



## U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: 07/15/2012 LEASE NUMBER: GS-09B-02851

THE GENERAL SERVICES ADMINISTRATION

FOR



IN

Los Angeles, CA

NAME: Linda Luong

TITLE: Contracting Officer

The information collection requirements contained in this Contract, that are not required by regulation, have been approved by the [REDACTED] pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

## 1.0 RECITALS

- A. The [REDACTED] is required, pursuant to 49 U.S.C. 40101 - the Aviation and Transportation Security Act (ATSA), to oversee security measures at the Los Angeles International Airport (LAX).
- B. The [REDACTED] is responsible for airline passenger and baggage screening services at the Airport.
- C. The United States General Services Administration (GSA), on behalf of [REDACTED], desires to lease certain facilities on the airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the [REDACTED].
- D. Space for [REDACTED] to screen passengers and baggage is expressly excluded from this LEASE.

## 2.0 AGREEMENT

THIS LEASE, made and entered into this date by and between The City of Los Angeles - Department of Airports, organized and existing under the laws of the State of California,

Whose address is:

1 World Way  
Los Angeles, CA 90045-5803

And whose interest in the property hereinafter described is that of **OWNER** hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

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

### **2.1 AMOUNT AND TYPE OF SPACE**

The Lessor hereby leases to the Government the following described premises:

- A. A total of **17,451** rentable square feet (RSF) of office and related space, which yields **17,451** ANSI/BOMA Office Area square feet (USF) of space, along with **0** reserved parking spaces located at Los Angeles International Airport, 1 World Way, Los Angeles, CA 90045 as indicated on the attached Floor Plan, to be used by Tenant for personnel, furnishing, and equipment.
- B. The common area factor for the leased premises occupied by the Government is established as **one (1.0)**.
- C. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.

### **2.2 LEASE TERM**

TO HAVE AND TO HOLD the said premises with their appurtenances for a term of approximately 78 months firm commencing on **July 15, 2012** and continuing through **December 31, 2018** inclusive.

### **2.3 TERMINATION RIGHTS**

The Government and Lessor reserve the right to terminate this lease in whole or in part with at least sixty (60) calendar days written notice to the other if (i) regularly scheduled commercial air services ceases, or (ii) the airport opts to replace [REDACTED] screeners with private contractors, (iii) the checkpoint supported by the leased space is closed, or (iv) the airport ceases operations. Notices shall be sent to:

FOR THE GOVERNMENT:

U.S. General Services Administration  
Real Estate Acquisition Division, Los Angeles Branch  
Attn: Linda Luong  
300 N. Los Angeles Street, Suite 4100  
Los Angeles, CA 90012

FOR THE LESSOR:

Los Angeles International Airport/Los Angeles World Airports  
Attn: Commercial Development Group  
One World Way  
P.O. Box 92216  
Los Angeles, CA 90009-2216

No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

#### 2.4 AUTHORITY TO RELOCATE

The Lessor reserves the right to relocate the Government upon written notice to the Government within the airport for comparable space up to a fifteen percent (15%) increase or decrease in total ANSI/BOMA square footages. Attachment "Exhibit A" shall be amended at any time to reflect changes as a result of a removal, addition or alteration to square footage subject to the Government's approval, which shall not be unreasonably withheld.

#### 2.5 RENTAL RATE

The Government shall pay the Lessor annual rent for time period commencing on **July 15, 2012** and continuing through **December 31, 2018** inclusive. See schedule of rent components below for details of step rents. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a lesser period shall be prorated. Rent checks (electronic funds transfer payments) shall be made payable to:

City of Los Angeles – Department of Airports  
1 World Way  
Los Angeles, CA 90045-5803

Rental Rates	17 Months 17 Days (7/15/2012-12/31/2013)		Year 2 (1/1/2014-12/31/2014)		Year 3 (1/1/2015-12/31/2015)	
	Rent	RSF / Annum	Annual Rent	RSF / Annum	Annual Rent	RSF / Annum
	\$1,988,192.43	\$113.93	\$2,207,551.50	\$126.50	\$2,318,016.33	\$132.83

Rental Rates	Year 4 (1/1/2016-12/31/2016)		Year 5 (1/1/2017-12/31/2017)		Year 6 (1/1/2018-12/31/2018)	
	Annual Rent	RSF / Annum	Annual Rent	RSF / Annum	Annual Rent	RSF / Annum
	\$2,433,890.97	\$139.47	\$2,555,524.44	\$146.44	\$2,683,265.76	\$153.76

#### 3.0 UTILITIES, SERVICES, AND LEASE ADMINISTRATION

##### 3.1 SERVICES, UTILITIES, MAINTENANCE

The Lessor is responsible for providing all utilities necessary for base building operations and all associated costs are included as a part of the established rental rates. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

- |  |   |   |  |  |
|--|---|---|--|--|
| <input checked="" type="checkbox"/> HEAT               | <input type="checkbox"/> TRASH REMOVAL                              | <input checked="" type="checkbox"/> ELEVATOR SERVICE          | <input type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY        | <input checked="" type="checkbox"/> CHILLED DRINKING WATER (PUBLIC) | <input checked="" type="checkbox"/> WINDOW WASHING (EXTERIOR) | <input type="checkbox"/> PAINTING FREQUENCY                            |  |
| <input type="checkbox"/> POWER (Special Equip.)        | <input checked="" type="checkbox"/> AIR CONDITIONING                | <input type="checkbox"/> CARPET CLEANING                      |  |  |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES                 |   |  |  |
| <input type="checkbox"/> SNOWREMOVAL                   | <input type="checkbox"/> JANITORIAL SERV. & SUPP.                   |   |  |  |

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

##### 3.2 MEASUREMENT OF SPACE (AUG 2008)

###### A. ANSI/BOMA OFFICE AREA SQUARE FEET:

- For the purposes of this Lease, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- ANSI/BOMA Office Area (ABOA) square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ABOA square feet shall be computed as if the deviation were not present.
- ABOA square feet and usable square feet (USF) may be used interchangeably throughout the lease documents.

**B. RENTABLE SPACE:**

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

**3.3 NORMAL HOURS**

Services, utilities, and maintenance shall be provided daily. The Government shall have access to the leased space at all times without additional payment, during other than normal hours, including the use of necessary services and utilities such as electrical services, toilets, lights, elevators, and Government office machines.

**3.4 TOILET ROOMS**

A. Government employees shall have access to all public toilet facilities for men and women in the airport terminal at all times without additional payment.

**3.5 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (AUG 2008)**

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

**3.6 HEATING AND AIR CONDITIONING**

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

**3.7 MAINTENANCE AND TESTING OF SYSTEMS (AUG 2008)**

A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.

B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

**4.0 FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES**

**4.1 FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES**

A. The Lessor shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this Lease) building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

B. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6<sup>th</sup> floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.

4.2 SEISMIC SAFETY FOR EXISTING CONSTRUCTION (REGION 9 - SEP 2008)

- A. The current spaces under this new lease are exempt from the Seismic Standard; however, in the event of any new construction the following Seismic Standards will apply.
- B. DEFINITIONS FOR THE PURPOSE OF THIS PARAGRAPH:
1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
  2. "ASCE/SEI 31" means, American Society of Civil Engineers Standard "Seismic Evaluation of Existing Buildings".  
ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or by visiting [HTTP://WWW.PUBS.ASCE.ORG](http://WWW.PUBS.ASCE.ORG).
  3. "RP 6" means, "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 6 and the National Institute of Standards and Technology as NISTIR 6762. RP 6 can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or by visiting <http://fire.nist.gov/bfrlpubs/build02/PDF/b02006.pdf>
  4. "Seismic Standards" mean the Life Safety Performance Level of RP 6, unless otherwise specified.
  5. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation as Attachment B, together with any required attachments.
  6. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
  7. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
  8. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.
- C. Offers to lease space totaling 10,000 Rentable Square Feet or less are exempt from the Seismic Standards unless the space is in a building with an Unreinforced Masonry, Reinforced Concrete Moment-Resisting Frame, Tilt-up Concrete or Precast Concrete Frame structural system. If the offer is exempt from the Seismic Standards, the Offeror shall include in its offer a statement that the building type of the offered building is not Unreinforced Masonry, Reinforced Concrete Moment-Resisting Frame, Tilt-up Concrete or Precast Concrete Frame. Offers qualifying under this exemption will be evaluated on an equal basis with offers that meet the Seismic Standards.
- D. The Government intends to award a lease to an Offeror of a building that meets the Seismic Standards. If an offer is received which meets the Seismic Standards and the other requirements of this solicitation, then other offers which do not meet the Seismic Standards will not be considered. If none of the offers meet the Seismic Standards, the Contracting Officer will make the award to the Offeror whose building meets the other requirements of this solicitation and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this solicitation.
- E. In order to meet the Seismic Standards, an offer must either include a Seismic Certificate establishing that the offered building complies with the Seismic Standards or include a commitment to renovate the building to comply with the Seismic Standards prior to delivery of the space.
1. The Offeror shall provide, with its initial offer, a Seismic Certificate. This certificate must be based upon a Tier 1 Evaluation and must include the checklists from the Tier 1 Evaluation.
  - (a) If the Tier 1 Evaluation does not demonstrate compliance with the Seismic Standards, the Offeror may obtain a Tier 2 or Tier 3 Evaluation in order to demonstrate compliance with the Seismic Standards. If the Offeror submits a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation, the data, working papers, and reports from such evaluation must be made available to the Government.
  - (b) The Contracting Officer may, at his/her discretion, allow an Offeror to submit a Seismic Certificate after the deadline for best and final offers. However, the Contracting Officer is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
  2. If the Offeror proposes to renovate the building in order to meet the Seismic Standards, the Offeror must provide the construction schedule with the offer. All design and construction documents for the renovation, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government prior to construction. If the offer includes a commitment to renovate the building to meet the Seismic Standards, the Lessor must deliver a Seismic Certificate establishing that the building conforms to the Seismic Standards prior to delivery of the space to the Government; the space shall not be considered substantially complete until an acceptable Seismic Certificate has been delivered to the Contracting Officer.

**4.3 ACCESSIBILITY (FEB 2007)**

The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

**4.4 HAZARDOUS MATERIALS**

The leased space shall be free of hazardous materials in compliance with all applicable Federal, State, and Local environmental laws and regulations including, but not limited to the following:

- A. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented.
- B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").
  - a. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.
  - b. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable federal, state, or local laws, regulatory standards and guidelines.
  - c. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
  - d. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate an Actionable Mold problem, the Government may implement a corrective action program and deduct its costs from the rent.

**4.5 RECYCLING (DEC 2007)**

Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this Lease, the Lessor shall comply with such State and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

**4.6 GREEN LEASE SUBMITTALS (SEP 2010)**

A. The current spaces under this new lease are exempt from Green Lease Submittals; however, in the event of any new construction the following Green Lease Submittals will apply.

**B. NO LATER THAN THE DUE DATE FOR FINAL PROPOSAL REVISIONS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:**

1. If this SFO requires a LEED® Certification, the name of the proposed LEED® Accredited Professional (AP) team member and qualifications document for integrative design practice.
2. Proof of the Energy Star label from EPA for the most recent year. For new construction, a Statement of Projected Energy Performance reflecting an Energy Star benchmark score of 75 or higher. Refer to "Energy Efficiency and Conservation" in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
3. If the offered building will not have an Energy Star label in accordance with one of the statutory exceptions listed in the "Energy Efficiency and Conservation" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO, a written statement addressing which energy efficiency and conservation improvements can be made to the building must be submitted. If no improvements can be made, the offeror must demonstrate to the Government using the Energy Star Online Tools in the SFO paragraph, entitled "Energy Efficiency and Conservation," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the contracting officer. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

**C. AFTER AWARD, THE LESSOR SHALL SUBMIT TO THE CONTRACTING OFFICER:**

1. Product Data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted NO LATER THAN the submission of the Design Intent Drawings for the leased space, as outlined in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
2. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Indoor Air Quality During Construction paragraph.
3. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.

4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the ARCHITECTURAL FINISHES section of the SFO.
5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of the SFO.
6. Construction Waste Management Plan:  
Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the contracting officer, may permit alternative means of disposal.
7. Building Recycling Service Plan:  
A building recycling service plan with floor plans annotating recycling area(s) as part of Design Intent Drawings to be reflected on the Construction Drawing submission.
8. A signed statement provided to the contracting officer, completed by the Lessor for the leased space, explaining how all HVAC systems serving the leased space will achieve the desired ventilation of the space during the flush-out period called for in the "Indoor Air Quality During Construction" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
9. In accordance with the incorporation of commissioning requirements called for in the "Mechanical, Electrical, Plumbing: General" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO, a written commissioning plan submitted to the contracting officer prior to the completion of Design Intent Drawings that includes:
  - a. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the contracting officer immediately); and
  - b. A description of how commissioning requirements will be met and confirmed.
10. If renewable source power is purchased, documentation within 9 months of occupancy.

#### 4.7 ENERGY EFFICIENCY AND CONSERVATION (SEP 2010)

- A. The current spaces under this new lease are exempt from Energy Efficiency and Conservation; however, in the event of any new construction the following Energy Efficiency and Conservation will apply.
- B. Existing buildings must have earned the Energy Star label in the most recent year or will have obtained it prior to lease award, unless the offered space meets one of the statutory exceptions listed below. All new construction shall achieve an Energy Star label within 18 months after occupancy by the Government. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. ENERGY STAR tools and resources can be found at the <http://www.energystar.gov> Web site. The term "most recent year" means that the date of award of the Energy Star label by EPA must not be more than 1 year prior to the lease award date. For example, an Energy Star label awarded by EPA on October 1, 2010 is valid for all lease awards made on or before September 30, 2011.
- C. To earn the Energy Star label, a building owner or representative must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>.
- D. EXCEPTIONS. The Energy Independence and Security Act of 2007 (EISA) allows a Federal agency to lease space in a building that does not have an Energy Star label if:
  1. No space is offered in a building with an Energy Star label in the delineated area that meets the functional requirements of an agency, including location needs;
  2. The agency will remain in a building they currently occupy;
  3. The lease will be in a building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
  4. The lease is for 10,000 rentable square feet or less.

#### E. REQUIREMENTS FOR ALL BUILDINGS EXCEPTED FROM AN ENERGY STAR LABEL.

1. If an Energy Star label building is not offered or an exception is met in accordance with subparagraph "C" above, the successful Offeror must, nevertheless, agree to renovate the space for all energy efficiency and conservation improvements that would be cost effective over the firm term of the lease.
2. Such improvements may consist of, but are not limited to, the following:

- a. Heating, Ventilating, and Air Conditioning (HVAC).
- b. Lighting Improvements.
- c. Building Envelope Modifications.

Additional information can be found on [www.gsa.gov/leasing](http://www.gsa.gov/leasing) under "Green Leasing."

3. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of building improvements that achieve cost savings over the firm term of the lease sufficient to pay the incremental additional costs of making the building improvements.
  4. If the offered space meets one of the statutory exceptions identified above, but the successful Offeror obtains the Energy Star label prior to occupancy (or no later than one (1) year after signing the lease for succeeding and superseding leases), the lessor is not required to renovate such space for the energy efficiency and conservation improvements that may have been agreed to in the lease.
- F. **IMPROVEMENTS SCHEDULE.** All improvements must be accomplished according to the following schedule:
1. With the exception of succeeding or superseding leases, the improvements must be completed **prior to occupancy**.
  2. For succeeding and superseding leases, the improvements must be completed **no later than one (1) year after signing the lease**.
- G. **ENERGY STAR ONLINE TOOLS.** To earn the ENERGY STAR label, a building owner or representative must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>. The ENERGY STAR® Building Upgrade Manual and Building Upgrade Value Calculator are tools which can be helpful in considering energy efficiency and conservation improvements to buildings.
1. **ENERGY STAR® BUILDING UPGRADE MANUAL.** This manual provides information on planning and implementing profitable energy saving building upgrades. The ENERGY STAR® Building Upgrade Manual is available at: <http://www.energystar.gov/bldgmanual>.
  2. **BUILDING UPGRADE VALUE CALCULATOR.** The Building Upgrade Value Calculator, developed by the U.S. Environmental Protection Agency (EPA), is a product of the partnership between Energy Star, BOMA International, and the BOMA Foundation. This calculator was developed as part of BOMA's Energy Efficiency Program (BEEP), a series of courses designed to help commercial real estate practitioners improve their buildings' energy efficiency performance. The calculator tool was developed to help property professionals assess the financial value of investments in a property's energy performance. The Building Upgrade Value Calculator estimates the financial impact of proposed investments in energy efficiency in office properties. The calculations are based on data input by the user, representing scenarios and conditions present at their properties. The Building Upgrade Value Calculator is available on the Energy Star Web site at <http://www.energystar.gov/financiaevaluation>.
- H. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform Energy Savings Performance Contracts (ESPC), as well as additional information on cost effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the [www.eere.energy.gov/femp](http://www.eere.energy.gov/femp) Web site, or call the Federal Energy Management Program (FEMP) Help Desk at 1-877-337-3463.
- I. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable.
- J. The Offeror is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

## **5.0 STANDARD CONDITIONS AND REQUIREMENTS**

The following standard conditions and requirements shall apply to any premises offered for lease to the GOVERNMENT:

### **5.1 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY**

- A. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for any new construction at the airport designed for the intended use of the Government.
- B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.



**5.2 TELECOMMUNICATIONS**

- A. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required, subject to Lessor's approval which shall not be unreasonably withheld.

**5.3 WAIVER OF RESTORATION (AUG 2008)**

The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

**5.4 ALTERATIONS (SEP 1999)**

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 remain the property of the Government and may be removed or otherwise disposed of by the Government subject to the Lessor's approval, which shall not be unreasonably withheld. The Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space subject to the Lessor's approval, which shall not be unreasonably withheld.

**5.5 CENTRAL CONTRACTOR REGISTRATION (AUG 2008)**

The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. No change of ownership of the leased premises will be recognized by the Government until the new owner registers in the CCR system.

**5.6 UNAUTHORIZED IMPROVEMENTS**

All questions pertaining to this lease agreement shall be referred in writing to the GSA Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.

**5.7 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (NOV 2005)**

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest subject to the Lessor's approval, which shall not be unreasonably withheld. The Lessor understands that time is of the essence in immediate threat situations and shall work with the Government to provide expedited approvals as necessary.

**6.0 ATTACHEMENTS TO LEASE**

The following are attached and made a part hereof:

- 6.1 EXHIBIT A - [REDACTED] LEASE INVENTORY AT LAX, 1 PAGE;
- 6.2 FLOOR PLANS - MASTER LEASE FLOOR PLANS, 15 PAGES;
- 6.3 GSA FORM 3517 GENERAL CLAUSES (REV. 11/05), 2 PAGES;
- 6.4 GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS (REV. 1/07), 7 PAGES.

APPROVED AS TO FORM:

Carmen A. Trutanich, City Attorney

Date: October 21, 2012

By: [Signature]

Deputy/Assistant City Attorney

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

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

LESSOR	
SIGNATURE <u>[Signature]</u>	NAME AND OFFICIAL TITLE OF SIGNER <u>Debbie Bowers,</u> <u>Deputy Executive Director</u>
ADDRESS	
UNITED STATES OF AMERICA	
IN THE PRESENCE OF (SIGNATURE) <u>[Signature]</u>	NAME AND OFFICIAL TITLE OF SIGNER <u>Sandra J. Miller,</u> <u>Secretary</u>
SIGNATURE <u>[Signature]</u>	NAME OF SIGNER <u>Linda Luong</u>
	OFFICIAL TITLE OF SIGNER <u>Lease Contracting officer</u>
AUTHORIZED FOR LOCAL REPRODUCTION	