

LEASE AGREEMENT

BETWEEN

CITY OF MILWAUKEE/

BOARD OF HARBOR COMMISSIONERS

AND THE

UNITED STATES OF AMERICA

(UNITED STATES COAST GUARD)

This Lease is for approximately 7.4 acres of land located at
2420 S. Lincoln Memorial Drive

Term: October 1, 2011 – September 30, 2012 with
a 25 year option, renewable annually, from
October 1, 2012 through September 30, 2037

LEASE AGREEMENT

Lease Agreement made as of the 1st day of October, 2011 (the "Effective Date"), by the CITY OF MILWAUKEE, a Wisconsin municipal corporation, by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the "City") and the United States of America, acting through the United States Coast Guard (and hereinafter referred to as the "Government").

WHEREAS, the City and the Government previously entered into a written lease agreement dated July 1, 1964 (the "Original Lease"), whereby the City hereby leased unto the Government the real property upon which the Government has made and owns improvements and comprised of approximately 7.4 acres of land (hereinafter referred to as the "Property"), located at 2420 S. Lincoln Memorial Drive, Milwaukee, Wisconsin. The Property leased under this new lease is more particularly described in Exhibit A, Legal Description and Exhibit B, Site Plan, which are affixed hereto; and

WHEREAS, the City and the Government now desire to enter into a new lease and supersede the term of the Original Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Lease (the "Lease") is entered into by the parties under the following terms and conditions and the terms and conditions set forth on Attachment 1, General Clauses, which is attached to this Lease and incorporated here by reference:

1. **Term.** The City hereby leases the Property to the Government to have and to hold the Property with their appurtenances for the twelve-month term beginning on the Effective Date and continuing through September 30, 2012 (the "Initial Term"), subject to termination and renewal rights as may be hereinafter set forth. Subject to the availability of funds, this Lease may, at the option of the Government, be renewed through September 30, 2037 (the "Option Period") provided notice be given in writing to the City at least 30 days before the end of the Lease term or any renewal term. If the Government chooses not to renew the Lease, the Lease will expire on its own terms on September 30, 2014. This Lease in no event will extend beyond September 30, 2037. All other terms and conditions of this Lease shall remain the same.

(A) **Availability of Funds.** The Government's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the Government for payment of any money shall arise unless funds are made available to the Contracting Officer for the procurement. The Government shall notify the City immediately if funds do not become available. For any Federal Fiscal year, which runs from October 1 to September 30 annually, the Government's obligation to pay rent or any other charge under this Lease is contingent upon the appropriation of funds for the purpose of this

Lease and is further contingent upon the availability of funds from which payment for rent or other charges under this Lease can be made.

2. **Rent.**

(A) The City acknowledges that the Government currently maintains on the Property both: (a) one of many Coast Guard Stations along Lake Michigan (the “USCG Station”); and (b) the only Lake Michigan Sector Command headquarters, with approximately 35 personnel associated therewith (the “Command”), which Command provides a substantial benefit to the City and its residents. In light of this substantial benefit, the City hereby agrees that the Government shall pay to the City an annual rent of \$1.00 in arrears for the entire Property for so long as the Government maintains the Command at the Property.

(B) If all or substantially all of the Command is relocated away from the Property, the annual rental payment to the City under this Lease Agreement shall be adjusted as of the date of such relocation (the “Rent Adjustment Date”) to an amount equal to the “Post-Command Rent” (defined below), which shall be payable the subsequent fiscal year and annually thereafter at the end of each fiscal year in arrears. The annual Post-Command Rent shall be equal to \$13,000 per acre multiplied by the percentage increase in the CPI from the Effective Date through the Rent Adjustment Date. “CPI” means the “Consumer Price Index for All Urban Consumers, U.S. The Average, All Items (1982-84=100)” published by the United States Bureau of Labor Statistics and found on-line at <http://www.bls.gov> (or a reasonably equivalent index if such index is discontinued). The Post-Command Rent shall then be increased by fifteen percent (15%) on the fifth anniversary of the Rent Adjustment Date and every five (5) years thereafter throughout the Option Period.

(C) Rent shall be made payable to:

Wayne F. Whittow
City Treasurer
P.O. Box 514062
Milwaukee, WI 53203-3462

Payment shall be made via Electronic Funds (EFT), and the City shall register in the Central Contractor Registration (CCR) in accordance with the instructions provided on the CCR website www.ccr.gov. Payments shall be made by the Coast Guard Finance Center.

Commanding Officer, U.S. Coast Guard Finance Center, 1430A Kristina Way, Chesapeake, Virginia 23326-0240; 757-523-6940/800-564-5504;
https://www.fincen.uscg.mil/secure/ph_menu.htm

3. Use of the Property.

A) The Government shall use the Property as a U.S. Coast Guard Station, including the Command and for such other United States Coast Guard purposes as are incidental to the Government's national defense mission, including but not limited to military training, equipment storage, buildings and vehicle parking facilities. Additional uses of the Property, not related to national defense, are not permitted without the prior written approval of the Municipal Port Director. All costs and expenses incident to the use, development and maintenance of the Property shall be the responsibility of the Government.

B) The Property included in this Lease Agreement is expanded from the Property included in the Original Lease by approximately 0.34 acres (labeled "Area A" depicted in Exhibit B) for cutter mooring. This Coast Guard Cutter Mooring is intended for the safe, secure, and convenient berthing of large Coast Guard vessels operating in the area. To assure the safe navigation and maneuvering of other harbor related commercial vessels, such as the Lake Express and possible cruise ships, the must obtain prior approval of the City before double breasting its vessels at the Coast Guard Cutter Mooring from April 15th through November 30th each year.

The pier side use of the additional land area will be only for the security and direct support of cutters while they are berthed at the dock. Storage of goods and equipment will be temporary during vessel calls.

The Government acknowledged that vehicles of all descriptions may park right up to the Property fence line and that other public activities may take place immediately outside the fence line.

4. Occupancy Subject to Existing Easements and Restrictions.

The Government's occupancy of the Property is subject to any recorded easements and restrictions of record.

5. Termination and Vacation.

(A) Notice. The Government may terminate this Lease at any time, by giving at least one hundred eighty (180) days notice in writing to the City, and no rent shall accrue after the effective date of termination, subject to the provisions of Section 12 of this Lease. Said notice shall be computed commencing with the date of receipt by the City through transmittal as described in Section 21, hereof, entitled "Notice." This Lease or any renewal thereof will terminate automatically on September 30th of each year if adequate appropriations are not available for the payment of annual rent as well as any other monetary obligations contained herein for the fiscal year, which begins on October 1st and ends on September 30th. The Government's obligation is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made.

(B) Vacation. The Government shall vacate the Property upon the expiration of this Lease. Except as described in Section 12 hereof, entitled the “Status of Improvements,” the Property shall be returned to the City by the Government in substantially the same, bare ground condition in which it was received.

6. **Default**. The occurrence of one or more of the following events shall constitute default under the terms of this Lease:

(A) Abandonment. The Government abandons the Property for a period of thirty (30) days. Mobilization or temporary relocation of personnel or equipment shall not be considered abandonment.

(B) Delinquency Payments. The Government is delinquent in any payments due under this Lease required to be made by the Government hereunder and such delinquency continues for at least sixty (60) days after notice thereof in writing to the Government.

(C) Covenants. The Government shall breach any material covenant or agreement herein contained to be kept, observed and performed by the Government, and such breach shall continue for sixty (60) days after notice thereof in writing to the Government; or

(D) Conveyance. The Government shall make any assignment, transfer, conveyance or other disposition of its interest in the Property without the express written consent of the City.

Upon default, it shall be lawful for the City to provide the Government with 180 days notice to vacate the premises. If the Government breaches any material, covenant, agreement, condition or undertaking herein contained but commences to eliminate the cause of such default within sixty (60) days and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default, then the City shall not have the right to terminate this Lease. However, the curing of any default in such manner shall not be construed to limit or restrict the right of the City to declare this Lease ended and terminated as the result of the Government not curing another condition of default, and to enforce all of the City's rights and remedies hereunder for any other default not so cured.

7. **Maintenance and Housekeeping**. Maintenance, housekeeping and cleanliness shall be the responsibility of the Government, which at all times will keep the Property and all improvements thereon in a clean, neat, orderly and well-maintained appearance. During 2012 or as soon thereafter as possible the perimeter of the Property visible to the public along South Lincoln Memorial Drive shall be landscaped by the Government and fenced and finished to a visual level which protects and screens activity from within and presents an attractive outside view (the “Screening Project”), subject to the availability of appropriated funds. A current example would be the fencing and ivy installed by Milwaukee World Festivals along Harbor Drive at the North Harbor Tract. The Government shall submit detailed plans and specifications

for the Screening Project to the City for its review and approval and the City shall approve or provide its reasonable written objections thereto within sixty (60) days after receipt of such plans. The City retains the right to inspect the Property at all reasonable times subject to national security requirements. The Government shall be required to grant access to the Property at such times, provided that the City shall give the Government, including Senior Officer of the Sector, twenty-four (24) hours advance notice of such an inspection. The City recognizes the security requirements for certain the Government operations conducted on the Property. Inspections shall not be made on drill weekends or mobilization periods, except in the case of emergencies. The Government will provide a schedule of these events to the City.

8. **Utilities.** The Government shall be solely responsible for the installation and purchase of all utility services required by the Government during the term of this Lease.

9. **Assignment and Subleasing.** Except with the prior written consent of the City, the Government shall not assign any interest in this Lease, nor sublet any portion of the Property.

10. **Government's Liability.** Federal Government cannot indemnify. An agreement to indemnify is an agreement to assume financial, legal, or other liabilities on behalf of the other party. Neither the Coast Guard nor any person in the Coast Guard may agree to indemnify any other party absent specific federal statutory authorization. Federal law, 31 U.S.C. §1341(a)(1)(A) and 1341J(a)(1)(B), commonly referred to as the Anti-Deficiency Act, prohibits all officers and employees of the United States from making or authorizing expenditures or obligations exceeding appropriated funding and from obligating payment of money before it is appropriated.

The Government in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 U.S.C. §2671-2680), shall be liable for claims for damages or cost and expenses, including but not limited to fire damage, loss of property, personal injury or death caused by the acts or omissions of the Government, its officers, invitees, employees and agents in the use of the Property.

The City shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are solely caused by or result from the use by the Government or its representatives, agents, contractors and assigns, of the Property, unless such injuries are caused solely by the negligence of the City. The City reserves all rights, legal or equitable, against the United States Government for any damages, losses, costs or injuries suffered by the City as a result of the United States Government's operations under this agreement.

11. **Insurance.** The Government, being the Government of the United States of America, is a self-insured entity. The Government shall assure compliance with all applicable Worker's Compensation Laws and Federal Acquisition Regulations regarding Worker's

Compensation requirements for its agents and contractors to the extent such laws are or may be applicable.

12. **Status of Improvements.** Subject to paragraph B of this Section, the Government shall vacate the Property at the termination of the Lease or within eighteen (18) months after termination of this Lease free and clear of all improvements, materials and equipment and shall return the Property to the City as bare ground and as subject to the availability of appropriated funds. In the alternative, the City in its sole option may elect to accept the improvements in the condition that then exists.

(A) Subject to paragraph B of this Section, the Government shall make no additional substantial improvements upon the Property including any new fencing along the additional 0.34 acres of the Property designated as “Area A” and shown in green on Exhibit B during the term of this Lease without the prior written consent of the City and such consent shall not be unreasonably withheld. The City acknowledges the Government has made improvements to the Property under a Lease between the City of Milwaukee and the United States of America, dated July 1, 1964, which are depicted in Exhibit B attached hereto and incorporated into this Lease by reference.

(B) The Government shall have the right, during the term of this Lease, to make alterations, attach fixtures, and erect additions, structures, or signs upon the Property. Such fixtures, additions or structures shall be and remain the property of the Government and shall be removed from the Property by the Government prior to the termination of this Lease, or within eighteen (18) months after termination of this Lease subject to the availability of appropriated funds, unless the Government and the City by mutual written agreement provide for a different disposition.

Rent shall continue to be paid during this period pursuant to Section 2 above, and the Government shall during this period, comply with all of its remaining obligations under this Lease.

13. **Taxes.** The Government, being the Government of the United States of America, is not responsible or liable for any real property or personal property taxes, personal taxes, or assessments levied or assessed upon or against the Property. The Government will only be responsible and liable for such taxes found to be applicable by law.

14. **Closeout Condition Survey.** The Government and the City will jointly conduct a Condition Survey of the Property, to include its environmental condition, at the termination of this Lease. This Condition Survey shall be conducted by an expert environmental consulting firm approved by both the City and the Government. It shall be completed no less than ninety (90) days prior to the final termination date of this Lease and shall be documented in a Condition

Survey Report prepared by the Consultant and signed by duly authorized representatives of both the Government and the City. This Closeout Survey report will show any property damaged, contaminated, or destroyed during the Lease term.

15. Compliance with Laws and Orders.

The Government agrees to observe fully and to comply with any applicable lawful rule, regulation or directive which shall emanate from any state, federal or local departments or agencies having jurisdiction.

16. Destruction. If the improvements upon the Property are damaged by casualty so as to render the Property untenable, and if the damages cannot be repaired within one hundred eighty (180) days from the date of said casualty, this Lease shall terminate as of the date of such casualty unless otherwise agreed to by the City and the Government in writing. In the event of any such termination, the parties shall have no further obligations to the other, except for those obligations accrued through the effective date of such termination; and, upon such termination, the Government shall immediately surrender possession of the Property to the City subject to terms and conditions outlined in Section 12.

17. Environmental Compliance and Obligations.

(A) The term "Environmental Laws" shall mean and include (a) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984; (b) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601-9657; (c) the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812; (d) the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq.; (e) the Clean Air Act, 42 U.S.C. § 7401, et. seq.; (f) the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136, et. seq.; (g) where applicable to the Federal Government, Chapters 280-299 of Wisconsin Code; and all similar federal, state, or local environmental laws, ordinances, rules, codes and regulations, and as any of the foregoing may have been amended, supplemented, or supplanted and any other federal, state or local laws, ordinances, rules, codes and regulations now existing relating to the environment or the regulation or control or imposing liability or standards of conduct concerning toxic or hazardous waste, substances or materials; and

(B) The term "Hazardous Substance" shall mean and include any, each and all substances or materials regulated pursuant to any Environmental Laws, including, but not limited to, any such substance, emission or material now defined as or deemed to be a regulated substance, hazardous waste or any similar or like classification or categorization there under, provided, however, that Hazardous Substances shall not include materials used or stored in connection with the operation or maintenance of the Leased Property and in compliance in all

material respects with all Environmental Laws, including petroleum products and any waste products generated therefrom.

(C) Compliance with Environmental Regulations. The Government shall fully comply with all applicable Environmental Laws statutes, regulations, or other applicable requirements imposed by any federal, state, or municipal agency with respect to the environmental condition of the Property and/or with respect to any activities or operations that the Government may conduct upon the Property (hereinafter referred to as "Environmental Requirements"). The Government shall not cause, permit or suffer the existence or commission by the Government, its agents, employees, contractors or invitees, of any violation of any Environmental Requirements upon, about or beneath the Property or any portion thereof.

(D) Hazardous Substances/Materials. Commonly used hazardous substances are necessary to the conduct of the business of the Government and will be stored, used, and disposed of in a manner that complies with all applicable Environmental Requirements. Copies of hazardous materials and hazardous wastes documentation, as required by applicable Federal and State law, can be made available to the City upon request.

(E) Obligation to Investigate, Test and/or Remediate. The Government will be responsible for taking all actions to remediate the environmental condition of the Property which may be required by any applicable federal, state or local laws, ordinances, rules, codes and regulations which remediation is necessitated from, or attributable to, the presence upon, about, or beneath the Property of any "hazardous substances" or any violation of Environmental Requirements caused by the presence of and/or activities or operations conducted by the Government upon the Property. The Government agrees to allow entry upon the Property by the City, or agents, contractors or employees of the City for purposes of conducting environmental audits and/or other tests to determine the impact of the Government's presence and/or activities or operations upon or with respect to the Property upon the environmental condition thereof. This right of entry shall be at a reasonable time mutually agreed upon and is subject to National Security requirements. The City shall give the Government, including Senior Officer of the Sector, 24 hours advance notice of such desired entry to the property. If sampling is done, the City shall split samples and provide to the Government one set of samples, if requested, and shall also provide copies of any reports or other documentation produced as a result of such entry. Any hazardous substance release to the soil by the Government which requires notification under applicable environmental regulations shall also be reported to the City.

(F) Survival of Obligations. The Government's obligations with respect to the environmental condition of the Property (as more fully set forth in subparagraphs (A) through (D)

above) shall survive the expiration or termination of this Lease, in accord with applicable federal, state, and local law.

(G) Nothing in this agreement shall be deemed to be or constitute a waiver by the City of any defense available to it as a governmental entity pursuant to 42 U.S.C. § 9601 (35) (A) (ii) and § 9607 (b) (3) or Wis. Stat. § 292.11(9)(e), 292.23(2), 292.24(2) and 292.26.

18. **Time of the Essence.** It is expressly understood and agreed to by the parties hereto that time is of the essence for each term and provision of this Lease.

19. **Waiver.** One or more waivers by any party of any covenant or condition of this Lease shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

20. **Sole Agreement and Amendment.** This Lease and the attached Exhibit A, Legal Description B, Site Plan, and Attachment 1, General Clause contain all of the agreements and covenants made between the parties and shall be binding upon the parties, hereto and their respective successors and assigns, and may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Lease.

21. **Notice.** Any notice provided for herein or given pursuant to this Lease, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, or by receipted personal delivery to the parties as follows:

To the City:

BOARD OF HARBOR COMMISSIONERS
2323 S. Lincoln Memorial Drive
Milwaukee, WI 53207
Attention: Municipal Port Director

To The Government:

Commanding Officer
U.S. Coast Guard
Civil Engineering Unit
1240 E. 9th Street
Cleveland, OH 44199

22. **Governing Law.** This Lease shall be governed by Federal Law and internal laws of the State of Wisconsin where applicable.

Both parties understand that the City is bound by the Wisconsin Public Records Law. The Government shall comply with any applicable Open Records Laws.

23. **Severability.** If any term or provision of this Lease or any exhibits hereto, or the application thereof to any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Lease and exhibits, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by applicable law.

24. **Officials Not to Benefit.** No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

25. **Contingent Fees.** The City warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the City for the purpose of securing business.

26. **Examination of Records.** Until the expiration of three (3) years after final payment of the agreed rental, the City agrees to maintain records associated with this Lease and to allow the Comptroller General of the United States or any duly authorized representative access to and the right to examine any directly pertinent books, documents, papers and records of the City involving transactions related to this Lease.

27. **Authorization.** The undersigned signatories to this instrument represent that they are duly authorized to contract on behalf of their respective entities.

28. **Nondiscrimination.** The Government hereby agrees that in its use of the Property and in its activities undertaken pursuant hereto it shall not discriminate, permit discrimination or restriction on the basis of race, sexual orientation, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin.

29. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Lease. The terms "Board of Harbor Commissioners" and "City" whenever used herein shall mean and include the Board of Harbor Commissioners of the City of Milwaukee and/or its successors and assigns in authority, as the context may require.

30. **Approval.** IT IS FURTHER AGREED AND UNDERSTOOD that this Lease must be submitted to the Common Council of the City of Milwaukee and that the same must be approved by the Common Council and its execution authorized.

31. **Ownership.** The City affirms and warrants that the City owns/possesses the Property and such Lease is and will be effective for and bind all heirs, assignors, executors, administrators and successors and the City for the described Property.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers executed this Lease Agreement under seal as of the day and year first above written.

CITY OF MILWAUKEE

Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

W. Martin Morics, City Comptroller

BOARD OF HARBOR COMMISSIONERS

Timothy K. Hoelter, President

Donna C. Luty, Secretary

THE UNITED STATES OF AMERICA

STATE OF OHIO
CUYAHOGA COUNTY

Personally came before me this _____ day of _____, 20____,
_____, the _____, and _____, the
_____, of the UNITED STATES COAST GUARD who by its authority and on
its behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of OHIO

My Commission Expires _____

Lease # _____
Location/Use _____

Statement to the File

The undersigned employee of the Government hereby attests that said employee has the authority to enter into this Lease on behalf of the United State Government, acting by and through the United States Coast Guard. The undersigned has no interest, direct or indirect in the property contained in this Lease. The undersigned executes this Lease in compliance with all known statutes, regulations, Executive Orders, management and budget circulars, Commandant Instructions and policies.

Signature Name and Date

Typed name and Title

APPROVED as to Form and Execution this
_____ day of _____, 20____.

Assistant City Attorney

EXHIBIT A

Legal Description

(to be attached following resolution of final property line and
completion of government survey)

MUNICIPAL CERTIFICATE

I, Donna Luty, certify that I am the Board of Harbor Commissioner's Secretary of the Municipality named in the attached agreement; that the following individuals who signed said agreement on behalf of the Municipality hold the official offices shown of said Municipality:

Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

W. Martin Morics, City Comptroller

Timothy K. Hoelter, President-Board of Harbor Commissioners

Said agreement was duly signed for and on behalf of said Municipality by authority of its governing body, and is within the scope of its Municipal powers.

Donna Luty, Secretary

SEAL

My commission expires: _____

GENERAL CLAUSES

(Simplified Leases)

(Acquisition of Leasehold Interests in Real Property for Leases up to \$100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.
3. The following clauses are incorporated by reference:

GSAR 552-203-5	COVENANT AGAINST CONTINGENT FEES (FEB 1990) (applicable to leases over \$100,000)
GSAR 552-203-70	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEPT 1999) (applicable to leases over \$100,000)
FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEPARMENT (JAN 2005) (applicable to leases over \$25,000)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) (applicable to leases over \$500,000)
FAR 52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999) (applicable to leases over \$500,000)
GSAR 552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005) (applicable to leases over \$500,000 if solicitation requires submission of the subcontracting plan with initial offers)
GSAR 552.219-73	GOALS FOR SUBCONTRACTING PLAN (JUN 2005) (applicable to leases over \$500,000 if solicitation requires submission of the subcontracting plan with initial offers)

INITIALS: _____ & _____
LESSOR GOVERNMENT

GSA FORM 3517A PAGE 1 (REV 11/05)

FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002) (applicable to leases over \$10,000)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (applicable to leases over \$10,000)
FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (applicable to leases over \$25,000)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (applicable to leases over \$10,000)
FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (applicable to leases over \$25,000)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (SEP 1999) (applicable to leases over \$2,500)
GSAR 552.232-75	PROMPT PAYMENT (SEP 1999)
GSAR 552.232-76	ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)
FAR 52.233-1	DISPUTES (JUL 2002)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (applicable when cost or pricing data are required for work or services over \$500,000)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (applicable when the clause at FAR 52.215-10 is applicable)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163

INITIALS: _____ & _____
LESSOR GOVERNMENT

GSA FORM 3517A PAGE 2 (REV 11/05)