

## **ANTENNA AND RACK SPACE LEASE**

**Between**

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

**And**

**CITY OF MERCED**

**Lease No. DTFAWN-16-L-00059  
ASOS, BUEC, & RTR Rack Space  
Merced, CA**

This lease is entered into by and between the City of Merced whose address is 678 W 18th Street, Merced, CA 95340 and interest in the property hereinafter described is Owner hereby referred to as Lessor, and the United States of America, hereinafter referred to as the Government or the FAA.

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

1. DESCRIPTION (10/96) - The Lessor hereby leases to the Government the following described premises, which shall be related to the FAA's activities in support of Air Traffic operations:  
  
A 10ft x10ft area situated in the county break room of the Merced Regional Airport/Macready Field terminal airport building, as well as the associated antenna located on the roof of the terminal building.
2. TERM (8/02) - To have and to hold, for the term commencing on October 1, 2016 and continuing through September 30, 2036 inclusive, provided that adequate appropriations are available from year to year for the payment of rentals.
3. 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. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.

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4. CONSIDERATION (NO COST) (8/02) - The FAA shall pay the Airport no monetary consideration, it being mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.
5. HOLDOVER (7/14) – 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.
6. 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.
7. SERVICES AND UTILITIES (To be provided by Lessor as part of rent.) (10/08)  
Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.
  - A. ELECTRICITY
  - B. SNOW REMOVAL
  - C. GROUND MAINTENANCE
  - D. OTHER SERVICES
8. 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 un-tenantable 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.
9. MAINTENANCE OF THE PREMISES (01/16) - The Lessor will maintain the demised premises, including the grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this lease, in good repair. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with OSHA and National Fire Protection Association (NFPA) 70 electrical code.
10. ELECTRICAL SAFETY (01/16) - 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:

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

The Lessor must ensure that electrical equipment and infrastructure meets minimum clear working space requirements in accordance with 29 CFR 1910.303 and NFPA 70 Article 110.26, and is properly maintained and documented in accordance with NFPA 70E. Any change in the electrical equipment would require a review of the current arc flash warning labels to determine if the arc flash warning labels posted meet the current safety requirements.

All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols* and requirements ANSI Standard Z53, *Series of Standards for Safety Signs and Tags*.

- 11. 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.
- 12. CONTRACT DISPUTES (11/03) - All contract disputes and arising under or related to this lease contract 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:

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

A contract dispute against the FAA will 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.

13. PROTEST (NOV-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.

C. Protests shall be in writing and shall be filed at:

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

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.

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

14. INTERFERENCE (10/08) - Should there be interference with the Lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment then the Lessor will correct the problem immediately.
15. HOLD HARMLESS (10/96) - In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671. et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
16. CLAUSES INCORPORATED BY REFERENCE: The clauses identified below are incorporated by reference. The full text of these clauses can be found via the Internet at <http://fast.faa.gov>.
  - A. ANTI-KICKBACK (7/14)
  - B. ASSIGNMENT OF CLAIMS (10/96)
  - C. CERTIFICATION OF REGISTRATION IN SAM - REAL PROPERTY (1/13)
  - D. COMPLIANCE WITH APPLICABLE LAWS (10/96)
  - E. CONTRACTOR IDENTIFICATION NUMBER - "DATA UNIVERSAL NUMBERING SYSTEM" (DUNS) NUMBER (1/13)
  - F. COVENANT AGAINST CONTINGENT FEES (8/02)
  - G. DEFAULT BY LESSOR (10/96)
  - H. EXAMINATION OF RECORDS (8/02)
  - I. INSPECTION (10/96)
  - J. LESSOR'S SUCCESSORS (10/96)
  - K. NO WAIVER (10/96)
  - L. OFFICIALS NOT TO BENEFIT (10/96)
  - M. PAYMENT BY ELECTRONIC FUND TRANSFER (1/13)
  - N. SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (7/14)
  - O. SYSTEM FOR AWARD MANAGEMENT - REAL PROPERTY (1/13)
16. NOTICES: All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

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TO THE LESSOR:  
City of Merced  
678 W 18<sup>th</sup> St  
Merced, CA 95340

TO THE GOVERNMENT:  
Federal Aviation Administration  
Real Estate & Utilities Group, ALO-820  
1601 Lind Ave SW  
Renton, WA 98057

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

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**CITY OF MERCED**

BY

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Signature

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Title

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Date

**UNITED STATES OF AMERICA**

BY

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Signature

Real Estate  
Contracting Officer


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Title

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Date

**APPROVED AS TO FORM:**

 1-17-2017

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**TERMINAL/SECURED WAITING BUILDING FLOOR PLAN**  
SCALE 1/8" = 1'-0"