

City of Fayetteville Item Review Form

2014-0071

Legistar File Number

March 4, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Ray M Boudreaux

Submitted By

Transportation Services

Department

Action Required:

A Resolution to Lease real property at the Drake Field Airport to the Federal Aviation Administration (FAA).

Does this item have a cost?  No

\$0.00

Cost of this request

\$2,406,200.00

Category or Project Budget

Airport revenue

Program or Project Name

5550.0955.4455.00

Account Number

\$291,649.00

Funds Used to Date

Chgs-Serv

Program or Project Category

\$2,114,551.00

Remaining Balance

Airport

Fund Name

Budgeted Item?  Yes

Budget Adjustment Attached?  No

V20130812

Previous Ordinance or Resolution # 103-04

Original Contract Number: \_\_\_\_\_



Comments:


Paul A. Beck

City Council Meeting of: March 4, 2014  
Legistar File Number: 2014-0071



AVIATION DIVISION  
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

**CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO**

**TO:** Mayor Jordan  
**THRU:** Chief of Staff  
**THRU:** Staff/Contract Review Committee  
**THRU:** Terry Gulley, Transportation Director  
**FROM:** Ray M. Boudreaux, Aviation Director   
**DATE:** February 5, 2014

**SUBJECT: Approval of Lease renewal with the FAA for their Facilities Maintenance Building located at 4370 S School. Signature of the Mayor and City Clerk.**

**RECOMMENDATION:** Approve lease agreement with the FAA for facilities located at 4370 S. School for use by their Facilities Maintenance Team. Signature of the Mayor and City Clerk.

**BACKGROUND:** The FAA has leased this building from the City since 1995 for the Facilities Maintenance Team. This team maintains FAA equipment and airport systems for all airports in the 4 state area. There will not be an increase in the lease rate per the FAA's request. The rate for the lease is very near the market rate and thus would not require an increase. The building rents for \$31,020.00 a year or \$2,585.00 per month or \$14.07 per square foot per year. We will replace the roof on the building this year and replace the VCT tile in the building as it is starting to come up. Total revenue over the 10 years of this lease is \$310,200.00. There are no significant changes to the lease although the form has changed since it was last renewed. I have made some pen and ink changes with agreement of the contracting officer where items had been changed from the last lease. I have included two copies of the new lease and a copy of the lease currently in force for comparison. The new lease will be in force October 1, 2014.

**BUDGET IMPACT:** FAA pays \$2,585.00 per month to lease the building for the Facilities maintenance Team.

Attachments: Staff Review  
New lease  
Current Lease

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO APPROVE A TEN (10) YEAR LEASE AGREEMENT  
FOR \$31,020.00 PER YEAR WITH THE FEDERAL AVIATION  
ADMINISTRATION FOR A FACILITY AT 4370 S. SCHOOL AVENUE FOR  
USE BY ITS FACILITIES MAINTENANCE TEAM**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a ten (10) year lease agreement for \$31,020.00 per year with the Federal Aviation Administration for a facility at 4370 S. School Avenue for use by its Facilities Maintenance Team and hereby authorizes the Mayor or his designee to execute the same. A copy of the lease agreement is attached as Exhibit "A."

**PASSED and APPROVED** this 4<sup>th</sup> day of March, 2013.

**APPROVED:**

**ATTEST:**

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**SMALL LEASE for REAL PROPERTY**

**Lease No: DTFACN-14-L-00099  
(FYV) SSU  
Fayetteville, Arkansas**

1. THIS LEASE (9/98), entered into by and between CITY OF FAYETTEVILLE, ARKANSAS, whose interest in the property hereinafter described is that of OWNER, 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:

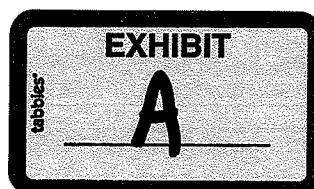
Approximately 2,205 square feet of floor space in a free-standing masonry and brick building located at Fayetteville Municipal Airport (Drake Field). Said building is more particularly shown in Exhibit "A," floor plan, dated December 15, 1993, attached hereto and made a part hereof. PARKING: Fourteen (14) general parking spaces for Government-owned vehicles and Government employees, with one space designated for handicapped. Leased premises are to be utilized for the System Support Unit (SSU) Office of the Federal Aviation Administration.

3. TERM (1/01) - To have and to hold, for the term commencing on October 1, 2014 and continuing through September 30, 2024 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds **LEASE No: DTFASW-05-L-00043**, which expires on September 30, 2014.

4. HOLDOVER - If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms 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 leased premises.

5. 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, by giving at least 30 days' notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.



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6. RENTAL (10/96) - Rent in the amount of \$31,020.00 per annum payable at a rate of \$2,585.00 per month will be payable to the LESSOR in arrears without the submission of invoices or vouchers. Subject to available appropriations. Rent will be considered paid on the date an electronic funds transfer is made. Rent for a period of less than a month will be prorated.

7. SERVICES AND UTILITIES – The following services and utilities, as well as any additional services and utilities described in Attachment A, will be provided by LESSOR as part of rent. Services will be Building Standard, unless a different level of service is prescribed elsewhere in the lease. (10/96)

Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and Federal holidays. Services supplied to technical equipment will be supplied 24 hours a day, seven 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.

ELECTRICITY

WATER (hot & cold)

~~CHILLED DRINKING WATER~~ *RS*

HVAC 68 to 74 DEG. F

GROUND MAINTENANCE

~~WINDOW WASHING~~ Frequency washed twice yearly. *RS*

INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS

~~CARPET REPLACEMENT~~ - Includes moving and return of furniture when replacing carpeting *RS*  
every 5 years or when the following happens:

- 1) Backing or underlayment is exposed.
- 2) There are noticeable variations in surface color or texture.

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 will provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the LESSOR will furnish the RECO, 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.

THE GOVERNMENT WILL CONTRACT JANITORIAL SERVICE SEPARATELY & BILL DIRECTLY TO THE GOVERNMENT FOR LEASED PREMISES.

8. GENERAL CLAUSES:

a. 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

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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.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will 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.

c. 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 will constitute default by the GOVERNMENT on this lease.

d. 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.

e. CONTRACT DISPUTES (11/03)-All contract disputes under or related to this lease will be resolved through the Federal Aviation Administration (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 FAA 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, Facsimile: (202) 267-3720.

A lease dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A lease 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.

f. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the LESSOR and the LESSOR's administrators, successors, and assigns.

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

h. The following clauses are incorporated by reference: Upon request the full text will be provided by the RECO.

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DEFAULT BY LESSOR (10/96)  
COMPLIANCE WITH APPLICABLE LAWS (10/96)  
OFFICIALS NOT TO BENEFIT (10/96)  
COVENANT AGAINST CONTINGENT FEES (8/02)  
ANTI-KICKBACK (10/96)  
EXAMINATION OF RECORDS (10/96)  
ASSIGNMENT OF CLAIMS (10/96)  
SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)  
INTEGRATED AGREEMENT (10/96)  
EQUAL OPPORTUNITY (10/96)  
AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM  
ERA VETERANS (10/96)  
AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)  
SEISMIC SAFETY FOR EXISTING BUILDINGS (10/12)  
CONTRACTOR PAYMENT INFORMATION – NON-SAM (1/13)  
EFT (10/06)

8. NOTICES (10/96):

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

TO LESSOR:

City of Fayetteville, Arkansas  
4500 S. School, Suite F  
Fayetteville, AR 72701

TO GOVERNMENT:

DOT/Federal Aviation Administration  
Real Estate and Utilities Group, ASW-53  
2601 Meacham Blvd.  
Fort Worth, TX 76137

9. ATTACHMENTS (8/02) - See herein attached - Attachment A for Small Lease  
Exhibit A – Floor Plan

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

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 Fayetteville, Arkansas

|  |  |      |
|--|--|------|
| CITY OF FAYETTEVILLE,<br>ARKANSAS  | SIGNATURE OF OWNER                                 | DATE |
| THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA<br>UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER. |  |      |
| JANA C. BLANCO<br><br>NAME OF REAL ESTATE<br>CONTRACTING OFFICER   | SIGNATURE OF REAL<br>ESTATE CONTRACTING<br>OFFICER | DATE |

**MUNICIPAL CERTIFICATE**

If agreement is made with a State, County, Municipality or other public authority, the following certificate shall be executed by an authorized official:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of  
 (Name) (Title)  
 the \_\_\_\_\_ named in the foregoing agreement, that  
 \_\_\_\_\_ who signed said agreement on behalf of said Public  
 (Name of Person Executing Lease)  
 Authority, was then \_\_\_\_\_ of that Public Authority and said agreement  
 (Executing Person's Title)  
 was duly signed for and in behalf of said \_\_\_\_\_ by authority  
 of its governing body, and is within the scope of its powers.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Signed by \_\_\_\_\_

Authority Seal



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ATTACHMENT A

for Small Lease

**LEASE No: DTFACN-14-L-00099**

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-General Health and Safety Standards (8/02)

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

II. SECTION B - SAFETY AND FIRE PREVENTION

B1-Fire and Safety Requirements (4/12)

The facility, its systems and appurtenances must be in compliance with the following fire protection and life safety requirements (FLS):

1. State and local building codes in affect at the time of construction or most recent modification, whichever is later.
2. State and local fire safety and fire prevention codes.
3. National Fire Protection Association, Life Safety Code (NFPA 101), latest edition at the time of lease signing.
4. All Occupational Safety & Health Administration requirements including 29 CFR 1910 and 29 CFR 1960, and their associated agreements.

Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the FAA , the specific deviation(s) from these standards and what alternative methods have been employed by the Lessor and accepted by the local jurisdiction (where applicable), as an alternative method of compliance. Furthermore, where alternative methods of compliance are used in lieu of literal compliance with the FLS requirements listed herein, the approach shall be documented by a Fire Protection Engineer and presented to the FAA for review and concurrence.

The specific list of requirements identified in items C1 (1 through 4 above) includes:

1. Federal Aviation Administration Order including:
  - a. FAA Order 3900.19B, FAA Occupational Safety and Health Program
2. FLS Codes Promulgated by the International Code Congress including:
  - a. International Building Code
  - b. International Fire Code
  - c. International Mechanical Code
3. National Fire Protection Association Codes & Standards including:

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- a. NFPA 10: Standard for Portable Fire Extinguishers
  - b. NFPA 13: Standard for the Installation of Sprinkler Systems
  - c. NFPA 14: Standard for the Installation of Standpipe Systems
  - d. NFPA 20: Standard for the Installation of Stationary Fire pumps
  - e. NFPA 24: Standard for the Installation of Private Fire Service mains and Their Appurtenances
  - f. NFPA 70: National Electrical Code
  - g. NFPA 72: National Fire Alarm and Signaling Code
  - h. NFPA 75: Standard for the Protection of Information Technology Equipment
  - i. NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems
  - j. NFPA 92: Standard for Smoke Control Systems
  - k. NFPA 101: Life Safety Code
  - l. NFPA 110: Standard for Emergency and Standby Power Systems
4. Occupational Safety & Health Administration regulations including:
- a. OSHA 29 CFR 1910, Occupational Safety and Health Standards (including Subpart E, Exit Routes and Emergency Planning, & Subpart L, Fire Protection
  - b. OSHA / FAA Agreement titled FAA Alternate Standard for Fire Safety in Airport Traffic Control Towers, (1998 signature date) (a.k.a. 1960.20)

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, all fire protection and life safety systems must be brought into compliance according to the then-current edition of NFPA and local codes and standards.

The building shall, as required by applicable codes, be equipped with automatic sprinklers which conform to NFPA No. 13; be maintained by the Lessor in accordance with NFPA No. 25 ; be electrically supervised and monitored; and shall have water-flow alarm switches connected to automatically notify the local fire department or central station (NFPA No. 72). Notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of local 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. Furthermore, leased buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012, shall be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13.

A manual fire alarm system must be provided, maintained, and tested by the Lessor in accordance with NFPA Standard No. 72 (National Fire Alarm and Signaling Code) under the following circumstances:

1. Occupancy of the space is by 10 or more persons, or
2. Space is more than 1000 square feet in area, or
3. Building is three (3) or more stories in height, or
4. Building contains more than 50,000 square feet gross floor area.

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The fire alarm system wiring and equipment must be electrically supervised and equipped with an automatic fire department notification system, and must conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations and must meet performance requirements of NFPA 92.

Fire-safety mechanisms, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the RECO, if certified by a Professional Fire Protection Engineer, licensed in the subject property's state.

Portable fire extinguishers matching the hazards accommodated by the lease must be provided, inspected, and maintained by the Lessor in accordance with NFPA Standard No.10.

When the leased space is located in multi-tenant buildings, the Lessor shall be fully responsible for:

1. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan (FPP)
2. Publishing and making copies of the EAP and FPP available to all FAA leased space occupants
3. Conducting fire evacuation drills, at least annually
4. Conducting review and modification of the EAP and FPP at least annually
5. Inviting FAA representation in development, review and modification of the EAP and FPP

The FAA facility manager shall be responsible for the development of the tenant specific EAP and FPP for their lease space and in single tenant buildings.

#### B2-Halon (4/12)

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

#### B3-Indoor Air Quality (4/12)

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 (CO<sub>2</sub>), 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); CO<sub>2</sub> - 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.

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MSDS will be provided to the FAA facility manager as well as a copy sent to the RECO for all cleaning solutions used in the FAA spaces.

#### B4 - Electrical Safety (4/12)

The Lessor shall ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:

1. 29 CFR 1910, Subpart S, *Electrical*
2. FAA Standard HF-STD-001, *Human Factors Design Standard*, Chapter 12.4, Electrical Hazards
3. DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*
4. National Fire Protection Association (NFPA) 70, *National Electrical Code*
5. NFPA 70E, *Electrical Safety in the Workplace*
6. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, *Recommended Practice for Powering and Grounding Electrical Equipment*
7. DOT Standard FAA-STD-019E, *Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment*

All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols*.

The Lessor shall ensure that personnel are protected from arc flash hazards, in accordance with NFPA 70E, *Electrical Safety in the Workplace* and that arc flash warning labels are posted on affected panels, with warning labels meeting the requirements of American National Standards Institute (ANSI) Z53, *Series of Standards for Safety Signs and Tags*.

#### B5 – EOSH Requirements (4/12)

The Lessor shall provide space, services, and equipment that comply with the following:

1. 29 CFR 1910, *Occupational Safety and Health Standards (General Industry)*
2. FAA Order 3900.19B, *FAA Occupational and Health Program*
3. FAA Standard HF-STD-001, *Human Factors Design Standard*
4. National Fire Protection Association (NFPA) 70, *National Electrical Code*, and NFPA 70E, *Electrical Safety in the Workplace*
5. Relevant fire codes and building codes

Any equipment used or otherwise provided by the Lessor or Lessor's contractors or agents 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*, and American National Standards Institute (ANSI) Z535.4, *Product Safety Signs and Labels*.

All equipment described herein shall be designed and installed to be free of mechanical hazards that may injure personnel (sharp projections, unguarded moving parts, etc.), in accordance with FAA-G-2100H, *Electronic Equipment, General Requirements*, Section 3.3.5.4.

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B6 – Fall Protection (4/12)

The Lessor shall ensure proper fall protection safety systems (railings, toe boards, etc.) are in place for all work areas where FAA personnel are required to perform work at four feet or more above the next lowest level (platforms, catwalks, etc.), in accordance with FAA Order 3900.19B, *FAA Occupational Safety and Health Program*, Chapter 10, 29 CFR 1910, *Occupational Safety and Health Standards (General Industry)*, and 29 CFR 1926, *Safety and Health Regulations for Construction*.

B7 – Hazardous Materials (4/12)

The facility and equipment provided by the Lessor shall minimize the use of lead and mercury, in accordance with FAA Order 1050.10C, *Prevention, Control, and Abatement of FAA Environmental Pollution*; be free of Class I ozone-depleting substances (ODSs), HCFC-22, HCFC-141b, and HCFC-142b, in accordance with 40 CFR Part 82, *Protection of Stratospheric Ozone*; and be free of polychlorinated biphenyls (PCBs), in accordance with 40 CFR Part 761.

The Lessor shall ensure that FAA personnel are protected from asbestos hazards, in accordance with 29 CFR 1910.1001, *Asbestos*, and FAA Order 1050.20A, *Airway Facilities Asbestos Control Program*.

B8 – Seismic Safety for Equipment (4/12)

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.

B9-OSHA Requirements (10/96)

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

B10-Radon (10/96)

Radon levels in leased premises to the FAA will 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 will develop and promptly implement a plan of corrective action.

B11-Refrigerants (8/02)

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

B12-Warranty Of Space (4/12)

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

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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 (TSCA). The RECO shall notify the Lessor in writing of any failure to comply with asbestos requirements, within 30 days after the discovery thereof. All construction by the Lessor is required to comply with the OSHA regulations for Asbestos.

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 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 must be sent to the RECO.

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 the required correction and do any of the following: a.) charge to the Lessor the costs occasioned to the FAA; b.) withhold the costs from the rent; or c.) terminate the lease agreement. Any such termination of the Lease pursuant to this provision shall be at no cost to FAA.

D. The rights and remedies of the FAA in this clause are not exclusive, and are in addition to any other rights and remedies provided by 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.

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**2.6.9 Small Space Lease Form**

January 2013

OMB Control No. 2120-0595

Lease No. DTFACN-14-L-00099  
(FYV) System Support Unit (SSU)  
Fayetteville, Arkansas

### III. SECTION C MISCELLANEOUS

#### C1 - Non-Restoration (10/96)

The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the LESSOR in writing.

C2 - Occupancy Permit (8/02) - The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror will complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the contracting officers discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the LESSOR, and activities of other occupants, will be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the LESSOR's expense.

### IV. SECTION D SECURITY REQUIREMENTS

#### D1 - Facility Security (4/12)

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: Contact your local Servicing Security Element (SSE) at [405-954-0135](tel:405-954-0135) for a list of your security requirements. The local 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.

#### D2 – Contractor Personnel Suitability Requirements (4/12)

A. This clause applies to the extent that this lease requires contractor employees, 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, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

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 FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the lease.

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#### **2.6.9 Small Space Lease Form**

January 2013

OMB Control No. 2120-0595

Pg. 12

Lease No. DTFACN-14-L-00099  
(FYV) System Support Unit (SSU)  
Fayetteville, Arkansas

C. If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor 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 lease may have up to 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 it determines necessary. This lease may include positions that are temporary, seasonal, or under escort only. In such cases, a 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:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- 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 2 year break in service by the applicant, the SSE will notify the contractor 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 VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

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### 2.6.9 Small Space Lease Form

January 2013

OMB Control No. 2120-0595



Lease No. DTFACN-14-L-00099  
(FYV) System Support Unit (SSU)  
Fayetteville, Arkansas

Headquarters Contracts:  
Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:  
Manager, Personnel Security ASW-750  
FAA Southwest Regional Office  
2601 Meacham Blvd.  
Fort Worth, Texas 76137

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

D. The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

E. The RECO will provide notice to the contractor when any contractor 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 contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at its own expense. Once action has been taken, the contractor will report the action to the RECO and SSE.

F. No contractor 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 contractor employee to begin work.

G. The contractor must notify the RECO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the lease. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

H. The RECO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

I. The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters 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 contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

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### 2.6.9 Small Space Lease Form

January 2013

OMB Control No. 2120-0595

Lease No. DTFACN-14-L-00099  
(FYV) System Support Unit (SSU)  
Fayetteville, Arkansas

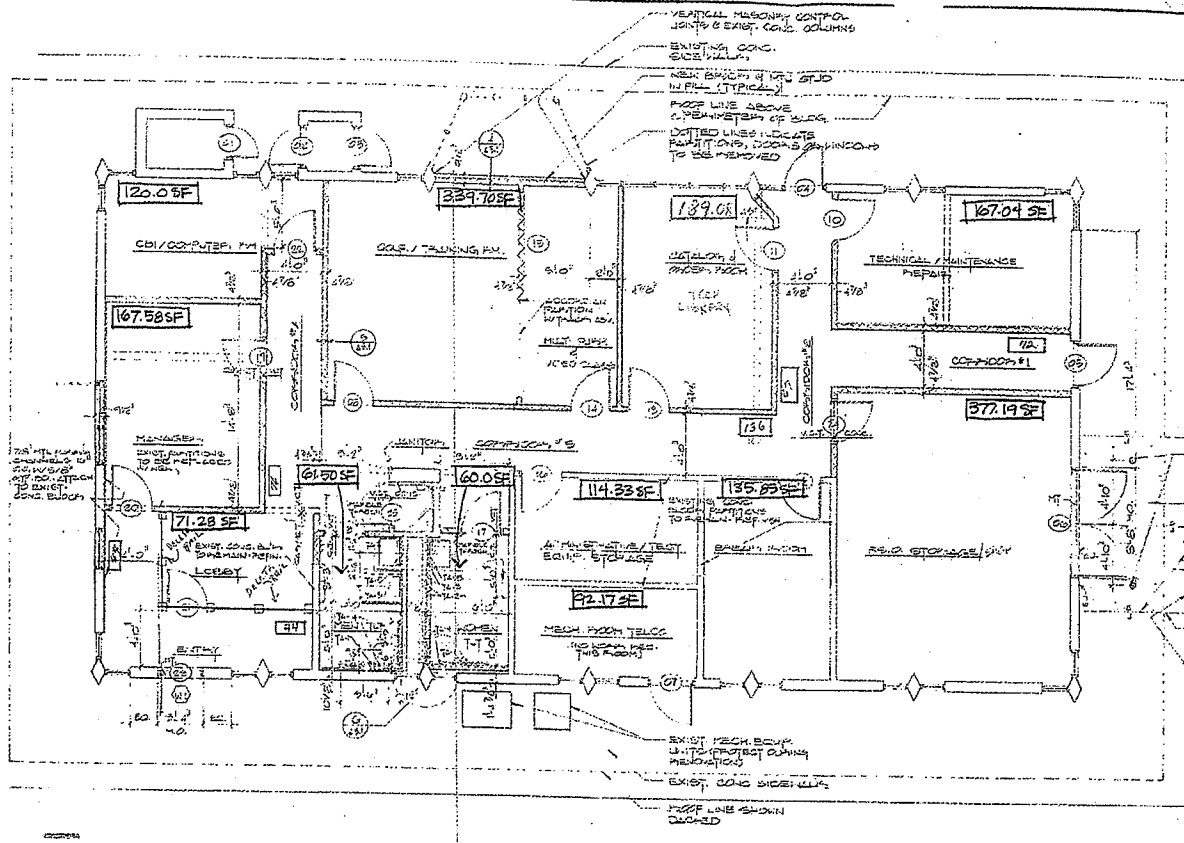
J. Failure to submit information required by this clause within the time required may be determined by the RECO a material breach of the lease.

K. If subsequent to the effective date of this lease, the security classification or security requirements under this lease are changed by the Government and if the changes cause an increase or decrease in direct lease costs or otherwise affect any other term or condition of this lease, the lease will be subject to an equitable adjustment.

L. The contractor 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.

M. Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

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| TOILET ACCESSORY SCHEDULE |       |          |      |                 |
|---------------------------|-------|----------|------|-----------------|
| MARK                      | MODEL | MFR.     | QTY. | DESCRIPTION     |
| T-1                       | 1830  | AMERICAN | 2    | STAINLESS STEEL |
| T-2                       | 1830  | AMERICAN | 2    | STAINLESS STEEL |
| T-3                       | 1830  | AMERICAN | 2    | STAINLESS STEEL |
| T-4                       | 1830  | AMERICAN | 2    | STAINLESS STEEL |
| T-5                       | 1830  | AMERICAN | 2    | STAINLESS STEEL |
| T-6                       | 1830  | AMERICAN | 2    | STAINLESS STEEL |
| T-7                       | 1830  | AMERICAN | 2    | STAINLESS STEEL |
| T-8                       | 1830  | AMERICAN | 2    | STAINLESS STEEL |
| T-9                       | 1830  | AMERICAN | 2    | STAINLESS STEEL |
| T-10                      | 1830  | AMERICAN | 2    | STAINLESS STEEL |

**FLOOR PLAN - REMODEL**  
 SCALE: 1/4" = 1'-0"

NOTE: REFER TO SET, 431 FTH, W/RELS  
 THRESHOLD & CASSETT BLDG.  
 DETAILS.  
 PROVIDE VENT TRANSITION STRIP  
 & VENT & CONCRETE.

Lease NO. DTFACN-14-L-00099  
 Exhibit A

**PROJECT TITLE**  
 FAYETTEVILLE MUNICIPAL AIRPORT  
 RENOVATION OF F.S.S. BLDG. &  
 RENOVATION OF F.S.S. & F.B.O. BLDGS.  
**CLIENT**  
 FAYETTEVILLE MUNICIPAL AIRPORT  
**ARCHITECT**  
 DELOVY & DAVIDSON, INC.  
**CONTENTS**  
 FLOOR PLAN - REMODEL  
 12-15-93  
 93038

### FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

Building Name: \_\_\_\_\_  
Street Address: 4370 S. School  
City: Jayeterville, AR State: AR Zip Code 72701  
Approximate outside dimensions of building: 72' x 36'  
Square footage of building 2592 SF Square footage of proposed space 2205.05 SF  
Total number of floors in building 1, Floors proposed space is on 1  
Year Building constructed \_\_\_\_\_, Year of last major renovation FEB, 1995

**INSTRUCTIONS: Complete the following information that applies to the building being offered for lease to the Government.**

**CHECK ALL OF THE FOLLOWING INFORMATION THAT APPLIES:**

Security

No Provisions  Secure Building  Alarm System  Guard  
 Controlled Entry  Other, INSIDE AIRPORT PERIMETER FENCE

Emergency Illumination:

In Space offered  In corridors  In Stairwells

Building structural support

Combustible (Timber, wood, etc.)  
 Noncombustible (Concrete, steel, masonry, etc.)

Other types of uses present in the building (check all that apply): N/A

Restaurants  Storage  Manufacturing  Other, describe \_\_\_\_\_  
 Laboratories  Retail  Industrial \_\_\_\_\_

Vertical openings between two or more floor: N/A

Stairs (check one):  Open  Enclosed with doors

### FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

|   |
|---|
| Shafts (check one) <input type="checkbox"/> Open <input type="checkbox"/> Enclosed with doors; _____  |
| Other (check one) <input type="checkbox"/> Open <input type="checkbox"/> Enclosed with doors; _____   |
| Sprinklers  |
| <input checked="" type="checkbox"/> None <input type="checkbox"/> Corridors only <input type="checkbox"/> All but corridors & lobbies <input type="checkbox"/> Total Building |
| <input type="checkbox"/> Other, describe locations _____  |
| Fire fighting capability:   |
| <input type="checkbox"/> None <input checked="" type="checkbox"/> Fire Extinguishers <input type="checkbox"/> Standpipes  |
| <input type="checkbox"/> Other, _____   |
| Fire Alarm:   |
| <input checked="" type="checkbox"/> None <input type="checkbox"/> Building Alarm (check all that apply): <input type="checkbox"/> Audible <input type="checkbox"/> Visual     |
| <input type="checkbox"/> Automatic Fire Dept. Notification  |
| Smoke Detectors:  |
| <input checked="" type="checkbox"/> None <input type="checkbox"/> All Corridors <input type="checkbox"/> Total Building <input type="checkbox"/> Other, _____                 |
| Wall Interior Finishing in space being offered for lease:   |
| <input checked="" type="checkbox"/> Painted walls of plaster, sheetrock, or masonry <input type="checkbox"/> Wallpaper or vinyl wall covering                                 |
| <input type="checkbox"/> Cloth or corkboard <input type="checkbox"/> Wood paneling  |
| <input type="checkbox"/> Other, _____   |
| Emergency Egress (Note - attach a sketch of the floor plan that shows the means of egress)  |
| <input checked="" type="checkbox"/> Two means of egress from the space offered for lease.   |
| <input type="checkbox"/> Exit signs for each route.   |
| <input type="checkbox"/> Some or all space offered is above or below grade level  |
| If, so complete the following for applicable stairwells that are a part of the emergency egress routes from   |

### FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

above or below grade space offered:

- Fire rated construction  Stairwell doors that open in direction of egress
- Discharge Outside or into a protected fire corridor that discharges outside
- Emergency Lighting in Stairwell  Stairwell doors have automatic door closers & latch
- All stairwells have adequate handrails

Asbestos:

None  Nonfriable:  
Locations \_\_\_\_\_

Friable:  
Locations \_\_\_\_\_

If asbestos is present, an active asbestos management program is in place.

PCB's :

None  present:  
locations \_\_\_\_\_

Radon:

None  Last test under 4.0 picocuries per milliliter (Date tested & results) \_\_\_\_\_

Air Quality:

Air quality in space offered meets all EPA guidelines for clean air.

Air quality in space does not meet EPA guidelines for clean air in the following areas: \_\_\_\_\_

Drinking Water:

Drinking water meets all EPA guidelines for drinking water

### FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

Drinking water does not meet EPA guidelines in the following areas: \_\_\_\_\_

Contamination suspected on or in proximity of the site (if yes, describe below):  
\_\_\_\_\_  
\_\_\_\_\_

This information provided by the offeror on this form are materiel facts and representations upon which the Government relies upon for making an award. The Government has the right to require remedy if the information is in anyway misrepresented, or inaccurate. The Owner or Authorized representative certifies that all the features described above are in operating order and properly maintained.

OWNER OR AUTHORIZED REPRESENTATIVE NAME AND ADDRESS:

Ray M. BOURGEOIS

Director of Aviation

4500 S. School Suite F

Fayetteville, AR 72701

SIGNATURE: 

DATE: 2/6/2014

## ABAAS COMPLIANCE REPORT

The Lessor and the FAA are committed to compliance with the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standard (ABAAS), which impacts the building and premises at 4370 S. School Road, Hwy 71 South, Fayetteville, AR. 72701.

Complete This Section:

Leased building and premises are fully compliant with ABAAS section F202.6.

OR

\_\_\_\_ Where building design or construction was funded or controlled by federal government, leased building and premises are fully compliant with ABAAS – For post 5/8/2006 construction only.

OR

\_\_\_\_ Leased building and premises will be compliant with ABAAS by \_\_\_\_\_ (date).

Lessor shall ensure completion.

OR

Building and premises are exempt from ABAAS as described below.

\_\_\_\_ Facility is unmanned.

\_\_\_\_ ABAAS waiver from GSA Administrator is on file.

\_\_\_\_ Other

LESSOR:



2/6/2014

Date:

FEDERAL AVIATION ADMINISTRATION

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date:

---

2.6.17 ABAAS Compliance Report

October 2012

OMB Control No. 2120-0595

Pg. 1



# FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

Building Name: \_\_\_\_\_

Street Address: 4370 S. School

City: Jayeterville, AR, State: AR Zip Code 72701

Approximate outside dimensions of building: 72' x 36'

Square footage of building 2592 SF, Square footage of proposed space 2205.05 SF

Total number of floors in building 1, Floors proposed space is on 1

Year Building constructed \_\_\_\_\_, Year of last major renovation FEB, 1995

**INSTRUCTIONS: Complete the following information that applies to the building being offered for lease to the Government.**

### CHECK ALL OF THE FOLLOWING INFORMATION THAT APPLIES:

#### Security

No Provisions  Secure Building  Alarm System  Guard

Controlled Entry  Other, INSIDE AIRPORT DELIMITED FENCE

#### Emergency Illumination:

In Space offered  In corridors  In Stairwells

#### Building structural support

Combustible (Timber, wood, etc.)

Noncombustible (Concrete, steel, masonry, etc.)

Other types of uses present in the building (check all that apply): N/A

Restaurants  Storage  Manufacturing  Other, describe \_\_\_\_\_

Laboratories  Retail  Industrial \_\_\_\_\_

Vertical openings between two or more floor: N/A

Stairs (check one):  Open  Enclosed with doors

# FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

Shafts (check one)  Open  Enclosed with doors; \_\_\_\_\_

Other (check one)  Open  Enclosed with doors; \_\_\_\_\_

### Sprinklers

None  Corridors only  All but corridors & lobbies  Total Building

Other, describe locations \_\_\_\_\_

### Fire fighting capability:

None  Fire Extinguishers  Standpipes

Other, \_\_\_\_\_

### Fire Alarm:

None  Building Alarm (check all that apply):  Audible  Visual

Automatic Fire Dept. Notification

### Smoke Detectors:

None  All Corridors  Total Building  Other, \_\_\_\_\_

### Wall Interior Finishing in space being offered for lease:

Painted walls of plaster, sheetrock, or masonry  Wallpaper or vinyl wall covering

Cloth or corkboard  Wood paneling

Other, \_\_\_\_\_

### Emergency Egress (Note - attach a sketch of the floor plan that shows the means of egress)

Two means of egress from the space offered for lease.

Exit signs for each route.

Some or all space offered is above or below grade level

If, so complete the following for applicable stairwells that are a part of the emergency egress routes from

# FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

above or below grade space offered:

- Fire rated construction  Stairwell doors that open in direction of egress
- Discharge Outside or into a protected fire corridor that discharges outside
- Emergency Lighting in Stairwell  Stairwell doors have automatic door closers & latch
- All stairwells have adequate handrails

### Asbestos:

None  Nonfriable:  
Locations \_\_\_\_\_

Friable:  
Locations \_\_\_\_\_

If asbestos is present, an active asbestos management program is in place.

### PCB's :

None  present:  
locations \_\_\_\_\_

### Radon:

None  Last test under 4.0 picocuries per milliliter (Date tested & results) \_\_\_\_\_

### Air Quality:

Air quality in space offered meets all EPA guidelines for clean air.

Air quality in space does not meet EPA guidelines for clean air in the following areas: \_\_\_\_\_

### Drinking Water:

Drinking water meets all EPA guidelines for drinking water

# FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

Drinking water does not meet EPA guidelines in the following areas: \_\_\_\_\_

Contamination suspected on or in proximity of the site (if yes, describe below):  
\_\_\_\_\_  
\_\_\_\_\_

This information provided by the offeror on this form are materiel facts and representations upon which the Government relies upon for making an award. The Government has the right to require remedy if the information is in anyway misrepresented, or inaccurate. The Owner or Authorized representative certifies that all the features described above are in operating order and properly maintained.

OWNER OR AUTHORIZED REPRESENTATIVE NAME AND ADDRESS:

*Ray M. Beauvais*

*Director of Aviation*

*4500 S. School Suite F*

*Fayetteville, AR 72701*

SIGNATURE: *[Signature]*

DATE: *2/6/2014*

# ABAAS COMPLIANCE REPORT

The Lessor and the FAA are committed to compliance with the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standard (ABAAS), which impacts the building and premises at 4370 S. School Road, Hwy 71 South, Fayetteville, AR. 72701.

Complete This Section:

Leased building and premises are fully compliant with ABAAS section F202.6.

**OR**

Where building design or construction was funded or controlled by federal government, leased building and premises are fully compliant with ABAAS – For post 5/8/2006 construction only.

**OR**

Leased building and premises will be compliant with ABAAS by \_\_\_\_\_ (date).

Lessor shall ensure completion.

**OR**

Building and premises are exempt from ABAAS as described below.

Facility is unmanned.

ABAAS waiver from GSA Administrator is on file.

Other

LESSOR:



2/6/2014

Date:

FEDERAL AVIATION ADMINISTRATION

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date:

---

**2.6.17 ABAAS Compliance Report**

October 2012

OMB Control No. 2120-0595



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Southwest Region  
Logistics Service Area

2601 Meacham Blvd.  
Fort Worth, Texas 76137

TIAM 2 0 NOV14

JAN 29 2014  
Mr. Ray Boudreaux  
Airport Manager  
Fayetteville Municipal Airport  
4500 S. School, Suite F  
Fayetteville, AR 72701

Dear Mr. Boudreaux:

Subject: Expiring Lease No. DTFASW-05-L-00043  
Succeeding Lease No. DTFACN-14-L-00099  
System Support Unit (SSU)  
Fayetteville Municipal Airport  
Fayetteville, Arkansas

The Federal Aviation Administration's (FAA) Lease No. DTFASW-05-L-00043 providing the FAA approximately 2,205 square feet of space located at 4370 S. School Road, Fayetteville, Arkansas, expires by its terms on September 30, 2014.

In accordance with our conversation, enclosed are two copies of succeeding Lease No. DTFACN-14-L-00099 with \$31,020.00 per annum for a 10-year term beginning October 1, 2014.

Please have all copies of the lease signed and dated, and have the Municipal Certificate completed by an authorized individual. Also, please have the ABBAS Compliance Report and the FAA Safety and Environmental Certification Checklist completed by an authorized individual. Once all forms have been completed, please return all copies in the enclosed postage paid envelope. When received, a fully executed copy will be returned to you for your records.

Should you have any questions or require additional information, please contact me at 817-222-4371.

Sincerely,

Jana C. Blanco  
Real Estate Contracting Officer

4 Enclosures

**FEDERAL AVIATION ADMINISTRATION  
LEASE FOR REAL PROPERTY**

RECEIVED  
AUG 18 2004  
AIRPORT

LEASE NUMBER  
DTFASW-05-L-00043  
Date of Lease: 7/20/04

1. **THIS LEASE**, entered into by and between the **CITY OF FAYETTEVILLE, ARKANSAS** whose address is Fayetteville Municipal Airport, 4500 S. School, Suite F, Fayetteville, AR 72701 and whose interest in the property hereinafter described is that of owner, hereby referred to as **LESSOR**, and the **UNITED STATES OF AMERICA**, hereinafter referred to as the **GOVERNMENT OR FAA: WITNESSETH: The Parties hereto**, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. **DESCRIPTION** -- The **LESSOR** hereby leases to the **GOVERNMENT** the following described premises: **SPACE** -- approximately 2,205.05 square feet of floor space in a free-standing masonry and brick building located at Fayetteville Municipal Airport (Drake Field). Said building is more particularly shown in Exhibit "A," floor plan, dated December 15, 1993, attached hereto and made a part hereof. **PARKING** -- thirty-one (31) parking spaces for Government-owned vehicles and Government employees consisting of one space the handicapped; sixteen (16) spaces in front of the Building; and fourteen (14) spaces at the security fence line at the west end of the building. All of the above to be used for purposes as determined by the Federal Aviation Administration.

3. **TERM** -- To have and to hold, for the term commencing on October 1, 2004 and continuing through September 30, 2014 inclusive, **PROVIDED**, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease number DTFA07-00-L-01160, which expires on September 30, 2004.

4. **CANCELLATION** -- The **GOVERNMENT** may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government by giving at least 30 days notice in writing to the **LESSOR**. No rental shall accrue after the effective date of termination. Termination notice shall be delivered by registered mail; return receipt requested and mailed at least 30 days before the effective termination date.

5. **RENTAL** -- Rent in the amount of **\$28,200 per annum** paid at the rate of **\$2,350 per month** for years one through five 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 in the amount of **\$31,020 per annum** paid at the rate of **\$2,585 per month** for years six through ten 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: City of Fayetteville

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. The Government provides for the cost of services and utilities under separate contract.

Services, utilities, and maintenance will be provided daily, extending from 6:00 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.

- ELECTRICITY
- WATER (hot & cold)
- SNOW REMOVAL
- TRASH REMOVAL - Daily
- CHILLED DRINKING WATER
- HVAC - 68 to 74 DEG. F
- DAILY TOILET SUPPLIES & CLEANING
- DAILY JANITORIAL SERV. & SUPPLIES Daily dusting.
- GROUND MAINTENANCE
- WINDOW WASHING - Frequency washed twice yearly.
- CARPET CLEANING - Frequency daily vacuuming and shampooed twice yearly.
- INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS

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- EXTERIOR & INTERIOR DOOR LOCKS AND HARDWARE – Designed to accept 7-pin removable cores manufactured “Best Lock”, which will be supplied by the Government.
- CARPET REPLACEMENT— Includes moving and return of furniture when replacing carpeting every 8 years or when the following happens:
  - 1) Backing or underlayment is exposed.
  - 2) There are noticeable variations in surface color or texture.

7. **HOLDOVER** – If, after expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a day-to-day basis not to exceed 90 days. Rent shall be paid monthly in arrears on a prorated basis at the rate paid during the lease term.

8. **NOTICES** – All notices/correspondence shall be in writing, and shall be addressed as follows:

TO LESSOR: City of Fayetteville, Arkansas  
Fayetteville Municipal Airport  
4500 S. School, Suite F  
Fayetteville, AR 72701

TO GOVERNMENT: Department of Transportation  
Federal Aviation Administration  
Property and Services Branch, ASW-54  
Fort Worth, TX 76193

9. **GENERAL CLAUSES:**

a. **DAMAGE BY FIRE OR OTHER CASUALTY** - 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.

b. **MAINTENANCE OF THE PREMISES** - 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.

c. **FAILURE IN PERFORMANCE** - 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.

d. **ACCESSIBILITY** - The Building and the leased premises shall be accessible to the handicapped in accordance with FED-STD-795, the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A) and all applicable state and local accessibility laws and regulations

e. **CONTRACT DISPUTES** - All contract disputes arising under or related to this contract shall be resolved under this clause, and through the FAA Office of Dispute Resolution for Acquisition (ODRA). Said disputes 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. The decision of the FAA shall be considered a final agency decision only after a Lessor has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System.

A contract dispute shall be made in writing and signed by a Lessor or duly authorized representative of the Lessor and submitted to the Real Estate Contracting Officer, that it is disputed either as to liability or amount. Submission shall be within two years of the accrual of the contract claim involved. The Real Estate Contracting Officer’s decision concerning the contract dispute shall be binding on the parties unless the Lessor appeals the matter to the FAA ODRA. The Real Estate Contracting Officer, upon request, will provide information relating to submitting a dispute.  
(Promulgated by ASW, 3/04)

f. **LESSOR’S SUCCESSORS** - The terms and provisions of this lease and the conditions herein bind the LESSOR and the LESSOR’s heirs, executors, administrators, successors, and assigns.

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



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**h. GENERAL HEALTH AND SAFETY STANDARDS** – 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 premises and areas connected to or integrated with the leased premises. 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.

**i. FIRE AND SAFETY REQUIREMENTS** - 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 premises (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 RECO, 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.

**j. INDOOR AIR QUALITY** - 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 (CO<sub>2</sub>), 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); CO<sub>2</sub> - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased premises 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 FAA HVAC Checklist shall be reviewed with the Preconstruction checklist at the preconstruction meeting.

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.

**k. OSHA REQUIREMENTS** - 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).

**l. RADON** - Radon levels in leased premises 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.

**m. WARRANTY OF SPACE** –

(a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the LESSOR warrants that all leased premises to the Government under this contract, spaces above suspended ceilings in the leased premises, air plenums elsewhere in the building which service the leased premises, engineering spaces in the same ventilation zone as the leased premises, 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 RECO 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 premises 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 RECO.

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(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 leased premises to the Government, spaces above suspended ceilings in the leased premises, air plenums elsewhere in the building which service the leased premises, public spaces, engineering spaces in the same ventilation zone as the leased premises 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.

n. **NON-RESTORATION** - The FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the LESSOR in writing.

o. **FACILITY SECURITY** - Security requirements for Government occupied space must meet minimum security accreditation standards for the type of facility covered under 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 solicitation. 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:

A final security assessment of the building shall be conducted to determine any additional security upgrades required to meet accreditation. The LESSOR shall provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

p. **PERSONNEL SECURITY** -

**Suitability Requirements for Individual(s) Employed or Hired by the LESSOR**

(1) The LESSOR shall provide a level of security, which reasonably deters unauthorized access, loitering, or disruptive acts to the premises leased by the government at all times.

(2) When the LESSOR provides services under the terms of this Lease, (e.g., janitorial, construction, maintenance, property management, or alterations/repair services), the Government may conduct background investigations of individual(s) employed or to be hired by the LESSOR to perform such services.

(3) Individual(s) will not be permitted unescorted access to provide services in or upon the Leased premises until the FAA Servicing Security Element (SSE) has received the documentation outlined in subparagraph (d), (i), (ii), and (iii), below and provided written authorization for the individual(s) to begin work.

(4) No later than ten (10) calendar days after the effective date of this Lease, (or the effective date of Supplemental Lease Agreement [SLA] or modification if this provision is included by SLA or modification to an existing lease), the LESSOR shall submit the following documentation for all individual(s) employed or hired by the LESSOR for whom unescorted access to the premises is required. Such documentation shall be submitted to the Government representative as designated by the RECO (RECO), or designee, for an access suitability determination.

(a) A completed FBI Fingerprint Card, FD-258 (single sheet). The Government will provide information pertaining to the location of fingerprint facilities. Each fingerprint card shall be printed in black ink or typewritten with all questions completed and is to be signed and dated by the applicant. The LESSOR will be responsible for all expenses associated with fingerprinting;

(b) A completed Identification Card/Credential Application, DOT Form 1681, with appropriate pictures of applicant; and,

(c) A Questionnaire for Public Trust Positions, Standard Form 85P, shall be completed and signed by the applicant in accordance with applicable instructions.

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- (5) The Government shall notify the LESSOR when individual(s) employed or hired by the LESSOR have been approved for unescorted access to the Leased premises.
- (6) The LESSOR and all individuals employed or hired by the LESSOR shall display a Government issued identification badge when visiting or providing services in or upon the Leased premises and shall abide by all facility security measures as required by the Government
- (7) The LESSOR shall submit the documentation required in subparagraph (d), (i), (ii), and (iii) of this Clause for any new individual(s) employed or hired by the LESSOR to perform services under this Lease. Such information shall be submitted to the Government within ten (10) calendar days of employment and/or hiring by the LESSOR.
- (8) The LESSOR will immediately remove from the Leased premises any individual(s) employed or hired by the LESSOR to perform services under this Lease when the government has determined such individuals to be unsuitable for continued access to the Leased premises.
- (9) Exemptions from Suitability Requirements
- (a) Certain positions may be determined by the Government to be exempt from background investigative requirements. However, individual(s) employed or hired for such positions shall be escorted at all times while in or upon the Leased premises by FAA personnel located on-site or by an individual(s) employed or hired by the LESSOR, who has been properly investigated, favorable adjudicated, and authorized to provide escort services.
- (b) When the Government determines any positions(s) to be exempt from investigative requirements, individuals employed in such positions are not required to complete the documentation as specified in subparagraph (d), (i), (ii), and (iii) of this Clause.

#### Reporting Requirements

- (1) The LESSOR shall submit an initial report (to coincide with the effective date of this Lease) and subsequent quarterly reports (throughout the term of this Lease), providing the following information to the RECO, on or before the fifth day following each reporting period: A complete listing by full name, in alphabetical order, with the date of birth, place of birth (city, state, country), and position title of all individuals employed or hired by the LESSOR who will have or may require access to the Leased premises during the reporting period.
- (2) The LESSOR shall notify the Government within one (1) day upon termination of any individual(s) employed or hired by the LESSOR to perform services under this Lease.

#### Foreign Nationals Employed or Hired by the LESSOR

- (1) Each individual(s) employed or hired by the LESSOR to perform services under this Lease is to be a citizen of the United States of America, 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 United States Immigration and Naturalization Service that employment will not affect his/her immigration status.
- (2) Aliens and foreign nationals employed or hired by the LESSOR to perform services under this Lease must have resided within the United States for three (3) years of the last five (5) years unless a waiver of this requirement has been granted by the SSE in accordance with FAA regulations.

#### Government-Issued Keys, Identification Badges, Access Control Cards and Vehicle Decals

- (1) It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to the LESSOR or to individual(s) employed or hired by the LESSOR to perform services. Immediately upon completion or termination of the Lease, the LESSOR shall return all such Government-issued items to the issuing office with notification to the RECO, or designee. When individuals who have been issued such items are terminated or are no longer required to perform work, the Government-issued items shall be returned to the Government within three (3) workdays. Improper use, possession or alteration of FAA issued keys, ID cards, access control cards is a violation of security procedures and is prohibited.
- (2) In the event such keys, ID cards, vehicle decals or access control cards are not returned, the LESSOR understands and agrees that the Government may, in addition to any other withholding provision of the Lease, withhold fees to cover the cost of replacement for each key, ID card, vehicle decal and access control card not returned. If the keys, ID cards, vehicle decals, or access control cards are not returned within 30 days from the date the withholding action was initiated, the LESSOR will forfeit any amount so withheld.
- (3) Access to aircraft ramp/hangar areas is authorized only to those individuals displaying a flight line identification card and for vehicles, a current ramp permit issued in accordance with Federal Aviation Regulations.
- (4) The Government retains the right to inspect, inventory, or audit ID cards, keys, vehicle decals, and access control cards issued to the LESSOR or individual(s) employed or hired by the LESSOR to perform services in connection with the Lease at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of subparagraph (b) above shall apply.

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(5) Keys and access control cards shall be obtained from the RECO, or designee, who will require the LESSOR, or individual(s) employed or hired by the LESSOR to perform services, to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the RECO, or designee, and the (RECO, or designee, to insert name of SSE staff and facility management office)

(6) Each individual(s) employed or hired by the LESSOR, during all times of on-site performance at the Government-leased facility, shall prominently display his/her current and valid identification card on the front portion of his/her body between the neck and waist.

(a) Individual(s) employed or hired by the LESSOR to perform services under this Lease shall submit complete documentation required under 1, Suitability Requirements for Individual(s) Employed or Hired by the LESSOR, above, and be authorized by the SSE to begin work prior to obtaining any ID media or vehicle decals.

(b) To obtain the ID card, each individual shall submit a DOT 1681 Form, signed by the individual and authorized by the RECO, or designee. The DOT 1681 shall be submitted at the same time the documentation outlined in 1, Suitability Requirements for Individual(s) Employed or Hired by the LESSOR, above is submitted. The DOT 1681 shall contain, at a minimum, under the "Credential Justification" heading, the name of the LESSOR, the Lease number or the appropriate acquisition identification number, the expiration date of the Lease or the service (whichever is sooner), and the required signatures. This paperwork shall be submitted to [RECO, or designee, to insert the name and location of the SSE staff] by the LESSOR in a sealed envelope either hand carried by the LESSOR or sent via U.S. mail to: [RECO or designee to insert mailing address]. The LESSOR will be notified when the DOT 1681 has been approved and is ready for processing by the [RECO, or designee, to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by contacting [RECO, or designee, to insert point of contact with phone number].

(c) The LESSOR shall receive and sign for each ID card issued on the reverse of the DOT 1681. The Government, for accountability purposes, will track the DOT 1681.


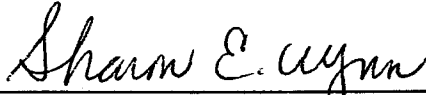
(7) The LESSOR is responsible for ensuring final out-processing is completed for all departing individuals employed or hired by the LESSOR. Final out-processing will be completed by close of business the final workday for all individual(s) employed or hired by the LESSOR or the next day under special conditions. Contractor employee clearance forms, (RECO, or designee, to insert name of local contractor employee clearance form), will be completed by the LESSOR for each individual(s) employed or hired by the LESSOR to perform services, and copies will be distributed to the RECO, or designee, and the SSE, (RECO, or designee, to insert SSE staff) upon completion of such forms.

**q. The following clauses are incorporated by reference:** The full text of these clauses can be found via Internet at Space Lease Form

1. DEFAULT BY LESSOR (10/96)
2. COMPLIANCE WITH APPLICABLE LAWS (10/96)
3. OFFICIALS NOT TO BENEFIT (10/96)
4. COVENANT AGAINST CONTINGENT FEES (8/02)
5. ANTI-KICKBACK (10/96)
6. EXAMINATION OF RECORDS (10/96)
7. ELECTRONIC FUNDS TRANSFER (EFT) (11/97)
8. ASSIGNMENT OF CLAIMS (10/96)
9. SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (10/96)
10. INTEGRATED AGREEMENT (10/96)
11. EQUAL OPPORTUNITY (10/96)
12. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96)
13. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)

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

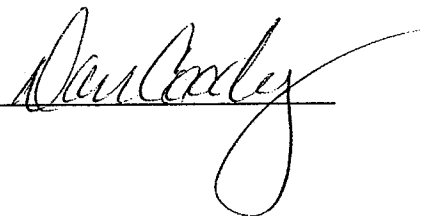
|  |   |                            |
|--|---|----------------------------|
| <b>8a. NAME AND TITLE OF LESSOR/OWNER (Type or Print)</b><br>CITY OF FAYETTEVILLE, ARKANSAS<br>TAX ID # _____                                | <b>8b. SIGNATURE OF OWNER</b><br>                           | <b>8c. DATE</b><br>7/22/04 |
| <b>THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.</b> |   |                            |
| <b>9a. NAME OF REAL ESTATE CONTRACTING OFFICER (Type or Print)</b><br>SHARON E. WYNN   | <b>9b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER</b><br> | <b>9c. DATE</b><br>8-13-04 |

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CORPORATE CERTIFICATE

I, DAN Goody, certify that I am the Mayor of the Corporation  
named in the foregoing agreement, that I am who signed on behalf to said corporation,  
was then MAYOR thereof, that said agreement was duly signed for and in behalf of said  
corporation by authority of its governing body, and is within the scope of its corporate powers.

Dated this 20th day of July, 2004

Signed by 

CORPORATE SEAL