Council Meeting of
August 23, 2011

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: **City Manager** – Approve Supplemental Lease Agreement regarding City-owned Air Traffic Control Tower.

RECOMMENDATION

Recommendation of the City Manager that City Council approve a Supplemental Lease Agreement (DTFAWP-07-L-00011) by and between the City of Torrance (City) and the Federal Aviation Administration (FAA) to increase the lease term through September 30, 2021 and allow the upgrade to the City-owned tower with improvements to include Fire Life Safety, Seismic Safety and other improvements at the sole cost of the FAA.

FUNDING

None required for this action.

BACKGROUND/ANALYSIS

The Federal Aviation Administration (FAA) provides a valuable service to the citizens of Torrance through air traffic control services provided at Torrance Municipal Airport – Zamperini Field. The Lease for the control tower was approved by the City Council on May 8, 2007. In April of 2008 the City approved a Supplemental Lease Agreement to include the parking area adjacent to the Control Tower in their Lease so that they may secure the area for their employees. The added area allowed for the FAA to construct a fence and gate system for ingress and egress into their parking area, all maintained at the sole cost of the FAA.

The FAA contacted the City soon after the last Supplemental Lease Agreement was approved about upgrading the tower to meet their new requirements. Through a series of meetings it was determined that the improvements would be conducted at the sole cost of the FAA in exchange for additional term on their Lease. The Supplemental Lease Agreement before you tonight incorporates those improvements into the Agreement and extends the term from an expiration of September 30, 2011 to September 30, 2021.

During the construction of the improvements, the control tower will be out of operation. In order to continue FAA operations at the airport, a temporary tower will be brought in to allow for continued control tower operation at Torrance Airport. The location has

been reviewed by Airport Staff and will allow for FAA operation as well as continued function of other airport operations.

Rent for this lease is $15,688.00 annually or $1,307.33 per month, there is no proposed change in terms other than improvements to the tower funded by the FAA.

Respectfully submitted,

LeROY J. JACKSON

By:_____
Brian K. Sunshine
Assistant to the City Manager

CONCUR:

_____
LeRoy J. Jackson
City Manager

Attachments:
A. Supplemental Lease Agreement
B. Supplemental Lease Agreement dated April 25, 2008
C. Lease

Attachment A

U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT 002	DATE
	TO LEASE NO. DTFAWP-07-L-00011	

ADDRESS OF PREMISES
25311 Aero Way, Torrance, California 90505

THIS AGREEMENT, made and entered into this date by and between

City of Torrance

whose address is 3031 Torrance Blvd., Torrance, California 90503

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, to extend the existing lease for an additional ten (10) years, beginning October 1, 2011 and ending September 30, 2021 and the FAA will upgrade the tower which will include the Fire Life Safety, Seismic Safety, etc. Paragraph 3 is deleted, paragraph 14 is added and amended as follows:

Pursuant to Section C1 Fire and Safety Requirements the FAA is requesting your permission to modify the Airport Traffic Control Tower (ATCT). The requested improvements will remain in place in lieu of any restoration

3 **TERM –** To have and to hold, for the term commencing on October 1, 2011 and continuing through September 30, 2021 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

And paragraph 14 is added as follows:

14. **MODERNIZATION IMPROVEMENTS.** Attached is a copy of the Torrance ATCT Modernization Summary of Work to be performed (3 pages) dated May 12, 2011. It is mutually agreed that the FAA will perform the modifications at no cost to the Lessor and the City will continue to maintain the premises per paragraph 7C of the lease, Maintenance of the Premises.

All other terms and conditions of the lease shall remain in force and effect.

Important: Lessor ☒ is, ☐ is not required to sign this document and return _3__ copies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: CITY OF TORRANCE

BY _____ _____
(Signature) (Title)

IN THE PRESENCE OF (witnessed by:)

_____ _____
(Signature) (Address)

UNITED STATES OF AMERICA

BY _____ Contracting Officer
(Signature) (Official Title)

FAA Template No. 77 (2/01)

Torrance Airport Traffic Control Tower (ATCT) Modernization
Summary of Work
May 12, 2011

1. Torrance Airport Traffic Control Tower (ATCT) Description

1.1 Existing Facility Description

The Torrance Airport Traffic Control Tower (ATCT) was constructed in 1961. The Control Cab equipment was modernized and upgraded in 1980. The fire detection and alarm system was upgraded in 1993. New vinyl windows and a new HVAC system were installed in 2007. A partial security fence was constructed in 2008.

The tower has five floor levels, with Level 5, the airport traffic Control Cab floor, approximately 53 feet above the surrounding grade. The tower shaft typical floor is 28-feet by 28-feet in plan overall. One enclosed stair accesses the lower four floor levels and continues partially enclosed up to the cab. A hydraulic elevator serves the lower four floor levels.

The tower primary frame is steel, with wood construction of all other framing, sheathing and decking. The exterior enclosure is stucco and metal siding. Interior partitions are plaster on metal studs. The tower does not have an automatic fire sprinkler system.

1.2 Facility Ownership and Operation

The facility is owned and partially maintained by the City of Torrance and is leased, operated and partially maintained by the FAA.

2. Project History and Schedule

2.1 Project History

A fire/life safety evaluation of the facility was prepared in 2008 by Hughes Associates Inc. Fire/life safety deficiencies were found and the FAA requested that the facility be brought into compliance with the Fire/Life Safety Report's recommendations. In addition, the FAA requested that the facility be brought into compliance with FAA seismic safety requirements.

Funding for the requested improvements was not available within the City of Torrance budget and the FAA allocated funds for design and construction of the improvements. Design has been completed and the FAA is proceeding with construction of facility improvements as summarized below and as shown in the Issue for Construction Drawings and Specifications.

2.2 Project Schedule

The start of construction is planned for August 2011. Completion of the project, including resumption of air traffic control functions within the ATCT, is planned for August 2012.

08/16/2011 10:49 3107256840 FAA AWP54B PAGE 02

2.3 Continuity of Airport Traffic Control Operations

Airport traffic control operations by the FAA will be provided without interruption throughout the construction. The extent of work on the existing ATCT will be such that the existing tower cannot remain in operation during construction. A temporary mobile airport traffic control tower (MATCT) located in the vicinity of the existing tower will be provided, installed and operated by the FAA during the construction. The FAA will run necessary utilities to the temporary tower and will temporarily relocate the air traffic control electronics, equipment and personnel into the temporary tower.

3. Project Summary of Work

3.1 Fire-Life Safety Improvements

Provide a new automatic fire sprinkler and standpipe system throughout the facility.

For the fire sprinkler and standpipe system, provide a new 6-inch ductile iron pipe dedicated fire-water line to the ATCT from an existing 24-inch water main in Airport Drive.

Provide a new fire alarm system throughout the facility, including a main fire alarm panel adjacent to the building main entry and a fire alarm annunciator panel in the Control Cab.

Provide a new stairwell emergency pressurization system, per current Code provisions for airport traffic control towers with one egress stair.

Seal and fire-stop wall and floor penetrations to maintain the original construction's fire ratings.

Remove the wood-framed floor between the Control Cab and the cabling and utilities crawl space below the Cab and provide a new access floor system in the Control Cab.

Provide intumescent coating on existing exposed wood joists and the underside of existing plywood floor and roof decking throughout the ATCT to achieve a 15-minute thermal barrier.

Remove flammable textile finishes on the walls in the stairway leading to the Control Cab.

Remove flammable wood wall-paneling in Third Floor Break Room area.

Add a top rail to the existing perimeter guardrail on the Control Cab roof to bring the guardrail in compliance with current OSHA and Code requirements.

3.2 Seismic Safety Upgrades

08/16/2011 10:49 3107256840 FAA AWP54B PAGE 03

Provide seismic upgrades and reinforcement of the tower structure to achieve the following ASCE 41-06 seismic rehabilitation levels:

Life Safety when subjected to a Basic Safety Earthquake 1 (BSE 1).

Collapse Prevention when subjected to a Basic Safety Earthquake 2 (BSE 2).

3.3 Miscellaneous Safety Improvements

Provide a new dedicated elevator equipment room, per California Elevator Code requirements, for the elevator equipment and control panel.

Replace new handrails on both sides of stairs where there is currently only one handrail.

Provide pest control treatment of the tower's wood structural elements.

3.4 Electrical and Grounding System Improvements and Modernization

Provide electrical system modernization, including new electrical panels.

Provide upgrades and modernization of the grounding system, to current FAA and National Electrical Code standards.

Provide a lightning protection system, in accordance with current FAA and National Electrical Code standards.

Provide new lighting fixtures throughout the facility.

Provide new emergency egress lighting with battery back-up.

3.5. Functional Improvements and Modernization

Provide new air traffic control consoles in the Control Cab.

Provide new sun shades at the Control Cab windows.

Re-roof the Control Cab.

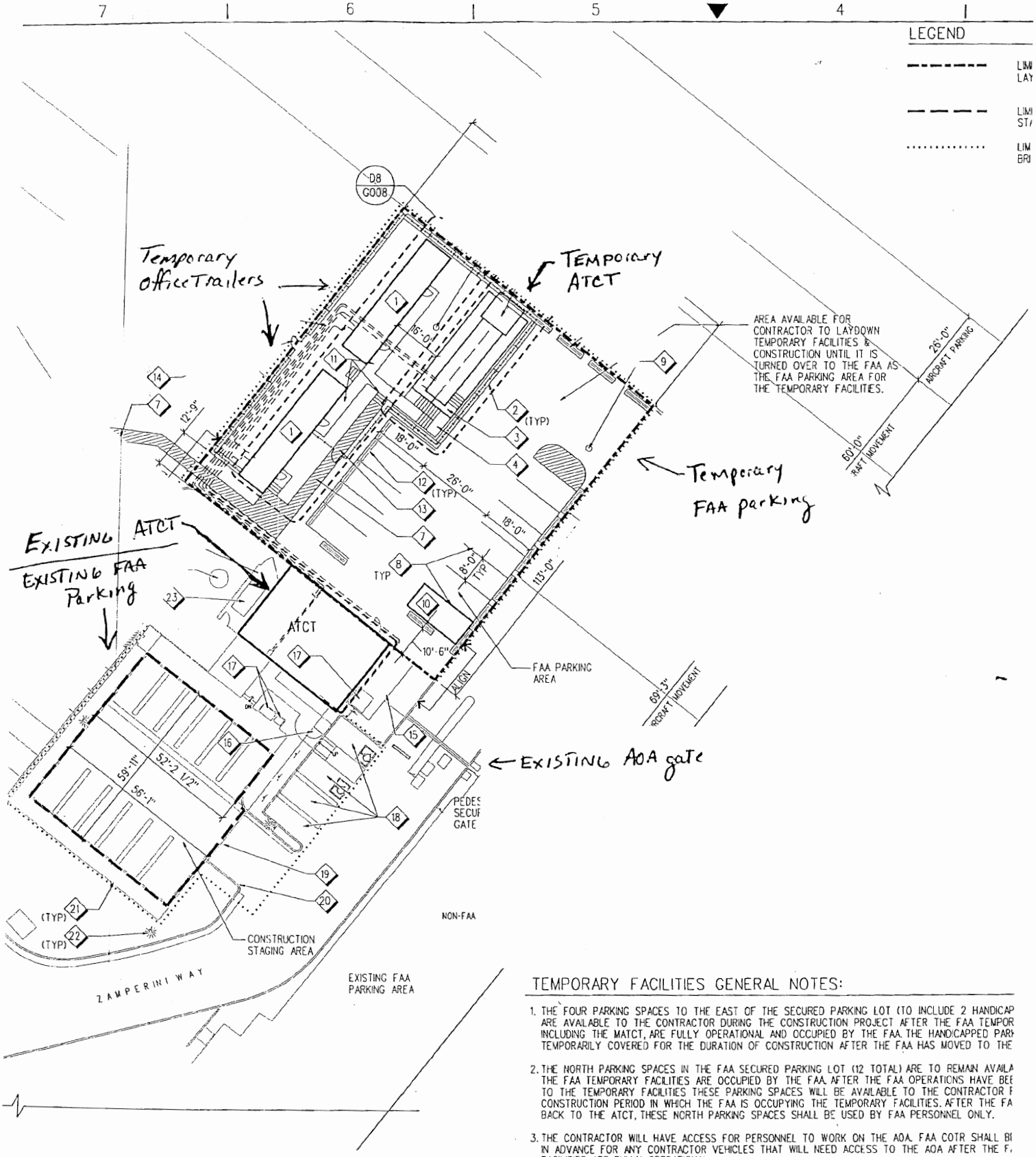
Re-configure the area around the Third Floor Women's Restroom and Break Room to provide improved function and accessibility.

Provide new kitchen cabinetry in the Third Floor Break Room.

Provide miscellaneous interior finish improvements, including new interior paint, new floor finishes, and new suspended acoustical tile ceilings.

Provide redundant back-up HVAC cooling for spaces containing air traffic control electronics and equipment.

08/16/2011 10:49 3107256840 FAA AWP54B PAGE 04



G PLAN

ES SEE SHEET G005

TEMPORARY FACILITIES GENERAL NOTES:

1. THE FOUR PARKING SPACES TO THE EAST OF THE SECURED PARKING LOT (TO INCLUDE 2 HANDICAP ARE AVAILABLE TO THE CONTRACTOR DURING THE CONSTRUCTION PROJECT AFTER THE FAA TEMPOR INCLUDING THE MATCT, ARE FULLY OPERATIONAL AND OCCUPIED BY THE FAA. THE HANDICAPPED PARK TEMPORARILY COVERED FOR THE DURATION OF CONSTRUCTION AFTER THE FAA HAS MOVED TO THE

2. THE NORTH PARKING SPACES IN THE FAA SECURED PARKING LOT (12 TOTAL) ARE TO REMAIN AVAILA THE FAA TEMPORARY FACILITIES ARE OCCUPIED BY THE FAA. AFTER THE FAA OPERATIONS HAVE BEE TO THE TEMPORARY FACILITIES THESE PARKING SPACES WILL BE AVAILABLE TO THE CONTRACTOR F CONSTRUCTION PERIOD IN WHICH THE FAA IS OCCUPYING THE TEMPORARY FACILITIES. AFTER THE FA BACK TO THE ATCT, THESE NORTH PARKING SPACES SHALL BE USED BY FAA PERSONNEL ONLY.

3. THE CONTRACTOR WILL HAVE ACCESS FOR PERSONNEL TO WORK ON THE AOA. FAA COTR SHALL BI IN ADVANCE FOR ANY CONTRACTOR VEHICLES THAT WILL NEED ACCESS TO THE AOA AFTER THE F. FACILITIES ARE FULLY OPERATIONAL.

4. THE CONTRACTOR SHALL REPAIR IMMEDIATELY ANY DAMAGE TO THE AIRPORT SIDE, TO MEET OR EX CONDITIONS.

5. MATCT TO BE USED FOR THE PROJECT IS LOCATED IN PASCO, WA. CONTRACTOR IS RESPONSIBLE F MATCT TO THE SITE AND BACK TO PASCO UPON COMPLETION OF THE PROJECT. SHIPPING SHALL BI FLATBED TRAILER, OR THE LIKE. ALTHOUGH THE MATCT HAS WHEELS AND CAN BE PULLED, THIS IS N SHIPPING OF THE MATCT.

Attachment B

U.S. Department of Transportation Federal Aviation Administration **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT 001	DATE APR 25 2008
	TO LEASE NO. DTFAWP-07-L-00011	

ADDRESS OF PREMISES
25311 Aero Way, Torrance, California 90505

THIS AGREEMENT, made and entered into this date by and between
City of Torrance, 3031 Torrance Blvd., Torrance, California 90503
whose address is

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows: Paragraph 2 is deleted and amended as follows

2. **DESCRIPTION (10/96)** – The Lessor hereby leases to the GOVERNMENT the following described premises: Approximately 2,380 square feet of space in the Air Traffic Control Tower Municipal Airport, 3115 Airport Drive, Torrance, California 90505. **Legal description to be included as attached Exhibit 1 allowing the Government to install a wrought iron security fence around the perimeter of the tower.**

And paragraphs 9-13 are added as follows:

9. **HAZARDOUS SUBSTANCE CONTAMINATION (05/00) The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the security fence. The Lessor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the security fence.**
10. **Wrought iron security fence will be constructed and maintained at the sole cost of the FAA**
11. **Wrought iron security fence will be constructed with materials approved by the Lessor.**
12. **Lessor will remove and will not replace the trees on the exterior side of the proposed wrought iron perimeter fence that are within the 20-foot clear zone area, per letter from the City of Torrance, dated October 29, 2007.**
13. **Lessor will ensure that the 20-foot clear zone on the exterior side of the proposed wrought iron perimeter fence will remain clear of all obstructions that would allow unauthorized climbing or gain access over the FAA's perimeter fence (such as trees, large shrubs, small buildings/structures, etc.)**

All other terms and conditions of the lease shall remain in force and effect.

Important: Lessor ☒ is, ☐ is not required to sign this document and return 3 copies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

BY _____ _____
(Signature) Frank Scotto, City Mayor (Title)

IN THE PRESENCE OF (witnessed by:)

_____ _____
(Signature) Sue Herbers, City Clerk (Address)

UNITED STATES OF AMERICA

BY _____ Contracting Officer
(Signature) (Official Title)

FAA Template No. 77 (2/01)

EXHIBIT 1

Description of parking lot near FAA tower, Zamperini Field Torrance

A portion of parcel 1 and parcel 11, Official Map No. 2 as filed in book 5, pages 44-51, inclusive, in the City of Torrance, County of Los Angeles, State of California more particularly described as:
Beginning at the northeasterly end of line-course L88 as shown on said Official Map, thence south 38° 38' 49" west along said line-course L88 43.6 feet to the true point of beginning, thence south westerly along said line-course L88 and its prolongation 72.4 feet, thence south 51° 21' 11" east 65 feet, thence north 38° 38' 49" east 88 feet, thence north 51° 21' 11" west 41.3 feet, thence south 38° 38' 49" west 15.6 feet, thence north 51° 21' 11" west 23.7 feet to the true point of beginning.

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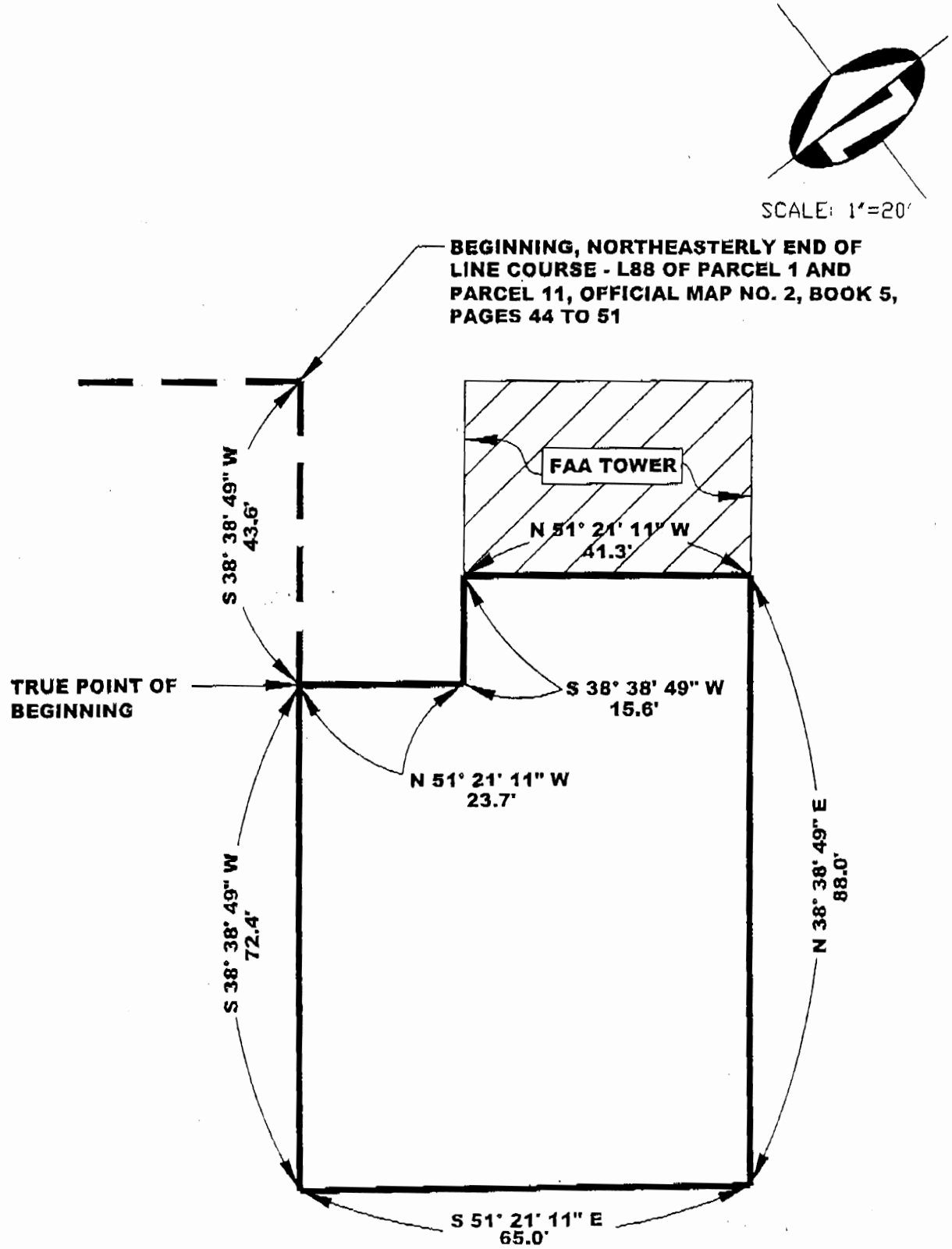
TOWER PARKING AREA



PERIMETER= 306.0 L.F.
AREA= 5,350.28 S.F.

T:\Behrooz\Legal Description

EXHIBIT 1

Description of parking lot near FAA tower, Zamperini Field Torrance

A portion of parcel 1 and parcel 11, Official Map No. 2 as filed in book 5, pages 44-51, inclusive, in the City of Torrance, County of Los Angeles, State of California more particularly described as:
Beginning at the northeasterly end of line-course L88 as shown on said Official Map, thence south 38° 38' 49" west along said line-course L88 43.6 feet to the true point of beginning, thence south westerly along said line-course L88 and its prolongation 72.4 feet, thence south 51° 21' 11" east 65 feet, thence north 38° 38' 49" east 88 feet, thence north 51° 21' 11" west 41.3 feet, thence south 38° 38' 49" west 15.6 feet, thence north 51° 21' 11" west 23.7 feet to the true point of beginning.

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Attachment C

FEDERAL AVIATION ADMINISTRATION
LEASE FOR REAL PROPERTY

LEASE NUMBER
DTFAWP-07-L-00011
Date of Lease: 05-08-07

1. **THIS LEASE** (9/98), entered into by and between CITY OF TORRANCE 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:

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2. **DESCRIPTION** (10/96) - The Lessor hereby leases to the GOVERNMENT the following described premises: **Approximately 2,380 square feet of space in the Air Traffic Control Tower Municipal Airport, 3115 Airport Drive, Torrance, California 90505**

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3. **TERM** (1/01) - To have and to hold, for the term commencing on October 1, 2006 and continuing through September 30, 2011 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease number DTFA08-01-L-20809, which expires on September 30, 2006.

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4. **CANCELLATION** (8/02) - The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after October 1, 2006 by giving at least 180 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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5. **RENTAL** (10/96) - Rent in the amount of **$15,688.00 per year ($1,307.~~33~~ 31 per month)** shall be payable to the Lessor in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a 30 days shall be prorated. Checks will be made payable to: CITY OF TORRANCE, 3031 Torrance Blvd., Torrance, California 90503

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

Services, utilities, and maintenance will be provided daily, extending from 7 a.m. to 8 p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

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

INITIALS: _____ + _____ 1
L SOR GOVERNMENT

- [x] HVAC – 65-80 DEG. F (See Attachment A)
- [ ] DAILY TOILET SUPPLIES & CLEANING
- [ ] DAILY JANITORIAL SERV. & SUPPLIES
- [x] GROUND MAINTENANCE
- [x] WINDOW WASHING – Frequency Tower cab-monthly all other areas annually
- [x] CARPET REPLACEMENT – **UPON RENEWAL Per Attachment A, A8 of DTFA08-01-L-20809**
- [x] INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS
- [x] PAINTING – **UPON RENEWAL Per Attachment A, A2 of DTFA08-01-L-2080**
  Frequency as needed for Public Areas
- [x] OTHER (SPECIFY) Please see Attachment A

PPB doors windows

7. **GENERAL CLAUSES:**

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

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

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

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

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

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

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

INITIALS: _____ + _____
LESSOR GOVERNMENT

08/16/2011 10:49 3107256840 FAA AWP548 PAGE 06

operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

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

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

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

J. ACCESSIBILITY (8/02) - 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

K. CHANGES (8/02)

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

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

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

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

(3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

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

INITIALS: _____ + _____
LESSOR GOVERNMENT

08/16/2011 10:49 3107256840 FAA AWP54B PAGE 07

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

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

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

O1. CONTRACT DISPUTES (11/03)

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

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

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

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

The full text of the Contract Disputes clause is incorporated by reference. The full text can be found via Internet at Contract Dispute Full Clause.

O2. PROTEST (11/03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision

INITIALS: _____ + _____
LESSOR GOVERNMENT

08/16/2011 10:49 3107256840 FAA AWP54B PAGE 08

only after its administrative remedies have been exhausted.

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

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

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

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

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

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

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

The full text of the Contract Protest clause is incorporated by reference. The full text can be found via Internet at Protest Full Clause.

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

Q. ELECTRONIC FUNDS TRANSFER (EFT) (11/97)– Payments by the GOVERNMENT under this contract will be made by electronic funds transfer (EFT). At the option of the GOVERNMENT payments may be made by check or other means. When payment is made by EFT, the GOVERNMENT may, at its option, also forward the associated payment information by electronic transfer. EFT refers to funds transfer and information transfer.

The GOVERNMENT is not required to make any payment under this contract until after receipt, by the Real Estate Contracting Officer of the correct EFT payment information. However, in the event the Lessor certifies in writing to the Real Estate Contracting Officer that the Lessor does not have an account with a financial institution or an authorized payment agent, payment may be made by other than EFT.

Prior to the first payment under this contract, the Lessor shall provide the information required to make contract to Lease by EFT, directly to the GOVERNMENT payment office named in this contract. A single bank or financial agent must be designated; capable of receiving and processing the electronic funds transfer using the method below. In the event that the EFT information changes, the Lessor shall be responsible for providing the changed information to the designated payment office. The Lessor shall pay all fees and charges for receipt and processing of EFTs.

The GOVERNMENT will make payments by EFT through an Automated Clearinghouse (ACH) however; the Federal Reserve Wire Transfer System may be used at the GOVERNMENT'S option. The attached form "Vendor/Miscellaneous Payment Information Form" must have the

INITIALS: _____ + _____
LESSOR GOVERNMENT

08/16/2011 10:49 3107256840 FAA AWP54B PAGE 09

sections "Payee/Company Information" and "Financial Institution Information" completed prior to award. Do not complete the Vendor/Miscellaneous Payment Information Form until instructed to do so.

The Lessor agrees that the Lessor's bank or financial agent may notify the GOVERNMENT of a change to the routing transit number, Lessor account number, or account type.

R. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

S. SUBORDINATION, NONDISTRUBANCE AND ATTORNMENT (10/96) - The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subornation shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

T. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

U. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

V. 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, shall constitute a waiver of any such breach in the future.

W. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

X. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

Y. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

INITIALS: _____ + _____ 6
LESSOR GOVERNMENT

Z. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

AA. SEISMIC SAFETY FOR EXISTING BUILDINGS (9/98) –Unless it is determined by the GOVERNMENT'S Contracting Officer that seismically conforming premises is not available, all existing buildings leased by the GOVERNMENT under this contract must meet the minimum acceptable performance seismic standard of 'Substantial Life Safety' defined as, in ICSSC RP4 Standards *of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary*

All offers received in response to screening information request will be evaluated to determine whether they are in compliance with "Substantial Life Safety". If at least one offeror is fully compliant, all offerors who are not fully compliant will be considered non-responsive and ineligible for award.

In the event the building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, not withstanding any other agreements contained in this lease.

COMPLIANCE of SUBSTANTIAL LIFE SAFETY

Buildings designed and constructed in compliance with the seismic requirements of the building codes delineated in the following matrix and that also comply with the nonstructural, geologic/site, and adjacency compliance categories are considered to fully meet the GOVERNMENT'S minimum seismic requirement. The offeror shall provide proof of compliance in the form of a written certification [CERTIFICATION OF SEISMIC COMPLIANCE] by an independent licensed structural engineer that the building was designed and built to a specific code set out in the matrix below. If the building cannot be certified in accordance with the matrix below, the structural engineer must evaluate the building using FEMA-178, *NEHRP Handbook for the Seismic Evaluation of Existing Buildings* and attach the FEMA-178 evaluation to the Certification of Seismic Compliance. Buildings meeting the requirements of FEMA-178 are considered to structurally meet the GOVERNMENT'S minimum requirement of 'Substantial Life Safety'.

Model Building Seismic Design Provisions					
FEMA 178(a)	**BUILDING TYPE**	**BOCA**	**SBCC**	**UBC**	**ANSI**
1,2	Wood Frame, Wood Shear Panels	**	**	1949	**
3	Steel Moment Resisting Frame (MRF)	1987	1991	1976	1982
4	Steel Braced Frame	1990	1991	1988	*
5	Light Metal Frame	*	*	*	*
6	Steel Frame w/ concrete Shear Walls	1987	1991	1976	1982

INITIALS: _____ + _____ 7
LESSOR GOVERNMENT

8	Reinforced Concrete Moment Resisting Frame	1987	1991	1976	1982
9	Reinforced Concrete Shear Walls w/o MRF	1987	1991	1976	1982
10.7	Steel or Concrete Frame w/URM Infill	*	*	*	*
11	Tilt-up Concrete	1987	1991	1973	1982
12	Precast Concrete Frame	*	*	*	*
13,14	Reinforced Masonry	1987	1991	1976	1982
15	Unreinforced Masonry (URM)	*	*	*	*

(a) The tabulated numbers refer to the 15 common building types as they are defined in FEMA 178.
* Indicates no benchmark year (No comprehensive seismic requirements for these buildings exist. Therefore, the buildings must be evaluated using FEMA 178).
** In order to determine seismic compliance, buildings built under local provisions for wood construction need to be compared to the 1949 UBC or evaluated under FEMA 178.

BOCA - Building Officials and Code Administrators, *National Building Code.*

SBCC - Southern Building Code Congress, *Standard Building Code.*

UBC - International Conference of Building Officials, *Uniform Building Code.*

ANSI - American National Standards Institute, A58.1, *Minimum Design Loads for Buildings and Other Structures*

LESS THAN SUBSTANTIAL LIFE SAFETY

Existing buildings, which cannot achieve substantial life safety, will require documentation to describe their lower level of seismic compliance. Therefore, the Offeror will provide the following written documentation from an independent licensed structural engineer: 1) a statement that the building has adequate strength to resist the appropriate evaluation earthquake defined in FEMA 178 without significant failure and 2) an analysis that describes in detail, with appropriate calculations, all exceptions to compliance of Substantial Life Safety with the seismic design provisions of one of the building model codes in the table above or the FEMA 178 requirements. The GOVERNMENT will compare one Offeror against another to determine whose building is closest to the seismic criteria for "Substantial Life Safety" and make an award to the Offeror who best meets the Model Building Code Seismic Design Provisions and the other requirements of this screening for information.

BB. SESIMIC SAFETY FOR NEW CONSTRUCTION (9/98) - All construction performed under this contract must, as a minimum, be in accordance with current Acceptable Model Codes. The Lessor shall provide, prior to the GOVERNMENT'S acceptance of the building(s), a written certification from an independent licensed structural engineer that the building(s) conforms to a seismic safety standard equivalent to either the current National Earthquake Hazards Reduction Program (NEHRP) recommendations [current as of the date of the solicitation or the screening information

INITIALS: _____ + _____ 8
LESSOR GOVERNMENT

request] or a version of the following building codes which has been determined by the Interagency Committee on Seismic Safety in Construction (ICSSC) to meet the NEHRP recommendations: 1) International Conference of Building Officials (ICBO) Uniform Building Code, 2) Building Officials and Code Administrators International (BOCA) National Building Code or 3) Southern Building Code Congress (SBCC) Standard Building Code. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC. When a code equivalency study is required it shall be attached to the structural engineer's certification.

During the design and development stages of construction, all design and engineering documents, including structural engineering calculations, shall be made available within twenty-four hours, after a verbal request from GOVERNMENT personnel to review said documents, or in another time frame agreed to in writing by the Real Estate Contracting Officer.

The sole purpose of this clause is to certify that the end product of this contract meets the seismic standards of the Department of Transportation. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event the building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the form "Certification of Seismic Compliance Form", the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, not withstanding any other agreements contained in this lease.

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8. ATTACHMENTS (8/02) -

☒ See herein attached - Attachment A, General building Requirements and Specifications
Attachment B, FAA Agreement for Operation of Airport Traffic Control Tower by the FAA

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

9a. NAME AND TITLE OF OWNER *(Type or Print)* City of Torrance FRANK SCOTTO, City Mayor	9b. SIGNATURE OF OWNER Frank Scotto	9c. DATE 05-10-2007 (10/96)
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
10a. NAME OF REAL ESTATE CONTRACTING OFFICER *(Type or Print)* Cheryl M. Thompson	10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER Cheryl M Thompson	10c. DATE 5/31/07 (10/96)

08/16/2011 10:49 3107256840 FAA AWP54B PAGE 13

ATTACHMENT A
Lease Number
DTFAWP-07-L-00011

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-Ceilings (10/96)

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

A2-Doors (10/96)

Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid cord and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and "Best" locks with 7-pin removable cores. The FAA shall provide cores.

A3-Floor Load (8/02)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Real Estate Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the Contracting Officer.

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

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

A5-HVAC (10/96)
Heating, ventilation and air-conditioning systems are required which maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained throughout the leased premises and service areas regardless of outside temperatures during hours of operation. For further information see ASHRAE standard ANSI/ ANSI/ASHRAE 62-1999 - Ventilation for Acceptable Indoor Air Quality.

A6-Lighting (10/96)

Modern, diffused, energy efficient (T-8 or better) fluorescent fixtures shall be provided maintaining a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.

A7-Painting (8/02)

INITIALS: _____ + _____
LESSOR GOVERNMENT

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

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

A8-Parking (10/06)

At no additional cost to the FAA, the Lessor shall provide ** reserved off-street parking spaces located **. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal.

A9- Prior Notification (8/02)

A pre-construction meeting shall be held at the facility prior to the commencement of any cleaning, construction, renovation, remodeling, repair, maintenance or testing within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated, with the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.

A10-Restrooms and Drinking Fountains (10/96)

Separate toilet facilities for men and women shall be provided on each floor where the FAA leases space. Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles; a coin operated sanitary napkin dispenser with receptacle for each women's toilet, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. (The FAA will advise if additional facilities are required.). The Lessor shall provide a minimum of one chilled drinking fountain on each floor where the FAA leases space.

A11-Window and Floor Covering (8/02)

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

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

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

Replacement includes moving and return of furniture.

II. SECTION B - SERVICES, UTILITIES, AND MAINTENANCE

B1-Grounds Maintenance (10/96)

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

INITIALS: _____ + _____ 2
LESSOR GOVERNMENT

B2-Pest Control (8/02)

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

B3-Services and Facilities (10/96)

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

- Heating, air conditioning, and ventilation that provide for the comfortable occupancy of the premises. Temperatures will be thermostatically controlled to maintain a temperature of 68 - 72 degrees Fahrenheit. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the FAA's normal hours of operation.

- Electrical power to the premises for the operation of lights, communications equipment, and office machines.

- Water (hot and cold) and sewer to leased premises.

- Trash removal for leased premises.

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

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

III. SECTION C - SAFETY AND FIRE PREVENTION

C1-Fire and Safety Requirements (8/02)

All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this contract. At any point when construction takes place, systems should be brought into compliance according to the current edition of NFPA. The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system shall be provided, maintained, and tested by the lessor in accordance with NFPA Standard No. 71 and 72 in buildings, which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically

supervised and automatically notify the local fire department and conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

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

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

C2-Halon (8/02)
Wherever halon is used in a facility as a fire extinguishing system, the Lessor shall comply with all NFPA standards regarding use of and safety requirements for the use of halon.

C3-Indoor Air Quality (8/02)

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

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

C4-OSHA Requirements (10/96)

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

C5-Radon (10/96)

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

C6-Refrigerants (8/02)
The Lessor shall identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease should provide for use of refrigerants consistent with EPA and ASHRAE requirements.

C7-Warranty Of Space (8/02)

(a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service

INITIALS: _____ + _____ 4
LESSOR GOVERNMENT

the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Real Estate Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, lessor would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.

(b) The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the Real Estate Contracting Officer.

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

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

(e) Definitions.

(1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

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

IV. SECTION D – MISCELLANEOUS

D1-Adjustment For Vacant Premises (10/96)

If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate shall be reduced as follows: The rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 days prior notice to the Lessor, and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

D3 - Contracting Officer's Representative (10/96)

INITIALS: _____ + _____
LESSOR GOVERNMENT

The Lessor shall address all questions concerning this lease to Cheryl M. Thompson who has been appointed the Contracting Officer's Representative for the administration of this lease, as written.

D4-Month to Month Extension (8/02)

The Government shall continue to occupy the premises for not to exceed ___180_____days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the ___180_____day period expires: (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

D5 - Display Advertising (10/96)

If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the Real Estate Contracting Officer.

D6 - Erection of Signs (10/96)

The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the Lease.

D7 - 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 a 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.

D8 - If Minimum Not Delivered (10/96)

If delivered space contains less than the minimum square footage, the Government may cancel the lease. If such cancellation occurs, the Government may exercise it's legal rights including charging the Lessor and its surety the increased cost of providing replacement space.

D9-Installation Of Antennas, Cables And Other Appurtenances (10/96)

The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government.

D11 - Janitorial Services (10/96)

The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. Schedule * attached hereto and made a part hereof describes the level of and frequency of the services to be provided.

D12 - Measurement For Payment (10/96)

INITIALS: _____ + _____ 6
LESSOR GOVERNMENT

The space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space, which is in excess of the maximum square footage solicited.

D13 - Non-Restoration (10/96)

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.

D14 – Occupancy Permit (8/02) - The premises offered shall have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror shall complete and provide a certified copy of "FAA Safety & Environmental Checklist " form, in lieu of an occupancy permit, at the contracting officer's 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, shall be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the Lessor's expense.

D20-Unauthorized Negotiating (10/96)

In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with other than the real estate contracting officer or his designee.

D21-Wiring For Telephones (10/96)

The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring provided by the building, if available. However, the final decision will remain the Government.

V. SECTION E – SECURITY REQUIREMENTS (Revised 04/2003)

E1 – Facility Security

E1a - 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 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:

(List security requirements)
Contact your local Servicing Security Element (SSE) or if located in HQ, contact ASI.

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 within the leased premises and covered under this lease.

E1b - 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

INITIALS: _____ • _____
LESSOR GOVERNMENT

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 49 CFR 1542.

(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 (3) above shall apply.

(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 E2a, Suitability Requirements for Individual(s) Employed or Hired by the Lessor, below, 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 E2a, Suitability Requirements for Individual(s) Employed or Hired by the Lessor, below 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.

INITIALS: _____ + _____ 8
LESSOR GOVERNMENT

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.

E2 – Personnel Security
E2a -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 SSE has received the documentation outlined in subparagraph (4), (a), (b), and (c), 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 facilities, systems, and information is required. Such documentation shall be submitted to the Government representative as designated by the Real Estate Contracting Officer (RECO), or designee, for suitability determination.

(a) A completed FBI Fingerprint Card, FD-258. The SSE will provide information pertaining to the location of fingerprint facilities. The 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 picture of applicant; and,

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

(5) The Government shall notify the Lessor when individual(s) employed or hired by the Lessor have been approved for unescorted access to the facilities, systems, or information.

(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 (4), (a), (b), and (c) 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

INITIALS: _____ 9
LESSOR GOVERNMENT

(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 (4), (a), (b), and (c) of this Clause.

E2b - 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 (RECO, or designee, to fill in as appropriate) with a copy to (RECO, or designee, to fill in as appropriate), 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.

E2c - Foreign Nationals Employed or Hired by the Lessor

(1) Each individual(s) employed or hired by the lessor to perform services under this lease shall 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.

E3 - Sensitive Unclassified Information

E3a - The FAA shall have the right to require special handling instructions for those lessors requiring access to Sensitive Unclassified Information (SUI), For Official Use Only (FOUO), Sensitive Security Information (SSI), or designee assigned by the Federal Government to identify unclassified information that may be withheld from public release. Contact the local FAA Servicing Security Element (SSE) or in Headquarters, the Office of Security and Investigations, Internal Security Division, ASI-100 for the minimum standards to mark, store, control, transmit, and destroy sensitive information.

E3b - Sensitive information shall be restricted to specific lessors who:

(1) have a need to know to perform contract tasks;

(2) who meet personnel suitability security requirements to access sensitive information; and

(3) who successfully complete a non-disclosure agreement (NDA).

INITIALS: _____ + _____ 10
LESSOR GOVERNMENT

E3c - The contractor shall develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, will address:

(1) steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;

(2) procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;

(3) procedures for protecting against co-mingling of information with general contractor data systems/files;

(4) procedures for marking documents with both the protective marking and the distribution limitation statement as needed;

(5) procedures for the reproduction of;

(6) procedures for reporting unauthorized access; and

(7) procedures for the destruction and/or sanitization of such material.

VI. SECTION E - SPECIAL REQUIREMENTS (if applicable)

VII. CERTIFICATION FORMS (8/02) -

See attached forms:

a. Certification of Seismic Compliance
b. FAA Safety and Environmental Certification Checklist
c. Vendor/Miscellaneous Payment Information Form

INITIALS: _____ + _____ ll
LESSOR GOVERNMENT

ATTACHMENT B
Lease Number
DTFAWP-07-L-00011

FEDERAL AVIATION ADMINISTRATION
AGREEMENT FOR
OPERATION OF AIRPORT TRAFFIC CONTROL TOWER BY THE FAA

THIS AGREEMENT, made this 8th day of May 2007 ~~XXXX~~ by and between CITY OF TORRANCE hereafter called the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereafter called the Government, WITNESSETH THAT: WHEREAS, it is in the public interest that the Airport Traffic Control Tower at Torrance Municipal Airport be operated by the Government in accordance with standards established by the Federal Government.

NOW, THEREFORE, for and in consideration of the operation of the Airport Traffic Control Tower at Torrance Municipal Airport by the Government, the Lessor agrees to the following conditions:

1. The Lessor shall provide a control tower structure meeting FAA standards and shall lease tower to the Government.
2. The Lessor shall include in the lease to the Government the use of all traffic control equipment presently available.
3. The Tower structure shall be properly maintained by the Lessor.
4. The Lessor shall pay for all electricity for boundary, flood and obstruction lights, although these lights may be operated by a federal controller in the control tower.
5. All Airport lighting which is essential to safe aircraft operations and which can be controlled from the control tower and all traffic control devices which are designed to be remotely controlled, shall be under the control of the Federal employees in the control tower.
6. The Lessor shall retain the responsibility for the proper functioning of any light or other locally installed device, which is placed at the disposal of Federal Airport Traffic Controllers.
7. The Lessor shall retain the responsibility for the proper functioning of the apparatus necessary for traffic control, which is not otherwise operated by the Government.
8. The Lessor shall advise the Manager of the Airport Traffic Control Tower of any portions of the field which may be unsafe for normal use by aircraft and shall properly mark such areas.
9. The Lessor shall assume the responsibility for any conditions on the airport, which are not subject to the control of a Federal Airport Traffic Controller on duty in the tower.
10. The Government shall have complete control over the operation of the control tower at all times and shall not be subject to the direction or supervision of the Lessor in that respect.
11. The Lessor shall notify the Manager of the Airport Traffic Control Tower or his representative before any maintenance or construction in accordance with a schedule, which has been approved by the Manager, Airport Traffic Control Tower.
12. Insofar as the Government is concerned from a traffic standpoint, the Lessor may reserve any portion of the landing area for any reason that it may deem proper or sufficient for as long as a period as the Lessor desires, provided that any such area shall be just as properly marked off and notice given of the change in available landing area just as might be done when a portion of the landing area is marked off for maintenance or construction.

INITIALS: _____ + _____
LESSOR GOVERNMENT

54-1575b

Providing that this section shall not be deemed to affect any provision contained in any contract previously entered into between the City of Torrance and the United States Government concerning the use of said landing area.

13. The Lessor shall, as a protection to the proper operation of the Airport Traffic Control Tower by the FAA, prohibit and refrain from the erection or construction of any structures or improvements which may interfere with the visibility of the Controller line of sight to all traffic patterns, approaches, runways, taxiways, operational portions of the aprons, and other operational areas necessary for the control of ground and air traffic.
14. The Lessor, upon request from the Government, agrees to provide two-way ground control communications equipment at FAA's assigned ground control frequency in its maintenance and emergency vehicles scheduled to regularly operate in the airport landing area, and such equipment shall be capable of maintaining radio communications with the Government's Tower on said airport.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

LESSOR

(Signature)

FRANK SCOTTO, City Mayor
(Official Title)

ATTEST:

SUE HERBERS, City Clerk

Approved as to form:

JOHN L. FELLOWS III
City Attorney

By:

THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By:
Contracting Officer, Real Estate & Utilities Team, AWP-54B

Date: MAY 31 2007

54-1575b

CERTIFICATION OF SEISMIC COMPLIANCE

(For Existing Building and/or New Buildings)

Date: June 14, 2007

I certify that the building at 25311 Aero Way, Torrance, CA 90505

Complete This Section For New Buildings:

Has been designed and constructed to meet the _____ edition of the _____ Building Code and meets or exceeds all seismic requirements for this code.

A code equivalency study __ is attached; __ is not required.

Complete This Section for Existing Buildings:

☐ Is in COMPLIANCE of SUBSTANTIAL LIFE SAFETY with regard to seismic safety and meets, at a minimum, the appropriate provisions of ICSSC RP4, *Standards of Seismic Safety for Existing Federally Owned or Lease Buildings* as follows:

☐ Building meets appropriate seismic provisions of _____ edition of
(Date)

_____.
(Standard or Code)

OR

☐ Is LESS THAN SUBSTANTIAL LIFE SAFETY with regard to seismic safety. The building has adequate strength to resist the appropriate evaluation earthquake defined in FEMA 178, NEHPR Handbook for the Seismic Evaluation of Existing Buildings, without significant structural failure. (Required documentation attached)

Name:

License No.: *SEAL*

Expiration Date:

FAA Use: Building is exempt from seismic consideration because RP-6 paragraph 1.3.2, *per the attached*_.

Cheryl M Thompson
Contracting Officer

[5]Buildings with thin-walled steel tubes in braced frames shall not be considered Benchmark Buildings.
[6]URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered benchmark buildings.
[7]Refers to the UCBC.

*No benchmark year; buildings shall be evaluated using the Standards.
**Local provisions shall be compared with the UBC.

BOCA – Building Officials and Code Administrators, *National Building Code*.
SBCCI – Southern Building Code Congress International, *Standard Building Code*.
UBC – International Conference of Building Code Officials, *Uniform Building Code*.
NEHRP – Federal Emergency Management Agency, *NEHRP Recommended Provisions for the Development of Seismic Regulations for New Buildings and Other Structures.*
UCBC – Uniform Code for Building Conservation

Note: Table adapted from fourth ballot version of ASCE Draft Standard for Seismic Evaluation of Existing Buildings.

1.3.1 Benchmark Buildings

The establishment of benchmark years that will adequately provide buildings as being structurally adequate is complex. The designation of benchmark years changes to reflect new knowledge gained from studying the performance of buildings in seismic events, from new research results and other relevant information. Table 1.3 reflects the benchmark years adopted by the ICSSC for Federal Buildings. Benchmark years for any previously based seismic provisions can be established by comparing resulting designs by building type with the acceptance standards. Care must be taken in such comparisons to consider all possible variations of the building type studied.

1.3.2 Leased Buildings

The *Standards* shall apply to all or portions of non-Federally owned buildings leased by the Federal Government, unless exempt under the provisions of Section 1.3

The following provisions shall also apply:

a. No new leases or lease renewals/extensions shall be made in buildings that do not comply with the *Standards*.

Exception: If no seismically conforming space is available, otherwise acceptable space with the best seismic resistance shall be pursued.

b. The building owner shall obtain certification by a registered professional engineer that the building conforms to the *Standards*.

08/16/2011 10:49 3107256840 FAA AWP54B PAGE 28

C1.3.2 Leased Buildings

Non-federally owned buildings in which the Federal Government leases space are subject to the *Standards*, unless exempt per Section 1.3. RP 4 provided an exception that allowed agencies to continue leasing space in non-conforming buildings if no other conforming space was available.

1.3.3 Privately-Owned Buildings on Federal Land

The *Standards* shall be applied to all privately owned buildings located on Federal land. Application of the *Standards* to evaluation and rehabilitation of seismic risks shall be the responsibility of the building owner.

C1.3.3 Privately-Owned Buildings on Federal Land

Privately owned buildings on Federal land, such as concessionaire buildings in National Parks, schools on military bases, and buildings constructed and owned by private contractors with long-term exclusive relationships with Federal agencies, were exempted by RP 4. However, the ICSSC has recommended that these buildings be evaluated and that unacceptable seismic risk be mitigated. As a result, the *Standards* shall apply to all privately owned buildings located on Federal land.

08/16/2011 10:49 3107256840 FAA AWP54B PAGE 29

c. detached one- and two-family wood frame dwellings located where $S_{DS} \geq 0.4$ g that satisfy the light-frame construction requirements of the 2000 *NEHRP Recommended Provisions for Seismic Regulations for New Buildings and Other Structures,*
d. agricultural and storage structures that are intended only for incidental human occupancy or that are occupied by persons for a total of less than 2 hours a day,
e. one story buildings of steel light frame or wood construction with areas less than 280 m^2 (3000 ft^2),
f. special structures including, but not limited to: bridges, transmission towers, industrial towers and equipment, piers and wharves, and hydraulic structures,
g. fully rehabilitated buildings that comply with these Standards, to the satisfaction of the owning agency, in all compliance categories (structural, nonstructural, foundation, geologic site hazards, and adjacency),
h. post-benchmark buildings as defined in Table 1-1 which also comply with the structural, nonstructural, foundation, geologic site hazards, and adjacency compliance categories and are being evaluated to the Life-Safety Performance Level,
i. pre-benchmark buildings which have been shown by evaluation to the satisfaction of the owning agency to be life-safe in all four compliance categories,
j. buildings constructed for the Federal Government whose detailed design was done after the date of adoption of Executive Order 12699 (January 5, 1990) and that were designed and constructed in accordance with the ICSSC *Guidelines and Procedures for Implementation of the Executive Order on Seismic Safety of New Building Construction,* RP 2.1-A,
k. buildings scheduled for demolition; temporary short-term leases; and foreclosure buildings,
l. the remaining useful life of the building or the agency's requirement for the building has been identified as being less than five years,
m. rehabilitated buildings that substantially comply with RP 4, or other agency specific standards and criteria to the satisfaction of the owning agency, in all four compliance categories (structural, nonstructural, foundation, geologic site hazards, and adjacency).

C1.3 Scope - Buildings

Buildings that require higher performance than Life-Safety should be identified as such prior to their elimination as exempted buildings to assure that they are given adequate consideration. Also performance expectations for recently constructed buildings should be compared with their required objectives. Benchmark years, suggested in Table 1-1 of the *Standards* (Section 1.1.1), may not be applicable to the higher performance objectives.

The list of buildings that need not meet the *Standards* – either because they are unlikely to present a significant life-safety risk or because they do not fit within the boundaries commonly related to *building* standards and technology – was developed considering the extent of application of FEMA 310 and previous exemptions listed in the *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary* that are still valid.

08/16/2011 10:49 3107256840 FAA AWP54B PAGE 30

These maps should be used by agencies along with site-specific studies (where appropriate) to establish the seismicity of a site.

1.2.1 Items Not Included in the *Standards*

The *Standards* do not include means to evaluate or mitigate the effects of:

- flooding,
- fire,
- wind,
- blast, or
- volcanic activity.

The *Standards* also do not address criteria for:

- repair of damaged or deteriorated buildings, including damage caused by previous earthquakes,
- preparation of post-earthquake preparedness plans, or
- seismic instrumentation of Federal buildings.

C1.2.1 Items Not Included in the *Standards*

Although there are obvious interactions between seismic hazards and other natural or man-made threats to buildings, a multi-hazard approach is beyond the scope of this document. However, before mitigation measures are taken for seismic deficiencies, it is strongly suggested that other potential hazards, particularly wind and blast, be considered. It is beyond the scope of these *Standards* to address evaluation and mitigation criteria for damaged or deteriorated buildings, including those buildings damaged by earthquakes. However, any agency conducting an evaluation of a building damaged by any cause must investigate the condition of both the vertical and lateral-force-resisting elements to ensure that these elements can perform dependably during an earthquake.

Seismic instrumentation of Federal buildings is not addressed by the Standards. Agencies should be encouraged to instrument a sample number of Federal buildings to record their responses during seismic events in order to validate and/or improve their expected performance.

1.3 Scope – Buildings

Except for buildings that require a seismic performance level beyond Life-Safety or Immediate Occupancy because of agency mission requirements, the following buildings are exempt from the *Standards*:

a. all buildings located in regions of low seismicity where S_{DS}<0.167 g, and S_{D1}<0.067 g (unless designated by agency as a critical facility),
b. detached one- and two-family dwellings located where S_{DS}<0.4 g,

08/16/2011 10:49 3107256840 FAA AWP54B PAGE 31

CERTIFICATION OF SEISMIC COMPLIANCE

(For Existing Building and/or New Buildings)

Date: SEP 17 2007

I certify that the building at 25311 Aero Way, Torrance, California 90505

Complete This Section For New Buildings:

Has been designed and constructed to meet the _____ edition of the _____ Building Code and meets or exceeds all seismic requirements for this code.

A code equivalency study __ is attached; __ is not required.

Complete This Section for Existing Buildings:

☐ Is in COMPLIANCE of SUBSTANTIAL LIFE SAFETY with regard to seismic safety and meets, at a minimum, the appropriate provisions of ICSSC RP4, *Standards of Seismic Safety for Existing Federally Owned or Lease Buildings* as follows:

☒ Building meets appropriate seismic provisions of 1955 edition of
(Date)

Uniform Building Code
(Standard or Code)

OR

☐ Is LESS THAN SUBSTANTIAL LIFE SAFETY with regard to seismic safety. The building has adequate strength to resist the appropriate evaluation earthquake defined in FEMA 178, NEHPR Handbook for the Seismic Evaluation of Existing Buildings, without significant structural failure. (Required documentation attached)

Name:

License No.: *SEAL*

Expiration Date:

FAA Use: Building is exempt from seismic consideration because _____.

Contracting Officer