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 (MGAA) and to the public that MGAA will hold a meeting open to the public on **Tuesday, August 18, 2026 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 Mark Freeman, Chair)
   Members of the Mesa Gateway Airport Authority will attend either in person or via videoconference.

2. **Pledge of Allegiance**

3. **Gateway Business Spotlight – Garmin** presented by Ben Wigton, Site Manager

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

5. **Consent Agenda**

   a) **Minutes** of the MGAA Board Meeting held on **June 16, 2026**.

   b) **Resolution No. 26-32 –** Authorizing an Amendment of the **FY27 Capital Budget** to provide $935,195.07 in funding for the Taxiway K Pavement Failure Emergency Reconstruction Project under CIP 1346, utilizing non-grant funds.

   c) **Resolution No. 26-33 –** Authorizing a Construction Contract with **Pulice Construction, Inc**. for the Taxiway K Pavement Failure Emergency Reconstruction Project, in an amount not to exceed $935,195.07 under CIP 1346**.**

   d) **Resolution No. 26-34 –** Authorizing an Authorization of Services with **FCI Constructors, Inc.** to provide Construction Services for the Economy Lot Covered Parking Construction Project, in an amount not to exceed $867,039, under CIP 1332.

   e) **Resolution No. 26-35 –** Authorizing a Facility Lease Agreement between Mesa Gateway Airport Authority and the **United States of America Government Services Administration** for the **Transportation Security Administration's** use of a portion of the facilities located at 6033 S. Sossaman Road and 5803 S. Sossaman Road. The lease term is seven years with a five-year guaranteed term, commencing October 1, 2026.

   f) **Resolution No. 26-36 –** Authorizing an Amendment of the **FY27 Capital Budget** to provide $405,000 in funding for the Badging Office Remodel under CIP 1347, utilizing non-grant funds.

g) **Resolution No. 26-37 –** Authorizing a Professional Services Agreement with **DWL Architects + Planners, Inc**., to provide Design Services for the Badging Office Remodel Project in an amount not to exceed $83,647, in non-grant funding, under CIP 1347.

h) **Resolution No. 26-38 –** Authorizing the purchase of a Runway Rubber Removal and Pavement Markings Removal Truck from **HOG Technologies** in an amount not to exceed $830,000.

Consideration and Possible Approval of:

6. **Resolution No. 26-39 –** Authorizing a Fourth Amendment to the Terminal Concession Lease Agreement with **TW Kind AZA, LLC.** to update new food and beverage concepts and the associated space from which they operate.

7. **Board Member Comments/Announcements**

8. **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.

9. **Next Meeting: Tuesday, September 15, 2026 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.

- MGAA Set New Financial Performance Record in FY26
- Mesa Gateway Airport Set New Total Commercial Passenger Record in FY26
- Allegiant Announces 34 Additional Roundtrip Flights this Winter
- Gateway East SpringHill Suites by Marriott Looking Impressive
- SkyBridge Arizona Wyndham Hotel Erecting Steel
- Construction of 200 Additional Covered Parking Spaces Begins in September
- $44MM TSA Checked Baggage Inspection System Facility Making Progress
- Terminal Concessions Enhancements Begin in August
- Runway 12R-30L and Taxiway Golf-Phase I to be Completed by Year's End

Executive Director's Report
August 2026

Mesa Gateway Airport Authority
Program of Work
2026-2027

- Increase Air Service
- Maintain a High Level of Community Support
- Strengthen Financial Sustainability
- Invest in People and Operational Assets
- Attract Commercial Development
- Plan, Build & Maintain Infrastructure
- Promote Regional Tourism

Financial Snapshot

OPERATING INCOME	June		Month Variance	FYTD Comparison		FYTD Variance
	2025	2026		FY25	FY26	
Revenues	$3,608,529	$4,288,874	**$680,345**	$35,836,472	$47,221,582	**$11,385,110**
Less Expenses	$3,467,483	$4,402,095	**$934,612**	$30,290,166	$40,670,336	**$10,380,170**
Operating Income *(Before Depreciation)*	**$141,046**	**($113,221)**	**($254,267)**	**$5,546,306**	**$6,551,246**	**$1,004,940**

Investment Fund Balances: As of June, the Local Governmental Investment Pool (LGIP) 700 = $3,906,851; Wells Fargo; Collateralized Money Market = $6,185,037 and Commercial/Paper Brokered CD's = $70,232,589; Total $80,324,477. MGAA invests in fixed rate instruments.

Finance and Accounting

MGAA Set New Financial Performance Record in FY26

Mesa Gateway Airport Authority (MGAA) is reporting preliminary June 2026 operating results were a net loss of $113,221 compared to a net gain of $141,046 in June of 2025. June, with three pay periods and a revenue-sharing payout, was the only negative month during the entire 12-month period. Fiscal year-to-date 2026 (FYTD26) net operating results are $6,551,246, making it MGAA's best fiscal year to date.

Preliminary June aeronautical revenues increased by 20% and non-aeronautical revenues increased by 16% on a year-over-year monthly comparison. The aeronautical increases were generated primarily by aviation fuel sales which increased by 51%. Non-aeronautical revenues increased due to a 36% increase in rental car revenues and a 43% increase in lease revenues.

Preliminary operating expenditures for June increased by 27% and totaled $4,402,095. The increase was due to an increase in fuel related cost-of-goods-sold due to increased retail sales volume.

Fiscal-year-end (FYE) operating expenditures are $8,776,670 over the FY26 MGAA-Board approved budget, due to the increased fuel cost-of-goods sold.

Active Solicitations

TYPE OF SOLICITATION	Number	Title	Anticipated Contract Award
Request for Proposals	2027-001-RFP	Aviation Fuel Supplier	December 2026

Future Solicitations

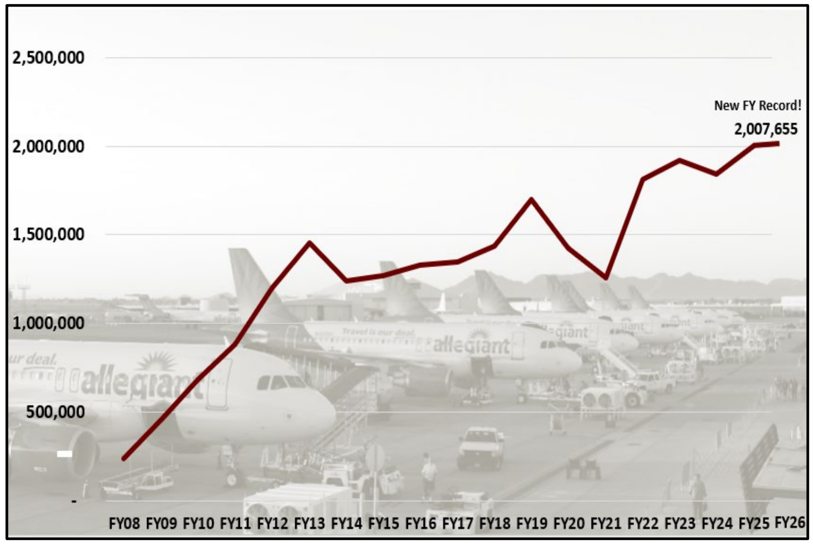
TYPE OF SOLICITATION	Number	Title	Anticipated Contract Award
Request for Proposals	2027-003-RFP	TSA HVAC Repair & Replace – Phase II	November 2026
Request for Qualifications	2027-002-RFQ	Job Order Contracting	December 2026

Airport Operations

Mesa Gateway Airport Set New Total Commercial Passenger Record in FY26

A final report for FY26 revealed that Mesa Gateway Airport (Airport, Gateway Airport) set a new total commercial passenger activity record during the fiscal year, surpassing FY25's record performance by 1,308 total passengers. This new record is remarkable considering the increased price of aviation fuel and other industry headwinds that airlines endured during the 12-month period.

Allegiant Air and Sun Country Airlines combined for 2,007,655 total commercial passengers. MGAA expects continued growth if the price of oil stabilizes in FY27.



FY26 Record Commercial Passenger Activity

Allegiant Announced 34 Additional Roundtrip Flights this Winter

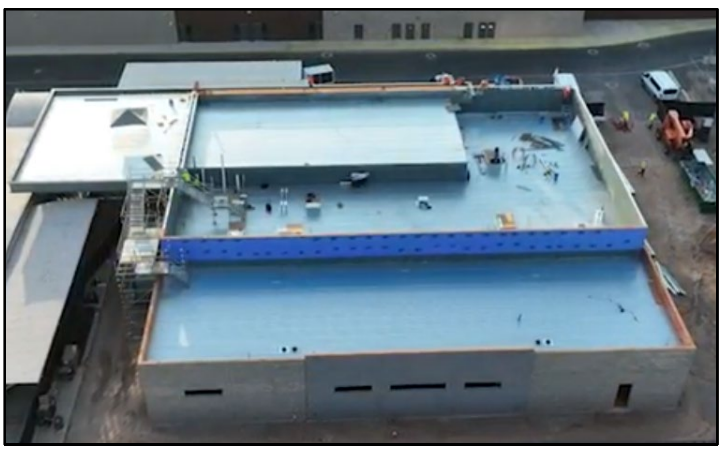
Allegiant recently announced it was adding 34 roundtrip flights at Gateway Airport this winter. This is welcomed news, earlier this year, Allegiant announced that, due to sustained high fuel costs, it was reducing flights this summer and fall at airports across the country. ***Book your Allegiant winter getaway today!***

Date	Flight No.	Destination	Departs	Arrives	Date	Flight No.	Destination	Departs	Arrives
12/17/2026	3556	IWA-STC	7:00	11:03	12/25/2026	3542	IWA-FSD	14:26	18:09
12/17/2026	3532	IWA-BZN	15:08	17:36	12/26/2026	3550	IWA-MLI	7:30	11:23
12/18/2026	3554	IWA-SGF	6:40	10:10	12/26/2026	3534	IWA-CID	15:34	19:30
12/18/2026	3548	IWA-GRR	13:50	19:20	12/27/2026	3556	IWA-STC	7:00	11:03
12/19/2026	3550	IWA-MLI	6:40	10:33	12/27/2026	3532	IWA-BZN	15:08	17:36
12/19/2026	3544	IWA-GEG	14:54	16:43	12/30/2026	3534	IWA-CID	6:40	10:36
12/20/2026	3556	IWA-STC	7:00	11:03	12/30/2026	3550	IWA-MLI	14:34	18:27
12/20/2026	3532	IWA-BZN	15:08	17:36	12/31/2026	3556	IWA-STC	7:00	11:03
12/21/2026	3554	IWA-SGF	6:40	10:10	12/31/2026	3530	IWA-BIS	15:08	18:53
12/21/2026	3548	IWA-GRR	13:50	19:20	1/1/2027	3538	IWA-DSM	6:50	10:35
12/22/2026	3536	IWA-COS	7:50	9:32	1/1/2027	3540	IWA-FAR	14:26	18:26
12/22/2026	3552	IWA-PIA	13:02	17:01	1/2/2027	3534	IWA-CID	6:40	10:36
12/23/2026	3550	IWA-MLI	6:20	10:13	1/2/2027	3550	IWA-MLI	14:34	18:27
12/23/2026	3534	IWA-CID	14:24	18:20	1/3/2027	3556	IWA-STC	7:00	11:03
12/24/2026	3556	IWA-STC	7:00	11:03	1/3/2027	3530	IWA-BIS	15:08	18:53
12/24/2026	3532	IWA-BZN	15:08	17:36	1/4/2027	3546	IWA-GRI	6:50	10:08
12/25/2026	3538	IWA-DSM	6:50	10:35	1/4/2027	3554	IWA-SGF	13:24	16:54

PASSENGERS AND AIR CARGO		June		% Change	FYTD		% Change
		2025	2026		FY25	FY26	
Passengers	TOTAL	164,741	158,435	-4%	2,006,347	2,007,655	0%
	Deplaned	78,090	76,248	-2%	1,001,394	1,005,197	0%
	Enplaned	86,651	82,187	-5%	1,004,953	1,002,458	0%
Allegiant		164,266	157,940	-4%	1,965,322	1,960,641	0%
Sun Country		475	495	4%	41,025	47,014	15%
Air Cargo (lbs.)		1,662,585	30,642	-98%	7,284,693	6,641,656	-9%

Engineering, Planning, and Facilities

$44MM TSA Checked Baggage Inspection System Facility Making Progress



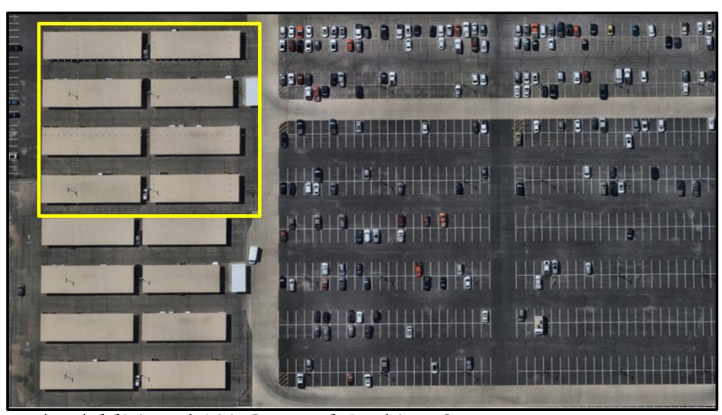
New TSA EDS Facility Under Construction

Construction of the Airport's new $44MM TSA Checked Baggage Inspection System (CBIS) Facility has made great strides during the summer, and is on schedule to be operational in August/September 2027.

The new 13,000 sq. ft. Explosive Detection System (EDS) facility will include two state-of-the-art EDS machines capable of processing more than 1,500 checked bags per hour. The new system will also include space for a third, demand-driven EDS machine in the future.

Construction of 200 Additional Covered Parking Spaces Begins in September

MGAA is constantly looking for opportunities to enhance the customer experience at Gateway Airport. During the past few years, the Authority's Board of Directors has approved investing tens of millions of dollars expanding and improving terminal facilities, food, beverage, and retail concessions, Airport infrastructure, and the functionality of Gateway Airport's website.

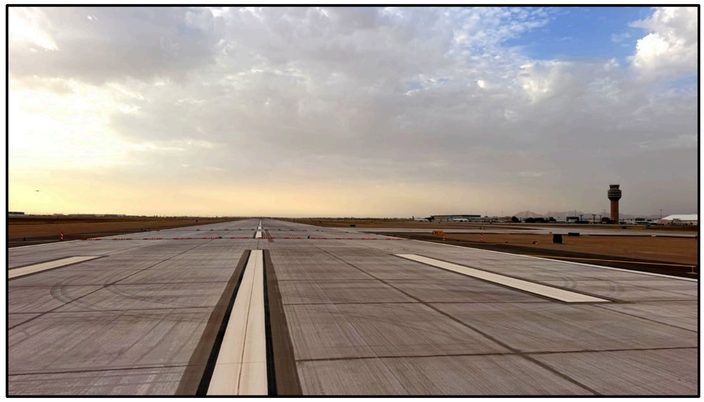


An Additional 200 Covered Parking Spaces

One amenity that has gained in popularity over the past few years is the covered parking option in the Ray Road Economy Parking Lot. The 200 covered parking spaces currently available at the Airport often fill with airline passengers looking to keep their vehicles cool.

In an effort to meet the growing desire of Airport customers opting for covered parking, MGAA will begin construction of 200 additional covered parking spaces in September.

Runway 12R-30L and Taxiway Golf-Phase I to be Completed by Year's End


Runway 12R-30L Reconstruction Nears Completion

After two years and more than $59MM in Federal, State, and MGAA funding, the reconstruction of Runway 12R-30L and Taxiway Golf-Phase I is scheduled to be completed by the end of 2026. The project to reconstruct the Airport's primary commercial service runway and bring Taxiway Golf into current FAA design standards is the largest single project undertaken by MGAA.

Runway 12R-30L is 10,400 feet long by 150 feet wide, is the closest runway to the commercial passenger terminal, and is the preferred runway for Gateway Airport's commercial air carriers. The phased construction schedule was designed to allow select portions of the runway to be operational for general aviation activity during the two-year project. Once the runway and initial phase of Taxiway Golf reconstruction is complete, MGAA will complete Taxiway Golf next year.

Business Development

Gateway East SpringHill Suites by Marriott Looking Impressive


Gateway East SpringHill Suites by Marriott

MGAA is fortunate to have two on-Airport hotels currently under construction. The first is a five story, 125-room SpringHill Suites by Marriott Hotel located within the 273-acre Gateway East Master Development located on the east side of the Airport.

The Boyer Company, master developer for Gateway East, Western States Hospitality, the hotel developer, and Marriott Corp. plan to have the hotel operational and welcoming guests in the summer of 2027.

SkyBridge Arizona Wyndham Hotel Erecting Steel

The second on-Airport hotel is a dual-brand Wyndham Hotel being constructed in the 360-acre SkyBridge Arizona Master Development along So. Sossaman Road. The 129-room hotel will offer both extended stay and traditional hotel options and is scheduled to be completed and open in the fall of 2027.

The SkyBridge Arizona Master Development has already constructed and leased 635,000 sq. ft. of buildings and more than $40MM in horizontal infrastructure.


SkyBridge Arizona Wyndham Hotel

Terminal Concessions Enhancements Begin in August

Dunkin', Cold Beers & Cheeseburgers, and Wetzel's Pretzels are coming to Gateway Airport!

As part of MGAA's ongoing commitment to bring more food, beverage, and retail options to the Airport, three new well-known brand name concessions are planned for 2026 and 2027. The new Dunkin', located near Gate 4 is scheduled to open in time for the busy Thanksgiving Holiday travel period; Cold Beers & Cheeseburgers, replacing Macayo's Mexican Food near Gate 5, is scheduled to open by the end of 2026; and Wetzel's Pretzels, located in Baggage Claim with a mobile cart that will roam the three concourses, will open sometime in early 2027.

Gateway Aviation Services

FUEL (Gallons)	June			FYTD		
	2025	2026	% Change	FY25	FY26	% Change
AvGas	50,150	63,895	27%	595,372	662,247	11%
Retail Jet A	236,423	259,067	10%	1,509,652	3,648,998	142%
Contract	330,590	280,260	-15%	3,096,424	2,309,356	-25%
Commercial	1,186,303	1,073,093	-10%	14,741,179	13,649,252	-7%
Cargo	133,687	311	-100%	606,584	536,664	-12%
TOTAL	**1,937,153**	**1,676,626**	**-13%**	**20,549,211**	**20,806,517**	**1%**

GAS Team Member Fueling an Aircraft

Gateway Aviation Services (GAS) line service personnel pumped 1,676,626 gallons of aviation fuel during the month of June 2026, a 13% decrease compared to last June when GAS pumped 1,937,153 total gallons. FYE26, GAS pumped a total of 20,806,517 gallons, a 1% increase over year-end results last fiscal year.

GAS team members work hard all summer long in very challenging weather conditions. MGAA would like to thank them for their dedication and sacrifice. Thank You!

MGAA Team Member Spotlight

Employee Name: Brian Lehrich
Employee Title: Director of Finance
MGAA Department: Finance
Years with MGAA: 7+

What are your job responsibilities for MGAA? I am the Director of Finance, so I, along with our CFO, oversee the financial and accounting functions of MGAA (i.e. accounting, accounts payable, accounts receivable, banking and investments, payroll, financial reporting, grants, passenger facility charge (PFC), etc.) as well as the ERP and Revenue Management systems. I am also the Airport Concession Disadvantaged Business (ACDBE/DBE) Liaison for MGAA.

What is your most memorable Gateway Airport moment? So many over the years! Getting to see the Blue Angels up close, getting to go aboard Fat Albert were definitely highlights. Also, seeing the Antonov AN-124 up close and go inside the cargo area and the NASA Super Guppy – lots of cool aircraft!

What is something people may not know about you? I grew up in New Orleans, LA and am a big fan of classic NOLA-style jazz and blues music.

Community Noise Report

CALLERS	June		FYTD	
	2025	2026	FY25	FY26
Total	14	6	145	128

AIRCRAFT TYPE	June		FYTD	
	2025	2026	FY25	FY26
	Callers	Callers	Callers	Callers
Commercial	5	3	86	83
GA Total	4	2	42	31
Helicopter	0	1	6	5
Military	5	0	11	9
Total	**14**	**6**	**145**	**128**

LOCATION	June		FYTD	
	2025	2026	FY25	FY26
Mesa	5	2	58	45
Gilbert	4	2	60	39
Gold Canyon	0	0	1	8
Queen Creek	3	2	11	31
Queen Valley	1	0	7	0
Apache Junction	1	0	3	1
San Tan Valley	0	0	4	4
Florence	0	0	1	0
TOTAL	**14**	**6**	**145**	**128**

MGAA received communications from a total of six individuals regarding aircraft noise issues during the month of June 2026, a decrease from the 14 individuals that contacted MGAA last June.

Mesa Gateway Airport

MINUTES OF THE PUBLIC MEETING OF THE
MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS | June 16, 2026

A public meeting of the Mesa Gateway Airport Authority (MGAA, Authority) was convened on Tuesday, June 16, 2026, 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

Lt. Governor Regina Antone, Gila River Indian Community
Mayor Mark Freeman, Mesa
Mayor Scott Anderson, Gilbert
Mayor Chip Wilson, Apache Junction
Mayor Julia Wheatley, Queen Creek *(via audioconference)*

Airport Staff Present

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

** Neither present nor represented*

1. **Call to Order** at 9:04 a.m. (Lt. Governor Antone, Chair)

2. **Pledge of Allegiance**

3. **Executive Director's Report** – J. Brian O'Neill, A.A.E., Executive Director/CEO
Executive Director O'Neill shared information on MGAA's monthly and year-to-date financial performance, passenger activity, community noise report, and various other Airport projects:
   - April 2026 Net Operating Income is $1,020,446 compared to $767,407 in April 2025.
   - Fiscal Year-to-Date 2026 (FYTD) Net Operating Income is $6,143,615 compared to $4,879,858 in FYTD25.
   - Mesa Gateway Airport (Airport, Gateway Airport) welcomed 173,742 commercial passengers during April 2026 compared to the 184,995 passengers during April 2025. FYTD26 commercial passenger activity is 1,696,242 compared to 1,686,621 in FYTD25.
   - For MGAA's Community Noise Program, MGAA had nine individual callers in April of this year, and 12 individual callers in April last year. This fiscal year, MGAA has had 114 individual callers, compared to 107 callers last fiscal year.
   - Gateway Aviation Services (GAS) pumped 1.86MM gallons of fuel in April 2026 compared to 1.85MM gallons last April. FYTD26, GAS has pumped 17.64MM gallons compared to 16.70MM gallons last fiscal year.
   - Non-airline revenue for April 2026 is $1.02MM compared to $889,371 last April. FYTD26 is $8.47MM compared to $8.14MM last fiscal year.
   - Due to high oil prices caused by the war in Iran, Allegiant is canceling an additional 20 roundtrip flights (40 flights) in August through November 2026. The impacted cities include Fargo, ND, Cedar Rapids, IA, Idaho Falls, ID and Missoula, MT.
   - MGAA's Airfield Cost Center continues to operate at a deficit. With the more than 95% of the 305,000 yearly aircraft operations at the Airport not paying any landing fee to use the Airport, the delta between revenues and expenses is projected to increase.
   - The Federal Aviation Administration (FAA) recently released a Draft Environmental Assessment (EA) as a part of its Phoenix Area Modernization Project. Some of the proposed changes to the Runway 30

flight departure paths at Gateway Airport will route flights over area neighborhoods that have not historically been under departure flight paths. The East Valley drew the largest audience out of the four virtual workshops held recently by the FAA. MGAA is encouraging residents and community leaders to review the EA and have their voices heard before the FAA makes a final decision on the project. The deadline for the EA comment period is June 30, 2026.

- The Airport hosts three websites (GatewayAirport.com, GatewayFBO.com and ChooseGatewayAirport.com). The current websites were developed prior to many of the accessibility standards now in effect and do not fully meet the Americans with Disabilities Act Title II compliance. These three websites are undergoing redesigns and necessary updates to modernize the Airport's digital presence and improve service to the public.
- A Mesa/MGAA fire suppression system study is currently underway. This comprehensive overview of the complete system is to determine how the three fire suppression systems work together and the opportunities available for more tenants to transition to the City of Mesa's water system considering the improvements that have been made to the availability, volume, and flow of water.
- UND's flight school is a long-time partner at the Airport. They are continuing to increase their investment at the Airport with their recent purchase of a hangar on the south ramp.
- Gateway East SpringHill Suites by Marriott is going vertical with steel structure and masonry blocks visible from Ellsworth Road. This five-story, 125-room hotel is scheduled to open in summer 2027.
- In April a groundbreaking event was held at the south end of the Airport for the SkyBridge Arizona Wyndham Hotel. Since that day, crews have been preparing the site and installing utilities and plumbing. The hotel will have more than 125 extended stay and traditional hotel rooms.
- Reconstruction of the northern half of Runway 12R-30L (Phase II) is on schedule to be completed by the end of the year. The Taxiway Golf Realignment and Reconstruction Phase 1 Project is being completed simultaneously with the Runway 12R-30L Reconstruction Project to limit the amount of time Gateway Airport's primary runway is closed for construction.
- The Transportation Security Administration (TSA) and Gateway Airport are partnering on the development of a new $44MM Checked Baggage Inspection Facility. The new 13,000 sq. ft. facility will include two state-of-the-art Explosive Detection System machines capable of processing more than 1,500 checked bags per hour. Installation of the building's roof is now complete and the concrete flooring is being poured. Interior work is continuing throughout the summer. The TSA and Gateway Airport anticipate the new facility coming online in the fall of 2027.
- Spotted on the tarmac at Gateway Airport is Allegiant's patriotic "America 250" livery on an aircraft to commemorate the nation's 250th Anniversary.

4. **Consent Agenda**

   a) **Minutes** of the MGAA Board Meeting held on **May 19, 2026**.

   b) **Resolution No. 26-28 –** Authorizing the purchase of janitorial supplies from **Waxie Enterprises, LLC** and its affiliates, **BradyPLUS Companies** for FY27, in an amount not to exceed $200,000.

   c) **Resolution No. 26-29 –** Authorizing the purchase of services with the **U.S. Customs & Border Protection** for the fiscal year of 2027 with costs estimated to be approximately $294,065.

   d) **Resolution No. 26-30 –** Authorizing the purchase of Jet A fuel and 100LL Avgas from **Ascent Aviation** for Airport Authority resale in the amount of $12,018,000.

e) **Resolution No. 26-31 –** Authorizing the purchase of Unleaded and Diesel fuel from the lowest priced **State contract vendor** at market prices for Mesa Gateway Airport Authority use and resale in an amount not to exceed $527,203. This amount will provide fuel for the 2027 fiscal year.

Mayor Chip Wilson moved to approve the Consent Agenda.
Mayor Scott Anderson seconded the motion.
The motion passed unanimously.

5. **Election of Chair and Vice Chair**

Mayor Chip Wilson motioned to nominate Mayor Mark Freeman to become Chair and Mayor Scott Anderson to become Vice Chair.
Mayor Julia Wheatley seconded the motion.
The motion passed unanimously.

6. **Election of Secretary and Treasurer**

Mayor Mark Freeman motioned to nominate Mayor Chip Wilson to become Secretary and Mayor Julia Wheatley to become Treasurer.
Mayor Scott Anderson seconded the motion.
The motion passed unanimously.

5. **Board Member Comments/Announcements**
On behalf of the Mesa Gateway Airport Authority Board of Directors, the member communities, and Airport staff, Mayor Freeman presented Lt. Governor Antone with a crystal trophy as a token of appreciation for her leadership, guidance, and support during the past year as chairwoman of the Board of Directors.

6. **Call to the Public**
None.

7. **Next Meeting: Tuesday, August 18, 2026** 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.

8. **Adjournment.**
The meeting adjourned at 9:32 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 26-32

To:	**Board of Directors**
From:	**Carmen Parks, P.E., Engineering & Facilities Director**
Through:	**J. Brian O'Neill, A.A.E., Executive Director/CEO**
Subject:	**FY27 Capital Budget Amendment – Taxiway K Pavement Failure Emergency Reconstruction Project – CIP 1346**
Date:	**August 18, 2026**

Proposed Motion

To authorize an Amendment of the FY27 Capital Budget to provide $935,195.07 in funding for the Taxiway K Pavement Failure Emergency Reconstruction Project under CIP 1346, utilizing non-grant funds.

Narrative

Mesa Gateway Airport Authority's (MGAA) Taxiway K consists of varying pavement types, both Portland Cement Concrete and Asphalt Concrete, with varying age, section depths, and conditions. A section of the Asphalt Concrete recently experienced severe localized failures in the form of cracking, depressed areas and delamination of the surface where larger aircraft have exited Runway 12C/30C onto the taxiway. The pavement failure was cold patched and the Taxiway is currently limited to Group II aircraft and smaller.

MGAA Staff secured the professional engineering services of Kimley Horn and Associates (KHA) to investigate the Taxiway K pavement failure limits within the west RSA of Runway 12C/30C. During the investigative proceedings, and geotechnical evaluation, it was discovered that the condition of Taxiway K has significantly deteriorated, and an emergency reconstruction project is necessary to maintain safe and reliable airfield operations.

The operational restrictions require corrective action before the planned closure of Taxiway G for the Airport's ongoing reconstruction project. Delaying repairs until after Taxiway G is closed would significantly impact airfield operations by limiting access to the Airport's runways.

Fiscal Impact

Requesting that these funds, for the Taxiway K Pavement Failure Emergency Reconstruction Project, be added and included in the FY27 Capital Budget under CIP 1346. We plan to use future PFC funds for reimbursement for this project.

RESOLUTION NO. 26-32

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 an Amendment of the FY27 Capital Budget to provide $935,195.07 in funding for the Taxiway K Pavement Failure Emergency Reconstruction Project under CIP 1346, utilizing non-grant funds;

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

The Board of Directors of the Authority hereby authorizes an Amendment of the FY27 Capital Budget to provide $935,195.07 in funding for the Taxiway K Pavement Failure Emergency Reconstruction Project under CIP 1346, utilizing non-grant funds. 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 August, 2026.

Scott Anderson, Vice Chair

ATTEST:

Misty Johnson, Clerk of the Board

APPROVED AS TO FORM:

Jill Casson Owen, Attorney

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

Board Action Item

Re: Resolution 26-33

To:	**Board of Directors**
From:	**Carmen Parks, P.E., Engineering & Facilities Director**
Through:	**Scott Brownlee, Deputy Director/COO**
	J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject:	**Taxiway K Pavement Failure Emergency Procurement – Pulice Construction, Inc. - CIP 1346**
Date:	**August 18, 2026**

Proposed Motion

To authorize a Construction Contract with Pulice Construction, Inc. for the Taxiway K Pavement Failure Emergency Reconstruction Project, in an amount not to exceed $935,195.07 under CIP 1346.

Narrative

The Mesa Gateway Airport Authority's (MGAA) Taxiway K consists of varying pavement types, both Portland Cement Concrete and Asphalt Concrete, with varying age, section depths, and conditions. A section of the Asphalt Concrete recently experienced severe localized failures in the form of cracking, depressed areas and delamination of the surface where larger aircraft have exited Runway 12C/30C onto the taxiway. The pavement failure was cold patched and the Taxiway is currently limited to Group II aircraft and smaller.

The operational restrictions require corrective action before the planned closure of Taxiway G for the Airport's ongoing reconstruction project. Delaying repairs until after Taxiway G is closed would significantly impact airfield operations by limiting access to the Airport's runways.

Staff evaluated the use of a standard Invitation for Bids (IFB); however, the time required for advertisement, Board approval, contractor badging, and mobilization would not allow the project to be completed before the scheduled Taxiway G closure. An accelerated IFB was also determined to be unable to meet the required schedule. Accordingly, staff determined that an emergency procurement is necessary in accordance with the Airport's Procurement Policy.

Staff recommends awarding the contract to Pulice Construction, Inc., the contractor currently performing the Taxiway G Reconstruction project. Pulice is already mobilized on the airfield, has completed all required Airport badging and security requirements, and is familiar with the operational constraints of working in the active airfield environment. Utilizing the existing on-site contractor minimizes mobilization time, reduces operational impacts, and provides the best opportunity to complete the repairs before the planned Taxiway G closure. Staff negotiated the proposed contract price and determined it to be fair and reasonable based on the contractor's detailed cost proposal, an independent engineer's estimate, and a review of labor, equipment, and material pricing.

Fiscal Impact

This project is included in the FY27 Capital Budget utilizing non-grant funds under CIP 1346. We plan to use future PFC funds for reimbursement for this project.

Attachment(s)

Construction Contract

RESOLUTION NO. 26-33

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 Construction Contract with Pulice Construction, Inc. for the Taxiway K Pavement Failure Emergency Reconstruction Project, in an amount not to exceed $935,195.07 under CIP 1346;

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 Construction Contract with Pulice Construction, Inc. for the Taxiway K Pavement Failure Emergency Reconstruction Project, in an amount not to exceed $935,195.07 under CIP 1346. 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 August, 2026.

Scott Anderson, Vice Chair

ATTEST:

Misty Johnson, Clerk of the Board

APPROVED AS TO FORM:

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, formerly 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:

Pulice Construction, Inc.
Contractor Representative: Jeff Gergal
Telephone: 858.525.3901
Email: jgergal@pulice.com

D. DESIGN ENGINEER:

Kimley-Horn & Associates
Design Engineer Representative: Jarrett Moore
Telephone: 623.552.3185
Email: jarrett.moore@kimley-horn.com

E. PROJECT:

Taxiway K Pavement Failure
Authority Project No. 1346

F. WORK TO BE PERFORMED:

This project involves the removal of existing asphalt concrete and underlying aggregate base material to reveal the existing concrete located 7 to 15.5 inches below the surface, the placement of asphalt concrete leveling courses, a 4-inch asphalt surface course, and taxiway centerline and edge markings.

G. RECITALS:

The Owner intends to repair Taxiway K located west of Runway 12C/30C within the safety area and other items 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 construction services and materials, and the Contractor desires to provide construction 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:

H. AGREEMENTS:

ARTICLE 1 THE CONTRACT

The Contract consists of (1) this Construction Contract, (2) Agreement Documents, (3) the General Conditions to the Construction Contract, (4) the General Provisions to the Construction Contract, (5) Federal Contract Provisions, (6) Special Provisions, (7) Drawings, Technical Specifications and other documents or amendments referenced in Article 8 of the Construction Contract, and (8) 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.

ARTICLE 3 CONTRACT TIME

3.1 The Contract Time shall be fifteen (15) calendar days from the date specified in the Notice to Proceed for achievement of Substantial Completion, as defined in Section 9 of the General Conditions, for the Work.

3.2 The Final Completion shall be achieved within forty-five (45) calendar days after the date of Substantial Completion, as defined in Section 9 of the General Conditions; provided, however, that if the forty-fifth (45^{th}) calendar day falls on a Saturday, Sunday, or legal holiday, the deadline for Final Completion shall be extended to the next calendar day that is not a Saturday, Sunday, or legal holiday.

3.3 Owner may, in its sole discretion and upon written notice to Contractor, extend the time for Final Completion. Any such extension shall not constitute a waiver of any other Contract requirements or remedies.

ARTICLE 4 LIQUIDATED DAMAGES

4.1 Acknowledgment of Damages. The Parties acknowledge and agree that it would be difficult and impracticable to ascertain the actual damages Owner would incur if Contractor fails to timely achieve Substantial Completion or Final Completion of the Work in accordance with the *General Conditions*. The Parties further agree that the liquidated damages set forth herein represent a reasonable estimate of such damages and are not a penalty.

4.2 Substantial Completion Liquidated Damages. If Contractor fails to achieve Substantial Completion of the Work within the time required by the Contract Documents (the "Contract Time"), Contractor shall be subject to the following liquidated damages per calendar day for each calendar day of unexcused delay.

4.2.1 Substantial Completion of the Work, 15 Calendar Days: $430.00 per Day

4.2.3 Liquidated damages for delay in achieving Substantial Completion shall commence on the first calendar day following the required date for Substantial Completion and shall continue to accrue until Substantial Completion is achieved, as determined in accordance with the Contract Documents, including Section 9 of the General Conditions.

4.2.4 For purposes of this Section, an 'unexcused delay' is any delay for which Contractor is not entitled to an extension of Contract Time under the Contract Documents, including Section 4.2.5 and Section 8.2 of the *General Conditions*.

4.3 Final Completion Liquidated Damages. If Contractor fails to achieve Final Completion of the Work within thirty (30) calendar days after the date of Substantial Completion, as required by the Contract Documents, Contractor shall be subject to liquidated damages in the amount of $430.00 per calendar day for each calendar day of unexcused delay.

4.3.1 Liquidated damages for delay in achieving Final Completion shall commence on the first calendar day following the required date for Final Completion and shall continue to accrue until Final Completion is achieved, as determined in accordance with the Contract Documents.

4.3.2 For purposes of this Section, Final Completion includes completion of all Punch List items and submission of all required closeout documentation in a form acceptable to Owner, as set forth in the Contract Documents, including Section 9 of the *General Conditions.*

4.4 Owner Discretion in Assessment of Liquidated Damages. Notwithstanding the foregoing, Owner reserves the right, in its sole discretion, to reduce, waive, or elect not to assess any portion of liquidated damages otherwise applicable under this Section, based on the circumstances of the delay. Any such decision by Owner shall be made in writing and shall not constitute a waiver of Owner's right to assess liquidated damages for any other delay or to enforce any other provision of the Contract.

4.5 No Liquidated Damages for Final Acceptance. Final Acceptance is an administrative determination by Owner and shall not be a basis for assessment of liquidated damages.

4.6 Recovery of Liquidated Damages. The Owner may deduct liquidated damages from any amounts due or to become due to Contractor under the Contract. Any liquidated damages not so deducted shall be due and payable upon written demand by Owner. If not paid when due, such amounts may accrue interest at the highest rate permitted by applicable law.

ARTICLE 5 CONTRACT SUM

5.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract, the Contract Sum of Nine hundred thirty-five thousand, one hundred ninety-five dollars and seven cents ($935,195.07), subject to the additions and deductions as provided in the Contract.

5.2 Unit prices are set forth in the Contractor's Proposal attached hereto as Exhibit A. The unit prices include (l) all materials, equipment, labor, delivery, installation, overhead, profit, taxes, bond, 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 6 PROGRESS PAYMENTS

Progress payments will be made in accordance with Section 9 of the *General Conditions* of the Construction Contract.

ARTICLE 7 FINAL PAYMENT

Final payment will be made in accordance with Section 9 of the *General Conditions* of the Construction Contract.

ARTICLE 8 CONTRACT DOCUMENTS

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

- 8.1.1 The Construction Contract and all exhibits.
- 8.1.2 The Agreement Documents
- 8.1.3 The General Conditions to the Construction Contract
- 8.1.4 The Federal Contract Provisions
- 8.1.5 The General Provisions to the Construction Contract
- 8.1.6 The Special Provisions to the Construction Contract
- 8.1.7 Plans, Specifications, and Addenda attached
- 8.1.8 Appendix A, Construction Safety and Phasing Plan
- 8.1.9 Amendments or modifications to the Contract, if any, to which the parties may agree during Contract performance.

8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the *General Conditions*.

8.3 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 Engineer 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 8.

ARTICLE 9 MISCELLANEOUS

9.1 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.

9.2 It is the 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.

9.3 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 Paragraph 9.3 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.

9.4 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 the Owner of this Contract shall have the right to enforce any changes to this Contract.

9.5 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 Paragraph 8.3, assigns and delegates.

9.6 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.

9.7 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.

9.8 The approval and continuation of this Contract are 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 availability of funds.

Executed as of the Effective Date.

CONTRACTOR
Pulice Construction, Inc.

By: ______________________

Name: VICTOR M. JIMENEZ

Title: PRESIDENT

Date: 08/05/2026

OWNER
MESA GATEWAY AIRPORT AUTHORITY,
a joint powers airport authority authorized by the state of Arizona

By: ______________________

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

Title: Executive Director/CEO

Date: ______________________

Exhibit A
Contractor's Proposal

Taxiway Kilo - BASE BID						
LINENO.	SPECIFICATION NUMBER	BID ITEM DESCRIPTION	APPROX. QTY	UNIT	Unit Price	AMOUNT
1	GP-50-06.1	Contractor Surveying and Staking	1	LS	$ 56,015.08	$ 56,015.08
2	GP-100.2	FAA Paving QA/QC Workshop	1	LS	$ 20,340.08	$ 20,340.08
3	SP-50.02.1	Location of Underground Utilities	1	EA	$ 1,608.29	$ 1,608.29
4	SP-60.04.1	Airside Traffic Control	1	LS	$ 42,221.69	$ 42,221.69
5	C-102-5.1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	$ 42,221.69	$ 42,221.69
6	C-105	Mobilization (Maximum of 5%)	1	LS	$ 54,397.88	$ 54,397.88
7	P-101-5.2	Pavement Removal (Asphalt Concrete), Full Depth	3810	SY	$ 20.81	$ 79,297.91
8	P-152-4.1	Unclassified Excavation	410	CY	$ 11.35	$ 4,654.57
9	P-152-4.2	Over Excavation of Unsuitable Materials and Backfill with Select Material	25	CY	$ 34.06	$ 851.45
10	P-152-4.3	Compacted Subgrade, 8" Depth (AS NEEDED BELOW P-219)	300	SY	$ 0.71	$ 212.86
11	P-219-5.1	Recycled Concrete Aggregate Base Course, 12" Depth (AS NEEDED WHERE NO PCC BASE EXISTS)	100	CY	$ 56.76	$ 5,676.30
12	P-401-8.1	Asphalt Mixture Surface Course, 4" Depth	930	TON	$ 227.05	$ 211,158.36
13	P-403-8.1	Asphalt Mixture Base/Levelling Course, 3.5" -11" Depth Varies (Up To 3 Lifts Max, 4" Max Per Lift)	1720	TON	$ 166.00	$ 285,520.00
14	P-603-5.1	Emulsified Asphalt Tack Coat	9.2	TON	$ 2,365.13	$ 21,759.15
15	P-605-5.2	Edge Sealing Filler	0	LF	$ 5.68	$ -
16	P-620-5.1	Reflective Yellow Taxiway Pavement Markings, Waterborne	1670	SF	$ 1.89	$ 3,159.81
17	P-620-5.2	Non-Reflective Black Pavement Markings, Waterborne	2320	SF	$ 1.42	$ 3,292.25
18	P-620-5.4	Reflective White Runway Pavement Markings, Waterborne	1070	SF	$ 1.89	$ 2,024.55
19	P-620-5.5	Reflective Surface Painted Holding Position Signs, Waterborne	0	SF	$ 5.68	$ -
20		PCI Support	1	LS	$ 52,912.05	$ 52,912.05
			SUBTOTAL AMOUNT		SUBTOTAL	$ 887,323.95
		TAX	1	%	5.395%	$ 47,871.13
			SUBTOTAL AMOUNT		Total	$ 935,195.07

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

Board Action Item

Re: Resolution 26-34

To:	**Board of Directors**
From:	**Carmen Parks, P.E., Engineering & Facilities Director**
Through:	**Scott Brownlee, Deputy Director/COO**
	J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject:	**Economy Lot Expanded Covered Parking Construction – FCI Constructors, Inc. – CIP 1332**
Date:	**August 18, 2026**

Proposed Motion

To authorize an Authorization of Services with FCI Constructors, Inc. to provide Construction Services for the Economy Lot Covered Parking Construction Project, in an amount not to exceed $867,039, under CIP 1332.

Narrative

The purpose of this project is to enhance the North Economy Parking Lot by expanding covered parking to approximately 200 additional parking spaces, including eight (8) ADA-accessible spaces. Upon completion, the project will double the covered parking capacity within the lot.

In addition to the covered parking expansion, the project includes associated site improvements such as pavement modifications, fencing, electrical infrastructure and site lighting, pavement markings, signage upgrades, a potential secondary exit plaza, and other related equipment and utility improvements necessary to support the expanded parking facilities.

Pursuant to the Mesa Gateway Airport Authority Procurement Policy, staff utilized the City of El Mirage's competitively awarded Job Order Contract (JOC) through the Strategic Alliance for Volume Expenditures (SAVE) cooperative purchasing program. As a SAVE member, the Airport is authorized to utilize contracts competitively procured by participating Arizona public agencies. This contract is available upon request.

Fiscal Impact

This contract is included in the FY27 Capital Budget utilizing non-grant funding under CIP 1332.

Attachment(s)

Authorization of Services, Cost Proposal, Construction Contract

Mesa Gateway Airport

RESOLUTION NO. 26-34

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 an Authorization of Services with FCI Constructors, Inc. to provide Construction Services for the Economy Lot Covered Parking Construction Project, in an amount not to exceed $867,039, under CIP 1332;

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

The Board of Directors of the Authority hereby authorizes an Authorization of Services with FCI Constructors, Inc. to provide Construction Services for the Economy Lot Covered Parking Construction Project, in an amount not to exceed $867,039, under CIP 1332. 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 August, 2026.

____
Scott Anderson, Vice Chair

ATTEST:

____
Misty Johnson, Clerk of the Board

APPROVED AS TO FORM:

____
Jill Casson Owen, Attorney

Mesa Gateway Airport

AUTHORIZATION OF SERVICES
FCI Constructors, Inc.

The signing of this Authorization of Services (AOS) by Mesa Gateway Airport Authority ("MGAA") and FCI Constructors, Inc. ("Contractor") authorizes Contractor to carry out and complete the services described below in consideration of the mutual covenants set forth below.

1. **PROJECT**: Economy Lot Expanded Covered Parking – CIP 1332

2. **SCOPE OF WORK**: The Contractor shall furnish all labor, materials, equipment, supervision, and incidentals necessary to complete the Economy Lot Expanded Covered Parking Project at Mesa Gateway Airport in accordance with the Contract Documents.

   The Project consists of expanding the existing covered parking area within the Airport's Economy Parking Lot by constructing approximately 200 additional covered parking spaces, doubling the current covered parking capacity. The Work includes, but is not limited to, construction of new shade canopies, fencing, electrical and lighting improvements, pavement markings, signage, pavement seal coating, and all other work necessary for the complete and functional construction of the Project as shown in the Plans and Specifications.

3. **FEE FOR SERVICES**: The fee for services shall be based upon the attached scope of work, not to exceed $867,039.00 (Eight hundred sixty-seven thousand, thirty-nine dollars and zero cents), without the express written approval of MGAA.

4. **AVAILABILITY OF PROJECT FUNDING:** The approval and continuation of this AOS is subject to the availability of funds provided to, made available to, or appropriated by MGAA for this purpose. In the event that funds are not available or appropriated for MGAA's payment requirements under this AOS for the goods and/or services to be provided hereunder, MGAA may terminate this AOS by providing notice to the Contractor of the lack of availability of funds. The Contractor acknowledges and agrees that one source of funding for this AOS may be funds made available from the Federal Aviation Administration and/or the Arizona Department of Transportation, and that this AOS, its approval, and continuation may be contingent on the availability of those funds being made available to MGAA.

5. **INCORPORATED:** The following documents, including their terms, conditions, exhibits, attachments, and amendments, are hereby incorporated into this AOS and made part thereof:
   - ☑ MGAA Agreement-to-Use Number: 20270019, effective July 27, 2026.

6. **ATTACHED:** The following documents are attached to this AOS and are incorporated herein by this reference and made part thereof:
   - ☑ Exhibit 1, Contractor's Cost Proposal, Clarifications, Qualifications & Assumptions, and Schedule dated July 31, 2026
   - ☑ Exhibit 2, Construction Contract
   - ☑ Exhibit 3, General Conditions to the Construction Contract
   - ☑ Exhibit 4, Federal Contract Provisions
   - ☑ Exhibit 5, MGAA Required Forms
   - ☑ Exhibit 6, Construction Plans

7. **EFFECTIVE:** This AOS is effective as of the date signed by MGAA.

MGAA and Contractor acknowledge that they are in agreement with the terms and conditions as set forth in this AOS.

Executed as of the dates set forth below.

CONTRACTOR
FCI Constructors, Inc.

By: ______________________

Name: Dan Menghini

Title: Vice President

Date: August 4, 2026

MGAA
MESA GATEWAY AIRPORT AUTHORITY,
a joint powers airport authority authorized by
the state of Arizona

By: ______________________

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

Title: Executive Director/CEO

Date: ______________________

Exhibit 1

Mesa Gateway Economy Lot Covered Parking Expansion

7255 E Ray Rd Mesa, Arizona 85212
Estimate Version: Bid Set - REV02
Project Duration: 2.9 Months
Estimator: Chris Reina

July 31, 2026

DESCRIPTION		UNIT	TOTAL
05 00 00 Metals			$410,400
26 00 00 Electrical			$142,483
31 00 00 Earthwork			$1,700
32 00 00 Exterior Improvements			$138,523
Base Estimate Direct Cost			**$693,106**
General Conditions			$85,076
Builder's Risk Insurance	0.04 %		$347
General Liability Insurance	1.00 %		$8,670
Payment & Performance Bond	0.66 %		$5,722
FCI Overhead & Fee	3.75 %		$29,735
Sales Tax	5.40 %		$44,382
Base Estimate Indirect Cost			**$173,933**

Base Estimate Total Cost **$867,039**

DESCRIPTION		SUBCONTRACTOR	QUANTITY	UNIT	TOTAL
01 00 00 General Conditions					
013113.0112	Project Manager		1.26 wk	$4,680.00	$5,877
013113.0125	Project Superintendent		12.56 wk	$4,280.00	$53,744
013113.0135	Project Engineer		1.26 wk	$3,440.00	$4,320
013113.0195	Safety		2.90 mo	$300.00	$870
013113.0205	Final Cleaning - Site		125,075.00 sf	$0.01	$1,000
013213.0105	Cell phone; per each		3.48 mo	$100.00	$348
013213.0115	Technology & Procore fees; per user		3.48 mo	$600.00	$2,088
015213.0150	Temporary Toilets; per each		5.80 mo	$150.00	$870
015213.0160	Drinking water		2.90 mo	$100.00	$290
015433.0141	Equipment rental; pickup truck		2.90 mo	$1,700.00	$4,930
015433.0146	Fuel & oil; pickup truck		2.90 mo	$600.00	$1,740
015623.0130	Fence; temporary; chainlink - 10' wide; per month		192.30 ea	$46.80	$9,000
TOTAL: 01 00 00 General Conditions					**$85,076**
05 00 00 Metals					
050000.0100	05A - Steel Canopy - Subcontract	Skyline Steel	1.00 sub	$410,400.00	$410,400
TOTAL: 05 00 00 Metals					**$410,400**
26 00 00 Electrical					
260100.0100	26A - Electrical - Subcontract	DP Electric	1.00 sub	$142,483.00	$142,483
265113.0135	Light fixture; surface mounted		35.00 ea		Included
265213.0200	Junction Box; 10"x10"x6"; NEMA 3R		18.00 ea		Included
265213.0200	Traffic Rated Pull Box; 3-1/2		6.00 ea		Included
TOTAL: 26 00 00 Electrical					**$142,483**
31 00 00 Earthwork					
311200.0121	Traffic Control		1.00 ls	$1,700.00	$1,700
TOTAL: 31 00 00 Earthwork					**$1,700**
32 00 00 Exterior Improvements					
321200.0010	32B - Asphalt Paving - Subcontract	S&S Paving	1.00 sub	$101,279.00	$101,279
321200.0010	32C - Pavement Markings/Signs - Subcontract	S&S Paving	1.00 sub		Included
321216.0146	Asphalt Mobilization		1.00 ls		Included
321216.0152	Asphalt patching - Electrical Trench		150.83 sy		Included
321216.0155	Site Signage - "CAUTION"		1.00 ea		Included
321216.0155	Site Signage - "DO NOT ENTER"		2.00 ea		Included
321216.0155	Site Signage - "EXIT ONLY"		2.00 ea		Included
321216.0155	Site Signage - "FIRE LANE NO PARKING"		4.00 ea		Included
321216.0155	Site Signage - "NO PARKING ANY TIME"		10.00 ea		Included
321216.0155	Site Signage - Exit w/ Arrow		8.00 ea		Included
321216.0155	Site Signage - Parking Lot Section		43.00 ea		Included
321216.0155	Site Signage - Salvage		11.00 ea		Included
321216.0155	Site Signage - Speed Limt		14.00 ea		Included
321216.0157	Crack Seal & Sealcoat		20,375.85 sy		Included
321723.0100	Pavement markings - 4" White		9,120.21 lf		Included
321723.0100	Pavement markings - 4" Yellow		3,239.32 lf		Included
321723.0100	Pavement markings - ADA Symbols		16.00 ea		Included
321723.0100	Pavement markings - Exit Arrows w/ "EXIT" Lettering		8.00 ea		Included
321723.0105	Wheelstops - Salvage		68.00 ea		Included
323000.0100	32C - Fencing & Gates - Subcontract	Adams Fence	1.00 sub	$37,244.15	$37,244
323113.0050	Chain link fence; removal; complete with posts 10' o.c.; 4' high	S&S Paving	261.55 lf		Included
323113.0100	Chain link fence; complete with posts 10' o.c.; 4' high		529.20 lf		Included
323113.0255	Chain link fence; swing gate, galvanized; 4' high; double; 24' wide		2.00 ea		Included
TOTAL: 32 00 00 Exterior Improvements					**$138,523**

Exhibit 2
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, formerly 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:

FCI Constructors, Inc.
4835 East Cactus Road, Suite 410
Scottsdale, AZ 85254
623-772.7400

D. DESIGN ENGINEER:

Kimley-Horn & Associates
2046 Riverview Auto Dr Ste 400
Mesa, AZ 85201
480.207.2666

E. PROJECT:

Economy Lot Expanded Covered Parking
Authority Project No. 1332

F. WORK TO BE PERFORMED:

The intent of the Economy Lot Expanded Covered Parking project is to add additional covered parking canopies in the Airport's Economy Parking Lot. The North Economy Lot Covered Parking Expansion project at Mesa Gateway Airport (MGAA) will expand the existing covered parking area, adding approximately 200 additional covered parking spaces, doubling its current capacity. Improvements include new shade canopies, fencing, electrical and lighting upgrades, refreshed pavement markings, updated signage, and a pavement seal coat application.

G. RECITALS:

The Owner intends to expand the existing covered parking area within the Airport's Economy Parking Lot at Mesa Gateway Airport in Mesa, Arizona, together with related improvements necessary for the completion and intended use of the Project. The Owner desires to contract for construction services and materials, and the Contractor desires to furnish such construction services and materials in accordance with the terms of this Contract.

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:

H. AGREEMENTS:

ARTICLE 1 THE CONTRACT

The Contract consists of (1) this Construction Contract, (2) the General Conditions to the Construction Contract, (3) Federal Contract Provisions, (4) Plans, Drawings, Technical Specifications and other documents or amendments referenced in Article 8 of the Construction Contract, and (5) 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.

ARTICLE 3 CONTRACT TIME

3.1 The Contract Time shall be one-hundred twenty-six (126) calendar days from the date specified in the Notice to Proceed for achievement of Substantial Completion, as defined in Section 9 of the General Conditions.

3.2 The Final Completion shall be achieved within thirty (30) calendar days after the date of Substantial Completion, as defined in Section 9 of the General Conditions; provided, however, that if the thirtieth (30th) calendar day falls on a Saturday, Sunday, or legal holiday, the deadline for Final Completion shall be extended to the next calendar day that is not a Saturday, Sunday, or legal holiday.

3.3 Owner may, in its sole discretion and upon written notice to Contractor, extend the time for Final Completion. Any such extension shall not constitute a waiver of any other Contract requirements or remedies.

ARTICLE 4 LIQUIDATED DAMAGES

4.1 Acknowledgment of Damages. The Parties acknowledge and agree that it would be difficult and impracticable to ascertain the actual damages Owner would incur if Contractor fails to timely achieve Substantial Completion or Final Completion of the Work in accordance with the General Conditions. The Parties further agree that the liquidated damages set forth herein represent a reasonable estimate of such damages and are not a penalty.

4.2 Substantial Completion Liquidated Damages. If Contractor fails to achieve Substantial Completion of the Work within the time required by the Contract Documents (the "Contract Time"), Contractor shall be subject to the following liquidated damages per calendar day for each calendar day of unexcused delay.

4.2.1 Substantial Completion, 126 Calendar Days – $570 per Day

4.2.2 Liquidated damages for delay in achieving Substantial Completion shall commence on the first calendar day following the required date for Substantial Completion and shall continue to accrue until Substantial Completion is achieved, as determined in accordance with the Contract Documents, including Section 9 of the General Conditions.

4.2.3 For purposes of this Section, an 'unexcused delay' is any delay for which Contractor is not entitled to an extension of Contract Time under the Contract Documents, including Section 4.2.5 and Section 8.2 of the General Conditions.

4.3 Final Completion Liquidated Damages. If Contractor fails to achieve Final Completion of the Work within thirty (30) calendar days after the date of Substantial Completion, as required by the Contract Documents, Contractor shall be subject to liquidated damages in the amount of TBD per calendar day for each calendar day of unexcused delay.

4.3.1 Liquidated damages for delay in achieving Final Completion shall commence on the first calendar day following the required date for Final Completion and shall continue to accrue until Final Completion is achieved, as determined in accordance with the Contract Documents.

4.3.2 For purposes of this Section, Final Completion includes completion of all Punch List items and submission of all required closeout documentation in a form acceptable to Owner, as set forth in the Contract Documents, including Section 9 of the General Conditions.

4.4 Owner Discretion in Assessment of Liquidated Damages. Notwithstanding the foregoing, Owner reserves the right, in its sole discretion, to reduce, waive, or elect not to assess any portion of liquidated damages otherwise applicable under this Section, based on the circumstances of the delay. Any such decision by Owner shall be made in writing and shall not constitute a waiver of Owner's right to assess liquidated damages for any other delay or to enforce any other provision of the Contract.

4.5 No Liquidated Damages for Final Acceptance. Final Acceptance is an administrative determination by Owner and shall not be a basis for assessment of liquidated damages.

4.6 Recovery of Liquidated Damages. The Owner may deduct liquidated damages from any amounts due or to become due to Contractor under the Contract. Any liquidated damages not so deducted shall be due and payable upon written demand by Owner. If not paid when due, such amounts may accrue interest at the highest rate permitted by applicable law.

ARTICLE 5 CONTRACT SUM

5.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract, the Contract Sum of Eight hundred sixty-seven thousand, thirty-nine dollars and zero cents ($867,039.00), subject to the additions and deductions as provided in the Contract.

5.2 Prices are set forth in Contractor's Cost Proposal, attached as Exhibit 1 to the Owner's Authorization of Services. The prices include (I) all materials, equipment, labor, delivery, installation, overhead, profit, taxes, bond, insurance, and commissions, and any other costs or expenses in connection with or incidental to the performance of that portion of the work to which such prices apply.

ARTICLE 6 PROGRESS PAYMENTS

Progress payments will be made in accordance with Section 9 of the General Conditions of the Construction Contract.

ARTICLE 7 FINAL PAYMENT

Final payment will be made in accordance with Section 9 of the General Conditions of the Construction Contract.

ARTICLE 8 CONTRACT DOCUMENTS

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

- 8.1.1 The Construction Contract.
- 8.1.2 The General Conditions to the Construction Contract.
- 8.1.3 The Federal Contract Provisions.
- 8.1.4 Plans, Specifications, and Addenda attached.
- 8.1.5 Amendments or modifications to the Contract, if any, to which the parties may agree during Contract performance.
- 8.1.6 Contractor's Cost Proposal, Clarifications, Qualifications,& Assumptions, and Schedule dated July 31, 2026.

8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

8.3 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 Engineer 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 8.

ARTICLE 9 MISCELLANEOUS

9.1 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.

9.2 It is the 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.

9.3 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 Paragraph 9.3 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.

9.4 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 the Owner of this Contract shall have the right to enforce any changes to this Contract.

9.5 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 Paragraph 8.3, assigns and delegates.

9.6 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.

9.7 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.

9.8 The approval and continuation of this Contract are 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 availability of funds.

Executed as of the Effective Date.

CONTRACTOR
FCI Constructors, Inc.

By: ______________________

Name: Dan Menghini

Title: Vice President

Date: August 4, 2026

OWNER
MESA GATEWAY AIRPORT AUTHORITY,
a joint powers airport authority authorized by the state of Arizona

By: ______________________

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

Title: Executive Director/CEO

Date: ______________________

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

Board Action Item

Re: Resolution 26-35

To:	**Board of Directors**
From:	**Lori Collins, C.M., Director of Business & Economic Development**
Through:	**J. Brian O'Neill, A.A.E., Executive Director/CEO**
Subject:	**Facility Lease Agreement for the Transportation Security Administration.**
Date:	**August 18, 2026**

Proposed Motion

To authorize a Facility Lease Agreement between Mesa Gateway Airport Authority and the United States of America Government Services Administration for the Transportation Security Administration's (TSA) use of a portion of the facilities located at 6033 S. Sossaman Road and 5803 S. Sossaman Road. The lease term is seven years with a five-year guaranteed term, commencing October 1, 2026.

Narrative

The Transportation Security Administration (TSA) is an agency of the U.S. Department of Homeland Security that has authority over the security of the traveling public in the United States. The TSA currently leases office and training space within the terminal complex and in the Gateway Aviation Center to accommodate its workforce stationed at the Airport. The current agreement terminates on September 30, 2026.

Agreement Term and Rate

The agreement is a seven-year lease with a five-year guaranteed term and will commence on October 1, 2026.

The lease rate in the initial year is $6,810.69 per month or $81,728.31 per year for approximately 2,760 square feet.

Attachment(s)

Lease Agreement

RESOLUTION NO. 26-35

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 Facility Lease Agreement between Mesa Gateway Airport Authority and the United States of America Government Services Administration for the Transportation Security Administration's (TSA) use of a portion of the facilities located at 6033 S. Sossaman Road and 5803 S. Sossaman Road. The lease term is seven years with a five-year guaranteed term, commencing October 1, 2026;

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 Facility Lease Agreement between Mesa Gateway Airport Authority and the United States of America Government Services Administration for the Transportation Security Administration's (TSA) use of a portion of the facilities located at 6033 S. Sossaman Road and 5803 S. Sossaman Road. The lease term is seven years with a five-year guaranteed term, commencing October 1, 2026. 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 August, 2026.

Scott Anderson, Vice Chair

ATTEST:

Misty Johnson, Clerk of the Board

APPROVED AS TO FORM:

Jill Casson Owen, Attorney

A. This Lease is made and entered into between

MESA GATEWAY AIRPORT AUTHORITY

(Lessor), whose principal place of business is 5835 S. SOSSAMAN RD, MESA, AZ 85212-6014, United States, 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 General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth**:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

6033-2, 6035-5, and 5803 S. Sossaman Road
Mesa, AZ, 85212-6020

and more fully described in Section 1 and Exhibit **A,** together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **October 1, 2026**, and continuing for a period of

7 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

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: ______________________	Name: ______________________
Title: ______________________	Title: Lease Contracting Officer
Entity: ______________________	General Services Administration, Public Buildings Service
Date: ______________________	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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2024)

The Premises are described as follows:

A. Office and Related Space.

Block "A": 1,131 rentable square feet (RSF), yielding **1,131** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located in Check Point Phase II consisting of 107 RSF (Suite 140) and Terminal Phase III consisting of 1,024 RSF (Suite 401) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

Block "B": 1,629 rentable square feet (RSF), yielding **1,217** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **1st** floor(s) and known as Suite(s) **101**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor.

Block "A": The Common Area Factor (CAF) is established as **100** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

Block "B": The Common Area Factor (CAF) is established as **34** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

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. Lessor agrees to provide the Government the non-exclusive right for access to and use of surface/outside parking spaces at locations designated by Lessor. Parking is available on a first-come, first-serve basis unless otherwise designated by the Lessor or its agents. Lessor is not responsible for any loss of property, damages to vehicles, or personal injury arising out of acts of Government or third parties. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2023)

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

Block A				
	Years 1 – 5 (10/01/2026-9/30/2031)		**Years 6 – 7 (10/01/2031-9/30/2033)**	
	Annual Rent	**Annual Rate / RSF (as rounded to the nearest penny)**	**Annual Rent**	**Annual Rate / RSF (as rounded to the nearest penny)**
Shell Rental Rate	$46,981.74	$41.54	$52,059.93	$46.03
Operating Costs	$0.00	$0.00	$0.00	$0.00
Full Service Rate	**$46,981.74**	**$41.54**	**$52,059.93**	**$46.03**

Block B				
	Years 1 – 5 (10/01/2026-9/30/2031)		**Years 6 – 7 (10/01/2031-9/30/2033)**	
	Annual Rent	**Annual Rate / RSF (as rounded to the nearest penny)**	**Annual Rent**	**Annual Rate / RSF (as rounded to the nearest penny)**
Shell Rental Rate	$34,746.57	$21.33	$38,509.56	$23.64
Operating Costs	$0.00	$0.00	$0.00	$0.00
Full Service Rate	**$34,746.57**	**$21.33**	**$38,509.56**	**$23.64**

B. Intentionally Deleted

C. Intentionally Deleted

D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **2,348** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA 3517, General Clauses.

E. Intentionally Deleted

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. 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. This registration service is free of charge.

H. The 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,
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, 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.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **60** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. 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.

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

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2023)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	2	A
GSA 3517B, General Clauses	33	B

1.07 ~~OPERATING COST BASE (OCT 2016)~~ INTENTIONALLY DELETED

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier

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, the common and other areas of the building, 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. “Building” means building(s) situated on the property in which the premises are located.

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 and buildings 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 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.

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

2.05 RELOCATION RIGHTS (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the Stillwater Regional Airport.

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, HTTPS://WWW.SAM.GOV/SAM/ prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.11 ENTITY NAME (OCT 2023)

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

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2025)

A. Energy-related Requirements.

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

II. Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

(i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

(ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

(iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.06 ACCESSIBILITY (OCT 2024)

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) and 36 CFR 1190 to the extent applicable. To the extent the standards referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

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

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

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

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

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

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

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

3.11 ~~GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022)~~ INTENTIONALLY DELETED

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration within TSA spaces outlined in Exhibit A (Suites 101, 140, and 401):

☒ HEAT	☒ TRASH REMOVAL	☐ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☒ OTHER (Suites 401 and 140 only) (Specify below)
☒ ELECTRICITY	☐ CHILLED DRINKING WATER	☒ PEST CONTROL		
☐ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency <u>Monthly</u>	☒ PAINTING FREQUENCY	SHAMPOO CARPET <u>Annually</u>
☒ WATER (Hot & Cold)	☐ RESTROOM SUPPLIES	☒ CARPET CLEANING	Space <u>Every 5 years</u>	STRIP/WAX/BUFF HARD FLOORS <u>Annually</u>
☐ SNOW REMOVAL	☐ JANITORIAL SERV. & SUPP.	Frequency <u>Weekly or as required</u>	Public Areas ________	JANITORIAL SERV. AND SUPP.

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

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

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 after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal Holidays. Services, maintenance, and utilities shall be provided from 4:00 AM to 10:00 PM.

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

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

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (OCT 2023)

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

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

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

4.07 INDOOR AIR QUALITY (MAY 2025)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8A), OSHA regulatory limits (29 CFR 1910), and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed by a board-certified industrial hygienist, to ascertain the source and severity of the complaint. The hygienist shall inspect and evaluate the Space and air zones serving the Space; inspection shall take place as soon as possible but no later than 15 calendar days following the identification of a potential IAQ issue. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental professional with documented experience performing IAQ assessments. The Lessor shall provide written results of any testing along with recommendations to GSA.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;

2. Providing access to Space for assessment and testing, if required; and

3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.

G. Air handling units shall utilize filtration with a MERV rating that meets or exceeds applicable industry standards, such as those recommended by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), while remaining fully compatible with the HVAC system and without diminishing airflow.

4.08 HAZARDOUS MATERIALS, MOLD AND WATER INTRUSION (ON-AIRPORT) (OCT 2024)

The leased Space shall be free of hazardous materials, substances, and wastes, as defined by and according to applicable Federal, state, and local environmental regulations. The Space must be maintained to prevent water intrusion and accumulation, ensuring that no conditions exist that could promote mold growth. These include, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. Actionable Condition. An actionable condition is defined as either:

1. Visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower, or

2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.

C. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable conditions, as defined by subparagraph B.

1. The Lessor shall safely remediate all actionable conditions in accordance with sub-paragraph C.2 below.

2. The Lessor shall safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation), and all applicable state laws pertaining to mold remediation practices. The Lessor shall provide GSA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable conditions, the Government may implement a corrective action program and deduct its costs from the rent.

4.09 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's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

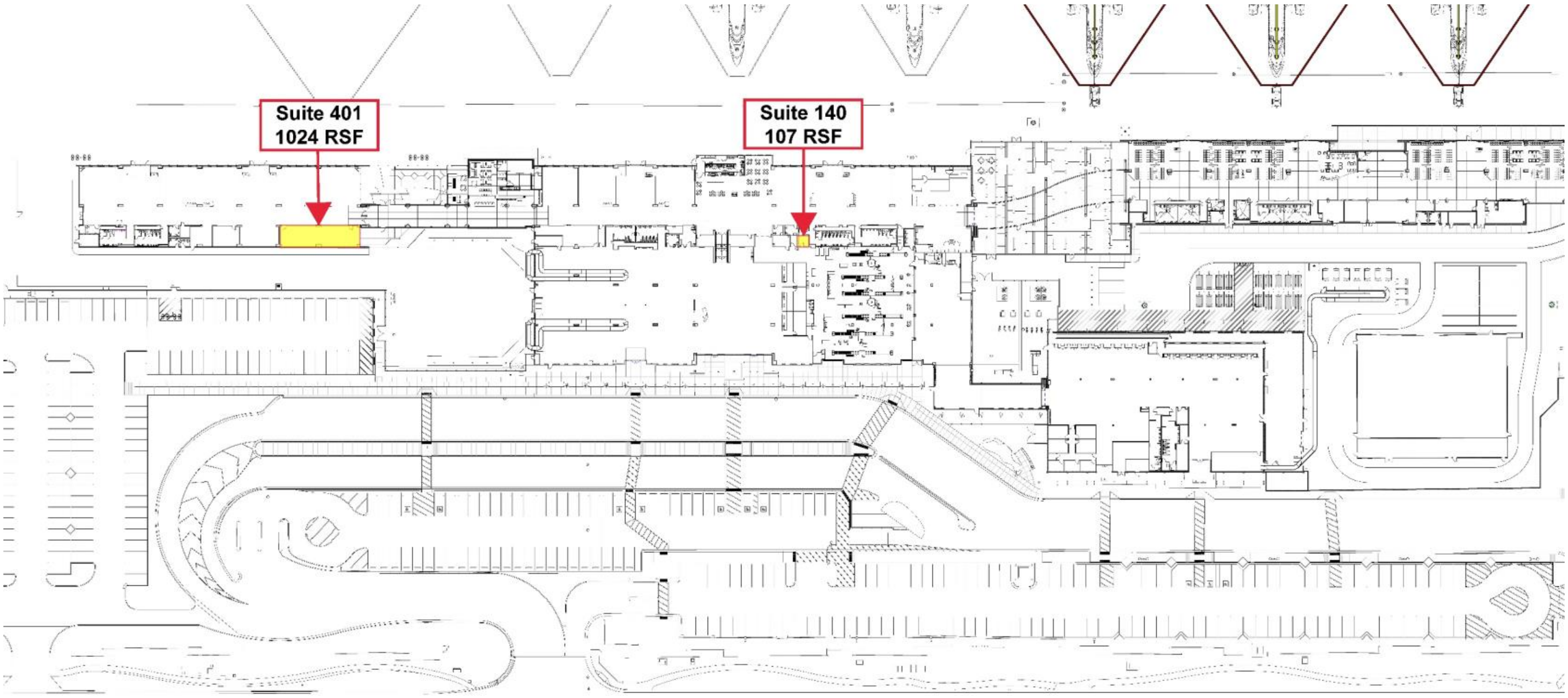
5.01 JANITORIAL SERVICES

Notwithstanding anything to the contrary in Section 4.01, the Government will contract with a third party for janitorial services and supplies for Block "B" (Suite 101), and Lessor is not responsible for providing janitorial services and supplies for Block "B" (Suite 101).

Exhibit A

Block A

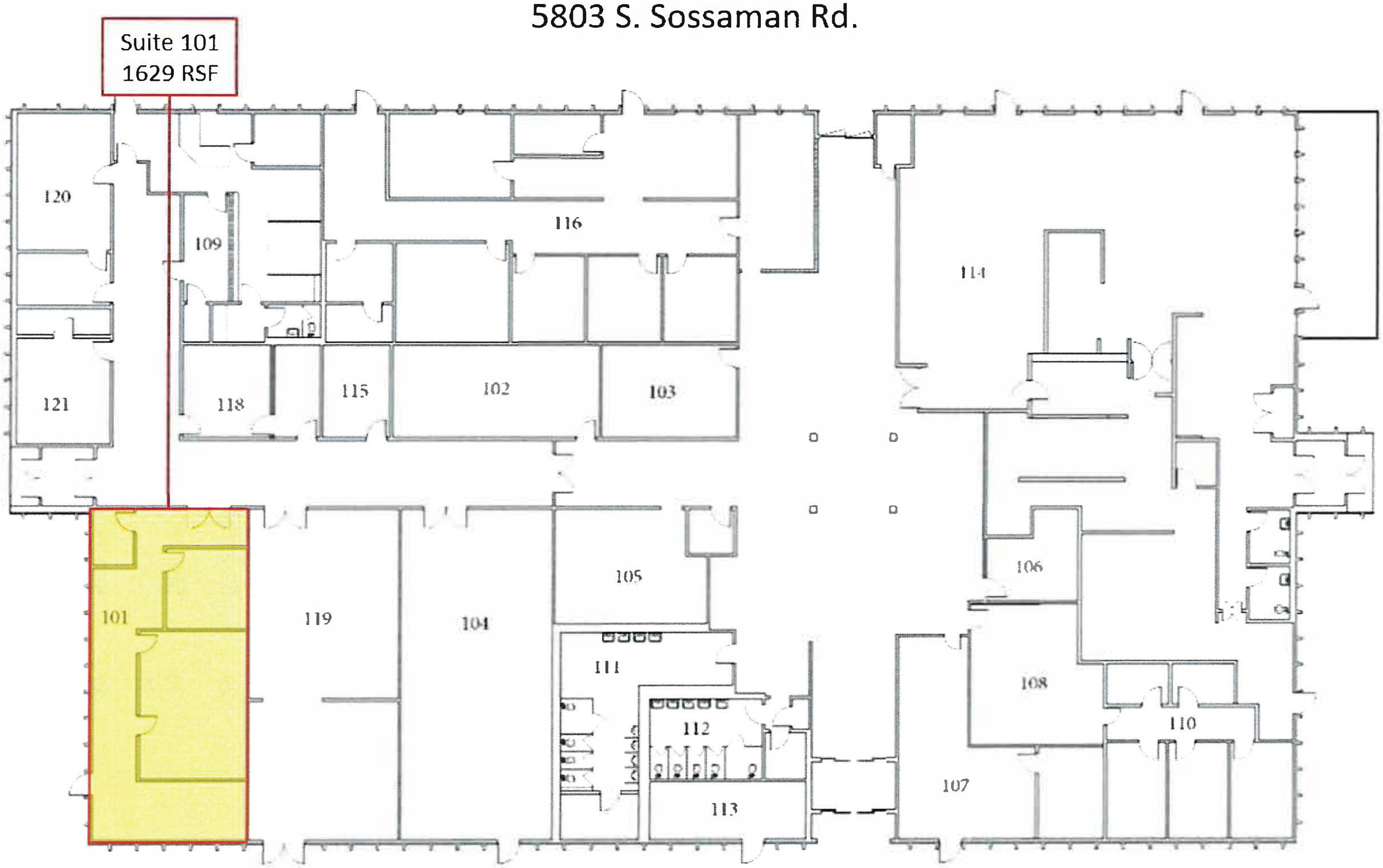
6033-2 and 6033-5 S. Sossaman Rd.



LESSOR: _______ GOVERNMENT: _______

Block B

5803 S. Sossaman Rd.



LESSOR: ________ **GOVERNMENT:** ________

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

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 (DEVIATION)
	9	GSAR 552.270-28	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 (DEVIATION)
	13	GSAR 552.270-19	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 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

	27	FAR 52.226-7	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 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SMALL BUSINESS	40	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
	43	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	47	FAR 52.240-92	SECURITY REQUIREMENTS
	48	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	49	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS

	50	FAR 52.240-93	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
	51	FAR 52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS
OTHER	52	FAR 52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS
	53	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
	54	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.

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 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 building, 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 building;

(3) That the Contracting Officer does not warrant or represent that the premises or building 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 Building 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)

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 untenantable;

(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 reprocurement 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) 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 building 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;

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

(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 building. 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 space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(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.

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

The Lessor shall maintain the property, including the building, 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.

(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.

(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 building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.

(b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenantable, 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 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 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.

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.

(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.

(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.

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.

(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.

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 delivered will be confirmed by either:

(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 stated in the lease.

(c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

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:

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

(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 RSF-10,000 ABOA SF)/10,000 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: ABOA SF of Space x (1 + CAF) = RSF.

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

This clause is incorporated by reference.

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 52.226-7 DRUG-FREE WORKPLACE (MAY 2024)

(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.

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

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

(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 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 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)

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

This clause is incorporated by reference.

37. 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.

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

(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.

39. 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.

40. FAR 52.209 6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025)

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

This clause is incorporated by reference.

41. 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.

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

This clause is incorporated by reference.

43. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)

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

This clause is incorporated by reference.

44. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) ALTERNATE III (JAN 2025)

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

This clause is incorporated by reference.

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

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

This clause is incorporated by reference.

46. 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.

47. FAR 52.240-92 SECURITY REQUIREMENTS (NOV 2025 – GSA Class Deviation RFO-2025-40)

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

This clause is incorporated by reference.

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

This clause is incorporated by reference.

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

This clause is incorporated by reference.

50. FAR 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2025 – GSA Class Deviation RFO-2025-40)

(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—

(1) 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

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information 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*.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at 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 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 departments and agencies 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, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

51. FAR 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025 – GSA Class Deviation RFO-2025-40)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

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.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding 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 that apply 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 that apply 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 that apply 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.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

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;

(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.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

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.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the

John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, 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 order as follows:

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

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

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA 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 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. 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 this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

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

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

(iii) 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.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

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

(2) If the Contractor identifies a new FASCSA 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 FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) 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 to the Government or used during contract performance and is subject to a FASCSA order(s). 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. The Contractor shall report the following information within

72 hours 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:

(i) Contract number and order number, if applicable;

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

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph

(j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

52. FAR 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

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

This clause is incorporated by reference.

54. 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

Board Action Item

Re: Resolution 26-36

To:	**Board of Directors**
From:	**Carmen Parks, P.E., Engineering & Facilities Director**
Through:	**J. Brian O'Neill, A.A.E., Executive Director/CEO**
Subject:	**FY27 Capital Budget Amendment – Badging Office Remodel Project – CIP 1347**
Date:	**August 18, 2026**

Proposed Motion

To authorize an Amendment of the FY27 Capital Budget to provide $405,000 in funding for the Badging Office Remodel under CIP 1347, utilizing non-grant funds.

Narrative

As passenger activity and airport development continue to increase, the demand for badging services has grown significantly. The existing Badging Office was originally designed to accommodate one staff member and no longer provides adequate workspace or customer processing capacity.

The proposed project will remodel and expand the Badging Office to provide additional staff workstations and improve training and applicant processing areas, allowing staff to more efficiently serve the growing number of persons seeking credentials, access, permits, and training. The remodel involves re-orienting and expanding the badging office footprint, down-sizing and modernizing the San Tan Conference Room, and removing the IT Communications closet including re-cabling a portion of the FBO building.

The Badging Office ensures regulatory compliance with the Airport Security Program, 49 CFR 1542 Airport Security, and TSA Security Directives related to credentials and access at the Airport. Additionally, the office administers the FAA required Fuel Handling and Permitting Program, computer-based training for security, fueling, driving, towing and other associated topics as well as the distribution of parking passes. The Badging Office is the primary public facing facility for individuals seeking credentials, permits, training, or associated services from MGAA.

Fiscal Impact

Requesting that these funds, for the Badging Office Remodel Project, be added and included in the FY27 Capital Budget under CIP 1347, utilizing non-grant funds.

RESOLUTION NO. 26-36

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 an Amendment of the FY27 Capital Budget to provide $405,000 in funding for the Badging Office Remodel under CIP 1347, utilizing non-grant funds;

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

> **The Board of Directors of the Authority hereby authorizes an Amendment of the FY27 Capital Budget to provide $405,000 in funding for the Badging Office Remodel under CIP 1347, utilizing non-grant funds. 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 August, 2026.

Scott Anderson, Vice Chair

ATTEST:

Misty Johnson, Clerk of the Board

APPROVED AS TO FORM:

Jill Casson Owen, Attorney

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

Board Action Item

Re: Resolution 26-37

To:	**Board of Directors**
From:	**Carmen Parks, P.E., Engineering & Facilities Director**
Through:	**J. Brian O'Neill, A.A.E., Executive Director/CEO**
Subject:	**Badging Office Remodel Project – DWL Architects + Planners, Inc. - Design Services CIP 1347**
Date:	**August 18, 2026**

Proposed Motion

To authorize a Professional Services Agreement with DWL Architects + Planners, Inc., to provide Design Services for the Badging Office Remodel Project in an amount not to exceed $83,647, in non-grant funding, under CIP 1347.

Narrative

As passenger activity and airport development continue to increase, the demand for badging services has grown significantly. The existing Badging Office was originally designed to accommodate one staff member and no longer provides adequate workspace or customer processing capacity.

The proposed project will remodel and expand the Badging Office to provide additional staff workstations and improve training and applicant processing areas, allowing staff to more efficiently serve the growing number of persons seeking credentials, access, permits, and training. The remodel involves re-orienting and expanding the badging office footprint, down-sizing and modernizing the San Tan Conference Room, and removing the IT Communications closet including re-cabling a portion of the FBO building.

The Badging Office ensures regulatory compliance with the Airport Security Program, 49 CFR 1542 Airport Security, and TSA Security Directives related to credentials and access at the Airport. Additionally, the office administers the FAA required Fuel Handling and Permitting Program, computer-based training for security, fueling, driving, towing and other associated topics as well as the distribution of parking passes. The Badging Office is the primary public facing facility for individuals seeking credentials, permits, training, or associated services from MGAA.

DWL Architects + Planners, Inc. (DWL) will provide the architectural and engineering design services necessary to prepare construction documents for the remodel. DWL was selected in accordance with the MGAA Procurement Policy and applicable provisions of Arizona Title 34 governing the procurement of architectural and engineering services.

Fiscal Impact

Pending Board approval to add CIP 1347 to the FY27 Capital Budget, this project will utilize non-grant funding.

Attachment(s):

Professional Services Agreement

Mesa Gateway Airport

RESOLUTION NO. 26-37

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 Professional Services Agreement with DWL Architects + Planners, Inc., to provide Design Services for the Badging Office Remodel Project in an amount not to exceed $83,647, in non-grant funding, under CIP 1347;

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 Professional Services Agreement with DWL Architects + Planners, Inc., to provide Design Services for the Badging Office Remodel Project in an amount not to exceed $83,647, in non-grant funding, under CIP 1347. 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 August, 2026.

Scott Anderson, Vice Chair

ATTEST:

Misty Johnson, Clerk of the Board

APPROVED AS TO FORM:

Jill Casson Owen, Attorney

SERVICES AGREEMENT

MESA GATEWAY AIRPORT AUTHORITY

AND

DWL ARCHITECTS + PLANNERS, INC.

FOR

DESIGN SERVICES – BADGING OFFICE EXPANSION

Table of Contents

Mesa Gateway Airport Authority, formerly known as Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona ("MGAA"), desires performance of the services more fully described in this Services Agreement ("Agreement") and the attached exhibits. DWL Architects + Planners, Inc., an Arizona Corporation ("Consultant"), with its principal offices located at 2333 North Central Avenue, Phoenix, Arizona, 85004, desires to perform these services.

Recitals

A. MGAA requires the services as described in this Agreement, including any and all exhibits and amendments, and Consultant is willing to provide these and other services under this Agreement; and

B. MGAA desires to contract with Consultant to provide services as noted herein.

Now therefore, in consideration of the recitals and the mutual covenants set forth below, MGAA and Consultant agree as follows.

SECTION I – CONSULTANT SERVICES

The services to be performed by the Consultant are specified in this Agreement. MGAA will not pay Consultant for any services that have not been authorized under the Agreement. There is no guarantee of a minimum purchase of services.

The anticipated services to be provided by Consultant under this Agreement shall generally include, but not be limited to, the following: Design Services for MGAA's Badging Office Expansion Project, as more specifically described in the detailed scope of services attached as **EXHIBIT A**, "Scope of Services & Fee Schedule."

MGAA's authorized representative shall be the MGAA Engineering and Facilities Director, or his/her duly authorized representative, and that he/she shall be the sole contact for administering this Agreement.

All services provided by Consultant under this Agreement must be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Arizona. Consultant makes no other warranty, expressed or implied.

SECTION II – MGAA RESPONSIBILITIES

MGAA shall furnish Consultant, at no cost to Consultant, the following information or services for this Agreement:

A. Access to copies of readily available maps, records, as-built drawings, benchmarks, or other data pertinent to work assignments affiliated with this Agreement. This does not, however, relieve the Consultant of the responsibility of searching records for additional information, for requesting specific information, or for verification of that information provided. MGAA does not warrant the accuracy or comprehensiveness of any information or documents provided to Consultant.

B. In MGAA's discretion and upon Consultant's reasonable request, access to staff for consultation with Consultant during the performance of this Agreement to identify the problems, needs, and other functional aspects of the work.

C. Prompt review of and feedback on Consultant's deliverables. MGAA will advise Consultant concerning progress of MGAA's review of the work, as needed.

SECTION III - PERIOD OF SERVICE

Consultant shall complete all work in accordance with the provisions of this Agreement as amended.

All work initiated under this Agreement must be completed on or before the expiration date of the Agreement.

This Agreement is effective as of the date signed by MGAA and ends upon final completion and acceptance by MGAA of the project, as defined by the Scope of Services ("Base Term"), unless terminated, canceled, or extended as provided in this Agreement.

Consultant shall commence its services within seven (7) days of the written authorization by MGAA. Consultant shall perform its services in a diligent manner and in accordance with this Agreement.

SECTION IV – KEY PERSONNEL

The Consultant and its Sub-Consultants listed below shall provide all services to be performed under this Agreement. If additional Sub-Consultants are required by the Consultant to perform any services listed under this Agreement, the Consultant shall notify MGAA before authorizing work by said Sub-Consultants. MGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.

Sub-Consultants to perform work under this Agreement include:

LSW Engineers Arizona, Inc.

SECTION V - PAYMENTS TO THE CONSULTANT

Consultant will be paid for work performed under this Agreement, plus any adjustments that have been approved in writing by MGAA in accordance with MGAA's Procurement Policy. Payments will be made in accordance with **EXHIBIT B**, "Compensation."

All services to be rendered by Consultant are subject to the terms of **EXHIBIT B**, "Compensation" attached hereto.

MGAA does not guarantee any minimum or maximum fee during the Term of this Agreement, and Consultant, in executing this Agreement, shall not anticipate or require any minimum or maximum fee.

MGAA shall pay Consultant in agreed-upon installments for services authorized and rendered under this Agreement at the completion of each work assignment, provided Consultant has satisfactorily completed the requested work. If any such work requires time in excess of 30 calendar days to complete, progress payment(s) may be made on invoices certified and approved by MGAA.

SECTION VI - ALTERATION IN SCOPE OF SERVICES

For any alteration in the Scope of Services that would materially increase or decrease the Agreement fee, the parties shall negotiate an amendment to the Agreement to be executed by MGAA and Consultant. No work shall commence on any amendment or change until the amendment has been approved by MGAA and the Consultant has been notified to proceed by MGAA. No claim for extra work done or materials furnished by Consultant will be allowed by MGAA, except as provided herein, nor shall Consultant do any work or furnish any materials not covered by this Agreement unless the work is first authorized in writing by MGAA and the change complies with MGAA's Procurement Policy. Any work or materials furnished by Consultant without advance, written authorization will be at Consultant's own risk, cost, and expense. Without written authorization, Consultant shall make no claim for compensation for such work or materials furnished.

SECTION VII - WORK ASSIGNMENT COMPLETION

If, during the Term of this Agreement, situations arise that prevent work completion within the allotted time, MGAA may grant an appropriate time extension.

SECTION VIII - OWNERSHIP OF DOCUMENTS

Any documents, including all electronic copies, graphics, designs, code, and written materials, prepared under or as a result of this Agreement, shall be the property of MGAA. To the extent necessary to effectuate such ownership, Consultant hereby assigns all right, title, and interests to such documents, graphics, designs, code, and written materials to MGAA. Consultant shall execute any separate contracts or documents, if any, which may be necessary to implement the terms of this Section.

All of Consultant's documents, graphics, designs, code, and written materials prepared under this Agreement, including electronic files, are instruments of service. All of these documents, graphics, designs, code, and written materials shall become the property of MGAA upon completion of the services and payment in full to Consultant or, if the Agreement is terminated, upon termination of this Agreement. MGAA shall have the right to reuse, modify, or adapt the documents, graphics, designs, code, and written materials as it deems necessary, without requiring Consultant's prior written authorization. MGAA shall indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants (collectively, the "Consultant") against any and all damages, liabilities, or costs arising from MGAA's modification of documents, graphics, designs, code, or written materials produced by Consultant under this Agreement unless Consultant authorizes the modification in writing.

SECTION IX - COMPLIANCE WITH LAWS

Consultant shall comply with all federal, state, and local laws, regulations, ordinances, and orders in the performance of this Agreement throughout the Term.

Consultant certifies compliance with the employment verification requirements of the *Immigration Reform and Control Act of 1986,* including completion of Form I-9 requirements for Consultant's employees and any subconsultants performing work under this Agreement.

MGAA shall administer this Agreement in accordance with MGAA's Procurement Policy.

SECTION X - GENERAL CONSIDERATIONS

A. The failure of either party to enforce any of the provisions of this Agreement or require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of the provisions, nor shall it affect the validity of this Agreement or the right of either party to enforce every provision.

B. The fact that MGAA has accepted or approved Consultant's work shall in no way relieve Consultant of responsibility for the work under this Agreement.

C. This Agreement shall be governed by the laws of the state of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provision thereof, shall be instituted only in the courts of the state of Arizona.

D. All exhibits to this Agreement and any amendments to this Agreement are incorporated into it.

SECTION XI - NO KICK-BACK CERTIFICATION

Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the MGAA Board of Directors or any employee of MGAA has any interest, financially or otherwise, in Consultant's firm.

For breach or violation of this warranty, MGAA may annul this Agreement without liability.

SECTION XII – SUSPENSION OF SERVICES

Consultant shall, within five (5) business days upon receiving written notice from MGAA, suspend, delay, or interrupt all or a part of the Scope of Services. Consultant shall resume the Scope of Services within five (5) business days of receiving written notice from MGAA.

SECTION XIII – TIMES OF PAYMENTS

Consultant shall submit periodic invoices for any unbilled portion of the services actually completed. MGAA shall review, certify, and approve or reject each invoice in whole or in part. MGAA shall pay each approved invoice within 30 calendar days of the date that MGAA approves the invoice.

SECTION XIV – TIMELY REVIEW

MGAA will review Consultant's studies, reports, proposals, and other related documents and render any decisions required by Consultant in a timely manner. Notwithstanding these reviews, Consultant remains solely responsible for all of its deliverables and services under this Agreement. By MGAA's reviews, MGAA does not assume any liability for or retain control over Consultant's work or Consultant's responsibility for the safety of its employees.

SECTION XV – DISPUTE RESOLUTION

All disputes between MGAA and Consultant arising out of or relating to this Agreement will be subject to the Dispute Resolution provisions as outlined in **EXHIBIT D**, "MGAA Standard Terms and Conditions", attached hereto and incorporated herein by reference.

MGAA and Consultant shall include a similar dispute resolution provision in all contracts with other contractors and consultants retained for the Project and shall require all other independent contractors and consultants to include a similar dispute resolution provision in all contracts with subcontractors, subconsultants, suppliers, or fabricators retained by them.

Section XVI - Liability of Consultant

To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless MGAA, its member governments, departments, officers, employees, and agents from and against damages arising out of any act, error, or omission of Consultant relating to its services under this Agreement.

Section XVII – Applicable Project Standards and Regulations

Consultant shall perform the Services in accordance with all laws, regulations, codes, standards, and requirements applicable to the Services and the Project, including, as applicable, current Federal Aviation Administration (FAA) requirements, Airport standards, applicable engineering and design standards, and recognized industry standards.

All such requirements are incorporated into this Agreement by reference as though fully set forth herein.

Section XVIII – Archaeological Resource Protection

While performing services under this Agreement, Consultant may encounter a known or unknown archaeological site located at the Airport. If Consultant encounters what it believes to be an archaeological site, Consultant shall immediately notify MGAA of the site's location and take all reasonable precautions to protect and preserve the site until MGAA otherwise directs.

Section XIX Insurance Requirements

A. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. All insurance policies required by this Contact, except *Workers' Compensation* and *Professional Liability*, shall name MGAA, its agents, representatives, officers, directors, officials, and employees as Additional Insured.

C. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:

   i. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with a limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.
   ii. Commercial General Liability: Insurance Services Office Form CG 00 01 covering Bodily Injury and Property Damage on an "occurrence" basis, including personal & advertising injury with limits no less than $1,000,000 per occurrence, $2,000,000 General Aggregate.
   iii. Auto Liability: ISO Form CA 00 01 covering any auto (Symbol 1), or if Consultant has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), with limit no less than $1,000,000 Combined Single limit per accident for bodily injury and property damage ($5,000,000 if operating in the Air Operations Area of the Airport).
   iv. Workers' Compensation: Statutory Limits as required by the state of Arizona, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

D. If the Consultant maintains higher limits than the minimums shown above, MGAA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MGAA.

E. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:

   i. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to MGAA.
   ii. Waiver of Subrogation: Consultant waives any right to subrogation. Consultant shall obtain an endorsement necessary to effect this waiver of subrogation from the insurer for all lines of coverage required by this Agreement, except *Workers' Compensation* and *Professional Liability,* for

claims arising out of the Consultant's work or service.

iii. Primary Coverage: For all claims related to this Agreement, all of Consultant's insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by MGAA, its officers, officials, employees, or volunteers will be in excess of Consultant's insurance and will not contribute to it.

iv. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by MGAA. MGAA may require the Consultant to provide proof of the ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

v. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, VII, unless otherwise acceptable to MGAA.

vi. Claims Made Policies: No Claims Made policies (other than Professional Liability) will be accepted. For policies that provide claims-made coverage:

   a) The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the Agreement work.

   b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work.

   c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date before the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

vii. Verification of Coverage: Consultant shall furnish MGAA with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by MGAA before work commences. However, failure to obtain the required documents before the work begins shall not waive the Consultant's obligation to provide the required insurance. MGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

viii. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that MGAA is an additional insured on the insurance required from subcontractors.

ix. Special Risks or Circumstances: MGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

SECTION XX NOTICES

Any notice, report, or information which may be or is required to be given under this Agreement will be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO MGAA:
Mesa Gateway Airport Authority
Attn: Engineering and Facilities Director
5835 South Sossaman Road
Mesa, Arizona 85212

TO CONSULTANT:
DWL Architects + Planners, Inc.
Attn: Sandra Kukla
2333 North Central Avenue
Phoenix, AZ 85004

or to such other person(s) or address(es) as any such Party may designate from time to time by notice to the other Parties in accordance with this Section.

Signatures on the following page

Mesa Gateway Airport

Executed as of the Effective Date.

CONSULTANT
DWL Architects + Planners, Inc.

By: ______________________

Name: Sandra Kukla

Title: President

Date: 08/03/2026

MGAA
MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the state of Arizona

By: ______________________

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

Title: Executive Director/CEO

Date: ______________________

EXHIBIT A – SCOPE OF SERVICES & FEE SCHEDULE

The services to be performed by the Consultant and the completion of related efforts are specified in the following Scope of Services & Fee Schedule agreed to by the parties (see following pages).

For the services provided herein, MGAA agrees to pay Consultant the not-to-exceed amount of $83,647.00

April 27, 2026

R1: 7/20/2026
R2: 7/28/2026

Ms. Carmen M. Parks, PE
Engineering & Facilities Director
Mesa Gateway Airport Authority (MGAA)
5835 S. Sossaman Road
Mesa, AZ 85212-0919
T (480) 988-7705 | cparks@gatewayairport.com

RE: Badging Office Expansion
Design and Engineering Services (Concept & CD)
DWL Project No. 26XXX.00

Dear Carmen:

We are pleased for this opportunity to submit to the Mesa Gateway Airport Authority (MGAA) an Architectural and Engineering Service scope and fee proposal for Concept, Construction Documents (CD), Procurement Phase and Construction Administration Services for the expansion of the Baggage Office. The scope has been prepared in accordance with our understanding of the project based upon our 4/14/26 & 4/16/26 meetings and email correspondence.

Project Scope & Description:

The goal of this project is to expand and reconfigure the existing badging office located within Building 1045, to meet the growing needs and requirements of the MGA badging operations. Approximate expansion size of the badging office is 1,180 square feet. Due to impacts of the badging office expansion, the existing FBO conference room will be modified and expanded is approximately 545 square feet. The following are project features:

- Entry Lobby with waiting area
- (3) Badging Workstation
- Computer Based Training (CBT) Room with (8) Relocated Stations with prep for (4) future stations
- Adjudication Room
- Secure File Room
- Furniture and Equipment to be provided by MGAA
- Modifications of existing building systems (Mechanical, Plumbing Fire Sprinklers, Electrical, and Fire Alarm) as required to support the new spaces
- Technology, Access Controls and Security to support badging office requirements
- Removal of existing IT Room adjacent to Badging Office and provide new switches / cabling from other existing IDF to support removal
- Modifications and expansion to the FBO Conference Room (Executive Setup) with upgrades to conference room audio visual (AV) equipment

DESIGN SERVICES:

The following complete design phases are included:
- Pre-design
- Construction Documents 90% and 100% (Basic Services)

DESCRIPTION OF TASKS:

1. **Pre-Design:**

a. **Project Coordination and Management**:
1) Manage assigned staff and sub-consultants, maintain contract and project files.
2) Schedule – DWL shall provide a design schedule with the following preferred dates:
   - Contracts August 2026
   - NTP – September 1st, 2026

Preliminary Design Schedule	Total: 9 weeks**	Proposed Dates
Pre-Design	2 weeks	9/1 – 9/15/2026
MGAA review and approval – concept design*	1 week	9/16 – 9/23/2026
Construction Documents 90%	4 weeks	9/24 – 10/23/2026
MGAA review and approval – CD 90%*	1 week	10/26 – 10/30/2026
Construction Documents 100%	1 week	11/2 – 11/9/2026
Milestone – CD 100% Submittal	0	11/10/2026

* Dependent on MGAA
** Schedule and duration includes from NTP to 100% CD submittal.
*** Includes holidays

3) Owner/Architect Meetings: Includes agenda and meeting notes, preparation, and distribution.
   - Kick-off meeting with all appropriate MGAA and stakeholders. Design team engineering disciplines will not be in attendance.
   - (1) meetings are anticipated between DWL and MGAA.

4) Design team/Consultant Meetings as required – Regularly scheduled internal coordination meetings between members of the consultant team. In-person meetings will be held at DWL's Phoenix office. Conference calls will be administered using Microsoft Teams.

b. Pre-Design
   i. **Existing conditions assessment:** DWL has the base existing as-built documentation of the existing Building 1045 facilities in which our firms were previously involved in renovations but does not include the proposed badging areas. DWL and our consultant will provide one field verification of the existing areas proposed to be part of the expansion and document existing conditions.
   ii. **Initial Code Analysis**: Initial review and validation of MGAA Concept Layout based on current applicable building codes.

2. **Construction Documents (CD) 90% and 100%:**
    a. Based upon the approved Concept Design and any adjustments authorized by MGAA in the program, schedule or construction budget, the Design Team will develop the design to fix and describe the size and character of the Project as to architectural, mechanical, plumbing, and electrical systems, materials and other applicable elements. The Design Team will prepare Construction Documents that include drawings and specifications with sufficient detail to obtain building safety review approval by MGAA.
        1) MGAA Building Safety Review Submittal (90%). This set will be sealed/signed and submitted for building safety review by MGAA.
        2) Bid Documents Submittal (100%). This set will be sealed/signed and includes corrections as required from the building safety review performed by MGAA.
        3) See the deliverables section for more information.
    b. Meetings: Two (2) meetings are anticipated. One meeting is a final design and coordination meeting. One meeting is a page-turn meeting with DWL, MGAA project team and stakeholders.
    c. QAQC: An internal QAQC will be conducted via Bluebeam Studio, with an internal preliminary check-set for all engineering disciplines.
    d. Specifications: Specifications in sheet format shall be included.

SUPPLEMENTAL SERVICES:

None

ASSUMPTIONS:

1. The construction budget is unknown; however, the project budget is assumed to be approximately $200k.
2. The overall square footage of the project is +/- 1,720 SF.
3. The Construction Contract Delivery Method is expected to Job Order Contract (JOC).
4. This proposal assumes that all scope is to be documented in one submittal package.
5. Subconsultants included in this proposal. Please review their attached proposals for further scope details.
    a. LSW (Mechanical, Plumbing, Fire Protection, Electrical, Special Systems)
6. For the purpose of justifying load additions to existing electrical infrastructure, existing electrical loads will be established from existing record drawings and our site investigation. If adequate records and documentation are not available, 30-day maximum demand load readings may be required (which are not included and assumed to be performed by Owner's staff electricians).
7. MGAA will select, procure and coordinate furniture, including providing power and data requirements. DWL will provide rough-in for power and data.
8. Construction documents are not submitted to City of Mesa Building Safety department, since MGAA will provide their own building safety review and permit.
9. Reimbursables include project related expenses such as mileage, courier, web-based meetings, printing, and copying (in or out of office).
10. **Allowances:** None

EXCLUSIONS:

In order to provide clarity and to prevent any misunderstandings, we want to identify items that are excluded from this proposal. If for any reason the Mesa Gateway Airport Authority requires these services, we can provide them for additional compensation.

1. Schematic Design and Design Development deliverables
2. Procurement Phase and Construction Phase Services
3. Furniture selection, procurement and coordination services.
4. Services from engineers or consultants not identified in this proposal and beyond this project's scope will not be provided.
5. Structural, Civil, Acoustics consultant, analysis, and engineering.
6. Materials and finish boards
7. Tests or investigations requiring demolition of existing construction or other types of forensic investigation are not included in this proposal.
8. Environmental and hazardous assessment.
9. Government permit and plan review fees.
10. Multiple bid packages.
11. Travel outside the Phoenix/Mesa Metropolitan area.
12. Renderings
13. Finishes and materials board (physical excluded, digital included)
14. Videos and fly-throughs
15. Signage
16. Phasing exhibits
17. Cost Estimates
18. Value Engineering
19. FAA report
20. Deliverables beyond those described below.

DELIVERABLES:

1. Concept Package
   - None
2. CD Package (90%)
   - Construction Documents and Sheet Specifications
3. CD Package (100%)
   - Construction Documents and Sheet Specifications

COMPENSATION:

We propose to provide the previously mentioned services as an Hourly Not-to-Exceed Fee(s) as follows:

	Architecture – DWL*	MPE, SS, FP - LSW	Total ($)
Task 1: Pre-Design	14,243.00	5,180.00	19,423.00
Task 2: Construction Documents (CD) 90% and 100%:	44,984.00	18,240.00	63,224.00
Total Design Services			**$82,647.00**
Design Allowance			$0.00
Reimbursable Expenses			$ 1,000.00
Grand Total			**$83,647.00**

* DWL's hourly personnel rates are based on an Overhead Rate of 1.7335 and includes 10% profit.

See attached DWL estimated hourly breakdown and consultants' proposals for your review.

CONCLUSION:

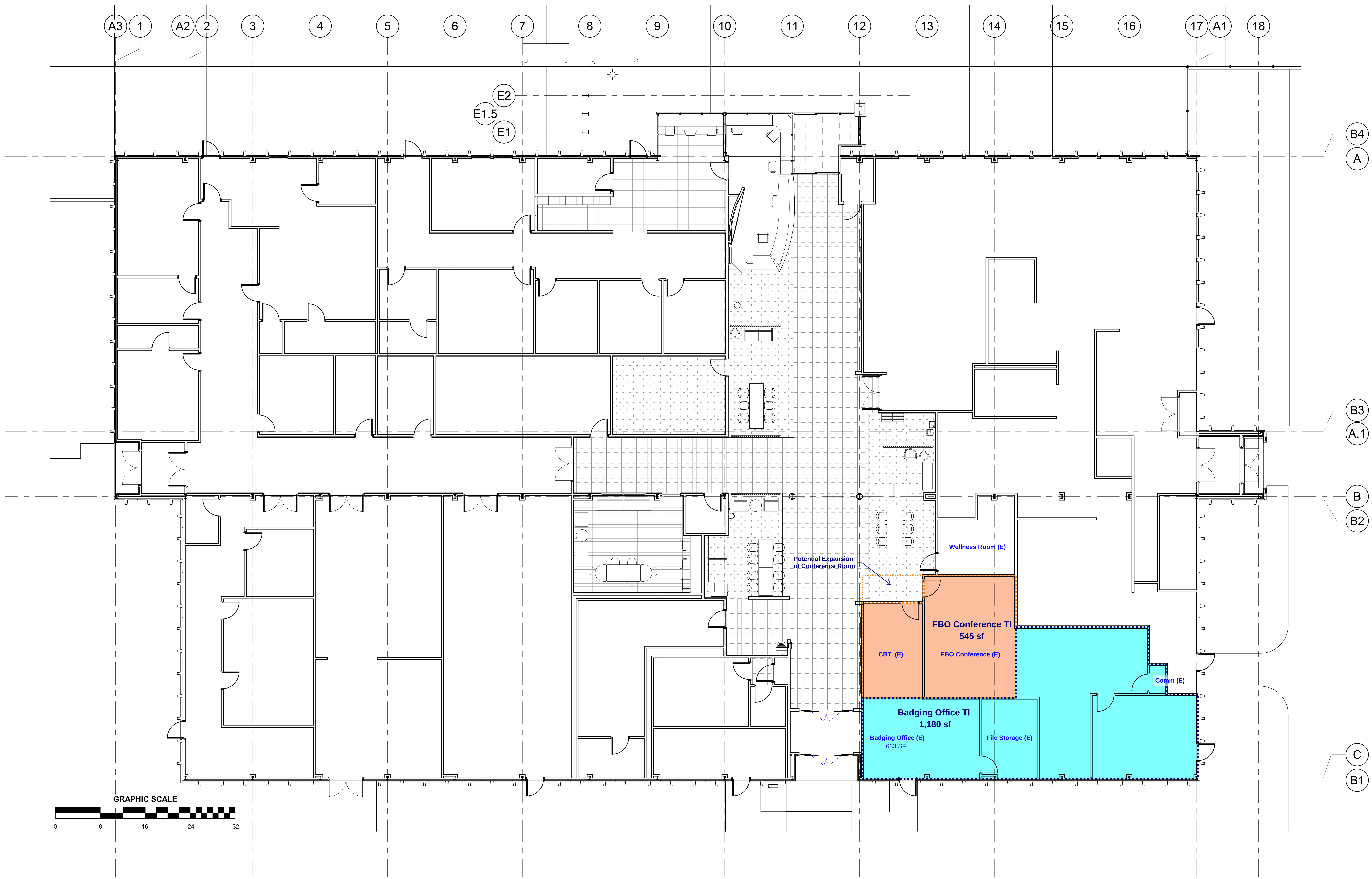
We appreciate your consideration and the opportunity to submit this proposal. We look forward to working with you and the Mesa Gateway Airport Authority team. If you have any questions or require further explanation, please do not hesitate to contact me.

Sincerely,

DWL ARCHITECTS + PLANNERS, INC.

Sandra Kukla, AIA, LEED AP
President

cc: Mary Ann Modzelewski
Shawn Filip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E2
E1.5
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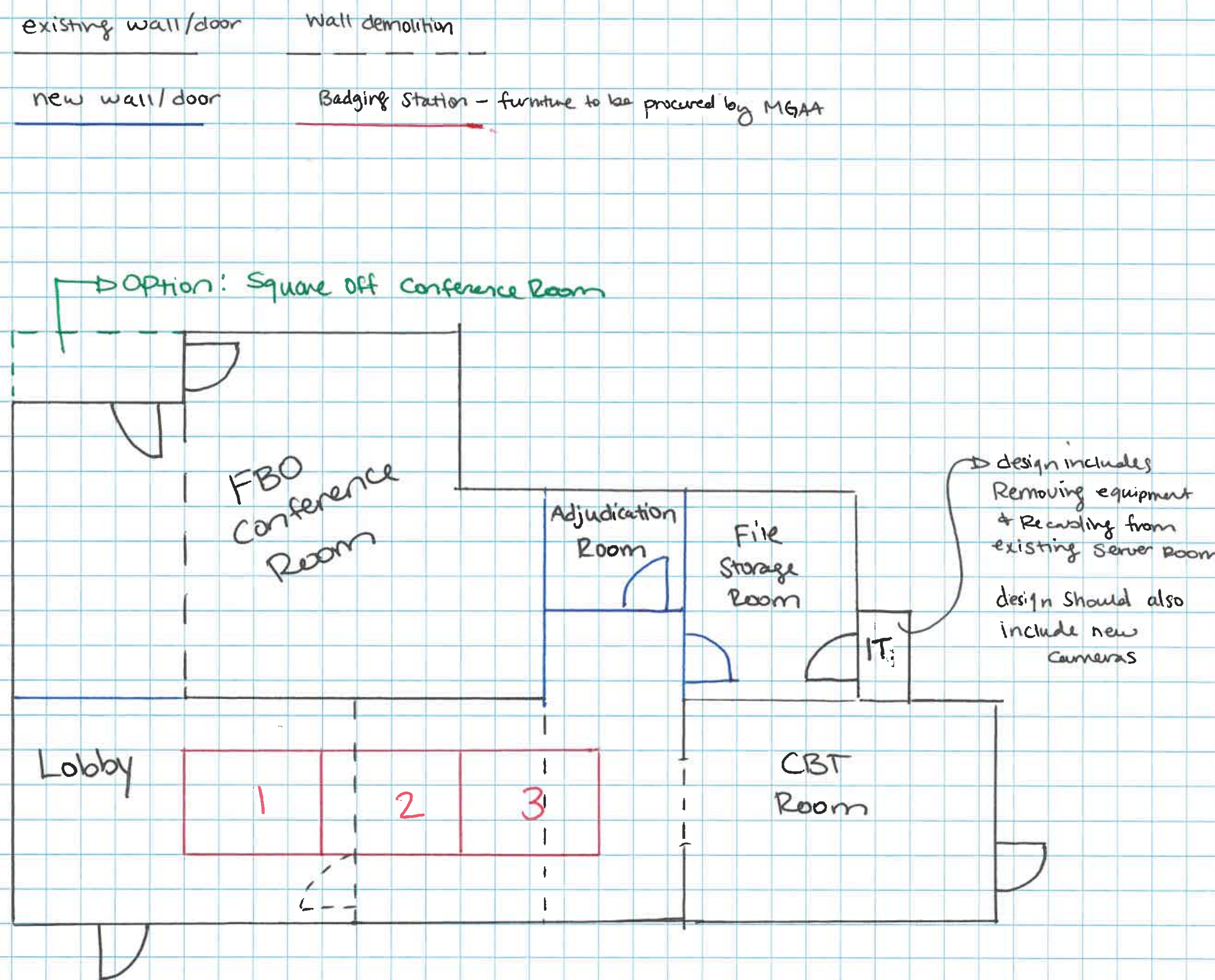
B4
A
B3
A.1
B
B2
C
B1
Potential Expansion
of Conference Room
Wellness Room (E)
FBO Conference TI
545 sf
CBT (E)
FBO Conference (E)
Comm (E)
Badging Office TI
1,180 sf
Badging Office (E)
633 SF
File Storage (E)
GRAPHIC SCALE
0
8
16
24
32

Rev 1 - 7/7/2026



V4

MGAA Sketch

DWL ARCHITECTS + PLANNERS, INC.

Mesa Gateway Airport Authority - AZA Building 45 Badging Office | 260##.00 (TBD)
Design Phase Services

DWL ARCHITECTS+

Hourly Not-to-Exceed

COMPENSATION ESTIMATE DWL Project No. 260##.00 (TBD) Project Budget: $200,000 7/28/2026

ARCHITECTURAL - Design and Construction Phase

Labor Hours

	Task Description	Principal 250.00 per hr.		Sr. Proj. Manager 189.00 per hr.		CADD/BIM Technician 118.00 per hr.		Arch. Staff 2 112.00 per hr.		Arch. Staff 1 105.00 per hr.		Field Representative 118.00 per hr.		Building Code Manager 182.00 per hr.		Interior Designer 98.00 per hr.		Sr. Architect (Specs) 172.00 per hr.		Administration 146.00 per hr.		Clerical 101.00 per hr.		Task Total
		Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	
1	**Pre-Design**	3	750.00	24	4,536.00	15	1,770.00	0	0.00	60	6,300.00	0	0.00	0	0.00	0	0.00	0	0.00	4	584.00	3	303.00	14,243.00
2	**Construction Documents (CD) 90% and 100%:**	3	750.00	54	10,206.00	60	7,080.00	0	0.00	150	15,750.00	0	0.00	0	0.00	60	5,880.00	24	4,128.00	4	584.00	6	606.00	44,984.00
		0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00
		0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00
		0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00
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		0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00
	DWL DESIGN PHASE TOTAL	6	1,500.00	78	14,742.00	75	8,850.00	0	0.00	210	22,050.00	0	0.00	0	0.00	60	5,880.00	24	4,128.00	8	1,168.00	9	909.00	470 **$59,227.00**

59,227.00

TEAM SUMMARY

Discipline	Pre-Design			Basic Services			Supplemental Services			Totals
			Task 1 PRE-DESIGN	Task 2 CONSTRUCTION DOCUMENTS (CD)						
Basic Design & Engineering										
Architectural - DWL			14,243.00	44,984.00	-	-	-	-		59,227.00
MPE, SS, FP, FA - LSW			5,180.00	18,240.00	-	-	-	-		23,420.00
			-							0.00
			-							0.00
	Subtotal - Pre-Design		19,423.00	Subtotal - Basic Design & Engineering		63,224.00	Subtotal - Supplemental Design & Eng.		0.00	
									Basic Design & Engineering Sub-Total	**$82,647.00**
Other Design & Engineering										
										0.00
										0.00
										0.00
										0.00
										0.00
	-	-	*19,423.00*	*63,224.00*	-	-	-	-	-	
	Subtotal - Other Design & Engineering		0.00	Subtotal - Other Design & Engineering		0.00	Subtotal - Other Design & Engineering		0.00	
									Other Design & Engineering Sub-Total	**$0.00**
									Total	**$82,647.00**
									Design Allowance	$0.00
									Total with Allowance	**$82,647.00**

REIMBURSABLE EXPENSES

Firm	Expense	
DWL / Consultants	Travel, Printing, Copies, Courier - Billed only as needed	1,000.00
	Total Reimbursable	**$1,000.00**

DBE PARTICIPATION

SUB	$	-	
	$	-	0.0%

DWL's personnel hourly rates are based on an Overhead Rate of 1.7335 and includes 10% profit.

	Total w/ Reimbursable	**$83,647.00**

LSWEngineers
ENGINEERING SOLUTIONS
FOR THE BUILT ENVIRONMENT

2333 W. Northern Ave., #9
Phoenix, AZ 85021
www.lswengineers.com
602.249.1320

July 14, 2026

DWL Architects + Planners, Inc.
2333 North Central Avenue
Phoenix, AZ 85004

Attn: Sandra Kukla, AIA

Re: Mesa Gateway Airport (AZA) Badging Office Expansion
LSW Proposal No. PR2026-085 Revised

Ms. Kukla:

We are pleased to offer our engineering services for the Badging Office Expansion at the Mesa Gateway Airport (AZA).

PROJECT UNDERSTANDING

This project is understood to be a remodel and expansion of the existing badging office located within Building 1045 to meet the growing needs and requirements of the AZA's badging operations. Approximate area of the remodeled and expanded badging office is 1,180 square feet and the existing FBO conference room will be modified and expanded by approximately 545 square feet.

The new badging office is anticipated to include an entry lobby with waiting area, (3) badging workstations, a computer-based training room with (8) relocated stations with prep for (4) future stations, adjudication room, and a secure file room. Removal of existing IT Room adjacent to Badging Office and new switch / cabling from other existing IDF room. Modifications and expansion to the FBO Conference Room with upgrades to conference room audio visual equipment. The project delivery system is assumed to be Design-Bid-Build. The project budget is understood to be approximately $1M.

Our mechanical, plumbing, electrical and technology engineering services for this project will consist of the following. Services not indicated below are considered outside of our basic scope and will be provided upon request as an additional service.

It is our understanding that the design of this project will include deliverables as defined below. The design duration for this project is understood to be nine (9) weeks.

Pre-Design

1. Perform site investigation and assist the architect in validation of the airport provided concept design. No drawings or narratives are anticipated.

90% Construction Documents

1. Completion of the engineering design drawings.

2. Completion of the engineering specifications.

100% Construction Documents

1. Finalizing the design drawings and specifications addressing the Plan Review and Owner comments.

SCOPE OF WORK

Mechanical

The mechanical scope for this project is anticipated to include:

1. Complete heating, cooling, and ventilation load calculations.

2. Design to extend the existing mechanical HVAC system for this remodel project. It is assumed that the existing mechanical HVAC system is adequate for this project and design to increase the system capacity or replace the HVAC system is not assumed as part of the scope of this project.

Electrical

The electrical scope for this project is anticipated to include:

1. Design of the electrical power distribution for this project, including connection to the equipment, receptacles, lighting, and Owner equipment. Our design includes connection to the existing power distribution system within this facility. It is assumed that the existing power distribution system is adequate for this project and design to increase the capacity, modify or replace this system is not assumed as part of the scope of this project.

2. General Lighting: Our design includes selection of lighting fixtures, locating the lighting fixtures and the associated switching/control of the lighting systems.

3. Lighting system illumination and energy compliance calculations for lighting fixtures selected by LSW are included if required by the local jurisdiction.

4. For the purpose of justifying load additions to existing electrical infrastructure, existing electrical loads will be established from existing record drawings and our site investigation. If adequate records and documentation are not available, 30-day maximum demand load readings may be required (which are not included and assumed to be performed by Owner's staff electricians).

Technology Systems

The technology scope for this project is anticipated to include:

1. Passive Network Cabling: Our design service includes cabling system design from outlet locations to the Main Equipment Room (MER) or Telecommunications Room (TR), cable support and pathway system, and outside plant fiber-optic and multiple pair copper cabling.

2. Access Control/Security System: Our design service includes the access control, intrusion detection, card reader, door monitoring, door control, motion sensor, and duress systems, and associated control panels. The door hardware will be specified by the Architect.

3. Camera Surveillance: Our design includes camera layout and associated cabling and pathways, camera specification it is assumed video storage and monitoring systems are adequate for this project and design to increase the capacity, modify or replace this system is not assumed as part of the scope of this project.

Fire Sprinkler

The fire sprinkler scope for this project is anticipated to include:

1. Performance based specification addressing the fire sprinkler system design for bidding purposes. The installation drawings (including detailed piping drawings and calculations) will be a deferred submittal by the Fire Sprinkler Contractor.

Fire Alarm

The fire alarm scope for this project is anticipated to include:

1. Performance based fire alarm system design for bidding purposes, including device placement, a typical riser diagram, and specifications. The installation drawings (including detailed wiring diagrams, load calculations, voltage drop calculations, etc.) will be a deferred submittal by the Fire Alarm Contractor.

GENERAL

Our scope will include the following general engineering services for the project:

1. Site investigation to observe the systems associated with this project (site investigation is limited to accessible areas only).

2. Attend up to six (6) 1-hour meetings during the design phase of this project. Meetings are anticipated to be held both virtually and in-person.

3. Design using Revit with models stored on an ACC / BIM360 Project HUB. It is required that while our model is in ACC / BIM360, the model shall remain independent from all disciplines outside of our scope of work, and any revisions to the model shall be made by our staff only. It is anticipated that the architectural model elements will be “frozen” seven days before each milestone deliverable.

4. Provide one set of drawings in electronic portable document format (PDF) at each intermediate deliverable.

5. Provide one final set of signed and sealed drawings in electronic portable document format (PDF) at the completion of design.

6. Prepare sheet specifications/notes on the drawings suitable for bidding by a select list of contractors.

PROFESSIONAL FEE

Our fee for the work outlined above will be billed hourly, at rates described herein, up to an aggregate limit as follows:

Task 1: Pre-Design	$ 5,180.
Task 2: Construction Documents	18,240.

Total	**$23,420.**

NOTE: This fee includes all travel expenses incurred within the metropolitan Phoenix area. Travel outside the metropolitan Phoenix area will be billed as a reimbursable expense, including, but not limited to, travel, rentals, meals, lodging, and reasonable incidental expenses.

This fee does not include plotting or printing of sets of our drawings or other discipline's drawings for interprofessional coordination or distribution.

This fee is quoted as Hourly Not To Exceed. The breakdown of the fee into phases or tasks is for your convenience. The total fee amount is a Not To Exceed aggregate limit and no per-task, per-phase, or similar limits will apply.

CLIENT SERVICES

Services requested of the Client and/or Owner include the following:

1. Provide the following as required to assist us in the site investigation of existing conditions: facility access and an escort, ladders or other means to access overhead systems and equipment, and authorization for the use of cameras.

2. Provide copies of the existing construction documents.

3. Provide access to the building maintenance staff to answer questions.

4. Provide all connection requirements for Owner-provided equipment.

5. Provide a project title block and updated background files in a timely manner to meet the established project deliverables.

6. Distribute meeting agendas before each meeting in order for us to assign appropriate staff to the meeting; and promptly distribute meeting minutes after each meeting.

7. Provide the following building and Owner information:

   a. Building Occupancy Classification.

   b. Building Construction Type.

   c. Building Hazard Classification.

   d. Building Seismic and Risk Category.

   e. Owner's Fire Suppression Insurance Requirements.

8. Provide a PDF set of the drawings at each established deliverable.

EXCLUSIONS

1. Cost estimating.

2. Plumbing design.

3. Procurement phase or construction phase services.

4. Meetings or virtual meetings beyond those listed.

5. Electrical demand load readings.

6. Building Information Modeling (BIM) beyond an LOD-200 or clash-free modeling.

7. Building energy consumption calculations or modeling.

8. Documenting energy code compliance of the building envelope or other systems not in our scope of services described above.

9. Utility company energy rebate data collection and/or submission.

10. Life cycle cost analysis.

11. Value engineering services.

12. Any design services caused by scope changes.

13. Preparation of the electrical coordination or power system study.

ADDITIONAL SERVICES

Additional services will be performed on an hourly basis at our standard billing rates or a separate fixed fee contract as determined by your firm. Our current rate structure is shown below for your reference. Hourly contracted work will be invoiced based on our rates in effect at the time of such requests.

2026:	Principals	$240.00
	Sr. Engineers	$215.00
	Sr. Project Manager	$210.00
	Project Manager	$180.00
	Engineers	$175.00
	Field Observers	$140.00
	Sr. Designers	$145.00
	Designers	$125.00
	Project Coordinator	$125.00
	Project Assistant	$100.00
	BIM Operators	$90.00
	Admin	$85.00
	Outside Services	Our cost

This proposal is effective for not more than 30 days.

LSW accepts the AIA C401 contract and requests that you prepare this document reflecting the terms and conditions of this proposal for our mutual execution prior to our beginning work.

We appreciate this opportunity and look forward to working with your firm on this project.

Regards,

LSW ENGINEERS ARIZONA, INC.

Cory Kilpack, P.E.
Vice President

CK:js:mc

Please indicate your acceptance of this proposal by signing and returning one copy of this letter for our files.

APPROVED: ________________________________ DATE: ______________________

YOUR PROJECT / REFERENCE NO.:____

EXHIBIT B - COMPENSATION

All compensation for services rendered by Consultant shall be based upon criteria established below. All services must be billed through the Consultant.

1. Fees to be Specified in Agreement

Any services to be performed under this Agreement require approval. All compensation for services shall be identified in writing. The Agreement shall describe the scope of services to be performed (by tasks and subtasks, where appropriate), the fees associated with that performance, and any applicable special provisions. Consultant's compensation for services included in this Agreement is totaled and outlined in **EXHIBIT A**, "Scope of Services and Fee Schedule".

2. Method of Payment

Subject to the terms of this Agreement, MGAA shall pay Consultant the appropriate rate or fixed price amount for services rendered as described in the Agreement only after Consultant has submitted an invoice for services performed and MGAA has certified and approved each invoice.

For services rendered in accordance with the Agreement, Consultant shall submit to MGAA an invoice depicting tasks performed and/or hours spent for services performed. Invoices must be based on the actual hours and/or expenses incurred for the services completed during the billing period. Consultant's invoices must specify that Consultant has performed the services, and MGAA must certify and approve each invoice as a condition to payment.

3. Consultant Responsibilities for Compensation

Consultant shall prepare monthly invoices and/or progress reports in accordance with the terms specified in the Agreement. Progress reports will clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices for payment shall be for work completed unless otherwise agreed to by MGAA. Invoices/requisitions for payment for services subject to funding by the FAA and/or ADOT shall include the documentation requirements of the FAA and/or ADOT, which are outlined in the *Airport Improvement Program (AIP) Handbook* dated February 26, 2019, or the most current version.

4. MGAA Responsibilities for Compensation

MGAA agrees to pay Consultant's invoices for payment within 30 calendar days after the invoice is approved. MGAA may withhold payment on any invoice if it believes that Consultant has not satisfactorily performed the work. If MGAA withholds payment to Consultant, MGAA shall promptly notify Consultant and explain the reasons for the decision to withhold payment.

5. Billing Address

All invoices submitted to MGAA for payment shall be submitted to:

Accounts Payable: ap@gatewayairport.com

Exhibit C - SPECIAL PROVISIONS

1. Civil Rights Act of 1964, Title VI – General

In 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, creed, sex, 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. Civil Rights Act of 1964, Title VI – Assurance

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 U.S.C. § 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) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 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 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

3. Title VI Compliance With Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Consultant (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 Consultant with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant 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 including amendments thereto.
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 Consultant 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 Consultant 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 Consultant'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 Consultant under the contract until the Consultant complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

4. <u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</u>

Consultant, by accepting this Agreement, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any government department or agency.

5. <u>Project Security</u>

As some or all portions of work possible during the Term of this Agreement may be located inside the secured area of the Airport, adherence to and familiarity with federal security regulations is essential. For these projects, Consultant shall be responsible for fulfilling the security requirements described herein.

a. Secured Area Access – All Consultant personnel who require unescorted access to the secured area of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete the Security Badge Application and Security Badge Authorization forms.

b. Employee Security Badges – If deemed necessary by MGAA, all Consultant and subcontractor personnel performing work under this Agreement shall be required to obtain and properly display a valid Airport security badge. Consultant shall submit a Security Badge Application form to the MGAA security office for each employee requiring unescorted access, along with the current fee for each badge. Badge fees are identified on the current *Airport Fees, Services and Rental Rates* available via the Airport website at www.gatewayairport.com and are subject to change.

   i. All fees must be paid to MGAA by cash or check.
   ii. Airport Security Badge Application forms and instructions are available via the Airport website at www.gatewayairport.com.
   iii. An authorized representative of Consultant must also obtain and submit a Security Media Authorization form, which is to be submitted to the MGAA badging office. The Security Media Authorization form and instructions are available via the Airport website at www.gatewairport.com.
   iv. A training class on aviation security must be successfully completed before individuals are issued a badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take two hours per person.
   v. Additional information, including a "Frequently Asked Questions" is available via the Airport website at www.gatewairport.com or by contacting the MGAA Badging Office at (480) 988-7522. The Badging Office is located at 5803 S. Sossaman Road, Mesa, AZ 85212.
   vi. Consultant shall immediately notify the MGAA Badging Office of any Consultant personnel whose employment status has changed.
   vii. Consultant shall retrieve all security badges and keys and return them to the MGAA Badging Office. A fee, as indicated on the most current *Airport Rates and Charges Schedule*, will be charged for each badge that is damaged, lost, or not returned.
   viii. The MGAA Badging Office will require a completed Security Badge Application from each Consultant employee so certified by Consultant as requiring such before a Security Badge is issued.
   ix. Under certain circumstances and out of the control of MGAA, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.
   x. At all times, aircraft shall have the right-of-way over all vehicle traffic.

c. Fines – Due to both the safety and security precautions necessary at the Airport, any failure of the Consultant to adhere to prescribed Airport requirements/regulations has consequences that may jeopardize the health, welfare, and lives of Airport customers and employees, as well as the Consultant's own employees. Therefore, if the Consultant is found to be in non-compliance with any security, airfield badging/licensing, and airfield safety requirements, a Notice of Violations (NOV) may be issued. A current listing of fines is available by contacting the MGAA Badging Office.

6. Standard Terms & Conditions

MGAA's Standard Terms & Conditions (in **EXHIBIT D** attached) include clauses that pertain to both construction and professional services. For such, the term "contractor" is to be considered the same as "consultant." If a clause implies construction service, then it is waived for a professional services agreement. MGAA reserves the right to make that determination if there is a conflict.

7. Federal and State Guidelines and Regulations

All work performed under this Agreement must satisfy FAA and applicable agency standards and be accomplished in accordance with applicable federal, state, and local guidelines and regulations, including FAA Advisory Circulars, NEPA, and Arizona environmental statutes.

Consultant shall perform the services as described in the approved Agreement in accordance with the applicable requirements imposed by MGAA, ADOT, FAA, and any other applicable sponsoring agencies. Consultant and its subconsultants/subcontractors, if any, shall comply with any applicable laws, regulations, executive orders, policies, guidelines, and any other requirements for FAA Airport Improvement Program (AIP) projects. Consultant shall provide MGAA with all information, reports, documents, and/or certifications requested by MGAA for the satisfaction of any grant requirements for the reimbursement of services, including, without limitation, identifying the specific services provided by Consultant and the billing period(s) during which services were or are to be provided. Nothing herein shall be construed as making the FAA or ADOT a party to this Agreement.

8. Right to Contract With Other Firms

MGAA shall have the right to contract with other firms and/or persons and/or to self-perform additional services, which may be the subject of this Agreement. Consultant shall conduct its operations and perform any services authorized under the Agreement so as not to interfere with or hinder the progress of completion of the work being performed by MGAA and/or other firms and/or persons. Consultants working on the same project shall cooperate in the performance, scheduling, and, if applicable, the integration of their respective services.

9. Independent Contractor Status

At all relevant times, Consultant is - and shall remain - an independent contractor with regard to performance of its services. MGAA retains no control over Consultant, the performance of its work or services, or the safety of its employees. Consultant is not authorized to enter into any contract or commitment, authorize any payment, or accept any document, services, goods, or materials for, in the name of, or on behalf of MGAA.

EXHIBIT D – MGAA STANDARD TERMS & CONDITIONS

1. **Certification.** Consultant certifies:
   a. The award of this Agreement did not involve collusion or other anti-competitive practices.
   b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
   c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement; and Consultant hereby certifies that the individual signing this Agreement is an authorized agent for Consultant and has the authority to bind the Consultant to the Agreement.

2. **Termination of Agreement.**

   a. Termination for cause. MGAA reserves the right to cancel this Agreement in whole or in part due to failure of Consultant to carry out any term, promise, or condition of the Agreement. At least ten (10) business days before terminating the Agreement, MGAA will issue a written notice of default specifying one of the following reasons. MGAA shall, at all times during the term of the Agreement or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

      (1) Consultant has provided personnel who do not meet the requirements of the Agreement.

      (2) Consultant has failed to perform adequately the stipulations, conditions, or services/specifications required in this Agreement.

      (3) Consultant has attempted to impose on MGAA personnel or materials, products, or workmanship of unacceptable quality.

      (4) Consultant has failed to furnish the required service(s) and/or product(s) within the time stipulated in the Agreement or associated Authorization of Services.

      (5) Consultant has failed to make progress in the performance of the requirements of the Agreement or Authorization of Services, or Consultant fails to give MGAA adequate assurance that the Consultant will perform the Agreement in full and on time.

   b. This Agreement may be terminated at any time by mutual written consent or by MGAA, with or without cause, provided the terminating party gives fourteen (14) calendar days' advance written notice to the other party. MGAA may terminate this Agreement, in whole or in part, for MGAA's convenience and with fourteen (14) days' written notice.

   c. Each payment obligation of MGAA created hereby is conditioned on the availability of MGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by MGAA for the continuance of service under this Agreement, then MGAA may terminate the Agreement. MGAA shall promptly notify Consultant regarding the service that may be affected by a shortage of funds. No penalty accrues to MGAA if this provision is exercised, and MGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.

   d. Upon cancellation/termination of the Agreement, the Consultant must deliver to MGAA all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by Owner, its Engineer, Architect, or representative, under this Agreement, whether complete or partially complete.

   e. If this Agreement is canceled/terminated, then MGAA is liable only for services rendered and material received, certified, and approved by MGAA under the Agreement before the cancellation/termination effective date. In the event any payments are made by MGAA to Consultant in advance of services performed, and this Agreement is canceled/terminated, Consultant shall refund MGAA's payment on a pro-rata basis for the unused portion of the term. The refund shall be paid to MGAA within thirty (30) days of the cancellation/termination of the Agreement. This refund shall only apply to payments made for services or products that have not been rendered or delivered prior to the cancellation/termination date.

3. **Dispute Resolution**.

a. **Negotiations**. If a dispute arises out of or relates to this Agreement or its breach, the parties to this Agreement shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.

b. **Mediation**. Should the parties to this Agreement be unable to resolve their dispute through direct negotiations, the parties to this Agreement, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Agreement, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Agreement, but subject to reallocation following binding dispute resolution.

c. **Binding Dispute Resolution**. Should the parties to this Agreement be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Agreement, commence formal dispute resolution proceedings. Both parties to this Agreement consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Agreement, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Agreement are excused from this arbitration requirement and the parties to this Agreement shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court, as applicable.

4. **Independent Contractor.** At all times, each party acts in its individual capacity, not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Consultant nor any of its employees is entitled to compensation from MGAA in the form of salaries, paid vacation, or sick days. MGAA will not provide any insurance to Consultant, including *Workers' Compensation* coverage. MGAA will not withhold FICA, taxes, or any similar deductions from MGAA's payments under this Agreement.

5. **Affirmative Action.** Consultant shall abide by all the federal and state of Arizona provisions for equal opportunity in the workplace.

6. **Human Relations**. Consultant shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable MGAA contracts.

7. **Non-Exclusive Agreement**. This Agreement is for the sole convenience of MGAA. MGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.

8. **Americans with Disabilities Act.** Consultant shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.

9. **Confidentiality of Records**. Consultant shall establish and maintain procedures and controls that are acceptable to MGAA for the purpose of assuring that no information contained in its records or obtained from MGAA or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Agreement. Persons requesting such information should be referred to MGAA. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers

of Consultant as needed for the performance of duties under the Agreement, unless otherwise agreed to in writing by MGAA.

10. **Gratuities.** MGAA may, by written notice to the Consultant, cancel this Agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Consultant or any agent or representative of Consultant, to any officer or employee of MGAA involved in the amending, or the making of any determinations with respect to the performing of such Agreement. If this Agreement is canceled by MGAA under this provision, MGAA shall, in addition to any other rights and remedies, repay to the Consultant the amount of the gratuity.

11. **Applicable Law.** This Agreement shall be governed by the laws of the state of Arizona, and suits pertaining to this Agreement shall be brought only in federal or state courts in the state of Arizona.

12. **Agreement**. This Agreement is based on and the result of a negotiated Scope of Work and Proposal, Bid, or Statement of Qualifications submitted by Consultant under an RFP, IFB, or RFQ. The Agreement contains the entire agreement between MGAA and Consultant. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.

13. **Agreement Amendments**. This Agreement shall be modified only by a written amendment signed by the MGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Consultant.

14. **Provisions Required by Law**. Every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

15. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement, which may remain in effect without the invalid provision or application.

16. **Protection of Government Property.** Consultant shall use reasonable care to avoid damaging all MGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultant damages MGAA's property in any way, Consultant shall immediately report such damage to MGAA and repair or replace the damage at no cost to MGAA, as directed by the MGAA Executive Director. If the Consultant fails or refuses to repair or replace the damage, then MGAA may terminate the Agreement, and MGAA shall deduct the repair or replacement cost from the money due the Consultant under the Agreement.

17. **Interpretation – Parol Evidence.** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

18. **Subcontracts.** Consultant shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods, or services specified herein without the prior written permission of MGAA. MGAA may, at its sole discretion, accept or reject proposed subcontractors or assignments. MGAA shall notify Consultant of its acceptance or rejection within forty-five (45) days of a written request by Consultant. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods, or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Consultant referred to herein. The consultant is responsible for the Agreement performance, whether subcontractors are used.

19. **No Waiver.** No provision in this Agreement shall be construed, expressly or by implication, to waive either party's existing or future claim, right, or remedy available by law for breach of this Agreement. The failure

of either party to insist on strict performance of any Agreement term or condition; to exercise or delay exercising any right or remedy provided in the Agreement or by law; or to accept materials, services, or Consultant's services under this Agreement or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Agreement.

20. **Warranties.** Consultant warrants that all materials and services delivered under this Agreement shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by MGAA shall not alter or affect the obligations of Consultant or the rights of MGAA under the foregoing warranties. Additional warranty requirements may be outlined in this Agreement.

21. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless MGAA, its agents, representatives, officers, directors, officials, and employees (collectively the "Indemnitees"), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Consultant's acts, errors, omissions, or mistakes relating to Consultant's services under this Agreement.

22. **Right to Assurance.** Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

23. **Advertising.** Consultant shall not advertise or publish information concerning this Agreement without prior written consent of MGAA.

24. **Right to Inspect.** MGAA may, at reasonable times, and at MGAA's expense, inspect the place of Consultant's or any of Consultant's subcontractor's business, which is related to the performance of this Agreement or related subcontract.

25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Agreement to be performed by such party ("Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God ("Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Agreement, the financial inability of Consultant to perform any Required Act, including, without limitation, failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party that asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years' climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

26. **Inspection.** All material or service is subject to final inspection and acceptance by MGAA. Material or service failing to conform to the specifications of this Agreement will be held at Consultant's risk and may be returned to Consultant. If so returned, all costs are the responsibility of the Consultant. Noncompliance shall conform to the cancellation clause set forth in this Agreement.

27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Agreement, are the sole property of MGAA and shall not be used or released by Consultant or any other person except with prior written permission by MGAA.

28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to MGAA until MGAA actually receives the material or service at the Airport, unless otherwise provided within this Agreement.

29. **Liens.** All materials, services, and other deliverables supplied to MGAA under this Agreement must be free of all liens and other encumbrances. Upon request of MGAA, Consultant shall provide a formal release of all liens.

30. **Licenses.** Consultant shall maintain in its current status all federal, state, and local licenses and permits required for the operation of the business conducted by Consultant as applicable to this Agreement.

31. **Subsequent Employment.** MGAA may cancel this Agreement without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement, on behalf of the MGAA is or becomes, at any time while the Agreement or any extension of the Agreement is in effect, an employee of, or a contractor to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to this Agreement receive written notice from MGAA, unless the notice specifies a later time.

32. **Clean Up.** Consultant shall at all times keep Agreement performance areas, including storage areas used by the Consultant, free from accumulation of waste material or rubbish and, before completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not property of MGAA. Upon completion of any repair, Consultant shall leave the work and premises in clean, neat, and workmanlike condition.

33. **Patents.** Consultant shall defend, indemnify, and hold harmless MGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by MGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to MGAA by Consultant under this Agreement.

34. **Records and Audit Rights.** Consultant's and all of its approved subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of all Consultant and subcontractor employees that work on the Agreement (all the foregoing collectively referred to as "Records"), must be open to inspection and subject to audit and/or reproduction during normal working hours by MGAA. MGAA is entitled to evaluate and verify all invoices, payments, or claims based on Consultant's and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Agreement. For any audit under this Section, Consultant and its subcontractors hereby waive the right to keep such Records confidential. MGAA is entitled to access to these Records from the effective date of this Agreement for the duration of the work and until five years after the date of final payment by MGAA to Consultant under the Agreement. During normal working hours, MGAA is entitled to access to all necessary Consultant and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. MGAA shall give Consultant or subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Agreement.

35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Consultant's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by MGAA. MGAA shall have the right to inspect the

papers of Consultant and any of Consultant's subcontractor's employees who work on this Agreement to ensure the Consultant is complying with this paragraph.

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

Board Action Item

Re: Resolution 26-38

To:	**Board of Directors**
From:	**Margi EvanSon, Director of Operations, Security & Maintenance**
Through:	**Scott Brownlee, Deputy Director** **J. Brian O'Neill, A.A.E., Executive Director/CEO**
Subject:	**Runway Rubber Removal and Pavement Markings Removal Truck – HOG Technologies – CIP 0284**
Date:	**August 18, 2026**

Proposed Motion

To authorize the purchase of a Runway Rubber Removal and Pavement Markings Removal Truck from HOG Technologies in an amount not to exceed $830,000.

Narrative

Mesa Gateway Airport Authority (MGAA) performs routine airfield pavement marking maintenance to ensure compliance with Federal Aviation Administration (FAA) requirements for runway and taxiway markings. Over time, aircraft tire rubber accumulates in touchdown zones and paint markings require periodic removal and replacement to maintain pavement visibility, friction characteristics, and regulatory compliance.

The purchase of a paint and rubber removal truck will allow MGAA to perform these maintenance activities with in-house staff rather than relying exclusively on contracted services. The equipment utilizes high-pressure water to remove rubber deposits and pavement markings while minimizing damage to the underlying pavement surface. In-house capability will improve scheduling flexibility, enhance compliance with FAA pavement marking and friction standards, reduce long-term maintenance costs, and extend the service life of airfield markings by allowing proper surface preparation before repainting. Based on current maintenance costs, the equipment is expected to provide a return on investment within approximately five to six years.

MGAA is a member of the Sourcewell cooperative purchasing organization. Through Sourcewell' s competitive solicitation process, Federal Signal Corporation, dba Mark Rite Lines Equipment Company, was awarded Contract No. 050625-MAR, under which its subsidiary, HOG Technologies, is an authorized provider; therefore, MGAA will utilize this competitively awarded contract to purchase the truck from HOG Technologies. This contract is available upon request.

Fiscal Impact

This purchase was included in the FY27 Capital Improvement Projects and is funded under CIP 0284.

Attachment(s)

Proposal

RESOLUTION NO. 26-38

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 of a Runway Rubber Removal and Pavement Markings Removal Truck from HOG Technologies in an amount not to exceed $830,000;

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 of a Runway Rubber Removal and Pavement Markings Removal Truck from HOG Technologies in an amount not to exceed $830,000. 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 August, 2026.

Scott Anderson, Vice Chair

ATTEST:

Misty Johnson, Clerk of the Board

APPROVED AS TO FORM:

Jill Casson Owen, Attorney

Stripe Hog® SH7500

Proposal for

Phoenix Mesa Gateway Airport

(“Buyer”)

Presented on

7/30/2026

by

FSC Highlander LLC dba Hog Technologies

(“HOG”, “Hog Technologies”)

Name	Michael Lettengarver
Title	Senior Director of North America Sales
Office	(561) 307-2217
Email	michael@thehog.com

Hog Technologies Company Overview

Hog Technologies has long been recognized as the leader of change and innovation in the roadway marking and maintenance industry. From our roots as contractors, now with more than 30 years of experience, to a humble start in manufacturing, it has been through the dedication of our **People**, innovation in our **Products**, and investment in our **Premises** that paved the way to offer the safest, most productive, and most reliable systems to more customers and in more countries than any other manufacturer in our space.

The team members at Hog Technologies have built a Customer-First culture around pace, urgency, flexibility, and attention to detail that lives through our **Anything, Anytime, Anywhere** call to action.

What started with the award-winning Stripe Hog Water Blasting System, has been fueled by innovation led by a desire to solve operator roadblocks and has since developed into a variety of best-in-class systems for pavement marking, grinding, and grooving, and rumble strip milling; so much that our products continue to be go-to-choice of many Airports, Municipalities and independent contractors in more than 55 countries.

We continue to invest in our facility to improve build times, respond urgently to parts orders, and host our valued customers in a way that demonstrates our commitment to excellence from the first handshake through long after the sale and delivery of a new HOG.

Some things we are most proud of:

- Our 105,000 sq. ft. Machining, Fabrication, and Production Facilities with seasoned experts in hydraulics, electrical, plumbing, and chassis integration
- A tenured team of creative and innovative Engineering & Design Professionals
- A dedicated, knowledgeable, & responsive Sales and Marketing Department
- World-Class Training & Certification Program for both our team members and our customers
- 24/7 Tech Support, staffed by HOG team members with support in nearly any language
- On-site parts warehouse with ~ $12 Million inventory that allows same-day shipping on 98% of orders

It is our unmatched work ethic and dedication to our processes that have fostered a celebrated reputation amongst our peers in the industry.

Our promise to each new HOG owner is to provide an exceptional customer experience throughout each step of our partnership so that each new HOG owner becomes a customer for life.

HOG is committed to YOU:
ANYTHING
ANYTIME
ANYWHERE

98% of the RIGHT Parts shipped SAME DAY!

We stock over $5 Million of parts inventory allowing us to ship 98% of parts orders in the same day the order is received. Hog keeps your equipment working and money in your pocket.

24/7 Technical Support

24/7/365 customer support is available with Certified Technicians within 10 minutes in multiple languages.

Training and HOG Tech University

Through Hog Tech University, we help you:

- **MAXIMIZE PRODUCTIVITY** – Certified operators who are trained by HTU and interact with Continuing Education courses consistently perform better than untrained or uncertified operators.
- **MINIMIZE COSTS** – Companies that only use Hog Technologies certified operators report lower spare parts and annual repair costs.
- **OPTIMIZE RESULTS** – Companies that only use HOG Certified Operators report higher profit margins, less surface damage, and higher customer satisfaction.

At HOG, training is not a one-time event, it is a continual process that starts with an event. Our training program consists of online training materials available 24/7 through Hog Tech University, including state-of-the-art videos with 3D animations taught by experts with decades of real-world experience. We Hog CERTIFY your operators to ensure they have the highest level of competence possible. This ensures safe and efficient operations. Important to note, Hog will not simply “pass” any operator. The candidate must be capable of safely and effectively operating the equipment or we will let you know.

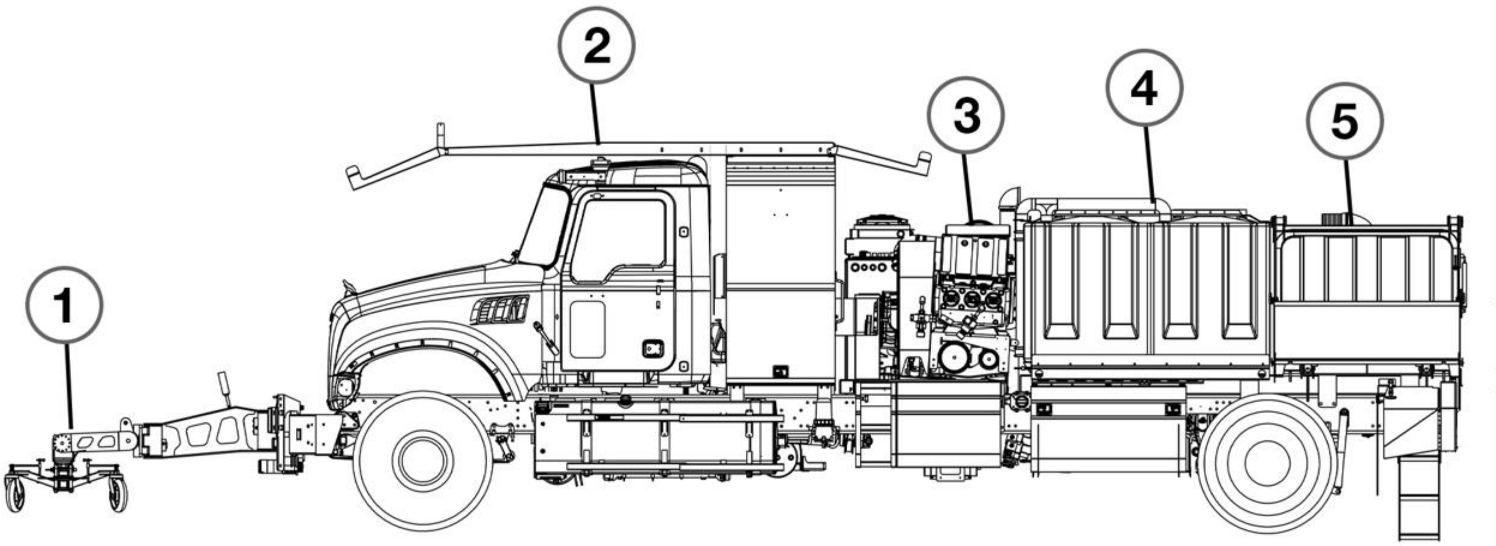
Hog Tech University is also a one-stop hub for online resources, documents, manuals, tech support videos, and more. By engaging through HTU, you are guaranteed to maximize productivity, minimize costs, and optimize your results.

What our customers say about HOG:

- **Contractor Shop Foreman**: “To be able to call Hog at 2:00 am and get a call back in 10 minutes is unbelievable, Hog does a very good job on Technical Support.”
- **Contractor Owner**: “If you have an issue they jump on it, they have people ready, able, and empowered to make decisions and make it right for the customer.”
- **Contractor Operator:** “We deal with a multitude of manufacturers and from a Customer Support standpoint Hog is the best.”
- **Airport Superintendent of Maintenance:** “When buying the Stripe Hog the experience from purchasing, training, all the way through to their parts ordering and follow up has been top notch. They are truly a company that knows how to get things done and will go above and beyond.”

Overview and Technical Specifications for the Stripe HOG® SH7500

Illustration Disclaimer: This picture is for illustration purposes only and does not necessarily represent the exact equipment and/or parts being offered in this Proposal. Components may be added or changed to enhance model performance. It is the Buyer's responsibility to confirm that the equipment and/or parts listed in the Proposal Summary correctly reflect the equipment and/or parts being purchased by the Buyer in the Proposal.



Estimated Weights
Empty: 26,500 lbs
Full water: 36,500 lbs

Estimated Dimensions
Length: 391”
Width: 105”
Height: 120”
Wheelbase: 256”

Stripe HOG Key Advantages and Features

1. Quick connections for Hydraulic and Ultra-High-Pressure water lines:
   - Easier to troubleshoot leaks and replace damaged lines
   - Allows the operator to change head configurations efficiently ensuring the right head is used for the right job
   - All heads are designed to make spray bar maintenance easier.

2. Patented in-cab controls and CCTV camera system:
   - Provides improved visibility which enhances safety
   - Increase productivity with more precise Waterblasting

3. HOG combo-skid:
   - Offers an infield serviceable pump to reduce downtime
   - Full access to blower’s components to ensure operator can maintain their system safely, and completely with ease

4. Water tanks with 1-micron pre-filter system
   - High-density polyethylene tanks for rust-free water storage
   - Filter system ensuring components are not impacted by water contaminants
   - Providing for longer equipment life and better production

5. Smart Tank:
   - Best-in-class recovery system with HOG’s patented de-watering system allows the operator to dump near-dry debris
   - Extends production time by eliminating the need to frequently stop for dumping slurry debris

Technical Specifications, Standard Features, and Options

1. Blasting Heads and HOG Arm


- Standard Head Configuration:
  - **One (1) Head Blasting Configuration**
    - Spray Bar sizes available in 6”, 8”, 10” and 14” (15.2cm, 20.3cm, 25.4cm and 35.5cm)
    - Quick spin-off/on replacement
    - Only (1) tool is needed (¾ wrench, included in Hog tool system)

- Optional Head Configurations
  - **HOG Tusk**
    - Combines Mechanical Grinding and Water Blasting Technologies
    - Reduces water consumption and doubles forward speed
      - **Cutting Path:** 9” (22.86 cm) or 13” (33.02)
      - **Nozzles:** 36 jets for 9”, 48 jets for 13”
      - **Teeth:** 6 teeth for 9”, 12 teeth for 13” (PCD)
      - **RPM:** 2,500 (adjustable)
      - **Cutting Depth:** PLC – controlled accurate to 5mil.
      - **GPM:** Up to 9-GPM @ 40,000 psi
      - **Vacuum:** Single 4”

  - **Multi-bar Heads**
    - Provides multiple heads under one shroud with no overlap
    - Available in three (3) configurations
      - 48” Triple Head (121.96cm)
        - Three (3) 16” (40.64 cm) spray bars under one shroud.
      - 36” Triple Head (91.44cm)
        - Three (3) 12” (30.48 cm) spray bars under one shroud.
      - 24” Twin Head (60.96cm)
        - Two (2) 12” (30.48 cm) spray bars under one shroud
    - The outer nozzles of each spray bar contain a fan nozzle which eliminates the gap between bars and heads in multi-head configurations, ensuring full cleaning coverage


- HOG Arm
  - 4-Axis Arm (standard)
  - **Optional** 5-Axis Heavy Duty Arm
  - **Optional** telescoping Hog arm - allows for versatility, multi-axis extendable and retractable arm with reach up to 3 ft (2.8 m)

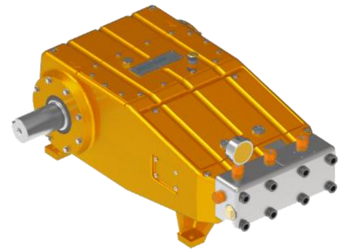
- **H**ydraulic sliding front bumper rail

2. Chassis & Operator’s cockpit

Domestically the SH7500 is built on a Mack Granite or Peterbilt 220. International customers should speak to your representative about chassis options.

- **Standard Chassis Color:** OEM White
  - Joystick and Control Panel
  - Joystick controller for precise positioning of blasting head
  - Custom control panel allows everything to be easily managed from the driver’s seat.
  - Distance counter

3. UHP water Pump & Vacuum recovery Blower



- Jetstream pump
  - 9 GPM (34 LPM)
    - 40,000 psi (2,750 bar).
    - Only 8 bolts for removal of pump manifold, no torque wrench needed
    - Complete pump-rebuild in 30 minutes by one person
    - Two-stage filter system: 20 micron/1 micron absolute
- Blower System
  - 4” Blower
    - **CFM:** 750 (1,274 m^3 / hr.)
  - 6” Blower upgrade option
    - **CFM:** 1,400 (2,378 m^3 / hr.)
  - Industrial silencer
  - Simultaneous vacuum recovery allows for new markings application in minutes

4. Water Tank

- Clean Water storage
  - (2) 600-gallon high-density polyethylene tanks = 1,200 gallons (4,542 liters)
  - 21” manway for interior access
- Bladder System
  - The patented Bladder system allows you to remove the gray water from the debris tank without offloading from the truck.
    - Bladder Systems extend run between stops, improving productivity and making compliance with more stringent municipalities or airports easier.

5. Smart Tank

- Debris Tank
  - 750-gallon (2,839 liters) stainless steel tank with remote control for dumping of debris.
  - Patented dewatering system for separation of recovered liquid and debris, leaving debris in nearly a dry state.
  - Includes air door seal
  - (2) air-actuated full port 3” valves for debris water release on vacuum tank.
    - Activated from inside the cabin.

6. Tool & Spare Parts Systems

- **Tool System:** A complete system holding all of the needed tools in an organized and easy-to-access lockable toolbox

  The Hog Tool System is another way that Hog gives you a competitive edge. At the most critical times, we keep your operators organized and prepared, so they are not digging for a tool on a dark road. Featuring foam cutouts and labeled drawers they will have the right tool, in the right place, and at the right time.

- **Spare Parts System:** An organized system to show current inventory, and the need to order parts and consumables that are most used on your HOG Truck.

  At Hog, we have developed a Spare Parts System that equips your team with the parts they need right at their fingertips. Labeled parts boxes supply you with both part numbers and appropriate quantities to keep in stock so you never run out at a critical time. It is not a bag or box of parts just thrown together; it is a system.

7. Additional Features

- **Cameras:** 2 HD Cameras on blasting head with 1 Monitor, and Back-up Camera and Monitor
- **Safety Lighting:** (1) strobe lights
- **Night Work Lighting:** (4) LED Work Lights on chassis, (1) LED Service Light by 40K pump
- **Toolboxes:** Smooth Black Tray Style
- **Wash Down System:** 4,000 psi (275 bar), 4-GPM pressure washer, cleaning wand, and a 50’ hose

HOG Technologies Equipment Purchase Agreement

As of the acceptance date, the undersigned ("BUYER") agrees to purchase the equipment with its options listed and at the prices indicated on the Summary Sheet below (the "Equipment") from Hog Technologies ("Hog Technologies", "HOG", or "SELLER") and subject to the following terms and conditions:

Summary

TO: Jeff Burwell
Phoenix Mesa Gateway Airport
5835 South Sossaman Road
Mesa, AZ 85212

Sourcewell Contract: **#050625-MAR**
Quotation # / Date: 7868 Rev2 / 7/30/2026
Quotation Expires: Valid through 8/312026
Salesperson: Michael Lettengarver
Terms: Per Quote

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Equipment:	SH7500 Stripe Hog Waterblasting System	1	$552,372.63	$552,372.63
Spare Parts:	SH7500 Spare Parts System	1	**Included**	**Included**
	Tool System	1	$2,500+Value	Included
Spray Bar(s):	14" 15 Jet Spray Bar	1	$2,485.99	$2,485.99
	22" 30 Jet Spray Bar Protector	1	$4,114.31	$4,114.31
Protector(s):	14" 15 Jet Spray Bar Protector	5	$61.85	$309.25
	22" 30 Jet Spray Bar Protector	5	$84.59	$422.95
Shroud:	14" Shroud	1	$582.08	$582.08
	22" Shroud	1	$1,678.04	$1,678.04
Brush(es):	14" Brushes	5	$74.58	$372.90
	22" Brushes	5	$90.35	$451.75
Training:	Refer To Section 3 below	1	**Included**	**Included**
Support:	24/7 Technical Support *Service to automatically renew & bill yearly. (Current & future support charges will be waived if Hog Partnership Program is initialed)*	1	**Included**	**Included**
Hog System Sales Tax:	State & County 8.3% Sales Tax	1	$46,711.56	$46,711.56
Estimated Waterblasting System Total:				**$609,501.46 ***
Chassis:	Mack Granite **	1	$168,450.00	$168,450.00
Chassis FET:	Federal Excise Tax (12%) is estimated on the chassis. *(if applicable this amount will be included on the invoice to be paid directly to Hog Technologies)*	1	$20,214.00	$20,214.00
Chassis Sales Tax:	State & County 8.3% Sales Tax	1	$13,981.35	$13,981.35
Estimated Waterblasting System and Chassis Total:				**$812,146.81 ***
Estimated Trainer Travel:	Training is provided at Hog Technologies facility located in Stuart, FL. To provide training at customer's location trainer travel costs will be added to the order. (This is an estimate of that cost for budgetary purposes.)	1	$4,500.00	$4,500.00
Estimated Outbound Shipping:	Estimated outbound shipping of the complete Hog system from Stuart, Florida, USA to the port nearest to AZA (Shipping prices are **estimates** and the then-current shipping rate shall prevail) Refer To Section 1 below	1	$13,050.00	$13,050.00
Estimated Total:				**$829,696.81 ***

** FSC Highlander LLC dba Hog Technologies reserves the right to pass through any costs associated with tariffs or any other governmental related charges that may be applicable to materials, parts, or components related to the BUYER's equipment build.*

Hog System and Chassis price does not include any applicable federal, state, or local tax including, but not limited to, a Federal Excise Tax (12%), Florida sales tax (6.0%), or the Discretionary Sales Surtax on the first $5,000.00 of Equipment or Chassis price. Buyer shall be responsible for the payment of all applicable federal, state, and local taxes at time of delivery. If Buyer is exempt from FET, an exemption form must be submitted to Hog Technologies with this Proposal and/or corresponding purchase order. Otherwise, FET will be applicable and included in this sale. Any Florida Title Work Fees incurred will be billed separately.

*** Chassis may be subject to a surcharge after the execution of this proposal. If a surcharge is imposed on a chassis by the chassis manufacturer, up until the date the equipment ships from the Hog Technologies facility, the customer is responsible to pay that surcharge. Hog will make every effort to communicate any surcharges as soon as we are made aware.*

1. Delivery & Shipping Terms: Estimated build, shipping, and delivery dates will be provided at the time of proposal and are subject to change. HOG provides no guarantee as to the exact build, shipping, and/or delivery dates and shall accept no liability for delays caused in part or in full during planning, production, testing, and/or shipping. The completed Equipment will be released from our facility only after the full and final payment has been received. For deliveries outside the U.S.A., shipping generally takes thirty (30) days from port to port. Furthermore, Hog Technologies shall not be liable for delays or non-performance caused by strikes, riots, sabotage, material shortage, priorities, acts of God, the public enemy, the Government or its agencies, common carrier(s), war, or any other reason however caused. FOB 3920 SE Commerce Ave, Stuart, FL, USA 34997. While Hog Technologies may act as an agent in the process, BUYER assumes responsibility and liability for shipping and all related costs, which may include but are not limited to disassembly, packaging, crate preparation, loading, transport, warehouse fees, unloading, forklift rental, and handling. Prices become fixed upon our acceptance of the signed proposal or issuance of a purchase order unless escalation terms are included and mutually agreed upon in writing. BUYER hereby acknowledges that all shipping rates are provided as estimates and shall be requoted at the time of shipping and that the then-current shipping rate shall prevail. For clarity, should the shipping rate adjust, either up or down, BUYER hereby agrees that the amount due shall be adjusted on the final invoice and due upon receipt, as the case may be.

2. Force Majeure: Service and deliveries of Equipment and Products by Hog Technologies are subject to and contingent upon floods, hurricanes and other extreme weather conditions, strikes or other labor disturbances, fire, accidents, war, global pandemics, delays of carriers, inability to obtain materials, failures of normal sources of supply, restraints of government (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond Hog Technologies' reasonable control (each, a "Force Majeure Event"). Hog Technologies shall advise BUYER of the reason for and anticipated length of any such Force Majeure Event. In the event a Force Majeure Event affects only a part of Hog Technologies' capability to deliver Product and/or Equipment, Hog Technologies will allocate deliveries among the requirements of all its affected BUYERs and Hog Technologies' own requirements in a fair and reasonable manner, as determined by Hog Technologies. BUYER will pay or reimburse Hog Technologies for any additional costs incurred by Hog Technologies relating to the delivery of any Product and/or Equipment to BUYER during a Force Majeure Event. Hog Technologies shall not be considered in breach of this Agreement to the extent that the performance of its obligations hereunder is prevented by a Force Majeure Event.

3. Training: Once the Equipment is received and ready for operational training, pictures of the Equipment on location must be sent to training@thehog.com. Upon receipt, all travel logistics will be completed, and the training schedule confirmed. BUYER may choose training to be at the Hog Technologies headquarters in Stuart, Florida, USA, or BUYER's location. If BUYER's location is chosen, following the completion of training, BUYER agrees to reimburse Hog Technologies for the cost of the trainer's airfare, lodging, rental car, and travel time. Initial training on the Equipment will be four (4) consecutive nine (9) hour days. Up to 3 Operators may be certified per training event and up to 1 additional person may be certified as a mechanic in the same event. A shift supervisor may also attend all or part of the training. Besides a designated shift supervisor, persons not intended to receive a Certificate of Completion may not attend the class in total or any portion, without the preauthorization of the trainer. Hog Technologies will provide training manuals and materials for the number of people specified to participate in the training. Additional manuals are available upon request. The fee is $75.00 per manual. In cases where a translator is needed, the trainer will admit the translator over and above these limits, and the translator will not be eligible for a Certificate of Completion. Hog Technologies can assist with the procurement of a translator; the expense will be billed directly to BUYER.

4. Certification and Licensing: Individuals who complete the initial training with at least 85 points are given a Certificate of Completion and Hog License. All certifications are valid for one year. All certified Operators and Mechanics are required to complete the continuing education program. The continuing education program provides knowledge and experiences each quarter that build on the initial training and support the success of the individual, BUYER's company, and the industry. **WARNING:** Placing an uncertified/unlicensed operator behind the wheel may cause serious damage to the road or runway surface and/or BUYER's Equipment. Additionally, allowing uncertified/unlicensed operators to operate your Hog Equipment can reduce productivity, reliability, performance, and the lifespan of your Equipment, as well as increase operating costs such as maintenance, parts, and consumables. Buyer Hereby is advised that **operation and/or maintenance by persons without Hog Technologies-issued Certifications/Licenses or with expired Certifications/Licenses will void the warranty.** Hog Technologies provides an "Operator Selection Guide" which is designed to assist in operator selection.

5. Maintenance, Service, and Support: After the sale, Hog Technologies provides support to our BUYERs by offering the following:

- All BUYERs are initially granted a complimentary membership to the exclusive Hog support center online (thehog.com/support/part-and-services.html). The support center features news releases, product upgrades, training videos, white papers, and performance tips. The website has a forum to interact with other Hog owners and operators in 56 different countries. You can also access the online store where you can order spare parts 24/7.
- Because Hog Technologies' Equipment operates in over 56 countries and 11 different time zones Hog Technologies maintains a 24/7 Customer Support phone line staffed with skilled and trained technical team members. Regardless of your location or time zone, Hog Technologies will make all efforts to respond to BUYER's calls quickly.

A charge as indicated on the summary page for the first year will be charged and subsequent annual renewals will be automatically billed at the same price per year on the anniversary of your initial training. The current and future support charges will be waived if the Hog Partnership Program agreement is signed.

6. Warranty: FSC Highlander LLC dba Hog Technologies warrants its components to be free from defects in material and workmanship while under normal use and service. Hog Technologies shall, at its sole option and no cost to BUYER, repair or replace any such defective part, but only to the extent that the defect was proximately caused by a failure in material or workmanship during the warranty period. The warranty evaluation by Hog Technologies as to the cause of the defect shall be conclusive. For approved warranty shipments, Hog Technologies will provide ground or economy shipping at no charge. If BUYER requests expedited shipping, the difference in the shipping costs will be invoiced to BUYER. Hog Technologies reserves the right to request the component(s) to be returned, freight pre-paid, for analysis before proceeding with any warranty claim. BUYER shall be responsible for payment of any replacement components requested. If the warranty claim is approved by Hog Technologies, credit will be issued for the components under warranty.

No warranty is made, either expressed or implied, for defects, failures, or malfunctions resulting from corrosion misuse, misapplication, over-pressurization, improper maintenance, and/or any modifications to the component as supplied by Hog Technologies. Any components replaced during the period of warranty will be warranted only for the remainder of the initial warranty period, and no extensions shall be made, unless in writing by Hog Technologies in addition to the provision of the terms of the original warranty. Hog Technologies will not be liable for (a) damage, abnormal wear, or consequential damage to the Equipment's components resulting from the use of replacement parts that are not furnished by Hog Technologies; (b) charges incidental to the removal of damaged or defective components; (c) to pay for lost time and/or profits or any consequential damages resulting from the failure of any component; (d) to pay rental fees for the use of other Equipment due to the failure of Hog Technologies Equipment or any components on the Hog Technologies Equipment; (e) damages to pavements, or any other property caused by Hog Technologies' Equipment operations or its failures.

- HOG Warranty Schedule - Warranty starts from the date of acceptance by BUYER. The date of acceptance shall be defined as the date the Equipment is received by BUYER. Acceptance of the Equipment shall imply agreement to the terms and conditions of this warranty.
- HOG Warranty Period - One (1) year (Unless otherwise provided for in the Summary Page) for covered Parts and Labor*

*For approved warranty claims that include labor, where the labor occurs at BUYER's location, Hog Technologies reserves the right to invoice BUYER for reimbursement of travel-related expenses.

*The HOG Warranty Program is contingent on the BUYER following the Hog Technologies Certification and Licensing Program's requirements and BUYER's operators remaining active and current thereto. The HOG Warranty program is model and Equipment-specific. Unskilled/untrained personnel are a liability to the welfare of the HOG Equipment and pavement surfaces. No warranty consideration is available for HOG Equipment that has been operated by personnel without a current, HOG-issued, Equipment-specific License.

Hog Technologies reserves the right to make improvements to future models without the need to retrofit or upgrade prior models. Hog Technologies shall not be obligated to perform retrofits and/or modifications to components manufactured prior to the incorporation of the new design and specifications.

Components that are not originally manufactured by Hog Technologies, including but not limited to, the truck chassis, Ultra-High-Pressure water Pump, OMSI (or other like Gear Box), and Positive Displacement Blower are warranted only to the extent of the respective original manufacturer's warranty and are subject to their allowance to us if found defective by them. Copies of other manufacturers' warranty statements will be supplied at the time of sale. **BUYER shall be responsible for warranty registration(s) with respect to components built or supplied by other manufacturers.** Hog Technologies will assist with warranty claims on components not originally manufactured by Hog Technologies.

7. Patents: Hog Technologies agrees to hold BUYER harmless against any claims of infringement of any US patent now issued that involves exclusive infringement of any mechanical apparatus claim of such patent, provided we are immediately notified in writing upon receipt of such claim and are given complete control of the defense with the right to defend or settle. Under no circumstances shall our liability hereunder exceed the price of the Equipment alleged to infringe. We reserve the right to make changes to the Equipment at any time to avoid patent infringement.

8. Acceptance: Prior to acceptance by both Parties, this proposal is not binding on either party and may be withdrawn or altered in any way and to any extent by an authorized agent of Hog Technologies. After acceptance by both parties, the signed proposal, now the "Contract" between Parties relating to the sale and purchase of the Equipment shall be construed in accordance with the laws of the State of Florida.

9. Validity: Unless otherwise indicated herein, this proposal is valid for seven (7) days from the date of issue. Individual provisions of the proposal are severable and if any provision(s) of this proposal shall be invalid, such invalidity shall not affect any other provision(s) that can be given effect without such invalid provision(s).

10. Prices: Unless otherwise indicated herein, prices are provided in US Dollars and are subject to change with or without notice at any time before the expiration date specified in this quote. Hog Technologies reserves the right to inform you of any errors or omissions and make such corrections before the acceptance of the agreement or the purchase order, as the case may be. Hog Technologies is not responsible for fluctuations in currency exchange rates and the price is in US Dollars (USD), fixed at the international exchange rate in effect at the time the signed proposal is received and accepted by Hog Technologies. Prices are subject to an increase in an amount equal to any tax or levy we may be required to collect or pay upon the sale of the Equipment herein quoted and any tax measured in whole or in part by the amount of such sale. If not included in the invoice for the Equipment, such an amount shall be invoiced later. BUYER assumes all responsibility and liability for shipping and all related costs, which may include but is not limited to disassembly, packaging, crate preparation, loading, transport, warehouse fees, unloading, forklift rental, and handling. Prices become fixed upon our acceptance of your purchase order unless escalation terms are included and mutually agreed upon in writing.

11. Payment Terms: Hog Technologies only accepts payment in US currency. Payments can be made in the form of a check or ACH transfer from banks based within the USA. Outside of the USA, wire transfers are accepted. BUYER agrees that if payment is not made, FSC Highlander LLC. reserves the right to place a lien on the Equipment. The Terms of Payment will include both the Equipment and Chassis payable to FSC Highlander LLC dba Hog Technologies. Federal Excise Tax (FET) will be included on the invoice if applicable.

- 100% due within 30 days after delivery.

As a customary business practice for international sales transactions, Hog Technologies utilizes Irrevocable Letters of Credit when the full amount of the quote herein is not paid in advance. Accordingly, BUYER, through their bank, will issue an Irrevocable Letter of Credit naming Hog Technologies as the beneficiary for the full amount of the quote herein denominated in the United States Dollar. For collection on the Letter of Credit, Hog Technologies will present the following documents: Commercial Invoice, Bill of Lading, Packing List, Certificate of Origin, and Insurance Certificate, if applicable.

Acknowledgments, Affirmations, and Acceptance

Payment Terms: BUYER has reviewed the Payment Terms and is prepared to make the deposit and subsequent payments as outlined above.
A late payment fee of 8% may be applied to unpaid balances **Initials** _____

Driveline Maintenance for Chassis Mounted Systems: Buyer is hereby advised that the factory-installed driveline has been modified and therefor has specific driveline maintenance requirements. Failure to adhere to these specific maintenance requirements may cause damage to the system, including driveline failure, and shall void the warranty. **Initials** _____

Custom Color Selections: All chassis will be the manufacturer's standard white, and all HOG components will be in Hog Technologies' standard colors unless indicated otherwise here.

- Custom chassis color option RAL code ____________ (Not applicable or standard if left blank) **Initials** _____
- Custom component color option RAL code _________ (Not applicable or standard if left blank) **Initials** _____

HOG Partnership Program: (Available for Water Blasters only)

This program is a partnership that provides the BUYER with specified discounts in exchange for a commitment to source all applicable spare parts and consumables from HOG. This allows HOG to offer improved support by being first-hand aware of the quality of products being used on HOG equipment and the BUYER the comfort of knowing that its Equipment and products are supported by HOG's warranty (as applicable) and tech support.

1. **HOG Commits to BUYER**
   a. Competitive pricing on all spare parts and consumables
   b. 98% of all parts shipped the same day the order is received.
   c. Full access to all Hog Tech University online content featuring hundreds of training videos related to any purchased vehicles & for all of the Buyer's HOG-trained operators & Mechanics. This includes ongoing continuing education content as released.
   d. A technician, trained on your equipment, is available to take or return calls 24 / 7 / 365.
   e. Scheduling preference will be given to HOG Partnership warranty work.
   f. A 10% discount on all training and on-site tech support calls, and consideration for discounts on future upgrades that may become available will be offered.
2. **Buyer Commits to HOG**
   a. Purchase all spare parts and consumables for Hog trucks and accessories from Hog Technologies.
   We encourage the Buyer to shop and compare prices from time to time to ensure our value remains competitive.
   b. If BUYER finds spare parts and/or consumables in similar quantities and of like quality for fifteen (15%) percent or less off the then-current pricing with Hog Technologies, and upon providing a written competitive quote Hog Technologies will, at its sole discretion:
      i. Lower its pricing on the specific part to within fifteen (15%) percent of the price submitted on the written competitive quote.
      ii. Provide a waiver for that part to be purchased elsewhere and note in our CRM system the BUYER's intention to source that part elsewhere, and the BUYER hereby waives its right to warranty coverage regarding incidents that could be attributed to the part.
   c. If BUYER is sourcing spare parts and consumables for HOG trucks from other suppliers and outside of the process as outlined above, Hog Technologies, at its sole option, may discontinue the current and future discounts applied to the 24/7 tech support fee, and BUYER will be responsible for paying the then current and all future annual tech support fee.

- BUYER **accepts** the benefits and requirements of the HOG partnership program, and notwithstanding the line item as indicated on the Summary as "Support", hereby also accepts the discount to Tech support fees (invoice will be adjusted accordingly) **Initials** _____

/or /or

- BUYER **waives** the benefits and requirements of the HOG partnership program and will pay the annual tech support fees **Initials** _____

- **Training Coordination Contact:**______________________________**Phone:**_______________________**Email:**_________________________
- **Accounts Payable Contact:**__________________________________**Phone:**_______________________**Email:**_________________________
- **Delivery Coordination Contact:**______________________________**Phone:**_______________________**Email:**_________________________

Tariffs: FSC Highlander LLC dba Hog Technologies reserves the right to pass through any costs associated with tariffs or any other governmental related charges that may be applicable to materials, parts, or components related to the BUYER's equipment build. **Initials** _____

ACCEPTANCE OF PROPOSAL

By signing below, the parties hereby accept and agree to be bound by the terms and conditions herein. This proposal, and once signed by both Parties, the contract (the "Contract") represents all arrangements and understandings between the parties and further, neither BUYER nor Hog Technologies shall be bound by any representation, negotiation, or condition whether written or verbal, that is not included herein. Any changes to the Contract shall be made in writing and subject to the acceptance of both Parties.

BUYER: ____________________________	SELLER: Hog Technologies
Print Name: ___________________________	Print Name: ______________________________
Print Title: ____________________________	Print Title: ______________________________
Signature: ____________________________	Signature: _______________________________
Date: _________________________________	Acceptance Date: __________________________

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

Board Action Item

Re: Resolution 26-39

To:	**Board of Directors**
From:	**Lori Collins, C.M., Business & Economic Development Director**
Through:	**J. Brian O'Neill, A.A.E., Executive Director/CEO**
Subject:	**Fourth Amendment to Terminal Concession Lease Agreement with TW Kind AZA LLC.**
Date:	**August 18, 2026**

Proposed Motion

To authorize a Fourth Amendment to the Terminal Concession Lease Agreement with TW Kind AZA, LLC. to update new food and beverage concepts and the associated space from which they operate.

Narrative

The Mesa Gateway Airport Authority (MGAA) strives to provide an effective and attractive Terminal Concessions Program that increases revenue and enhances the travel experience. TW Kind AZA, LLC (Tailwind) is the concessionaire that operates all the food and beverage service locations within the Airport Terminal. The food and beverage concession program currently includes Panera Bread, a generic coffee establishment, Macayo's Mexican Food and O.H.S.O. Brewery. The Terminal Concession Lease Agreement contains refurbishment improvement requirements to update and improve the appeal and function of the premises over the Term. The timing of the refurbishment provided Tailwind the opportunity to enhance the food and beverage options by including the national brands of Dunkin and Wetzel's Pretzels. Cold Beers and Cheeseburgers, a popular Arizona-based restaurant concept, will replace Macayo's and the generic coffee establishment. Panera Bread and O.H.S.O. Brewing will remain in their current locations.

The Fourth Amendment to the Terminal Concession Lease Agreement will update the brands identified in the Agreement and add the new space to be utilized by Dunkin.

Attachment(s)

Fourth Amendment to Terminal Concession Lease Agreement

Mesa Gateway Airport

RESOLUTION NO. 26-39

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 Fourth Amendment to the Terminal Concession Lease Agreement with TW Kind AZA, LLC. to update new food and beverage concepts and the associated space from which they operate;

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 Fourth Amendment to the Terminal Concession Lease Agreement with TW Kind AZA, LLC. to update new food and beverage concepts and the associated space from which they operate. 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 August, 2026.

____
Scott Anderson, Vice Chair

ATTEST:

____
Misty Johnson, Clerk of the Board

APPROVED AS TO FORM:

____
Jill Casson Owen, Attorney

Mesa Gateway Airport Authority
FOURTH AMENDMENT TO TERMINAL CONCESSION LEASE AGREEMENT

This Fourth Amendment to the FOOD & BEVERAGE SERVICES TERMINAL CONCESSION LEASE AGREEMENT ("**Amendment 4**") is executed to be effective as of the First (1st) day of August 2026 by and between the Mesa Gateway Airport Authority, formerly Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized and existing under the laws of the State of Arizona ("**MGAA**"), and **TW KIND AZA, LLC**, a Delaware limited liability company registered to do business in the State of Arizona ("**Concessionaire**"). MGAA and Concessionaire may be referred to jointly as "Parties," and each separately as a "Party."

RECITALS

A. MGAA and Concessionaire are parties to that certain Terminal Concession Lease Agreement dated and effective October 1, 2019 and as amended by the First Amendment on January 1, 2020, the Second Amendment on October 1, 2020, and the Third Amendment on September 1, 2024 and the Assignment and Assumption of Concession Lease Agreement on September 6, 2024 (collectively, the "**Agreement**"), with respect to Concessionaire's operation at the Airport Terminal at 6033 South Sossaman Road.

B. The Agreement was awarded pursuant to Request for Proposals 2019-009 (the "**RFP**"), under which MGAA awarded Concessionaire the following four (4) locations: Location F1, operating as split concepts under the trade names Macayo's and Infusion Coffee & Tea Crafters; Location F2, operating under the trade name Panera Bread; Location F3, operating under the trade name Starbucks; and Location F4, operating under the trade name O.H.S.O. Brewery (collectively, the "**Locations**").

C. MGAA and Concessionaire desire to add a new concession location, comprising Location F5-A and Location F5-B (collectively, "**Location F5**"), located in the Airport Terminal South Concourse and consisting of approximately 1030 square feet, at which Concessionaire shall operate a "Dunkin'." Location F5-A shall serve as the primary premises, and Location F5-B shall serve as the secondary premises for food preparation.

D. Concessionaire has requested, and MGAA has agreed, to permit Concessionaire to change the concept originally proposed and awarded for Location F1 to an American tavern and burger concept to be operated under the trade name "Cold Beer & Cheeseburgers" (the "**Location F1 Concept Replacement**").

E. Concessionaire has further requested, and MGAA has agreed, to permit Concessionaire to change the concept originally proposed and awarded for Location F3 to a soft pretzel quick-service concept to be operated under the trade name "Wetzel's Pretzels" (the "**Location F3 Concept Replacement,**" and together with the Location F1, "**Concept Replacements**").

F. MGAA and Concessionaire desire to enter into this Amendment 4 in order to add Location F5 and approve the Concept Replacements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment 4 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The provisions of SECTION 1.1.1 are hereby deleted in their entirety and replaced with the following:

1.1.1 MGAA hereby grants to Concessionaire, for the Term and under the conditions herein provided, an exclusive and revocable right to enter upon and use the Airport for the purpose of conducting its business as a TERMINAL FOOD & BEVERAGE CONCESSIONAIRE from certain spaces within the Terminal identified as Suite 119 (F1) and is comprised of approximately One Thousand Nine Hundred Eighty (1,980) square feet, Suite 157 (F2) and is comprised of approximately Two Thousand Four Hundred (2,400) square feet, Suite 179 (F3) and is comprised of approximately Six Hundred (600) square feet, Suite 161 (F4) and is comprised of approximately Two Thousand Six Hundred Sixty-Eight (2,668) square feet, Suite 125 (FS1) and is comprised of approximately Thirty-Seven (37) square feet of storage space, Suite 144 (FS2) and is comprised of approximately Two Hundred Three (203) square feet of storage space, and Suite 180 (FS3) and is comprised of approximately One Hundred Twenty (120) square feet of storage space. Commencing on August 1, 2026, the Premises shall further include Suite 300A (F5), comprised of approximately One Thousand Thirty (1,030) square feet. All of the foregoing spaces, as depicted in EXHIBIT A (the "**Premises**") which is attached hereto and made a part hereof. For purposes of this Agreement, the Terminal is that certain building located at 6033 S. Sossaman Road, Mesa, Arizona, as it presently exists or may subsequently be expanded in the future.

2. The provisions of SECTION 1.2 are hereby deleted in their entirety and replaced with the following:

1.2 Concession Location and Theme. Concessionaire shall operate the following concepts/brands in the assigned locations:

F1	Cold Beer & Cheeseburgers	Full service restaurant and bar
F2	Panera Bread	Quick serve food and coffee
F3	Wetzel's Pretzels	Quick serve pretzels and beverages
F4	O.H.S.O. Brewing & Distillery	Full service restaurant and bar
F5	Dunkin'	Quick serve coffee and pastries

3. The Parties acknowledge that the Passenger Traffic Trigger described in SECTION 1.6.1 has been achieved and that Concessionaire has continuously operated the F1 and F3 spaces in the ordinary course since such achievement. Accordingly, SECTION 1.5.3 and SECTION 1.6 (including subsections 1.6.1 and 1.6.2) are hereby deleted in their entirety, having been fully performed and of no further force or effect.

4. SECTION 22 of the Agreement is deleted in its entirety and hereby replaced with the following:

22. Title VI

22.1 General Civil Rights. In all its activities within the scope of its airport program, the Concessionaire 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, creed, sex, 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.

If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire.

The above provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and MGAA remains obligated to the Federal Aviation Administration.

22.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") 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 U.S.C. § 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) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 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 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 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 Concessionaires, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 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;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

22.3 Compliance with Nondiscrimination Requirements. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire"), agrees as follows:

22.3.1 Compliance with Regulations. The Concessionaire (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.

22.3.2 Nondiscrimination. The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire 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 including amendments thereto.

22.3.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Concessionaire 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 Concessionaire of the Concessionaire's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

22.3.4 Information and Reports. The Concessionaire 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 MGAA 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 Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to MGAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

22.3.5 Sanctions for Noncompliance. In the event of a Concessionaire's noncompliance with the non-discrimination provisions of this contract, MGAA 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 Concessionaire under the contract until the Concessionaire complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

22.3.6 Incorporation of Provisions. The Concessionaire will include the provisions of paragraphs 22.3.1 through 22.3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as MGAA or the Federal Aviation Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request MGAA to enter into any litigation to protect the interests of MGAA. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

22.4 Construction/Use/Access to Real Property Acquired Under the Activity, Facility, or Program. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Mesa Gateway Airport Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

a. The Concessionaire, for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

b. With respect to the Agreement, in the event of breach of any of the above Non-discrimination covenants, Mesa Gateway Airport Authority will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

5. EXHIBIT A shall be deleted in its entirety and hereby replaced by the new Depiction of the Premises attached hereto.

6. To the extent EXHIBIT G describes concepts, brands, themes, renderings, or floor plans for Locations F1 and F3 that are inconsistent with the Concept Replacements, or does not address Location F5, the terms of this Amendment 4 shall control. All other provisions of the Agreement referencing EXHIBIT G shall remain in full force and effect.

7. Concessionaire warrants and represents to MGAA that: (i) all necessary actions have been taken to authorize the execution of this Amendment 4 by Concessionaire; (ii) the persons who have executed this Amendment 4 on behalf of Concessionaire are duly authorized to do so; and (iii) this Amendment 4 constitutes a legal, valid and binding obligation of Concessionaire, enforceable against Concessionaire in accordance with its terms and the terms of the Agreement.

8. In all other respects the Food and Beverage Services Terminal Concession Lease Agreement shall remain unchanged and in full force and effect. The Agreement, as amended by this Amendment 4, shall continue to be binding upon MGAA and Concessionaire and their permitted successors and assigns.

9. All of the Recitals set forth above are incorporated into this Amendment 4 by this reference.

10. Concessionaire recognizes and acknowledges that execution of this Amendment 4 shall in no way constitute a waiver by MGAA of ay other sums which may be due and owing to MGAA or which may hereafter accrue.

IN WITNESS WHEREOF, the Parties have entered into this Amendment 4 as of the date first set forth above.

FOR MGAA:
MESA GATEWAY AIRPORT AUTHORITY,
a joint powers airport authority authorized by the State of Arizona

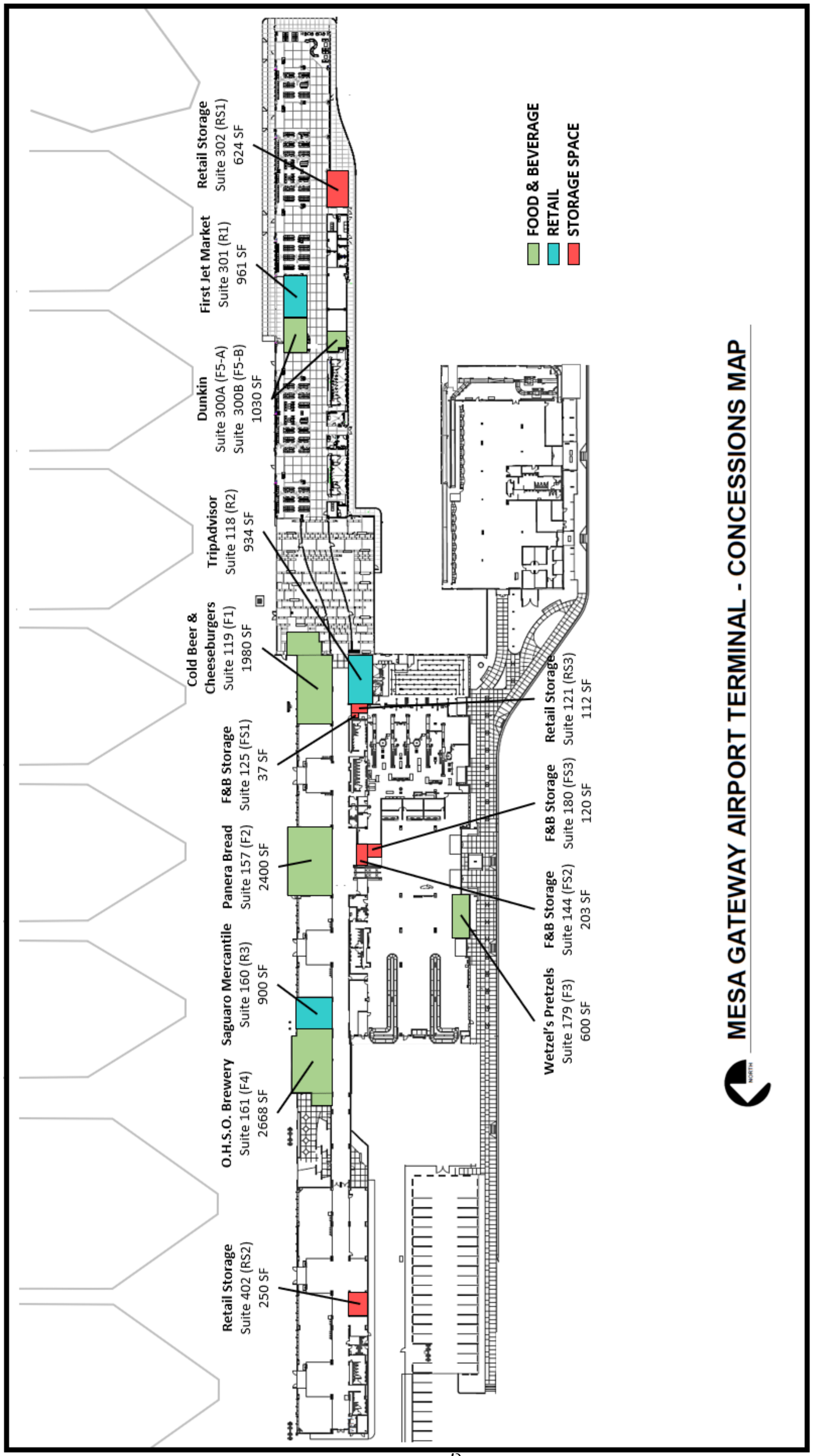
By: ______________________________
Name: J. Brian O'Neill, A.A.E.
Its: Executive Director/CEO

FOR CONCESSIONAIRE:
TW KIND AZA, LLC, a Delaware limited liability company

By: ______________________________
Name:
Its:

EXHIBIT A

Depiction of the Premises



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: June 2026 Financials
Date: August 18, 2026

Attached is the monthly Financials Report for June 2026.

Mesa Gateway Airport Authority
AIRPORT - All Operations P&L
June, 2026

FY26 Preliminary Operating Income Statement

	Month of June 2026				Y-T-D as of June 2026			
	June FY25 Actual	June FY26 Actual	YOY Variance	B/(W)	YTD FY25 Actual	YTD FY26 Actual	Y-T-D Variance	B/(W)
Aeronautical Operating Revenues								
Aircraft Parking	21,599	50,175	28,576	132%	357,870	641,696	283,826	79%
Fuel Flowage Fees	94,935	82,880	(12,056)	-13%	721,048	903,907	182,859	25%
Landing Fees	215,793	204,104	(11,689)	-5%	1,905,297	2,185,781	280,483	15%
Lease Income Aero	402,719	353,281	(49,437)	-12%	4,750,774	4,868,531	117,757	2%
Fuel Sales	1,147,223	1,735,556	588,332	51%	10,109,333	19,593,095	9,483,762	94%
Services Sold - Aero	640,747	598,662	(42,085)	-7%	5,791,108	5,847,234	56,126	1%
Sub-total Aero Operating Revenues	2,523,016	3,024,658	501,641	20%	23,635,430	34,040,244	10,404,815	44%
Non-Aeronautical Operating Revenues								
Concessions	132,164	139,947	7,783	6%	1,553,311	1,558,383	5,072	0%
Lease Income Non-Aero	118,029	168,228	50,199	43%	1,398,092	1,731,155	333,063	24%
Parking	613,458	655,868	42,410	7%	5,550,515	5,868,592	318,077	6%
Rental Car Fees	219,709	297,748	78,039	36%	3,515,473	3,745,384	229,911	7%
Svcs Sold - Non Aero	2,153	2,425	272	13%	183,651	277,824	94,173	51%
Sub-total Non-Aero Operating Revenues	1,085,512	1,264,216	178,704	16%	12,201,042	13,181,338	980,296	8%
Total Operating Revenues	**3,608,529**	**4,288,874**	**680,346**	**19%**	**35,836,472**	**47,221,582**	**11,385,111**	**32%**
Operating Expenses								
Cost of Goods Sold	827,513	1,431,075	(603,562)	-73%	6,747,084	15,664,758	(8,917,674)	-132%
Personnel	1,509,256	1,632,429	(123,173)	-8%	12,106,338	12,745,266	(638,928)	-5%
Comm & Utilities	109,653	110,589	(935)	-1%	1,194,720	1,242,613	(47,894)	-4%
Contractual Services	706,287	779,203	(72,916)	-10%	7,567,677	8,038,942	(471,265)	-6%
Insurance	54,492	51,305	3,187	6%	698,388	636,153	62,234	9%
Other	152,953	167,526	(14,573)	-10%	429,969	538,760	(108,791)	-25%
Repair & Maintenance	19,157	117,615	(98,458)	-514%	649,330	854,979	(205,649)	-32%
Supplies & Materials	88,172	112,353	(24,181)	-27%	896,660	948,865	(52,205)	-6%
Air Service Incentives [2,000,000]	-	-	-	0%	-	-	-	0%
Operating Contingency [3,042,018]	-	-	-	0%	-	-	-	0%
Total Operating Expenses	**3,467,483**	**4,402,095**	**(934,609)**	-27%	**30,290,166**	**40,670,336**	**(10,380,172)**	-34%
Operating Income (Loss) Before Depreciation	**141,046**	**(113,221)**	**(254,263)**	-180%	**5,546,306**	**6,551,246**	**1,004,940**	18%
	3.9%	-2.6%			15.5%	13.9%		

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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: **August 18, 2026**

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)
Request for Proposals	2027-001-RFP	Aviation Fuel Supplier	December 2026

Future Solicitations

Type Solicitation	Number	Title	Scheduled for Release	Anticipated Contract Award (Board Action)
Request for Proposals	2027-003-RFP	TSA HVAC Repair & Replace Phase 2	August 2026	November 2026
Request for Qualifications	2027-002-RFQ	Job Order Contracting	September 2026	December 2026

Equipment Disposals

To date, no equipment has been disposed of for FY27.

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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Management Information Report

To: Board of Directors
From: Carmen Parks, Engineering and Facilities Director
Through: Chuck Odom, Chief Financial Officer
J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: Emergency Procurement - Taxiway K Pavement Failure Design Services
Authorization of Services - Amendment
Date: August 18, 2026

This report is provided to inform the Board of the emergency procurement actions taken by staff in accordance with the Authority's Procurement Policy.

On June 23, 2026, staff executed an Authorization of Services with Kimley-Horn & Associates (Kimley-Horn) for $45,562.29 to perform pavement investigation, geotechnical testing, engineering evaluation, and schematic design for deteriorating pavement located on Taxiway K. The initial engineering effort was intended to determine the extent and cause of the pavement failures and evaluate potential repair alternatives.

Following completion of the investigation, Kimley-Horn confirmed significant deterioration within the existing asphalt pavement section. The investigation determined that the underlying pavement structure had experienced substantial failure, resulting in continued pavement distress and an increased risk of additional failures under aircraft loading.

As pavement conditions continued to deteriorate, Airport Operations implemented operational restrictions limiting the use of the affected taxiway by larger aircraft to maintain safe airfield operations.

Taxiway K serves as a critical connector to Runway 12C/30C. Because Taxiway G is scheduled to close in October 2026 for the Airport's planned taxiway reconstruction project, restoring Taxiway K prior to that closure became operationally critical.

Based on the deteriorating pavement condition, operational impacts, and compressed schedule necessary to complete repairs before the planned taxiway closure, staff determined that an emergency procurement was warranted in accordance with the Authority's Procurement Policy.

To support the emergency construction schedule, staff executed Amendment No. 1 to the Kimley-Horn Authorization of Services, adding $28,887.21 for final engineering design and Issued for Construction (IFC) documents. The total authorization is now $74,449.50.

Staff is proceeding with the emergency procurement of the construction work to ensure repairs can be completed before the planned October taxiway closure.

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Management Information Report

To: Board of Directors
From: Carmen Parks, Engineering and Facilities Director
Through: Chuck Odom, Chief Financial Officer
J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: Emergency Procurement – Ticketing Building Power Failure
Date: August 18, 2026

In accordance with the Authority's Procurement Policy, staff initiated an emergency procurement following the failure of the main pressure switch serving the Ticketing Service Entrance Section (SES).

During normal operations, staff investigated intermittent power fluctuations in the ticketing area and discovered arcing within the main electrical panel. The main SES switch was immediately de-energized, and an emergency electrical contractor confirmed that one of the switch's phase blades had welded itself in the closed position, creating an unsafe condition requiring immediate corrective action.

To maintain safe and reliable electrical service, staff implemented temporary measures, including a temporary generator provided by Empire and a temporary breaker provided by Sabino Electric. After evaluating permanent repair options, staff determined that a breaker retrofit proposed by CBS Field Services represented the most cost-effective long-term solution. The retrofit breaker is currently being manufactured and has an estimated lead time of approximately 16 weeks. The Authority will continue renting the temporary breaker until the permanent equipment is delivered and installed.

As of the date of this report, the Authority has incurred approximately $82,133.39 in emergency costs for system investigation, generator rental, temporary breaker rental, and the permanent breaker retrofit.

Additional costs will continue to be incurred during the repair process, including ongoing temporary breaker rental.

Upon completion of the repair, staff will provide the Board with a final update summarizing the work performed and the total costs incurred.

Mesa Gateway Airport

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Management Information Report

To: **Board of Directors**
From: **Carmen Parks, Engineering and Facilities Director**
Through: **Chuck Odom, Chief Financial Officer**
J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: **Emergency Procurement – FBO HVAC Unit Failure**
Date: **August 18, 2026**

On July 6, 2026, an HVAC unit serving the Fixed Base Operator (FBO) facility experienced a compressor short-to-ground failure, causing the unit to go out of service and impacting air conditioning to the FBO Lobby, customer service representative (CSR) desk, badging area, and Ready Room.

Facilities staff diagnosed the failure and restored limited operation by replacing a blown main fuse. While this temporarily restored cooling to the affected areas, the unit has continued to operate with only one of its two compressors, reducing its cooling capacity by approximately 50%.

The failed unit had already been identified for replacement as part of the Fiscal Year 2026 Capital Improvement Program (CIP), which includes the replacement of two FBO HVAC units. Because delaying replacement could have resulted in a complete loss of cooling capacity and further operational impacts, staff determined that an emergency procurement was necessary. To maximize efficiency, minimize mobilization costs, and avoid separate procurements for work that was already planned, staff elected to replace both FBO HVAC units concurrently under the existing CIP.

Facilities requested quotations from three qualified vendors. One quotation was received from a vendor able to begin the work immediately. Consistent with the Airport's Procurement Policy governing emergency procurements, staff determined that the circumstances warranted expedited procurement to protect airport operations and authorized the purchase. On July 22, 2026, staff authorized an emergency procurement in the amount of $110,900 for the replacement and installation of both FBO HVAC units. The procurement is within the approved $115,000 Capital Improvement Program budget for the project.

Staff will continue to monitor the project through completion and will advise the Board of any significant changes to the project scope or budget.