

EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)
San Bernardino NF
602 S. Tippecanoe Ave.
San Bernardino, CA 92408
scolliercrisp@fs.fed.us (909)929-7052

AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS
RELATING TO THIS AGREEMENT
 AGREEMENT NUMBER
AG-9A14-P-16-5005

EFFECTIVE DATES
August 8, 2016 b. End of Incident

OWNER (name, address, phone number-include day/night/cell/fax)
City of Redlands/Redland Municipal Airport
Quality of Life Department
35 Cajon St., Suite 222; Redland, CA 92373
 Office: (909)798-7655 Ext. 7355 Fax: (909)796-7697
 DUNS: 094712205
 EIN/SSN:
 PAYMENT ADDRESS: [] Same as above, or

INCIDENT NAME: **Pilot Fire**
 INCIDENT NUMBER: **CA-BDF-10205**
 RESOURCE ORDER NUMBER: **S-1148**
 JOB CODE (P#) AND OVERRIDE: **P5KK6C-0512**

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)
 SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED HUBZONE SERVICE DISABLED VETERAN PUBLIC ENTITY
(Pursuant to FAR 31.6 & OMB Cir.A-87)

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as Air_ Operation..

DESCRIPTION OF LAND/FACILITIES: Open lot for aircrafts Redland Airport, 1755 Sessums Drive, Redland, CA 92373
 County: San Bernardino State: CA Township: Range: Section:
Fuel charge flowage fee: \$.10 per gallon
Gate Key Card: \$25.00 with an additional \$25.00 per card fee not returned.

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

RATE: For each day that the land/facilities are used, the Government will pay the rate for operation of 8.77 acres, but covered 101 tie-downs. The rate for tie-downs is \$15.00 each for first day, \$30.00 for the second day, and \$43.00 for three days until end of the month. Land cost is \$4,393.50.
 Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$1, regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.

UTILITIES AND SERVICES: (check only one)
 The above rate includes utility charges for the following: GAS ELECTRICITY WATER TOILET SUPPLIES
 JANITORIAL SERVICES & SUPPLIES TRASH REMOVAL SEPTIC SERVICE EXISTING TELECOMMUNICATIONS
 The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on:

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)
 The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: No damages
 The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

OTHER: Describe in detail: N/A

TERMS AND CONDITIONS: See attachment.

CHECKLIST(s): See attachment.

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.



ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES EMERGENCY FACILITIES AND LAND USE AGREEMENT

52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (SEP 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (ii) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (iii) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).
- (iv) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (v) [52.233-3](#), Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vi) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

- (i) [52.232-1](#), Payments (Apr 1984).
- (ii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).
- (iii) [52.232-11](#), Extras (Apr 1984).
- (iv) [52.232-25](#), Prompt Payment (Jul 2013).
- (v) [52.232-39](#), Unenforceability of Unauthorized Obligations (Jun 2013).
- (vi) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- (vii) [52.233-1](#), Disputes (May 2014).
- (viii) [52.244-6](#), Subcontracts for Commercial Items (Apr 2015).
- (ix) [52.253-1](#), Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).
- (ii) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).
- (iii) [52.222-20](#), Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (v) [52.222-36](#), Equal Employment for Workers with Disabilities (Jul 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, “United States” includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (vi) [52.222-37](#), Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vii) [52.222-41](#), Service Contract Labor Standards (Feb 2016) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)
- (viii)(A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).
 - (B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
- (ix) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States the 50 States and the District of Columbia).
- (x) [52.223-5](#), Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (xi) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

- (A) Delivered;
- (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
- (C) Furnished by the Contractor for use by the Government; or
- (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xii) [52.225-1](#), Buy American —Supplies (May 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xiv) [52.232-33](#), Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xv) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xvi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App.1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$30,000).

(ii) [52.211-17](#), Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) [52.247-29](#), F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) [52.247-34](#), F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. 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 their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)