

SMALL SPACE LEASE

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

THE CITY OF HAYWARD, a Municipal Corporation

**Lease No. 697DCM-18-L-[insert 5-digit number generated by PRISM]
HWD ATCT Hayward, CA**

SECTION 1 - OPENING

6.1.1 Preamble (JAN 2017)

This Lease is hereby entered into by and between THE CITY OF HAYWARD, a Municipal Corporation, 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.

6.1.2 Superseding Lease (JAN 2015)

This Lease supersedes Lease number DTFANM-08-L-00187 and all other previous agreements between the parties for the leased property described in this document.

6.1.3 Witnesseth (JAN 2015)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

6.1.4 Description (JAN 2017)

The Lessor hereby leases to the Government the following described premises;

A total of 3,051 square feet of occupiable space on multiple floors of the Air Traffic Control Tower (ATCT) which is a part of the HAYWARD EXECUTIVE AIRPORT. The Space is comprised of approximately 615 square feet in the Air Traffic Control Tower Cab, approximately 96 square feet of Junction Space, approximately 597 square feet of space in the 5th Floor Equipment Room, approximately 442 square feet of both 4th and 3rd Floor Office Space and 859 square feet of 2nd Floor Office Space. The ATCT is located at 20301 Skywest Drive Hayward, CA 94541.

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.

SECTION 2 - TERMS

6.2.5 Term (AUG 2002)

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.

6.2.6 Consideration (JUL 2017)

The Government shall pay the Lessor rent for the premises in the amount of \$ <Insert Dollar Amount> per annum, payable as follows: \$80,759.97 payable to City of Hayward (C/O Hayward Executive Airport, 20301 Skywest Drive, Hayward, CA 94541 at a monthly rate of \$6,729.99. Payment shall be made 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.

	Rent per SF	Rent per Annum
Base Rent	\$ _____	\$ _____
Operating Costs	\$ _____	\$ _____
Tenant Improvements	\$ _____	\$ _____
Total	\$26.47 _____	\$80,759.97 _____

6.2.7 Cancellation (JUL 2017)

The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor 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 number of days; 30, 60, or 90] days before the effective termination date.

6.2.13 Rent Commencement (OCT 2014)

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.

6.2.14 Holdover (JUL 2017)

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.

6.2.16 Lessor's Successors (JUL 2017)

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

SECTION 3 - GENERAL CLAUSES

3.2.5-1-RE Officials Not to Benefit (OCT 1996)

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 lease to the extent that this lease is made with a corporation for the corporation's general benefit.

3.3.1-15-RE Assignment of Claims (OCT 1996)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign his rights to be paid under this lease.

6.3.7 Accessibility (JAN 2017)

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.

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 standing persons unit. 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

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 Government agrees to abide by Lessor's established procedures related to lease modifications, which include the approval of all amendments by the Hayward City Council. Failure to agree to any adjustment shall be a dispute under the Contract Disputes clause.

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

6.3.10 Maintenance of Premises

Excluding janitorial services provided by the Government, the Lessor will otherwise 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.

6.3.16 Failure In Performance

In the event the Lessor fails to perform any maintenance-related service 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 (OCT 1996)

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 (JUL 2017)

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.

6.3.26 Damage By Fire or Other Casualty (OCT 1996)

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

6.3.27 Delivery and Condition (JAN 2017)

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.

6.3.29 Alterations (JAN 2017)

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 (OCT 1996)

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 (OCT 1996)

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 (OCT 1996)

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 (AUG 2002)

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.

6.3.34 Anti-Kickback - Real Property by Reference (JAN 2017)

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 (AUG 2002)

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 (JAN 2017)

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.

6.3.38 Sublease

The Government reserves the right to sublease the space covered under this Lease to another agency or private party, subject to Lessor consent. 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. Furthermore, the sublessee term will not extend beyond the term of this lease.

6.3.39 Integrated Agreement (OCT 1996)

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 (JAN 2017)

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 (OCT 1996)

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 (JAN 2017)

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 (OCT 1996)

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 (OCT 1996)

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 (JAN 2017)

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.

6.3.54 Excusable Delays (JUL 2014)

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.

SECTION 4 - FINANCIAL CLAUSES

6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)

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.

6.4.2 Payment by Electronic Funds Transfer (JAN 2017)

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.

6.5.17 Construction Coordination (AUG 2002)

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.

6.5.20 Labor Standards (JUN 2009)

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

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. The Government will coordinate with the Lessor when installing telephones, wires, or other appurtenances.

6.5.22 Installation of Antennas, Cables & Other Appurtenances (JAN 2017)

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 (JAN 2017)

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 1/8" 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 (JAN 2017)

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 lines
- C. 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 (JAN 2017)

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 number 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 (JAN 2017)

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.

SECTION 6 - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS CLAUSES

6.6.1 Doors (APR 2018)

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. Locks, locking arrangements and latches shall be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.

6.6.2 Lighting (APR 2018)

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. Additionally, normal and emergency egress lighting must comply with the requirements of local building and fire codes as well as the Life Safety Code NFPA 101.

6.6.3 Adhesives and Sealants (JUL 2016)

The Lessor shall use adhesives and sealants that contain no formaldehyde, asbestos or heavy metals.

6.6.4 Ceilings (JAN 2017)

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 (APR 2012)

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 (JUL 2017)

[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 number 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 the paint contains 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 (OCT 1996)

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 (OCT 1996)

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 (APR 2012)

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 number 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 (OCT 2014)

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.

6.6.12 Seismic Safety for Equipment (JAN 2017)

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.

6.6.14 Construction Waste Management (JAN 2017)

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.

SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES

6.7.1 Service, Utilities, and Maintenance of Premises

Excluding janitorial services to be provided by the Government, the Lessor shall maintain the leased premises, including but not limited to, the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable 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, supplied by the Government.

6.7.2 Janitorial Services

The Government 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 Government must use environmentally preferable janitorial cleaning products, such as those that meet or are equivalent to Green Seal Standard GS-37 and/or the EPA Safer Choice label.

1. The Government shall provide to Lessor the FAA Safety Data Sheets (SDS) for all chemicals used for cleaning purposes prior to their use at the facility.

B. Selection of Paper Products - The Government 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 Government 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 windowsills (except desktops).
- b. Damp mop all non-carpeted floors.
- c. Vacuum all carpeted areas.

3. Monthly:

- a. Wash waste baskets.
- b. Wax and buff 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 re wax.
- 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 (JUL 2016)

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 (JAN 2017)

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 (JAN 2017)

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 (JAN 2017)

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.

SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH CLAUSES

6.8.3 Fire and Life Safety Requirements

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 the equivalencies or alternative methods used by the Lessor as alternative methods of compliance. Each approach used as an alternative method of compliance must be documented in accordance with the Equivalency and Technical Documentation requirements of NFPA 101, signed by a Fire Protection Engineer, licensed in the subject property's state, and a copy must 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. 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 and all requirements of OSHA 29 CFR 1910. The party initiating the construction or modifications is responsible for funding the upgrade of fire and life safety systems. Construction or modifications 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 leased by the Government) is on the 6th floor or above, or below grade, automatic sprinklers are required. All Airport Traffic Control Towers must meet the requirements of OSHA's Alternate Standard for Fire Safety in Airport Traffic Control Towers and the NFPA 101. Furthermore, leased buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012 must be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13.

6.8.4 Fall Protection

If applicable, 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, toeboards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

6.8.6 Environmental and Occupational Safety Health (EOSH) Requirements (APR 2018)

The Lessor must 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. National Fire Protection Association (NFPA) 101
 - D. FAA Order 3900.19, FAA Occupational and Health Program
 - E. FAA Standard HF-STD-001, Human Factors Design Standard
 - F. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
 - G. Local and state EOSH regulations.
 - H. Local and state fire codes and building codes
 - I. 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

Where state or local law, code, or ordinance requires recycling programs (including those for mercury containing lamps) for the space to be provided, the Government, through its contract for janitorial services, shall comply with such state and/or local law, code, or ordinance. In all other cases, the Government, through its contract for janitorial services, 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 (JUL 2017)

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 (JUL 2016)

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 (APR 2018)

The Lessor must 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 must 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 must test the drinking water in the system affected by the plumbing and/or renovation work. The Lessor must implement corrective actions if the drinking water test results are not acceptable under the Safe Drinking Water Act criteria. The Lessor must notify the Government prior to performing all tests and provide a copy of any test report to the RECO and facility management.

6.8.11 Halon (APR 2012)

Halon must not be used as a fire extinguishing system in any FAA leased space.

6.8.12 Radon (JAN 2017)

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 (APR 2018)

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

The Lessor warrants that, notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, all leased space under this Lease will, at the time of acceptance and during the term of this Lease, including all extensions thereof, comply with asbestos regulatory requirements. Leased space may include, but is not limited to:

- Space 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, and
- Public spaces and common use space (e.g., lobbies, hallways).

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 facilities are required to have a current and thorough asbestos building survey or an asbestos free certification (in accordance with federal, state or local regulations, and including sampling of all materials that have the potential to contain asbestos) conducted by a qualified inspector, including a visual examination and building sampling. All asbestos containing materials (ACM) survey reports must be sent to the RECO and FAA facility management.

If ACMs are found to be in the leased space, either prior to acceptance or during the course of the lease agreement, the Government reserves the right to require the Lessor, at no cost to the Government, to take corrective action as required by OSHA, EPA, state and local requirements. In accordance with these regulations, the Lessor must post asbestos warning labels and signs in accordance with OSHA regulations.

In addition, all construction by the Lessor is required to comply with OSHA, EPA, state and local requirements for asbestos. Prior to the start of any construction, renovation or maintenance activities that impact building materials, the Lessor must determine whether ACM will be impacted as part of the work. If ACM will be impacted, the Lessor

must notify the FAA and take corrective actions to prevent FAA employees from exposure to asbestos fibers. Corrective actions must be coordinated with the FAA at least 30 days prior to the start of construction.

After ACM remediation is performed, the Lessor must adhere to regulatory required post-asbestos abatement air monitoring program requirements. As a part of this process, the Lessor must provide the RECO and FAA facility management with an asbestos re-inspection report indicating the location and condition of all remaining ACM in the FAA leased areas and common areas of the facility. If the Lessor supplies the janitorial or maintenance contracts, those employees must be informed of the presence and location of asbestos at the facility.

""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.

6.8.14 Warranty of Space (JAN 2016)

The Lessor warrants that all space leased to the Government under this contract must comply with federal, state, and local regulations. The space leased is not limited to that set forth in this Lease, but shall also 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 (APR 2018)

The Lessor must 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 requires review of the current arc flash warning labels to determine if the arc flash warning labels posted meet the current safety requirements. Contact FAA facility management for procurement of electronic equipment for applications in the National Airspace System (NAS).

SECTION 9 - SECURITY CLAUSES

6.9.1 Facility Security (JUL 2017)

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.

6.9.2 Foreign Nationals as Contractor Employees (OCT 2014)

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 (JAN 2017)

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:

(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 (JAN 2017)

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.

I. 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.

SECTION 10 - CLOSING

6.10.1 Notices (JUL 2017)

All notices/correspondence shall be in writing, referencing to 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, ST, Zip code]

TO THE GOVERNMENT

Federal Aviation Administration
Real Estate & Utilities Group, [insert routing symbol]
[Attn: Insert RECO Name]
[insert address]
[insert City, ST, Zip code]

6.10.3 Signature Block (JUL 2017)

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

THE CITY OF HAYWARD, A MUNICIPAL CORPORATION

By: _____

Print Name: _____

Title: [_____]

Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

Print Name: _____

Title: Real Estate Contracting Officer

Date: _____

SECTION 11 – ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS

[RECO to insert any special stipulations or conditions as an attachment]

Number	Title	Date	Number of Pages