



Grand Junction Regional Airport Authority

Date: June 16, 2026

Location:

GRAND JUNCTION REGIONAL AIRPORT
2828 WALKER FIELD DRIVE
GRAND JUNCTION, CO 81506
AIRPORT TERMINAL - 3rd FLOOR CONFERENCE ROOM

or

Electronic Meeting

Link: <https://us02web.zoom.us/j/86199120424>

Time: 11:30 AM

REGULAR MEETING AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Approval of Agenda**
- IV. Commissioner Comments**
- V. Citizens Comments**

The Grand Junction Regional Airport Authority welcomes respectful public comments at its meetings. The Citizens Comment section is open to all individuals that would like to comment. If you wish to speak under the Citizens Comment portion of the agenda, please e-mail your comment to the Board Clerk (boardclerk@gjairport.com) 15 minutes prior to the meeting. Comments not related to specific agenda items will be addressed during the citizen comment section of the agenda. Citizen comments related to a specific action item will be addressed during the discussion of that action item. The Board Chair will indicate when you may come forward and comment. Please state your name for the record. Presentations are limited to **three minutes** and yielding time to others is not permitted. Speakers are to address the Chair, not each other or the audience, and are expected to conduct themselves in an appropriate manner. The use of abusive or profane language shall not be allowed. No debate or argument between speakers and/or members of the audience shall be permitted.

VI. Consent Agenda

- A. [May 19, 2026 Meeting Minutes](#) 1

- Approve the May 19, 2026 Board Meeting Minutes.

June 16, 2026

- B. [Aeronautical Use Ground Lease Amendment – State of Colorado, Division of Parks and Wildlife](#) 2
 - Authorize the CEO to sign Lease Amendment 1 to the State of Colorado, Department of Natural Resources Colorado Parks and Wildlife Aeronautical Use Ground Lease authorizing the first five-year extension option, incorporating new provisions required by Colorado Revised Statutes, and formally replacing the map exhibit with a previously board approved map.

- C. [General Services Administration Public Building Lease Amendment for the Transportation Security Administration \(TSA\) Office Lease](#) 3
 - Authorize the CEO to sign Lease Amendment No. DFC26 to incorporate language from Federal Acquisition Regulations to the General Services Administration, Public Buildings Service lease related to the space occupied by TSA in the terminal building.

- D. [Seventh Addendum to the Parking Lot Operating Agreement](#) 4
 - Approve the seventh addendum to the Parking Lot Operating Agreement with Republic Parking to extend the existing contract term for an additional one (1) month, expiring on July 1, 2026, and authorize the Chief Executive Officer to sign the addendum.

VII. Action

- A. [Gensler Work Authorization for Design Services for Phase 2 and 3 of the Air Traffic Control Tower \(ATCT\) Modernization Project](#) 5
 - Approve Gensler Work Authorization No. 018 in the amount of \$369,800 plus reimbursable expenses not-to-exceed \$5,500 for the design, construction documentation and bidding/permitting related to the next phase of ATCT Improvements and authorize the CEO to sign the agreement.

- B. [FCI Construction Contract for Rental Car Roof and RTU Replacement Project](#) 6
 - Authorize the Chief Executive Officer to execute a task order with FCI under the on-call General Contractor contract for the roof over the curbside area and rental car offices and RTUs over the rental car offices, up to a maximum project cost of \$640,000.

- C. [FCI Construction Contract for ‘Terminal Amenities’ Project](#) 7
 - Authorize the Chief Executive Officer to execute a task order with FCI under the on-call General Contractor contract for the ‘Terminal Amenities’ Project, up to a maximum project cost of \$3,326,000, including a 20% owner’s contingency.

VIII. Staff Reports

- A. CEO Report (Angela Padalecki)
- B. [Finance Report \(Sarah Menge\)](#) 8
- C. Project Report (Colin Bible)

IX. Any other business which may come before the Board

X. Adjournment

Grand Junction Regional Airport Authority Board
Regular Board Meeting
 Meeting Minutes
 May 19, 2026

REGULAR BOARD MEETING

I. Call to Order

Ms. Linde Marshall, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 11:30 AM on May 19, 2026 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3rd floor conference room as well as electronically.

<p><u>Commissioners Present:</u> Linde Marshall (Chair) Chris West (Vice Chairman) Dan Meyer Lee Kleinman Cody Davis Cody Kennedy Quint Shear</p> <p><u>Airport Staff:</u> Angela Padalecki (CEO) Dan Reimer (Counsel) - Virtual Victoria Hightower (Clerk) Sarah Menge Jennifer Kroeker Travis Portenier Jorryn Beagley (Ops Intern)</p>	<p><u>Guests:</u> Jeremy Lee, Mead & Hunt Brad Rolf, Mead & Hunt Kalen McCain, Daily Sentinel Rebekah Wagoner, Gensler Ashley Anderson, HUB Nikki Mosbrucker, HUB Kyle Judge Colin Bible, Garver Olivia Kochler</p>
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II. Pledge of Allegiance

III. Approval of Agenda

Commissioner Kleinman made a motion to approve the May 19, 2026 Board Agenda. Commissioner Shear seconded the motion. Voice Vote: All Ayes; motion carries.

IV. Commissioner Comments

Commissioner Kennedy shared that he will be continuing as the City representative on the Airport Board for another year.

Commissioner Kennedy commented that the Air Race event will be working more with the Sports Commission to explore possibilities.

V. Citizen Comments

None

VI. Executive Session

Commissioner Kennedy made a motion to move into Executive Session for the purpose of considering personnel matters, as authorized by Colorado Revised Statute Section 24-6-402(4)(f), specifically including the Chief Executive Officer's annual performance goals. Commissioner Davis seconded the motion. Voice Vote: All Ayes; motion carries.

Commissioner West made a motion to move from Executive Session back into a public meeting. Commissioner Kennedy seconded the motion. Voice Vote: All Ayes; motion carried.

Commissioner Davis left the meeting at approximately 12:50pm

VII. Consent Agenda

A. April 21, 2026 Meeting Minutes

- Approve the April 21, 2026 Board Meeting Minutes.

B. Airport Insurance Policy Renewal

- Authorize the CEO to select and sign 2026-2027 insurance policies up to a total annual policy period cost of \$212,000 with deductibles of no more than \$100,000.

C. Mead & Hunt Task Order #19 for Runway 12/30 Replacement Program FY 2026, 2027, and 2028 Construction Administration & Support Services

- Approve Mead & Hunt Task Order #19 for \$7,141,941.79 for Preconstruction Services and Construction Administration and support services associated with the FY 2026, 2027, and 2028 Pavement Construction schedules 3/4/5/6/7 and authorize the CEO to sign the Task order and any related notices to proceed consistent with the related construction schedule and approved AIP grant funding from the FAA.

D. Garver Task Order #1 for Runway 12/30 Replacement Program FY 2026, 2027, and 2028 Program Refinement and Scheduling, and Construction Coordination

- Approve Garver Task Order #1 for \$986,400 for Program Refinement and Scheduling, and Construction Coordination associated with the FY 2026, 2027, and 2028 Pavement Construction schedules 3/4/5/6/7 and authorize the CEO to sign the Task order and any related notices to proceed consistent with the related construction schedule and approved AIP grant funding from the FAA.

Commissioner Kennedy made a motion to approve the Consent Agenda as amended. Commissioner West seconded the motion. Voice Vote: All Ayes; motion carries.

VIII. Staff Reports

- A. Airport Operations Intern Report (Jorryn Beagley)**
- B. CEO Report (Angela Padalecki)**
- C. Finance Report (Sarah Menge)**
- D. Project Report (Colin Bible)**

IX. Any other business which may come before the Board

X. Adjournment

Commissioner Kennedy made a motion to adjourn the meeting. Commissioner Kleinman seconded the motion. Voice Vote: All Ayes. Motion carries.

The meeting adjourned at approximately 1:12 p.m.

Audio recording of the complete meeting can be found at [https://gjairport.com/Board Meetings](https://gjairport.com/Board_Meetings)

Linde Marshall, Board Chairman

ATTEST:

Victoria Hightower, Clerk to the Board

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Aeronautical Use Ground Lease Amendment – State of Colorado, Division of Parks and Wildlife		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the CEO to sign Lease Amendment 1 to the State of Colorado, Department of Natural Resources Colorado Parks and Wildlife Aeronautical Use Ground Lease authorizing the first five-year extension option, incorporating new provisions required by Colorado Revised Statutes, and formally replacing the map exhibit with a previously board approved map.		
SUMMARY:	<p>The Airport Authority and the State of Colorado have an existing Aeronautical Use Ground Lease for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission that was executed in 2016. The Lease agreement has a primary term from July 1, 2016 through June 30, 2026 and includes options to renew in Article 3.2 for three (3) additional terms of five (5) years each following the expiration of the primary term.</p> <p>The lease extensions within the lease are at the option of the Lessee and the CEO has the delegated authority to authorize ground lease extensions where the GJRAA’s consent is ministerial in nature so typically an extension would not be presented to the board for approval. However, the State of Colorado has also included new special provisions in Article 7 which are required by the state, and the amendment also replaces the existing map in Exhibit A with a more current version therefore the extension agreement is presented to the board for final approval.</p> <p>Legal Counsel, Dan Reimer has reviewed the proposed language and provisions and takes no exceptions with the proposed wording. Additionally, the revised exhibit was previously approved by the Board of commissioners at the May 2013 meeting, but was never formally incorporated into the lease agreement via amendment.</p> <p>Based on our review, staff and counsel recommend approval of the proposed amendment.</p>		
REVIEWED BY:	CEO and Dan Reimer, Legal Counsel		
FISCAL IMPACT:	No change to the fiscal impact of the lease – CPI adjustments are incorporated in April of even years		
ATTACHMENTS:	1. Lease Amendment 1 2. Aeronautical Use Ground Lease		
STAFF CONTACT:	Sarah Menge smenge@gjairport.com Office: 970-248-8584		

LEASE AMENDMENT #1

Cover Page

**Department of Natural Resources
Colorado Parks and Wildlife**
6060 Broadway, Denver CO 80216

Lessor

Grand Junction Regional Airport Authority
("Lessor" or "GJRAA")

Current Lease Maximum Amount

Initial Term

State Fiscal Years 2017-2026 \$13,480.88

Extension Terms

State Fiscal Year 2027 \$1,647.87

State Fiscal Year 2028* \$1,647.87

State Fiscal Year 2029* \$1,647.87

State Fiscal Year 2030* \$1,647.87

State Fiscal Year 2031* \$1,647.87

Total for Extension Term* \$8,239.35

Total for All

State Fiscal Years*: **\$21,720.23**

**As adjusted, in accordance with Lease
§4.2*

Original Contract Number

CT PMAA 20172274 / CMS 90289

Amendment Contract Number

CMS 204816

Lease Performance Beginning Date

The latter of the Effective Date or July 1,
2026

Current Lease Expiration Date

June 30, 2026

Amended Lease Expiration Date

June 30, 2031

Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

**LESSOR
GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY**

STATE OF COLORADO
Jared S. Polis, Governor acting by and
through the Department of Natural
Resources, for the use and benefit of the
Division of Parks and Wildlife and the
Parks and Wildlife Commission
Laura Clelland, Director

Signature

Printed Name

Signatory's Title

Kim Rogers, Real Estate Section Manager

Date: _____

Date: _____

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

Ion Cotsapas, Purchasing Director

Contract Effective Date: _____

1. PARTIES

This Amendment (the "Amendment") to the Lease, attached as **Exhibit B** (the "Lease"), is entered into by and between the Lessor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms of the Lease shall continue and be construed and interpreted therein.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date and shall have no obligation to pay Lessor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The term of this Amendment is as stated on the Cover and Signature pages above.

4. PURPOSE

The purpose of this Amendment is the occupation and use of a hangar as stated in section 1.11 of the Lease with a total square footage of 6,650 as shown in **Exhibit A**.

5. MODIFICATIONS

The Lease and all prior amendments thereto, if any, are modified as follows:

A. The Lease Initial Expiration Date is hereby deleted and replaced with the date shown above on the Signature and Cover Page for this Amendment.

B. The initial annual rent, to be adjusted in accordance with Lease §4.2, is shown in the Current Lease Maximum Amount table on the Signature and Cover Page for this Amendment.

C. The map in **Exhibit A** of this Amendment shall supersede the map/survey in **Exhibit B** of the Lease.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Lease, and the Lease and all prior amendments or other modifications, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Lease, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Lease or any prior modification to the Lease, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Lease to the extent that this Amendment specifically modifies those Special Provisions.

7. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project,

as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

E. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and venue shall be in the county in which the Property is located. Venue shall be proper in any county in which the Property is located if it is situate in more than one county.

F. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

G. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

SPs Effective 7/1/2022

EXHIBIT B
The Lease

ORIGINAL

CT PMAA 2017-²²⁷⁴~~202~~ / CMS 90289

AERONAUTICAL USE GROUND LEASE

**Grand Junction Regional Airport
Grand Junction, Colorado**

Between

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
800 Eagle Drive
Grand Junction, CO 81506
("GJRAA")**

And

**STATE OF COLORADO
acting by and through the
Department of Natural Resources,
for the use and benefit of the Division of Parks and Wildlife
and the Parks and Wildlife Commission
1313 Sherman Street Denver, CO 80203**

("Lessee")

Dated: 9/14, 2016

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AERONAUTICAL USE GROUND LEASE

This Aeronautical Use Ground Lease (the "Lease") is made and entered into on the date set forth in Paragraph 1.1, below, by and between the **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY** ("GJRAA"), formerly known as the Walker Field Public Airport Authority, a body corporate and politic and constituting a subdivision of the State of Colorado, and the Lessee as that term is defined in Paragraph 1.2, below.

Recitals

A. WHEREAS, the GJRAA is owner and operator of the Grand Junction Regional Airport and is authorized to enter into this Lease pursuant to C.R.S. § 41-3-101, *et seq.*;

B. WHEREAS, Lessee desires to lease a portion of the Grand Junction Regional Airport for aeronautical uses, which may include the construction and occupation of an aircraft hangar or other structure, or if already constructed, the occupation of an aircraft hangar or other structure; and

C. WHEREAS, the GJRAA desires to lease ground at the Grand Junction Regional Airport to Lessee and Lessee desires to lease ground and use the Grand Junction Regional Airport under the terms and conditions of this Lease, as well as any other applicable law and regulation.

NOW, THEREFORE, for and in consideration of the fees, covenants, and agreements contained herein, and for other good and valuable consideration, it is agreed and understood between the GJRAA and Lessee that:

1. Article 1: Basic Lease Information

In addition to the terms defined elsewhere in this Lease, the following defined terms are used in this Lease as well. To the extent there is any conflict between the basic information contained in Article 1, below, and more detailed information contained elsewhere in this Lease, the more detailed information shall prevail.

- 1.1 Date of Mutual Execution. 9/14, 2016
- 1.2 Lessee. Colorado Division of Parks and Wildlife
- 1.3 Lessee's Trade Name. CPW
- 1.4 Lessee's Address and Telephone Number. 1313 Sherman Street, 6th Floor, Denver, CO 80203

1.5 GJRAA'S Address and Telephone Number. 800 Eagle Drive, Grand Junction, Colorado 81506; (970) 244-9100

1.6 Airport: The Grand Junction Regional Airport, which was formerly known as the Walker Field Airport, and which is located in Grand Junction, Mesa County, Colorado.

1.7 Commencement Date. July 1, 2016

1.8 Expiration Date. June 30, 2026

1.9 Rent. Rent shall include both the Monthly Ground Rent, as altered from time to time, pursuant to paragraph 4.2 of this Lease, and other fees described in paragraph 4.3 of this Lease.

1.10 Monthly Ground Rent. The Monthly Ground Rent shall initially be \$1,208.97 per year, paid monthly at \$100.75, based on the area of the Premises, other than the Object Free Area ("OFA"). Lessee will not be obligated to pay rent for the OFA, but Lessee will be responsible for all maintenance and other improvements required for the OFA. For the remaining (non-OFA) area of 0 square feet of the Premises, (6,650 - 0 = 6,650) the above rent will be calculated as follows: \$0.1818 per square foot x 6,650 square feet = \$1,208.97 ÷ 12 months = \$100.75. Lessee, at its option, may pay the monthly rent in advance in annual payments of \$1,208.97.

1.11 Permitted Uses. The permitted uses shall include the construction and/or occupation of a hangar and/or other structure subject to the provisions of this Lease, which together with the Premises themselves, shall be used primarily for aeronautical purposes, including, but not limited to, the parking, storing and maintaining aircraft owned or leased by Lessee or other third parties, other activities associated with aircraft ownership, and aeronautical-related businesses. The permitted uses shall exclude the sale and provision of fuel to aircraft.

1.12 Premises. The property shown on the attached **Exhibits A and B** and any Improvements existing thereon when Lessee first takes possession.

1.13 Premises Square Footage. The Premises consist of a total of 6,650 square feet, which includes 0 square feet of OFA and 0 square feet of other area

1.14 Date to Complete Improvements. N/A

1.15 Additional Provisions. N/A

1.16 Improvements. Improvements shall include the aircraft hangar or other structure that has been constructed and erected, or which is to be constructed or erected on the Premises, as well as all hangar flooring, lighting, paving, fencing, grating and surfacing, underground and overhead wires, doors, cables, pipes, tanks and drains, and all property of every kind and nature,

which is attached to the Premises or which may not be removed without material injury to the Premises.

1.17 Minimum Standards. "Minimum Standards" shall mean the most current and up-to-date version of the Requirements and Minimum Standards for Commercial Aeronautical Services and Activities for Walker Field Airport, Grand Junction, Colorado. The version of the Minimum Standards in effect on the date this Lease was adopted by the GJRAA Board of Commissioners on December 19, 2000, and was last revised on July 19, 2005.

2. Article 2: Lease of Premises & Airport; Quiet Enjoyment

2.1 Use of Premises. In consideration of the payment of the Rent and the keeping and performance of the covenants and agreements by Lessee as stated herein, the GJRAA does hereby lease to Lessee the Premises, including any and all rights, privileges, easements, and appurtenances now or hereafter belonging to the Premises, subject, however, to all liens, easements, restrictions, and other encumbrances of record. Lessee leases the Premises in an "as is" and "with all faults" condition, without any express or implied warranties or representations from the GJRAA that the Premises, or any portions thereof, are suitable for a particular purpose, or can accommodate any particular weight or size of aircraft.

2.2 Use of Airport. Lessee is also granted the non-exclusive right to utilize such Airport runways, taxiways, taxi lanes, and public use aprons ("airfield areas"), and such other rights-of-way and access across the Airport ("Airport rights-of-way") as necessary for ingress and egress to the Premises, and to the extent necessary to enable Lessee to provide the Permitted Uses from the Premises. Lessee's use of said airfield areas and other Airport rights-of-way shall be on a non-exclusive, non-preferential basis with other authorized users thereof. Lessee shall abide by all directives of the GJRAA, the Federal Aviation Administration ("FAA"), the Transportation Security Administration ("TSA"), and any other governmental entity having jurisdiction over the Airport governing Lessee's use of said airfield areas and other Airport rights-of-way, either alone or in conjunction with other authorized users thereof.

2.3 Quiet Enjoyment. Upon the payment of Rent when due, as well as upon the payment of any other fees when due, and upon the performance of any and all other conditions stated herein, Lessee shall peaceably have, possess and enjoy the Premises and other rights granted herein, without hindrance or disturbance from the GJRAA, subject to the GJRAA's rights as discussed herein and/or pursuant to any applicable law or regulation. Notwithstanding the provision set forth in the preceding sentence or any other provision of this Lease, the GJRAA and any Lessee of the GJRAA shall have the right to traverse that portion of the Premises not occupied by a hangar or other structure, if the GJRAA, in its sole discretion, believes that such access is necessary or desirable for the efficient operations of the Airport, the GJRAA, or another Lessee.

2.4 Inspection by GJRAA. The GJRAA, through its authorized agents, shall have the right, at all reasonable times, and after notice to Lessee when practical, to enter upon the Premises to inspect, to observe the performance by Lessee of its obligations hereunder, and to do any act which the GJRAA may be obligated to do or have the right to do under this Lease, any other agreement to which the GJRAA is a party, or pursuant to any applicable law or regulation. Without diminishing the GJRAA's rights to inspect and perform under this paragraph, the acts of the GJRAA shall not unduly burden or interfere with Lessee's operations on the Premises.

3. Article 3: Lease Term and Options

3.1 Term. Subject to earlier termination as hereinafter provided, the primary term of this Lease shall be the period between the Commencement Date set forth in paragraph 1.7 above and the Expiration Date set forth in paragraph 1.8 above (the "Primary Term").

3.2 Options to Renew. Subject to the provisions hereof, upon expiration of the Primary Term of this Lease, and if and only if Lessee is not in material default beyond applicable cure periods under this Lease, Lessee shall have the option to renew this Lease for three (3) additional terms of five years each following the expiration of the Primary Term. All renewals shall be by formal amendment signed by the State Controller or his designee.

3.3 Additional Option Terms. The GJRAA shall offer an Additional Option to a Lessee if, and only if: N.A.

3.3.1 such Lessee requests the same at least 120 days prior to the expiration of the Primary Term of this Lease, the then-current option or Additional Option term, and

3.3.2 the GJRAA Board of Commissioners has not previously found, or found within sixty (60) days after such request by the Lessee, or by the close of the GJRAA Board of Commissioner's next regular Board meeting, whichever is later in time, that:

(a) the Improvements on the Premises have not been properly maintained (including painting) and do not meet current Minimum Standards as approved of by the GJRAA, the Improvements on the Premises do not meet any applicable code requirements, or the Improvements on the Premises are not in a condition expected to be serviceable in any respect for the additional five (5) year Additional Option term,

(b) the GJRAA intends to redevelop the area in which the Premises are located and/or use all or a portion of the Premises for purposes other than a lease to a Commercial Lessee or Storage Lessee, as the case may be with respect to the Lessee,

(c) Lessee is not in default under this Lease,

(d) Lessee is not in default in any other financial obligation to the GJRAA, and/or

(e) The granting of any Additional Option would not violate any FAA Grant Assurance or the provisions of any applicable law or regulation.

3.3.3 The factors referred to in paragraph 3.3.2, above, shall each be referred to as a "Disqualifying Factor" and collectively as "Disqualifying Factors." A determination of the existence of any Disqualifying Factor shall be made in the reasonable discretion of the GJRAA.

3.3.4 Lessees are encouraged to contact the GJRAA in advance of the option exercise windows described in paragraph 3.3.1 above to discuss the condition of the Improvements on the Premises, actions which may be necessary to bring the Improvements into the required condition of maintenance and/or serviceability, and any other actions necessary to meet the other requirements of paragraph 3.3.2 above.

3.3.5 The GJRAA may condition the exercise of an Additional Option on amendment of this Lease to incorporate such other standard and non-discriminatory terms as are then being offered by the GJRAA to other Commercial Lessees or Storage Lessees, as the case may be, under aeronautical use ground leases, and ground lease rates for each Additional Option term shall be set at reasonable rates existing at the time the Additional Option is exercised, as set forth in the GJRAA's then current rates established by the GJRAA's Fees and Charges, which rates shall thereafter be subject to the CPI adjustment set forth below.

3.3.6 For purposes of Paragraph 3.3, "Commercial Lessee" shall mean a Lessee which (a) regularly engages in fixed base operations, ground handling and servicing of air carrier and commuter airline operations, aircraft charter operations, flight training, aircraft rental, aerial photography, crop dusting, aerial advertising, aerial surveying, aircraft sales and services, sale of aviation petroleum products, aircraft repair and maintenance, sale of aircraft parts, and/or other commercial aeronautical services to the public, (b) has entered into or will enter into a lease with the Authority, and (c) meets, and in the case of an existing Lessee, has met for a period of not less than six (6) continuous months, the GJRAA's Minimum Standards then in effect for the type of aeronautical business operated by the Lessee. "Storage Lessee" shall mean any Aeronautical Use Lessee other than a Commercial Lessee as defined above.

3.4 Repair and Maintenance Punch-List.

3.4.1 If the GJRAA finds that the Disqualifying Factor found under Paragraph 3.3.2(a), above, exists, but that no other Disqualifying Factor does, then the GJRAA will determine if the Improvements on the Premises can be restored and/or made serviceable through reasonable repair and/or maintenance. If the Improvements on the Premises can be restored and/or made serviceable through reasonable repair and/or maintenance, the GJRAA shall provide Lessee with a listing of items to be repaired and/or maintained by Lessee (hereinafter "Punch List"), at Lessee's sole expense. The repairs and/or maintenance to be completed by Lessee shall be for the purpose of restoring the Improvements on the Premises to their original state, excepting reasonable wear and tear.

3.4.2 The GJRAA shall provide Lessee with the Punch List within thirty (30) days after the GJRAA's determination that the Disqualifying Factor found under Paragraph 3.3.2(a), above, exists. Lessee will then have remainder of its then current option term or Additional Option term to complete the Punch List to the satisfaction of the GJRAA. Provided that Lessee is proceeding with the necessary diligence to complete the Punch List, and upon thirty (30) days written notice to the GJRAA prior to the expiration of Lessee's then current option term or Additional Option term, Lessee may extend the time to complete the Punch List for a period of time not to exceed sixty (60) days. However, Lessee agrees that any extension of the period of time for it to complete the Punch List to the satisfaction of the GJRAA will not create a new tenancy for the Additional Option period and that the GJRAA will maintain its right to terminate the Lease. If the Punch List items are completed to the reasonable satisfaction of the GJRAA, Lessee shall then be eligible to exercise the Additional Option.

3.5 Surrender and Holding Over. If Lessee holds over or remains in possession or occupancy of the Premises after the expiration of this Lease without any written renewal thereof, such holding over or continued possession or occupancy shall not be deemed as a renewal or extension of this Lease but shall create only a tenancy from month-to-month which may be terminated at any time by the GJRAA upon thirty (30) days written notice. Such holding over shall be at 150% of the Monthly Ground Rent that was payable in the month prior to such expiration, (or in recognition that the Improvements shall then be the property of the Authority) or the hangar rental rate established in the GJRAA's then-current Fees and Charges, whichever is greater, and shall otherwise be upon the same terms and conditions as set forth in this Lease.

4. Article 4: Rent & Other Fees

4.1 Monthly Ground Rent. The Monthly Ground Rent for the Premises is initially the amount set forth in Paragraph 1.10 above. Within thirty (30) days of Lessee's completion of any Improvements on the Premises, Lessee will provide the GJRAA with a survey acceptable to the GJRAA (as determined by the GJRAA in its sole discretion) which shall be attached to this Lease as **Exhibit B**. Should the actual square footage of the Premises or the Improvements thereon (as determined by the Survey of the Premises to be attached as **Exhibit B**) differ from the initial estimate of the Premises or improvements' square footage (as shown by the Description of the Premises, attached as **Exhibit A**), then the Monthly Ground Rent shall be adjusted to accommodate for such difference according to standard GJRAA procedure.

4.2 CPI Adjustment. The Monthly Ground Rent for the Premises may be adjusted by the increase or decrease in the Consumer Price Index, using the U.S. City Average for all urban consumers ("CPI-U"), all items index, set forth in the October to October report published by the U.S. Department of Labor, Bureau of Labor Statistics, for the twenty-four (24) month period ending in the calendar year immediately preceding the calendar year in which the annual cost-of-living adjustment is to be made, or the period since the Commencement Date of this Lease, whichever is less. The initial CPI adjustment under this Lease shall be made on April 1st of the first even calendar year after the calendar year in which the Commencement Date falls, and

every even year thereafter. If the CPI-U index is no longer published by the U.S. Department of Labor, the parties to this Lease, as well as any successors or assigns, shall use the U.S. Department of Labor index or report most closely approximating the CPI-U.

4.3 Other Fees and Charges. In addition to the Monthly Ground Rent described above:

4.3.1 Lessee shall pay the GJRAA such fees as set forth in the GJRAA's current Fees and Charges, as they are adopted by resolution of the GJRAA Board of Commissioners (the "Fees and Charges"), and as the same may be amended from time to time, including those Fees and Charges that are adopted or amended after the Commencement Date of this Lease, for the usage of the Airport's disposal station, by Lessee, or by Lessee's successors, assigns, and/or sublessees.

4.4 Manner of Payment. Payment of Lessee's Monthly Ground Rent shall be made in advance, on or before the first day of each and every month during the term of this Lease. Payment of all other fees, if any, shall be made in accordance with procedures adopted by the GJRAA from time to time. All rental payments shall be made to the GJRAA at its address listed in Paragraph 1.5, or at such other address as may be specified by the GJRAA.

4.5 Late Charges. All amounts payable under the Lease may collectively be referred to herein as "Rent." Any payment of Rent, including Monthly Ground Rent, which is not received on the due date will be subject to a late charge equal to five percent (5%) of the unpaid Rent, or \$100.00, whichever is greater. This amount is in consideration of the GJRAA's additional cost of processing late payments. In addition, any Rent which is not paid when due, including Monthly Ground Rent, will accrue interest at a default rate of one percent (1%) per month (but in no event in an amount in excess of the maximum rate allowed by applicable law) from the date on which it was due until the date on which it is paid in full, with accrued interest. Any payments received shall be applied first to accrued interest, and then to the reduction of principal.

4.6 No Set Off. Except as may be expressly set forth herein, Lessee shall not have the right to set-off against any amounts owed to the GJRAA for any claims it may have against the GJRAA unless and until said amounts are agreed to by the GJRAA or reduced to final judgment.

4.7 New Federal Regulation. In the event the GJRAA is required to make additional direct expenditures in connection with the implementation of any future federal or state regulation imposed upon the GJRAA as a result, in whole or in part, of Lessee's operation, the GJRAA may call a conference for the purpose of discussing and determining methods of compliance and recovery from Lessee and others similarly situated, if any, of costs so incurred, and Lessee agrees to attend, in good faith, and agrees to reimburse the GJRAA for any reasonable costs it incurs for the implementation of these federal or state regulations.

5. Article 5: Improvements

5.1 Construction of Improvements. During the term of this Lease, Lessee shall have the right to construct, at its own expense, Improvements, alterations, or additions to the Premises, or to any Improvements presently located thereon, in furtherance of Lessee's authorized use of the Premises, provided that:

5.1.1 the Improvements, alterations, and additions are performed by qualified and licensed contractors or subcontractors; and

5.1.2 prior to the construction of any Improvements, alterations or additions to the Premises including, but not limited to, new improvements, major exterior changes to any existing improvements, changes in pavement, fences and utility lines, interior renovations that affect the structural integrity of any improvements, or office and hangar configuration, of any Improvements Lessee presently owns or may hereafter construct upon the Premises:

(a) Lessee submits the proposed plans to the GJRAA for its review;
and

(b) the GJRAA determines, in its sole discretion, that the proposed improvements, alterations, or additions are consistent with the Airport's master and land use plans, the GJRAA's Development and Architectural Covenants, and if applicable, the Minimum Standards, as the same may be amended from time to time, including those established or amended after the Commencement Date of this Lease

5.2 Cost of Improvements; Bond. Lessee shall construct all Improvements, alterations, and additions to the Premises at its own expense. If Lessee constructs improvements, alterations and/or additions, the same shall be constructed at Lessee's sole initiative and behest, and nothing herein shall be construed as an agreement by the GJRAA to be responsible for paying for them, and neither the Premises, nor the GJRAA's interest in said Premises or any Improvements, alterations or additions constructed thereon, shall be subjected to a mechanic's lien for any Improvements or alterations constructed by Lessee hereunder.

5.3 Timing of Construction. The Parties to this Lease, as well as their successors and/or assigns, hereby agree that Lessee shall have eighteen (18) months from the Commencement Date to obtain a Certificate of Occupancy or to otherwise fully develop the Premises. If such development is not timely commenced or completed, or if due diligence in pursuing such development is not demonstrated to the satisfaction of the GJRAA, then the GJRAA, in its sole discretion, shall have the right to terminate this Lease, and all of Lessee's interest in the Premises shall revert back to the GJRAA. If, however, Lessee has commenced development and is diligently pursuing completion of the development, but such development

will not be completed within the eighteen (18) month period allowed, then Lessee may petition, in writing, the GJRAA for an extension of time to complete the development. An extension of time to complete the development is not automatic upon application, but may be granted at the sole discretion of the GJRAA. If such extension is not granted, then the GJRAA shall have the right to declare the Lease void, and all of Lessee's interest in the Premises shall revert back to the GJRAA. The GJRAA makes no representations or warranties with regard to the above contingencies, and Lessee undertakes such efforts solely at its own risk.

5.4 Signs. No exterior signs, logos or advertising displays identifying Lessee or its successors, assigns, sub lessees or customers shall be painted on or erected in any manner upon the Premises, or in or on any Improvements or additions upon the Premises, without the prior written approval of the GJRAA, which approval shall not be unreasonably withheld. Any such signs, logos or advertising shall conform to reasonable standards to be established by the GJRAA, with respect to type, size, design, materials and location. All signs shall comply with all applicable city, county and state regulations.

6. Article 6: Maintenance, Utilities, Damage and Storage

6.1 Maintenance of Premise. During the term of this Lease, Lessee shall, at its own expense, maintain and keep all portions of the Premises, any Improvements, fixtures, and equipment thereon, any utility lines thereon or thereunder used by Lessee or its successors, assigns, and/or sub lessees, and any of Lessee's Improvements, fixtures, or equipment located elsewhere at the Airport, in good operating and physical condition and repair. Lessee shall repair any utility lines located on or under its Premises which are utilized by it or other third parties, if the damage to said utility lines was caused by Lessee, or by Lessee's board members, officers, agents, employees, representatives, contractors, subcontractors, successors, assigns, sub lessees, customers, guests, invitees, or anyone acting by, though, or under Lessee's direction and control. During the term of this Lease, Lessee shall maintain, at its expense, all portions of the Premises, any Improvements, fixtures, and equipment thereon, and all of its improvements, fixtures, and equipment located elsewhere at the Airport, in a safe and clean condition, and Lessee will not permit any unsightly accumulation of wreckage, debris, or trash where visible to the general public visiting or using the Airport. The determination of whether any accumulation is unsightly will be made at the sole, but reasonable, discretion of the GJRAA.

6.2 Utilities. During the term of this Lease, Lessee shall also be responsible for providing, at its own expense, all utilities and services, including but not limited to lighting, heating, air conditioning/cooling, water, gas, trash removal and electricity, required for the Premises and any improvements, alterations, or additions thereon. Lessee shall not permit any liens for utilities to be levied against the Premises.

6.3 Storage on Premises. Storage on the Premise shall be primarily for aeronautical purposes, including, but not limited to, the parking and storing of aircraft owned or leased by Lessee or other third parties, storage associated with aircraft ownership and aeronautical-related businesses.

6.4 Damage to Airport. Lessee shall be liable for any damage to the Airport and to any Improvements thereon caused by Lessee, or by Lessee's board members, officers, agents, employees, representatives, contractors, subcontractors, successors, assigns, sub lessees, guests, invitees, or anyone acting by, through, or under its direction and control, ordinary wear and tear excepted. All repairs for which Lessee is liable shall be made, at the GJRAA's option, (a) by Lessee at its own expense, provided that said repairs are made timely and to the GJRAA's satisfaction as to the quality of repair or, if not timely or satisfactorily made by Lessee, then by the GJRAA at Lessee's expense or (b) by the GJRAA at Lessee's expense.

6.5 Waste Prohibited. Lessee may not conduct mining or drilling operations, remove sand, gravel, rock or related substances from the ground, commit waste of the Premises of any kind, nor in any manner does that substantially change the contour or condition of the Premises without prior written permission of the GJRAA.

7. Article 7: Assignment and Subleasing

7.1 Assignment by Lessee. Lessee shall not assign its interest herein without the written consent of the GJRAA, which consent shall not be unreasonably withheld. All subsequent assignors and assignees shall be subject to this Lease as if they were the original Lessee/assignor.

7.2 Subletting. Lessee may not sublease all or any portion of the Premises, or all or any portion of the improvements thereon, without first obtaining written consent of the GJRAA for the sublease, which consent shall not be unreasonably withheld. Any such sublease must be in writing and in a form and for a rental amount and other consideration acceptable to the GJRAA, pursuant to the requirements of the Minimum Standards, by which such subLessee is authorized to do business at the Airport. Any sublease shall be in the form required by the GJRAA for all subleases, as the same may be amended from time to time, or in a form specifically approved by the GJRAA, including those forms that are created or amended after the Commencement Date of this Lease. The existence of any sublease or subleases shall not in any way relieve Lessee from its responsibilities as to the entire Premises under this Lease. Any default by a subLessee of its obligations to the GJRAA under any sublease shall constitute a default by Lessee of its obligations under this Agreement. Lessee shall not allow any subLessee to enter onto the Premises until the subLessee has properly executed a sublease and that sublease has been consented to by the GJRAA.

7.3 No Consent or Waiver. Consent by the GJRAA to one (1) sublease or assignment shall not be construed as consent or waiver of the GJRAA's right to object to any subsequent sublease or assignment. Acceptance by the GJRAA of rent from any subLessee or assignee shall not be construed to be a waiver of the right of the GJRAA to void any sublease or assignment.

7.4 Assignment by the GJRAA. The GJRAA may assign its interest herein, without the consent of Lessee, to any successor operator or proprietor of the Airport. The GJRAA shall give prior written notice to Lessee of any such assignment and of its rights and obligations hereunder.

8. Article 8: Compliance with Applicable Law; Environmental Covenants

8.1 Compliance with Law and the GJRAA Documents. To the extent authorized by law, Lessee shall observe and obey all statutes, rules, regulations, and directives promulgated by the GJRAA and other appropriate local, State, and Federal entities having jurisdiction over the Airport, including the FAA, the TSA, and the Environmental Protection Agency ("EPA"). To the maximum extent applicable, Lessee further agrees to perform all of its operations authorized hereunder in accordance with all of the terms and conditions of the GJRAA's Minimum Standards, Development and Architectural Covenants ("Architectural Standards"), Fees and Charges ("Fees and Charges"), the AOA Safety Procedures ("Safety Procedures"), Fuel Handling and Storage Procedures ("Fuel Procedures"), and Noise Compatibility Procedures, copies of which are on file in the offices of the GJRAA, as the same may be amended from time to time, including as they are established or amended after the Commencement Date of this Lease. Lessee acknowledges that it has reviewed the above documents or has knowingly waived its rights to review such documents. If any inconsistency exists between the terms of this Agreement and the terms of the Minimum Standards, Architectural Standards, the GJRAA's Fees and Charges, Safety Procedures, Fuel Procedures, and Noise Compatibility Procedures, the terms of this Agreement shall control. Lessee further agrees to comply with all verbal and written directives of the Airport Manager regarding Lessee's use of the Premises, the Airport's airfield areas, and other common areas elsewhere at the Airport.

8.2 Subordination. This Lease shall also be subject and subordinate to the requirements of any existing or future contracts or agreements between the GJRAA and Federal, State, or local governments, or any agencies thereof, and to the requirements of any Federal, State, or local statutes, rules, regulations, or directives governing the operation of the Airport, and the GJRAA shall not owe any damages to Lessee, such as lost profits or revenues, as a result of its compliance with said contracts, statutes, rules, regulations, or directives. The GJRAA shall also be excused from its obligations to pay Lessee eminent domain compensation under Article 12, below, or to provide substitute leasehold premises pursuant to Article 13, below, unless the payment of compensation or provision of substitute premises is specifically directed by the contract, statute, rule, regulation or directive involved.

8.3 Deicing Limitations. Lessee shall use only propylene glycol as a deicing agent unless Lessee receives written authorization from the GJRAA to use a different deicing agent. All deicing operations shall be conducted on the Airport deicing pad, and Lessee shall pay its

proportion share of glycol disposal costs in accordance with the GJRAA's then current Fees and Charges, which may be established or amended after the Commencement Date of this Lease.

8.4 Security. Lessee is wholly and completely responsible for, and shall comply with, all requirements of the Transportation Security Administration of the United States Department of Homeland Security with respect to security of the gates, doors or other entryways leading to the Airport's air operations area from the Premises.

9. Article 9: Nondiscrimination

9.1 Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises and any improvements thereon on the grounds of race, color, religion, sex, age, disability, or national origin; (2) no person on the grounds of race, color, religion, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under the Premises and the furnishing of services therein; and (3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

9.2 Lessee shall make and/or furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

9.3 This Lease is subject to the requirements of the US Department of Transportation's regulations governing nondiscrimination. Lessee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, age, religion, sex, or disability, in connection with the award or performance of any operating agreement relating to this Lease. Lessee further agrees to include the preceding statements in any subsequent sub-operating agreements at the Airport that it enters into and to cause those businesses to similarly include the statements in further agreements, as required by FAA Rules, Regulations and Directives.

9.4 Non-compliance with subparagraphs 9.1, 9.2, and 9.3, above, after written finding, shall constitute a material breach thereof and, in the event of such non-compliance, the GJRAA shall have the right to terminate this Lease and the estate hereby created without liability

therefor or at the election of either the GJRAA or the United States, or both, the GJRAA and the United States shall have the right to judicially enforce the provisions of subparagraphs 9.1, 9.2, and 9.3. However, this Lease cannot be terminated for non-compliance with subparagraphs 9.1, 9.2, and 9.3 until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

9.5 Lessee assures that it shall undertake an affirmative action program if so required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E on the grounds of race, creed, color, religion, national origin, age, disability, or sex. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it shall require that its covered sub-organizations, successors, sub-Lessees and assignees provide assurances to Lessee that they shall also undertake affirmative action programs and that they shall require assurances from their sub-organizations, if so required by 14 C.F.R. Part 152, Subpart E, to the same effect.

10. Article 10: Eminent Domain, Substitution of Premises, & Subordination

10.1 In the event that all or any portion of the Premises is taken for any public or quasi-public purpose by any lawful condemning authority, including the GJRAA, through its powers of eminent domain, or by private purchase by any public authority in lieu of the exercise of eminent domain, the proceeds, if any, from such taking or conveyance may be allocated between the GJRAA and Lessee according to the applicable law of eminent domain. If a portion of the Premises is so taken or sold, and as a result thereof, the remaining part cannot be used to reasonably continue the authorized purposes contemplated by this Lease in an economically viable manner, then this Lease shall be deemed terminated at the end of a period of sixty (60) days following said taking or conveyance. In that event, and at that time, Lessee shall surrender the Premises, Improvements (and the GJRAA's fixtures and personal property thereon, if any) to the GJRAA, and Lessee may remove its fixtures and personal property located upon the Premises, in accordance with the provisions of this Lease. No severance damages shall be paid by the GJRAA to Lessee as the result of the condemnation nor shall any damages be paid to Lessee as the result of the termination of this Lease.

10.2 The GJRAA may grant or take easements or rights-of-way across the Premises, in addition to the easements or rights-of-way identified in this Lease, if the GJRAA determines it is in its best interests and in accordance with applicable law to do so. If the GJRAA grants or takes such an easement or right-of-way across any of the Premises, in addition to those easements or rights-of-way identified in this Lease, Lessee may request compensation from the GJRAA for that easement or right-of-way and the GJRAA will determine whether compensation should be paid to Lessee, and if so, the amount thereof, in accordance with applicable law.

10.3 The GJRAA has the right to substitute Comparable Areas for all or any portion of the Premises, and any additions, alterations or improvements thereon, should the GJRAA, in its sole discretion, determine that a taking of the Premises, or any portion thereof or any

Improvement thereon, is required for Airport purposes. In the event that the GJRAA elects to exercise its right to substitute, all title, right and interest to the portion of Premises that is taken shall immediately vest in the GJRAA. Furthermore, the GJRAA may require Lessee to vacate the portion of the Premises taken. For the purposes of this Article, the term "Comparable Areas" is defined to mean a parcel of land within the Airport, or any additions or extensions thereof, similar in size to the Premises and brought to the same level of improvement as the Premises. The GJRAA shall bear all expenses of bringing the substituted area to the same level of improvement as the Premises, and of moving Lessee's improvements, equipment, furniture, and fixtures to the substituted area. If any of Lessee's improvements, equipment, furniture, or fixtures cannot be relocated, the GJRAA shall replace, at GJRAA's expense, such non-relocatable improvements and other property with comparable property in the Premises, and the GJRAA shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by Lessee, or any other third party whomsoever. It is the specific intent of this subparagraph that Lessee be placed, to the extent possible, in the same position it would have been, had the GJRAA not substituted new premises for the Premises; provided, however, that the GJRAA shall not be obligated to reimburse Lessee for any damages, including lost profits or revenues, due to such substitution, should the GJRAA elect to exercise its right to substitute.

10.4 Nothing in subparagraph 10.3, above, shall be construed to adversely affect the GJRAA's rights to condemn or exercise its rights of eminent domain in regard to Lessee's leasehold rights and interests in the Premises, and any improvements thereon, should the GJRAA, in its sole discretion, determine that it requires all or any portion of the Premises, and improvements thereon, for Airport purposes. The GJRAA may, at its sole discretion, exercise its leasehold condemnation rights in lieu of the GJRAA's substitution rights set forth in subparagraph 10.3, above. Nothing in this Article shall be construed as a promise by the GJRAA to substitute Comparable Areas for the Premises. In the event the GJRAA proceeds by way of condemnation or through the exercise of eminent domain, Paragraph 10.3 shall not apply.

10.5 This Lease and all provisions hereof shall be subject and subordinate to the terms and conditions of all existing and future instruments, documents, contracts, or agreements between the GJRAA and any Federal, State, or local government, or any agency thereof, as well as subject and subordinate to the requirements of any current or future Federal, State, or local statute, rule, regulation, ordinance, or directive governing the operation of the Airport, and the GJRAA shall not owe any damages to Lessee, such as for lost profits or revenues, as a result of the GJRAA's compliance with said instruments, documents, contracts, agreements, statutes, rules, regulations, ordinances, or directives. The GJRAA shall also be excused from its obligations to pay Lessee eminent domain compensation or to provide substitute leasehold premises pursuant to this Article for its compliance with said instruments, documents, contracts, agreements, statutes, rules, regulations, ordinances, or directives, unless specifically directed otherwise by those instruments, documents, contracts, agreements, statutes, rules, regulations, ordinances, or directives.

11. Article 11: Airport Development Rights; Emergency Use of Premises; Flight Paths; Height Restrictions.

11.1 In addition to the GJRAA's other rights set forth in this Lease, the GJRAA reserves the right to further develop or improve all areas within the Airport, including landing areas, as the GJRAA may determine, in its sole discretion, to be in the best interests of the Airport, regardless of the desires or views of Lessee, and without further interference or hindrance from Lessee. The GJRAA may, from time to time, increase or decrease the size or capacity of any airfield areas and Airport rights-of-way/facilities, make alterations thereto, reconstruct or relocate them, modify the design and type of construction thereof, or close them, or any portion or portions of them, either temporarily or permanently, without being liable for any damages, including lost profits or revenues, that Lessee may incur, and without being deemed to have terminated this Lease as a result thereof.

11.2 Lessee hereby permits the GJRAA to utilize all, or a portion of, the Premises, as well as the public airfield areas and any other parts of the Airport, should an emergency or other unforeseen circumstance arise at the Airport, and should the GJRAA determine, in its sole discretion, that the GJRAA needs to utilize all or a portion of the Premises, or other areas of the Airport, for business, media, first aid, or other purposes, during the pendency of said emergency or other unforeseen circumstance. The GJRAA shall use best efforts to attempt to locate alternative space on the Airport from which Lessee may conduct its business, while the GJRAA is utilizing all or a portion of the Premises during the pendency of the emergency or unforeseen circumstances. If the GJRAA is not able to find alternate space on the Airport from which Lessee may conduct his business during said emergency or unforeseen circumstances, then Lessee may be entitled to an abatement of ground rent, if permitted by applicable law, allocable to that portion of the Premises utilized by the GJRAA for the length of time that the GJRAA utilizes said portion of the Premises. Finally, regardless of whether the GJRAA is able to locate alternate premises on the Airport for Lessee to conduct its business, Lessee shall not be entitled to any damages, including lost profits or revenues from the GJRAA, as a result of the GJRAA's utilization of the Premises or other areas of the Airport during the emergency or unforeseen circumstances involved, and Lessee shall continue to owe the GJRAA all landing fees and other fees and charges that accrue during said period.

11.3 It shall be a condition of this Lease that Lessee reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating at the Airport.

11.4 The GJRAA reserves the right to protect the aerial approaches of the Airport against obstruction, including the right to prohibit Lessee from erecting, or permitting to be erected, any building or other structure on the Premises which would, in the judgment of the

GJRAA, limit the usefulness of the Airport or constitute a hazard to aviation. Lessee also expressly agrees, for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the Premises to such a height so as to comply with the Federal Aviation Regulations, including, but not limited to, Part 77. In the event the aforesaid covenant is breached, the GJRAA reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

11.5 GJRAA reserves the right to direct all activities of Lessee at the Airport in the event of an on-site emergency or in the event that Lessee's activities are substantially interfering with the use of the Airport by others.

11.6 Lessee expressly agrees for itself, its successors, and assigns to prevent any use of the Premises that would interfere or adversely affect the operation or maintenance of the Airport or that would otherwise constitute a hazard.

12. Article 12: Cooperation with GJRAA in Collecting Fees

12.1 Lessee acknowledges that commercial ground transportation operators who pick up their patrons at Lessee's Premises must pay access fees, as well as other fees and charges, to the GJRAA, pursuant to the GJRAA's Fees and Charges, as they may be amended from time to time, including those amounts established or amended after the Commencement Date of this Lease. Accordingly, in order to assist the GJRAA in determining the fees owed to the GJRAA by said ground transportation operators, Lessee will, to the best of its ability, provide in writing to the GJRAA on or before the fifth (5th) day of each month, the following information for each non-local taxicab, for-hire van, for-hire luxury limousine, for-hire people mover, for-hire bus, local hotel/motel courtesy vehicles, and off-Airport rental car operators (i.e., for each ground transportation vehicle operator other than local taxicab or on-Airport rental car operators) that picked up a ground transportation customer on Lessee's Premises during the preceding month: the name, business address, and telephone number of each operator involved; and the date and time of each customer picked up by each such operator during the preceding month.

12.2 Lessee shall provide to the GJRAA, or third-party governmental agency involved, such additional information or clarifications as may be requested, to (a) enable the GJRAA to calculate the landing fees, access fees, and other fees owed by aircraft and ground transportation operators to the GJRAA pursuant to the GJRAA's Fees and Charges, as the same may be amended from time to time, including those amounts established or amended after the Commencement Date of this Lease; (b) further the GJRAA's ability to market, promote and manage the Airport; or (c) to comply with governmental monetary collections and reporting requirements. Any subsequent changes or corrections in the information provided by Lessee shall be reported to the GJRAA and/or governmental agency involved within seven (7) days of Lessee's discovery of said changes or corrections.

12.3 Lessee shall not provide any storage or other services authorized hereunder to any aircraft operator, or permit a ground transportation operator to access its Premises to pick-up or drop off a ground transportation patron, if said aircraft or ground transportation operator is more than ninety (90) days delinquent in any monies owed to the GJRAA, and the GJRAA has sent written notice to Lessee instructing Lessee to cease providing its services or access to said operator.

12.4 Lessee shall comply with such other statutes, regulations, and directives regarding the collection, payment, and reporting of such taxes, fees, and other charges applicable to or for the benefit of the Airport, in the future.

13. Article 13: Expiration and Termination

13.1 Prior to the expiration or termination of this Lease, Lessee shall have the right to sell or transfer any Improvements on the Premises that is not the property of, or owned by, the GJRAA. However, any sale or transfer of these Improvements shall be subject to the consent or approval of the GJRAA, and the GJRAA shall not unreasonably withhold this consent or approval. Should Lessee sell or transfer the Improvements on the Premises that is not the property of, or owned by, the GJRAA prior to the expiration or termination of the Lease, and the GJRAA consents to and approves this sale or transfer, the GJRAA shall, in good faith, negotiate an Aeronautical Use Ground Lease with the new owner of the Improvements.

13.2 Upon the expiration or termination of this Lease, Lessee shall peaceably surrender to the GJRAA possession of the Premises, together with any Improvements, fixtures, or personal property of the GJRAA thereon (such as the GJRAA's security fencing and gating) in as good a condition as the Premises, and Improvements, fixtures, and personal property were initially provided to Lessee, with ordinary wear and tear excepted, without any compensation whatsoever, and free and clear of any claims of interest of Lessee or any other third-party.

13.3 Also upon the expiration or termination of the Lease, and provided that Lessee did not sell or transfer the Improvements on the Premises prior to the expiration or termination of this Lease, Lessee shall have all personal property and trade fixtures removed from the Premises, unless the personal property or trade fixtures are owned by the GJRAA, and shall restore the Premises to a good condition and repair. If Lessee is proceeding with the necessary diligence to remove these items and complete this work, upon thirty (30) days written notice to the GJRAA prior to the expiration or termination of the Lease, Lessee may extend the time to remove these items and complete this work for a period of time not to exceed sixty (60) days. Further, if Lessee is proceeding with "Punch List" work as outlined under Paragraph 3.4 above, Lessee will be provided sixty (60) days to remove the personal property or trade fixtures following the determination of the GJRAA that the Punch List items were not completed to its satisfaction, if that decision is made by the GJRAA. However, Lessee agrees that this additional period of time to remove any personal property or trade fixtures from the Premises, or any work necessary to return the Premises to a good condition and repair, will not create a new tenancy for any additional period of time and that the GJRAA will maintain its rights to terminate the Lease.

Following the expiration or termination of the Lease, Lessee shall, at the option of the GJRAA, either (a) leave the Improvements on the Premises in place, or (b) demolish the Improvements on the Premises, returning the Premises to a flat and level condition, and if the Premises was paved, re-paving the Premises to the same depth and specifications as it existed prior to the expiration or termination of the Lease. If the GJRAA elects to have Lessee demolish the Improvements on the Premises, Lessee will have sixty (60) days to complete this work, but the time period for Lessee to complete this work will not create a new tenancy for any additional period of time.

13.4 The GJRAA shall take title to, and full ownership of, all personal property and trade fixtures not removed by Lessee from the Premises within the time periods identified in Paragraph 13.3, above. Additionally, without any payment to Lessee, the GJRAA shall take title to, and full ownership of, any building, structure, or improvement that was on the Premises at the expiration or termination of the Lease, provided the GJRAA elects to have Lessee leave the Improvements on the Premises in place as outlined under Paragraph 13.3, above. Title and ownership of the personal property, trade fixtures, buildings, structures, or other improvements to the GJRAA under this provision shall be free and clear of any claim of interest by Lessee or that of a third-party.

14. Article 14: Default and Remedies

Lessee shall be in default of this Lease upon the happening of any of the following events or conditions ("Events of Default"):

14.1 default or breach by Lessee, or any of its successors, assignees, and/or subLessees, in payment or performance of any obligation, covenant, or liability contained or referred to in this Lease, or any approved sublease, as well as any default or breach of any of the terms or conditions of this Lease or any approved sublease;

14.2 the Lessee's death, legal incapacity, dissolution, or termination of existence, insolvency, business failure, appointment of a receiver for or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Lessee, or the general assignment of Lessee's rights, title and interest hereunder for the benefit of creditors;

14.3 the Premises being left vacant or unoccupied or apparently abandoned by Lessee for a period of thirty (30) days; or

14.4 the placement or assertion of any mechanics' lien or other lien on the Premises due to any act or omission by Lessee or those claiming under Lessee.

Upon an Event of Default as defined in paragraph 14.1, the GJRAA shall have the right to, and at its option may, exercise any one or more of the following rights and remedies, each of which shall be cumulative, as well as in addition to any and all other rights and remedies authorized by law or equity:

14.5 The GJRAA may, with or without terminating this Lease, bring and maintain any action for any amount due and unpaid and/or for specific performance. The GJRAA's damages shall be the total of all rent and costs and expenses of performance of all other covenants of the Lessee as herein provided due or to become due for the remainder of the lease term, together with the GJRAA's costs, incurred in retaking possession of the Premises, and bringing and pursuing the action. However, if the GJRAA obtains a judgment against Lessee for damages due to Lessee's breach or default of this Lease, and the GJRAA then leases the Premises to a third-party, the GJRAA shall offset the judgment against the Lessee with any amounts the GJRAA may realize from leasing the Premises to that third-party for the remainder of the lease term with Lessee, after deducting the GJRAA's costs and expenses incurred in connection with obtaining the judgment against the Lessee, as well as leasing the Premises to that third-party, which includes, but is not limited to, redecorating, altering, building, constructing, etc., to prepare the Premises for the lease to the third-party. The GJRAA shall have the sole discretion to determine the terms and conditions of leasing the Premises to the third-party.

14.6 The GJRAA may reenter and take possession of the Premises, remove all persons and property therefrom, and declare this Lease and the leasehold estate hereby created to be, and thereupon the same shall be and become, terminated and ended.

14.7 The GJRAA may, at its option, with or without declaring this Lease or the leasehold estate created hereby terminated or ended, occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for re-leasing, and may re-lease the Premises or any part thereof in order to mitigate the GJRAA's damages. The terms and conditions of such re-leasing shall be in the sole discretion of the GJRAA. All rent received by the GJRAA for the remainder of the lease term shall be applied first to the payment of expenses the GJRAA may have incurred in connection with recovery of possession of the Premises and/or preparing it for releasing, and the releasing, and then to the payment of amounts equal to the rent hereunder and the costs and expense of performance of the other covenants of Lessee as herein provided. Lessee shall, whether or not the GJRAA has released the Premises, pay the GJRAA all rent and other sums herein agreed to be paid by Lessee, less the net proceeds of the releasing, if any, as ascertained from time to time, and the same shall be payable by Lessee upon demand. If the GJRAA elects, pursuant hereto, to occupy and use the Premises, or any part thereof, during any part of the balance of the term of the lease as originally fixed or since extended, there shall be allowed against Lessee's obligation for rent or other charges as herein defined, during the period of the GJRAA's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein stated, and such occupancy shall not be construed as a release of Lessee's liability hereunder.

14.8 The GJRAA may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure any breach at the expense of Lessee and the cost of such incurred by the GJRAA in doing so, shall be deemed additional rent payable on demand.

14.9 In the event the GJRAA re-leases the Premises as authorized above, any and all of Lessee's improvements, structures, furniture, furnishings, equipment, and trade fixtures that are

in or on or about the Premises may be used by the GJRAA or its new Lessee until the expiration of the term, without any liability for rent, compensation, or other charge therefor; however, in such case, if on the expiration of the term or on an earlier termination of this Lease, the total net amount so collected or received by the GJRAA from and through any such re-leasing or operation has exceeded the total amount accrued and due and unpaid from the Lessee, then such excess shall be applied to the Lessee. Whenever a right of reentry is given to the GJRAA by the terms of this Lease, the GJRAA may exercise the same by agent or attorney, and with or without legal process, such process and demand for possession of the Premises being expressly waived by Lessee, and GJRAA may use all force necessary to make such entry and/or hold the Premises after such entry and/or to remove Lessee and/or any other person and property from the Premises; and the GJRAA shall be entitled, on application to a court of competent jurisdiction, to have a receiver appointed in aid of the enforcement of any remedy herein provided.

14.10 Lessee waives all right of redemption to which Lessee or any person claiming under Lessee may be entitled by any law now or hereafter enforced.

14.11 The GJRAA's retaking of possession of the Premises shall not constitute acceptance of surrender, eviction, or forfeiture of the Lease. The GJRAA and Lessee hereby expressly agree that if, after Lessee's default, the GJRAA retakes possession of the Premises, Lessee shall remain liable for all unaccrued rent, and all other obligations of this Lease for the remainder of the lease term, notwithstanding the GJRAA's reentry. Upon default, the GJRAA may exercise any and all of the remedies provided for herein in any order.

14.12 Any default by either Lessee or the GJRAA in the performance of any of the terms and conditions contained herein, other than the payment of Rent, shall be excused where due to force majeure, which, among other things, shall include natural catastrophes such as hurricanes, tornadoes, or floods, acts of God, acts of war, and governmental statutes, regulations, directives, or contracts governing the operation of the Airport, with which the GJRAA or Lessee must comply. This Paragraph shall not apply to a failure to timely pay any monetary amounts due.

15. Article 15: Miscellaneous Provisions

15.1 **Notices.** All notices and communications hereunder shall be given by depositing the same in the United States mail, postage prepaid, registered or certified mail, or via a nationally recognized overnight courier service having proof of delivery, and addressed to the relevant addresses as set forth in paragraph 1, above, or to such other address as either party may specify by notice, in writing, given to the other party. Notices shall be deemed given on the date of mailing and the date of mailing shall be the date shown on the post office registry or express service receipt. Notice given in a manner other than as specified herein shall be ineffective.

15.2 **Subordination.** Lessee's interest in the Premises shall be subordinated to those of any existing or future lender holding a mortgage or deed of trust on the Premises, and Lessee will, at the GJRAA's request, sign such subordination agreements or statements as such lenders may from time to time require.

15.3 **No Waiver.** The failure of either party to insist upon the strict and prompt performance of any of the terms, covenants, agreements, and conditions contained herein, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of such party's right or rights thereafter to enforce any term, covenant, agreement, or condition, but the same shall continue in full force and effect. The waiver of any breach of any term, covenant, agreement, or condition contained herein by either party shall not be construed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition. Should Lessee breach any of its obligations hereunder, the GJRAA may thereafter accept from Lessee any payment or payments due hereunder, and continue this Lease, but without waiving the GJRAA's right to exercise and enforce all available default rights hereunder, or any other remedies provided by law, for said breach or default.

15.4 **Lease Contingent.** If improvements on the Premises have not been constructed as of the date of this Lease, this Lease is contingent upon FAA approval of any construction or development plans by Lessee, and upon the approval of any applicable planning agency. The responsibility for obtaining any authorization from or approval of any federal, state, or local governmental agency shall be the sole responsibility and expense of Lessee. Lessee shall have 60 days from the date set forth in paragraph 1.1, above, to satisfy the foregoing contingencies. If, at the end of such 60 day period Lessee has not provided to the GJRAA clear evidence that such contingencies have been satisfied, or that substantial progress has been made toward satisfaction of same, then the GJRAA may terminate this Lease without penalty to Lessee.

15.5 Entire Agreement; Modifications; Termination of Prior Leases. This Lease constitutes the entire agreement between the parties with respect to the subject matter contained herein. Modifications or amendments to this Lease shall be effective only if made in writing and executed by the GJRAA and Lessee. This Lease shall replace and supersede all prior leases, amendments and addenda thereto and any other agreements between the GJRAA and Lessee with respect to the Premises, all of which shall be deemed terminated upon mutual execution of this Lease.

15.6 Time of Essence. Time shall be of the essence of this Lease, and the terms hereof shall be binding upon the heirs, personal representatives, successors, and permitted assigns of each of the parties hereto.

15.7 Headings. The article or other headings employed in this Lease are for convenience of reference only. Such headings shall not be interpreted as enlarging or limiting the meaning of any portion of this Lease.

15.8 Lessee Representations. Lessee represents that Lessee is the owner of, or fully authorized to use any and all services, processes, machines, articles, marks, names, or slogans used by Lessee in Lessee's operations under this Lease. Lessee, and those individuals executing this Lease on behalf of Lessee, represent that they are familiar with C.R.S. §18-8-301, *et seq.* (Bribery and Corrupt Influences) and C.R.S. §18-8-401, *et seq.* (Abuse of Public Office) and that they are unaware of no violations of the provisions thereof with respect to this Lease or operations to be conducted hereunder. With respect to Lessee, the undersigned represents he/she is authorized to execute this Lease on Lessee's behalf, and Lessee shall be bound as a signatory to this Lease by his/her execution of this Lease. Lessee also certifies, by signing this Lease, that neither it nor its principals, members, or managers are presently debarred, suspended, proposed for debarment, declared ineligible, or are voluntarily excluded from participation in this Lease by any federal department or agency. Lessee further agrees, by signing this Lease, that it will include this clause, without modification, in all subleases.

15.9 Fees and Memorandum. Lessee shall pay all legal and surveying fees and costs associated with the rental of the Premises under this Lease or any addendum hereto. Furthermore, Lessee shall assist the GJRAA, in any way deemed advisable in preparing, executing or recording a Memorandum of Lease relating to this Lease.

15.10 Invalidity. If any term or condition of this Lease or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Lease and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant, and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

15.11 GJRAA Representations. The GJRAA covenants and represents that it is the owner of the Premises, and has the right to enter into this Lease and grant the rights contained herein to Lessee.

15.12 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third-party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of landlord and Lessee.

15.13 Incorporation of Exhibits. The Exhibits to this Lease are integral parts of this Agreement and Lessee is bound by the terms set forth in them. If through oversight or otherwise, those Exhibits are not attached hereto, it is Lessee's responsibility to obtain copies of those Exhibits from the GJRAA.

15.14 Law and Venue. This Lease shall be interpreted in accordance with the laws of the State of Colorado and applicable federal law. Should either party believe it necessary to file suit to interpret or enforce any provisions of this Agreement, the exclusive venue and jurisdiction for said lawsuit shall be in the Mesa County, Colorado, or if federal court jurisdiction would be appropriate, then in the United States District Court for the District of Colorado.

15.15 All Terms Material. Covenants and agreements herein which would ordinarily be considered to be material shall be so considered herein. In addition, the parties recognize the special and unique nature of Airport operations; that the GJRAA operates the Airport under agreements with other government entities, pursuant to numerous laws, regulations and ordinances, and in furtherance of the public need, health and safety; each term, covenant and/or agreement, the breach of which by Lessee might materially adversely affect any such aspect of the GJRAA's operation of the Airport, shall also be deemed material, and any default in any such term, covenant and/or agreement shall be deemed to be a default in the Lease.

15.16 Right of Appeal. Whenever the Airport Manager is authorized by this Lease to make discretionary decisions affecting Lessee, or the Airport Manager is authorized by the GJRAA to make discretionary decisions hereunder, the Lessee shall be entitled to appeal such decision to the Board of the GJRAA. Any such appeal shall be in writing, shall be filed with the GJRAA within thirty (30) days of the complained of decision, shall clearly state each basis for appeal, and shall include copies of any documents upon which the appeal is based. The pendency of an appeal shall not relieve the Lessee from compliance with the decision of the Airport Manager. The taking of such an appeal shall be a condition precedent to the filing of any action by Lessee to enforce or interpret this Lease.

15.17 Limitation of Benefit. This Lease does not create in or bestow upon any other person or entity not a party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

15.18 Non-Exclusive Right. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended. The GJRAA reserves the right to grant to others the privilege and right of conducting any aeronautical or non-aeronautical activity at the Airport. The GJRAA reserves the right, during the term hereof, to reduce and reallocate space leased for the exclusive use of Lessee in any case where the failure to do so might reasonably constitute the granting by the GJRAA to Lessee of such an exclusive right.

Article 16: COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Contracts except where noted in italics.

16.1 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Contract shall not be valid until it has been approved by the State Controller or designee.

16.2 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

16.3 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

16.4 5. COMPLIANCE WITH LAW.

Seller shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

16.5 6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

16.6


7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

Done and entered into on the date first above written.

**GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY**

Dated: 7-8-16

By: 

Its: CHAIRMAN

LESSEE: STATE OF COLORADO
acting by and through the
Department of Natural Resources,
for the use and benefit of the **Division of Parks and Wildlife**
and the **Parks and Wildlife Commission**

Dated: 7/12/16

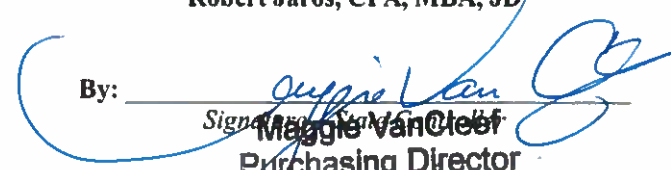
By: 
Margaret Taylor-Veach

Its: Assistant Director – Capital, Parks and Trails

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: 
Maggie VanClef
Purchasing Director

Date: 9/14/2016

Exhibit A

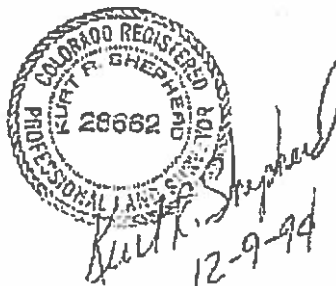
Description of Premises

A parcel of land located in Section 31, Township 1 North, Range 1 East, Ute Principal Meridian, Mesa County, Colorado, being more particularly described as follows:

Commencing at the Southwest corner of said Section 31 whence the Northwest corner of Section 31 bears North 01°53'27" East, thence North 39°46'03" East 5855.12 feet to the POINT OF BEGINNING:

Thence South 52°59'11" East 70.00 feet;
thence South 37°00'49" West 140.00 feet;
thence North 52°59'11" West 70.00 feet;
thence North 37°00'49" East 140.00 feet to the POINT OF BEGINNING.

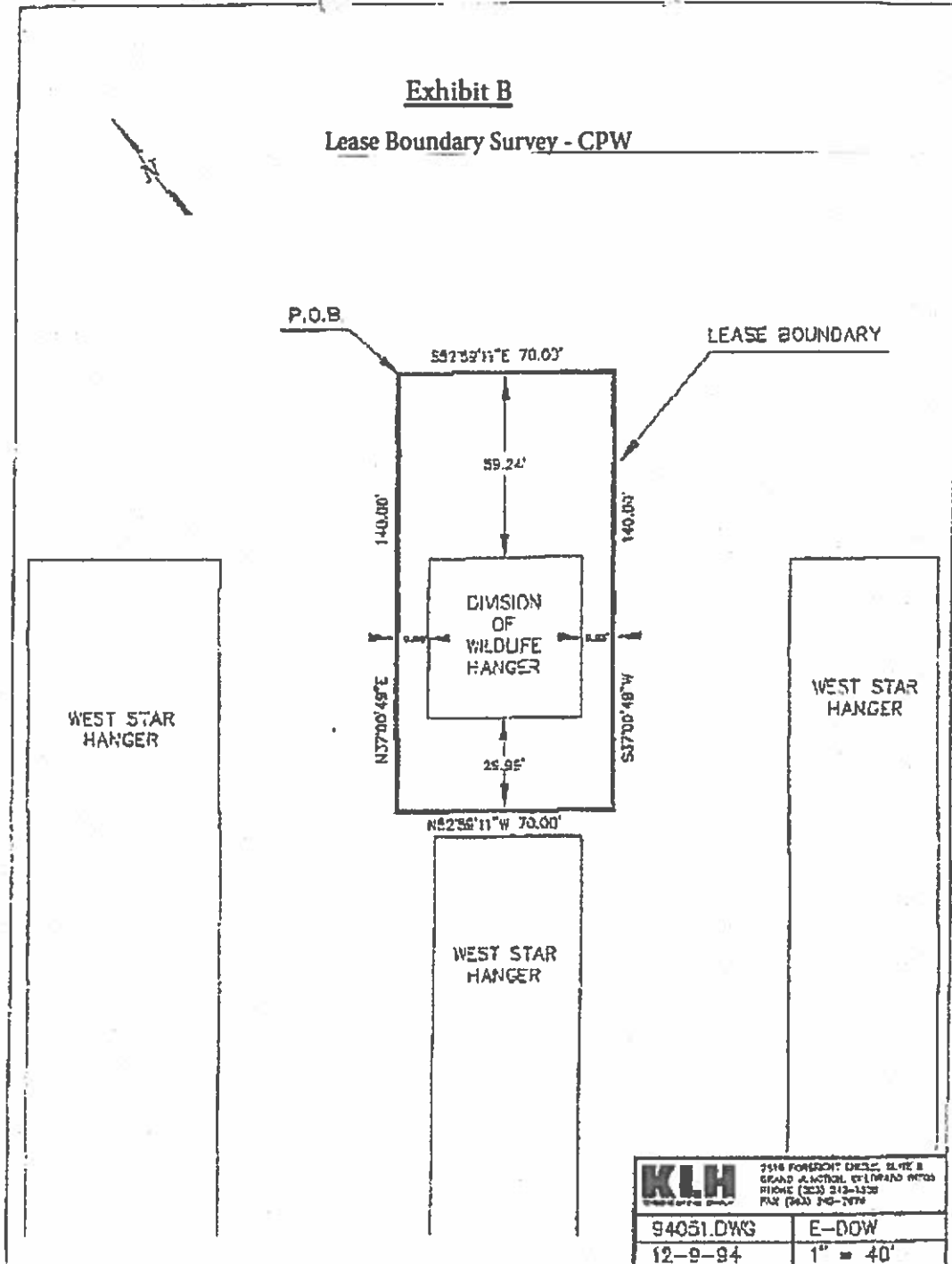
Containing 0.22 Acres more or less.



94051.LGL

Exhibit B

Lease Boundary Survey - CPW



Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC: General Services Administration Public Building Lease Amendment for the Transportation Security Administration (TSA) Office Lease

PURPOSE: Information Guidance Decision

RECOMMENDATION: Authorize the CEO to sign Lease Amendment No. DFC26 to incorporate language from Federal Acquisition Regulations to the General Services Administration, Public Buildings Service lease related to the space occupied by TSA in the terminal building.

SUMMARY: Authority staff were notified by the General Services Administration (GSA) that an amendment to our lease for the office space occupied by the TSA is required in order to incorporate clauses required under Executive Order 14398 "Addressing DEI Discrimination by Federal Contractors".

The lease amendment language was reviewed with Airport Legal Counsel, Dan Reimer who provided a Memorandum for All Federal Agencies published by the Attorney General that provided some guidance for recipients of Federal funding on what might constitute unlawful discrimination under the executive orders.

The guidance was reviewed by Victoria Hightower, HR Manager, Director of Finance and Administration, Sarah Menge, and Airport Employment Attorney, Michael Santo and GJRAA's current employment policies and practices were evaluated based on this guidance. In our evaluation, GJRAA staff and legal counsel do not believe that current policies or practices are unlawful, and therefore we believe that it is appropriate to accept the proposed amendment.

REVIEWED BY: CEO and Dan Reimer, Legal Counsel

FISCAL IMPACT: N/A

ATTACHMENTS: 1. Lease Amendment No. DFC26
2. GSA Lease No. GS-08P-LCO00514

STAFF CONTACT: Sarah Menge
smenge@gairport.com
Office: 970-248-8584

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	Lease Amendment No. DFC26
	TO LEASE NO. LCO00514
ADDRESS OF PREMISES WALKER FIELD AIRPORT 2828 Walker Field Dr Grand Junction, CO 81506	PDN Number: N/A

THIS AMENDMENT is made and entered into between
GRAND JUNCTION REGIONAL AIRPORT

whose address is: **2828 Walker Field Dr Ste 301**
Grand Junction, CO 81506

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

WHEREAS, the parties hereto desire to amend the above Lease to include the DEI Discrimination by Federal Contractors clause.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution, as follows:

The following FAR clause is hereby incorporated into this Lease:

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

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

FOR THE GOVERNMENT:

Name: Michael Stump
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

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.

INITIALS: _____ & _____
LESSOR GOV'T

LEASE NO. GS-08P-LCO00514

On-Airport Lease
GSA TEMPLATE L201D (OCT 2020)

A. This Lease is made and entered into between

Grand Junction Regional Airport Authority

(Lessor), whose principal place of business is 2828 Walker Field DR STE 301, Grand Junction, Colorado 81506-8667, 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

Grand Junction Regional Airport, 2828 Walker Field DR, Grand Junction, Colorado 81506-8667

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 **September 15, 2021**, and continuing for a period of

10 Years, 7 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:

DocuSigned by:
Angela Padalecki
B7E5F4D516F044C...
Name: Angela Padalecki
Title: Executive Director
Entity: Grand Junction Regional Airport
Date: 12/13/2021

FOR THE GOVERNMENT:

DocuSigned by:
Heather Jones
EBFC31...
Name: Heather Jones
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 12/13/2021

WITNESSED FOR THE LESSOR BY:

DocuSigned by:
Sarah Menge
CF7E681D9B764D2...
Name: Sarah Menge
Title: Director of Finance
Date: 12/13/2021

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS 3

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: **5,320.99** rentable square feet (RSF), yielding **4,627** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.149986365 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.

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: **5** parking spaces, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces and **5** shall be surface/outside parking spaces. 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.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2020)

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

	Years 1 - 7		Years 8 - 10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$181,392.47	\$34.09	\$190,438.15	\$35.79
Operating Costs	\$0	\$0	\$0	\$0
Full Service Rate	\$181,392.47	\$34.09	\$190,438.15	\$35.79

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **4,627** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. 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.

D. 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.

E. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- The leasehold interest in the Property described herein in the paragraph entitled "The Premises,"
- Performance or satisfaction of all other obligations set forth in this Lease; and
- All services, utilities, and maintenance required for the proper operation of the Property, 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.

B. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 RENEWAL RIGHTS (OCT 2016)

This Lease may be renewed at the option of the Government for a term of two 5 YEAR renewal options at the following rental rate(s):

OPTION TERM, YEARS 11-15		
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	TBD	TBD
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

OPTION TERM, YEARS 16-20		
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	TBD	TBD
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least 120 days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

Termination rights outlined "Termination Rights" paragraph apply to all renewal terms.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2020)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	2	A
GSA Form 3517B, General Clauses	18	B
Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	4	C

1.07 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$0 per RSF.

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2020)

Lessor's Unique Entity Identifier (currently Dun & Bradstreet DUNS Number): 156135394.

LESSOR:  GOVERNMENT: 

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

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. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but 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.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located .
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable 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]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract shall mean this Lease.
- G. Contractor. Contractor shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the Lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. The Property is defined as 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.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet 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.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

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 2018)

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 waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) 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 (JUN 2012)

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 Government 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.

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 **Grand Junction 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.

LESSOR:  GOVERNMENT: 

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 (SEP 2013)

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 is 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 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 Office 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 (DEC 2011)

A. 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").

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

- 1. 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
- 2. 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).

C. 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 (FEB 2007)

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

3.07 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) (APR 2011)

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

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.

LESSOR:  GOVERNMENT: 

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 Lessor shall follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input checked="" type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input checked="" type="checkbox"/> PAINTING FREQUENCY	<u>See Section 5.02</u>
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>as needed</u>	Space <u>every 5 years</u>	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> RESTROOM SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Public Areas <u>as needed</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>1 x annually</u>		

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 **3:45 AM to 7:00 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) (JUN 2012)

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 Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 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 (FEB 2020) INTENTIONALLY DELETED~~

4.07 INDOOR AIR QUALITY (OCT 2019)

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 1000.8), OSHA regulatory limits, 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, to ascertain the source and severity of the complaint.

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 and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

4.08 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2018)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

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

B. 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 visible mold or actionable airborne mold.

1. Actionable mold is either 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. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

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 mold, 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.

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SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 ~~ROUTINE CLEANING AND DISINFECTING SERVICES (ON-AIRPORT) (OCT 2020)~~ INTENTIONALLY DELETED

5.02 JANITORIAL SERVICES

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily
- Empty all waste baskets and replace liners
 - Clean Bathroom and restock as needed
 - Replenish paper towels and soap in kitchen area
- B. Weekly
- Dust horizontal, low and high surfaces up to 8 feet, including windowsills
 - Dust all exposed filing cabinets, bookcases and shelves
 - Sweep and spot clean hard floors
 - Vacuum carpet areas
 - Sweep and spot clean hard floors (twice weekly, M-F)
 - Damp mop hard floor with sanitizer
 - Clean outside of microwave and fridge
 - Wipe down TSO breakroom area counters, sink, and tables with sanitizer (twice weekly, M-F)
- C. Twice Annually
- Top to bottom cleaning – Panels, walls, light fixtures, all exposed horizontal surfaces
 - VCT Tile – Power scrub and rinse extract tile – Nov and Apr
 - VCT Tile – Refinish floor with EPIC urethane coating
 - Vacuum upholstered chairs and wipe down non-upholstered chairs
 - Steam clean upholstered chairs
 - Clean interior/exterior windows
- D. Annually
- Shampoo carpets in all offices
- E. As Needed
- Replace soap and paper towels in kitchen and restrooms
 - Replace lightbulbs
 - Spot clean walls and doors

5.03 AIRPORT DE-FEDERALIZED

The Government reserves the right to terminate the lease with sixty (60) days written notice to the Lessor at any point during the term of the lease, including the firm term, should the airport become de-federalized.

EXHIBIT A



Exhibit A Level 2
1,497 Square Feet

CONFERENCE ROOM 134

LOBBY

OPEN TO BELOW
Exhibit A Level 3
3130 Square Feet

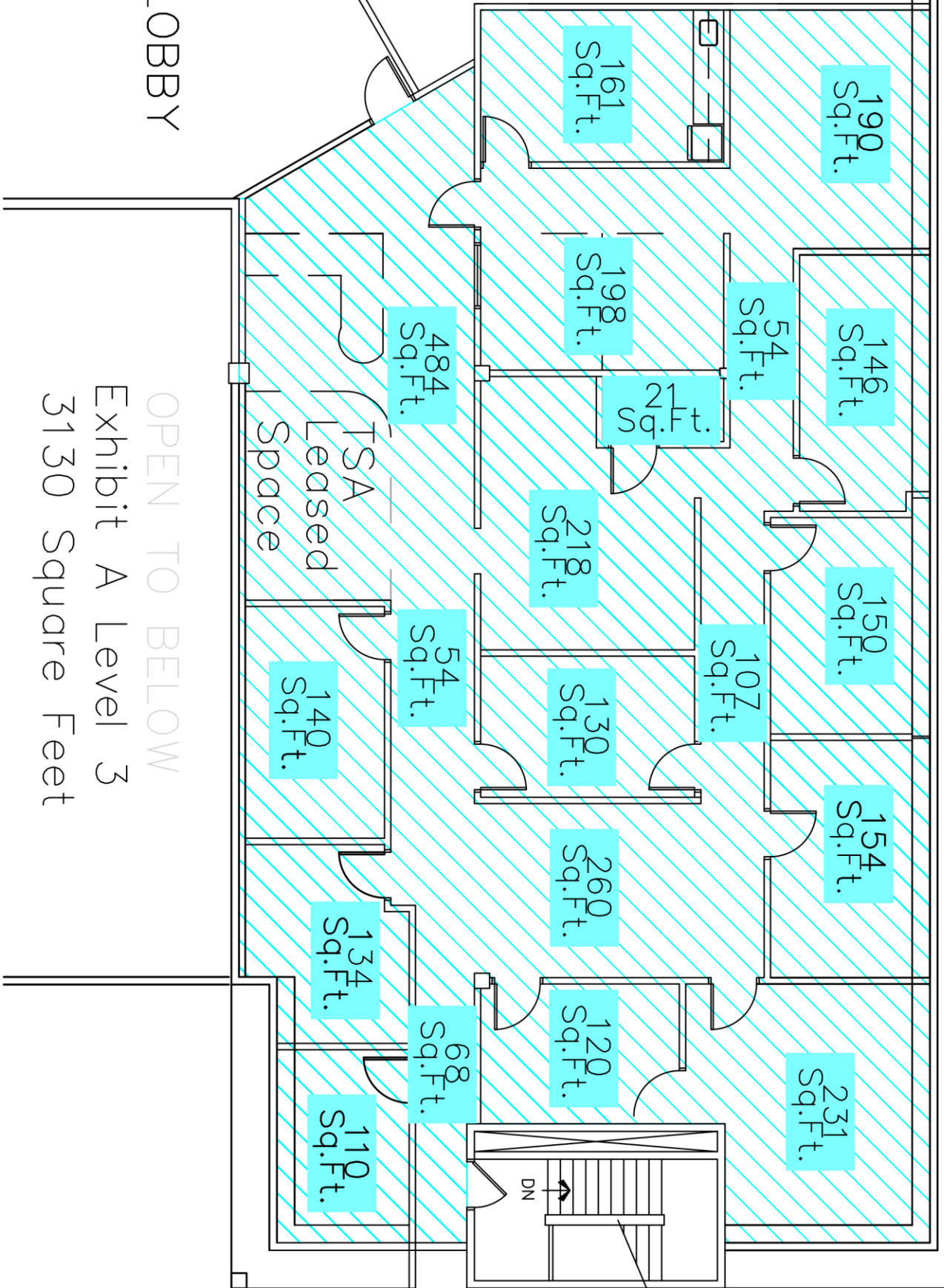


EXHIBIT B**GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)**

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	18	552.270-31	PROMPT PAYMENT
	19	52.232-23	ASSIGNMENT OF CLAIMS
	20		PAYMENT
	21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	52-203-7	ANTI-KICKBACK PROCEDURES
	25	52-223-6	DRUG-FREE WORKPLACE
	26	52.203-14	DISPLAY OF HOTLINE POSTER(S)
	ADJUSTMENTS	27	552.270-30
28		52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
29		552.270-13	PROPOSALS FOR ADJUSTMENT
30			CHANGES
AUDITS	31	552.215-70	EXAMINATION OF RECORDS BY GSA
	32	52.215-2	AUDIT AND RECORDS—NEGOTIATION

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DISPUTES	33	52.233-1	DISPUTES
LABOR STANDARDS	34	52.222-26	EQUAL OPPORTUNITY
	35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	40	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
OTHER	46	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	47	52.223-99	ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS INTENTIONALLY DELETED
	48	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

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. 3090-0163.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

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 Lessor, which shall not be unreasonably withheld.

2. 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.

3. 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.

LESSOR:  GOVERNMENT: 

4. 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.

5. 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.

6. 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.

7. INTEGRATED AGREEMENT (JUN 2012)

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.

8. 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.

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9. DELIVERY AND CONDITION (JAN 2011)

- (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.

10. DEFAULT BY LESSOR (APR 2012)

- (a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:
 - (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, 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 terminate the Lease on account of the Lessor's default.
 - (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, 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 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 incurred in connection with taking the action. Alternatively, the Government may 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.
 - (3) Grounds for Termination. The Government may 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 (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

- (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
 - (i) Circumstances within the Lessor's control;
 - (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
 - (iii) The condition of the Property;
 - (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
 - (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.
- (5) 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.

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11. 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.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

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. 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. 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. 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. 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.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. 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. 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. 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. 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.

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.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state 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 and local laws applicable to and enforceable against it as a tenant under this lease,

LESSOR:  GOVERNMENT: 

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.

15. 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.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(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 TIs conforming to this Lease and the approved 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 TIs 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 Space 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.

17. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

18. 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.

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(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.

LESSOR:  GOVERNMENT: 

- (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.

19. 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.

20. PAYMENT (MAY 2011)

- (a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:
 - (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 is in conformance with such plans or
 - (2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

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(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually 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: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

21. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

22. 52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

23. 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.

24. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

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

This clause is incorporated by reference.

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25. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

This clause is incorporated by reference.

26. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
_____	_____
_____	_____

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation [3.1004](#)(b)(1) on the date of subcontract award, except when the subcontract—

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- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

27. 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.

28. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

29. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

30. CHANGES (MAR 2013)

(a) The 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 costs 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;

LESSOR:  GOVERNMENT: 

- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the 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 shall not be liable to Lessor under this clause.

31. 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.

32. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

33. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

34. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

35. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

36. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

37. 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-

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“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. 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. 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. 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

(Applicable to leases over \$35,000 total contract value.)
This clause is incorporated by reference.

41. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$750,000 total contract value.)
This clause is incorporated by reference.

LESSOR:  GOVERNMENT: 

42. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

43. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020)

(Applicable to leases over \$750,000 total contract value.)
This clause is incorporated by reference.

44. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over \$750,000 total contract value.)
This clause is incorporated by reference.

45. 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.

46. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

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 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—

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(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 (i) 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).

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., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

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.

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

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered

LESSOR:  GOVERNMENT: 

telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

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

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

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at [HTTPS://DIBNET.DOD.MIL](https://DIBNET.DOD.MIL). For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at [HTTPS://DIBNET.DOD.MIL](https://DIBNET.DOD.MIL).

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

47. ~~52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)~~ INTENTIONALLY DELETED

~~(a) *Definition.* As used in this clause—~~

~~United States or its outlying areas means—~~

- ~~(1) The fifty States;~~
- ~~(2) The District of Columbia;~~
- ~~(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;~~
- ~~(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and~~

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~~(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.~~

~~(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).~~

~~(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.~~

~~(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.~~

48. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

LESSOR:  ^{DS} GOVERNMENT:  ^{DS}

EXHIBIT C

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover 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) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover 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) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ([HTTPS://WWW.SAM.GOV](https://www.sam.gov)) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Angela Padalecki Executive Director	TELEPHONE NUMBER 970-852-1247
	<p>DocuSigned by: <i>Angela Padalecki</i></p> <hr/> <p>B7E5F4D516F04AC... Signature</p>	<p>12/13/2021</p> <hr/> <p>Date</p>

Certificate Of Completion

Envelope Id: FAA4CE085D934DD88BCA17D308A7C71A	Status: Completed
Subject: Please DocuSign: 8CO2473 Lease and Exhibits - FINAL unsigned.pdf	
Source Envelope:	
Document Pages: 35	Signatures: 4
Certificate Pages: 4	Initials: 56
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Thayeng Chang
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	1800F F St NW
	Washington DC, DC 20405
	thayeng.chang@gsa.gov
	IP Address: 159.142.0.110


Record Tracking

Status: Original	Holder: Thayeng Chang	Location: DocuSign
12/8/2021 5:09:31 PM	thayeng.chang@gsa.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: US General Services Administration	Location: DocuSign

Signer Events

Angela Padalecki
 apadalecki@gjairport.com
 Executive Director
 Grand Junction Regional Airport
 Security Level: Email, Account Authentication (None), Authentication

Signature

DocuSigned by:

 B7E5F4D516F04AC...
 Signature Adoption: Pre-selected Style
 Using IP Address: 65.118.77.242

Timestamp

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Authentication Details

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 Phone: +1 970-852-1247

Electronic Record and Signature Disclosure:
 Accepted: 12/10/2021 10:53:08 PM
 ID: a51c695e-43cb-4564-8094-57e6a001cb7d

Heather Jones
 heather.jones@gsa.gov
 Leasing Specialist
 US General Services Administration
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 159.142.71.3

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Witness Events

Sarah Menge
 smenge@gjairport.com
 Director of Finance
 Director of Finance
 2828 Walker Field Drive, Ste. 301
 Witness for Angela Padalecki
 (apadalecki@gjairport.com)
 Security Level: , Authentication

Signature

DocuSigned by:

 CF7E681D9B764D2...

Signature Adoption: Pre-selected Style
 Using IP Address: 65.118.77.242

Timestamp

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Electronic Record and Signature Disclosure:

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Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/13/2021 9:31:31 PM
Completed	Security Checked	12/13/2021 9:31:31 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ESIGN DISCLOSURES AND CONSENT

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ('Required Information'). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information.

In accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), I recognize that my eSignature (Electronic or Digital Signature) shall be given the same legal status as a signature made with a pen. I further recognize that the eSignature may not be denied legal effect, validity, or enforceability solely because it is in electronic form. I hereby consent to the use of eSignature.

After you have read this information, if you agree to receive Required Information from us electronically, and if you agree to the general use of electronic records and electronic signatures in connection with our relationship, please click the 'I ACCEPT' button below.

Statement of electronic disclosures:

You may request to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, we cannot proceed with the acceptance and processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent we will not be able to continue processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic disclosures, that consent applies to all Required Information we give you or receive from you in connection with our relationship and the associated notices, disclosures, and other documents.

You agree to print out or download Required Information when we advise you to do so and keep it for your records. If you are unable to print or download any Required Information, you may call us and request paper copies. If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver Required Information electronically, you may request a paper copy of the Required Information by calling us.

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the Required Information to be sent to you by calling us.

Your consent does not mean that we must provide the Required Information electronically. We may to, at our option, deliver Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

I have read the information about the use of electronic records, disclosures, notices, and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I have been able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Seventh Addendum to the Parking Lot Operating Agreement		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the seventh addendum to the Parking Lot Operating Agreement with Republic Parking to extend the existing contract term for an additional one (1) month, expiring on July 1, 2026, and authorize the Chief Executive Officer to sign the addendum.		
SUMMARY:	<p>Republic Parking Systems, LLC has provided parking lot management and operating services at the Airport since April 2001. The current lease expires June 30, 2026, with no remaining extension terms.</p> <p>The Authority solicited proposals through a competitive request for proposal process for a new parking management contract that closed on May 22, 2026.</p> <p>Given the strength and number of proposals received, and the significance of the new contract and parking operations to the Airport as a whole, the selection committee has decided to extend the selection date and contract effective date by one month.</p> <p>This extension will allow additional time for the selection committee to interview the top proposers and feel confident in making a recommendation of award to the Board of Commissioners.</p>		
REVIEWED BY:	CEO and Legal Counsel		
FISCAL IMPACT:	N/A - No change to the financial terms of the existing Agreement		
ATTACHMENTS:	Seventh Addendum to Parking Lot Operating Agreement		
STAFF CONTACT:	Sarah Menge 970-248-8584 smenge@gjairport.com		

SEVENTH ADDENDUM TO PARKING LOT OPERATING AGREEMENT

This Seventh Addendum to the Parking Lot Operating Agreement (hereinafter referred to as "Seventh Addendum") between **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY** (hereinafter referred to as "GJRAA"), a body corporate and politic and constituting a subdivision of the State of Colorado, and **REPUBLIC PARKING SYSTEMS, LLC**, a privately held corporation (hereinafter referred to as "Operator"), will become effective June 16, 2026.

WHEREAS, the GJRAA and the Operator entered into a Parking Lot Operating Agreement (hereinafter referred to as "Agreement") commencing on April 1, 2001, whereby Operator agreed to operate the Grand Junction Regional Airport terminal building public parking areas pursuant to a competitive bid process;

WHEREAS, the Parties amended the Agreement six times (in 2005, 2006, 2011, 2016, 2021, and 2026), to extend the term in exchange for Operator's further commitments and for other purposes;

WHEREAS, the GJRAA has initiated a competitive solicitation for parking management services and plans to make an award after the current expiration of the Agreement on June 30, 2026; and

WHEREAS, the GJRAA has requested and the Operator has agreed to continue to provide parking management services under the Agreement for an additional one month.

NOW THEREFORE, the GJRAA and the Operator agree as follows:

1. The term of the Agreement will be extended for one (1) month, commencing at 12:00 midnight, July 1, 2026, and terminating at 11:59 p.m., July 31, 2026.

Except as specifically modified or supplemented by this Seventh Addendum, the terms and provisions of the Agreement, as amended, shall continue to be in full force and effect.

Done and entered into and effective on the date first above written.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By: _____
Its: _____

Date:

By: _____
Its: _____

Date:

REPUBLIC PARKING SYSTEM, LLC (OPERATOR)

By: _____
Its:

Date:

By: _____
Its:

Date:

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Gensler Work Authorization for Design Services for Phase 2 and 3 of the Air Traffic Control Tower (ATCT) Modernization Project		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Gensler Work Authorization No. 018 in the amount of \$369,800 plus reimbursable expenses not-to-exceed \$5,500 for the design, construction documentation and bidding/permitting related to the next phase of ATCT Improvements and authorize the CEO to sign the agreement.		
SUMMARY:	<p>The Authority was notified in May 2026 that our application for competitive grant funding through the Infrastructure Investment and Jobs Act (IIJA) FAA Contract Tower (FCT) Program was accepted and would receive \$5,000,000 in funding towards the next phase of ATCT improvements.</p> <p>This contract will allow Gensler to prepare the design, construction documentation, and provide bidding/permitting support for the next phase of the ATCT project and enable the Authority to be able to award a construction contract and accept the grant funds in August or September of 2026.</p> <p>The IIJA FCT Program will fund the project up to 100% of the eligible costs with no required match from the Authority. At this time the Authority plans to self-fund the design work to preserve the maximum amount of grant funds for construction and construction administration costs, however, should grant funding be available, the design is eligible for reimbursement.</p>		
REVIEWED BY:	CEO, CIP Manager, and Legal Counsel, Dan Reimer		
FISCAL IMPACT:	Total Cost - \$375,300 IIJA FCT Program Funding TBD		
ATTACHMENTS:	Gensler Work Authorization No. 018		
STAFF CONTACT:	Sarah Menge smenge@gairport.com Office: 970-248-8584		

WORK AUTHORIZATION FOR ADDITIONAL SERVICES NUMBER **018**

Project: Grand Junction Regional Airport On-Call - ATCT Phase 2 and 3	Date: June 11, 2026
Project Location: 2828 Walker Field Drive, Grand Junction, Colorado 81506	Project Number: 003.8017.018
Client: Grand Junction Regional Airport Authority (GJRAA)	File: 1WA This Page 1 of 6

Services to be performed pursuant to the Original or Master Agreement, date
AE Professional Services Agreement GJRAA_Gensler Final_Executed, dated February 22, 2023

If there is no Original or Master Agreement referenced above Gensler's current Standard Terms and Conditions ("STC") shall apply. A copy of the STC is attached or available upon request.

Other References

Services not included (this list is not exhaustive)

Fee and Basis	<input checked="" type="checkbox"/> Lump Sum of \$ 369,800	<input checked="" type="checkbox"/> Plus Reimbursable Expenses of \$5,500 (10% mark-up)
	<input type="checkbox"/> Hourly	<input type="checkbox"/> Plus Consultants which are not listed as included in fee (10% mark-up)
	<input type="checkbox"/> Hourly, not to exceed \$ ____ without prior authorization	<input type="checkbox"/> Other: ____
Date Services to Begin	<input type="checkbox"/> _ (specify date)	
	<input checked="" type="checkbox"/> Immediately after Work Authorization approval	
Services projected to be completed no later than the following, if indicated	<input checked="" type="checkbox"/> October 2026 (specify date)	
	<input type="checkbox"/> ____ Working days after Work Authorization approval	

Services requested by: Grand Junction Regional Airport Authority	Date of Request: 05/05/2026
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Gensler Authorization by:  Brent Mather, Principal	Date Signed: 06/11/2026
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Client Authorization by: _____	Date Signed: _____
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Authorization is confirmed for Gensler to perform the following services:

A. PROJECT

A.1 Project Description.

The airport client has requested the design of Phase 2 and 3 improvements to the Air Traffic Control Tower (ATCT). This work authorization is for the design, documentation, and bidding/ permitting phases as well as an independent cost estimate of the proposed work. Construction administration will be in a separate and future phase.

This scope of work includes:

- Replacement of the cab storefront & glazing
- Replacement of roofs, levels 1 through 5 and including the former ARFF building
 - Replace existing guardrails and modification of parapets, as needed
 - Existing primary storm drainage piping and existing scuppers are anticipated to remain. Storm drain bodies to be replaced, as needed
- Existing hydronic mechanical system to be replaced, as follows:
 - Replace existing air-cooled chiller
 - Replace existing gas-fired boilers
 - Replace chilled water and heating hot water pumps
 - Existing chilled water and heating hot water piping mains and risers to be replaced throughout the building. Branch piping to existing-to-remain equipment shall be connected to new mains and risers
- Existing air-side mechanical systems to be replaced, as follows:
 - Replace unit ventilators on levels 1 through 6
 - Replace Level 1 air handler
 - Equipment will be direct-replaced and will utilize existing sheet metal systems, where applicable. Hydronic connections to new equipment shall include new piping
- Replacement of the Building Management System (BMS), to include connectivity to the terminal
- Please note that if required by the AHJ, a prescriptive energy code compliance document (COMcheck or equivalent) for mechanical, electrical, and plumbing systems is within this project scope.
 - If required, an energy model can be provided for energy code compliance, however, that work is subject to additional services

A separate documentation package will include:

- Infrastructure design for new fire suppression system, including:
 - Design of normal power and emergency power (including a new emergency generator) for a new fire pump serving the building, as needed
 - Location, layout, and design modifications for a new fire pump room, located within the ATCT, as needed
 - Includes partition / door / ceiling design with fire ratings, lighting, convenience power, mechanical and plumbing
 - Please note this work does not include site utilities beyond 5' outside the building, including incoming domestic water to serve the new fire pump and fire suppression system

Gensler will lead and manage the Project, as specified in this Scope of Services. The project design team will be comprised of the Consultant, its sub-consultants, Airport Leadership, and other consultants working for the Airport.

A.2 Project Budget. Current project budget has been established at five million dollars (\$5,000,000), based on a FAA grant allocation.

A.3 Project Schedule. The Project Schedule ("Schedule") is set forth below. The parties will monitor the Project for conformance with the Schedule. If Client directs Gensler to provide Additional Services requiring additional time or the Project is not proceeding in accordance with the Schedule due to factors beyond Gensler's reasonable control, Gensler and Client will adjust the Schedule as appropriate, consistent with Section B.3, Optional/Additional Services. The Schedule will consist of the following projected milestones:

- | | |
|-------------------------------|---------------------------|
| a) Design Phase | 4 weeks |
| b) Construction Documentation | 4 weeks |
| c) Bidding / Permitting | <i>estimated 4 weeks*</i> |

**The Bidding / Permitting phase length is estimated and dependent on GC and AHJ*

B. SCOPE OF SERVICES PROVIDED BY GENSLER

Client and Gensler will each provide the names of their key Project team members, including the primary contact person and the person authorized to make decisions.

B.1 Gensler's Basic Services. Gensler's Basic Services include design services. Scope of services are described under section A for this work authorization. Gensler will engage the following consultants:

- a) Mechanical / Electrical / Plumbing
- b) Structural Engineering
- c) Cost Estimating

B.1.1 Design Phase (50%). This phase will focus on confirming the programmatic and design requirements, evaluating existing conditions, studying alternative designs and system solutions, finish and material selections and coordination between the different disciplines.

Deliverables:

50% Design Submittal

- 30x42 drawing set including project description, architectural plans, and preliminary code analysis
- Drawings or narrative for outline description of building systems (structural, mechanical, electrical, plumbing)
- Engineers Design Report draft

Meetings:

- On-Site Kickoff meeting, with MEP and structural consultants in attendance;
- Weekly (design team) coordination meetings;
- Up to (3) virtual client meetings, with consultants in attendance;

B.1.2 Construction Documentation Phase (100%). Based on the Client's approval of the Design phase, Gensler will provide drawings and specifications intended to be used for constructing the project.

Deliverables:

- 100% Submittal includes 30x42 drawing set
 - Project Information
 - Life Safety code sheet
 - Floor plan(s)
 - Reflected ceiling plans, if necessary
 - Details, as required
 - Engineering drawings of systems included in Gensler's scope of services (prepared by Gensler's consultants) and coordination with Client's engineering and other consultants
- 8.5x11 Project Manual including General Supplementary Conditions, General Requirements, Technical Specifications, and FAA standard project requirements, as applicable (such as Buy American and Davis-Bacon Prevailing wages)
- Engineers Design Report
- Independent Cost Estimate
 - Based upon the 100% documentation deliverable, the third party cost estimator (RLB) will provide an 8.5x11 Cost Estimate Report, including summary and back up sheets.

Meetings:

- Weekly (design team) coordination meetings;
- up to (2) virtual client meetings, with consultants in attendance

B.1.3 Bidding / Permitting Phase. Based on the Client's and FAA's approval of the Construction Documents, Gensler will provide support to the Construction Manager At-Risk (CMAR) in bidding of the Construction Documents as well as support the permitting process through Mesa County. It is anticipated that permitting process will be initiated and led by the CMAR.

Bidding Support includes addressing and responding to any clarifications and substitution request, through the CMAR and coordinating consultant clarifications or substitution requests.

Permitting support includes addressing and responding to any clarifications are information requests through the CMAR to Mesa

County, coordinating consultant clarifications and information requests, and attendance in up to (1) in-person or virtual meeting with the County building department, if required.

B.2 CAD/BIM Format and Standards. Gensler and its consultants will use Revit and Gensler's CAD Standards. At the completion of the Project, Gensler will deliver electronic as-designed record files, consisting of Gensler's Construction Documents and Bulletins, in PDF. Gensler will translate CAD files provided by Client and/or Client's consultants as an Additional Service. Preparation/review of as-built construction drawings, including incorporating Contractor's as-built record drawings into Gensler's as-designed record files, may be requested by Client as an Additional Service.

B.3 Optional/Additional Services. Gensler will provide services beyond the Basic Services if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- a) Services required due to accelerated deadlines, early bid packages, delays, untimely Client information, approvals, or instructions, out-of-sequence phasing, Project pauses or remobilization, or other schedule changes due to reasons beyond Gensler's reasonable control;
- b) Services required due to changes in: (i) the Program; (ii) previously provided Client information, approvals, or instructions; or (iii) federal, state, or local laws, or regulations (or their interpretation by the authority having jurisdiction);
- c) Value engineering services required due to (i) absence of Project Budget at the commencement of Services; (ii) Project Budget changes after the Programming phase; (iii) new value engineering instructions after commencement of the Construction Documents phase; or (iv) inaccurate cost estimates or cost escalations due to market conditions (including but not limited to supply chain issues, tariffs, duties, import fees, labor shortages, or other factors);
- d) Changes to Construction Documents based on alternative, fast track, separate, or sequential bids, phasing, and swing space;
- e) Evaluating substitutions proposed by Client or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; and
- f) Services required due to performance failures by Client and Client's consultants/contractors.
- g) Preparing As-Built drawings if desired by the client as an additional service at project completion

C. SCOPE OF SERVICES PROVIDED BY CLIENT

C.1 Services Provided By Client or Others. The following services may be required on the Project and shall be provided by Client, Client's consultants, or others:

- a) Shoring and Excavation Design
- b) Hazardous Materials Abatement
- c) Environmental Testing services
- d) FF&E Procurement Services
- e) Art Procurement and Solicitation
- f) "Special Inspection" Services
- g) Purchasing Agent
- h) Design of off-site improvements
- i) Existing building and systems (structural, MEP, etc.) scanning / as-built drawings
- j) Resident Project Review for airfield work
- k) Warranty review services
- l) ALP update
- m) Civil Engineering
- n) Geotechnical reports
- o) Site survey

C.2 Information Provided By Client or Others. The following information may be required on the Project and shall be provided by Client, Client's consultants, or others:

- a) Existing or Base Building information, including drawings, specifications, and other documents that describe the existing utility services, site conditions, build out and base building construction, and any systems with which the Project is to be coordinated.
- b) Structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over the Project, or reasonably requested by Gensler.

C.3 Client's Requirements of Contractor or Others. Client will, through the Construction Contract, require Contractor to:

- a) Provide access to the Work;

- b) Provide a Submittal Schedule for Gensler’s approval and provide required Submittals in accordance with the Schedule;
- c) Review Submittals, identifying any changes, and approve before submitting to Gensler;
- d) Be responsible for the technical adequacy and accuracy, installation, and performance of any Project elements for which Gensler may specify performance requirements;
- e) Follow proper procedures for requests for substitutions;
- f) Maintain logs of all documents issued to and received from all other parties;
- g) Provide required certificates or statements of performance characteristics;
- h) Complete punch list items within thirty (30) days of Substantial Completion;
- i) Provide to Client as-constructed record drawings, maintenance manuals, written warranties, and related documents within thirty (30) days of Substantial Completion;
- j) Maintain job site safety on the Project;
- k) Cause Gensler and Gensler’s consultants to be named as Additional Insureds on any property insurance purchased for the period of construction of the Project and on Contractor’s General Liability Policy (using form CG 2026, CG 2032, or equivalent); such insurance will be endorsed to provide a waiver of the insurers’ rights of subrogation against Gensler and Gensler’s consultants.

D. COMPENSATION

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses will be as described below. When Gensler’s compensation is based on hourly rates, the rates will be those set forth in Gensler’s Standard Hourly Billing Rates.

D.1 Basic Services. Compensation for Basic Services will be the lump sum fee, in the amount of three hundred sixty nine thousand, eight hundred dollars (\$369,800). Note that the lump sum fee does not include Reimbursable Expenses, see D.3.

	DESIGN	CDs	BID/ PERMIT	SUPPORT for FIRE SUPPRESS.	SUBTOTAL
Gensler (arch)	\$60,200	\$65,000	\$9,800	\$12,400	\$147,400
ME Engineers (MEP)	\$56,000	\$56,000	\$2,500	\$44,900	\$159,400
Martin / Martin (structural)	\$15,000	\$24,000	\$1,500	\$2,500	\$43,000
RLB (cost estimating)		\$20,000			\$20,000
TOTAL:	\$131,200	\$165,000	\$13,800	\$59,800	\$369,800

D.2 Additional Services. Compensation for Additional Services (if not agreed upon as a lump sum amount) will be based on Gensler’s Standard Hourly Billing Rates.

D.3 Reimbursable Expenses. Reimbursable Expenses are in addition to the lump sum fee for Basic Services and Additional Services and include expenses incurred by Gensler and Gensler’s consultants in the interest of the Project, including, but not limited to the following:

- a) Reproduction, shipping, handling, and delivery.
- b) Mileage, tolls, cab fares, and parking.
- c) Renderings, models, mock-ups, and photography.
- d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
- e) Authorized out-of-town travel, including travel time and reasonable living expenses.
- f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Gensler and Gensler’s consultants.

Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project will be based on amounts invoiced to Gensler, plus ten percent (10%). Reimbursable expenses are not anticipated to exceed the amount of five thousand five hundred dollars (\$5,500).

D.4 Consultants. If Client has directed Gensler to engage consultants in Section B.1, compensation for such consultants will be based on amounts invoiced to Gensler, plus ten percent (10%), to compensate Gensler for costs commonly incurred relating to consultant liability, management of consultant services, and administration of consultant contracts.

D.5 Progress Payments. Progress payments will be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services will be based on the percentage of services provided during the previous month.

E. AGREEMENT AND ACCEPTANCE

E.1 Agreement. This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) AE Professional Services Agreement GJRAA_Gensler Final_Executed (February 22, 2023)
- b) This Work Authorization

Where a portion of one document is amended by another of higher precedence, all unmodified portions will remain in effect. The terms and conditions of this Work Authorization, the STC, and Prime Agreement are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on Client forms (including, without limitation, terms on purchase orders) will be binding on the parties.

E.2 Effective Date. The effective date of this Agreement is the date of Client Authorization and Signature.

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC: FCI Construction Contract for Rental Car Roof and RTU Replacement Project

PURPOSE: Information Guidance Decision

RECOMMENDATION: Authorize the Chief Executive Officer to execute a task order with FCI under the on-call General Contractor contract for the roof over the curbside area and rental car offices and RTUs over the rental car offices, up to a maximum project cost of \$640,000.

SUMMARY: This project will replace the roof and rooftop units above the rental car offices, along with the surrounding roof area located along the front curbside of the terminal building. The work is needed to address aging building systems in a high-visibility area of the terminal and to maintain reliable operation of the rental car facilities.

FCI prepared a construction cost estimate dated June 10, 2026, with a total estimated project cost of \$555,896. Staff is requesting Board authorization for the CEO to execute a task order with FCI for this work in an amount not to exceed \$640,000, which includes a 15% owner contingency to address unforeseen conditions and project needs as the work is finalized and executed.

The project is proposed to be funded approximately 50% from Customer Facility Charge (CFC) funds, with the remaining balance funded by the Authority. Early authorization will allow staff to proceed with final coordination and scheduling of the work to minimize impacts to terminal and rental car operations.

REVIEWED BY: CIP Manager (Colin Bible) and CEO

FISCAL IMPACT: Maximum Authorized Project Cost: \$640,000
CFC Funded Portion: 50% (\$320,660); Authority Funded Portion: 50% (\$319,340)

ATTACHMENTS: FCI Prepared Rental Car Roof and RTU Replacement Cost Estimate

STAFF CONTACT: Sarah Menge
smenge@gairport.com
Office: 970-248-8584

GJT Rental Car Roof and RTU Replacement
 2828 Walker Field Dr Grand Junction, CO 81506
 Estimate Version: CD
 Project Duration: 1 Month
 Project SF: 000
 Estimator: Cody Iden



June 10, 2026

DESCRIPTION	UNIT	TOTAL
01 00 00 General Conditions		\$18,400
02 00 00 Existing Conditions		\$4,000
07 00 00 Thermal and Moisture Protection		\$295,000
22 00 00 Plumbing		\$3,700
23 00 00 Heating, Ventilating, and Air Conditioning (HVAC)		\$168,184
26 00 00 Electrical		\$15,200
31 00 00 Earthwork		\$6,000
Base Estimate Direct Cost		\$510,484
Permit Fee		INCLUDED
General Liability Insurance	1.00 %	\$5,559
Payment & Performance Bond	0.64 %	\$3,486
FCI Overhead & Fee	7.00 %	\$36,367
Base Estimate Indirect Cost		\$45,412
Base Estimate Total Cost		\$555,896

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	FCI Construction Contract for 'Terminal Amenities' Project
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the Chief Executive Officer to execute a task order with FCI under the on-call General Contractor contract for the 'Terminal Amenities' Project, up to a maximum project cost of \$3,326,000, including a 20% owner's contingency.
SUMMARY:	<p>In January 2026, the Board approved a grant application for the 'Terminal Amenities' project including construction of a family restroom with an adult changing table, a nursing mother's room, a secure-area service animal relief area, and installation of vertical transportation improvements for redundancy. The Authority intends to use available Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) entitlement funds for eligible terminal projects, as all AIP entitlement funding is allocated to the runway replacement project.</p> <p>In coordination with the CIP manager and on-call architect, FCI developed preliminary cost estimates during the design phase. Due to cost, schedule, and operational impacts, constructing a new elevator and two escalators was deemed infeasible at this time. The project scope was revised to include full modernization of the existing terminal elevators.</p> <p>FCI's preliminary cost estimate is \$2,771,833; however, pricing is still being refined in coordination with Gensler to clarify assumptions. Staff request Board approval for the CEO to execute a contract with FCI for the defined scope, up to a not-to-exceed amount of \$3,326,000 (including a 20% owner contingency), pending final bid confirmation and FAA approval.</p> <p>Pre-authorization will allow flexibility in securing FAA approval and enable FCI to procure long-lead materials to complete work outside peak travel periods.</p> <p>The grant is anticipated to be awarded in July or August following FAA review of the final contract amount. Approximately 76% of the project is expected to be funded through IIJA AIG entitlements, with the remaining costs, including ineligible portions, funded by GJRAA.</p>
REVIEWED BY:	CIP Manager (Colin Bible) and CEO
FISCAL IMPACT:	Maximum Authorized Project Cost \$3,326,000 Grant Funded Portion – TBD pending Final FAA Review of Eligibility
ATTACHMENTS:	FCI Prepared Amenities Project Cost Estimate, Clarifications, Qualifications and Assumptions
STAFF CONTACT:	Sarah Menge smenge@gjairport.com Office: 970-248-8584

GJT LV2 Amenities and Elevator Modernization
 2828 Walker Field Dr Grand Junction, CO 81506
 Estimate Version: CD
 Project Duration: 7 Months
 Project SF: 4,260
 Estimator: Cody Iden



June 10, 2026

DESCRIPTION		UNIT	TOTAL
01 00 00 General Conditions		\$118.08	\$503,027
02 00 00 Existing Conditions		\$27.38	\$116,627
03 00 00 Concrete		\$6.19	\$26,375
05 00 00 Metals		\$8.11	\$34,540
06 00 00 Wood, Plastics, and Composites		\$5.30	\$22,560
07 00 00 Thermal and Moisture Protection		\$1.88	\$8,000
08 00 00 Openings		\$13.04	\$55,537
09 00 00 Finishes		\$73.12	\$311,470
10 00 00 Specialties		\$13.86	\$59,050
11 00 00 Equipment		\$63.15	\$269,022
14 00 00 Conveying Equipment		\$142.12	\$605,445
21 00 00 Fire Suppression		\$8.22	\$35,000
22 00 00 Plumbing		\$40.72	\$173,460
23 00 00 Heating, Ventilating, and Air Conditioning (HVAC)		\$31.96	\$136,142
26 00 00 Electrical		\$36.72	\$156,420
28 00 00 Electronic Safety and Security		\$15.61	\$66,500
Base Estimate Direct Cost		\$605.44	\$2,579,175
Permit Fee		\$2.35	\$10,000
Plan Check Fee	65.00 %	\$1.53	\$6,500
General Liability Insurance	1.00 %	\$6.51	\$27,718
Payment & Performance Bond	0.64 %	\$3.86	\$16,448
FCI Overhead & Fee	5.00 %	\$30.98	\$131,992
Base Estimate Indirect Cost		\$45.22	\$192,658
Base Estimate Total Cost		\$650.67	\$2,771,833

Scope of the Project

- Project Type, size, components
 - 4,260 SqFt Renovation
- The Construction Manager's general conditions and general requirements are included, based on a period of seven (7) months, and is based on a August 2026 start date.
- Project to be conducted during normal working hours, 7:00AM – 5:00PM.
- Alternates – See attached list of bid alternates and their current acceptance status.
- The elevator modernization has been bid per the Elevator Project Manual, but several items in the elevator scope of work as well as the modifications necessary for the machine rooms are not clarified in the drawings. The estimate includes a budget for cab finish upgrade, cab flooring, running the hoist way to patch fire ratings, data cable coordination for elevator video cameras, and elevator jack refurbishment. FCI will work diligently to track decision cost implications once a post bid addendum is published.

Basis of the GMP Proposal Estimate

- The GMP Proposal has been prepared based on the following documents:
 - The Contract Drawings entitled “2026 0507 - IFP&P - GJT - LV2 Amenity _ IFP&P Drawings,” dated 5.7.2026 as prepared by Gensler.
 - The Project Specifications entitled “2026 0507 - IFP&P - GJT - LV2 Amenities - Project Manual,” dated 5.7.2026 as prepared by Gensler.
 - The Project Specifications entitled “2026 0507 - IFP&P - GJT - Elevator Package - Project Manual,” dated 5.7.2026 as prepared by Gensler.
 - No geotechnical report was provided.
 - No geotechnical report was provided.
 - The Construction Manager's GMP Proposal dated 6.10.2026
 - The Pre-Bid RFI responses from Gensler dated 6.2.2026
- The sizes, quantities and descriptions indicated within the GMP Proposal are part of these clarifications, qualifications and assumptions.
- These clarifications, qualifications and assumptions are intended to supplement the GMP Proposal and the GMP Documents and are an attempt to inform the Owner and the Architect of the Construction Manager's interpretation of the scope items which are included or excluded, and which may not be clearly shown or defined by specification, plan, elevation, detail, section, schedule or schematic.

General Notes

- The GMP proposal does not include contingency.
- Impacted Materials - Certain construction material markets are experiencing or expected to experience significant, industry-wide fluctuation during the performance of the Work that may impact price, availability, and delivery time frames. If during the performance of the Work an Impacted Material item experiences an increase in price or a delay in delivery, beyond the control of and without the fault of the Contractor, its Subcontractors and suppliers, the Contractor may notify the Owner in writing within twenty-one (21) days from the date the basis for an equitable adjustment to the Contract Price, or a change to the Contract Schedule and shall provide appropriate documentation substantiating such adjustment. Payment for an adjustment shall be made in accordance with the terms of the Agreement concerning payment of agreed change orders. The Contractor shall not be liable to the Owner for any expenses, losses or damages arising from a delay in the delivery of an Impacted Material. Owner agrees it will not withhold or seek payment of liquidated damages pursuant to the terms of the agreement for material delays beyond the control of and without the fault of the Contractor.
- Due to the timeframe between FCI's assembly of the estimate, presentation to the owner, and acceptance and execution of the contract, this estimate is based on FCI's ability to execute subcontracts identified within the estimate at the stated amounts. Should an unexpected event occur that precludes subcontract execution, FCI will immediately notify Owner and either submit a revised estimate prior to contract execution or if the contract has been previously executed, a change order

GMP Clarifications, Qualifications & Assumptions

Project Name: GJT 2nd Level Amenities and Elevator Modernization
Project Location: Grand Junction, CO

Date: 6/10/2026

- with justification will be issued and executed to update the Subcontract amount(s) to the extent they are higher than those included. Any issues arising from this must be identified by FCI and communicated to the Owner within 60 days of Notice to Proceed. Owner and FCI will work diligently together to resolve these items in an expedited manner.
- The Owner shall pay for all regulatory permits and plan review fees including Building and Environmental permits (if required).
 - Sales, Use Tax is excluded.
 - This project is bid out as a Buy America project. Several items specified are not compliant to Buy America standards. The estimate does not include any cost implications to change specifications if 100% of materials must be Buy America compliant.
 - Davis Bacon or other Prevailing wages do apply to this project.
 - This GMP Proposal represents specifically identified construction costs only. Therefore, all other "Owner's Costs" are not included. The following items are considered "Owner's Costs":
 - Owner administrative costs or fees.
 - Land costs and Development Fees
 - Legal fees or expenses.
 - F.F.&E. items (Furniture, Fixtures and Equipment).
 - Artwork, murals, or exhibits.
 - Owner's Contingency.
 - Architectural/Engineering Design costs.
 - Material Testing or Special Inspections costs.
 - Third Party commissioning, air leakage or blower door testing, water infiltration testing costs.
 - Moving expenses
 - Others noted in Divisional sections below.
 - Electronic, CAD or BIM "As-Builts" are not included. FCI Constructors will maintain "As-Built" drawings at the jobsite throughout the construction phase and provide copies to the Architect and Owner at Final Completion.
 - The GMP Proposal is based on the premise and understanding that FCI Constructors will have full control to reallocate any funds and/or budgets within the GMP (excluding allowances, lump sum General Conditions and Contingency unless approved by the Owner) as determined necessary in the execution of the CM Contract.
 - General Conditions costs are based upon a continuous workflow throughout the project; unforeseen work stoppages that may necessitate a re-mobilization have not been included in the project schedule or pricing.
 - Weather protection / Winter conditions are excluded.

Division 01 – General Requirements

- Payment and Performance Bonds are included at the fixed percentage of 1.00% and will be invoiced as a lump sum amount in the first pay application.
- General Liability Insurance is included at the fixed percentage of 1.00% and will be invoiced as a lump sum amount in the first pay application.
- Builder's Risk Insurance is included at the fixed percentage of 0.64% and will be invoiced as a lump sum in the first pay application.
 - Should a Builder's Risk claim occur, any deductibles or uncovered costs will be treated as a change order to the Construction Manager's Contract.
- This proposal does not include any tap fees, connection charges, system charges, impact fees, meter fees, or other regulatory requirements/fees. Any of these fees that are applicable to the project will be paid directly by the Owner.
- The costs associated with temporary water, sewer, and electrical utilities will be paid for by Owner.
- Dry utilities design fees, service fees and installation of dry utilities (gas service, electrical service, and phone / data service) to on-site termination point, are not included and are assumed to be by Owner, if required.
- We have included a one (1) year workmanship warranty.

GMP Clarifications, Qualifications & Assumptions

Project Name: GJT 2nd Level Amenities and Elevator Modernization
Project Location: Grand Junction, CO

Date: 6/10/2026

- We have not included costs associated with sustainable building programs (such as LEED, Green Globes, etc.) as they do not apply to this project.
- Any down payment requirements from suppliers or subcontractors are assumed to qualify as billable materials.
- Building mock-ups are excluded.
- We have not included cost premiums for seismic requirements.

Division 02 – Existing Conditions

- We specifically exclude any asbestos abatement, lead paint abatement or removal, PCB abatement or removal, and related surveys, air monitoring, clearances, testing services, etc.
- Any changes to layout of floor drain cores due to existing building structure may result in additional costs.

Division 03 – Concrete

- A budget has been carried for floor leveling at the 2nd level security area due to the unknown condition of existing floor after previous renovations. Any major floor prep may add costs.

Division 05 – Steel

- We have not included cost premiums related to specialty certifications, such as IAS, or AISC Certified firms for the fabrication and erection of the steel structure.

Division 06 – Carpentry

- We have not included any cost premiums related to hiring specialty certifications, such as AWI, QCP manufacturers or installers to produce the manufactured millwork and cased goods.
- Fundermax SL1 panels, PBA cabinet pulls, and PVC edgeband are not Buy America.

Division 07 – Thermal and Moisture Protection

- Spray applied structure fireproofing is excluded.

Division 08 – Doors and Windows

- Estimate includes HM doors in lieu of solid core wood doors per Gensler's response dated 6/2/26 to Item #4 in FCI's question log. The door schedule is to be updated in forthcoming bid addendum with added door at elevator equipment room.

Division 09 – Finishes

- We have not included costs for the delegated design and engineering of cold-formed metal framing systems.
- All carpet flooring tile is assumed to be new; no attic stock and re-used carpet are assumed at this time.

Division 10 – Specialties

- The pet specialties, fire hydrant and dog bag dispenser, are not Buy America.

Division 11 – Equipment

- The automated exit lane breach control system is included as a Record in lieu of the basis of design, Dormakaba.

Division 14 – Conveyance

- We can only offer a One (1) year workmanship warranty on the Elevator(s), regardless of any extended workmanship warranty specified. If the Owner desires, this additional warranty period may be offered through the elevator subcontractor and may be contingent upon a supplemental service agreement for that same period.
- FCI will require that the Owner execute a separate maintenance and service agreement with the Elevator subcontractor directly, prior to turning the elevator over for Owner usage.



GMP Clarifications, Qualifications & Assumptions
Project Name: GJT 2nd Level Amenities and Elevator Modernization
Project Location: Grand Junction, CO

Date: 6/10/2026

- The elevator modernization has been bid per the Elevator Project Manual, but several items in the elevator scope of work as well as the modifications necessary for the machine rooms is not clarified in the drawings. The estimate includes a budget for cab finish upgrade, cab flooring, running the hoist way to patch fire ratings, data cable coordination for elevator video cameras, and elevator jack refurbishment. More information from design is required to solidify pricing for this scope.
- Several modifications necessary for the machine rooms are not clarified in the drawings. Budgets have been carried in the estimate for machine room shaft walls, frames/doors/hardware, paint, rated ceilings, existing shaft wall patch, fire suppression modifications, plumbing demo and modifications, HVAC demo and modifications, electrical demo and modifications, and low volt modifications. More information from design is required to solidify pricing for this scope.

Division 21 – Fire Suppression

- Fire Sprinkler costs assume existing water utilities will provide adequate water pressure for the Fire Sprinkler system. We have not included costs for a fire system booster pump.

Division 22 - Plumbing

- Plumbing costs assume existing water utilities will provide adequate water pressure for the plumbing system. We have not included costs for a domestic water booster pump.
- Fixtures FS-1 and PDF-1 do not meet Buy America compliance.

Division 23 - HVAC

- We have not included maintenance of the mechanical system during warranty period.

Division 26 - Electrical

- More information from design is required to solidify pricing for this scope.

Division 28 – Electronic Safety and Security

- A budget of \$31,500 has been carried for access control, cameras, and speakers, per the GJT preferred low volt contractor.

END OF CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS

Activity ID	Activity Name	Original Duration	Start	Finish	2026												2027											
					Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
GJRA - LVL 2 Amenity Project - Phase 1 6/2/2026																												
Preconstruction																												
A1000	Design Kickoff Meeting	1	05-Mar-26*	05-Mar-26	Design Kickoff Meeting																							
A1920	Bid Pack #1 100% CD's	46	06-Mar-26	08-May-26	Bid Pack #1 100% CD's																							
A1950	Bid Pack #1 100% GMP Estimate	29	11-May-26	19-Jun-26	Bid Pack #1 100% GMP Estimate																							
A1070	FAA Project Approvals	30	22-Jun-26	31-Jul-26	FAA Project Approvals																							
A1970	Contract Executed and Notice to Proceed - Bid Pack #1	8	22-Jun-26	01-Jul-26	Contract Executed and Notice to Proceed - Bid Pack #1																							
A1720	Subcontracting	15	01-Jul-26	21-Jul-26	Subcontracting																							
A1110	Submittals - Exit Lane	5	02-Jul-26	08-Jul-26	Submittals - Exit Lane																							
A1980	Submittals - Elevator Upgrades	10	02-Jul-26	15-Jul-26	Submittals - Elevator Upgrades																							
A1140	Submittal Approval - Exit Lane	5	09-Jul-26	15-Jul-26	Submittal Approval - Exit Lane																							
A1170	Procurement - Exit Lane	80	16-Jul-26	05-Nov-26	Procurement - Exit Lane																							
A1990	Submittal Approval - Elevator Upgrades	15	16-Jul-26	05-Aug-26	Submittal Approval - Elevator Upgrades																							
A2000	Procurement - Elevator Upgrades	80	06-Aug-26	30-Nov-26	Procurement - Elevator Upgrades																							
Construction																												
Pet Relief, Wellness, Storage, & Exit Lane																												
A1530	Temp Walls	2	25-Aug-26	26-Aug-26	Temp Walls																							
A1540	Fire Sprinkler and Fire Alarm - Make Safe	2	25-Aug-26	26-Aug-26	Fire Sprinkler and Fire Alarm - Make Safe																							
A1550	Demolition	3	26-Aug-26	28-Aug-26	Demolition																							
A1560	Framing	6	27-Aug-26	03-Sep-26	Framing																							
A1570	MEP Rough-In	8	31-Aug-26	10-Sep-26	MEP Rough-In																							
A1580	MEP Inspections	2	11-Sep-26	14-Sep-26	MEP Inspections																							
A1590	Hang, Tape, and Finish Drywall	6	11-Sep-26	18-Sep-26	Hang, Tape, and Finish Drywall																							
A1600	Painting	3	18-Sep-26	22-Sep-26	Painting																							
A1610	Tile	5	21-Sep-26	25-Sep-26	Tile																							
A1640	Grid Ceilings	3	23-Sep-26	25-Sep-26	Grid Ceilings																							
A1650	Casework	2	28-Sep-26	29-Sep-26	Casework																							
A1620	MEP Trim	3	30-Sep-26	02-Oct-26	MEP Trim																							
A1900	Flooring	5	30-Sep-26	06-Oct-26	Flooring																							
A1660	MEP Startup	3	05-Oct-26	07-Oct-26	MEP Startup																							
A1670	Deficiency List	5	08-Oct-26	14-Oct-26	Deficiency List																							
A1680	Punch List	10	15-Oct-26	28-Oct-26	Punch List																							
A1690	Final Inspections	5	29-Oct-26	04-Nov-26	Final Inspections																							
A1700	Remove Temp Wall	2	05-Nov-26	06-Nov-26	Remove Temp Wall																							
A1710	Finalize last 20' of wall - Off Hours	10	05-Nov-26	18-Nov-26	Finalize last 20' of wall - Off Hours																							
A1630	Exit Lane Installation	10	06-Nov-26	19-Nov-26	Exit Lane Installation																							
Family Restroom																												
A1730	Temp Wall	2	24-Aug-26	25-Aug-26	Temp Wall																							
A1740	Demolition	3	25-Aug-26	27-Aug-26	Demolition																							
A1750	Structural Steel	4	28-Aug-26	02-Sep-26	Structural Steel																							
A1760	Concrete Slab on Deck	2	03-Sep-26	04-Sep-26	Concrete Slab on Deck																							
A1770	Framing	4	08-Sep-26	11-Sep-26	Framing																							
A1780	MEP Rough-In	5	08-Sep-26	14-Sep-26	MEP Rough-In																							
A1790	Hang, Tape, Finish Drywall	4	15-Sep-26	18-Sep-26	Hang, Tape, Finish Drywall																							
A1800	Painting	1	21-Sep-26	21-Sep-26	Painting																							
A1810	Ceilings	1	22-Sep-26	22-Sep-26	Ceilings																							
A1840	Tile	3	22-Sep-26	24-Sep-26	Tile																							
A1850	Casework	1	25-Sep-26	25-Sep-26	Casework																							
A1820	Flooring	3	28-Sep-26	30-Sep-26	Flooring																							
A1830	MEP Trim	2	28-Sep-26	29-Sep-26	MEP Trim																							
A1870	Toilet Accessories	1	29-Sep-26	29-Sep-26	Toilet Accessories																							
A1860	Doors and Hardware	2	01-Oct-26	02-Oct-26	Doors and Hardware																							
A1880	Deficiency List	5	05-Oct-26	09-Oct-26	Deficiency List																							
A1890	Punch List	10	12-Oct-26	23-Oct-26	Punch List																							
A1910	Final Inspections and Occupancy	5	26-Oct-26	30-Oct-26	Final Inspections and Occupancy																							
Elevator 1 & 2 Modernization																												
A1930	Service Elevator Equipment Room Upgrades	10	13-Nov-26	30-Nov-26	Service Elevator Equipment Room Upgrades																							
A1470	Service Elevator Modernization	20	01-Dec-26	29-Dec-26	Service Elevator Modernization																							
A1490	Service Elevator Final Inspections	5	30-Dec-26	06-Jan-27	Service Elevator Final Inspections																							

█ Actual Work █ Critical Remaining Work ◆ Milestone
█ Remaining Work Primary Baseline



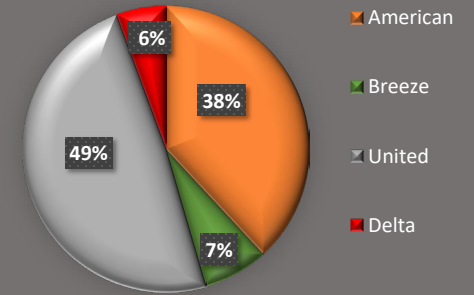
GRAND JUNCTION REGIONAL AIRPORT

April **2026**
DATA & STATISTICS

Total Passenger Enplanements



2026 YTD Market Share



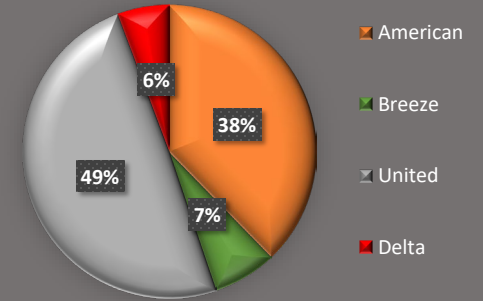
2026	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO, LAS)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total	YTD % Change
JAN	0	8,607	1,563	11,521	1,163	0	22,854	↑ 5.0%
FEB	0	8,638	1,555	10,999	1,069	0	22,261	↑ 7.1%
MAR	0	10,389	2,280	12,553	1,533	168	26,923	↑ 10.6%
APR		10,811	2,019	14,203	1,880	182	29,095	↑ 11.5%
MAY							0	
JUN							0	
JUL							0	
AUG							0	
SEP							0	
OCT							0	
NOV							0	
DEC							0	
TOTAL	-	38,445	7,417	49,276	5,645	350	101,133	
Market Share		38.01%	7.33%	48.72%	5.58%	0.35%	100.00%	

2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total
JAN	200	8,128	616	11,111	1,721		21,776
FEB	0	6,878	641	11,113	1,712		20,344
MAR	0	7,486	799	12,752	1,893	59	22,989
APR	0	8,603	1,370	13,576	2,052	0	25,601
MAY	0	11,001	1,771	15,015	2,291	56	30,134
JUN	0	10,908	1,759	13,101	2,111	147	28,026
JUL	0	11,660	2,108	13,172	2,210	35	29,185
AUG	0	9,161	1,614	13,570	2,135		26,480
SEP	0	10,472	1,458	14,930	2,090		28,950
OCT	0	11,031	1,807	16,142	2,326	0	31,306
NOV	0	9,768	1,518	13,076	2,164	95	26,621
DEC	0	10,293	1,518	12,646	2,237	0	26,694
TOTAL	200	115,389	16,979	160,204	24,942	392	318,106
Market Share	0.06%	36.27%	5.34%	50.36%	7.84%	0.12%	100.00%

Total Passenger Deplanements



2026 YTD Market Share



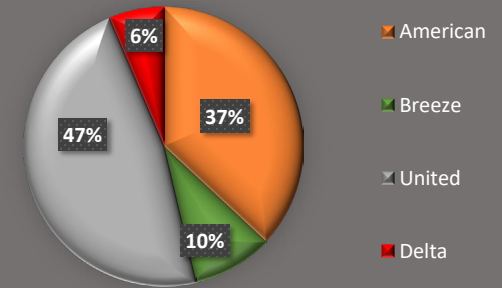
2026	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO, LAS)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total	YTD % Change
JAN		7,873	1,434	11,447	1,013	503	22,270	↓ -0.4%
FEB		8,740	1,567	11,222	979	506	23,014	↑ 2.8%
MAR		10,567	2,028	13,054	1,748	2,193	29,590	↑ 7.5%
APR		10,703	1,991	13,922	1,922	390	28,928	↑ 8.8%
MAY							0	
JUN							0	
JUL							0	
AUG							0	
SEP							0	
OCT							0	
NOV							0	
DEC							0	
TOTAL	-	37,883	7,020	49,645	5,662	3,592	103,802	
Market Share	0.00%	36.50%	6.76%	47.83%	5.45%	3.46%	100.00%	

2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total
JAN	197	7,766	575	11,068	1,589	1,165	22,360
FEB	0	6,781	658	11,041	1,535	1,659	21,674
MAR	0	7,614	860	13,154	2,040	1,947	25,615
APR	0	8,539	1,259	13,470	2,035	462	25,765
MAY	0	11,051	1,344	14,748	2,116	251	29,510
JUN	0	11,009	1,872	12,818	2,235	1,385	29,319
JUL	0	10,852	1,741	12,816	2,109	956	28,474
AUG	0	9,104	1,634	13,545	2,079	529	26,891
SEP	0	10,157	1,462	14,780	2,141		28,540
OCT	0	10,396	1,611	15,751	2,219	0	29,977
NOV	0	9,375	1,575	12,528	2,183	158	25,819
DEC	0	10,547	1,481	13,167	2,112	405	27,712
TOTAL	197	113,191	16,072	158,886	24,393	8,917	321,656
Market Share	0.06%	35.19%	5.00%	49.40%	7.58%	2.77%	100.00%

Scheduled Capacity



2026 YTD Market Share



2026	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO, LAS)	United (DEN)	Delta (SLC)	Total	YTD % Change
JAN		10,130	2,898	14,482	1,570	29,080	↓ -0.6%
FEB		9,924	2,740	13,222	1,426	27,312	↑ 2.8%
MAR		13,491	3,151	15,850	2,400	34,892	↑ 11.4%
APR		13,057	3,036	16,085	2,626	34,804	↑ 11.7%
MAY						0	
JUN						0	
JUL						0	
AUG						0	
SEP						0	
OCT						0	
NOV						0	
DEC						0	
TOTAL	-	46,602	11,825	59,639	8,022	126,088	
Market Share	0.00%	36.96%	9.38%	47.30%	6.36%	100.00%	

2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Delta (SLC)	Total
JAN	312	10,421	966	14,728	2,826	29,253
FEB	0	8,366	1,104	13,642	2,504	25,616
MAR	0	8,125	1,242	14,901	2,807	27,075
APR	0	10,845	1,932	15,453	2,742	30,972
MAY	0	12,614	2,484	15,926	2,746	33,770
JUN	0	12,495	2,484	14,182	2,690	31,851
JUL	0	12,712	2,484	14,614	2,700	32,510
AUG	0	10,606	2,484	15,322	2,646	31,058
SEP	0	11,681	2,208	16,522	2,650	33,061
OCT	0	12,308	2,484	17,846	2,798	35,436
NOV	0	12,204	2,484	15,015	2,620	32,323
DEC	0	12,443	2,484	15,418	2,830	33,175
TOTAL	312	134,820	24,840	183,569	32,559	376,100
Market Share	0.08%	35.85%	6.60%	48.81%	8.66%	100.00%

Load Factor

*Includes Scheduled Flights ONLY



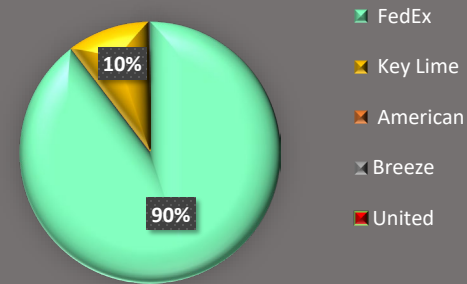
2026	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, LAS)	United (DEN)	Delta (SLC)	Total	YTD % Change
JAN	0%	85%	54%	80%	74%	79%	↑ 5.6%
FEB	0%	87%	57%	83%	75%	82%	↑ 4.1%
MAR	0%	77%	72%	79%	64%	77%	↓ -0.6%
APR	0%	83%	67%	88%	72%	83%	↓ -0.3%
MAY							
JUN							
JUL							
AUG							
SEP							
OCT							
NOV							
DEC							
TOTAL	0%	82%	63%	83%	70%	80%	

2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, LAS)	United (DEN)	Delta (SLC)	Total
JAN	64%	78%	64%	75%	61%	74%
FEB		82%	58%	81%	68%	79%
MAR		92%	64%	86%	67%	85%
APR		79%	71%	88%	75%	83%
MAY		87%	71%	94%	83%	89%
JUN		87%	71%	92%	78%	88%
JUL		92%	85%	90%	82%	90%
AUG		86%	65%	89%	81%	85%
SEP		90%	66%	90%	79%	88%
OCT		90%	73%	90%	83%	88%
NOV		80%	61%	87%	83%	82%
DEC		83%	61%	82%	79%	80%
TOTAL	64%	86%	68%	87%	77%	85%

2026 Enplaned and Deplaned Airfreight - Lbs

2026 Market Share

2026 YTD		
Enplaned Freight	1,174,151	↓ -4.30%
Deplaned Freight	1,722,714	↓ -0.09%
2025 YTD		
Enplaned Freight	1,226,851	
Deplaned Freight	1,724,318	



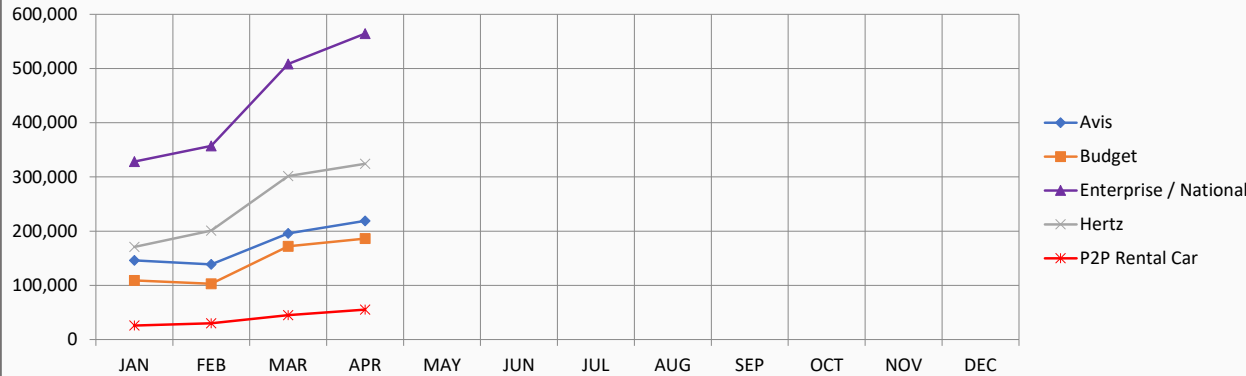
Enplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	YTD % Change
JAN	252,066	10,827	114		67	263,074	263,074	↓ -21.7%
FEB	299,365	14,671	6		14	314,056	577,130	↓ -6.2%
MAR	311,752	13,650	30		-	325,432	902,562	↓ -4.7%
APR	258,356	13,210	-		23	271,589	1,174,151	↓ -4.3%
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	1,121,539	52,358	150	-	104	1,174,151	1,174,151	
Market Share	95.52%	4.46%	0.01%	0.00%	0.01%	100.00%		

Deplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	YTD % Change
JAN	346,167	57,541	1,325		251	405,284	405,284	↓ -7.9%
FEB	402,664	54,768	1,438		325	459,195	864,479	↑ 0.4%
MAR	384,940	64,865	2,604		164	452,573	1,317,052	↑ 1.7%
APR	341,895	63,220	220		327	405,662	1,722,714	↓ -0.1%
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	1,475,666	240,394	5,587	-	1,067	1,722,714	1,722,714	
Market Share	85.66%	13.95%	0.32%	0.00%	0.06%	100.00%		

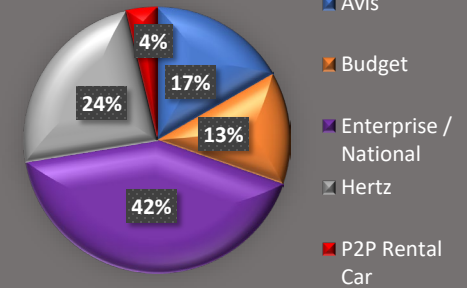
2026 Aircraft Operations

2026	Itinerant					Local			TOTAL
	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	
JAN	631	514	1,902	155	3,202	2,243	28	2,271	5,473
FEB	656	628	1,757	63	3,104	1,556	38	1,594	4,698
MAR	863	429	1,945	121	3,358	1,620	148	1,768	5,126
APR	776	467	1,744	75	3,062	1,570	38	1,608	4,670
MAY					0			0	0
JUN					0			0	0
JUL					0			0	0
AUG					0			0	0
SEP					0			0	0
OCT					0			0	0
NOV					0			0	0
DEC					0			0	0
TOTAL	2,926	2,038	7,348	414	12,726	6,989	252	7,241	19,967
Historical Data	2020	2021	2022	2023	2024	2025	2026	YOY Change by Mon	YTD % Change
JAN	3,713	4,904	4,477	4,054	5,138	5,712	5,473	↓ -4.18%	↓ -4.18%
FEB	4,378	4,195	4,672	3,457	5,169	5,327	4,698	↓ -11.81%	↓ -7.86%
MAR	3,241	4,710	4,636	4,390	5,135	5,348	5,126	↓ -4.15%	↓ -6.65%
APR	2,436	4,238	4,357	4,538	4,999	5,422	4,670	↓ -13.87%	↓ -8.45%
MAY	3,826	4,514	5,235	4,440	4,989	5,787	-		
JUN	4,588	5,000	4,785	4,473	4,814	5,202	-		
JUL	4,784	5,014	4,039	5,356	5,703	6,302	-		
AUG	5,436	4,858	4,983	5,250	5,430	6,035	-		
SEP	4,777	5,355	4,890	6,450	5,699	5,237	-		
OCT	5,216	5,095	5,171	5,690	5,484	6,167	-		
NOV	4,612	4,841	3,974	5,078	5,290	6,411	-		
DEC	4,532	4,269	3,746	6,135	6,082	5,104	-		
TOTAL	51,539	56,993	54,965	59,311	63,932	68,054			

2026 Rental Car Revenues



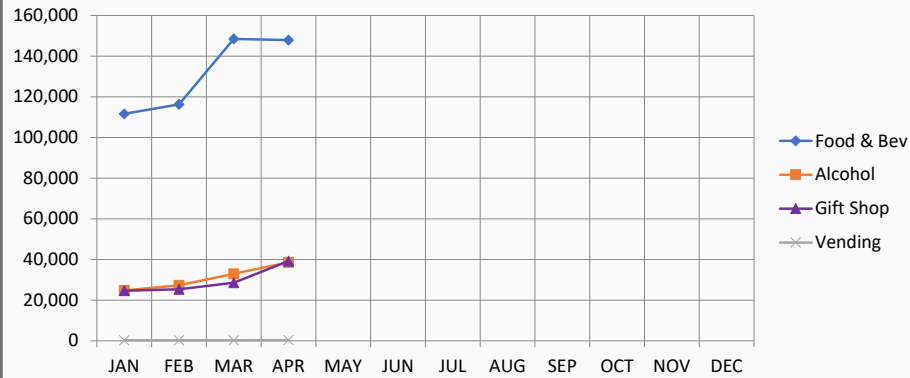
2026 Market Share



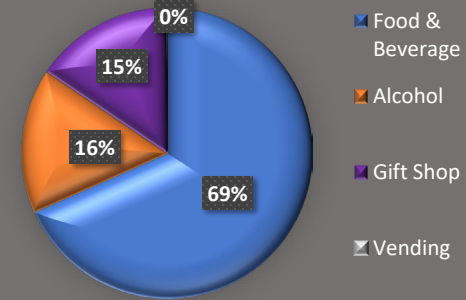
2026	Avis	Budget	Enterprise / National	Hertz	P2P Rental Car	Total	YTD Total	YTD % Change
JAN	146,125	109,238	328,306	170,850	25,834	780,353	780,353	↓ -0.3%
FEB	138,647	102,906	357,142	201,090	30,066	829,850	1,610,203	↑ 2.3%
MAR	195,950	172,160	508,590	301,684	45,151	1,223,535	2,833,738	↑ 6.7%
APR	219,010	186,240	564,431	324,259	55,228	1,349,168	4,182,905	↑ 12.2%
MAY						0		
JUN						0		
JUL						0		
AUG						0		
SEP						0		
OCT						0		
NOV						0		
DEC						0		
TOTAL	699,731	570,544	1,758,469	997,883	156,279	4,182,905	4,182,905	
Market Share	16.73%	13.64%	42.04%	23.86%	3.74%	100.00%		

2025	Avis	Budget	Enterprise / National	Hertz	P2P Rental Car	Total	YTD Total
JAN	177,649	75,662	341,247	168,007	20,074	782,639	782,639
FEB	157,334	95,025	353,513	158,523	26,952	791,346	1,573,986
MAR	241,126	119,346	476,761	217,652	26,940	1,081,825	2,655,810
APR	207,418	136,870	502,279	188,756	37,238	1,072,561	3,728,371
MAY	238,913	193,958	617,220	273,829	39,906	1,363,827	5,092,198
JUN	228,754	234,461	483,526	300,657	44,138	1,291,536	6,383,735
JUL	262,715	243,337	517,319	346,342	41,708	1,411,421	7,795,156
AUG	285,099	264,597	607,866	344,831	53,009	1,555,401	9,350,557
SEP	286,411	259,136	624,589	370,617	57,673	1,598,427	10,948,984
OCT	262,174	210,647	696,506	383,441	62,954	1,615,722	12,564,705
NOV	166,973	130,869	412,309	230,016	32,740	972,907	13,537,612
DEC	129,925	94,130	321,614	193,633	16,090	755,391	14,293,003
TOTAL	2,644,490	2,058,038	5,954,751	3,176,303	459,422	14,293,003	
Market Share	18.50%	14.40%	41.66%	22.22%	3.21%	96.79%	

2026 Terminal Concessions Revenues



2026 Market Share



2026	Food & Beverage	Alcohol	Gift Shop	Vending	Total	YTD % Change
JAN	111,626	24,776	24,624	281	\$ 161,307	↑ 4.3%
FEB	116,239	27,341	25,353	293	\$ 169,226	↑ 7.7%
MAR	148,452	32,966	28,533	305	\$ 210,256	↑ 11.8%
APR	147,851	38,615	39,213	327	\$ 226,006	↑ 12.2%
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
TOTAL	524,168	123,698	117,723	1,206	766,795	

2025	Food & Beverage	Alcohol	Gift Shop	Vending	Total
JAN	105,681	27,416	21,205	359	\$ 154,661
FEB	104,248	26,277	21,406	321	\$ 152,251
MAR	120,796	31,321	24,545	308	\$ 176,969
APR	134,680	34,240	30,208	281	\$ 199,409
MAY	161,823	41,443	41,115	279	\$ 244,659
JUN	166,904	34,456	37,315	271	\$ 238,946
JUL	165,767	36,377	38,649	271	\$ 241,062
AUG	156,513	35,190	38,713	270	\$ 230,686
SEP	140,169	38,278	36,988	275	\$ 215,710
OCT	155,383	40,858	42,722	273	\$ 239,236
NOV	124,208	30,578	30,972	275	\$ 186,033
DEC	133,256	33,987	33,005	278	\$ 200,526
TOTAL	1,669,426	410,420	396,843	3,459	2,480,147
Market Share	67%	17%	16%	0%	100%

Grand Junction Regional Airport Authority

Operating Income

Unaudited - subject to change

As of Date:

04/30/2026

	Month			Budget Variance		Prior Year Variance		
	04/30/2026	04/30/2026	04/30/2025	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var	
	Budget	Actual	PY Actual					
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	\$ 86,563	\$ 94,457	\$ 79,399	\$ 7,894	9.1%	\$ 15,058	19.0%
2	Terminal rent	157,587	159,220	141,252	1,633	1.0%	17,968	12.7%
3	Other (boarding bridge)	2,906	5,249	2,850	2,343	80.6%	2,399	84.2%
	Total Passenger airline revenue	247,056	258,926	223,501	11,870	4.8%	35,425	15.9%
Non-passenger airline revenue								
4	Non-passenger landing fees	14,692	15,219	13,266	527	3.6%	1,953	14.7%
5	Cargo and hangar rentals	5,801	5,748	5,597	(53)	-0.9%	151	2.7%
6	Fuel tax	28,667	35,568	17,112	6,901	24.1%	18,456	107.9%
7	Fuel Flowage Fees and Sales	34,745	27,978	27,538	(6,767)	-19.5%	440	1.6%
8	Other (ramp parking, rapid refuel)	1,500	915	1,102	(585)	-39.0%	(187)	-17.0%
	Total Non-passenger airline revenue	85,405	85,428	64,615	23	0.0%	20,813	32.2%
	Total Aeronautical revenue	332,461	344,354	288,116	11,893	3.6%	56,238	19.5%
Non-aeronautical revenue								
9	Land and building leases	83,895	86,695	80,539	2,800	3.3%	6,156	7.6%
10	Terminal - restaurant & retail	26,558	32,367	28,563	5,809	21.9%	3,804	13.3%
11	Terminal - other	15,500	15,609	15,500	109	0.7%	109	0.7%
12	Rental cars	152,807	186,317	151,594	33,510	21.9%	34,723	22.9%
13	Parking	209,522	209,490	187,432	(32)	0.0%	22,058	11.8%
14	Ground Transportation	9,060	12,225	10,162	3,165	34.9%	2,063	20.3%
15	Other (advertising, security fee, vending, etc)	11,651	9,148	19,501	(2,503)	-21.5%	(10,353)	-53.1%
	Total Non-aeronautical revenue	508,993	551,851	493,291	42,858	8.4%	58,560	11.9%
	Total Operating revenues	841,454	896,205	781,407	54,751	6.5%	114,798	14.7%

Variance Explanations - April 2026 Revenue Compared to Budget- Preliminary Financial Statements (Unaudited)

	Apr-26	Apr-26	Apr-25	Budget Variance		PY Variance	
	Budget	Actual	Actual				
Seat Capacity	30,681	34,804	30,972	4,123	13%	3,832	12%
Passenger Landed Weight	32,751,000	35,710,548	34,239,360	2,959,548	9%	1,471,188	4%
Enplanements (Excluding Diversions)	24,897	28,913	25,601	4,016	14%	3,312	13%
Load Factor (Excluding Diversion Enpl)	81%	83%	83%		2%		0%

Variance explanations and account explanations have been provided below for revenue accounts that have a budget-to-actual variance of more than 5% and where the revenue account makes up at least 5% of the monthly budgeted operating revenue for April (\$42K), plus any other with impactful variances.

Operating Revenues: Total operating revenues exceeded budget by 6% (\$55K). Non-aeronautical revenue exceeded budget by 8% (\$43K) driven by more commercial airline activity and passengers than budgeted.

- 1 **Passenger airline landing fees** - Passenger landing fees in April are 9% (\$8K) ahead of budget, which corresponds to the higher-than-budgeted passenger airline landed weight.
- 7 **Fuel flowage fees and fuel sales** - Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are driven by GA operations, including military refueling and the BLM firefighting activities. The 2026 monthly budget was based on historical seasonality in revenues and April actual fuel flowage fees and sales was below budget by 20% (\$7K).
- 12 **Rental Cars** - Rental car revenues are ahead of budget by 22% (\$34K) for the month. The rental car revenue is budgeted based on a spend per passenger and total passenger traffic in April and the spend per passenger surpassed expectations.

Grand Junction Regional Airport Authority

Operating Income an Expense

Unaudited - subject to change

As of Date:

04/30/2026

	Year to Date			Budget Variance		Prior Year Variance		
	04/30/2026	04/30/2026	04/30/2025	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var	
	Budget	Actual	PY Actual					
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	\$ 319,023	\$ 367,383	\$ 298,204	\$ 48,360	15.2%	\$ 69,179	23.2%
2	Terminal rent	624,021	633,549	564,756	9,528	1.5%	68,793	12.2%
3	Other (boarding bridge)	11,151	20,054	10,638	8,903	79.8%	9,416	88.5%
	<i>Total Passenger airline revenue</i>	<u>954,195</u>	<u>1,020,986</u>	<u>873,598</u>	<u>66,791</u>	<u>7.0%</u>	<u>147,388</u>	<u>16.9%</u>
Non-passenger airline revenue								
4	Non-passenger landing fees	56,963	57,845	51,948	882	1.5%	5,897	11.4%
5	Cargo and hangar rentals	22,592	22,538	21,962	(54)	-0.2%	576	2.6%
6	Fuel tax	114,668	86,128	88,801	(28,540)	-24.9%	(2,673)	-3.0%
7	Fuel Flowage Fees and Sales	160,540	137,100	128,921	(23,440)	-14.6%	8,179	6.3%
8	Other (ramp parking, rapid refuel)	6,000	5,347	4,073	(653)	-10.9%	1,274	31.3%
	<i>Total Non-passenger airline revenue</i>	<u>360,763</u>	<u>308,958</u>	<u>295,705</u>	<u>(51,805)</u>	<u>-14.4%</u>	<u>13,253</u>	<u>4.5%</u>
	<i>Total Aeronautical revenue</i>	<u>1,314,958</u>	<u>1,329,944</u>	<u>1,169,303</u>	<u>14,986</u>	<u>1.1%</u>	<u>160,641</u>	<u>13.7%</u>
Non-aeronautical revenue								
9	Land and building leases	263,805	272,178	257,450	8,373	3.2%	14,728	5.7%
10	Terminal - restaurant & retail	99,141	109,657	97,868	10,516	10.6%	11,789	12.0%
11	Terminal - other	62,000	62,420	62,002	420	0.7%	418	0.7%
12	Rental cars	518,734	572,650	514,706	53,916	10.4%	57,944	11.3%
13	Parking	851,456	877,895	819,425	26,439	3.1%	58,470	7.1%
14	Ground Transportation	33,072	43,450	34,508	10,378	31.4%	8,942	25.9%
15	Other (advertising, security fee, etc.)	32,193	36,236	49,330	4,043	12.6%	(13,094)	-26.5%
	<i>Total Non-aeronautical revenue</i>	<u>1,860,401</u>	<u>1,974,486</u>	<u>1,835,289</u>	<u>114,085</u>	<u>6.1%</u>	<u>139,197</u>	<u>7.6%</u>
	Total Operating Revenues	<u>\$ 3,175,359</u>	<u>\$ 3,304,430</u>	<u>\$ 3,004,592</u>	<u>\$ 129,071</u>	<u>4.1%</u>	<u>\$ 299,838</u>	<u>10.0%</u>
Operating expenses								
16	Personnel compensation and benefits	\$ 1,145,384	\$ 1,145,127	\$ 1,027,230	(257)	0.0%	117,897	11.5%
17	Communications and utilities	136,758	158,510	138,063	21,752	15.9%	20,447	14.8%
18	Supplies and materials	245,758	274,986	224,777	29,228	11.9%	50,209	22.3%
19	Contract services	339,708	296,165	235,833	(43,543)	-12.8%	60,332	25.6%
20	Repairs & maintenance	204,366	415,473	227,457	211,107	103.3%	188,016	82.7%
21	Insurance	67,784	62,783	59,185	(5,001)	-7.4%	3,598	6.1%
22	Training, Travel, & Air Service Development	81,672	63,442	59,661	(18,230)	-22.3%	3,781	6.3%
23	Other Expense (marketing, professional dues, etc.)	46,656	42,971	28,935	(3,685)	-7.9%	14,036	48.5%
	<i>Total Operating expenses</i>	<u>2,268,086</u>	<u>2,459,457</u>	<u>2,001,141</u>	<u>191,371</u>	<u>8.4%</u>	<u>458,316</u>	<u>22.9%</u>
	Excess of Operating revenue over (under) expense	<u>\$ 907,273</u>	<u>\$ 844,973</u>	<u>\$ 1,003,451</u>	<u>\$ (62,300)</u>	<u>-6.9%</u>	<u>\$ (158,478)</u>	<u>-15.8%</u>

Variance Explanations - YTD April 2026 Preliminary Financial Statements (Unaudited)

Below are variance explanations for revenue and expense accounts with a budget variance of more than 5% and when the revenue or expense category makes up at least 5% of the YTD operating budget (\$159K for revenue and \$161K for operating expenses) and other impactful variances.

	YTD April 26 Budget	YTD April 26 Actual	YTD April 25 Actual	Budget Variance	PY Variance
Seat Capacity	115,109	126,088	112,916	10,979	13,172
Passenger Landed Weight	123,083,231	136,823,980	125,337,623	13,740,749	11,486,357
Enplanements	90,298	101,133	90,710	10,835	10,423
Load Factor (Excl Diversion)	78%	80%	80%	2%	0%

YTD Operating Revenues: Total operating revenues are ahead of budget by \$129K (4%) and are almost \$300K (11%) ahead of April 2025 YTD revenue. The most significant variances are due to higher-than-expected revenue from passenger airline landing fees and rental cars driven by the increase in passenger traffic.

- 1 **Passenger Airline Landing Fees** - Passenger landing fees exceeded budget by 15% (\$48K) due to higher than budgeted passenger airline landed weight.
- 6 **Fuel Tax** - Fuel tax revenue was short of budget by 41% (\$35K) year-to-date through March and that budget deficit was reduced when higher payments were received in April, although we are still almost \$29K and 25% below budget. With the higher fuel taxes and activity, we anticipate that we will meet or exceed the budget for the year, however, the state has indicated that the funding remittance is behind schedule and this amount is recorded on a cash basis since we do not have all of the information available to make an accurate estimate at this time and given the fact that fuel tax revenue as a percent of total revenue is relatively small.
- 7 **Fuel flowage fees and fuel sales** - Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are driven by GA and Military operations which can be inconsistent throughout the year. The 2026 monthly budget was based on historical seasonality in revenues and April fuel flowage fees and sales was unfavorable to budget by 15% (\$23K).
- 12 **Rental Cars** - Rental car revenues are ahead of budget by 10% (\$54K) due to an increase in passenger traffic with more than 50% of the positive variance coming in April. The monthly rental car revenue budget was developed based on historical seasonal trends in spend per passenger.

YTD Operating Expenses: Operating expenses YTD through April are 8% (191K) ahead of budget with the largest variance in repairs and maintenance which was budgeted on a straight line basis throughout the year, however, we have incurred costs for repair projects in first quarter.

- 18 **Supplies & Materials** – Supplies and materials are 12% (\$29K) below budget. The monthly budget allocates funds evenly across the year, however, actual expenses are incurred on an as-needed basis.
- 19 **Contract Services** – Contract services is below budget by 13% (\$44K). The monthly budget allocates funds evenly across the year. Actual expenses are incurred on an as-needed basis.
- 20 **Repairs & Maintenance** – Repairs and maintenance expenses are \$211K ahead of budget due to the costs of some major improvement projects completed in the first quarter, including the up-escalator work.

May individual payments over \$110K

Vendor	Check Amount	Project Notes	FAA Funding	CDOT Funding	GJRAA Funding
KELLEY TRUCKING INC.	\$ 3,738,114	AIP 82, 83,85 Pavement Subbase Schedule 1 & 2,	\$ 3,479,818	\$ 47,361	\$ 210,934
FCI CONSTRUCTORS, INC	\$ 2,109,571	AIP 90 Air Traffic Control Tower Remodel, Solar Canopy Project,	\$ 113,706	\$ -	\$ 1,995,866
PIERCE MANUFACTURING INC.	\$ 557,552	ARFF Truck		\$ 501,797	\$ 55,755
MOUNTAIN VALLEY CONTRACTIN	\$ 334,955	Terminal Parking Lot Expansion			\$ 334,955
MEAD & HUNT	\$ 242,450	AIP 83 Rwy 12-30 Pavement Subbase Schedule 2 (Phase 1),AIP 82 Rwy 12-30 Pavement Subbase Schedule 1, AIP 88 Shift Runway 11/29 (Transition Design)	\$ 218,205		\$ 24,245
XCEL ENERGY	\$ 315,809	AIP 83 Rwy 12-30 Pavement Subbase Schedule 2 (Phase 1)	\$ 284,228		\$ 31,581
Total	\$ 7,298,451		\$ 4,095,957	\$ 549,158	\$ 2,653,336