

TO: James L. App, City Manager
FROM: Meg Williamson, Assistant City Manager
SUBJECT: Airport Lease Agreement - FAA
DATE: August 21, 2007

NEEDS: For the City Council to adopt Resolution No. 07-XX approving a renewed lease agreement with the Federal Aviation Administration for office space (approx. 2300 s.f.) within a City-owned building located at 4914 Wing Way, at the Airport.

FACTS:

1. The Airways Facilities System Support Unit (SSU) of the Federal Aviation Administration (FAA) has maintained an office at Paso Robles for many years. Their function is the routine maintenance and certification of all FAA air navigation and communication equipment located within a 70-mile radius of Paso Robles.
2. The current lease on the subject space expires on September 30, 2007, and the FAA desires to enter into a new agreement for 10 years, to expire in 2017.
3. The proposed new rental rate reflects an increase consistent with the City's lease escalation policies.
4. All other condition of the lease are consistent with previous agreements.

**ANALYSIS
AND**

CONCLUSION: The services provided by this unit of the FAA are essential to the safety of the national airspace system and the airport facilities. The San Luis and Santa Maria airports are also served, as well as numerous facilities on remote mountaintops surrounding the local area. The continued occupancy is consistent with Airport goals and long-term planning. The unit employs 10-12 electronics specialists who reside in the local area. The association with this facility and its staff continues to be a benefit to airport operation.

POLICY

REFERENCE: Airport Lease Policy

FISCAL

IMPACT: Increased rental revenues in excess of \$130,000 over the 10-year agreement period.

OPTIONS:

- A. Adopt Resolution No. 07-XX, authorizing the City Manager to execute the Lease Agreement with the FAA to commence on 10/1/07.
- B. Amend, modify, or reject the above option.

Attachments (1):

1. Resolution 07-XX
2. Proposed Lease Agreement

RESOLUTION NO. 07-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
APPROVING A LEASE AGREEMENT WITH THE FEDERAL AVIATION
ADMINISTRATION FOR AIRPORT OFFICE RENTAL – 4914 Wing Way**

WHEREAS, the City of El Paso de Robles and the Federal Aviation Administration have previously entered into agreements providing for the occupancy of City facilities by the FAA Airways Facilities System Support Unit for office space; and

WHEREAS, the parties desire to continue said occupancy under a renewed lease agreement, and;

WHEREAS, both parties agree to the terms and conditions set forth in the lease agreement.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council of the City of Paso Robles does hereby approve the FAA Lease for Real Property No. DTFA WP-07-L-00077, effective October 1, 2007, and;

Section 2. That the City Council of the City of Paso Robles does hereby authorize the execution of the appropriate documents, as required.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this **21st** day of **August, 2007**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Frank R. Mecham, Mayor

ATTEST:

Deborah Robinson, Deputy City Clerk

FEDERAL AVIATION ADMINISTRATION

LEASE FOR REAL PROPERTY

LEASE NUMBER

DTFAWP-07-L-00077

Date of Lease: _____

1. **THIS LEASE** (9/98), entered into by and between **CITY OF PASO ROBLES** whose interest in the property hereinafter described is that of LESSOR, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. **DESCRIPTION** (10/96) - The Lessor hereby leases to the GOVERNMENT the following described premises: **Approximately 2,360 square feet of space in a building located at 4914 Wing Way, Paso Robles Airport, Paso Robles, California to be used for Airway Facilities System Support Unit (SSU) and related activities, together with adequate parking for twenty-one (21) vehicles in close proximity to the leased premises.**

3. **TERM** (1/01) - To have and to hold, for the term commencing on **October 1, 2007** and continuing through **September 30, 2017**, inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease number **DTFA08-97-L-17164**, which expires on **September 30, 2007**.

4. **CANCELLATION** (8/02) - The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after October 30, 2007 by giving at least 30 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. **RENTAL** (10/96) - Rent in the amount of **\$3,015.00** per month shall be payable to the Lessor in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month shall be prorated. Checks will be made payable to:

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

Services, utilities, and maintenance will be provided daily, extending from 6:30 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

- HEAT ONLY _____ DEG
- ELECTRICITY
- SPECIAL POWER – NOTED BELOW
- WATER (hot & cold)
- SNOW REMOVAL

- TRASH REMOVAL
- CHILLED DRINKING WATER
- HVAC – 68-72 DEG. F
- ~~DAILY TOILET SUPPLIES & CLEANING~~
- ~~DAILY JANITORIAL SERV. & SUPPLIES~~
- GROUND MAINTENANCE
- WINDOW WASHING – Frequency See Attachment A11
- CARPET CLEANING – Frequency See Attachment A11
- INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS
- PAINTING – Frequency See Attachment A7 Space
Frequency See Attachment A7 Public Areas
- OTHER (SPECIFY) See Attachment A

7. GENERAL CLAUSES:

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

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

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

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

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

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

COMPLIANCE WITH APPLICABLE LAWS (10/96) - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof,

and will obtain all necessary permits, licenses and similar items at Lessor's expense. Federal law shall govern this lease.

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

H. ACCEPTANCE OF SPACE (8/02) - The Lessor shall prepare the premises with all due diligence to meet the GOVERNMENT'S requested start date. The Lessor shall paint all surfaces designated by the Real Estate Contracting Officer, and fully clean all leased areas. The Lessor shall complete all requested alterations within 90 days of receipt of approved layout drawings, and shall notify the Real Estate Contracting Officer when the premises is ready. The Real Estate Contracting Officer or his representative shall promptly inspect the premises and determine if the premises is ready for the beneficial occupancy of the GOVERNMENT. Rent shall commence upon the date of the GOVERNMENT'S acceptance of the premises for beneficial occupancy.

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

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

K. CHANGES (8/02)

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

- a. Specifications (including drawings and designs);
- b. Work or services;
- c. Facilities or space layout; or
- d. Amount of space, provided the Lessor consents to the change.

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

- a. A modification of the delivery date;
- b. An equitable adjustment in the rental rate;
- c. A lump sum equitable adjustment; or
- d. An equitable adjustment of the annual operating costs per Occupiable square foot specified in the SFO.

(3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment

shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

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

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

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

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

O1. CONTRACT DISPUTES (11/03)

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

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

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

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

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

O2. PROTEST (11/03)

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

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

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

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

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

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

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

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

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

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

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

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

(a) Method of payment.

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

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

a. Accept payment by check or

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

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

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

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

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

(e) *Liability for incomplete or erroneous transfers.*

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

- (i) Making a correct payment;
- (ii) Paying any late payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) *EFT and payment terms.* A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released

to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

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

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

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

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

8. ATTACHMENTS (8/02) -

See herein attached - Attachment A, Certification of Seismic Compliance, FAA Safety Environmental Certification Checklist

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

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

ATTACHMENT A

Lease Number

DTFAWP-07-L-00077

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-Ceilings (10/96)

Must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

A2-Doors (10/96)

Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid wood 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 FAA, doors shall be equipped with non-removable hinge pins, and "Best" locks with 7-pin removable cores. The FAA shall provide cores.

A3-Floor Load (8/02)

All adjoining floor areas shall be 1) 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, 2) non-slip, and 3) acceptable to the Real Estate Contracting Officer. 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 Contracting Officer.

A4-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes shall be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased space and areas connected to or integrated with the leased space. Whenever FAA Standards require work processes or precautions to be provided, the Lessor shall coordinate with the FAA during the work so that proper requirements are met.

A5-HVAC (10/96)

Heating, ventilation and air-conditioning systems are required which maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained throughout the leased premises and service areas regardless of outside temperatures during hours of operation. For further information see ASHRAE standard ANSI/ ANSI/ASHRAE 62-1999 - Ventilation for Acceptable Indoor Air Quality.

A6-Lighting (10/96)

Modern, diffused, energy efficient (T-8 or better) fluorescent fixtures shall be provided maintaining 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.

A7-Painting (8/02)

Prior to occupancy all surfaces must be newly painted with non-lead based paints in colors acceptable to the FAA. All surfaces must be repainted after working hours at Lessor's expense at least every five years. This includes moving and return of the furniture.

Any existing lead based paint shall be properly maintained and managed per existing regulatory requirements. If there is flaking paint, it would need to be sampled for lead. If containing lead, it would need to be abated prior to occupancy. This could be done either by removal or sealing with an encapsulating material.

A8-Parking (10/06)

At no additional cost to the FAA, the Lessor shall provide twenty-one (21) reserved off-street parking spaces located in close proximity to the leased premises. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal.

A9- Prior Notification (8/02)

A pre-construction meeting shall be held at the facility prior to the commencement of any cleaning, construction, renovation, remodeling, repair, maintenance or testing 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 Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.

A10-Restrooms and Drinking Fountains (10/96)

Separate toilet facilities for men and women shall be provided on each floor where the FAA leases space. Water closets and urinals 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 women's toilet, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. (The FAA will advise if additional facilities are required.). The Lessor shall provide a minimum of one chilled drinking fountain on each floor where the FAA leases space.

A11-Window and Floor Covering (8/02)

All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable to the FAA. Existing floor and window covering may be accepted at the discretion of the Real Estate Contracting Officer however, prior to occupancy all carpeting and window covering shall be cleaned.

At no additional cost to the FAA, the Lessor shall replace carpeting at least every eight (8) years during FAA occupancy or any time during the lease when:

- Backing or underlayment is exposed
- There are noticeable variations in surface color or texture

Replacement includes moving and return of furniture.

II. SECTION B - SERVICES, UTILITIES, AND MAINTENANCE

B1-Grounds Maintenance (10/96)

The Lessor shall maintain in good condition landscape plants and lawns. The Lessor shall also remove snow and ice from the entrances, exterior walks and parking areas around the premises, prior to and during the Government's normal operating hours.

B2-Pest Control (8/02)

The Lessor shall exterminate and control pests within the premises within a timely manner as required by the Government. Notice shall be provided to the users of the building before any application of herbicide(s)/pesticide(s) or other chemical pest control. OSHA requirements for Hazard Communication shall apply for the use of hazardous materials used in pest control. Copies of Material Safety Data Sheets (MSDS) for all chemicals applied shall be provided to the FAA before application. Only licensed applicators shall be allowed to apply chemicals. Herbicides/pesticides are not to be applied near the outside air intakes of the building during normal working hours and when the system is in operation.

B3-Services and Facilities (10/96)

The Lessor shall provide to the Government, as part of the rental consideration, the following:

- Heating, air conditioning, and ventilation that provide for the comfortable occupancy of the premises. Temperatures will be thermostatically controlled to maintain a temperature of 68 - 72 degrees Fahrenheit. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the FAA's normal hours of operation.
- Electrical power to the premises for the operation of lights, communications equipment, and office machines.
- Water (hot and cold) and sewer to leased premises.
- Trash removal for leased premises.

B4-Utilities Not Provided By The Lessor (10/96)

If the cost of utilities is not included as part of the rental consideration, the Lessor must specify which utilities are excluded. The Lessor shall provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the lessor will furnish the Real Estate Contracting Officer, prior to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as part of the rental considerations, an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

III. SECTION C - SAFETY AND FIRE PREVENTION

C1-Fire and Safety Requirements (8/02)

All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this contract. At any point when construction takes place, systems should be brought into compliance according to the current edition of NFPA. The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The

notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system shall be provided, maintained, and tested by the lessor in accordance with NFPA Standard No. 71 and 72 in buildings, which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

Fire-safety, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the Real Estate Contracting Officer, if certified by a Licensed Fire Protection Engineer.

Portable fire extinguishers shall be provided, inspected, and maintained by the lessor in accordance with NFPA Standard No.10.

C2-Halon (8/02)

Wherever halon is used in a facility as a fire extinguishing system, the Lessor shall comply with all NFPA standards regarding use of and safety requirements for the use of halon.

C3-Indoor Air Quality (8/02)

The Lessor shall 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 (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided for all cleaning solutions used in the FAA spaces.

C4-OSHA Requirements (10/96)

The Lessor shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

C5-Radon (10/96)

Radon levels in space leased to the FAA shall not equal or exceed the EPA action level for homes of four (4) picocuries per liter (pCi/L). If radon levels are found to be at or above 4 pCi/L, the Lessor shall develop and promptly implement a plan of corrective action.

C6-Refrigerants (8/02)

The Lessor shall identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease should provide for use of refrigerants consistent with EPA and ASHRAE requirements.

C7-Warranty Of Space (8/02)

(a) 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, 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 the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Real Estate Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, lessor would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.

(b) The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs 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 as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the Real Estate Contracting Officer.

(c) If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the Lessor the costs occasioned to the FAA or terminate the lease agreement at no cost to the Government.

(d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.

(e) Definitions.

- (1) "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 contract.
- (2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.