Permits (Fed) - Any changes should be approved by service area environmental contact, as well as legal. | The Permittee shall comply with all applicable environmental laws and regulations and exercise due diligence to prevent any negative effects on the environment (i.e., wetlands, soil, air, water, or groundwater). The Permittee shall comply with any use restrictions and use only the area designated in this permit. If any contamination or damage to property is found after the FAA's inspection/investigation and is a direct result of the Permittee's use of the property, as determined by FAA, the Permittee agrees to pay for any and all cost(s) incurred in the evaluation, clean-up, and restoration of the damaged property. Any costs associated with this clause are subject to the availability of funds. |
| 6.8.3 | **Fire and Life Safety Requirements** | 01/17 | Insert in all space leases. Any changes should be approved by service area environmental contact. | The facility, its systems and appurtenances must be in compliance with the following fire and life safety (FLS) requirements: A. Construction features of the building must comply with state and local building codes in effect at the time of construction or most recent modification.  B. Maintenance and operations of the building must comply with the current edition of state and local fire safety and fire prevention codes. C. Construction features, maintenance and operations of the building must meet or exceed the minimum level of fire and life safety specified by OSHA 29 CFR 1910.   Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the Government, the specific deviation(s) from these standards and what alternative methods have been employed by the Lessor and accepted by the local jurisdiction (where applicable), as an alternative method of compliance. Furthermore, where alternative methods of compliance are used in lieu of literal compliance with the FLS requirements listed herein, the approach shall be signed by a Fire Protection Engineer, licensed in the subject property’s state, and a copy shall be provided to the RECO.  As provided in this section, all codes, standards, orders and directives refer to the current edition in place at the signing of this lease in regards to building construction features. If construction or modifications to the leased premises are undertaken at any time during the term of this lease, fire protection and life safety systems must be brought into compliance where required by applicable codes and standards according to the then-current edition of local codes and standards. The party initiating the construction or modifications is responsible for funding the upgrade of fire and life safety systems when required by applicable codes and standards. The construction or modification to the leased facility must never decrease the level of fire and life safety provided.  Regardless of local code requirements, when the leased space (including garage areas under lease by the Government) is on the 6th floor and above, or below grade, automatic sprinklers are required. Furthermore, leased buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012, shall be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13. When the leased space is located in multi-tenant buildings, the Lessor shall be fully responsible for the following: A. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan. B. Publishing and making copies of the EAP and Fire Prevention Plan available to all FAA leased space occupants. C. Conducting fire or other emergency evacuation drills, at least annually. D. Conducting review and modification of the EAP and Fire Prevention Plan at least annually. E. Inviting the FAA representation in the development, review and modification of the EAP and Fire Prevention Plan. If Lessor requires assistance from the FAA facility manager, there may be consultation on an ass needed basis to accomplish the above activities. |
| 6.8.4 | **Fall Protection** | 01/17 | Insert in all space leases with elevated work surfaces. Any changes should be approved by service area environmental contact. | The Lessor shall ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Program, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein. |
| 6.8.6 | **Environmental and Occupational Safety Health (EOSH) Requirements** | 01/17 | Insert in all space leases. Any changes should be approved by service area environmental contact. | The Lessor shall provide space, services, equipment, and conditions that comply with the following EOSH standards:  A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)B. 29 CFR 1926, Safety and Health Standards (Construction) C. FAA Order 3900.19, FAA Occupational and Health Program D. FAA Standard HF-STD-001, Human Factors Design Standard E. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace F. Local and state EOSH regulations G. Local and state fire codes and building codes. Compliance with local and state codes generally provides a level of safety that meets or exceeds national consensus standards. H. Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the leased premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Lessor will coordinate with the FAA before and during the work so that the proper requirements are met.  Any equipment designed, installed, or used that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4. |
| 6.8.7 | **Recycling** | 01/16 | Insert in all space leases. Any changes should be approved by service area environmental contact. | Where state or local law, code, or ordinance requires recycling programs (including those for mercury containing lamps) for the space to be provided, the Lessor shall comply with such state and/or local law, code, or ordinance. In all other cases, the Lessor shall establish a recycling program for paper, corrugated cardboard, glass, plastics, and metals to the extent practicable and where local markets for those recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space after lease execution. |
| 6.8.8 | **Indoor Air Quality** | 07/17 | Insert in all space leases to meet indoor air quality requirements for the Government. Any changes should be approved by service area environmental contact. | The Lessor must control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (CH2O), are not exceeded. The indicator levels for office area are as follows: CO less than 5 parts per million (PPM); CO2 - 700 PPM; CH2O - 0.027 PPM. All indoor air contaminant levels in leased space must be kept below appropriate OSHA regulations or OSHA required consensus standards. Air quality and facility cleaning will be required and adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water must be controlled to prevent the growth of these. During working hours, ventilation must be provided in accordance with the latest edition of ANSI/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 62, Ventilation for Acceptable Indoor Air Quality and ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and must implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining heating, ventilation and air conditioning (HVAC) systems, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.  The Lessor must provide SDS to the FAA facility manager and RECO for all chemicals cleaning solutions at least 24 hours prior to their use in the FAA spaces or other buildings that might affect air quality in the FAA space(s). Materials should contain low or no Volatile Organic Compounds (VOC) and additional ventilation may be required when using chemicals and cleaning solutions. |
| 6.8.9 | **Mold Growth Identification and Control** | 07/16 | Insert in all space leases. Any changes should be approved by service area environmental contact. | The Lessor must control mold growth and their sources including excessive levels of moisture and humidity. Adequate air quality and facility cleaning is required to prevent the growth of mold, mildew, and bacteria. Any visual evidence requires immediate sampling and remediation by the Lessor.  Following a water-intrusion event, the Lessor must identify the water source and immediately implement water-extraction and -drying efforts. Once the water source is identified, the Lessor must take action to prevent additional water damage and ensure that permanent fixes are in place prior to build-back and restoring building materials. Within 24-48 hours of water damage from clean water sources (e.g., water supply lines, rainwater, and snowmelt from rooftops), all building materials must be dried to a moisture level to prevent mold growth.  All porous materials contaminated with sewage or other Category 2 (e.g., washing machine overflows, toilet overflows, and non-feces waters) or 3 (sewage backups and overflows from beyond toilet traps, feces, floodwaters, and groundwater intrusion) water sources must be discarded. All non-porous material must be cleaned and disinfected.  Mold remediation and cleaning must be conducted using recognized industry methods and practices (e.g. Institute of Inspection, Cleaning and Restoration Certification (IICRC) S500 Standard and Reference Guide for Professional Water Damage Restoration, IICRC-S520 Standard and Reference Guide for Professional Mold Remediation, 2008, and National Air Duct Cleaners Association (NADCA): Assessment, Cleaning and Restoration of HVAC Systems, ACR 2006). State requirements concerning mold remediation contractors training and licensing must be followed.  The Lessor must coordinate with the FAA facility manager and RECO regarding all mold remediation operations. The FAA must be afforded the opportunity to provide input in the mold remediation process. Biocides must be used cautiously and in accordance with EPA requirements. A Certified Industrial Hygienist (CIH) must pre-approve the use of EPA-approved biocides in air conveyance systems. |
| 6.8.10 | **Drinking Water** | 07/16 | Insert in all space leases. Any changes should be approved by service area environmental contact. | The Lessor shall ensure that drinking water provided in the leased space meets the standards prescribed in the Safe Drinking Water Act, 42 U.S.C. 300. The Lessor shall test the sources of drinking water in the leased space (faucets, drinking water fountains, ice machines, etc.) on a periodic basis, but no less than every three (3) years, to ensure water quality (e.g., lead, copper, total coliforms). If the Lessor performs plumbing and/or renovation work in the leased space that impacts the drinking water (i.e., replacement of water lines), the Lessor shall test the drinking water in the area affected by the plumbing and/or renovation work. The Lessor must implement corrective actions if the drinking water test results exceed the Safe Drinking Water Act criteria. The Lessor shall provide a copy of any test report to the RECO and facility manager. |
| 6.8.11 | **Halon** | 04/12 | Insert in all space leases. Any changes should be approved by service area environmental contact. | Halon must not be used as a fire extinguishing system in any FAA leased space. |
| 6.8.12 | **Radon** | 01/17 | Insert in all space leases. Any changes should be approved by service area environmental contact. | Lessor must provide the FAA with a Radon Evaluation Report for the leased facility when requested. Radon air levels in leased premises to the FAA must not exceed the level of 4.0 picocuries per liter (pCi/L). If radon levels are found to be at or above 4.0 pCi/L, the Lessor will develop and promptly implement a plan of corrective action, including testing, to ensure radon air levels are maintained below 4.0 pCi/L at all times. Testing shall be done in accordance with EPA State Radon Contract requirements. |
| 6.8.13 | **Asbestos** | 01/17 | Insert in all space leases. Any changes should be approved by service area environmental contact. | The Lessor must ensure that FAA personnel are protected from asbestos hazards, in accordance with: A. 29 CFR 1910.1001, Asbestos (General Industry) B. 29 CFR 1926.1101, Asbestos (Construction) C. 40 CFR 763, Subpart E, Asbestos Containing Materials in Schools, Asbestos Hazard Emergency Response Act (AHERA) D. 40 CFR 61, Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP)  E. State and local asbestos regulations Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, which space is not limited to that set forth in this Lease, but which also shall include spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of this Lease, including all extensions thereof, comply with asbestos regulatory requirements. The RECO must notify the Lessor in writing of any failure to comply with asbestos requirements, within five (5) days after the discovery thereof. All construction by the Lessor is required to comply with the OSHA, EPA, and state/local regulations for asbestos.  The leased premises and common areas frequented by FAA employees (such as restrooms, corridors, and lobbies) must be free of all asbestos-containing materials (ACMs) during the time of this lease. If ACMs are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the Government, to take whatever corrective action is required by OSHA, EPA, state and local requirements. All facilities are required to have a current and thorough asbestos building survey or an asbestos free certification (in accordance with federal, state and local regulations) conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO. If there is ACM remediation performed, the Lessor must provide the RECO and the FAA facility manager with an asbestos re-inspection report which indicates the location and condition of all ACM in the FAA leased areas and common areas of the facility. The Lessor must ensure that asbestos warning labels and signs are posted in accordance with OSHA regulations.  Prior to the start of any construction, renovation or maintenance activities at the facility that will impact building materials, the Lessor must ensure that a determination has been made as to whether ACM will be impacted as part of the work. If ACM will be impacted, the Lessor must ensure that corrective actions are taken to prevent FAA employees from exposure to asbestos fibers. If the Lessor supplies the janitorial or maintenance contracts, those employees must be informed of the presence and location of asbestos at the facility. "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this Lease  "Corrective Action", as used in this clause, means the removal, encapsulation or enclosure of ACM. All corrective actions must be conducted by qualified, licensed asbestos abatement contractors in accordance with OSHA, EPA, state, local and FAA requirements. Following such abatement actions, the Lessor shall adhere to regulatory required post-asbestos abatement air monitoring program requirements. |
| 6.8.14 | **Warranty of Space** | 01/16 | Insert in all space leases. | The Lessor warrants that all space leased to the Government under this contract must comply with federal, state, and local regulations. The space lease is not limited to that set forth in this Lease, but which also shall include spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways). |
| 6.8.15 | **Electrical Safety** | 01/16 | Insert in all space leases. Any changes should be approved by service area environmental contact. | The Lessor shall ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with: A. 29 CFR 1910, Subpart S, Electrical B. FAA Standard HF-STD-001, Human Factors Design Standard, Chapter 12.4, Electrical Hazards C. DOT Specification FAA-G-2100H, Electronic Equipment, General Requirements D. National Fire Protection Association (NFPA) 70, National Electrical Code E. NFPA 70E, Electrical Safety in the Workplace F. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, Recommended Practice for Powering and Grounding Electrical Equipment G. DOT Standard FAA-STD-019E, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment The Lessor must ensure that electrical equipment and infrastructure meets minimum clear working space requirements in accordance with 29 CFR 1910.303 and NFPA 70 Article 110.26, and is properly maintained and documented in accordance with NFPA 70E. Any change in the electrical equipment would require a review of the current arc flash warning labels to determine if the arc flash warning labels posted meet the current safety requirements. All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, Markings, Signs, Tags and Symbols and requirements ANSI Standard Z53, Series of Standards for Safety Signs and Tags. |
| Section 6.9: Security |
| 6.9.1 | **Facility Security** | 07/17 | Insert in all leases. Any changes should be approved by service area security contact. | Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this Lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this Lease. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this Lease agreement: <INSERT INSTRUCTIONS: List security requirements received from the Servicing Security Element (SSE) here. If you did not receive a list of security requirements from the SSE, then insert 'None' here>  The local Servicing Security Element (SSE) will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this Lease. |
| 6.9.1 Alternate II | **Security of the Premises** | 01/17 | Insert in all Outgrants Licenses (Non-Fed) and Permits (Fed) | The <Permittee or Licensee> shall, at all times, provide adequate security as determined by the FAA, and shall exercise due diligence in the protection of the demised premises against damage or destruction. |
| 6.9.2 | **Foreign Nationals as Contractor Employees** | 10/14 | Insert in all manned space leases. Must be used in FAA Screening Information Requests and contract actions where the contracting and operating offices and/or the Servicing Security Element (SSE) determines that it is necessary to restrict access or work on a contract to individuals identified as United States citizens or as otherwise noted in the clause. | A. Definition. "Foreign National" is any citizen or national of a country other than the United States who has not immigrated to the United States and is not a Legal Permanent Resident (LPR) of the United States. B. Each contractor or subcontractor employee under this contract, having access to FAA facilities, sensitive information, or resources must be a citizen of the United States, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status. C. Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8: 1. Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9; 2. A risk or sensitivity level designation can be made for the position; and 3. The appropriate security-related background investigation/inquiry can be adequately conducted. D. Foreign nationals proposed under this contract must meet the following additional conditions: 1. Provide a current passport and place of birth in order to successfully pass a Security background check in accordance with the FAA Order 1600.74, Visitor Policy, and 2. Successfully pass an export control review as outlined in FAA Order 1240.13 FAA Export Control Compliance. E. Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position. |
| 6.9.3 | **Lessor Personnel Suitability Requirements** | 01/17 | Insert in all leases where the Lessor’s employees, agents, subcontractors, or consultants are required to have unescorted access in accordance with FAA Order 1600.72 and 1600.73. | A. This clause applies to the extent that this Lease requires Lessor’s employees, agents, subcontractors, or consultants to have unescorted access to FAA: 1. Facilities; 2. Sensitive information; and/or; 3. Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Lessor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertain. Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, Appendix A. B. Consistent with FAA Order 1600.72A, the SSE has approved designated risk levels for the positions under the lease. Those designated risk levels are: <INSERT INSTRUCTION: Insert designated risk areas based on 1600-77(s) approved by the SSE and REMOVE THIS INSTRUCTION, prior to issuing lease>  C. If a National Agency Check with Inquiries (NACI) or other investigation is required for a given position, the Lessor will submit to the RECO a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to five (5) POCs. Once designated, a VAP administrator will provide each POC a Web ID and password. The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation, which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, an OPM Position Designation or FAA Form 1600-77 for each specific position will be established, as the investigative requirements may differ from the NACI. The following information must be entered into VAP by the POC for each applicant requiring an investigation: 1. Name; 2. Date and place of birth (city and state); 3. Social Security Number (SSN); 4. Position and office location; 5. Lease or Contract number; 6. Current e-mail address and telephone number (personal or work); and 7. Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (position), and approximate date the previous background investigation was completed). If a prior investigation exists and there has not been a two (2) year break in service by the applicant, the SSE will notify the Lessor that no investigation is required and that final suitability is approved. If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to the VAP POC): 1. Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system 2. Instructing the applicant how to enter and complete the eQIP form; 3. Providing where to send/fax signature and release pages and other applicable forms; and  4. Providing instructions regarding fingerprinting. The applicant must complete the eQIP form and submit other required material, within fifteen (15) days of receiving the e-mail from the SSE. For items to be submitted outside eQIP, the Lessor must submit the required information, with a transmittal letter referencing the lease number to: Headquarters Contracts: Manager, Personnel Security Division, AIN-400 800 Independence Avenue, S.W., Room 315 Washington, D.C. 20591  Regional and Center Contracts: <INSTRUCTION: Insert appropriate Regional or Center information here or enter "none" if not applicable and REMOVE THIS INSTRUCTION, prior to issuing lease>  D. The Lessor must submit the information required by paragraph C of this clause, for any new employee not listed in the Lessor’s initial submission, who will have unescorted access to the leased premises. E. The RECO will provide notice to the Lessor when any Lessor's employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Lessor must take appropriate action, including the removal of such employee from working within the leased premises, at their own expense. Once action has been taken, the Lessor will report the action to the RECO and SSE. F. No Lessor's employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the Lessor's employee to begin work. G. The Lessor must notify the RECO within one (1) business day after any employee identified pursuant to paragraph C of this clause, is terminated from performance within the leased premises. This notification must be done utilizing the Removal Entry screen of VAP. If FAA issued the terminated employee an identification card, the Lessor must collect the card and submit it to the SSE. H. The Lessor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible. I. The RECO may also, after coordination with the SSE and other security specialists, require Lessor's employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary, to protect the interests of the FAA. In this event, the Lessor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph C of this clause. J. The Lessor and/or subcontractor(s) must contact the SSE within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of Government property, or the Lessor becomes aware of any information that may raise a question about the suitability of a Lessor's employee. K. Failure to submit information required by this clause, within the time required, may be determined by the RECO as a material breach of the lease. L. If subsequent to the effective date of this lease, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this lease, the lease will be subject to an equitable adjustment. M. The Lessor agrees to insert terms that conform substantially to the language of this clause, including paragraph K. but excluding any reference to the "Changes" clause of this lease, in all subcontracts under this lease that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply. N. Lessor's employees who have not undergone a background investigation must be escorted at all times. In some instances, a Lessor's employee may be required to serve as an escort. To serve as an escort, a Lessor's employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA. |
| 6.9.4 | **Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals** | 01/17 | Insert in all leases where the Lessor’s employees, agents, subcontractors, or consultants are required to have access to FAA systems or facilities. Any changes should be approved by service area security contact. | A. It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to Lessor's employees. Prior to or upon completion or termination of the work required hereunder, the Lessor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the RECO. When Lessor's employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030. B. In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the Lessor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold <Insert Appropriate Amount> for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within thirty (30) calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the Lessor. C. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations. D. The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the Lessor in connection with the lease at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section B apply. E. Keys must be obtained from the facility manager who will require the Lessor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the RECO, facility manager and the SSE. Electronic keying cards are handled in the same manner as metal keys. F. Each employee, during all times of on-site performance at the <Insert Location> must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV. 1. Prior to any Lessor's employee obtaining a PIV Card or vehicle decals, the Lessor is required to enter data for each employee into the VAP. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the Lessor's applicant into the eQIP system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the employee requires a PIV card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.  2. To obtain the PIV card, Lessor's employee must submit an identification Card/Credential Application (DOT 1681) signed by the employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the RECO. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the Lessor/company, the lease number or the appropriate acquisition identification number, the expiration date of the lease or the task (whichever is sooner), and the required signatures. The Lessor will be notified when the DOT 1681 has been approved and is ready for processing. Arrangements for processing the identification cards, including photographs and lamination can be made by contacting the RECO or the facility manager.  3. The Lessor must contact the SSE to obtain the procedures that the Lessor’s employees must utilize to obtain their PIV Card. G. The Lessor is responsible for ensuring final out-processing is accomplished for all departing employees. Final out-processing must be accomplished by close of business on the employee's final workday or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE. |
| 6.10.1 | **Notices** | 07/17 | Insert in all leases | All notices/correspondence shall be in writing, reference the <Lease> number, and be addressed as follows:   TO THE LESSOR:   <Insert Lessor's Name> <Insert POC Name, if applicable>  <Insert correspondence address>  <Insert City, State, Zip code>    TO THE GOVERNMENT:  Federal Aviation Administration   Real Estate & Utilities Group, <routing symbol> <Attn: Insert RECO Name>  <insert address>  <Insert City, State, Zip code> |
| 6.10.1 Alternate I | **Notices of Easements** | 07/17 | Insert in all Easements | All notices/correspondence shall be in writing, reference the Easement number, and shall be deemed to be given when delivered personally or when deposited in the United States mail, certified or registered, postage prepaid, and addressed as follows:  TO GRANTOR: <insert name> <insert address> <Insert City, State, Zip code>   TO GOVERNMENT:  Federal Aviation Administration  <Insert Servicee Area Name>   Real Estate & Utilities Group, <Insert appropriate routing code> <Insert FAA RECO Name/POC> <Insert appropriate FAA Address>  <Insert City, State, Zip code> |
| 6.10.1 Alternate II | **Notices for License** | 7/17 | Insert in all Outgrant Licenses (Non-Fed) | Notices may be sent to the following addresses:  (a) Federal Aviation Administration  <Insert Servicee Area Name>  <Insert appropriate Real Estate & Utilities Group, Routing Code ALO> <Insert appropriate FAA Address>  <Insert City, State, Zip code>   (b)<insert Licensee's full name> <Attn: Insert POC Name if applicable> <Insert Licensee's address> <City, State, Zip Code of Licensee's Address> <Insert Licensee's point of contact phone number> <Insert Licensee POC's email address> |
| 6.10.1 Alternate III | **Notices for Permit** | 7/17 | Insert in all Outgrant Permits (Fed) | All notices sent to the parties under this Permit shall be addressed as follows:   To <insert other agency's acronym>:   <insert complete name of other agency>  <Insert Department, if any>   Attn: <insert Name of point of contact>  <Insert Street Address>  <Insert City State, Zip code>  To FAA: Federal Aviation Administration  <Insert Servicee Area Name>  <Insert appropriate Real Estate Branch or Section, Routing Code> <Insert appropriate FAA Address>  <Insert City, State, Zip code> |
| 6.10.3 | **Signature Block** | 7/17 | Insert in all leases and agreements | This Lease shall become effective when it is fully executed by all parties. In witness whereof, the parties hereto have signed their names.   <LESSOR’S LEGAL NAME>    By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   <Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_>   Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Title: < Real Estate Contracting Officer >   Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 6.10.3 Alternate I | **License Signature Block** | 07/17 | Insert in all Outgrant Licenses (Non-Fed) | This License constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged or extended except by a written instrument duly executed on behalf of the parties.    In witness whereof, the parties hereto have subscribed their names as of the date first above written.   <insert Licensee's Legal name>  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   <Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_>   Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_     UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION   By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Title:<\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_>   Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 6.10.3 Alternate II | **Permit Signature Block** | 07/17 | Insert in all Outgrant Permits (Fed) | This Permit constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged or extended except by a written instrument duly executed on behalf of the parties.   In witness whereof, the parties hereto have subscribed their names as of the date first above written.     <Insert Complete name of Other Federal Agency>     By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Title: < Real Estate Contracting Officer >   Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 6.10.3 Alternate III | **Easement Signature Block** | 7/17 | Insert in all Easements | In witness whereof, Grantor and the Government have executed this Easement as of the dates set forth below.  GRANTOR  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   <Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_>   Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Title: < Real Estate Contracting Officer >   Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 6.10.3 Alternate IV | **MOA Signature Block** | 7/17 | Insert in all MOA's | The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.   <insert Airport's official name>  UNITED STATES OF AMERICA  DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |