



**NOTICE AND AGENDA OF MEETING OF THE
MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Mesa Gateway Airport Authority and to the public that the Mesa Gateway Airport Authority will hold a meeting open to the public on **Tuesday, March 18, 2025 beginning at 9:00 a.m.** in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Mesa Gateway Airport Authority may attend either in person or by audioconference. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03 (A)(3)&(4).

The agenda for the meeting is as follows:

1. Call to Order (Mayor Julia Wheatley, Chair)

Members of the Mesa Gateway Airport Authority will attend either in person or via videoconference.

2. Pledge of Allegiance

3. Call to the Public

Members of the Board may not discuss items that are not on the agenda. Therefore, action taken as a result of public comment will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date. Maximum of three minutes per speaker.

4. Executive Director's Report - J. Brian O'Neill, A.A.E., Executive Director/CEO

5. Consent Agenda

a) **Minutes** of the Board Meeting held on **February 18, 2025.**

b) **Resolution No. 25-07** – Authorizing the purchase and installation of nine (9) 5-Ton HVAC Units from **365 Mechanical, LLC** in an amount not to exceed \$196,038.17.

c) **Resolution No. 25-08** – Authorizing a contract modification in the amount of \$250,000 to the current Transportation Security Administration In-Line Checked Baggage Inspection System Project, CMAR Pre-Construction Services Contract with **The Weitz Company**, to include development of a Guaranteed Maximum Price, for a new contract total of \$300,000 in TSA funding and Airport non-grant funding under CIP 1265.

d) **Resolution No. 25-09** – Authorizing a contract for the purchase and installation of Fire System Valves from **Cross Fire Protection LLC (Cross Fire)** in an amount not to exceed \$100,255.50 under CIP 1303.

Consideration and Possible Approval of:

6. Resolution No. 25-10 – Adopting the proposed **Operating Budget, Capital Budget, Debt Service Budget, and Member Government Contributions** for the fiscal year ending June 30, 2026.

7. **Resolution No. 25-11** – Authorizing a lease agreement with the **United States Department of Agriculture, Forest Service (USDA-FS)** for the exclusive use of 276,699 square feet of Airport-owned apron (Alpha Apron Phase 3). The lease term commences on November 15, 2026, and terminates on November 14, 2046.
8. **Board Member Comments/Announcements**
9. **Next Meeting: Tuesday, April 15, 2025 at 9:00 a.m.**
10. **Adjournment**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Misty Johnson at 480-988-7607 or mrjohnson@gatewayairport.com. Requests should be made as early as possible to allow time to arrange the accommodation.



- **Airport Reports Record Month for Operating Income in January**
- **TSA Fast-Tracks New Explosive Detection Facility at Gateway Airport**
- **Allegiant Begins Nonstop Service to Colorado Springs, CO**
- **Gateway East Planning Five-Story SpringHill Suites by Marriott Hotel**
- **New Airport Entrance Monument Sign Taking Shape**
- **Aerospace and Defense Future48 Workforce Accelerator Launched at CGCC**
- **Real ID/Arizona Travel ID Deadline is May 7, 2025**

Executive Director's Report March 2025



Gateway Commerce Center III Industrial Buildings Go Vertical

Financial Snapshot

OPERATING INCOME	January		Month Variance	FYTD Comparison		FYTD Variance
	2024	2025		FY24	FY25	
Revenues	\$2,708,139	\$3,072,071	\$363,932	\$17,510,556	\$19,092,383	\$1,581,827
Less Expenses	\$2,197,982	\$2,352,602	\$154,620	\$15,093,331	\$16,576,204	\$1,482,873
Operating Income (Before Depreciation)	\$510,157	\$719,469	\$209,312	\$2,417,225	\$2,516,179	\$98,954

Investment Fund Balances: As of January, the Local Governmental Investment Pool (LGIP) 700 = \$6,677,006; Wells Fargo; Collateralized Money Market = \$5,454,004 and Commercial/Paper Brokered CD's = \$57,975,825; Total \$70,106,835. MGAA invests in fixed rate instruments.

Finance and Accounting

Airport Reports Record Month for Operating Income in January

Mesa Gateway Airport Authority (MGAA, Authority) reported a net operating income of \$719,469 for the month of January 2025, a new record for financial performance in January.

January aeronautical revenues increased by 15% and non-aeronautical revenues increased by 11% on a year-over-year monthly comparison. Mesa Gateway Airport (Airport, Gateway Airport) experienced a record month for retail fuel sales (30% increase), aeronautical lease income (18% increase) and a spike in rental car fees. Each of these categories were the highest monthly totals for the fiscal year.

Operating expenditures for January increased by seven percent and totaled \$2,352,602. The increase was due to higher cost-of-goods-sold for aviation fuel and increases in employee compensation and contract services.

Fiscal-year-to-date operating expenditures are three percent under the FY25 MGAA Board-Approved Budget.

Authority Chief Financial Officer Chuck Odom presented the FY26 Budget to the MGAA Board at their February meeting. The Board will vote on the FY26 Budget on March 18, 2025.

Active/Pending Solicitations

TYPE OF SOLICITATION	Number	Title	Anticipated Contract Award
Invitation for Bid	2025-005-IFB	Fire Tank Valves Replacement	March 2025
Request for Qualifications	2025-006-RFQ	Air Service Development Consulting Services	April 2025
Request for Qualifications	2025-003-RFQ	South Apron Aeronautical Development	June 2025

Future Solicitations

TYPE OF SOLICITATION	Number	Title	Scheduled for Release
Request for Qualifications	2025-008-RFQ	Business Plan Continuity Redevelopment	April 2025
Request for Proposals	2025-004-RFP	Airport Website Redesign	April 2025

Airport Operations

Allegiant Begins Nonstop Service to Colorado Springs, CO



Allegiant Flight Crew Readies for Inaugural Flight to COS

On February 12, 2025, Allegiant began twice-weekly nonstop service from Gateway Airport to Colorado Springs, CO. This exciting new service launch is part of Allegiant's plan to increase flights, and eventually, add more destinations at the Airport during 2025.

Allegiant's flight schedule for March is 35% more than March 2024, and April 2025 is 32% more than last April. MGAA appreciates Allegiant's continued investment in the greater Phoenix market.

For more information or to book your trip to Colorado Springs, please visit www.allegiantair.com.

PASSENGER COUNTS		January		% Change	FYTD		% Change
		2024	2025		FY24	FY25	
Passengers	TOTAL	158,391	169,813	7%	1,009,026	1,066,997	6%
	Deplaned	82,184	87,774	7%	513,918	546,283	6%
	Enplaned	76,207	82,039	8%	495,108	520,714	5%
Allegiant	Scheduled	154,041	165,697	8%	990,489	1,044,755	5%
Sun Country	Scheduled	4,350	4,116	-5%	18,537	22,242	20%

OPERATIONS		January		% Change	FYTD		% Change
		2024	2025		FY24	FY25	
Air Carrier		1,122	1,250	11%	7,030	8,099	15%
Military		395	246	-38%	1,640	1,251	-24%
General Aviation		21,646	23,695	9%	153,097	163,340	7%
TOTAL		23,163	25,191	9%	161,767	172,690	7%

Arizona's Travel ID Will Get You Through Airport Security After May 7, 2025

May 7, 2025 is the federal deadline for domestic airline travelers to have a federally compliant form of identification. If you plan to use your driver's license or state-issued ID card for travel after that date, make an appointment at an Arizona Department of Transportation Motor Vehicle Division office to get your Arizona Travel ID.

Without the Arizona Travel ID or other form of federally compliant identification such as a valid U.S. passport, you'll risk missing an airline flight because the standard Arizona driver's license and ID card will no longer be accepted at TSA checkpoints as of May 7, 2025.

Community Noise Report

CALLERS	January		FYTD	
	2024	2025	FY24	FY25
Total	20	14	92	63

AIRCRAFT TYPE	January		FYTD	
	2024	2025	FY24	FY25
	Callers	Callers	Callers	Callers
Commercial	5	5	41	27
GA Total	6	7	24	28
Helicopter	7	0	24	6
Military	2	2	3	2
Total	20	14	92	63

MGAA received communications from a total of 14 individuals regarding aircraft noise issues during the month of January 2025, compared to 20 individuals last January.

LOCATION	January		FYTD	
	2024	2025	FY24	FY25
Mesa	4	8	20	19
Gilbert	5	5	38	29
Gold Canyon	0	0	0	0
Queen Creek	4	0	23	5
Queen Valley	1	0	4	4
Apache Junction	0	0	0	2
San Tan Valley	0	1	1	3
Chandler	0	0	0	0
Florence	0	0	0	1
Goodyear	1	0	1	0
Phoenix	2	0	2	0
Tempe	3	0	3	0
TOTAL	20	14	92	63

Gateway Aviation Services

Gateway Aviation Services, the Airport Authority owned and operated fixed base operator (FBO) pumped more than 1.77MM gallons of aviation fuel during the month of January 2025, a 6% increase compared to last January. YTD25, the FBO has pumped a total of 10,620,241 gallons.

FUEL (Gallons)	January			FYTD		
	2024	2025	% Change	FY24	FY25	% Change
AvGas	36,072	56,617	57%	242,694	348,785	44%
Retail Jet A	75,083	94,849	26%	406,638	613,084	51%
Contract	274,115	228,503	-17%	2,123,923	1,615,089	-24%
Commercial	1,247,023	1,366,688	10%	7,023,510	7,912,124	13%
Cargo	35,865	25,446	-29%	152,141	131,159	-14%
TOTAL	1,668,158	1,772,103	6%	9,948,906	10,620,241	7%

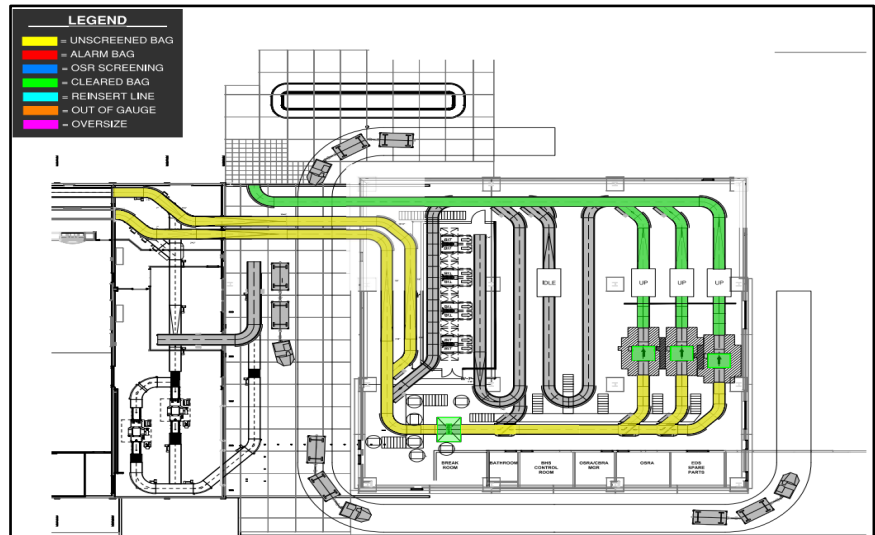
Engineering, Planning, and Facilities

TSA Fast-Tracks New Explosive Detection Facility at Gateway Airport

Do you ever wonder where your checked baggage goes once they take it from you at the airline ticket counter and place it on the conveyor belt? Every checked bag must pass through and be cleared by an explosive detection system (EDS) before it's allowed to be placed in the cargo hold of your aircraft. An EDS utilizes computed tomography (CT) X-ray technology to generate detailed 3D images of the bag's

contents, allowing Transportation Security Administration (TSA) personnel to identify potential threats like explosives or weapons within the baggage. If a bag alarms during the screening process, a secondary hand screening is completed by the TSA officer.

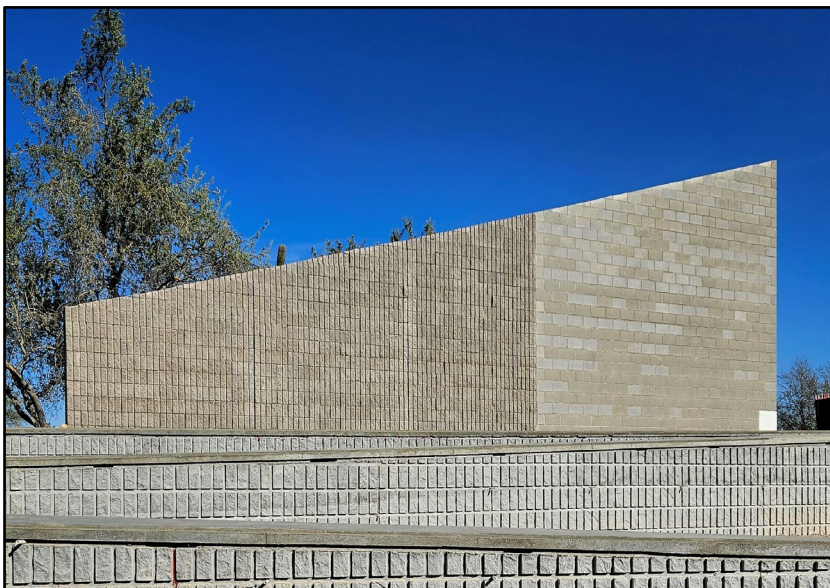
At Gateway Airport, our inline explosive detection system currently includes two EDS machines capable of processing up to 200 bags/hour each. During peak travel periods, the current system nears capacity and creates challenges for both the airlines and TSA. MGAA staff are working with TSA on a new \$30MM EDS facility that will upgrade and enhance system capabilities with two new EDS machines that process up to 800-1,000 bags/hour each.



Schematic for New Inline EDS Facility at Gateway Airport

The new EDS facility was originally scheduled to be constructed during 2026, but MGAA was just informed that TSA is accelerating the project to begin in 2025. Great news for Gateway Airport!

New Airport Entrance Monument Sign Taking Shape



Airport Entrance Monument Sign Taking Shape

If you've been to the Airport recently, you can't miss the ongoing construction project at the intersection of Ray and Sossaman Roads. Crews are hard at work erecting the new Airport entrance monument signs on both sides of the intersection.

Gone are the birds, fighter jets, and the gabion walls that served as the official entrance to Gateway Airport for decades. The new structures, designed to reflect more modern aspects of flight, growth, and progress, use concrete, steel accents, lighting, and enhanced landscaping to better represent the

emerging role that Gateway Airport plays in Arizona's multimodal transportation system. At more than 22-feet tall and 54-feet long, the new entrance monument signs will be a notable first impression for the growing number of air travelers across greater Phoenix that are discovering the ease, convenience, and value of Gateway Airport. The project is scheduled to be completed in the beginning of May.

Business Development

Gateway East Planning Five-Story SpringHill Suites by Marriott Hotel



Rendering of New SpringHill Suites Hotel



Site Map Showing Hotel, Retail, and Restaurants

The Boyer Company, master developer for the 273-acre Gateway East Airport Business Park, is planning a new five-story, 125-room SpringHill Suites by Marriott hotel and retail and restaurant space at the intersection of Ellsworth Road and Gateway Blvd. This exciting project is located across the street from Arizona Athletic Grounds (AAG), the new Gulfstream West Coast Service Center, and XNRGY Climate System's new 275,000 sq. ft. manufacturing facility and U.S. Headquarters.

AAG is one of the largest youth sports and entertainment complexes in the country. The facility has over 475,000 sq. ft. of fieldhouse space and 158 fields and courts. Meg Stevens, President of AAG was excited to learn about the new SpringHill Suites by Marriott hotel being built across Ellsworth Road.



"Arizona Athletic Grounds hosts over 400 tournaments and games each year, welcoming more than 2.4 million visitors from across the country. The new SpringHill Suites hotel, conveniently located just across the street, offers an ideal accommodation option for both teams and spectators."

Meg Stevens, President of Arizona Athletic Grounds

Arizona Arsenal Soccer Club (AASC), a premier competitive youth soccer organization in Arizona, calls AAG home. Tanna Finnvik, President of AASC sees great value for her soccer club in the new hotel, retail, and restaurants planned for Gateway East.



"Arizona Arsenal Soccer Club has more than 85 teams and holds many tournaments and games at AAG throughout the year. The new SpringHill Suites by Marriott hotel will be perfect for the growing number of out-of-state soccer teams and their families visiting Arizona to compete."

Tanna Finnvik, President of Arizona Arsenal Soccer Club

The new SpringHill Suites hotel project, including the retail space and restaurant pads, is welcome news for area companies like Gulfstream and XNRGY Climate Systems, as well as the residents of Eastmark, Cadence at Gateway, and other East Mesa communities.



"XNRGY Climate Systems is excited to welcome the planned SpringHill Suites hotel by Marriott to Gateway East. This hotel and the associated retail development will provide many benefits for our employees and customers as we grow our Arizona operations in Mesa."

Wais Jalali, Chairman and CEO of XNRGY Climate Systems

Aerospace and Defense Future48 Workforce Accelerator Launched at CGCC



Governor and VIPs at Workforce Accelerator Launch

On February 19, the Maricopa County Community College District (MCCCD) and Chandler-Gilbert Community College (CGCC), joined Arizona Governor Katie Hobbs, the Arizona Commerce Authority (ACA), and partners from Boeing and Honeywell for the launch of the first-of-its-kind **Aerospace & Defense Future48 Workforce Accelerator**. The aerospace and defense-focused facility will open in the fall of 2026 at CGCC's Williams campus, across the street from Mesa Gateway Airport, bringing together students and industry partners to shape the future of Arizona's aerospace manufacturing workforce. MCCCD will receive \$6 million from the ACA to support the state-of-the-art training facility. Students will have access to flexible training spaces, labs, and industry-standard equipment, creating a seamless transition between lectures and skill-based learning. The accelerator will expand CGCC's aviation programs, building on existing offerings such as Aircraft Maintenance Technology—providing affordable degree and certificate pathways in airframe, powerplant, and comprehensive maintenance—and Airway Science Technology. Flexible, accelerated training opportunities will support rapid upskilling and workforce entry in emerging aviation fields.

MGAA TEAM MEMBER SPOTLIGHT

Employee Name: John Burgmeier
Employee Title: Project Coordinator
MGAA Department: Engineering, Planning, and Facilities
Years with MGAA: 8 Years



What are your job responsibilities for MGAA? As a Project Coordinator, I help manage various Airport improvement projects and oversee design and construction with consultants and contractors. I maintain project schedules and budgets, ensure safety and compliance, and documentation. I coordinate with various stakeholders such as the FAA, ADOT and MGAA tenants and users, keeping staff apprised and updated while minimizing operational disruptions.

What is your most memorable Gateway Airport moment? My most memorable Gateway Airport moment would be collaborating with U.S. Marine Squadron HMX-1 to plan and execute the transportation and parking logistics for the President's Marine One VH-3 helicopter and its accompanying V-22 Ospreys in preparation for a Presidential rally in October 2018. This required extensive coordination and planning to ensure everything ran smoothly on the event day.

What is something people may not know about you I earned my Private Pilot certificate before I got my driver's license at the age of 17.



**MINUTES OF THE PUBLIC MEETING OF THE
MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS | February 18, 2025**

A public meeting of the Mesa Gateway Airport Authority (MGAA, Authority) was convened on Tuesday, February 18, 2025, beginning at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona.

Members Present

Mayor Julia Wheatley, Queen Creek
Lt. Governor Regina Antone, Gila River Indian
Community
Mayor Mark Freeman, Mesa
Mayor Scott Anderson, Gilbert
Mayor Chip Wilson, Apache Junction
** Neither present nor represented*

Airport Staff Present

J. Brian O'Neill, Executive Director/CEO
Scott Brownlee, Deputy Director/COO
Chuck Odom, CFO
Misty Johnson, Clerk of the Board
Jill Casson Owen, Attorney

1. **Call to Order** at 9:01 a.m. (Mayor Wheatley, Chairwoman)

2. **Pledge of Allegiance**

3. **Call to the Public**

Prior to the start of the Board meeting, City of Mesa Vice Mayor/District 6 Councilmember Scott Somers submitted to the Clerk of the Board a public comment card to speak on the topic of the Boyer Commercial Development and his desire to see high quality retail and hospitality development opportunities.

4. **Executive Director's Report** – J. Brian O'Neill, A.A.E., Executive Director/CEO
Executive Director O'Neill provided a briefing on various Airport projects.

- Representatives from the following companies provided a briefing on the development projects for their respective organizations. Due to a last-minute scheduling conflict, Gulfstream was unable to attend.
 - **Virgin Galactic** - Megan Hellam, Director, Technical Operations, Analysis & Performance
 - **Boyer/Gateway East** – Matt Jensen, Partner, Boyer Company
 - **SkyBridge Arizona** – Will Moseley, General Manager
 - **Gateway Commerce Center III** – David Wetta, Founder Wetta Ventures
 - **Redevelopment Project** – Devon Gentry, Senior Analyst, Phoenix Rising Investments on behalf of AMPLify
- Air service development
 - December and January passenger activity up 17% and 7% respectively
 - Allegiant added nonstop service to Colorado Springs on February 12th
 - Allegiant's schedule shows a 35% increase in flights in March and 32% in April
 - 2025 Mead & Hunt Air Service Conference is on April 1-3, 2025 in Phoenix
- The Triennial Emergency Preparedness Exercise was held at Mesa Gateway Airport (Airport) on February 4, 2025. The live training drill prepares the Authority, first responders, and mutual aid organizations for an actual emergency. The Authority acknowledges the many participating municipalities, agencies, airports, companies, and volunteers that generously gave their time, energy, and expertise to make this year's training exercise event a success.

- The U.S. Forest Service (USFS) is preparing for the 2025 wildfire season. Aircraft have begun arriving at Gateway Airport for training. The USFS plans to open its Mesa Base on the 22nd of March.
- The Authority has hosted several newly elected officials for tours of the Airport. These tours aid in understanding the economic importance of the Airport to the Phoenix East Valley and the State. The Executive Director invited all elected officials to tour the Airport or to have an Airport representative come and speak at a City or Town Council meeting.
- May 7, 2025 is the federal deadline for domestic airline travelers to have a federally compliant form of identification called Real ID, or in Arizona it's called Travel ID. Standard Arizona drivers' licenses and ID cards will no longer be accepted at TSA checkpoints.
- The reconstruction of Runway 12R-30L will be completed over the next two years. Phase I began in October 2024. Once the southern portion is completed in April, Phase II, the northern half of Runway 12R-30L, will be reconstructed after receiving the proposed grant. Concrete from the southern half of the 10,400-foot runway has been removed and crushed, and will be reused as the base course under the new concrete. This important infrastructure project totals approximately \$45MM, with a majority of the funding coming from FAA grants.
- The Authority is updating the signage for the front entrance of the Airport at the intersection of Ray and Sossaman Roads. A new monument sign, landscaping, irrigation, and lighting will be completed by the end of March 2025.
- The south end of the Airport's airside service road has been reconstructed to accommodate fuel trucks traveling between the east side and west side of the airfield. The service road is paved and will be open for use by the end of February 2025.
- The Authority has received a federal grant to update the airfield electrical system. Over the next two years the electrical system will be updated in conjunction with ongoing runway projects. This will include new LED lighting, upgrading the vaults, and the wiring connecting the three 10,000 ft. runways and ramp areas.
- A new TSA checked baggage system will replace two older Reveal machines that can only clear 200 checked bags an hour. The new upgraded explosive detection equipment will be capable of clearing 800 – 1,000 bags an hour. This additional capacity will be necessary as the Airport continues to grow. This project is scheduled to get underway in August 2025.

5. Fiscal Year 2026 Budget Presentation – Chuck Odom, Chief Financial Officer

- Mr. Odom provided a presentation on MGAA's proposed FY26 Operating and Capital Budget for the Board's review. The Board will be asked to consider the budget for approval at the March 18, 2025, MGAA Board meeting.

6. Consent Agenda

- a) **Minutes** of the Board Meeting held on **January 21, 2025**.
- b) **Resolution No. 25-05** – Authorizing the purchase of a vehicle from **San Tan Auto Partners, LLC, dba San Tan Ford (San Tan Ford)**, in an amount not to exceed \$60,000 under CIP 1278.
- c) **Resolution No. 25-06** – Authorizing the purchase of Jet A and 100LL Avgas fuel from **Ascent Aviation Group, Inc. (World Fuel)** for Airport Authority resale in the amount of \$2,225,000.

Mayor Chip Wilson moved to approve the Consent Agenda.
Mayor Mark Freeman seconded the motion.
The motion was carried unanimously.

7. Board Member Comments/Announcements.

None.

8. Next Meeting: Tuesday, March 18, 2025 at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona. Members of the Mesa Gateway Airport Authority may attend either in person or by audioconference.

9. Adjournment.

The meeting adjourned at 10:05 a.m.

Dated this ____ day of _____ 20__.

Misty Johnson, Clerk of the Board



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Board Action Item

Re: Resolution 25-07

To: Board of Directors
From: Bob Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: TSA Checkpoint HVAC Replacement Phase I – CIP 1302
Date: March 18, 2025

Proposed Motion

To authorize the purchase and installation of nine (9) 5-Ton HVAC Units from 365 Mechanical, LLC in an amount not to exceed \$196,038.17.

Narrative

Due to the age and continual use of the HVAC Units in the TSA Security Checkpoint, it has been determined that many of the units have reached the end of their useful life cycle. The facilities team had initially planned to replace all 15 units in FY25, with a budget allocation of \$130,000 for the project. However, after obtaining quotes for the replacement, the costs significantly exceeded the original budget. As a result, the project has been restructured into two phases. Phase I will involve the replacement of nine (9) 5-ton units and extensive piping relocation, while Phase II will focus on replacing the remaining units.

MGAA is a participating member of the Strategic Alliance for Volume Expenditures (SAVE) allowing it to utilize existing contracts entered into by other SAVE members. The HVAC Systems and Mechanical Services will be procured under the City of Tempe Contract #T22-001-01 with 365 Mechanical, LLC. This contract is available upon request.

Fiscal Impact

This project is included in the FY25 Capital Budget utilizing MGAA non-grant funding under CIP 1302.

Attachment(s)

Proposal



RESOLUTION NO. 25-07

WHEREAS, the Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 *et seq.* owns and operates the Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to authorize the purchase and installation of nine (9) 5-Ton HVAC Units from 365 Mechanical, LLC in an amount not to exceed \$196,038.17;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes the purchase and installation of nine (9) 5-Ton HVAC Units from 365 Mechanical, LLC in an amount not to exceed \$196,038.17. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 18th day of March, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

Estimate #8403



Billing Address

Mesa-Gateway Airport
6033 South Sossaman Road
Mesa AZ 85212 United
States
tmcmillan@gatewayairport.c..
+1 480 688 3313

Service Address

Mesa-Gateway Airport
6033 South Sossaman Road
Mesa AZ 85212 United
States
tmcmillan@gatewayairport.c..
+1 480 688 3313

Send Payment To

365 Mechanical, LLC
1817 S. Home #10
Mesa AZ 85204
+14805038974
service@365mechanical.com
ROC 290600

Sent On	12/16/24
Total	\$196,038.17
Payments	\$0.00
Balance	\$196,038.17

Scope of Work

MESA GATEWAY AIRPORT PROPOSAL FOR PHASE 1: REPLACE (9) 5TON WSHP FOR TSA AREA

Charges

Item	Description
Equipment	<p>PHASE 1 : (9) 5TON UNITS</p> <p>TRANE</p> <p>EXHK06041*OKB0RLD010100110000000000001A</p> <p>WSHP Model EXHK0604 Unit Configuration High efficiency horizontal Nominal Capacity 5 ton Refrigerant Circuit Heating & cooling Return-Air Arrangement Left</p> <p>Supply-Air Arrangement Right</p> <p>Unit Voltage 460/60/3 External Static Pressure (ESP) 0.500 in H2O Total External SP 0.528 in H2O Total FLA 10.10 A Min Circuit Ampacity (MCA) 12.00 A Max Overload Protection (MOP) 15.00 A Motor & Fan Motor Type Variable ECM - constant torque Supply Motor HP 1.000 hp Efficiency Information @ AHRI Cooling Efficiency Ratio 17.0 EER Heating Efficiency Ratio 5.40 COP (kW/kW) Efficiency Information @ Design Cooling Power 3.82 kW Heating Power 4.00 k</p> <p>WSHP Model EXHK0247</p> <p>Unit Configuration High efficiency horizontal</p> <p>Nominal Capacity 2 ton</p> <p>Refrigerant Circuit Heating & cooling</p> <p>Return-Air Arrangement Left</p> <p>Supply-Air Arrangement Right</p> <p>Unit Voltage 265/60/1</p> <p>External Static Pressure (ESP) 0.500 in H2O</p> <p>Total External SP 0.524 in H2O</p> <p>Total FLA 12.00 A</p> <p>Min Circuit Ampacity (MCA) 15.00 A</p> <p>Max Overload Protection (MOP) 20.00 A</p> <p>Motor & Fan</p> <p>Motor Type Variable ECM - constant torque</p> <p>Supply Motor HP 0.500 hp</p> <p>Efficiency Information @ AHRI</p> <p>Cooling Efficiency Ratio 18.1 EER</p> <p>Heating Efficiency Ratio 5.60 COP (kW/kW)</p> <p>Efficiency Information @ Design</p> <p>Cooling Power 1.50 kW</p>

Heating Power 1.76 kW

Coil Performance

Commercial
Install Labor

- **Remove grid and put back**
- **Remove and replace water lines where needed**
- **Demo old equipment**
- **Install new equipment per proposal**
- **Paint new unit (Flat Black)**
- **Removed and install supply/return**
- **Install new condensate line items (P-trap/ fittings/pipe)**
- **Reused old disconnects**
- **Replace fuses with new**
- **Perform factory start up**

NIGHT WORK RATE

EXCLUDES: REMOVING FIRE SPRINKLERS/MAIN WATER SHUT OFF VALVE REPLACEMENTS

Material
Package
Water
Source
Heat Pump

- **Sheet metal items (pookie tape/paste)**
- **Misc. copper material (soft copper pipe, elbows, insulation)**
- **Hardware(all thread/bolts/washers)**
- **Ceiling grid repair items**
- **Misc. electrical material (fuses, wire nuts,tape)**
- **Equipment recycling fee**
- **Scissor lift/scaffolding**
- **Painting materials**

INCLUDED: **UP TO 850\$(10 UNITS ONLY NEEDED) PER UNIT/PER CONTRACTOR (TO USE YOUR CONTRACTORS FOR REMOVAL OF COMMUNICATION WIRES/FIRE ONLY**

- **EXCLUDES: **DISCONNECT BOXES/CIRCUIT SETTER***

Subtotal	\$196,038.17
Tax	\$0.00
Total	\$196,038.17

Notes

EXCLUSIONS: Any labor or material not stated as scope of work

Credit card payments are subject of additional 3.5% surcharge. Financing available, please call office for details. THIS OFFER IS GOOD FOR 30 DAYS.

Terms

Pursuant to Arizona law, Owner has the right to file a written complaint against Contractor with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154, subsection A, and the acts and omissions set forth therein. The telephone number for the Arizona Registrar of Contractor's is (602) 542-1525 and the website is <https://roc.az.gov/>. Complaints must be made within the applicable time period as set forth in A.R.S. § 32-1155, subsection A.

Signatures

Name	Signature	Reason	Requested	Signed	Document
	Waiting for customer to sign	Approve the estimate	Feb 10 2025 8:52 am		Estimate
	Waiting for customer to sign	Approve the estimate	Feb 7 2025 12:02 pm		Estimate
	Waiting for customer to sign	Approve the estimate	Dec 16 2024 12:33 pm		Estimate
	Waiting for customer to sign	Approve the estimate	Dec 16 2024 8:08 am		Estimate



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Board Action Item

Re: Resolution 25-08

To: Board of Directors
From: Bob Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: TSA In-Line Checked Baggage System Design Contract Modification, The Weitz Company – CIP 1265
Date: March 18, 2025

Proposed Motion

To authorize a contract modification in the amount of \$250,000 to the current Transportation Security Administration (TSA) In-Line Checked Baggage Inspection System (CBIS) Project, CMAR Pre-Construction Services Contract with The Weitz Company, to include development of a Guaranteed Maximum Price (GMP), for a new contract total of \$300,000 in TSA funding and Airport non-grant funding under CIP 1265.

Narrative

Due to the increase in passenger traffic at the Mesa Gateway Airport (MGAA), it was determined that the existing Baggage Handling System (BHS) will not be able to adequately keep up with the number of bags being checked. MGAA staff are working with Studdiford Technical Solutions, LLC (STS), an Engineering and Design Architectural Firm, and the Weitz Company, a Contractor, to provide project planning, design support, and CMAR Pre-Construction Services for a new in-line CBIS. This project is being done in collaboration and coordination with the TSA, airlines and other airport stakeholders to deliver a system which meets the screening requirements set forth by the TSA.

The scope of this contract modification is to provide additional project planning, design support, and pre-construction services to develop the GMP for the new in-line CBIS. The design portion will include a second runout conveyor to increase capacity and sorting options along with supporting electrical and communication integration. The CMAR Pre-Construction Services will include the continuation of constructability reviews, evaluation for efficiency and cost savings, current and projected market conditions for labor and materials, and GMP preparation and submission.

Fiscal Impact

This project is included in the FY25 Capital Budget utilizing TSA funds and MGAA non-grant Passenger Facility Charges, under CIP 1265.

Attachments: Proposal



RESOLUTION NO. 25-08

WHEREAS, the Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 *et seq.* owns and operates the Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to authorize a contract modification in the amount of \$250,000 to the current Transportation Security Administration In-Line Checked Baggage Inspection System Project, CMAR Pre-Construction Services Contract with The Weitz Company, to include development of a Guaranteed Maximum Price, for a new contract total of \$300,000 in TSA funding and Airport non-grant funding under CIP 1265;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes a contract modification in the amount of \$250,000 to the current Transportation Security Administration In-Line Checked Baggage Inspection System Project, CMAR Pre-Construction Services Contract with The Weitz Company, to include development of a Guaranteed Maximum Price, for a new contract total of \$300,000 in TSA funding and Airport non-grant funding under CIP 1265. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 18th day of March, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

January 13, 2025

Proposed BHS Development Pre-Construction Service Agreement (Extension)

To: Bob Draper
From: Mina Wassef
RE: Pre-Construction Scope and Service Rates

As we wrap up the initial 30% schematic budget, Weitz would like to propose the following extension (amendment) to the existing preconstruction agreement through the GMP process, anticipated to start in March upon receiving final design documents with completion of GMP by June. Our objective is to deliver a final GMP cost proposal which will include the following:

- General Understanding and Project Planning
 - Driving completion of project planning, design development with project team, and project construction documents.
 - Validating solution viability and risk.
 - Continued advocate for safety and quality execution in execution planning.
- Attending Meetings
 - Assist in design program analysis.
 - Provide project planning site usage and improvements, design and schedule assistance.
- Financial Analysis
 - Cash flow analysis.
 - Cost estimating including square foot analysis, soliciting trade partner proposals, pricing detailed estimates, development and submittal of GMP proposals, documented knowledge of marketplace conditions, bid coordination.
 - Value engineering includes Bulldog monitoring of project changes, subcontractor pre-qualification, selection, and award.
- Constructability Reviews
 - Identify errors, omissions, conflicts, quality issues and potential cost problems through design phase.
 - Virtual design construction.
- Detail Project Schedule
 - Lean strategies for execution
 - Permit management, time and integration, procurement planning, milestone and contingency impact planning.
- Preliminary Information Gathering and Analysis
 - Special systems, equipment, materials, environmental, site preparation, and construction enabling
 - Environmental preparation planning and other considerations
 - Design and construction contingency
- Logistics
 - Safety and hazard analysis
 - Security planning and coordination

The services will be limited to Mesa Gateway Airport BHS development activities and reporting to Gateway Airport authority (Owner). **Wavier of Consequential Damages and Limitation of Liability:** Notwithstanding any other term or condition in this Agreement to the contrary, the Owner agrees to waive all claims against the Construction Manager (Weitz) for consequential damages that may arise out of or relate to this Agreement, including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits, loss of reputation, or insolvency. The Owner further agrees that Construction Manager's maximum liability arising from or related to this Agreement shall not exceed the total compensation paid to the Construction Manager for services performed pursuant to this Agreement. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.



Estimated of Guarantee Maximum Cost:

Total increase to the executed agreement (executed October 7th, 2024) is not to exceed \$250,000.00 USD increase, bringing the total agreement value to \$300,000.00, which Weitz will not exceed without specific written approval of amendment of this agreement by Mesa Gateway Airport Authority. Weitz asks for a 90-day review concerning the continuation of the Pre-Construction service agreement or if it should be authorized to be extended. Pay applications will be provided each month following an initial review and approval by Mesa Gateway authority. Services will be provided on a time and material basis according to the following rate schedule noted below.

Rate Schedule

Rate Creation: Rates are based on the average wage for the position which make up 60-70% of the rate, remaining distributed among benefits, liability insurance, payroll taxes and office overhead, travel and logistic costs, and contractor fees.

		<i>Cost</i>
<i>Position</i>	Preconstruction Director / Executive / JSM /Sundt	\$250 / hour
	Senior BHS Designer, VP Program Services	\$225 / hour
	Senior Project Manager	\$180 / hour
	Senior Preconstruction Manager	\$180 / hour
	Project Coordinator / Pre-Construction Coordinator	\$80/ hour
	Senior Estimator	\$165 / hour
	Scheduler	\$160 / hour
	VDC Engineer	\$120 / hour
	Project Safety Manager	\$150 / hour
	Field Superintendent	\$125 / hour
	Field Engineer	\$105 / hour
	<i>Insurance</i>	General Liability Insurance
Auto Liability Insurance		\$5,000,000
Workers Compensation and Employer’s Liability		\$ 100,000
Total Not to Exceed \$300,000		

The Owner and the Construction Manager accept the relationship of trust and confidence established between themselves by this Agreement. Each covenant with the other to cooperate with one another and the Architect/Engineer in furthering the best interests of the Project; to treat one another with fairness and in good faith; and as to Construction Manager, to furnish its best skill and judgment.

Extent of Agreement: This Agreement represents the entire agreement for Preconstruction Services between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

See attached estimated hours by staff position for the amendment to this agreement.

Thank you,

Mina Wassef

General Manager

The Weitz Company, LLC / Orascom Construction USA, Inc.

2111 E. Highland Avenue, Suite 400, Phoenix, AZ 85016

O: 832-962-7448 | C: 571-305-3518 | E: mina.wassef@weitz.com

Job Cost Projection Report

Begin Month: 1/1/2025 End Month: 6/1/2025

<u>Cost Code</u>	<u>Month</u>	<u>Employee Name</u>	<u>Position</u>	<u>Reg. Rate</u>	<u>Total Hours</u>	<u>Wage Amount</u>
120 Southwest						
S123899	Mesa Gateway In-Line Baggage Precon Budget to GMP					
PreCon	1/1/2025	P. Schoeffler	Sr. Precon	180.00	10.00	\$1,800.00
PreCon	2/1/2025	P. Schoeffler	Sr. Precon	180.00		
PreCon	3/1/2025	P. Schoeffler	Sr. Precon	180.00	50.00	\$9,000.00
PreCon	4/1/2025	P. Schoeffler	Sr. Precon	180.00	70.00	\$12,600.00
PreCon	5/1/2025	P. Schoeffler	Sr. Precon	180.00	70.00	\$12,600.00
PreCon	6/1/2025	P. Schoeffler	Sr. Precon	180.00	70.00	\$12,600.00
					270.00	\$48,600.00
PreCon	1/1/2025	C. Harper	Precon Dir	250.00	4.00	\$1,000.00
PreCon	2/1/2025	C. Harper	Precon Dir	250.00		
PreCon	3/1/2025	C. Harper	Precon Dir	250.00	5.00	\$1,250.00
PreCon	4/1/2025	C. Harper	Precon Dir	250.00	5.00	\$1,250.00
PreCon	5/1/2025	C. Harper	Precon Dir	250.00	8.00	\$2,000.00
PreCon	6/1/2025	C. Harper	Precon Dir	250.00	15.00	\$3,750.00
					37.00	\$9,250.00
PreCon	1/1/2025	M. Zessin	Sr. PM	180.00	5.00	\$900.00
PreCon	2/1/2025	M. Zessin	Sr. PM	180.00		
PreCon	3/1/2025	M. Zessin	Sr. PM	180.00	5.00	\$900.00
PreCon	4/1/2025	M. Zessin	Sr. PM	180.00	10.00	\$1,800.00
PreCon	5/1/2025	M. Zessin	Sr. PM	180.00	10.00	\$1,800.00
PreCon	6/1/2025	M. Zessin	Sr. PM	180.00	10.00	\$1,800.00
					40.00	\$7,200.00
PreCon	1/1/2025	B. Mayfield	Sr. Precon	180.00	10.00	\$1,800.00
PreCon	2/1/2025	B. Mayfield	Sr. Precon	180.00		
PreCon	3/1/2025	B. Mayfield	Sr. Precon	180.00	50.00	\$9,000.00
PreCon	4/1/2025	B. Mayfield	Sr. Precon	180.00	70.00	\$12,600.00
PreCon	5/1/2025	B. Mayfield	Sr. Precon	180.00	70.00	\$12,600.00
PreCon	6/1/2025	B. Mayfield	Sr. Precon	180.00	70.00	\$12,600.00
					270.00	\$48,600.00
PreCon	1/1/2025	K. Kwake	Sr. Precon	180.00	10.00	\$1,800.00
PreCon	2/1/2025	K. Kwake	Sr. Precon	180.00		
PreCon	3/1/2025	K. Kwake	Sr. Precon	180.00	50.00	\$9,000.00
PreCon	4/1/2025	K. Kwake	Sr. Precon	180.00	70.00	\$12,600.00
PreCon	5/1/2025	K. Kwake	Sr. Precon	180.00	70.00	\$12,600.00
PreCon	6/1/2025	K. Kwake	Sr. Precon	180.00	70.00	\$12,600.00
					270.00	\$48,600.00

Job Cost Projection Report

Begin Month: 1/1/2025 End Month: 6/1/2025

<u>Cost Code</u>	<u>Month</u>	<u>Employee Name</u>	<u>Position</u>	<u>Reg. Rate</u>	<u>Total Hours</u>	<u>Wage Amount</u>
120 Southwest						
<u>S123899</u>	Mesa Gateway In-Line Baggage Precon Budget to GMP					
PreCon	1/1/2025	M. Shamsoun	Sr. Est	165.00	10.00	\$1,650.00
PreCon	2/1/2025	M. Shamsoun	Sr. Est	165.00		
PreCon	3/1/2025	M. Shamsoun	Sr. Est	165.00	50.00	\$8,250.00
PreCon	4/1/2025	M. Shamsoun	Sr. Est	165.00	70.00	\$11,550.00
PreCon	5/1/2025	M. Shamsoun	Sr. Est	165.00	70.00	\$11,550.00
PreCon	6/1/2025	M. Shamsoun	Sr. Est	165.00	70.00	\$11,550.00
					270.00	\$44,550.00
PreCon	1/1/2025	T. Moore	Sr. PS	180.00	5.00	\$900.00
PreCon	2/1/2025	T. Moore	Sr. PS	180.00		
PreCon	3/1/2025	T. Moore	Sr. PS	180.00	5.00	\$900.00
PreCon	4/1/2025	T. Moore	Sr. PS	180.00	5.00	\$900.00
PreCon	5/1/2025	T. Moore	Sr. PS	180.00	5.00	\$900.00
PreCon	6/1/2025	T. Moore	Sr. PS	180.00	4.72	\$850.00
					24.72	\$4,450.00
PreCon	1/1/2025	JSM	Consultant	250.00	5.00	\$1,250.00
PreCon	2/1/2025	JSM	Consultant	250.00		
PreCon	3/1/2025	JSM	Consultant	250.00	20.00	\$5,000.00
PreCon	4/1/2025	JSM	Consultant	250.00	30.00	\$7,500.00
PreCon	5/1/2025	JSM	Consultant	250.00	50.00	\$12,500.00
PreCon	6/1/2025	JSM	Consultant	250.00	50.00	\$12,500.00
					155.00	\$38,750.00
<u>S123899</u>	Mesa Gateway In-Line Baggage Precon Budget to GMP				1,336.72	\$250,000.00



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Board Action Item

Re: Resolution 25-09

To: Board of Directors
From: Bob Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Fire System Valves Replacement and Installation – Cross Fire Protection LLC – CIP 1303
Date: March 18, 2025

Proposed Motion

To authorize a contract for the purchase and installation of Fire System Valves from Cross Fire Protection LLC (Cross Fire) in an amount not to exceed \$100,255.50 under CIP 1303.

Narrative

The Fire Pump Valves, which are located at two separate locations, the South Central (Fire Tanks), and the 1083 Pump House, have reached the end of their useful life cycle and are in need of replacement. The current costs to repair and maintain these valves is increasing significantly, many parts are no longer available, and downtime would cause a safety issue due to having no fire protection to the buildings supported by these fire pumps.

The Invitation for Bid (IFB), Solicitation 2025-005-IFB - Fire System Valves Replacement and Installation, was issued on January 27, 2025, and advertised in the Arizona Business Gazette on 1/30, 2/6, 2/13 and 2/20/25. It was also posted on the AzAA and Mesa Gateway Airport Authority Website. In addition, the IFB was emailed to a list of 5 prospective vendors. The bid opening was held on February 27, 2025, and one (1) bid was received.

Cross Fire Protection LLC \$100,255.50

Following MGAA's Procurement Policy 24-59 when only one submittal is received, staff confirmed that the specifications contained in the IFB were not overly restrictive and performed a price analysis to ensure the pricing received was in line with the services requested. MGAA staff are recommending to award the purchase and installation of the Fire System Valves to Cross Fire.

Fiscal Impact

This purchase was included in the FY25 Capital Budget and is funded with MGAA non-grant funds under CIP 1303.

Attachment(s): Contract



RESOLUTION NO. 25-09

WHEREAS, the Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 *et seq.* owns and operates the Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to authorize a contract for the purchase and installation of Fire System Valves from Cross Fire Protection LLC (Cross Fire) in an amount not to exceed \$100,255.50 under CIP 1303;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes a contract for the purchase and installation of Fire System Valves from Cross Fire Protection LLC (Cross Fire) in an amount not to exceed \$100,255.50 under CIP 1303. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 18th day of March, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

CONSTRUCTION CONTRACT

A. EFFECTIVE DATE:

This Contract is entered into by and between the Owner and the Contractor for construction of the Project and shall be effective as of the date signed by Owner.

B. OWNER:

MESA GATEWAY AIRPORT AUTHORITY, formally known as Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona
5835 South Sossaman Road
Mesa, Arizona 85212-6014
Phone: 480.988.7600
Fax: 480.988.7641

C. CONTRACTOR:

Cross Fire Protection
19445 W. Indian School Road, Suite 102-107
Litchfield Park, AZ 85340

D. PROJECT:

**Fire System Valves Replacement
Authority Project No. 1303**

E. WORK TO BE PERFORMED:

The intent of the *Fire System Valves Replacement* project is to replace the existing fire system valves at the Airport's fire protection systems which have reached the end of their useful life.

The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, storage and other facilities and services necessary for proper execution and completion of the work.

F. RECITALS:

The Owner intends to remove the existing fire system valves and replace them with new valves and other items as necessary for the full and efficient use of the project in connection with Mesa Gateway Airport located in Mesa, Arizona. The Owner desires to contract for certain services and materials, and the Contractor desires to provide services and materials.

NOW, THEREFORE, intending to be legally bound and for valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner and Contractor agree as follows:

G. AGREEMENTS:

ARTICLE 1 THE CONTRACT

The Contract consists of (1) this Construction Contract, (2) The Bidding Requirements, (3) Drawings, Technical Specifications and other documents or amendments referenced in Article 17 of this Construction Contract, and (4) any amendments or modifications to the foregoing documents, including (a) a written amendment signed by both parties, (b) a Change Order, (c) a Change Directive, (d) Supplementary Instructions, or (e) a written order for a minor change in the work (collectively the "Contract").

ARTICLE 2 THE WORK

The Contractor shall execute the entire work described in the Contract and all work reasonably inferable as necessary to produce the results intended by the Contract. The Contractor shall be solely responsible for and have control over methods, techniques, sequences, safety, and procedures associated with its work and for coordinating all portions of the work under this Contract.

ARTICLE 3 CONTRACT TIME

The Contractor shall achieve Final Completion (as defined in Article 10) of Schedule I no later than a total of **60 Calendar Days** from the date of issuance of the Notice to Proceed and includes lead time for ordering equipment.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of \$100,255.50 (One Hundred Thousand Two Hundred Fifty-Five Dollars and Fifty Cents), subject to the additions and deductions as provided in the Contract.

4.2 Unit prices are set forth in the Bid Proposal attached hereto as Schedule I in Exhibit A. The unit prices include (1) all materials, equipment, labor, delivery, installation, overhead, profit, taxes, insurance, and commissions, and (2) any other costs or expenses in connection with or incidental to the performance of that portion of the work to which such unit prices apply.

ARTICLE 5 SUBCONTRACTORS

5.1 Nothing contained in the Contract shall create any contractual relationship between the Owner and any Subcontractor.

5.2 The Owner shall have the right to reject any proposed Subcontractor, including additional or replacement subcontractors, for whom Owner has a reasonable objection. The Owner will promptly provide to the Contractor, in writing, a statement on whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity.

5.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. No increase in the Contract Sum or Contract Time shall be allowed for such change. The right of the Owner to reject proposed

Subcontractors shall not diminish the Contractor's responsibility for the performance of the Contractor's Subcontractors.

5.4 The Contractor will not change any Subcontractor that has been previously approved by Owner without the prior written consent of the Owner. Nor shall the Contractor add any additional Subcontractors without the prior written consent of the Owner.

5.5 The Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract, and to assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the Owner. All Contractor's subcontractors shall 1) guarantee the work to be performed will be in compliance with this Contract and, 2) purchase and maintain insurance and comply with all insurance provisions required by this Contract.

ARTICLE 6 WORK HOURS

6.1 Contractor shall submit to the Owner for review, its proposed schedule within seven (7) calendar days from the date of award of the contract.

6.2 Except as otherwise provided in the Contract, work can be performed six (6) days per week, excluding Sundays and Holidays. Notwithstanding the foregoing, in the event of emergency or when required to complete the work in accordance with the work Milestone Dates, if any, work may be performed on night shifts, overtime, weekends, or Holidays, provided that permission to do so has been obtained from the Owner and confirmed in writing by the Owner within 72 hours of the commencement of such work. The Contractor will not be entitled to additional compensation for work performed outside of regular working hours, except to the extent the Owner approves, in writing, such compensation in advance. If so approved, such compensation shall in such event cover only the direct cost of the premium portion of the time involved and not overhead and profit. In no event will Contractor be entitled to additional compensation for work performed outside regular hours where occasioned by delays, need for repairs or other causes attributable to Contractor or its Subcontractors. Notwithstanding the foregoing and unless overtime has been requested by the Owner, the Contractor shall bear all costs of standby contractors or subcontractors, if any. In the event the Contractor performs any of the work on night shifts, overtime, weekends or holidays, the Contractor shall comply with all laws, ordinances, codes, rules, and regulations applicable thereto (including, without limitation, those relating to noise).

ARTICLE 7 CHANGE ORDERS

A Change Order is a written order to the Contractor signed by the Owner authorizing a change in the (1) Work, (2) Contract Sum or (3) Contract Time. Only a Change Order may change the Contract Sum or Contract Time. The Contractor or its Subcontractors shall not perform any work for which the Contractor intends to seek additional money or an extension of time unless the Contractor obtains a written Change Order or written approval by the Owner prior to performing the work. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including without limitation, any adjustment in the Contract Sum or Contract Time. A Change Order signed by the Contractor without any indication of change in the Contract Sum or Contract Time indicates the Contractor's agreement that there will be no change in the Contract Sum or Contract Time (collectively "Change Order").

ARTICLE 8 TAXES, PERMITS, AND FEES

The Contractor shall pay any and all sales, consumer, use, transaction privilege, and similar taxes on all monies owed for the Work or portions thereof provided by the Contractor.

ARTICLE 9 PAYMENTS

9.1 Upon Final Completion, the Contractor shall submit to the Owner an itemized application requesting payment for work completed, substantiating the Contractor's right to payment as the Owner may require ("Application for Payment").

9.2 Change Order Required for Payment. Applications for Payment may not include requests for payment on account of changes in the work which have been properly authorized by Change Directives but not yet included in executed Change Orders.

9.3 Disputes with Subcontractors. Applications for Payment may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason.

9.4 Payment for Stored Materials. Unless otherwise provided in the Contract, payments shall be made on account of materials delivered and suitably stored at the Site for subsequent incorporation in the work. Payment will not be made for materials and equipment suitably stored off the Site. Payment for materials and equipment stored on the Site shall be conditioned upon (1) compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, (2) property insurance as set forth in the Owner's Invitation for Bid (solicitation 2025-005-IFB) and (3) transportation to the Site. The Owner will not consider requests to pay for items that are stored offsite, or off-the-shelf type materials not requiring a long lead time to order.

9.5 Lien Waivers. The Contractor warrants that title to all work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor also warrants that upon submittal of an Application for Payment all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, or other persons or entities making a claim by reason of having provided labor, materials, or equipment relating to the work. All Applications for Payment shall include lien waivers executed by the Contractor and all Subcontractors providing labor, equipment or materials for the work in the form set forth in A.R.S. § 33-1008. If a Subcontractor, sub-subcontractor, vendor, supplier, manufacturer, or other entity or person supplying labor, equipment, or materials related to the work refuses to furnish a lien waiver for Contractor's Application for Payment, the Contractor shall furnish a bond satisfactory to the Owner against such possible lien prior to payment. Payment shall not be due until Contractor furnishes such bond. The Contractor shall also indemnify defend and hold harmless the indemnified parties against any lien by any Subcontractor, sub-subcontractor, vendor, supplier, manufacturer or other entity or person supplying labor, equipment, or materials related to the work.

9.6 Payments to Subcontractors shall be in accordance with Arizona Revised Statutes Title 32. The Owner shall have no obligation to pay or to see to the payment of money to a subcontractor.

ARTICLE 10 FINAL COMPLETION AND FINAL PAYMENT

10.1 Upon completion of the work, the Contractor shall forward to the Owner a written notice that the work is ready for final inspection and acceptance and shall also forward to the Owner an Application for Payment. Upon receipt, the Owner will promptly make such inspection. When the Owner finds the work acceptable under the Contract and the Contract fully performed ("Final Completion"), the Owner will

promptly issue a final recommendation stating that to the best of its knowledge, information and belief, and on the basis of its observations and inspections, the work has been completed in accordance with the Contract and that the Contract Sum is due, less authorized deductions, if any.

10.2 Conditions to Payment. Payment to the Contractor shall be made within thirty (30) days after compliance with Article 10.1 and 10.2. Payment shall not become due until the Contractor submits to the Owner (1) an original affidavit acknowledging that all Subcontractors, material suppliers, payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied, (2) the manufacturer's warranties and instructions for maintenance and operation of each item of equipment and apparatus included in the work, and (3) a full and final release and waiver of liens from the Contractor and all Subcontractors.

10.3 Waiver of Claims. Acceptance of payment by the Contractor or Subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of Application for Payment.

ARTICLE 11 TERMINATION

11.1 Termination by the Owner for Cause

11.1.1 Criteria for Termination for Cause. The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or
- j. Breaches any provision of the contract, or
- k. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

11.1.2 Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

11.1.3 Effect of Termination for Cause. When any of the above conditions exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's Surety, if any, ten (10) days' written notice, terminate the Contract and may, subject to any prior rights of the Surety:

- a. take possession of the Site and all materials, equipment, tools, and construction

-
- equipment machinery thereon owned by the Contractor;
 - b. accept assignment of subcontracts pursuant; and
 - c. finish the work by whatever reasonable method the Owner may deem expedient.

11.1.4 Contractor Right to Receive Payment. When the Owner terminates the Contract for one of the reasons stated in Article 11.1.1, the Contractor shall not be entitled to receive further payment until the work is finished.

11.1.5 Costs for Finishing Work. If the unpaid balance of the Contract Sum exceeds costs of finishing the work, including charges incurred by the Owner, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Owner, and this obligation for payment shall survive termination of the Contract.

11.2 Owner's Termination for Convenience

11.2.1 Effect of Termination for Convenience. The Owner reserves the right to terminate the Contract for convenience and without cause even if Contractor has not failed to perform any part of the Contract. Termination of the work hereunder shall be affected by written notice to the Contractor. Upon receipt of such notice, Contractor shall, unless the notice otherwise directs:

- a. Immediately discontinue the work and the placing of all orders and subcontracts in connection with this Contract;
- b. Immediately cancel all of the existing orders and subcontracts made hereunder;
- c. Immediately transfer to the Owner all materials, supplies, work in progress, appliances, facilities, machinery and tools acquired by the Contractor in connection with the performance of the Contract, and take such action as may be necessary or as the Owner may direct for protection and preservation of the work relating to this Contract;
- d. Deliver all plans, Drawings, Specifications and other necessary information to the Owner; and
- e. Complete performance of the work not terminated by the notice.

11.2.2 Contractor's Exclusive Remedy. If the Owner terminates the Contract for convenience, the following shall be the Contractor's exclusive remedy:

- a. Reimbursement of all actual expenditures and costs approved by the Owner as having been made or incurred in performing the work;
- b. Reimbursement of expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the Contractor in performing the Contract;
- c. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

11.3 Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

11.4 The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 12 INSURANCE

Contractor agrees to provide insurance at the times and in the amounts as provided for in the Owner's Invitation for Bid (Solicitation 2025-005-IFB) to Owner prior to any work commencing.

ARTICLE 13 CLEANING UP

13.1 Daily Clean Up. The Contractor shall, on a daily basis, clean up after its operation by removing rubbish, including old and surplus materials. The Contractor shall use its best efforts to prevent dust. All waste materials, rubbish and debris resulting from Contractor's work shall be removed regularly from the Site and disposed in accordance with federal, state, and local laws.

13.2 Final Clean Up. At the completion of the work, the Contractor shall remove all its waste materials and rubbish from and about the Site as well as all its tools, construction equipment, machinery and surplus materials. The Contractor shall professionally wash and clean all surfaces and leave the work neat and clean, ready for occupancy by the Owner, unless higher cleaning standards are required elsewhere in the Contract. The Contractor shall be responsible for the overall cleanliness and neatness of the work.

13.3 Failure to Clean Up. If the Contractor fails to perform regular daily cleanup or to cleanup at the completion of the work as specified, the Owner may do so or cause such work to be performed, with the cost paid for by the Contractor. The Owner shall have the right to retain such costs from payments due Contractor.

ARTICLE 14 SAFETY

14.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- a. employees on the work and other persons who may be affected thereby;
- b. the work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Contractor or the Contractor's Subcontractors;
- c. other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- d. construction or operations by the Owner or other Contractors.

14.2 If the Contractor fails to maintain the safety precautions required by law, the Owner may take action as necessary and charge the Contractor therefore. However, the failure of the Owner to take any such action shall not relieve the Contractor of its obligations set forth in Article 14.1. If the Contractor fails to maintain the safety precautions required by law, the Contractor shall, if directed by the Owner, remove all forces from the Project without cost or loss to the Owner until the Contractor complies with such safety precautions.

ARTICLE 15 WARRANTY

15.1 The Contractor warrants to the Owner that (1) materials and equipment furnished under the Contract will be of first quality and new, (2) the work will be free from defects, and (3) the work will conform to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

15.2 The Contractor shall assign to the Owner, before Final Payment is due, all manufacturer's warranties relating to equipment, materials, and labor used in the work.

ARTICLE 16 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall fully protect, indemnify, defend and hold harmless Owner, its agents, representatives, officers, directors, officials, and employees (collectively the "Indemnitees") from and against any and all liabilities, claims or demands, arising out of or resulting from, either directly or indirectly, the performance of the work or the conditions of the work site, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the work itself) including the loss of use resulting therefrom, and (2) is caused by any act, neglect, default or omission of the Contractor or Subcontractor or anyone for whose acts either of them may be liable. But in no event shall Contractor be required to indemnify Owner for Owner's negligence. The Contractor's indemnity obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Article 16. The Contractor at its own expense and risk shall defend all legal proceedings that may be brought against the indemnified parties on any such liability, claim or demand, and satisfy any resulting judgment that may be rendered against any of them.

ARTICLE 17 CONTRACT DOCUMENTS

17.1 The Contract, except for modifications issued after the effective date of the Construction Contract, consists of the following documents:

- 17.1.1 The *Construction Contract*.
- 17.1.2 The Bidding Requirements.
- 17.1.3 MGAA Standard Terms and Conditions stated in the IFB (2025-006-IFB).
- 17.1.4 Plans, Specifications and Addenda attached.
- 17.1.5 All Exhibits to this Contract.
- 17.1.6 Bid Documents as follows:
 - a. Bid Proposal Cover Sheet signed and dated February 26, 2025.
 - b. Contractor Bid Proposal dated February 26, 2025.
 - c. Certificate of Insurability dated February 26, 2025.
 - d. Standard Certifications signed by and dated February 26, 2025.
- 17.1.7 Amendments or modifications to the Contract, if any, to which the parties may agree during Contract performance.

17.2 There are no Contract Documents other than those listed above in this Article 17. The Contract Documents may only be amended, modified, or supplemented as provided for in this Contract.

17.3 The Contract Documents are complementary, and a requirement called for by one is as binding as if called for by all. In resolving conflicts, if any, the Contract Documents shall be given the precedence that the Owner determines is consistent with their intent and that will produce the intended result. When not in contradiction with this priority, the Contract Documents shall be given precedence in the order in which they are listed in this Article 17.

ARTICLE 18 MISCELLANEOUS

18.1 If any provision(s) of the Contract is/are invalid, illegal or unenforceable, all other provisions of the Contract shall nevertheless remain in full force and effect. If any Contract provision is inapplicable to any person or circumstance, that provision shall nevertheless remain applicable to all other persons and circumstances.

18.2 It is Contractor's and Owner's intent that all provisions of law required to be inserted or referenced in the Contract Documents shall be incorporated into them. If any provision of law is not inserted or referenced in the Contract Documents, or is inserted or referenced in improper form, the provision shall be considered inserted or referenced in proper form at no increase in Contract Price or Contract Time.

18.3 Contractor shall not sell, assign, transfer or otherwise convey any of its rights and shall not delegate any of its duties under this Contract without Owner's prior express written consent. In its sole discretion Owner may refuse to consent to any proposed assignment or delegation. Any attempted sale, assignment, transfer, conveyance or delegation in violation of this Article 18.3 shall be void and shall relieve Owner of any further liability under the Contract Documents. If Owner consents in writing to an assignment, unless specifically stated to the contrary in the consent, the assignment shall not release or discharge Contractor from any duty or responsibility set forth in the Contract Documents.

18.4 Nothing contained in the Contract shall in any manner authorize, empower, or constitute Contractor, its subcontractors, or suppliers as agent(s) of Owner, authorize or empower Contractor, its subcontractors, or suppliers to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of Owner or authorize or empower Contractor, its subcontractors or suppliers to bind Owner in any manner or to make any representation, warranty, covenant, agreement, or commitment on Owner's behalf. Contractor shall perform all work under this Contract as an independent contractor. Only Owner of this Contract shall have rights to enforce any changes to this Contract.

18.5 This Contract shall be binding on Owner and Contractor and all of their respective successors, heirs, legal representatives, and, if Owner has consented to an assignment or delegation as provided in Article 18.3, assigns and delegates.

18.6 This Contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire, integrated agreement between the parties with respect to the work to be performed under the Contract Documents.

18.7 This Contract shall be governed by and construed in accordance with the laws of the state of Arizona, without giving effect to any rules governing conflict of laws.

18.8 The approval and continuation of this Contract is subject to the availability of funds either provided to, made available to, or appropriated by the Owner for this purpose. In the event that funds are not available or appropriated for the Owner's payment requirements under this contract for the goods and/or

services to be provided hereunder, the Owner may terminate this contract by providing notice to the Contractor of the lack of the availability of funds.

18.9 The Contractor warrants (1) that it is licensed under the laws of the State of Arizona to perform the work, and (2) that it is familiar and will comply with all applicable laws, statutes, ordinances, building codes, rules and regulations and lawful orders of public authorities in performing the work, including but not limited to environmental laws and A.R.S. Title 34 as amended.

18.10 The Contractor shall confine operations at the Site to areas permitted by the Owner and shall not unreasonably encumber the Site with materials or equipment. Only materials and equipment that are to be used directly in the work shall be brought to the Site. After equipment is no longer required for the work, it shall be promptly removed from the Site.

18.11 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract, be secured by the Contractor and promptly delivered to the Owner.

Executed as of the Effective Date.

CONTRACTOR

Cross Fire Protection

OWNER**MESA GATEWAY AIRPORT AUTHORITY,**
a joint powers airport authority authorized by the
state of ArizonaBy: *P. Shayne Castellani*Name: P. Shayne CastellaniTitle: OwnerDate: 3/12/2025

By: _____

Name: J. Brian O'Neill, A.A.E.

Title: Executive Director/CEO

Date: _____

EXHIBIT 1 SCHEDULE 1



Attachment A Offeror's Bid

Item	Price
Removal of existing fire system valves. F&I New fire system valves: <ul style="list-style-type: none"> Two 8" Cla-Val Atmospheric fill valves at South Central on the North and South Tank One 6" OS&Y valve at South Central on the South Tank One 12" PIV outside of MGAA Building 1083 for Isolation One 12" valve inside of MGAA Building 1083 One 8" bypass valve inside of MGAA Building 1083 Four 8" OS&Y valves on the discharge side of pumps MGAA Building 1083 Test Header Valve to include all new 2.5" Hose Valves Installation of new fire system valves, complete.	\$ <u>95,815.00</u>
Sales Tax, 8.3% MGAA is NOT tax exempt.	\$ <u>4,440.50</u> Tax amount is on parts only, not labor. Invoice will delineate this.
Total	\$ <u>100,255.50</u>

Brand of Valves Offeror bid above: Landsdale, Anvil, ASC

Shayne Castellani
Printed Name

D. J. Card
Signature

2/26/2025
Date

EXHIBIT 2
FEDERAL CONTRACT PROVISIONS

1. Civil Rights – General Provisions

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

3. Title VI Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or

the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Board Action Item

Re: Resolution 25-10

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Operating and Capital Budget for Fiscal Year ending June 30, 2026
Date: March 18, 2025

Proposed Motion

To adopt the proposed Operating Budget, Capital Budget, Debt Service Budget, and Member Government Contributions for the fiscal year ending June 30, 2026.

Narrative

The following is an overview of the proposed budgets.

Key Assumptions for FY26 Budget

1. Member contributions will continue to partially fund capital improvements and promote the Airport.
2. Enplaning passenger activity is expected to increase in FY26's budget by 30,772 or 3% from FY25's budget.
3. Aeronautical revenue is planned to increase \$1,719,873 or 9%; Non-Aero revenue is budgeted to be up \$1,162,757 or 11%.
4. Air-Service Incentive Program carries over from previous fiscal year.
5. Operating Contingency is 10% of total expenses from unrestricted cash reserve.

Operating Revenues:	FY25 Budget	FY26 Budget	Difference	%
Aero Op Rev: Aircraft Parking	\$ 297,349	\$ 632,953	\$ 335,604	113%
Aero Op Rev: Fuel Flowage	668,538	692,920	24,381	4%
Aero Op Rev: Landing Fees	1,557,120	1,654,673	97,553	6%
Aero Op Rev: Lease Income	4,125,549	4,696,529	570,980	14%
Aero Op Rev: Svcs Sold	5,549,638	5,963,533	413,895	7%
Aero Op Rev: Fuel Sales	8,023,400	8,300,861	277,461	3%
Total Aero Op Revenue	20,221,594	21,941,468	1,719,873	9%
Non-Aero Op Rev: Concess	1,339,200	1,409,844	70,644	5%
Non-Aero Op Rev: Lease Inc	1,518,321	1,786,758	268,437	18%
Non-Aero Op Rev: Parking	4,431,271	5,039,526	608,255	14%
Non-Aero Op Rev: Rental Car	2,889,717	3,104,838	215,121	7%
Non-Aero Op Rev: Svcs Sold	143,270	143,570	300	0%
Total Non-Aero Op Revenue	10,321,779	11,484,536	1,162,757	11%
Total Operating Revenue	\$ 30,543,373	\$ 33,426,004	\$ 2,882,630	9%
Operating Expenditures:				
Communication & Utilities	\$ 1,014,627	\$ 1,182,674	\$ 168,047	17%
Contractual Services	7,874,410	8,289,023	414,613	5%
Cost of Goods Sold	5,512,871	5,633,183	120,312	2%
Insurance	803,926	859,222	55,296	7%
Other	527,073	459,868	(67,205)	-13%
Compensation & Benefits	12,423,601	13,245,016	821,415	7%
Repair & Maintenance	1,122,100	1,099,070	(23,030)	-2%
Supplies & Materials	1,141,571	1,125,609	(15,962)	-1%
Total Operating Expense	\$ 30,420,180	\$ 31,893,666	\$ 1,473,486	5%
Operating Income	\$ 123,194	\$ 1,532,338	\$ 1,409,144	1144%
Total Operating Expense	\$ 30,420,180	\$ 31,893,666	1,473,486	5%
Potential Air Incentive	2,000,000	2,000,000	-	0%
10% Contingency	3,042,018	3,189,367	147,349	5%
Total Budgeted Operating Expense Capacity	\$ 35,462,198	\$ 37,083,033	\$ 1,620,835	5%

The proposed capital budget for FY26 is \$62,472,957. The projects are listed in [Attachment 1](#) with more detailed description of the projects in [Attachment 2](#). The carry over capital projects from FY25 total \$8,836,755 and are listed in [Attachment 3](#) with the descriptions in [Attachment 4](#).

FY26 Capital Improvement Program Funding Summary

FAA/TSA	\$47,499,170
PFC	10,000,000
Member Contribution	2,760,000
ADOT	1,349,893
MGAA Cash Reserves	<u>863,894</u>
	\$62,472,957

FY25 Carry Over Capital Funding Sources

MGAA Cash Reserves	\$7,140,635
ADOT	1,147,790
FAA/TSA	<u>548,330</u>
	\$8,836,755

Total Operating, Capital and Debt Service Budget Combined

Total Operating Expense	\$31,893,666
Potential Air Service	2,000,000
10% Contingency	3,189,367
FY26 Capital Budget	62,472,957
FY25 Carry Over Capital Projects	8,836,755
Capital Maintenance Reserve	1,000,000
Debt Service Payment	<u>1,290,000</u>
	\$110,682,745

Attachment(s)

1. FY26 Proposed Capital Budget
2. FY26 Capital Improvement Project Descriptions
3. FY25 Carry Over Capital Improvement Projects
4. FY25 Carry Over Capital Improvement Project Descriptions
5. FY26 Capital Projects Location Map



RESOLUTION NO. 25-10

WHEREAS, the Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 *et seq.* owns and operates the Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority is required pursuant to Arizona Revised Statutes and Section 9 of the Joint Powers Airport Authority Agreement to recommend to the governing bodies of the Airport Authority’s members an operating budget, capital budget, debt service budget, and Member Government Contributions for each fiscal year; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Mesa Gateway Airport Authority Board of Directors hereby adopts the Mesa Gateway Airport Authority Fiscal year 2026 Operating Budget in the amount of \$37,083,033, the Fiscal Year 2026 Mesa Gateway Airport Authority Capital Improvement Program and Debt Service in the amount of \$73,599,712, and incorporated as if fully set forth herein, subject to the authority granted to the Executive Director/CEO under Board Policy #15-04, and including the member government contributions and proportions provided as follows: City of Mesa \$1,700,000 (61.60 %); Gila River Indian Community \$450,000 (16.30%); Town of Gilbert \$350,000 (12.68 %); Town of Queen Creek \$130,000 (4.71 %); City of Apache Junction \$130,000 (4.71 %).

Passed and adopted by the Authority this 18th day of March, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

MGAA FY26 Capital Budget

ACIP	Funding Source						
	Cost Estimate Latest	FAA/TSA	ADOT	MGAA Match	MGAA Non-Grant	PFC	Project Total
1072 RWY 12R/30L Reconstruction Ph2	\$25,366,978	\$23,099,170	\$1,133,904	\$1,133,904			\$25,366,978
1265-TSA Bag Make-up Expansion/In-Line Checked Baggage System Construction	\$30,000,000	\$20,000,000				\$10,000,000	\$30,000,000
741-Twy H between Twy B Design & Reconstruct BIL	\$4,831,979	\$4,400,000	\$215,989	\$215,989			\$4,831,979
1320-Terminal Paging System	\$540,000				\$540,000		\$540,000
1306-Airfield Asphalt Pavement Mx	\$325,000				\$325,000		\$325,000
1319-VoIP Phone System Replacement	\$300,000				\$300,000		\$300,000
1030-Replc 2010 ADA Boarding RAMP 240 & 241	\$193,000				\$193,000		\$193,000
1307-Replc Terminal Seats Ph 3	\$160,000				\$160,000		\$160,000
1308-VMWare Host Servers, Backup Servers & Phone System Servers	\$139,000				\$139,000		\$139,000
1309-Landside Asphalt Pavement Mx	\$120,000				\$120,000		\$120,000
1310-Explosive Detection System Equipment	\$100,000				\$100,000		\$100,000
1315-Replc 2009 Pavement Truck 1 Ton TRK-312	\$72,000				\$72,000		\$72,000
1321-Wireless System Refresh	\$68,000				\$68,000		\$68,000
1316-Replc 2011 Baggage Tug MIA30 -EQP271	\$50,000				\$50,000		\$50,000
1292- Replc 2005 Silverado 2500 HD 3/4 Ton TRK -315	\$45,000				\$45,000		\$45,000
1044-Replc 2016 Ford F150 XL Pickup TRK-260	\$45,000				\$45,000		\$45,000
1291-Replc 2013 Toyota Tacoma TRK-215	\$45,000				\$45,000		\$45,000
0864-US Customs Technology Refresh	\$35,000				\$35,000		\$35,000
1286-Replc 2019 FBO Floor Scrubber E-200	\$22,000				\$22,000		\$22,000
1317-Purchase one WAAG A/C Fuel Stands	\$15,000				\$15,000		\$15,000
	\$62,472,957	\$47,499,170	\$1,349,893	\$1,349,893	\$2,274,000	\$10,000,000	\$62,472,957

MGAA Total \$3,623,893
 Member Contributions \$2,760,000 \$100,000 will be used for Promoting Airlines
 Over/(Under) **\$863,893**

Mesa Gateway Airport Authority
FY26 Capital Budget

Project # Name	Amount	Description
1072- RWY 12R/30L Reconstruction Ph2	\$25,366,978	Reconstruction and relocation of Taxiway Hotel between taxiway Brave and 12R/30L also included in the work scope. Project will include runway and taxiway PCCP replacement, should work, lighting, striping and signage components.
1265-TSA Bag Make-up Expansion/In-Line Checked Baggage System	\$30,000,000	Installation for the new in-line Checked Baggage Inspection System (CBIS). Project includes collaboration and coordination with the Transportation Security Administration (TSA), airlines and other airport stakeholders to deliver a system which meets the screening requirements set forth by the TSA.
741- TWY H Between TWY B Design & Reconstruct BIL	\$4,831,979	Design & Reconstruct Taxiway H between Taxiway B and Runway 12R. 250' x 75' (2,100 SY PCCP), plus 250' x 30' shoulders (1,700 SY AC), including lighting, drainage, signage & marking. According to AP Tech report dated March 2010, the pavement condition index (PCI) is rated at 66.
1320-Terminal Paging System	\$540,000	Replace existing analog paging/mass notification system in terminal complex with a modern VoIP based system.
1306-Airfield Asphalt Pavement Mx	\$325,000	Asphalt pavement maintenance 30R/12L, (30L/12R overruns Mill&Pave), crack seal, stripe. Service RD random crack seal.
1319-VoIP Phone System Replacement	\$300,000	Avaya has filed for bankruptcy twice between 2016 - 2023. Due to the risk of having a phone system with no manufacture's support, PMGAA is looking to move to a new phone system.
1030-Replc 2010 ADA Boarding RAMP 240 & 241	\$193,000	Replace Ramp 240 & Ramp 241 which were purchased in 2010.
1307-Replc Terminal Seats Ph 3	\$160,000	Existing terminal beamline seating varies in age from 8-12 years. Existing seats are maintenance intensive, specifically with upholstery. Proposed replacement seats would match those of the Terminal Modernization Project in FY23.
1308-VMWare Host Servers, Backup Servers & Phone System Servers	\$139,000	Replc VMWare Host Servers, Backup Servers, & Phone System (Avaya) Servers based on the ITS organization refresh program based on industry standards for life cycle replacements.
1309-Landside Asphalt Pavement Mx	\$120,000	Asphalt pavement maintenance parking areas Admin,GA,HGR 46, Terminal driv lanes, Hourly lot,Economy Lot Phase III. Crack seal, seal coat & stripe.
1310-Explosive Detection System Equipment	\$100,000	TSA mandates the full implementation of NA 23-02 by 11/2025 which includes the mandate for airports to have the ability to detect unauthorized explosives, weapons, and incendiaries during non-TSA checkpoint security screening. The TSA directive requires full implementation of EDSE screening
1315-Replc 2009 Pavement Truck 1 Ton TRK-312	\$72,000	Purchase new one ton service truck to replace 2009 specialized Dodge truck. Includes upfitting and special equipment for expediting airfield pavement repairs.
1321-Wireless System Refresh	\$68,000	Lifecycle replacement for our wireless system controllers and wireless access points. This is on a five year basis.
1316-Replc 2011 Baggage Tug MIA30 -EQP271	\$50,000	Replace 15 yr old baggage tug based on hour usage and maintenance costs.
1292- Replc 2005 Silverado 2500 HD 3/4 Ton TRK -315	\$45,000	Replace 2005 Silverado 2500 HD 3/4 Ton TRK -315
1044-Replc 2016 Ford F150 XL Pickup TRK-260	\$45,000	Replace 2016 Ford F150 XL Pickup TRK-260
1291-Replc 2013 Toyota Tacomas TRK-215	\$45,000	Replace 2013 Toyota Tacoma TRK-215
0864-US Customs Technology Refresh	\$35,000	Perform technology refresh on US Customs computer network and equipment.
1286-Replc FBO Floor Scrubber E-200	\$22,000	Replace FBO Floor Scrubber E-200
1317-Purchase one WAAG A/C Fuel Stands	\$15,000	We currently have two old style stands, purchased is 2013, that are taller and have greater potential to impact an aircraft. The hoses require more maintenance and industry checks. One new stand will standarize our fuel stands across all operations and are almost maintenance free. The current stands require more maintenance and upkeep due to the fuel hose attaching to the stand.

\$62,472,957

Carry Overs Projects			Carry Over Projects FY25-FY26 Funding Sources					Project Totals
			FY25-FY26	Federal Aviation Admin (FAA)	TSA	State of Arizona (ADOT)	MGAA Grant Match Funds	
500AIR0741	TWY H Between TWY B Design & Reconstruct	\$1,248,005			\$1,123,205	\$124,801		\$1,248,005
700SEC0952	Badging Office Identity Security system	\$1,000,000					\$1,000,000	\$1,000,000
900ITS1290	Common Use Passenger Processing Ecosystem	\$750,000					\$750,000	\$750,000
500MAM1318	Airfield Electrical Upgrades	\$500,000	\$455,300		\$22,350	\$22,350		\$500,000
500MFM1302	TSA Checkpoint AC Replacement Ph1	\$130,000					\$130,000	\$130,000
500PKG1281	Mill & Replace 2" Hourly Parking Lot	\$50,000					\$50,000	\$50,000
500TRM1265	TSA Bag Make Up Expansion/In Line Checked Baggage System Design	\$50,000		\$47,500		\$2,500		\$50,000
700PLN0975	Safety Management System Implementation	\$50,000	\$45,530		\$2,235	\$2,235		\$50,000
900PLN1289	Business Continuity Plan Development	\$40,000					\$40,000	\$40,000
200PKG1294	Hourly Parking Lot Shades for Entry/Exit Plaza	\$18,750					\$18,750	\$18,750
	Capacity Increase to carry over	\$5,000,000					\$5,000,000	\$5,000,000
Total Carry Over from FY25		\$8,836,755	\$500,830	\$47,500	\$1,147,790	\$151,886	\$6,988,750	\$8,836,755

Mesa Gateway Airport Authority
FY25 Carry Over into FY26 Capital Budget

Project # Name	Amount	Description
741-TWY H Between TWY B Design & Reconstruct	\$1,248,005	Design & Reconstruct Taxiway H between Taxiway B and Runway 12R. 250' x 75' (2,100 SY PCCP), plus 250' x 30' shoulders (1,700 SY AC), including lighting, drainage, signage & marking.
952-Badging Office Identity Security system	\$1,000,000	This system automates the security media credentialing application and administrative processes. It enables badge applicants, Company Signatory Media Authorities, and the Airport Authority to manage badge applications electronically, eliminating the need for paper resources. It increases security through electronically logging who has accessed badging records and by strictly enforcing regulatory requirements for badge applications. In addition, the system automatically submits documentation for vetting to the appropriate aviation channeling service such as the Transportation Security Clearinghouse.
1290-Common Use Passenger Processing Ecosystem	\$750,000	Replace Common use Passenger Processing, Flight Information Display System, Gate Management System, Contract and Billing systems
1318-Airfield Electrical Upgrades	\$500,000	This major airfield maintenance project is needed due to the age, deterioration and poor conditions of electrical components at TWY A, B, P and Charlie C1-C3.
1302-TSA Checkpoint AC Replacement Ph1	\$130,000	Replace Air Conditioning units in the TSA Checkpoint Area
1281 -Mill & Replace 2" Hourly Parking Lot	\$50,000	Mill & Replace top 2" of asphalt and stripe according to plans. Sections to be completed are PTERMPRK:15 42,274 sq ft and PTERMPRK: 10 13,168 sq ft for a total of 55,442 sq ft
1265- TSA Bag Make Up Expansion/In Line Checked Baggage System Design	\$50,000	It has been determined that the existing baggage handling system will not be able to adequately keep up with the number of bags being checked. The current system will be removed and replaced with a new network of conveyor belts that will transport checked baggage to the new CBIS comprising in-line explosives detection system, followed by transport of cleared bags to a common existing make up unit for loading onto carts and transport to the aircraft.
975-Safety Management System Implementation	\$50,000	Engage a consultant to perform a safety system gap analysis, produce an SMS implementation plan, and produce a Safety Management System manual. Comply with FAR139 sub E and using AC 150/5200-37 guidance. FAA issued Part 139 SMS rule requiring small hub airports to create and submit an implementation plan for the Airport Safety Management System
1289-Business Continuity Plan Development	\$40,000	TSA National Amendment for the ASP, TSA-NA-22-01 requires airports to have a Business Continuity Plan.
1294-Hourly Parking Lot Shades for Entry/Exit Plaza	\$18,750	Procure and construct install shade structures for the Hourly parking Entry & Exit plaza
Capacity Increase to carry over	\$5,000,000	This budget will cover any new projects that come up or existing projects that are delayed and need to carry over into FY25

\$8,836,755



FY26 CIP Project Locations



Projects not on map

- | | |
|------|------|
| 864 | 1308 |
| 1030 | 1310 |
| 1044 | 1315 |
| 1265 | 1316 |
| 1286 | 1317 |
| 1291 | 1319 |
| 1292 | 1320 |
| 1307 | 1321 |





Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Board Action Item

Re: Resolution 25-11

To: Board of Directors
From: Lori Collins, Business and Economic Development Director
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: USDA-Forest Service, Alpha Apron Lease Agreement
Date: March 18, 2025

Proposed Motion

To authorize a lease agreement with the United States Department of Agriculture, Forest Service (USDA-FS) for the exclusive use of 276,699 square feet of Airport-owned apron (Alpha Apron Phase 3). The lease term commences on November 15, 2026, and terminates on November 14, 2046.

Narrative

The USDA-FS Air Tanker Base, which is located at 6335 S. Downwind Circle, Mesa, AZ 85212, requires exclusive use of a large portion of apron for aircraft parking related to their wildfire operations. Alpha Apron Phase 3 consists of 276,699 square feet and is located adjacent to the current USDA-FS operations building. The lease term is twenty (20) years, fifteen (15) firm, beginning November 15, 2026.

The USDA-FS currently leases a portion of the building at 6335 S. Downwind Circle from SGP Mesa, LLC and has an existing lease with the Airport Authority for the Alpha Apron Phase 3. In 2024, Airport Staff responded to a Government Services Administration (GSA) Request for Lease Proposals (RLP) in coordination with SGP Mesa, LLC to retain the Forest Service operations at Mesa Gateway Airport for the long-term. The new apron lease is intended to be coterminous with the building lease.

Agreement Term and Rate

The term of the lease agreement commences on November 15, 2026, and terminates on November 14, 2046.

The USDA-FS will pay annual rent of \$244,325.22, at a rate of \$20,360.44 per month. This rate is currently levelized at \$0.883/SF/year until 2029 when annual escalations of 2% begin.

Attachment(s): Lease No. 127EAB25L1206



RESOLUTION NO. 25-11

WHEREAS, the Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 *et seq.* owns and operates the Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to authorize a lease agreement with the United States Department of Agriculture, Forest Service (USDA-FS) for the exclusive use of 276,699 square feet of Airport-owned apron (Alpha Apron Phase 3). The lease term commences on November 15, 2026, and terminates on November 14, 2046;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes a lease agreement with the United States Department of Agriculture, Forest Service (USDA-FS) for the exclusive use of 276,699 square feet of Airport-owned apron (Alpha Apron Phase 3). The lease term commences on November 15, 2026, and terminates on November 14, 2046. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 18th day of March, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

LEASE NO. 127EAB25L1206

A. This Lease is made and entered into between

Phoenix-Mesa Gateway Airport Authority

(Lessor), whose principal place of business is **5835 S Sossaman Rd, Mesa, AZ 85212-6014**, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the USDA, upon the terms and conditions set forth herein.

B. Witnesseth: WHEREAS, pursuant to 41 CFR Ch. 102, §102-73.170, the GOVERNMENT wishes to lease certain land herein described, owned by the LESSOR and located as described in Exhibit A, Leased Premises, of this Lease, to be used for Government purposes;

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration herein mentioned, the Parties hereto covenant and mutually agree as follows:

The Lessor hereby leases to the Government the following described premises, to be used for Government purposes: approximately 6.35 acres (276,699 SF) contained within State Parcel No. 304-36-002G. See Exhibit A, attached hereto and made a part hereof.

Maricopa County, Arizona Parcel No. 304-36-002G
USDA NRM Real Property Unique (RPU) ID Land Asset No. FS7300118010602

C. LEASE TERM

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on 11/15/2026 through 11/14/2046, subject to termination and renewal rights as may be hereinafter set forth and conditional upon the passage of an applicable appropriation or authorization by Congress from which expenditures may be made and shall not obligate the United States of America upon failure of Congress to so act.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name: _____
Title: _____
Entity: _____
Date: _____

Name: _____
Title: Lease Contracting Officer
Entity: USDA
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2022)

The Premises are described as follows:

- A. Airport Ramp Space. 6.35 Acres (276,699 square feet), and related space on the **Alpha Apron Phase 3 ramp**, as depicted on the site plan(s) attached hereto as Exhibit **A**.
- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking. Parking for two Very Large Air Tankers (VLATs), two Large Air Tankers (LATs) and four light fixed wing aircraft. The Lessor shall provide parking only for aircraft on the exclusive ramp space. No additional parking spaces shall be required beyond what is necessary for this use.
- B. INTENTIONALLY DELETED.

1.03 RENT AND OTHER CONSIDERATION (OCT 2023)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

Year	Shell Rent ¹	Operating Costs ²	Total Annual Rent
1	\$244,325.22	\$0.00	\$244,325.22
2	\$244,325.22	\$0.00	\$244,325.22
3	\$244,325.22	\$0.00	\$244,325.22
4	\$249,211.72	\$0.00	\$249,211.72
5	\$254,195.07	\$0.00	\$254,195.07
6	\$259,278.03	\$0.00	\$259,278.03
7	\$264,463.37	\$0.00	\$264,463.37
8	\$269,753.86	\$0.00	\$269,753.86
9	\$275,149.49	\$0.00	\$275,149.49
10	\$280,653.03	\$0.00	\$280,653.03

Year	Shell Rent ¹	Operating Costs ²	Total Annual Rent
11	\$286,264.48	\$0.00	\$286,264.48
12	\$291,989.39	\$0.00	\$291,989.39
13	\$297,830.50	\$0.00	\$297,830.50
14	\$303,787.83	\$0.00	\$303,787.83
15	\$309,861.38	\$0.00	\$309,861.38
16	\$316,059.43	\$0.00	\$316,059.43
17	\$322,382.00	\$0.00	\$322,382.00
18	\$328,829.09	\$0.00	\$328,829.09
19	\$335,403.46	\$0.00	\$335,403.46
20	\$342,113.41	\$0.00	\$342,113.41

¹Shell rent reflects rental rates as follows:
 (Year 1) **\$0.88** per RSF, as rounded to the nearest penny.
 (Year 2) **\$0.88** per RSF, as rounded to the nearest penny.
 (Year 3) **\$0.88** per RSF, as rounded to the nearest penny.
 (Year 4) **\$0.90** per RSF, as rounded to the nearest penny.
 (Year 5) **\$0.92** per RSF, as rounded to the nearest penny.
 (Year 6) **\$0.94** per RSF, as rounded to the nearest penny.
 (Year 7) **\$0.96** per RSF, as rounded to the nearest penny.
 (Year 8) **\$0.97** per RSF, as rounded to the nearest penny.
 (Year 9) **\$0.99** per RSF, as rounded to the nearest penny.
 (Year 10) **\$1.01** per RSF, as rounded to the nearest penny.

(Year 11) **\$1.03** per RSF, as rounded to the nearest penny.
 (Year 12) **\$1.06** per RSF, as rounded to the nearest penny.
 (Year 13) **\$1.08** per RSF, as rounded to the nearest penny.
 (Year 14) **\$1.10** per RSF, as rounded to the nearest penny.
 (Year 15) **\$1.12** per RSF, as rounded to the nearest penny.
 (Year 16) **\$1.14** per RSF, as rounded to the nearest penny.
 (Year 17) **\$1.17** per RSF, as rounded to the nearest penny.
 (Year 18) **\$1.19** per RSF, as rounded to the nearest penny.
 (Year 19) **\$1.21** per RSF, as rounded to the nearest penny.
 (Year 20) **\$1.24** per RSF, as rounded to the nearest penny.

²Operating Costs reflects a rate of **\$0.00** per RSF, as rounded to the nearest penny.

- B. INTENTIONALLY DELETED.
- C. INTENTIONALLY DELETED.
- D. INTENTIONALLY DELETED.

- E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 6.35 Acres (276,699 square feet) based upon the methodology outlined under the "Payment" clause of GSA 3517B, General Clauses.
- F. INTENTIONALLY DELETED.
- G. INTENTIONALLY DELETED.
- H. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.
- I. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.
- J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
 2. INTENTIONALLY DELETED
 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
- K. INTENTIONALLY DELETED

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)~~ INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2023)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
SITE PLAN(S)	1	A
AGENCY SPECIFIC REQUIREMENTS	4	B
GSA 3517B GENERAL CLAUSES	23	C

1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)~~ - INTENTIONALLY DELETED

1.09 ~~TENANT IMPROVEMENT AND BSAC FEE SCHEDULE (OCT 2022)~~ - INTENTIONALLY DELETED

1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED

1.11 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~ INTENTIONALLY DELETED

1.12 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2023)~~ - INTENTIONALLY DELETED

1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ - INTENTIONALLY DELETED

1.14 ~~OPERATING COST BASE (OCT 2016)~~ - INTENTIONALLY DELETED

~~1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013) – INTENTIONALLY DELETED~~

~~1.16 HOURLY OVERTIME HVAC RATES (OCT 2016) – INTENTIONALLY DELETED~~

~~1.17 ADJUSTMENT FOR REDUCED SERVICES (OCT 2018) – INTENTIONALLY DELETED~~

~~1.18 BUILDING IMPROVEMENTS (OCT 2023) – INTENTIONALLY DELETED~~

1.19 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier (UEI)

UEI: JW3NR3BRPFF6

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2023)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. General Contract Terms.

1. "Contract" means lease.
2. "Contractor" means Lessor.
3. "Days" means calendar days, unless specified otherwise.
4. "Delivery Date" means the date specified in or determined pursuant to the provisions of the lease for delivery of the premises to the Government, improved in accordance with the provisions of the lease and substantially complete, as such date may be modified in accordance with the provisions of the lease.
5. "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
 - a. Acts of God or of the public enemy,
 - b. Acts of the United States of America in either its sovereign or contractual capacity,
 - c. Acts of another contractor in the performance of a contract with the Government,
 - d. Fires,
 - e. Floods,
 - f. Epidemics,
 - g. Quarantine restrictions,
 - h. Strikes,
 - i. Freight embargoes,
 - j. Unusually severe weather, or
 - k. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
6. "Lease Award Date" means the date the LCO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties' obligations under the lease begin).
7. "Lease Term Commencement Date" means the date on which the lease term commences.
8. "Substantially Complete" or "Substantial Completion" means that the work and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.
9. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.
2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

3. "Appurtenant Areas" means those areas and facilities on the property that are not located within the premises, or for which rights are expressly granted under this lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the premises and express appurtenant rights (e.g., parking areas).
4. "Broker" means GSA's broker, if GSA awarded this lease using a contract real estate broker.
5. INTENTIONALLY DELETED
6. "Commission Credit" means the amount of commission that is credited to the lease, if GSA's broker agreed to forgo a percentage of its commission, in connection with the award of this lease.
7. "Common Area Factor (CAF)" means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
8. "Firm Term" means the part of the lease term that is not subject to termination rights.
9. "Non-Firm Term" means the part of the lease term following the end of the firm term, which is subject to termination rights.
10. "Premises" means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.
11. "Property" means the land in which the premises are located, including all appurtenant areas (e.g., parking areas) to which the Government is granted rights.
12. "Rentable Space or Rentable Square Feet (RSF)" means 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. Rentable space may include a share of 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. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.
13. "Space" means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2022)

- A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in USDA when specifically authorized to do so by the LCO.
- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. INTENTIONALLY DELETED

2.04 WAIVER OF RESTORATION (OCT 2023)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- A. Waste, or,
- B. Damages, or restoration arising from or related to:
 1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
 2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) 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.

2.05 PAYMENT OF BROKER (~~OCT 2021~~) -INTENTIONALLY DELETED”

2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2021)

- A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.
- B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected.
- C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.
- D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.
- E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.
- F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, for leases FSL III or above, the Transferee must also complete 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space. This representation must be completed annually.
- G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the LCO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. The original Lessor must maintain an active registration in SAM until the Novation process is complete.

2.07 REAL ESTATE TAX ADJUSTMENT (~~OCT 2023~~) – INTENTIONALLY DELETED

2.08 GSAR 552.270-16 ADJUSTMENT FOR VACANT PREMISES (~~DEVIATION~~) (~~SEP 2022~~) – INTENTIONALLY DELETED

2.09 OPERATING COSTS ADJUSTMENT (~~JUN 2012~~) INTENTIONALLY DELETED

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (~~OCT 2023~~) – INTENTIONALLY DELETED

2.11 RELOCATION ASSISTANCE ACT (~~APR 2014~~) – INTENTIONALLY DELETED

2.12 ENTITY NAME (OCT 2023)

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., USDA , in its entity name that owns and/or leases Space to USDA.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (OCT 2022) – INTENTIONALLY DELETED**3.02 WORK PERFORMANCE (JUN 2012)**

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019) – INTENTIONALLY DELETED**3.04 CONSTRUCTION WASTE MANAGEMENT (OCT 2024) – INTENTIONALLY DELETED****3.05 WOOD PRODUCTS (OCT 2023) – INTENTIONALLY DELETED****3.06 ADHESIVES AND SEALANTS (OCT 2022) – INTENTIONALLY DELETED****3.07 BUILDING SHELL REQUIREMENTS (OCT 2016) – INTENTIONALLY DELETED****3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (OCT 2022)**

- A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.
- B. The Lessor remains solely responsible for designing, constructing, operating, and maintaining the leased premises in full accordance with the requirements of the Lease. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval are intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.
- D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction subcontractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012) INTENTIONALLY DELETED**3.10 VESTIBULES (OCT 2020) INTENTIONALLY DELETED****3.11 MEANS OF EGRESS (MAY 2015) INTENTIONALLY DELETED****3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023) INTENTIONALLY DELETED****3.13 FIRE ALARM SYSTEM (SEP 2013) INTENTIONALLY DELETED****3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016) INTENTIONALLY DELETED****3.15 ELEVATORS (OCT 2020) INTENTIONALLY DELETED****3.16 BUILDING DIRECTORY (OCT 2021) INTENTIONALLY DELETED****3.17 FLAGPOLE (SEP 2013) – INTENTIONALLY DELETED****3.18 DEMOLITION (JUN 2012) – INTENTIONALLY DELETED****3.19 ACCESSIBILITY (FEB 2007)**

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

- 3.20 ~~CEILINGS (OCT 2022)-INTENTIONALLY DELETED~~
- 3.21 ~~EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)-INTENTIONALLY DELETED~~
- 3.22 ~~DOORS: IDENTIFICATION (APR 2014)-INTENTIONALLY DELETED~~
- 3.23 ~~WINDOWS (OCT 2020)-INTENTIONALLY DELETED~~
- 3.24 ~~PARTITIONS: GENERAL (OCT 2023)-INTENTIONALLY DELETED~~
- 3.25 ~~PARTITIONS: PERMANENT (OCT 2023)-INTENTIONALLY DELETED~~
- 3.26 ~~INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2022)-INTENTIONALLY DELETED~~
- 3.27 ~~WALL FINISHES – SHELL (SEP 2015)-INTENTIONALLY DELETED~~
- 3.28 ~~PAINTING – SHELL (OCT 2022)-INTENTIONALLY DELETED~~
- 3.29 ~~FLOORS AND FLOOR LOAD (OCT 2019)-INTENTIONALLY DELETED~~
- 3.30 ~~FLOOR COVERING AND PERIMETERS – SHELL (OCT 2022)-INTENTIONALLY DELETED~~
- 3.31 ~~MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2014) – INTENTIONALLY DELETED~~
- 3.32 ~~BUILDING SYSTEMS (APR 2014) – INTENTIONALLY DELETED~~
- 3.33 ~~ELECTRICAL (OCT 2023) – INTENTIONALLY DELETED~~
- 3.34 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)-INTENTIONALLY DELETED~~
- 3.35 ~~PLUMBING (JUN 2012) – INTENTIONALLY DELETED~~
- 3.36 ~~DRINKING FOUNTAINS (OCT 2023)-INTENTIONALLY DELETED~~
- 3.37 ~~RESTROOMS (OCT 2022)-INTENTIONALLY DELETED~~
- 3.38 ~~PLUMBING FIXTURES: WATER CONSERVATION (OCT 2022)-INTENTIONALLY DELETED~~
- 3.39 ~~JANITOR CLOSETS (SEP 2015) – INTENTIONALLY DELETED~~
- 3.40 ~~HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (OCT 2023)-INTENTIONALLY DELETED~~
- 3.41 ~~TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (OCT 2023)-INTENTIONALLY DELETED~~
- 3.42 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012) – INTENTIONALLY DELETED~~
- 3.43 ~~LIGHTING: INTERIOR AND PARKING – SHELL (OCT 2023) – INTENTIONALLY DELETED~~
- 3.44 ~~ACOUSTICAL REQUIREMENTS (OCT 2022)-INTENTIONALLY DELETED~~
- 3.45 ~~SECURITY FOR NEW CONSTRUCTION (OCT 2022)-INTENTIONALLY DELETED~~
- 3.46 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (OCT 2020)-INTENTIONALLY DELETED~~
- 3.47 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)-INTENTIONALLY DELETED~~
- 3.48 ~~GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)-INTENTIONALLY DELETED~~
- 3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2023)-INTENTIONALLY DELETED~~
- 3.50 ~~INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2021)-INTENTIONALLY DELETED~~
- 3.51 ~~SYSTEMS COMMISSIONING (OCT 2023)-INTENTIONALLY DELETED~~
- 3.52 ~~DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (OCT 2023)~~

A. Environmental Due Diligence. Lessor is responsible for performing all necessary “response” actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all “recognized environmental conditions,” as that term is defined in ASTM Standard E1527-21, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any

remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

- B. National Environmental Policy Act. The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.53 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – LEASE (SEP 2014) “INTENTIONALLY DELTED”

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

- 4.01 ~~SCHEDULE FOR COMPLETION OF SPACE (OCT 2023)~~ INTENTIONALLY DELETED
- 4.02 ~~CONSTRUCTION DOCUMENTS (OCT 2023)~~ INTENTIONALLY DELETED
- 4.03 ~~TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2023)~~ INTENTIONALLY DELETED
- 4.04 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (OCT 2023)~~ INTENTIONALLY DELETED
- 4.05 ~~GREEN LEASE SUBMITTALS (OCT 2023)~~ INTENTIONALLY DELETED
- 4.06 ~~CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2022)~~ INTENTIONALLY DELETED
- 4.07 ~~PROGRESS REPORTS (OCT 2023)~~ INTENTIONALLY DELETED
- 4.08 ~~CONSTRUCTION INSPECTIONS (OCT 2023)~~ INTENTIONALLY DELETED
- 4.09 ~~ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (OCT 2022) –~~ INTENTIONALLY DELETED
- 4.10 ~~ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021) –~~ INTENTIONALLY DELETED
- 4.11 ~~LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)~~

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Space, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

- 4.12 ~~AS-BUILT DRAWINGS (OCT 2021) –~~ INTENTIONALLY DELETED
- 4.13 ~~GSAR 552.270-15 LIQUIDATED DAMAGES (DEVIATION) (SEP 2022)~~ INTENTIONALLY DELETED
- 4.14 ~~SEISMIC RETROFIT (OCT 2020)~~ INTENTIONALLY DELETED
- 4.15 ~~LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2023) –~~ INTENTIONALLY DELETED
- 4.16 ~~GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2023)~~ INTENTIONALLY DELETED

SECTION 5 TENANT IMPROVEMENT COMPONENTS

- 5.01 ~~TENANT IMPROVEMENT REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED~~
- 5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015) INTENTIONALLY DELETED~~
- 5.03 ~~FINISH SELECTIONS (SEP 2015) INTENTIONALLY DELETED~~
- 5.04 ~~WINDOW COVERINGS (OCT 2023) INTENTIONALLY DELETED~~
- 5.05 ~~DOORS: SUITE ENTRY (OCT 2022) INTENTIONALLY DELETED~~
- 5.06 ~~DOORS: INTERIOR (OCT 2022) INTENTIONALLY DELETED~~
- 5.07 ~~DOORS: HARDWARE (SEP 2013) INTENTIONALLY DELETED~~
- 5.08 ~~DOORS: IDENTIFICATION (JUN 2012) INTENTIONALLY DELETED~~
- 5.09 ~~PARTITIONS: SUBDIVIDING (OCT 2023) INTENTIONALLY DELETED~~
- 5.10 ~~WALL FINISHES (OCT 2019) INTENTIONALLY DELETED~~
- 5.11 ~~PAINTING – TI (OCT 2022) INTENTIONALLY DELETED~~
- 5.12 ~~FLOOR COVERINGS AND PERIMETERS (OCT 2023) INTENTIONALLY DELETED~~
- 5.13 ~~HEATING AND AIR CONDITIONING (JUN 2012) INTENTIONALLY DELETED~~
- 5.14 ~~ELECTRICAL: DISTRIBUTION (SEP 2015) INTENTIONALLY DELETED~~
- 5.15 ~~TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012) INTENTIONALLY DELETED~~
- 5.16 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008) INTENTIONALLY DELETED~~
- 5.17 ~~DATA DISTRIBUTION (OCT 2020) INTENTIONALLY DELETED~~
- 5.18 ~~ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2022) INTENTIONALLY DELETED~~
- 5.19 ~~LIGHTING: INTERIOR AND PARKING – TI (SEP 2015) INTENTIONALLY DELETED~~
- 5.20 ~~AUTOMATIC FIRE SPRINKLER SYSTEM – TI (OCT 2016) INTENTIONALLY DELETED~~

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (OCT 2022)

- A. The Government's normal hours of operations are generally **6:00 AM to 6:00 PM**, seven days a week. However, during periods of high fire activity, April 15th through August 15th, the facility may be staffed 24 hours a day for extended periods of time. Services, maintenance, and utilities shall be provided during these hours at no additional cost. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.
- B. The Lessor and the Lessor's representatives, employees and subcontractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (OCT 2022)

- A. The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.
- B. INTENTIONALLY DELETED

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (OCT 2020) INTENTIONALLY DELETED**6.04 GSAR 552.270-99 LESSOR REPORTING OF GREEN BUILDING EFFICIENCY (SEP 2023) INTENTIONALLY DELETED****6.05 HEATING AND AIR CONDITIONING (OCT 2022) INTENTIONALLY DELETED****6.06 OVERTIME HVAC USAGE (OCT 2023) INTENTIONALLY DELETED****6.07 JANITORIAL SERVICES (OCT 2021) INTENTIONALLY DELETED****6.08 SELECTION OF CLEANING PRODUCTS (OCT 2022) INTENTIONALLY DELETED****6.09 SELECTION OF PAPER PRODUCTS (OCT 2022) INTENTIONALLY DELETED****6.10 SNOW REMOVAL (OCT 2020) – INTENTIONALLY DELETED****6.11 MAINTENANCE AND TESTING OF SYSTEMS (OCT 2022)**

- 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. Upon request, copies of all records in this regard shall be forwarded to the Government's designated representative.
- B. INTENTIONALLY DELETED

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016) INTENTIONALLY DELETED**6.13 ASBESTOS ABATEMENT (OCT 2021) – INTENTIONALLY DELETED****6.14 ONSITE LESSOR MANAGEMENT (APR 2011)**

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

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2022)

- A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with USDA personal identity verification requirements, identified in GSA Order 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the policy and additional information at [HTTP://WWW.GSA.GOV/HSPD12](http://www.gsa.gov/hspd12). This policy requires the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

- B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.
- C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.
- D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.
- E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. All Lessor's contractor(s) and subcontractor(s) shall follow the requirements of background investigation in accordance with GSA HSPD-12 policy.
- F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.
- G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a USDA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all USDA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a USDA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.
- H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.
- I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 ~~SCHEDULE OF PERIODIC SERVICES (OCT 2020) INTENTIONALLY DELETED~~

6.17 ~~LANDSCAPING (OCT 2022) INTENTIONALLY DELETED~~

6.18 ~~LANDSCAPE MAINTENANCE (APR 2014) INTENTIONALLY DELETED~~

6.19 ~~RECYCLING AND COMPOSTING (OCT 2023) INTENTIONALLY DELETED~~

6.20 ~~RANDOLPH SHEPPARD COMPLIANCE (SEP 2013) INTENTIONALLY DELETED~~

6.21 ~~SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022) INTENTIONALLY DELETED~~

6.22 ~~INDOOR AIR QUALITY (OCT 2023) INTENTIONALLY DELETED~~

6.23 ~~RADON IN AIR (OCT 2023) INTENTIONALLY DELETED~~

6.24 ~~RADON IN WATER (JUN 2012) INTENTIONALLY DELETED~~

6.25 HAZARDOUS MATERIALS (OCT 2023)

- A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials, substances, and wastes.
- B. Lessor shall, to the extent of its knowledge, notify the Government of the introduction of any hazardous materials, substances, and wastes onto the Property by Lessor.
- C. Lessors are encouraged to prioritize products used in the build-out of Space that do not contain Per- and Polyfluoroalkyl Substances (PFAS). To view the current list of EPA standards and ecolabels that either restrict or eliminate the use of PFAS in certified products, visit [HTTPS://WWW.EPA.GOV/GREENERPRODUCTS/](https://www.epa.gov/greenerproducts/)

6.26 ~~MOLD AND WATER INTRUSION (OCT 2023)~~ INTENTIONALLY DELETED

6.27 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor, security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2021) INTENTIONALLY DELETED

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016) INTENTIONALLY DELETED

7.03 NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2023) INTENTIONALLY DELETED

7.04 DAILY OCCUPANCY DATA (OCT 2021) INTENTIONALLY DELETED

7.05 PROVISIONAL ACCEPTANCE (FEB 2021) INTENTIONALLY DELETED

7.06 SWING SPACE – LEASE (OCT 2022) INTENTIONALLY DELETED

7.07 ADDITIONAL TERMS AND CONDITIONS

A. The Lessor shall furnish to the Government the following at no cost to the Government:

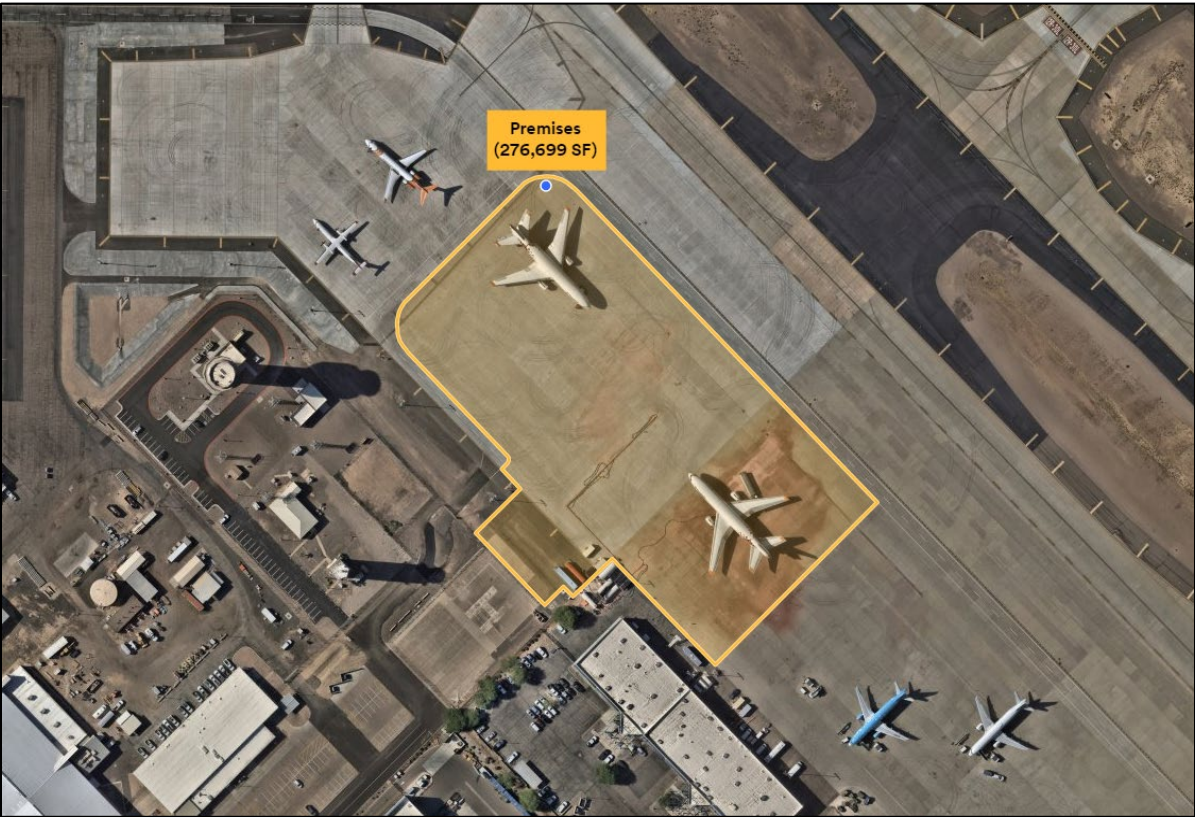
24 hours a day, seven days a week unrestricted ingress/egress access to the leased premises through the initial and any subsequent terms of this lease. Lessee is granted the right of reasonable access to and from the Premises via such portions of the Airport as necessary for its operations, in accordance with Airport Rules and Regulations.

B. In the event of a holdover past the term of the lease the tenancy shall continue on a month-to-month basis at the same rental rate in effect at the time of the lease's expiration and all terms and conditions of the lease shall continue in full force and effect. Any claims by the LESSOR resulting from the holdover shall be handled through the process established in the Contract Disputes Act of 1978, as amended, and the tenancy shall continue throughout the resolution of the dispute.

C. The Lessor warrants that it has the authority to execute this lease, to allow the Government to use and occupy land, and to provide unrestricted legal access to the land.

D. Airport ramp is provided as is - where is. All additional improvements will be at the expense of the Government or tenant(s).

EXHIBIT A
DEPICTION OF PREMISES



LESSOR: _____ / GOVERNMENT: _____

EXHIBIT B

Tonto National Forest Phoenix Interagency Fire / Mobilization Center Agency Specific Requirements U.S. Forest Service

The Agency Specific Requirements (ASRs) do not reduce the minimum requirements contained within the Lease. These ASRs provides specific agency requirements, which may be complementary, more specific, or more stringent than those of the Lease minimum requirements.

ADDITIONAL REQUIREMENTS

A permanent retardant base typically requires several acres to allow for airtankers, lead planes, a retardant mix plant, an operations building, and a warehouse. Additional space, services, and utilities will be required if Single Engine Air Tanker (SEAT) operations, rotorwing operations, passenger and cargo loading, or other operations are to be located on the site.

Special agreements to upgrade runways or taxiways that will not be leased to the agency are not part of this solicitation package. Runway and taxiway use is generally provided for under a document called the Airport Runway Use Agreement, which covers such items as use of overweight aircraft, inspection and repair of damages, cleanup of spillage, and payment of landing and temporary offsite aircraft parking fees.

See attached Interagency Retardant Base Planning Guide for additional information.

Ramp

An apron or “ramp” is a defined area on a land airport intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance. The portion of the aircraft apron or ramp area used for access between taxiways and aircraft-parking positions (pads) is called a taxilane. The Lessor shall provide the following:

- Provide sufficient parking for two Very Large Air Tankers (VLATs), two Large Air Tankers (LATs) and four light fixed wing aircraft.
- Tarmac shall be capable of supporting the weight of fully loaded wild-land firefighting VLAT and LAT aircraft.
- Runway and ramp shall have appropriate apron markings and lighting as required by FAA and local Airport Authority.
- Site lighting is needed throughout the ramp for security and work areas used after dark.

Pads/Pits

Loading pads are often referred to as “pits.” A pad or pit (also called gate position) is a specific parking place for an aircraft to load/unload, refuel, washdown, tiedown, or do maintenance. The standard large airtanker loading pad is 100’ X 100’. These pads are subject to spillage, leakage, and after-drop dripping. Retardants that contain ammonium sulfate will erode most concretes and guar gum will spall (flake, chip, or fragment) asphalt surfaces. Retardant loading pads should be constructed with type-15 (sulfate erosion resistant) concrete with appropriate air entrainment to prevent damage from winter freezing. The structural design should conform to the FAA design method for rigid pavement. This will typically require that the concrete used by aircraft be specified by tensile strength requirements.

Each pad requires a retardant delivery manifold provided by the Government contractor consisting of two (2) approximate 6” pipes capable of delivering retardant from the Tank Farm to the Pad. Piping that carries retardant should not be buried but can either be placed above ground OR in a concrete trench covered with steel grating. This allows the pipe to be removed easily for repair or replacement and also provides some protection from direct sunlight. These trenches should be designed to be a

part of the containment and disposal system for spills and washdown water. The Lessor shall provide the following:

- Minimum of four pads needed for two VLATs and two LATs.

The Lessor may provide the following options:

- One quadruplex 110V electrical outlet per pad for powering portable A/C units.
- Each pad shall be plumbed for 1" to 1½" hose with approximately 200 GPM flow rate for wash down.
- Light fixed wing aircraft do not require retardant manifolds but require one quadruplex electrical outlet for powering portable A/C units and plumbing for 1" to 1½" hose with approximately 200 GPM flow rate for wash down.
- Pads shall be designed with trenches or grading to provide containment for wash down or spillage.

Spill Containment and Drainage

Spill containment and drainage should be considered during the site planning and layout process. The layout of secondary containment structures for the loading pads and retardant mix plant must be connected to the spill containment tanks or lagoons, the washdown water disposal system (sand/oil separator), and the stormwater disposal system.

Fencing

Fencing for security and functional separation is an important consideration in base layout. The layout should maximize functional separation while minimizing the amount of fencing required. Security fencing will be required to separate the restricted operational areas from the public and visitor areas in accordance with the airport and base security plans. Often this fencing can be configured to allow partial public access to the site so that parking, trash pickup, public viewing, and base visitor entry can be accommodated without impacting base personnel. Operational fencing is sometimes required to separate areas within the secured or restricted area. Fencing should be the last resort, but can be used to keep visitors, passengers, or other personnel from wandering into operational areas that might be hazardous.

Shade Structures/Shelters

Shade structures or shelters are often provided near the operations building, mix plant, or loading pads. Locate these structures to provide a convenient place for pilots, loaders, mix-plant personnel, or others to relax out of the sun between work activities. Size and location should be appropriate for the function being served. Location and height must stay within the FAA parameters set for buildings.

Contractor (Government) Furnished Equipment

The Government contractor shall furnish continuous flow or batch mixing equipment that is not owned by the agency and available at the base to handle, store, mix, recirculate, load, and off-load the

retardant product, as directed. Government contractor-furnished equipment may include, but is not limited to:

- a) Handling equipment (forklifts), generator, blending equipment, storage equipment, water systems, recirculation equipment, retardant dispensing pump, above-ground pipe, manifold, fittings, hose, and valves necessary to mix and load aircraft to meet minimum requirements. The contractor shall provide equipment to remove and return unused retardant solution from loaded aircraft to storage, as directed.
- b) Sampling valve to be installed between the loading pump and aircraft loading valve for quality assurance testing.
- c) Instruments (Refractometer, Marsh Funnel) and material needed to measure specific gravity and viscosity of retardant solutions.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property – AIRPORT RAMP)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
	2	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	3	GSAR 552.270-11	SUCCESSORS BOUND
	4	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	5	GSAR 552.270-24	STATEMENT OF LEASE
	6	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	7	GSAR 552.270-26	NO WAIVER
	8	GSAR 552.270-27	INTEGRATED AGREEMENT
	9	GSAR 552.270-28	(DEVIATION) MUTUALITY OF OBLIGATION
PERFORMANCE	10	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
	11	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
	12	GSAR 552.270-17	DELIVERY AND CONDITION
	43	GSAR 552.270-19	(DEVIATION) PROGRESSIVE OCCUPANCY
	14	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	15	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	16	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	17	GSAR 552.270-12	ALTERATIONS
	18	GSAR 552.270-29	ACCEPTANCE OF LAND SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
PAYMENT	19	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	20	GSAR 552.270-31	PROMPT PAYMENT
	21	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	22	GSAR 552.270-20	PAYMENT (DEVIATION)
	23	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	24	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	25	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	26	FAR 52.203-7	ANTI-KICKBACK PROCEDURES

LESSOR: _____ GOVERNMENT: _____

	27	FAR 52.223-6	DRUG-FREE WORKPLACE
	28	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	29	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	30	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
	31	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	32	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	33	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	34	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	35	FAR 52.233-1	DISPUTES
LABOR STANDARDS	36	FAR 52.222-26	EQUAL OPPORTUNITY
	37	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	38	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	39	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	40	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	41	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SMALL BUSINESS	42	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	43	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	44	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
	45	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	46	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	47	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	48	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	49	FAR 52.204-2	SECURITY REQUIREMENTS
	50	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

LESSOR: _____ GOVERNMENT: _____

	51	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
	52	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
	53	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	54	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	55	FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
	56	FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - PROHIBITION
OTHER	57	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
	58	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

LESSOR: _____ GOVERNMENT: _____

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless

- (a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);
- (b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

3. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of

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the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or 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, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the **AIRPORT RAMP**, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or **AIRPORT RAMP**;

(3) That the Contracting Officer does not warrant or represent that the premises or **AIRPORT RAMP** comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and **AIRPORT RAMP** and by inquiry to appropriate Federal, State and local Government officials.

6. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. GSAR 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

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 the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

9. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

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The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

(a) *Prior to acceptance of the space.* Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.

(b) *After acceptance of the space.* Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:

(1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;

(2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenable;

(3) Terminate the lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.

(c) *Damages.* The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

(1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government's aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other procurement costs.

(2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(3) Damages to which the Government is entitled to under this clause are due and payable thirty (30)

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days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

(d) *Excusable delays.*

(1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:

(i) the delay in substantially completing any work or performing any services arises from excusable delays, and

(ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.

(2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

(f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the **AIRPORT RAMP** access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:

~~(1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers; - INTENTIONALLY DELETED~~

~~(2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; - INTENTIONALLY DELETED~~

(3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and

(4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the **AIRPORT RAMP**. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

12. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)

(a) Unless the Government elects to have the **AIRPORT RAMP** occupied in increments, the **space** must be delivered ready for occupancy as a complete unit.

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(b) The Government may elect to accept the **space** notwithstanding the Lessor's failure to deliver the **space** substantially complete; if the Government so elects, it may reduce the rent payments.

13. ~~GSAR 552.270-19~~ PROGRESSIVE OCCUPANCY (SEP 1999)

~~The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates. - INTENTIONALLY DELETED~~

14. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the **AIRPORT RAMP**, ~~building systems, and all equipment, fixtures, and appurtenances~~ furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying ~~such heat, air conditioning, light, ventilation, safety systems,~~ access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

(a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

~~(b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. - INTENTIONALLY DELETED~~

(c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, ~~including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. - INTENTIONALLY DELETED~~

(d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

15. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

(a) If the **AIRPORT RAMP** in which the premises are located is totally destroyed or damaged by fire or other casualty, ~~this lease shall immediately terminate~~ **the Government may terminate the lease upon fifteen (15) calendar days written notice to the Lessor and no further rental will be due. - INTENTIONALLY ALTERED**

(b) If the **AIRPORT RAMP** in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:

(1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.

(2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a

LESSOR: _____ GOVERNMENT: _____

reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.

(i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.

(ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

(3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.

(4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

16. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of **the AIRPORT RAMP** ~~all buildings, structures, and facilities~~ located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law. - INTENTIONALLY ALTERED

17. GSAR 552.270-12 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. ~~If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise,~~ **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**.

18. GSAR 552.270-29 ACCEPTANCE OF **SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)**

(a) Ten (10) working days prior to the completion of the **space**, the Lessor shall issue written notice to the Government to schedule the inspection of the **space** for acceptance. ~~The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.~~ - INTENTIONALLY ALTERED

(b) The **space** shall be considered substantially complete only if the **space** may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the **space**. ~~Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.~~ - INTENTIONALLY ALTERED

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~~(c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety related requirements of this lease. - INTENTIONALLY ALTERED~~

19. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

20. GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date*—

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

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- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

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21. FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

22. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

(a) When **space** is offered and accepted, ~~ANSI/BOMA Occupant Area (ABOA) square footage~~ **acres** delivered will be confirmed by either: - INTENTIONALLY ALTERED

(1) The Government’s measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the **space** to verify that the delivered **space** conforms with such plans; or

(2) A mutual on-site measurement of the **space** if the Contracting Officer determines it necessary.

(b) The Government will not pay for **space** in excess of the amount of ~~ABOA square footage~~ **acres** stated in the lease.

(c) If the amount of ~~ABOA square footage~~ **acres** delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ~~ABOA square~~ **acres** delivered and the annual rental will be adjusted as follows ~~per acre or square foot as appropriate~~. - INTENTIONALLY ALTERED

~~ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:~~

~~$(1 + CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$~~

~~(d) Common Area Factor (CAF). The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}$.~~

~~(e) Rentable Square Footage (RSF). The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.~~ - INTENTIONALLY ALTERED

23. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

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24. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over \$6 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

25. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor 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.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

26. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over \$150,000 total contract value.)

This clause is incorporated by reference.

27. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

~~**28. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)**~~

~~(Applicable to leases over \$6 Million total contract value.)~~

~~*This clause is incorporated by reference.*~~ - INTENTIONALLY DELETED

29. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

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(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

30. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$2,000,000.)

This clause is incorporated by reference.

31. GSAR 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

32. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

(a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the **space**, **building** security requirements, or the services required under the lease.

(b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:

- (1) An adjustment of the delivery date.
- (2) An equitable adjustment in the rental rate.
- (3) A lump sum equitable adjustment. or
- (4) An adjustment of the operating cost base, if applicable.

(c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has

LESSOR: _____ GOVERNMENT: _____

explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

33. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

34. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

35. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

36. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

37. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

38. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2023)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

39. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

(a) *Definitions.* As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

LESSOR: _____ GOVERNMENT: _____

(Applicable to leases over \$15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

41. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

42. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

43. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$2,000,000 total contract value.)

This clause is incorporated by reference.

44. FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

This clause is incorporated by reference.

45. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (SEP 2023)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

46. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023) ALTERNATE III (JUN 2020)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

47. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over \$750,000 total contract value.)

LESSOR: _____ GOVERNMENT: _____

This clause is incorporated by reference.

48. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over \$30,000 total contract value.)

This clause is incorporated by reference.

49. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(Applicable when the contract may require access to classified information.)

This clause is incorporated by reference.

50. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

This clause is incorporated by reference.

51. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)

This clause is incorporated by reference.

52. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users

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are permitted to execute.

- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

53. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)

This clause is incorporated by reference.

54. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

LESSOR: _____ GOVERNMENT: _____

This clause is incorporated by reference.

55. FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

This clause is incorporated by reference.

56. FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201–1.303\(d\)](#) and [\(e\)](#):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;

LESSOR: _____ GOVERNMENT: _____

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

LESSOR: _____ GOVERNMENT: _____

(ii) For all other solicitations and contracts DHS FASCSCA orders apply.

(2) The Contractor shall search for the phrase “FASCSCA order” in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSCA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSCA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSCA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304\(c\)](#)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSCA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSCA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSCA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSCA order(s), or for products or services produced by a source subject to FASCSCA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSCA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSCA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided

LESSOR: _____ GOVERNMENT: _____

to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

57. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

58. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/browse/index/gsam>.



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Management Information Report

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: January 2025 Financials
Date: March 18, 2025

Attached is the monthly Financials Report for January 2025.

Mesa Gateway Airport Authority
AIRPORT - All Operations P&L
January, 2025

	Month of January 2025				Y-T-D as of January 2025			
	January FY24	January FY25	YOY	B/(W)	YTD FY24	YTD FY25	Y-T-D	B/(W)
	Actual	Actual	Variance		Actual	Actual	Variance	
Aeronautical Operating Revenues								
Aircraft Parking	33,708	28,969	(4,739)	-14%	212,785	228,062	15,277	7%
Fuel Flowage Fees	51,059	55,897	4,838	9%	363,887	344,573	(19,314)	-5%
Landing Fees	137,608	151,204	13,596	10%	916,003	964,907	48,904	5%
Lease Income Aero	432,547	510,275	77,728	18%	2,479,810	2,731,829	252,019	10%
Fuel Sales	619,058	806,715	187,657	30%	4,092,487	5,120,599	1,028,112	25%
Services Sold - Aero	497,588	480,633	(16,955)	-3%	3,370,333	3,075,219	(295,114)	-9%
Sub-total Aero Operating Revenues	1,771,568	2,033,693	262,125	15%	11,435,305	12,465,189	1,029,885	9%
Non-Aeronautical Operating Revenues								
Concessions	116,358	133,267	16,909	15%	759,808	829,585	69,777	9%
Lease Income Non-Aero	108,297	119,744	11,447	11%	769,506	803,232	33,726	4%
Parking	434,768	439,604	4,836	1%	3,186,537	3,372,374	185,837	6%
Rental Car Fees	271,250	341,773	70,523	26%	1,321,948	1,584,430	262,482	20%
Svcs Sold - Non Aero	5,898	3,990	(1,908)	-32%	37,452	37,573	121	0%
Sub-total Non-Aero Operating Revenues	936,571	1,038,378	101,807	11%	6,075,251	6,627,194	551,944	9%
Total Operating Revenues	2,708,139	3,072,071	363,932	13%	17,510,556	19,092,383	1,581,829	9%
Operating Expenses								
Cost of Goods Sold	398,579	528,241	(129,662)	-33%	3,000,317	3,275,410	(275,093)	-9%
Personnel	903,693	889,593	14,100	2%	5,953,602	6,809,953	(856,351)	-14%
Comm & Utilities	96,798	77,351	19,447	20%	660,223	732,175	(71,952)	-11%
Contractual Services	629,118	641,319	(12,201)	-2%	3,965,705	4,306,932	(341,227)	-9%
Insurance	52,217	57,395	(5,178)	-10%	357,549	414,316	(56,767)	-16%
Other	20,773	22,573	(1,800)	-9%	192,387	171,648	20,739	11%
Repair & Maintenance	13,073	71,852	(58,779)	-450%	478,506	396,733	81,773	17%
Supplies & Materials	83,731	64,278	19,453	23%	485,042	469,037	16,005	3%
Air Service Incentives [2,000,000]	-	-	-	0%	-	-	-	0%
Operating Contingency [3,042,018]	-	-	-	0%	-	-	-	0%
Total Operating Expenses	2,197,982	2,352,602	(154,621)	-7%	15,093,331	16,576,204	(1,482,872)	-10%
Operating Income (Loss) Before Depreciation	510,157	719,469	209,312	41%	2,417,225	2,516,179	98,954	4%
	18.8%	23.4%			13.8%	13.2%		

Depreciation

1,364,138

9,476,517



Mesa Gateway Airport Authority
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Mesa, Arizona 85212-6014
www.gatewayairport.com

Management Information Report

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: Solicitation Notification
Date: March 18, 2025

This report is to provide notification of the active and upcoming solicitations to help ensure compliance with the Mesa Gateway Airport Authority procurement transparency clause. The active activities include the following:

Active/Pending Solicitations

Type Solicitation	Number	Title	Anticipated Contract Award (Board Action)
Invitation for Bid	2025-005-IFB	Fire System Valves Replacement	March 2025
Request for Qualifications	2025-006-RFQ	Air Service Development Consulting Services	April 2025
Request for Qualifications	2025-003-RFQ	South Apron Aeronautical Redevelopment	June 2025

Future Solicitations

Type Solicitation	Number	Title	Scheduled for Release	Anticipated Contract Award (Board Action)
Request for Qualifications	2025-008-RFQ	Business Plan Continuity Development	April 2025	June 2025
Request for Proposals	2025-004-RFP	Airport Website Redesign	April 2025	July 2025

Equipment Disposals

Fiscal year totals from sales of decommissioned / nonworking equipment total \$70,558.00

If you have any questions about the solicitations or the procurement process, please feel free to contact me at 480-988-7613.



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Mesa, Arizona 85212-6014
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Management Information Report

To: Board of Directors
From: Margi EvanSon, Operations, Security, and Maintenance
Through: Chuck Odom, Chief Financial Officer
J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: Airfield Pavement Maintenance, Hi-Lite Airfield Services - Increased Costs
Date: March 18, 2025

On August 20, 2024, the Board approved airfield asphalt repair services with Hi-Lite Airfield Services, LLC (Hi-Lite) in an amount not to exceed \$130,000. Due to inflationary pressures and prevailing market conditions, costs have increased since budgeting for these services. Hi-Lite's final quote for the required services now totals \$140,625. Airport staff has issued a purchase order to Hi-Lite for the full amount of the quote.

This project is funded through the FY25 capital budget under CIP 1284.



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5835 S Sossaman Road
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Management Information Report

To: Board of Directors
From: Bob Draper, Engineering and Facilities Director
Through: Chuck Odom, Chief Financial Officer
J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: Project 1265, TSA In-Line Checked Baggage Inspection System Design – Change Orders
Date: March 18, 2025

On March 21, 2023, the Board approved a contract for the TSA In-Line Checked Baggage Inspection System Design with Studdiford Technical Solutions, LLC, Resolution #23-10, in an amount not to exceed \$438,891. On October 17, 2023, the Board approved contract modification #1 in an amount of \$367,387.50, Resolution #23-56. Since contract modification #1, Airport staff has issued an additional change order against the contract.

Change order #1:	addition	\$367,387.50
Increase of contract value due to the building expansion that is needed in order to accommodate the 2+1 Explosive Detection System CBIS machines which are necessary to support the capacity of screening bags due to Airport growth.		
Change order #2:	addition	\$ 19,713.00
Increase of contract value due to a deficiency in baggage make-up storage and sortation capability after screening thru-put is increased in the new system that was identified during design of the new BHS system.		
Total Revised Contract Amount		\$825,991.50

Funding for this project is comprised of 90% TSA funding and 10% MGAA Match with non-grant funding.

If additional change orders that increase the contract amount are incurred, Airport staff will provide an MIR to the Board.



Mesa Gateway Airport Authority
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Management Information Report

To: Board of Directors
From: Bob Draper, Engineering and Facilities Director
Through: Chuck Odom, Chief Financial Officer
J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: Project 1268, Airport Entry Monument Change Orders
Date: March 18, 2025

On August 20, 2024, the Board approved a contract for the Airport Entry Monument project with RCI Property Enterprises, LLC, resolution #24-31, in the amount of \$916,669.46. Since the project has been underway, Airport staff has issued three change orders against the contract for required modifications.

Change order #1: Reduction of contract value due to Military Reuse Zone Tax Credit.	reduction \$35,616.12
Change order #2: Increase of contract value due to the revision of the "Mesa Gateway Airport" lettering on both monuments to match the proper scale. Doubled each set size from 12" baseline to 24".	addition \$14,061.09
Change order #3: Increase of contract value due to the unforeseen need to form up Cast-In-Place headwalls at the top of each FMU's Main Monument wall.	addition \$28,114.66
Total Revised Contract Amount	\$923,229.09

The current remaining budget unencumbered for the project after all charges and the above change orders is \$256.66. If additional change orders that increase the contract amount are incurred, Airport staff will provide an MIR to the Board.