

DATE: January 14, 2022
TO: SAA Board of Directors
FROM: Tim Rogers and Shelli Swanson
SUBJECT: **January 19, 2022, SAA Regular Board Meeting**

Enclosed are items for your review prior to Wednesday's meeting. Please note that the meeting will be held in the **first-floor conference room, Hangar 600, 2720 Arnold Ct.** A map showing the location of Hangar 600 is enclosed in your board meeting packet. The meeting is also available via the following GoToMeeting link.

<https://global.gotomeeting.com/join/648914173>

Wednesday's meeting will feature discussion concerning the following 2022 Airport Authority operating plan priorities.

- Scheduled air service growth and development
- Provide adequate terminal building space and parking for passengers
- Leasing available Airport Authority office space

Please note the following agenda comments.

Agenda Item #5 – Review of Airport Activity and Financial Reports for the Month and Year Ending December 31, 2021 (Rogers and Swanson)

Airport Activity – Air Traffic (Rogers)

The Salina air traffic control tower (ATCT) recorded 5,463 operations during December 2021 which was a 28% increase as compared to the December 2020 total of 4,269. For the year-to-date, a total of 80,970 operations have occurred at the Salina Airport which is 34% more than the December 2020 YTD total of 60,448.

Airport Activity – Fuel Flowage (Rogers)

The December 2021 fuel flowage came in at 171,150 gallons which was 49% more than the December 2020 total of 114,869 gallons. For the year-to-date, a total of 2,096,198 gallons has been delivered on the Airport which is 9% less than the December 2020 YTD total of 2,295,009 gallons.

Airport Activity – Passenger Enplanements (Rogers)

During December 2021 SkyWest enplaned 2,032 passengers, which was a 223% increase over the December 2020 total of 628 passengers. The December YTD total passenger count was 3,918 which was a 235% increase over the December 2020 YTD total of 1,168.

Financial Reports – Comments and Notes (Swanson)

Note: The December 31, 2021, yearend, financial reports will be delivered and posted by 12:00 Noon on Tuesday, January 18.

Financial Reports – December Significant Expenditures/Payables Report Enclosed

Pending

The below table represents disbursements from the 2021-1 GO Temporary Note project fund account during December 2021.

111 - BSB 2021-1 GO Temp Note (8146)							2,751,012.32
Bill Pmt -Check	12/14/2021	1001	Clark, Mize & Linville		20 - Accounts payable	-34.20	2,750,978.12
Bill Pmt -Check	12/14/2021	1002	Moody's Investors...		20 - Accounts payable	-7,500.00	2,743,478.12
Bill Pmt -Check	12/22/2021	1003	Hutton Corporation		20 - Accounts payable	-84,959.68	2,658,518.44
Bill Pmt -Check	12/22/2021	1004	Ryan Roofing, Inc.		20 - Accounts payable	-47,748.75	2,610,769.69
Bill Pmt -Check	12/22/2021	1005	Hutton Corporation		20 - Accounts payable	-5,600.00	2,605,169.69
Bill Pmt -Check	12/22/2021	1006	Hutton Corporation		20 - Accounts payable	-4,300.00	2,600,869.69
Deposit	12/31/2021			Interest	810 - Interest income ...	465.32	2,601,335.01
Total 111 - BSB 2021-1 GO Temp Note (8146)							-149,677.31
Total Cash in Bank-Bond Funds							-149,677.31
TOTAL							-149,677.31
							2,651,155.53

Financial Reports – Accounts Receivable Past Due 31 days or more as of January 14, 2022 (Swanson)

Account	Amount	Days	Comments
108 th Aviation Regiment	\$130	>90	Hangar rental
Ft. Riley, 1 st ID	\$3,535	>90	Hangar rental
AGCO Corporation	\$278	31-60	Finance Charges
Brown, Shane	\$265	31-60	Storage rent & late fees
Eastern Airlines	\$1,535	31-60	Landing fees & ARFF coverage
Federal Aviation Administration	\$1,399	31-90	Level 2 cleaning fee
Gebhardt, Max	\$40	31-90	Late Fees
Sierra Nevada Corporation	\$645	>90	Equipment rental

Agenda Item #6 – Calendar Year 2021 Air Service Review and Presentation of the 2022 Air Service Catchment Area Study (Rogers and Foss)

The Airport Authority's air service consultant, Gary Foss, will attend the meeting to present his review of Salina's 2021 air service performance. Gary will also present the recently completed 2022 air service catchment area study.

The 2021 air service performance review will confirm the fact that Salina's United Express flights operated by SkyWest Airlines performed at a level greater than the national average. Salina was able to achieve significant passenger growth during a pandemic unlike other markets. Keys to a successful 2021 were a coordinated Fly SLN marketing campaign and continuous attention to fares. The focus on marketing and fares resulted in passenger growth that exceeded 2019 numbers.

The 2022 air service catchment area study validates expectations that regional jet service would draw area passengers to the Salina Airport. The partnership with United Airlines and SkyWest Airlines has resulted in measurable market growth and provides guidance on how to best focus future marketing efforts.

Agenda Item #7 – Approval of GSA Lease No. GS-06P-LK00464 For TSA Office Space at the M.J. Kennedy Air Terminal (Swanson)

In February 2017, the Salina Airport Authority entered into a 5-year Lease Agreement with the General Services Administration for approximately 674 sq. ft. of office space located at the M.J. Kennedy Air Terminal Bldg. The space is located just to the south of the Terminal lobby restrooms and north of the Hertz offices and is comprised of 2 offices and 1 small break room. The 2017 Lease Agreement is scheduled to expire on March 31, 2022.

SAA staff has been working with the GSA on the attached new Lease Agreement No. GS-06P-LKS00464 that would continue to provide for the TSA offices and take effect April 1, 2022.

The initial and expiring 2017 Lease terms are as follows:

Initial Lease Term:	Lease years 1-3 (April 2017-March 2020)
Rental Rate:	\$1,144.33 per month or \$13,732 per year
Rate per/sq. ft./year:	\$20.37/SF/Year (Base Rent \$13.22 – Operating Costs \$7.15)
Renewal Term:	Lease years 4-5 (April 2020-March 2022)
Rate per/sq. ft./year:	Base Rent - \$13.81/SF/Year plus Operating Costs based on revised annual cost of services and utilities. Expiring \$1,213.73 per month or \$14,564.70 per year \$21.61/SF/Year (Base \$13.81 - Operating Costs \$7.79 SF/Year)

The basic proposed new 2022 Lease Agreement terms are as follows:

Lease Term:	Seven years (April 2022-March 2029)
Rental Rate:	\$1,233.14 per month or \$14,797.74 per year
Rate per/sq. ft./year:	\$21.96/SF/Year (Base Rent \$14.04 – Operating Costs \$7.92)
Operating Cost Adjustment	CPI Adjustment annually, beginning with the 2 nd year of the Lease
Early Termination	The GSA may terminate this Lease with 60 days' prior written notice under certain circumstances as defined under Section 1.04 of the Lease.

Additionally, the SAA will provide and contract for the following services and utilities: electricity, heat, water, snow removal, trash removal, chilled drinking water, HVAC, toilet supplies & cleaning, janitorial services and supplies, grounds maintenance, window washing, carpet cleaning, painting, and pest control.

Recommendation: Approval of proposed leased terms and authorization for Salina Airport Authority Board Chair Gunn and Director Weisel to sign GSA Lease Agreement No. GS-06P-LKS00464.

Agenda Item #8 –Approval of an Engineering Contract with H.W. Lochner, Inc for the design of M.J. Kennedy Air Terminal Overflow Parking. (Rogers and Cunningham)

During the Christmas and New Years travel season the existing paved and overflow terminal building parking lot was filled to and over capacity. Passenger vehicles parked in grass areas and on the edge of stormwater drainage ditches. The best option for immediate relief is to build a second overflow parking area south of the terminal building. A south overflow parking lot will require two (2) crossings over the existing stormwater drainage ditch. The south overflow parking lot will be sized to accommodate another 150 vehicles that will provide a total of 350 parking spaces. The location of the south overflow parking lot is in the location of the planned expansion of paved terminal building parking to be constructed with FAA AIP grant funds.

H.W. Lochner (Lochner) is the engineering design and consulting firm selected to design and construct new paved terminal building parking. The enclosed agreement provides for the civil engineering design for two stormwater drainage ditch crossings (see attached proposed agreement and exhibit). Lochner will also complete survey work needed to design of the crossings, establish a finished elevation for the overflow parking lot and assist with project bidding. The SAA has concrete millings on hand that can be used for the overflow parking lot. The project may require some aggregate to be hauled in in order to provide the best possible parking surface.

The south overflow parking lot will be lighted via Every public area lighting (PAL). Vehicle curb stops will be placed to better delineate parking rows.

Lochner's propose fee to engineering and design assistance is \$18,500. Currently, we do not have an estimated cost for construction. The Lochner fee will be funded from the SAA's federal grant (for airport improvements) matching fund account.

Recommendation: Approval of the proposed agreement with H.W. Lochner for the design of the south terminal building overflow parking lot crossings and associated survey work in the amount of \$18,500.

Please contact us if you have any questions or comments.

SALINA AIRPORT AUTHORITY REGULAR BOARD MEETING
Hangar H600, First Floor Conference Room
2720 Arnold Court
Or
Online Via GoToMeeting

January 19, 2022 – 8:00 AM

AGENDA

Action Items (Gunn)

1. Call to order and determine that a quorum is present and confirm that the meeting notice has been published. (Gunn)
2. Recognition of guests. (Gunn)
3. Additions to the agenda and agenda overview. (Rogers)
4. Approval of the minutes of the December 15, 2021, regular board meeting and January 12, 2022, special board meeting. (Gunn)
5. Review of airport activity and financial reports for the month and calendar year ending December 31, 2021. (Rogers and Swanson)
6. Calendar year 2021 air service review and presentation of the 2022 air service catchment area study. (Rogers and Foss)
7. Approval of GSA lease No. GS-06P-LK00464 for office space provided to the TSA in the M.J. Kennedy Air Terminal. (Swanson)
8. Approval of an engineering contract with H.W. Lochner, Inc for the design of M.J. Kennedy Air Terminal overflow parking. (Rogers and Cunningham)

Directors' Forum (Gunn)

Visitor's Questions and Comments (Gunn)

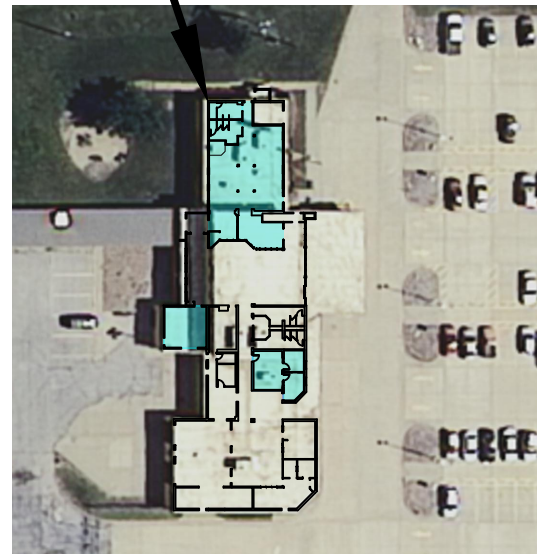
Staff Reports (Rogers)

9. A review of December 15, 2021, windstorm damage to SAA buildings. (Cunningham and Swanson)
10. Review of the preliminary plat for the Aero Plains Addition to the City of Salina. (Rogers)

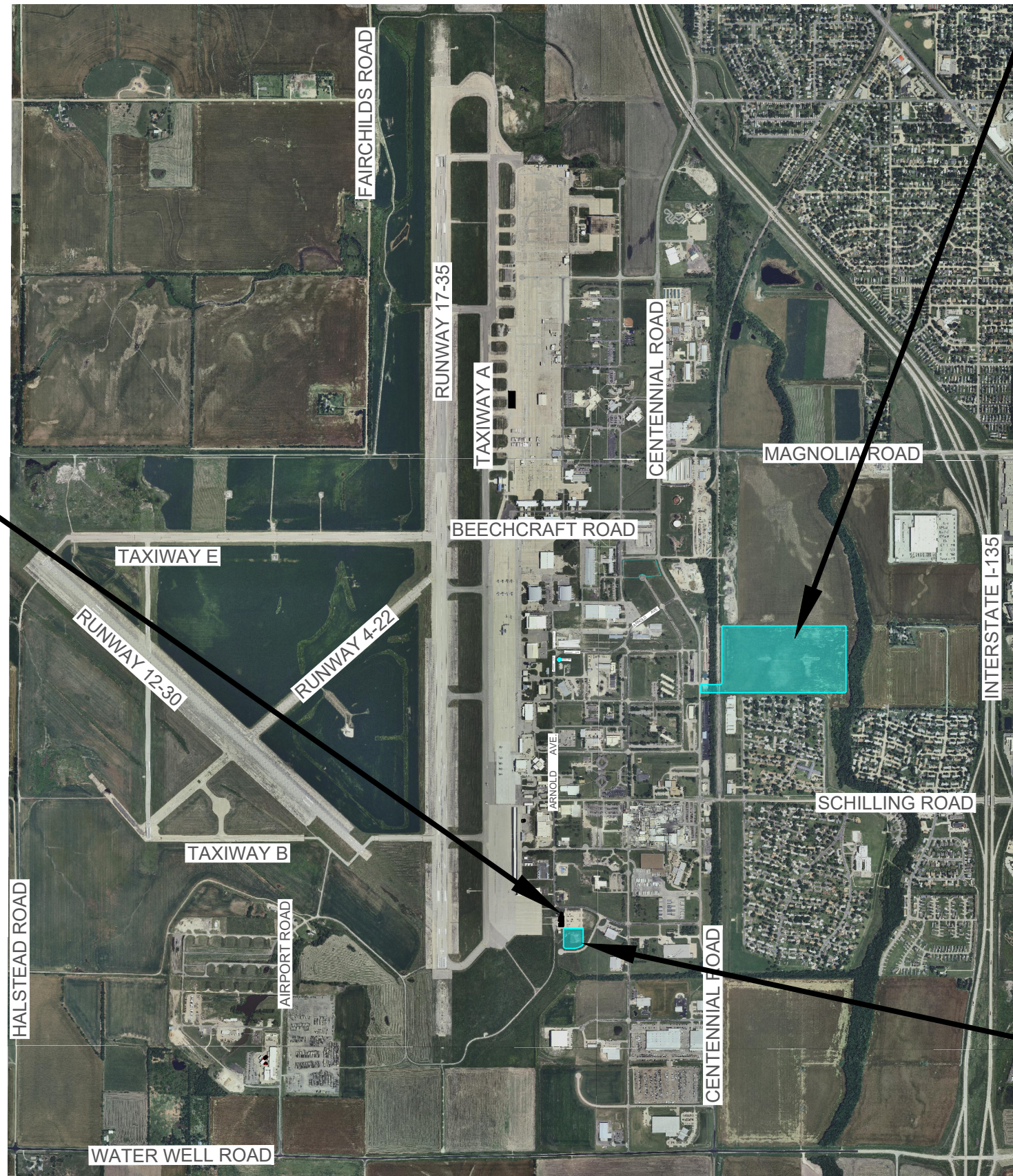
Announcements (Windhorst)

Adjournment (Gunn)

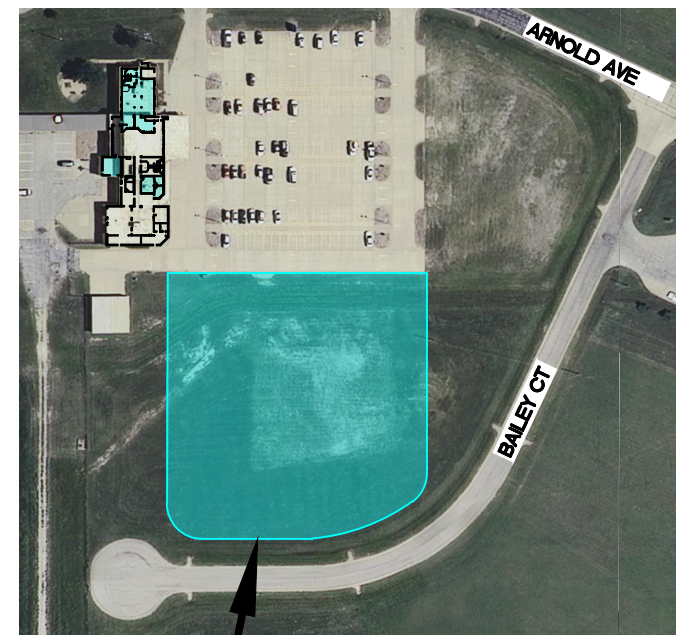
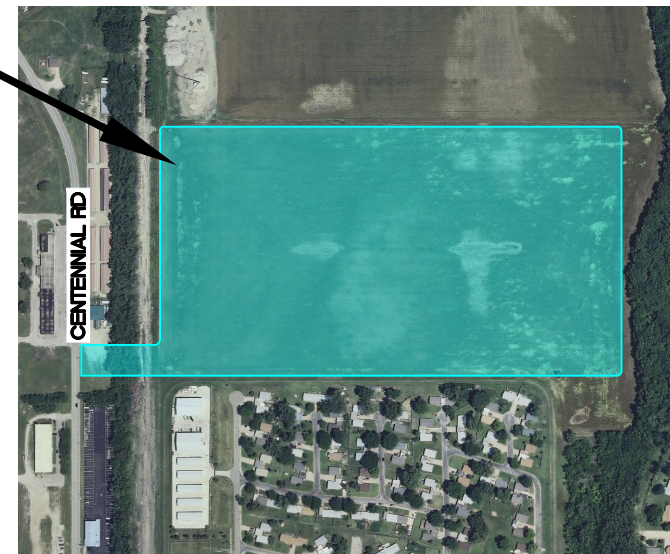




Building 120,
M.J. Kennedy Air
Terminal



Aero Plains
Addition



Building 120,
Terminal Overflow
Parking



Drawing Number 3024-01-22



3237 ARNOLD, SALINA, KS 67401
(785-827-3914 FAX: 785-827-2221)

None : REVISIONS

MWC : DESIGNED BY

MWC : DRAWN BY

1" = 2000' : SCALE

01/14/22, 1500 : DATE

**MINUTES OF THE REGULAR MEETING OF THE BOARD
OF DIRECTORS OF THE SALINA AIRPORT AUTHORITY
DECEMBER 15, 2021
HANGAR 600, ROOM 100**

Call to Order

The meeting was called to order at 8:00 A.M. by Chair Kristin Gunn. Chair Gunn confirmed that a quorum was present, and Business and Communications Manager Kasey Windhorst stated that the board meeting notice and packet was published and distributed on Friday, December 10, 2021.

Attendance

Attendance was taken. Chair Gunn, Directors Weisel, Roberg, Buer (via VTC) and Eichelberger (via VTC) were present. Executive Director Tim Rogers; Director of Administration and Finance Shelli Swanson; Director of Facilities and Construction Maynard Cunningham (via VTC); Business and Communications Manager Kasey Windhorst; Airport Administration Specialist Michelle Moon; and Attorney Greg Bengtson were in attendance. Bob Vidricksen, Saline County Commissioner attended the meeting via video conference.

Additions to the Agenda

Chair Gunn asked if there were any additions to the agenda. Executive Director Rogers stated there were no additions to the agenda.

Minutes

Chair Gunn asked if the board members had additions or corrections to the minutes of the November 17, 2021, regular board meeting or the December 1, 2021, special board meeting. Director Weisel moved, seconded by Director Roberg, to approve the minutes of the November 17, 2021 regular board meeting and the December 1, 2021 special board meeting. Motion passed unanimously.

Airport Activity and Financial Reports

Executive Director Rogers reported that during November 2021, the air traffic control tower (ATCT) recorded 6,808 operations, a 34% increase as compared to the November 2020 total of 5,078. Year-to-date, a total of 75,507 operations have occurred which is also a 34% increase over November 2020 YTD total of 56,179. Fuel Flowage for November 2021 came in at 160,279 gallons. This is 12% less than the November 2020 total of 171,011 gallons; November 2021 year-to-date is 1,925,048 gallons, 12% less than the November 2020 YTD total of 2,180,258 gallons. Passenger enplanements for SkyWest during November 2021 was 1,949 passengers, 224% over November 2020 total of 602 passengers. November YTD passenger count was 3,893 which was a 261% increase over the November 2020 YTD total of 1,079. 2021 passenger enplanements continue to recover at a pace greater than the national average. Rogers reviewed the key performance indicators prepared by ArkStar Group.

Director of Administration and Finance Swanson reported on the financials for the month of November 2021. November's cash in bank increased due to closing on temporary notes. Total operating income for November was at \$382,630, 17% over budget. Revenues continue to be ahead of 2020 levels by 8.2% YOY. Total operating expenses are 13% over budget and 15.4% over 2020 with utilities representing 42% of the YOY increase. Net operating income before depreciation at

November's close was \$137,792, which is \$95,509 ahead of budget projection. Swanson presented a detailed report of expenditures from the 2021-1 General Obligation Temporary Note that closed on November 10, 2021.

SAA entered into a 3-week lease with Fort Riley's Combat Aviation Brigade for the leasing of 18,394 sq. ft. of hangar space, offices, and ground support equipment in support of upcoming military flights. This short-term agreement will generate \$14,875 in rental in December. The Combat Aviation Brigade is a regular customer and airport user.

SAA's 2022 Operating Plan and Budget

Swanson presented the 2022 Operating Plan and Budget for the Board's review, including detailed expense reports and updates to the 2022 budget summary. Rogers highlighted on significant goals and objectives for 2022.

Director Weisel moved, seconded by Director Roberg to approve the proposed 2022 Operating Plan and Budget Report. Motion carried unanimously.

2022 Liability and Commercial Property Insurance Coverage

Rogers provided an overview of policies and renewals scheduled for January 1, 2022. Swanson reviewed the preliminary summary of the 2022 insurance package and premiums and commented on changes for the upcoming calendar year to include policy limits, deductible amounts and premiums for the Authority's automobile, equipment, commercial property, environmental, workers' compensation, cyber, and liability insurance coverages.

SAA Resolution No. 21-12

Swanson reviewed SAA Resolution No. 21-12 and stated that the current Flexible Spending Account plan year was established in 2002 to begin each February 1, which coincided with the health insurance plan year. The SAA participates in and is a group member under the City of Salina's health insurance plan. For 2022, the City is changing the health insurance plan year commencement from February 1 to January 1. Resolution 21-12 will provide the SAA the ability to modify the Section 125 plan commencement date to align with the health insurance plan.

Director Roberg moved to approve Resolution No. 21-12 amending the Salina Airport Authority's Health Care and Dependent Care Flexible Spending Account. Seconded by Director Weisel. Motion passed unanimously.

Hangar H959 Demolition of Abandoned Boiler Equipment

Director Roberg abstained and excused himself from the discussion and motion. Rogers noted that Airport Authority director Tod Roberg was not involved in the solicitation of bids. Rogers provided an overview of the proposed project and reviewed the following bid summary with the board.

Contractor	Bid Amount
1 Vision	\$22,000
Systems 4	\$32,193
T&R Construction	\$16,875

Director Eichelberger moved to accept the low bid submitted by T&R Construction in the amount of \$16,875 for the demolition of abandoned boiler equipment in Shop #4 at hangar H959, seconded by Director Buer. Motion carried 4-0, with Director Roberg abstaining.

Staff Reports

Rogers updated the board on the concourse improvement project's completion including the installation of the heating and cooling units this week, window installations in progress and restroom facilities by January 31, 2022. SkyWest gate podium and seating will be in place this week. Carpet will be installed by January 19, 2022. The inspection has been completed and a temporary Occupancy Permit has been issued by the City of Salina.

Rogers discussed a new workforce housing development that is being planned for adjoining land to SAA property. The development will need a road to connect the location to Centennial Road; the egress would be through SAA property. The City of Salina is reworking the drainage along Centennial Road. Developers will be working on the design and the SAA will be involved in the final approval of the plans for the outlet.

Executive Session

At 9:05 AM. Director Buer moved the following:

I move that the Salina Airport Authority board of directors recess into executive session for fifteen (15) minutes to discuss the subject of the Executive Director's performance evaluation and matters affecting the privacy interests of other individual employees based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1). The open meeting will resume in this room at 9:20 AM.

Director Roberg second the motion. The motion passed unanimously.

The open meeting resumed at 9:20 AM.

Director Weisel motioned to extend the Executive Director's contract for one year, commencing January 1, 2022 and terminating December 31, 2022. Seconded by Director Roberg. Motion passed unanimously.

Upon a motion duly made, the meeting adjourned at 9:22 A.M.

Minutes approved at the January 19, 2022 Board Meeting.

Secretary

(SEAL)

**MINUTES OF THE SPECIAL MEETING OF THE BOARD
OF DIRECTORS OF THE SALINA AIRPORT AUTHORITY
JANUARY 12, 2022
HANGAR 600, ROOM 100**

Call to Order

The meeting was called to order at 8:00 A.M. by Chair Kristin Gunn. Chair Gunn confirmed that a quorum was present. Business and Communications Manager Kasey Windhorst stated that the board meeting notice was published and distributed on Thursday, January 6, 2022. The amended agenda was distributed on Monday, January 10, 2022.

Attendance

Attendance was taken. Chair Gunn, Directors Eichelberger, Roberg, Buer and Weisel (via VTC) were present. Executive Director Tim Rogers; Director of Administration and Finance Shelli Swanson; Director of Facilities and Construction Maynard Cunningham; Business and Communications Manager Kasey Windhorst; Airport Administration Specialist Michelle Moon; and Attorney Greg Bengtson were in attendance. Guests included based pilots Dan Reed, Terry Burger, Mark Zeiler, and Michael Bunn; Jim Sponder and Kevin Moyer, 1 Vision Aviation.

Additions to the Agenda

Chair Gunn asked if there were any additions to the agenda. Executive Director Rogers stated there were no additions to the agenda. Rogers noted an update on the storm damage would be provided prior to going into executive session.

Storm Damage Update

Executive Director Rogers provided a summary of the storm damage sustained on December 15, 2021. Manley Structural Engineers assessed the storm damage and noted the A, B and D hangars are repairable. The P hangars appear to be obsolete and not salvageable. Director of Facilities and Construction Cunningham commented on inspections completed after the windstorm. Director of Administration and Finance Swanson discussed funding sources. Swanson noted the insurance deductible is 3% or a minimum of \$200,000 for structures. The State of Kansas declared a natural disaster for Saline County which allows the SAA to receive FEMA funding to help cover expenses related to the storm damage. SAA staff anticipates recovering 80 – 85% of the storm damage costs.

Rogers noted that the new hangar construction project has been postponed for 30 days due to storm damage and getting updated pricing. Further details will be provided at the regular board meeting in February.

Executive Session

At 8:20 AM. Director Buer moved the following:

I move that the Airport Authority board of directors recess into an executive session for twenty-five (25) minutes to discuss the subject of an economic development expansion project based upon the need to discuss data relating to the financial affairs or traded secrets of corporations, partnerships, trusts and individual proprietorships pursuant to K.S.A. 75-4319(b)(4). The open

meeting will resume in this room at 8:45 AM.

Director Eichelberger second the motion. The motion passed unanimously.

The open meeting resumed at 8:45 AM.

At 8:45 AM. Director Eichelberger moved the following:

I move that the Airport Authority board of directors recess into an executive session for fifteen (15) minutes to discuss the subject of an economic development expansion project based upon the need to discuss data relating to the financial affairs or traded secrets of corporations, partnerships, trusts and individual proprietorships pursuant to K.S.A. 75-4319(b)(4). The open meeting will resume in this room at 9:00 AM.

Director Buer second the motion. The motion passed unanimously.

The open meeting resumed at 9:00 AM.

Executive Director Rogers reviewed concept plans for the north ramp for potential future aviation sector development and advised the board that the plan would need to be included in a future update to the Airport's Master Plan and presented to the Federal Aviation Administration.

At 9:15 a.m. Director Buer motioned to recess the special board meeting at H600, Room 100 and reconvene the meeting at 9:30 a.m. the MJ Kennedy Air Terminal, 3237 Arnold Ave. to tour the concourse. The motion was seconded by Director Eichelberger, motion passed.

The open meeting reconvened at 9:30 a.m. at MJ Kennedy Air Terminal. Executive Director Rogers provided the board a tour of newly renovated terminal building concourse.

Upon a motion duly made, the meeting adjourned at 9:47 A.M.

Minutes approved at the January 19, 2022 Board Meeting.

Secretary

(SEAL)

SALINA AIRPORT AUTHORITY
AIRPORT ACTIVITY REPORT
2021

AIR TRAFFIC/ATCT

December, 2021	5,463 Operations 755 Instrument Operations 433 Peak Day
December, 2020	4,269 Operations 557 Instrument Operations 452 Peak Day
January 2021 - December 2021	80,970 Operations
January 2020 - December 2020	60,448 Operations
January 2019 - December 2019	76,553 Operations

FUEL FLOWAGE

December, 2021	171,150 Gallons
December, 2020	114,869 Gallons
January 2021 - December 2021	2,096,198 Gallons
January 2020 - December 2020	2,295,009 Gallons
January 2019 - December 2019	2,278,659 Gallons

		Avflight	
		Military/Gov't	Self-fuel
KSU-S	Avflight Salina	Portion	Station Portion
December, 2021	6,012	31,212	789
December, 2020	4,781	21,633	447
January 2021 - December 2021	129,066	396,564	6,590
January 2020 - December 2020	88,403	843,589	3,433
January 2019 - December 2019	102,442	997,201	4,426

SkyWest Airlines

ENPLANEMENTS

December, 2021	2,032 Passengers
December, 2020	628 Passengers
January 2021 - December 2021	18,353 Passengers
January 2020 - December 2020	7,877 Passengers
January 2019 - December 2019	19,710 Passengers

DEPLANEMENTS

TOTAL

December, 2021	1886 Passengers	3,918
December, 2020	540 Passengers	1,168

ENPLANEMENTS - Charter Flights

December, 2021	0 Passengers
December, 2020	0 Passengers
January 2021 - December 2021	1,227 Passengers
January 2020 - December 2020	5,288 Passengers
January 2019 - December 2019	1,479 Passengers

TOTAL ENPLANEMENTS - Scheduled Flights & Charter Flights

December, 2021	2,032 Passengers
December, 2020	628 Passengers
January 2021 - December 2021	19,580 Passengers
January 2020 - December 2020	13,165 Passengers
January 2019 - December 2019	21,189 Passengers

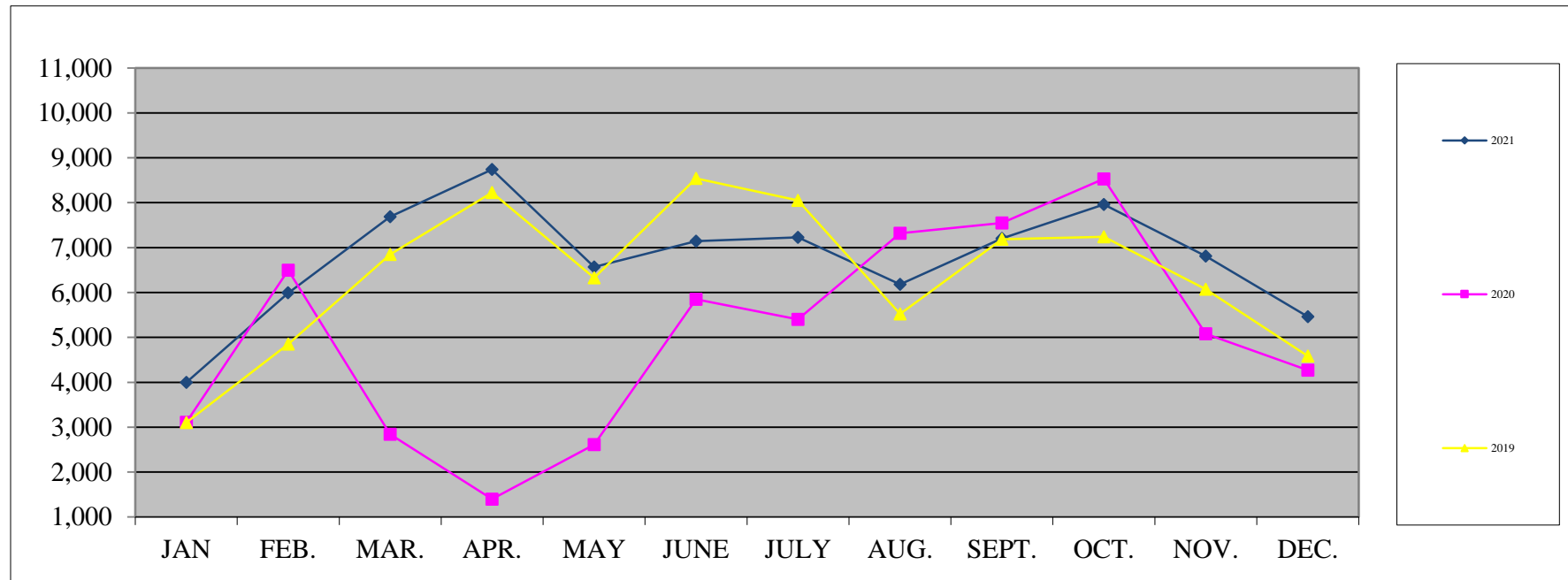
AIRPORT TRAFFIC RECORD

2020 - 2021

	ITINERANT					LOCAL			
	AC	AT	GA	MI	Total Itinerant	Civil	Military	Total Local	Total Operations
2021									
January, 21	131	1,074	540	161	1,906	1,968	122	2,090	3,996
February, 21	109	1,966	533	218	2,826	2,863	300	3,163	5,989
March, 21	113	2,286	743	340	3,482	3,804	402	4,206	7,688
April, 21	120	2,534	743	196	3,593	4,966	180	5,146	8,739
May, 21	132	1,767	847	272	3,018	3,274	278	3,552	6,570
June, 21	141	2,327	876	154	3,498	3,522	122	3,644	7,142
July, 21	129	2,063	845	189	3,226	3,874	130	4,004	7,230
August, 21	132	1,694	898	193	2,917	3,120	144	3,264	6,181
September, 21	130	2,528	1,859	164	4,681	2,467	58	2,525	7,206
October, 21	131	2,231	852	230	3,444	4,432	82	4,514	7,958
November, 21	120	2,141	792	167	3,220	3,434	154	3,588	6,808
December, 21	121	1,611	750	132	2,614	2,769	80	2,849	5,463
Totals January - December	1,509	24,222	10,278	2,416	38,425	40,493	2,052	42,545	80,970
2020									
January, 20	134	675	488	252	1,549	1,192	368	1,560	3,109
February, 20	125	2,095	594	222	3,036	3,196	262	3,458	6,494
March, 20	121	642	531	183	1,477	1,140	224	1,364	2,841
April, 20	131	52	410	139	732	378	288	666	1,398
May, 20	78	436	534	270	1,318	868	428	1,296	2,614
June, 20	72	1,675	751	294	2,792	2,782	272	3,054	5,846
July, 20	112	1,589	751	331	2,783	2,458	158	2,616	5,399
August, 20	153	2,047	794	1,232	4,226	2,830	262	3,092	7,318
September, 20	112	2,539	641	313	3,605	3,635	310	3,945	7,550
October, 20	133	2,304	686	419	3,542	4,574	416	4,990	8,532
November, 20	96	1,383	642	237	2,358	2,590	130	2,720	5,078
December, 20	101	993	612	211	1,917	2,174	178	2,352	4,269
Totals January - December	1,368	16,430	7,434	4,103	29,335	27,817	3,296	31,113	60,448
Difference	141	7,792	2,844	-1,687	9,090	12,676	-1,244	11,432	20,522
YTD % Change	10%	47%	38%	-41%	31%	46%	-38%	37%	34%
Legend:	AC: Air Carrier		AT: Air Taxi						
	GA: General Aviation		MI: Military						

AIR TRAFFIC

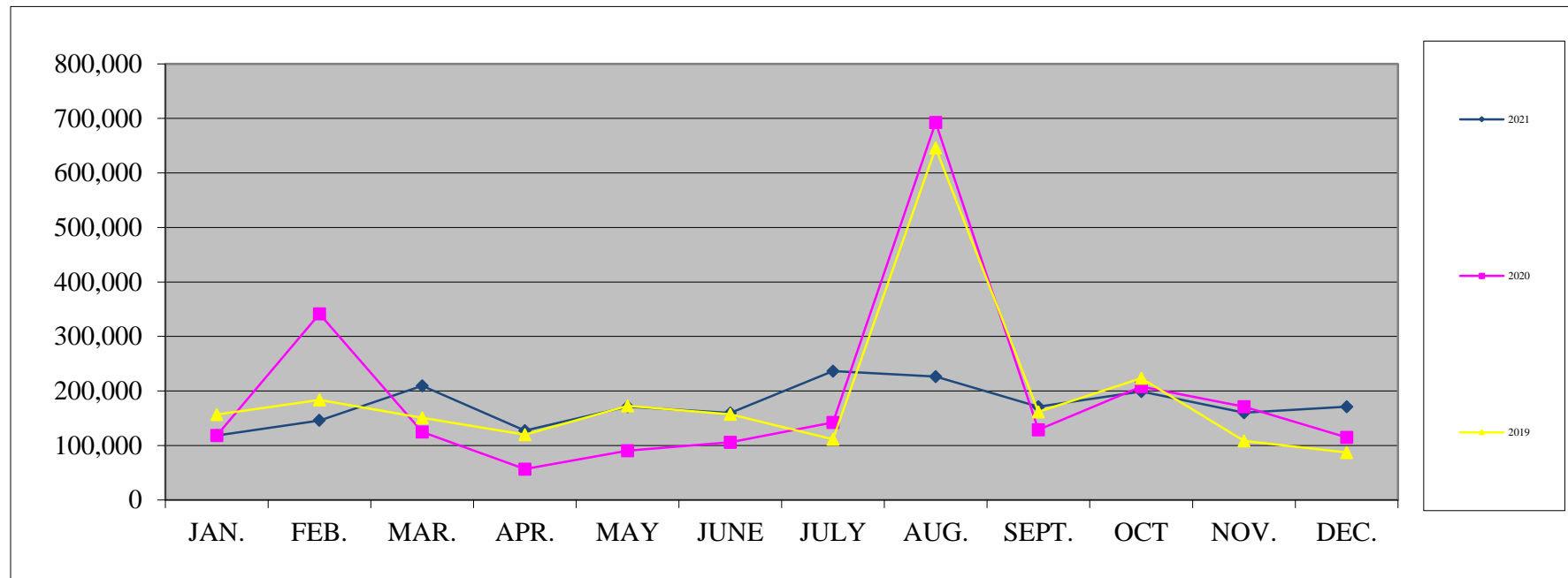
	<u>JAN</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APR.</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	<u>TOTAL</u>
2021	3,996	5,989	7,688	8,739	6,570	7,142	7,230	6,181	7,206	7,958	6,808	5,463	80,970
2020	3,109	6,494	2,841	1,398	2,614	5,846	5,399	7,318	7,550	8,532	5,078	4,269	60,448
2019	3,102	4,852	6,848	8,225	6,328	8,541	8,051	5,520	7,187	7,240	6,072	4,587	76,553
2018	3,418	4,601	6,312	5,510	5,094	6,865	6,865	4,910	6,336	9,974	5,317	4,091	69,293
2017	3,539	6,598	5,329	5,340	4,253	4,338	3,613	4,717	7,081	6,177	6,062	4,094	61,141
2016	4,422	7,789	7,962	7,312	6,898	8,011	5,877	4,789	7,593	6,052	5,458	4,948	77,111
2015	6,918	7,133	8,557	8,870	8,022	7,268	8,089	5,426	8,846	11,367	8,753	7,101	96,350
2014	6,511	6,887	7,143	8,426	8,365	7,234	7,423	5,756	9,035	10,496	8,316	5,509	91,101
2013	5,341	7,146	7,440	7,349	7,336	8,291	6,696	6,694	8,755	10,136	7,946	7,001	90,131
2012	4,642	6,700	8,189	8,002	11,819	7,532	7,635	7,802	10,478	10,292	8,838	5,409	97,338
2011	3,088	3,880	4,632	5,671	5,418	6,379	5,639	4,804	9,355	9,249	6,138	4,954	69,207



FUEL FLOWAGE

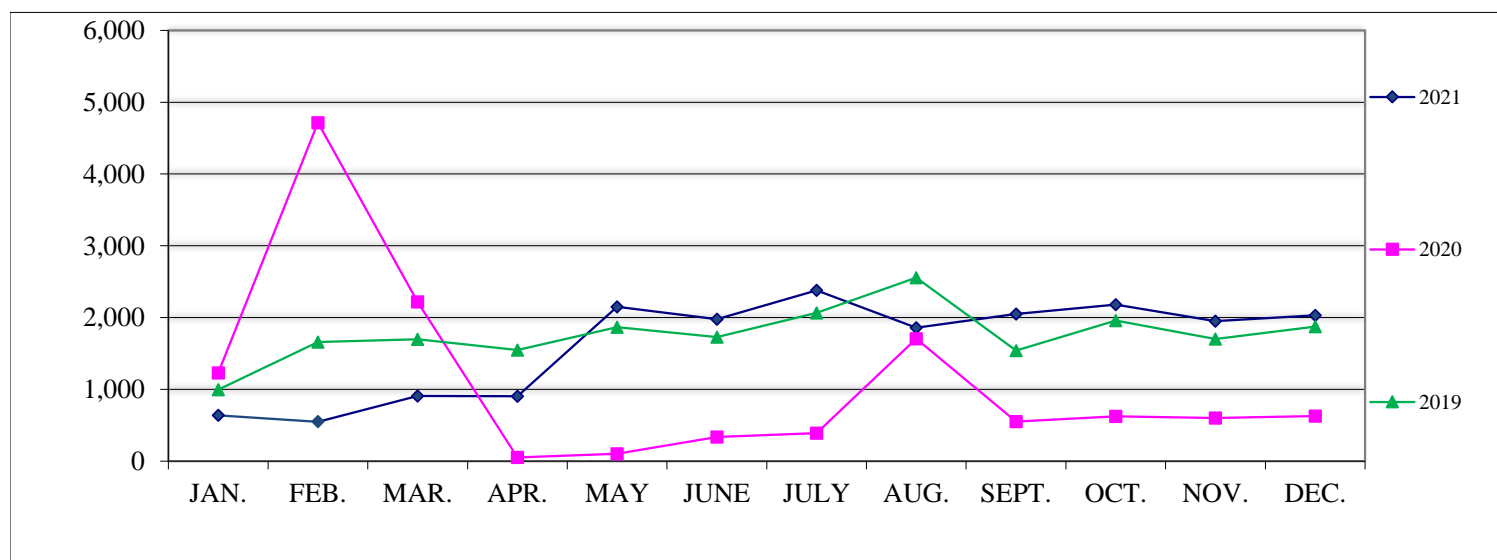
Gallons of Fuel Sold at SLN

	<u>JAN.</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APR.</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT</u>	<u>NOV.</u>	<u>DEC.</u>	<u>TOTAL</u>
2021	118,269	145,726	209,376	127,107	171,289	159,725	236,452	226,367	171,259	199,197	160,279	171,150	2,096,198
2020	118,337	341,329	124,865	56,765	90,326	105,987	142,234	692,613	128,710	208,081	170,893	114,869	2,295,009
2019	156,531	183,334	150,881	119,745	172,835	157,376	111,147	645,834	161,888	223,382	108,525	87,182	2,278,659
2018	74,807	186,507	172,561	154,513	131,941	367,663	288,977	303,273	348,454	161,563	125,129	99,437	2,414,825
2017	115,075	588,072	203,387	149,134	143,801	211,351	160,134	126,751	418,616	172,614	200,050	133,173	2,622,158
2016	80,221	136,763	130,990	94,673	153,410	132,964	208,846	375,330	137,906	126,983	100,764	182,062	1,860,912
2015	176,746	188,406	290,470	132,543	128,100	126,428	237,782	108,581	143,816	717,601	147,853	89,277	2,487,603
2014	115,573	135,651	112,694	95,549	110,387	282,468	103,108	83,757	91,423	652,207	90,948	97,295	1,971,061
2013	139,227	165,167	138,056	121,295	120,083	282,743	134,677	137,840	126,523	134,024	151,427	106,917	1,757,981
2012	136,995	163,253	303,472	142,770	307,541	365,938	162,584	169,534	163,515	149,404	287,619	241,424	2,594,049
2011	158,199	175,703	311,254	168,490	141,986	261,097	246,687	202,390	178,133	172,586	203,684	166,461	2,386,670



ENPLANEMENTS

	<u>JAN.</u>	<u>FEB.</u>	<u>MAR.</u>	<u>APR.</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	<u>TOTAL</u>
2021	638	548	909	904	2,151	1,979	2,379	1,859	2,050	2,182	1,949	2,032	19,580
2020	1,232	4,716	2,219	52	105	338	392	1,705	552	624	602	628	13,165
2019	996	1,659	1,698	1,548	1,865	1,727	2,065	2,556	1,540	1,958	1,703	1,874	21,189
2018	414	715	370	783	1,387	1,751	1,623	5,553	2,095	2,230	1,756	1,622	20,299
2017	720	1,344	731	756	761	852	793	746	3,874	946	1,229	1,207	13,959
2016	36	0	0	0	0	104	372	910	637	558	574	692	3,883
2015	528	107	4,550	531	122	88	77	79	61	3,574	592	80	10,389
2014	145	109	140	135	175	403	282	223	178	431	157	178	2,556
2013	166	191	205	214	243	218	202	205	161	178	212	243	2,438
2012	237	249	247	216	287	213	174	198	151	187	229	335	2,723
2011	146	156	205	181	254	258	261	234	225	287	264	234	2,705



****Adjustment based on Nonscheduled/On-Demand Air Carrier Filings FAA Form 1800-31**

Salina Airport Authority
Statement of Net Assets Prev Year Comparison

01/18/2022

As of December 31, 2021

	Dec 31, 21	Nov 30, 21	\$ Change	Dec 31, 20	\$ Change	% Change
ASSETS						
Current Assets						
Checking/Savings						
Cash in Bank-Bond Funds	2,651,156	2,800,833	-149,677	149,377	2,501,779	1,675%
Cash in bank-Operating Funds	1,849,737	1,956,002	-106,265	1,545,361	304,376	20%
Cash in Bank - Mill Levy	818,646	818,635	11	517,741	300,905	58%
LPA - B824 Project Fund	0	0	0	31,786	-31,786	-100%
Total Checking/Savings	5,319,539	5,575,470	-255,931	2,244,265	3,075,274	137%
Accounts Receivable						
Accounts Receivable	89,632	160,755	-71,123	177,182	-87,550	-49%
Total Accounts Receivable	89,632	160,755	-71,123	177,182	-87,550	-49%
Other Current Assets						
Other current assets	16,206	29,609	-13,403	229,488	-213,282	-93%
Undeposited Funds	602	54,194	-53,592	11,615	-11,013	-95%
Total Other Current Assets	16,808	83,803	-66,995	241,103	-224,295	-93%
Total Current Assets	5,425,979	5,820,028	-394,049	2,662,550	2,763,429	104%
Fixed Assets						
Fixed assets at cost	95,774,561	95,338,496	436,065	92,705,476	3,069,085	3%
Less accumulated depreciation	-53,292,384	-53,055,044	-237,340	-50,444,302	-2,848,082	-6%
Total Fixed Assets	42,482,177	42,283,452	198,725	42,261,174	221,003	1%
Other Assets						
Deferred Outflow of Resources	1,106,168	1,232,712	-126,544	1,232,712	-126,544	-10%
Total Other Assets	1,106,168	1,232,712	-126,544	1,232,712	-126,544	-10%
TOTAL ASSETS	49,014,324	49,336,192	-321,868	46,156,436	2,857,888	6%
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accounts Payable						
Accounts payable	448,161	333,926	114,235	123,447	324,714	263%
Total Accounts Payable	448,161	333,926	114,235	123,447	324,714	263%
Credit Cards						
Total Credit Cards	0	950	-950	4,569	-4,569	-100%
Other Current Liabilities						
Accrued debt interest payable	193,171	170,594	22,577	211,244	-18,073	-9%
Debt, current portion	1,710,800	1,670,000	40,800	3,772,397	-2,061,597	-55%
Deferred Mill Levy revenue	0	211,222	-211,222	0	0	0%
Other current liabilities	210,442	259,708	-49,266	196,093	14,349	7%
Total Other Current Liabilities	2,114,413	2,311,524	-197,111	4,179,734	-2,065,321	-49%
Total Current Liabilities	2,562,574	2,646,400	-83,826	4,307,750	-1,745,176	-41%
Long Term Liabilities						
Debt - Long Term	25,638,006	25,640,403	-2,397	23,543,891	2,094,115	9%
Deferred Inflows of Resources	66,426	66,426	0	66,426	0	0%
Less current portion	-1,710,800	-1,670,000	-40,800	-3,772,397	2,061,597	55%
Net OPEB Liability (KPERs)	13,924	13,924	0	13,924	0	0%
Net Pension Liability	715,670	715,670	0	715,670	0	0%
Security Deposits Returnable	91,771	92,501	-730	83,989	7,782	9%
Total Long Term Liabilities	24,814,997	24,858,924	-43,927	20,651,503	4,163,494	20%
Total Liabilities	27,377,571	27,505,324	-127,753	24,959,253	2,418,318	10%
Equity						
Invested in Capital Assets net	16,844,171	16,553,824	290,347	18,935,971	-2,091,800	-11%
Net assets, Designated	90,000	90,000	0	90,000	0	0%
Net assets, Unrestricted	4,263,012	4,553,359	-290,347	3,476,815	786,197	23%
Net Income	439,569	633,686	-194,117	-1,305,602	1,745,171	134%
Total Equity	21,636,752	21,830,869	-194,117	21,197,184	439,568	2%
TOTAL LIABILITIES & EQUITY	49,014,323	49,336,193	-321,870	46,156,437	2,857,886	6%

Salina Airport Authority
Profit & Loss Budget Performance
December 2021

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01/18/2022
Accrual Basis

	Dec 21	Jan - Dec 21	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense						
Income						
Airfield revenue						
Fuel Flowage Fees	16,264	180,417	185,000	-4,583	98%	185,000
Hangar rent	58,450	808,837	660,000	148,837	123%	660,000
Landing fees	1,914	30,047	30,000	47	100%	30,000
Ramp rent	5,435	64,342	57,335	7,007	112%	57,335
Total Airfield revenue	82,063	1,083,643	932,335	151,308	116%	932,335
Building and land rent						
Agri land rent	0	67,463	66,760	703	101%	66,760
Building rents - Long Term						
Short-term leasing	37,769	400,972	304,200	96,772	132%	304,200
Building rents - Long Term - Other	76,971	940,396	817,550	122,846	115%	817,550
Total Building rents - Long Term	114,740	1,341,368	1,121,750	219,618	120%	1,121,750
Land rent						
Basic Land Rent	11,898	163,574	128,586	34,988	127%	128,586
Property tax - tenant share	0	101,346	113,424	-12,078	89%	113,424
Total Land rent	11,898	264,920	242,010	22,910	109%	242,010
Tank rent	1,220	14,163	13,500	663	105%	13,500
Total Building and land rent	127,858	1,687,914	1,444,020	243,894	117%	1,444,020
Other revenue						
Airport Marketing	0	20,000	25,000	-5,000	80%	25,000
ARFF Training	0	2,460	1	2,459	246,000%	1
Commissions	971	19,476	21,060	-1,584	92%	21,060
Other income	6,399	77,231	77,000	231	100%	77,000
Total Other revenue	7,370	119,167	123,061	-3,894	97%	123,061
Total Income	217,291	2,890,724	2,499,416	391,308	116%	2,499,416
Gross Income	217,291	2,890,724	2,499,416	391,308	116%	2,499,416
Expense						
Administrative expenses						
A/E, consultants, brokers	3,015	38,249	32,000	6,249	120%	32,000
Airport promotion	24,967	231,346	100,000	131,346	231%	100,000
Bad Debt Expense	0	107	5,000	-4,893	2%	5,000
Computer/Network Admin.	3,168	30,062	30,000	62	100%	30,000
Dues and subscriptions	1,110	29,491	25,000	4,491	118%	25,000
Employee retirement	9,222	83,847	85,345	-1,498	98%	85,345
FICA and medicare tax expense	6,640	68,468	65,840	2,628	104%	65,840
Industrial development	2,375	31,000	43,500	-12,500	71%	43,500
Insurance , property	17,197	204,106	215,000	-10,894	95%	215,000
Insurance, medical	273	178,679	205,000	-26,321	87%	205,000
Kansas unemployment tax	2,977	9,342	1,000	8,342	934%	1,000
Legal and accounting	1,214	55,169	37,000	18,169	149%	37,000
Office salaries	77,801	574,735	516,062	58,673	111%	516,062
Office Supplies	120	7,114	6,500	614	109%	6,500
Other administrative expense	1,039	17,870	15,000	2,870	119%	15,000
Postage	0	1,116	2,500	-1,384	45%	2,500
Property tax expense	0	136,383	170,854	-34,471	80%	170,854
Special Events	415	2,498	1,000	1,498	250%	1,000
Telephone	1,778	25,176	16,000	9,176	157%	16,000
Training	2,050	2,520	5,000	-2,480	50%	5,000
Travel and meetings	-53	10,590	10,000	590	106%	10,000
Total Administrative expenses	155,308	1,737,868	1,587,601	150,267	109%	1,587,601

	Dec 21	Jan - Dec 21	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Maintenance expenses						
Airfield maintenance	625	38,861	50,000	-11,139	78%	50,000
Airport Security	661	6,582	2,500	4,082	263%	2,500
Building maintenance	15,048	149,367	75,000	74,367	199%	75,000
Equipment fuel and repairs	5,125	96,511	60,000	36,511	161%	60,000
Fire Services	301	22,798	25,500	-2,702	89%	25,500
Grounds maintenance	695	14,090	7,500	6,590	188%	7,500
Maintenance salaries	32,131	346,089	380,187	-34,098	91%	380,187
Other maintenance expenses	935	18,554	25,000	-6,446	74%	25,000
Snow removal expense	0	9,101	20,000	-10,899	46%	20,000
Utilities	25,648	369,491	220,000	149,491	168%	220,000
Total Maintenance expenses	81,169	1,071,444	865,687	205,757	124%	865,687
Total Expense	236,477	2,809,312	2,453,288	356,024	115%	2,453,288
Net Ordinary Income	-19,186	81,412	46,128	35,284	176%	46,128
Other Income/Expense						
Other Income						
Capital contributed	0	1,264,247	525,000	739,247	241%	525,000
Gain on sale of assets	0	193,240	20,000	173,240	966%	20,000
Interest income						
Interest income on deposits	477	1,311	1,500	-189	87%	1,500
Total Interest income	477	1,311	1,500	-189	87%	1,500
Mill levy income	211,222	2,570,657	2,534,669	35,988	101%	2,534,669
Total Other Income	211,699	4,029,455	3,081,169	948,286	131%	3,081,169
Other Expense						
Debt interest expense net						
Bond issue cost	0	84,270	45,000	39,270	187%	45,000
Interest Expense on Debt	149,290	738,945	643,250	95,695	115%	643,250
Total Debt interest expense net	149,290	823,215	688,250	134,965	120%	688,250
Depreciation expense	237,340	2,848,082	2,848,082	0	100%	2,848,082
Other Non-Operating Expenses	0	0	1	-1	0%	1
Total Other Expense	386,630	3,671,297	3,536,333	134,964	104%	3,536,333
Net Other Income	-174,931	358,158	-455,164	813,322	-79%	-455,164
Net Income	-194,117	439,570	-409,036	848,606	-107%	-409,036

Salina Airport Authority
Profit & Loss Prev Year Comparison
January through December 2021

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01/18/2022
Accrual Basis

	Jan - Dec 21	Jan - Dec 20	\$ Change	% Change
Ordinary Income/Expense				
Income				
Airfield revenue				
Fuel Flowage Fees	180,416.60	190,667.94	-10,251.34	-5.38%
Hangar rent	808,836.80	634,593.51	174,243.29	27.46%
Landing fees	30,046.80	55,855.95	-25,809.15	-46.21%
Ramp rent	64,342.00	60,121.00	4,221.00	7.02%
Total Airfield revenue	1,083,642.20	941,238.40	142,403.80	15.13%
Building and land rent				
Agri land rent	67,462.54	67,682.56	-220.02	-0.33%
Building rents - Long Term				
Short-term leasing	400,971.96	343,613.88	57,358.08	16.69%
Building rents - Long Term - Other	940,395.65	878,385.55	62,010.10	7.06%
Total Building rents - Long Term	1,341,367.61	1,221,999.43	119,368.18	9.77%
Land rent				
Basic Land Rent	163,574.20	137,138.65	26,435.55	19.28%
Property tax - tenant share	101,345.76	102,961.52	-1,615.76	-1.57%
Land rent - Other	0.00	0.00	0.00	0.0%
Total Land rent	264,919.96	240,100.17	24,819.79	10.34%
Tank rent	14,163.00	13,974.00	189.00	1.35%
Total Building and land rent	1,687,913.11	1,543,756.16	144,156.95	9.34%
Other revenue				
Airport Marketing	20,000.00	60,419.58	-40,419.58	-66.9%
ARFF Training	2,460.00	0.00	2,460.00	100.0%
Commissions	19,475.98	14,998.75	4,477.23	29.85%
Other income	77,231.06	91,933.58	-14,702.52	-15.99%
Total Other revenue	119,167.04	167,351.91	-48,184.87	-28.79%
Uncategorized Income	0.00	0.00	0.00	0.0%
Total Income	2,890,722.35	2,652,346.47	238,375.88	8.99%
Gross Profit	2,890,722.35	2,652,346.47	238,375.88	8.99%
Expense				
Administrative expenses				
A/E, consultants, brokers	38,249.05	15,830.10	22,418.95	141.62%
Airport promotion				
Air Serv. Mktg - City	0.00	3,410.54	-3,410.54	-100.0%
Air Serv. Mktg - County	0.00	50,000.00	-50,000.00	-100.0%
Air Serv. Mktg - SAA	226,129.40	137,315.56	88,813.84	64.68%
Airport promotion - Other	5,216.18	3,836.65	1,379.53	35.96%
Total Airport promotion	231,345.58	194,562.75	36,782.83	18.91%
Bad Debt Expense	107.00	54,847.26	-54,740.26	-99.81%
Computer/Network Admin.	30,061.53	42,730.22	-12,668.69	-29.65%
Dues and subscriptions	29,491.36	26,388.05	3,103.31	11.76%
Employee retirement	83,846.83	100,855.43	-17,008.60	-16.86%
FICA and medicare tax expense	68,467.89	56,064.65	12,403.24	22.12%
Industrial development	31,000.00	28,000.00	3,000.00	10.71%
Insurance , property	204,106.36	174,784.21	29,322.15	16.78%
Insurance, medical	178,679.25	172,253.43	6,425.82	3.73%
Kansas unemployment tax	9,342.04	802.01	8,540.03	1,064.83%
Legal and accounting	55,168.80	32,810.40	22,358.40	68.14%
Office salaries				
Covid-19 Compensation	0.00	240.00	-240.00	-100.0%
Office salaries - Other	574,735.23	545,781.74	28,953.49	5.31%
Total Office salaries	574,735.23	546,021.74	28,713.49	5.26%

	Jan - Dec 21	Jan - Dec 20	\$ Change	% Change
Office Supplies	7,114.21	6,646.99	467.22	7.03%
Other administrative expense				
Merchant Processing Fees	10,976.53	9,853.38	1,123.15	11.4%
Other administrative expense - Other	6,893.76	4,752.81	2,140.95	45.05%
Total Other administrative expense	17,870.29	14,606.19	3,264.10	22.35%
Payroll expenses	0.00	0.00	0.00	0.0%
Postage	1,115.80	1,647.85	-532.05	-32.29%
Property tax expense	136,382.70	130,561.66	5,821.04	4.46%
Special Events	2,497.73	0.00	2,497.73	100.0%
Telephone	25,176.14	16,729.16	8,446.98	50.49%
Training	2,519.95	4,405.22	-1,885.27	-42.8%
Travel and meetings	10,589.84	9,472.83	1,117.01	11.79%
Total Administrative expenses	1,737,867.58	1,630,020.15	107,847.43	6.62%
Maintenance expenses				
Airfield maintenance	38,861.13	70,643.91	-31,782.78	-44.99%
Airport Security	6,581.68	665.79	5,915.89	888.55%
Building maintenance	149,367.05	118,471.80	30,895.25	26.08%
Equipment fuel and repairs	96,511.27	72,010.73	24,500.54	34.02%
Fire Services	22,797.67	21,936.07	861.60	3.93%
Grounds maintenance	14,090.09	10,959.61	3,130.48	28.56%
Maintenance salaries				
COVID-19 Compensation	343.00	2,452.20	-2,109.20	-86.01%
Maintenance salaries - Other	345,745.99	296,582.83	49,163.16	16.58%
Total Maintenance salaries	346,088.99	299,035.03	47,053.96	15.74%
Other maintenance expenses	18,554.45	23,084.17	-4,529.72	-19.62%
Snow removal expense	9,100.74	4,599.04	4,501.70	97.88%
Utilities	369,491.40	220,298.49	149,192.91	67.72%
Total Maintenance expenses	1,071,444.47	841,704.64	229,739.83	27.3%
Uncategorized Expenses	0.00	0.00	0.00	0.0%
Total Expense	2,809,312.05	2,471,724.79	337,587.26	13.66%
Net Ordinary Income	81,410.30	180,621.68	-99,211.38	-54.93%
Other Income/Expense				
Other Income				
Capital contributed				
CARES Grant No. 41 - Equipment	0.00	187,300.13	-187,300.13	-100.0%
CARES Grant No. 41 - Operating	183,669.53	1,465,108.34	-1,281,438.81	-87.46%
CRRSAA Grant No. 43 - Equipment	280,763.77	0.00	280,763.77	100.0%
CRRSAA Grant No. 43 - Operating	724,703.23	0.00	724,703.23	100.0%
Capital contributed - Other	75,110.27	448,410.00	-373,299.73	-83.25%
Total Capital contributed	1,264,246.80	2,100,818.47	-836,571.67	-39.82%
Gain on sale of assets	193,240.00	-2,395,709.94	2,588,949.94	108.07%
Interest income				
Interest income on deposits	1,311.36	2,160.78	-849.42	-39.31%
Total Interest income	1,311.36	2,160.78	-849.42	-39.31%
Mill levy income	2,570,656.97	2,639,480.62	-68,823.65	-2.61%
Total Other Income	4,029,455.13	2,346,749.93	1,682,705.20	71.7%
Other Expense				
Debt interest expense net				
Bond issue cost	84,269.72	44,885.30	39,384.42	87.75%
Interest Expense on Debt	738,944.72	771,821.33	-32,876.61	-4.26%
Total Debt interest expense net	823,214.44	816,706.63	6,507.81	0.8%
Depreciation expense	2,848,082.04	3,016,267.42	-168,185.38	-5.58%
Total Other Expense	3,671,296.48	3,832,974.05	-161,677.57	-4.22%
Net Other Income	358,158.65	-1,486,224.12	1,844,382.77	124.1%
Net Income	439,568.95	-1,305,602.44	1,745,171.39	133.67%

Salina Airport Authority
Capital Additions Budget vs. Actual
As of December 31, 2021

5:07 PM
01/18/2022
Accrual Basis

	Dec 21	Jan - Dec 21	Annual Budget	+/- Annual Budget	% of Annual Budget
ASSETS					
Fixed Assets					
Fixed assets at cost					
Airfield					
AIP-42 Rwy 17/35 Rehab		267,965	470,000	-202,035	57%
AIP-XX Rwy 12/30 Rehab Design	31,773	31,773	1	31,772	3,177,300%
Airfield Improvements	3,598	168,504	145,000	23,504	116%
GA Hangar Construction		0	943,307	-943,307	0%
GA Hangar Restroom Construction		158,037	156,693	1,344	101%
GA Hangar Restroom Design		6,455	8,217	-1,762	79%
GA Hangars Design		42,089	61,783	-19,694	68%
Total Airfield	35,371	674,823	1,785,001	-1,110,178	38%
Buildings & Improvements					
Building improvements					
2021-12-15 Storm Damage	220	220	1	219	22,000%
Bldg. #1021 Facility Imps.					
Bldg. #1021 Facility Imps. A/E		0	35,000	-35,000	0%
Bldg. #1021 Imp. Construction		26,168	139,170	-113,002	19%
Total Bldg. #1021 Facility Imps.		26,168	174,170	-148,002	15%
Bldg. #614 Imps.		0	25,000	-25,000	0%
Bldg. 412 Imps.		0	24,301	-24,301	0%
Bldg. 520 Imps.		0	36,381	-36,381	0%
Bldg. 595 Improvements	52,049	143,680	1,749,000	-1,605,320	8%
Bldg. 724 Renovation		18,935	20,000	-1,065	95%
Bldg. 824 Imps.		19,583	16,058	3,525	122%
Bldg. Imps. Other		352,928	77,500	275,428	455%
Hangar 600 Development	1,320	1,320	1	1,319	132,000%
Hangar 606 Mechanical Additions		4,787	1	4,786	478,700%
Hangar 606 Rehabilitation		15,171	20,000	-4,829	76%
Hangar 959 Rehabilitation	39,398	204,281	85,000	119,281	240%
Total Building improvements	92,987	787,073	2,227,413	-1,440,340	35%
FBO Improvements					
Avflight North		0	45,831	-45,831	0%
Total FBO Improvements		0	45,831	-45,831	0%
Terminal building improvements					
Concourse Imps.	239,600	785,742	1,181,000	-395,258	67%
Total Terminal building improvements	239,600	785,742	1,181,000	-395,258	67%
Total Buildings & Improvements	332,587	1,572,815	3,454,244	-1,881,429	46%
Equipment					
Airfield Equipment		20,340	105,000	-84,660	19%
ARFF equipment	35,765	111,312	52,726	58,586	211%
Communications equipment	32,342	109,216	85,946	23,270	127%
Computer equipment		2,492	15,000	-12,508	17%
Office equipment		18,517	20,000	-1,483	93%
Other Equipment		0	10,000	-10,000	0%
Shop equipment		247,611	563,126	-315,515	44%
Terminal bldg equipment		7,025	7,500	-475	94%
Vehicles		252,172	258,887	-6,715	97%
Total Equipment	68,107	768,685	1,118,185	-349,500	69%
Land					
Airport Indust. Cent. Imps.		0	15,000	-15,000	0%
Rail Spur Imps.		46,198	10,000	36,198	462%
Total Land		46,198	25,000	21,198	185%
Total Fixed assets at cost	436,065	3,062,521	6,382,430	-3,319,909	48%

Salina Airport Authority

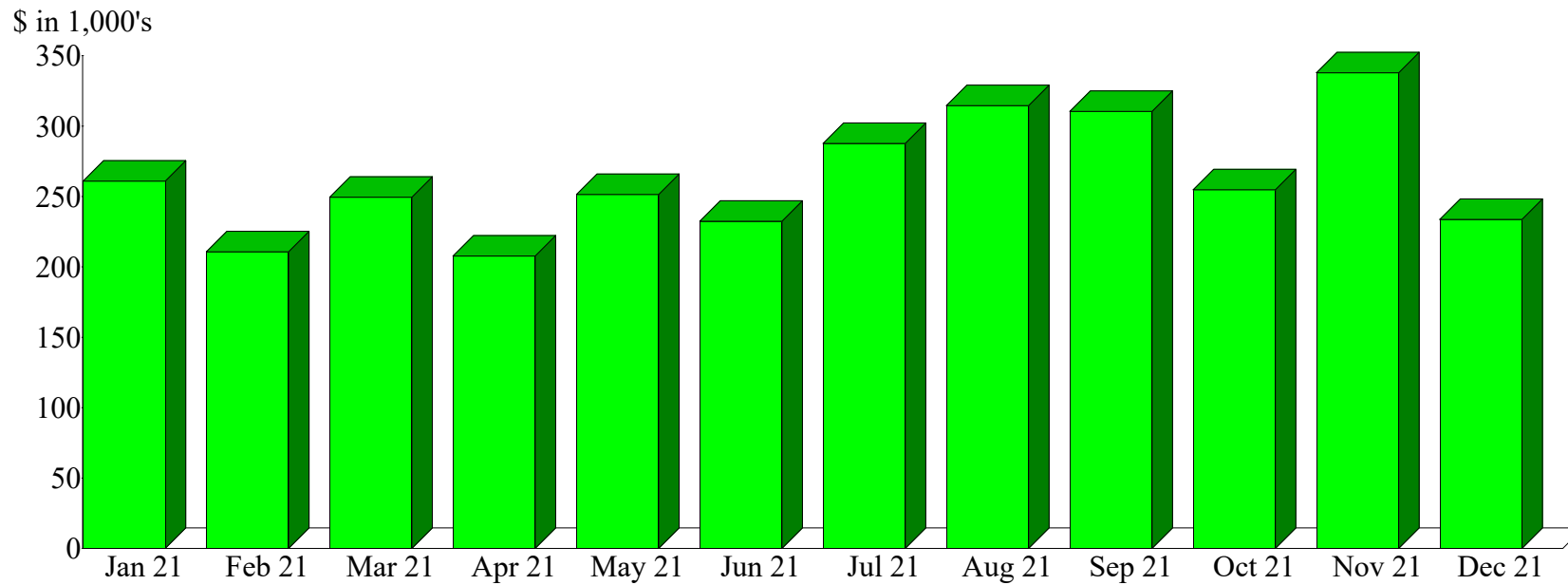
Significant Capital Expenditures Detail

December 2021

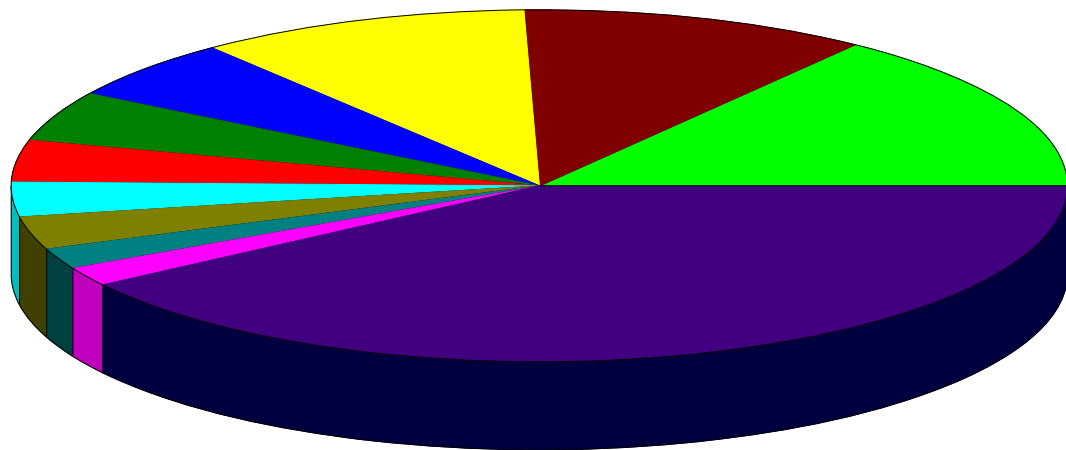
Type	Date	Name	Memo	Amount	Balance
Fixed assets at cost					
Airfield					
AIP-XX Rwy 12/30 Rehab Design					
Bill	12/14/2021	Jviation Inc	Runway 12/30 pavement investigation	31,772.50	31,772.50
			Total AIP-XX Rwy 12/30 Rehab Design	31,772.50	31,772.50
Airfield - Other					
Bill	12/24/2021	Dellinger Fence Co.	Install chain link roller gate, labor and materials	3,598.00	3,598.00
			Total Airfield - Other	3,598.00	3,598.00
			Total Airfield	35,370.50	35,370.50
Buildings & Improvements					
Building improvements					
2021-12-15 Storm Damage					
Bill	12/16/2021	Cheney Door Company, Inc.	B520, Unit B overhead door repairs due to storm damage	220.00	220.00
			Total 2021-12-15 Storm Damage	220.00	220.00
Bldg. 595 Improvements					
Bill	12/01/2021	Ryan Roofing, Inc.	B959 roof repairs	47,748.75	47,748.75
Bill	12/07/2021	Hutton Corporation	B595 design fee	4,300.00	52,048.75
			Total Bldg. 595 Improvements	52,048.75	52,048.75
Hangar 600 Development					
Bill	12/07/2021	Hutton Corporation	H600 design fee	1,320.00	1,320.00
			Total Hangar 600 Development	1,320.00	1,320.00
Hangar 959 Rehabilitation					
Bill	12/06/2021	Bamford Fire Sprinkler Co., Inc.	H959 new offices - 40 extensions for sprinkler system	240.00	240.00
Bill	12/09/2021	Jorban-Riscoe, LLC	H959 Airius destratification fans	39,158.00	39,398.00
			Total Hangar 959 Rehabilitation	39,398.00	39,398.00
			Total Building improvements	92,986.75	92,986.75
Terminal building improvements					
Concourse Imps.					
Bill	12/07/2021	Hutton Corporation	Concourse design contract fees	5,600.00	5,600.00
Bill	12/31/2021	Hutton Corporation	Concourse Remodel project - Progress payment no. 5	233,999.67	239,599.67
			Total Concourse Imps.	239,599.67	239,599.67
			Total Terminal building improvements	239,599.67	239,599.67
			Total Buildings & Improvements	332,586.42	332,586.42
Equipment					
ARFF equipment					
Bill	12/08/2021	Rosenbauer LLC	ARFF 1 repairs - storm damage	6,996.91	6,996.91
Bill	12/08/2021	Rosenbauer LLC	ARFF 1 repairs - storm damage	3,000.00	9,996.91
Bill	12/08/2021	Rosenbauer LLC	ARFF 1 repairs - storm damage	24,275.27	34,272.18
Bill	12/23/2021	Murphy Tractor and Equipment C...	ARFF 4 Repairs per Proforma invoice dated 12/21/21	1,493.35	35,765.53
			Total ARFF equipment	35,765.53	35,765.53
Communications equipment					
Bill	12/06/2021	Ka-Comm, Inc.	Portable hand-held radios (qty-6)	32,342.50	32,342.50
			Total Communications equipment	32,342.50	32,342.50
			Total Equipment	68,108.03	68,108.03
			Total Fixed assets at cost	436,064.95	436,064.95
TOTAL				436,064.95	436,064.95

Sales by Month
January through December 2021

Dollar Sales



Sales Summary
January through December 2021

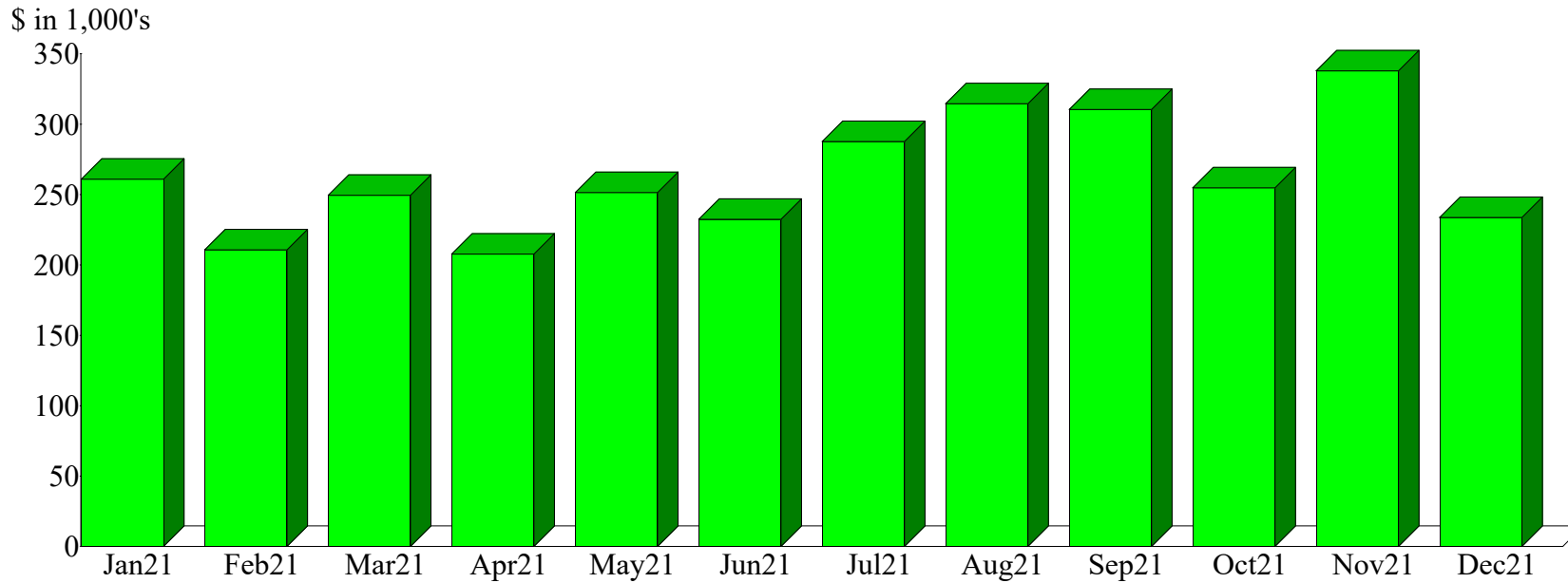


Kansas Erosion Products, LLC.	14.86%
1 Vision Aviation, PLLC	10.70
Avflight Salina	10.29
SFC Global Supply Chain	5.62
Stryten Salina, LLC	4.66
Universal Forest Products (UFP)	3.82
K-State Salina	3.20
NASA	3.08
Durham School Service, L.P.	2.05
AGCO Corporation	1.91
Other	39.81
Total	\$3,151,454.23

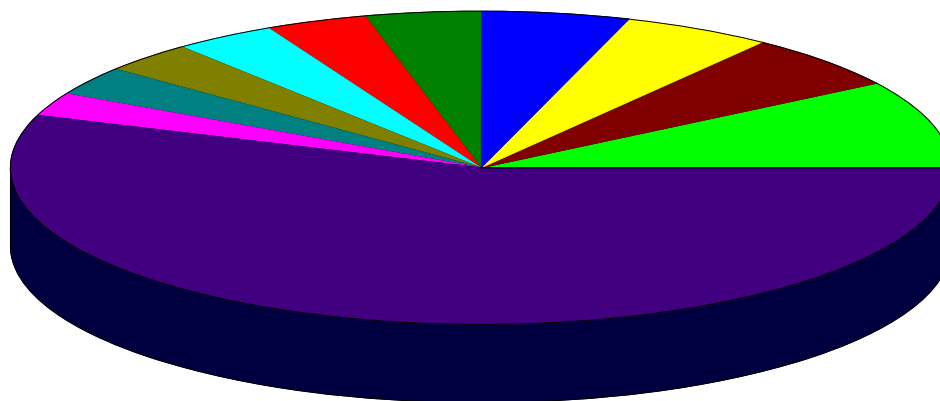
By Customer

Sales by Month
January through December 2021

Dollar Sales



Sales Summary
January through December 2021



H-00959-1 (Hangar Facility H959 - 2044 S	9.15%
B-01021 (Building #1021 located at 3600	5.82
Utility Reimbursement (Utility Reimburse	5.21
FFF-Avflight Salina (Fuel Flowage Fee @	5.17
B-00655-3 (Bldg. #655 (96,611 SF) - 2656	4.04
B-00620-1 (Building #620 (30,000 SF) an	3.63
H-0606-1 (Hangar 606 - 2630 Arnold Ct.	3.54
pptx (2021 Real Estate Taxes (see attach	3.22
B-00626-1 (Manufacturing facility #626 (3.08
H-0600-4 (Hangar 600 - 2720 Arnold Court	2.45
Other	54.70
Total	\$3,151,454.23

By Item

LEASE NO. GS-06P-LKS00464

On-Airport Lease
GSA TEMPLATE L201D (OCT 2021)

A. This Lease is made and entered into between

SALINA AIRPORT AUTHORITY

(Lessor), whose principal place of business is 3237 ARNOLD AVE. SALINA, KS 67401-8163, 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

3237 ARNOLD AVENUE, SALINA, KS 67401-8163

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 **April 1, 2022** and continuing for a period of

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:

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

FOR THE GOVERNMENT:

Name: Gayle S. Dunning
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

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

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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: **674** rentable square feet (RSF), yielding **594** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **1st** floor and known as Suite(s) **124, 125 and 126**, of the Building, as depicted on the floor plan attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as **13.468013** 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: **0** parking spaces, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces and **0** 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 2021)

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

	FIRM TERM 4/1/2022-3/31/2029	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$9,459.93	\$14.035504
Operating Costs	\$5,337.81	\$7.919599
Full Service Rate	\$14,797.74	\$21.955103

- B. Parking shall be provided at a rate of **\$0** per parking space per month (structured/inside), and **\$0** per parking space per month (surface/outside).
- C. INTENTIONALLY DELETED
- D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **594** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- E. INTENTIONALLY DELETED
- F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.
- H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
- The leasehold interest in the Property described herein in the paragraph entitled "The Premises,"
 - INTENTIONALLY DELETED
 - Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

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

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **60** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED

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

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan	1	A
GSA Form 3517B, General Clauses	17	
Security Requirements- Facility Security Level I	5	B

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 **\$7.919599** per RSF.

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2021)

Lessor's Unique Entity Identifier

UEI-DUNS: **156346900**

UEI-SAM: **U52XQG5AF6N9**

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: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- 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 2021)

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

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

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.05 RELOCATION RIGHTS (OCT 2021)

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

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

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

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.

3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2021)

The Government may direct the Lessor to use the Government’s designated project management system for post-award and post-occupancy activities.

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

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

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (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 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	
<input type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>Every 6 months and as needed</u>		
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> RESTROOM SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Space <u>Every 5 years</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>Every 2 years and as needed</u>	Public Areas Every 3 years	

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. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided 7 days per week for all non-leased spaces, and 5 days per week, Monday- Friday between the hours of 6:15 AM and 12:45 PM for leased space.

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 2021)

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 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation), 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.

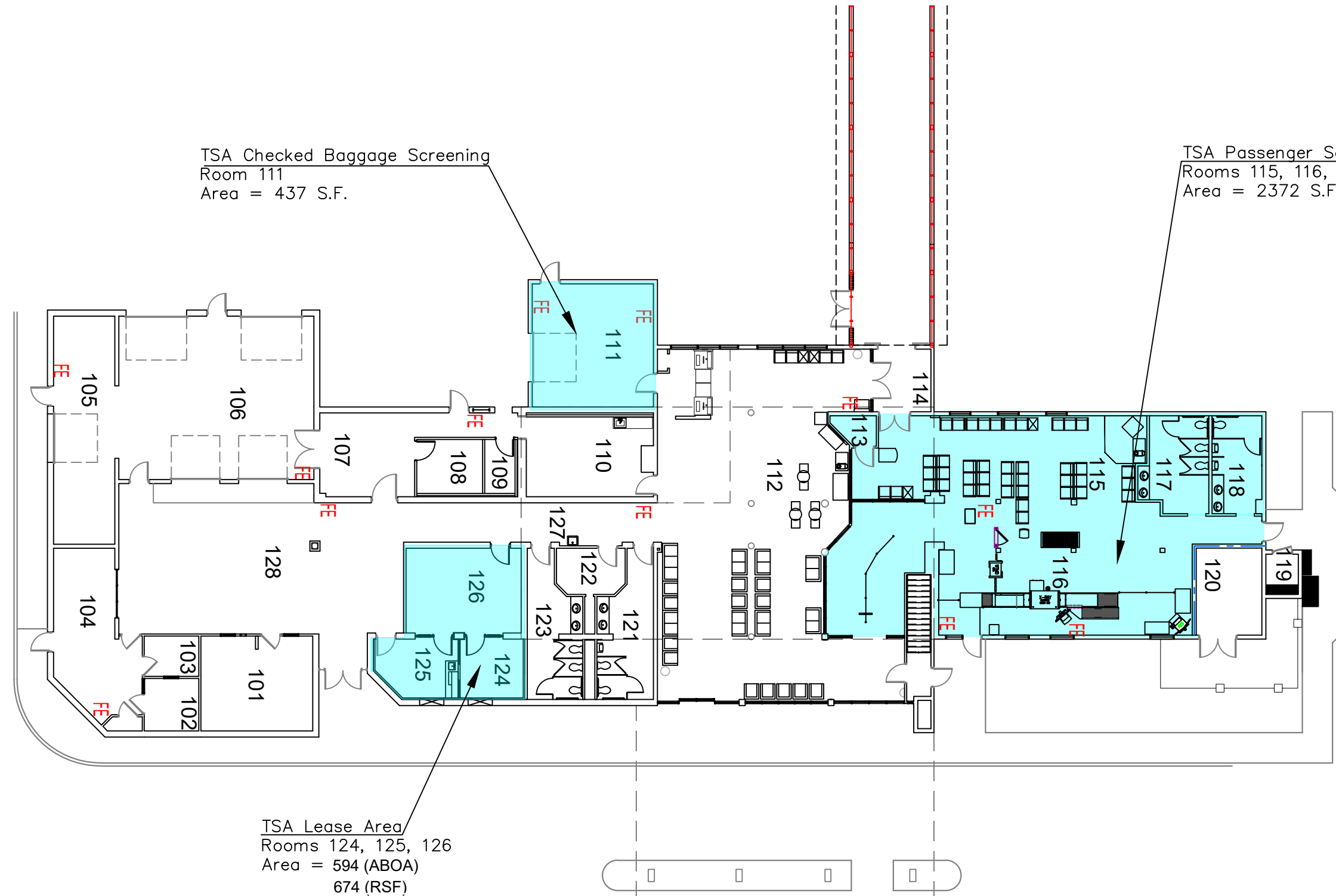
4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

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.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

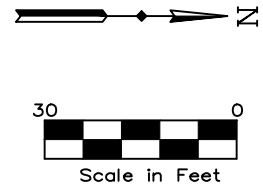
5.01 ~~PROVISIONAL ACCEPTANCE (FEB 2021)~~ INTENTIONALLY DELETED



TSA Checked Baggage Screening
Room 111
Area = 437 S.F.

TSA Passenger Screening Checkpoint & Restrooms
Rooms 115, 116, 117, 118
Area = 2372 S.F.

TSA Lease Area
Rooms 124, 125, 126
Area = 594 (ABOA)
674 (RSF)



Terminal Building First Floor
Scale 1" = 30'

Drawing Number 3016-11-21



3237 ARNOLD, SALINA, KS 67401
(785-827-3914 FAX: 785-827-2221)
None : REVISIONS
KRB : DESIGNED BY
MWC : DRAWN BY
1" = 30' (11" x 17" Sheet) : SCALE
11/29/21, 16:40 : DATE

GS-06P-LKS00464

LESSOR _____ GOVERNMENT _____

SALINA AIRPORT AUTHORITY
GSA / TSA Lease Exhibit A - April 2022

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	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	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
DISPUTES	33	52.233-1	DISPUTES

LESSOR: _____ GOVERNMENT: _____

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
	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.

LESSOR: _____ GOVERNMENT: _____

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.

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.

LESSOR: _____ GOVERNMENT: _____

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.

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

LESSOR: _____ GOVERNMENT: _____

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, 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

LESSOR: _____ GOVERNMENT: _____

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.

(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.

LESSOR: _____ GOVERNMENT: _____

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

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

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

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

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

(c) *Interest Penalty.*

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

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

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

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

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

LESSOR: _____ GOVERNMENT: _____

(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.

(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.

LESSOR: _____ GOVERNMENT: _____

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.

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)—

LESSOR: _____ GOVERNMENT: _____

(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—

(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—

LESSOR: _____ GOVERNMENT: _____

(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;
- (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.

LESSOR: _____ GOVERNMENT: _____

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-

“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.

LESSOR: _____ GOVERNMENT: _____

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.

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.

LESSOR: _____ GOVERNMENT: _____

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—

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

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

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

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

LESSOR: _____ GOVERNMENT: _____

(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 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.

LESSOR: _____ GOVERNMENT: _____

(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>. 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>.

(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)

(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
- (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/>.

LESSOR: _____ GOVERNMENT: _____

(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.

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL I

THESE PARAGRAPHS CONTAIN SECURITY REQUIREMENTS, ALL OF WHICH ARE TO BE PRICED AS PART OF THE BUILDING SHELL.

DEFINITIONS:

Definitions are the same as those used in the Lease unless re-defined in these Security Requirements.

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

I. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

A. FACILITY ENTRANCES AND LOBBY

1. EMPLOYEE ACCESS CONTROL AT ENTRANCES

The Lessor shall provide a key or a physical access control system (PACS) for the entrance to this building, and to doors identified by the Government as employee entrance doors. The Lessor shall consult and coordinate with the Federal Protective Service (FPS) on the installation, maintenance, and repair of PACS. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

B. COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

1. PUBLIC RESTROOM ACCESS

The Government reserves the right to control access to public restrooms within Government controlled Space.

2. SECURING CRITICAL AREAS

The Lessor shall secure areas designated as Critical Areas to restrict access to authorized personnel only, and post signage accordingly:

- a. At a minimum, the Lessor shall secure building common areas, such as mechanical and janitorial areas, sprinkler rooms, electrical closets, telecommunications rooms, and janitor closets. Keyed locks, PACS, or similar security measures shall strictly control access to Critical Areas. Additional

controls for access to keys, PACS, and key codes shall be strictly maintained. The Lessor shall consult and coordinate with FPS on the installation, maintenance, and repair of PACS.

- b. Roofs with HVAC systems and access to interior space from the roof shall be secured, with locks. Roof access shall be strictly controlled through keyed locks, PACS or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

3. VISITOR ACCESS CONTROL

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Premises.

II. INTERIOR (GOVERNMENT SPACE)

A. IDENTITY VERIFICATION

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

B. FORMAL KEY CONTROL PROGRAM

The Government reserves the right to implement a formal key control program.

III. SITES AND EXTERIOR OF THE BUILDING

A. SIGNAGE

1. POSTING OF REGULATORY SIGNAGE

The Government may post or request the Lessor to post regulatory, statutory, and site-specific signage.

B. LANDSCAPING AND ENTRANCES

1. LANDSCAPING REQUIREMENTS

Landscaping shall be neatly trimmed to minimize the opportunity for concealment of individuals and packages/containers.

IV. SECURITY SYSTEMS

The Lessor, in consultation with FPS, shall secure any installed alarm and PACS, Video Surveillance System (VSS) components, controllers, and cabling in government- controlled Space against unauthorized access. Lessor shall conduct annual testing of any security systems and daily testing of any active screening equipment.

A. VIDEO SURVEILLANCE SYSTEM

If Video Surveillance System (VSS) is in use, the Lessor shall post signage at the entrance of the building.

The Lessor shall comply with FAR 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020). See https://www.acquisition.gov/far/part-52#FAR_52_204_25.

B. INTRUSION DETECTION SYSTEM

If Intrusion Detection System (IDS) is in use, the Lessor shall install local annunciation, consisting of an interior alarm within the facility.

C. DURESS ALARM

Lessor shall implement duress procedures for emergency situations.

V. STRUCTURE

A. BUILDING SYSTEMS

1. EMERGENCY GENERATOR PROTECTION (T.I.)

If an emergency generator is required by the Government, the Lessor shall locate it in a secure area, protected from unauthorized access, and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. Alternatively, if the 25-foot distance cannot be achieved, the Lessor shall protect utilities through a combination of standoff, hardening, and venting methods.

VI. OPERATIONS AND ADMINISTRATION

A. FACILITY SECURITY COMMITTEE (FSC)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the Lease. The Facility Security Committee (FSC) is responsible for addressing facility-specific security issues and approving the implementation of security measures and practices. The FSC consists of representatives of all Federal tenants in the facility, the security organization, and the leasing department or agency.

B. ACCESS TO BUILDING INFORMATION

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of Government tenants are not disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available to the Government in the event of an emergency.

VII. CYBERSECURITY

- A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).
- B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.
- C. Lessors are encouraged to put into place the following cyber protection measures to safeguard facilities and occupants:
 1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (<https://ics-cert.us-cert.gov/Recommended-Practices>).
 2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (<https://www.nist.gov/cyberframework>) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (<https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015>) for best practices to manage cyber risks.
 3. Encourage vendors of BACS to secure these devices and software through the following:
 - a. Develop and institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.
 - b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.
 - c. Disable unnecessary services to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.
 - d. Close unnecessary open ports to secure against unprivileged access.
 - e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project (https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project)).

- f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at <https://www.beyondtrust.com/blog/what-is-least-privilege/>
- g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.
- h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.
- i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).
- j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.
- k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).
- l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).
- m. Disallow the use of commercially provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.
- n. Systems should have proper system configuration hardening and align with Center for Internet Security [\(CIS\) benchmarks](https://www.cisecurity.org/cis-benchmarks/) or other industry recognized benchmarks. Additional information can be found at <https://www.cisecurity.org/cis-benchmarks/>.

CONSULTANT AGREEMENT (the "Agreement")

Owner: Salina Airport Authority

Client: Salina Airport Authority

Consultant: **H.W. Lochner, Inc. ("Lochner")**

Date:

Project: Construct South Overflow Parking Lot
(Identified as Phase I of Attachment A)

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. Agreement. This Agreement is a contract between Lochner and the Client for Lochner to perform engineering design services on the Project.

2. Lochner. Lochner shall be the general administrator for the services listed in the Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Owner shall be through the Client unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed engineering firm and is registered to practice its profession and to conduct business in the State of Kansas.

3. Lochner's Scope of Services. Lochner shall perform the services set forth in Article I of Attachment B hereto (the "Scope of Services, Time Schedule, and Compensation"). The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project (the "Standard of Care"). In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

Lochner shall strive to cooperate with and to coordinate its Scope of Services with the activities of all other parties to the Project, including other consultants retained by the Client or the Owner.

4. Schedule. Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client as defined in Article II of Attachment A.

5. Lochner's Additional Services. If the Client requests Lochner to perform Services that Lochner believes to be in addition to the Scope of Services ("Additional Services"), and for which Lochner believes it is entitled to additional time or additional compensation, Lochner shall submit a Claim in accordance with Section 15 hereof.

6. Compensation for Lochner's Scope of Services. Subject to paragraph 8, the Client shall compensate Lochner for Lochner's Scope of Services as defined in Article III of Attachment A.

7. **Payment for Lochner's Additional Services.** Subject to Paragraph 8, the Client shall compensate Lochner for Additional Services in accordance with a negotiated fee mutually agreeable to Lochner and the Client.

8. **General Payment Provisions.** For Lochner's Scope of Services and Lochner's Additional Services, Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than 30 days following submittal of invoice to the Client.

9. **Correction of Lochner's Work.** Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Paragraph 4 of this Agreement at Lochner's own expense.

10. **Termination by Lochner.** Lochner may terminate this Agreement upon written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. **Insurance.** Lochner agrees to purchase and maintain the following policies of insurance under the terms and conditions set forth below:

1. Professional Liability Insurance retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of the greater of \$1.0mm. This policy shall be maintained in effect for a period of 1 year after completion of all Lochner's Scope of Services hereunder.

2. Commercial General Liability ("CGL") Insurance in the amount of \$1.0mm per occurrence, \$1.0mm aggregate limit, and \$1.0mm products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of 1 year after completion of work) and broad form contractual liability.

3. Comprehensive Automobile Liability ("Auto") Insurance in the amount of \$1.0mm per occurrence, and \$1.0mm aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

4. Workmen's Compensation Insurance in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of \$1.0mm and Employer's Liability Insurance of at least \$1.0mm.

5. Umbrella Excess Liability Insurance in the minimum amount of \$1.0mm each occurrence, and \$1.0mm aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

6. Lochner must include coverage for its subcontractors in its policies or obtain from its subcontractors equivalent insurance as required of Lochner hereunder. The provisions of Paragraph 11 of this Agreement shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies must be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

12. Indemnification by Lochner. Lochner agrees to indemnify the Client and its officers, directors, members, managers, and employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses to the extent caused by negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, or sub-subcontractors, provided, however, that in the event of a Loss arising out of damages to persons or property, the foregoing obligation (1) shall not require Lochner to indemnify any Indemnatee for Losses other than to the extent caused by the act, omission or default of Lochner, its contractors, subcontractors, or sub-subcontractors, where such is prohibited by law, and (2) shall not require Lochner to indemnify any Indemnatee for Losses caused in whole or in part by any act, omission, or default of the Indemnatee. If the obligation to indemnify set forth in this Section is broader than that allowed by applicable law, this Section should be interpreted as providing the broadest indemnification obligation permitted and should be limited only to the extent necessary to comply with that law.

Lochner shall reimburse the Client for its reasonable attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12. Section 12 shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

13. Waiver of Immunity. In claims against any person or entity indemnified under Section 12 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. Ownership of Documents. If the Agreement requires that any of the Client's documents, drawings, plans, specifications or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

15. Claims. Lochner shall make any claim for additional time or additional money or otherwise, regardless of the reason therefore (the "Claim") within ten days of Lochner's knowledge of the circumstances giving rise to the Claim. Lochner shall continue diligent, timely and proper performance of its Services despite any pending Claim, and the fact that a Claim is pending shall not be grounds for Lochner to suspend or cease performance of its Services.

Claims arising under this Agreement shall be decided in the state or federal courts located in Kansas.

16. Confidentiality. Lochner acknowledges, that as part of the Lochner's relationship with the Client, it will have access to information that is not publicly available ("Confidential Information"). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and will not, directly or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be

necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

17. Quality Control/Quality Assurance. Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

18. Miscellaneous Provisions.

1. Assignment. Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.

2. Integration. This Agreement represents the entire and integrated Agreement between Lochner and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

3. Third Parties. There are no third party beneficiaries to this Agreement other than as expressly indicated in Paragraph 11 (Insurance) and Paragraph 12 (Indemnity).

4. Mutually Negotiated. The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

5. Survival. Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Scope of Services hereunder.

6. Limitation of Liability. Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount as defined shown in paragraph 11.1.

7. Mutual Waiver of Consequential Damages. In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating Sub consultant's services under this Agreement.

8. Notices. Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below, or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

9. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2020. Lochner makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without Lochner's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, Lochner will correct the errors or omissions as a part of the basic Agreement. Lochner will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

10. Engineer's Opinion of Probable Project Cost and Construction Cost. Since Lochner has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, Lochner's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of Lochner's experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Lochner cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by Lochner. However, Lochner represents that it will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Client.

11. Force Majeure. Any delay or failure of Lochner in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Lochner, provided that prompt written notice of such delay or suspension be given by Lochner to the Client. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Lochner shall be reimbursed for the cost of such delays.

12. Client's Responsibilities.

- 1) Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.
- 2) Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- 3) Designate in writing a person to act as Client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
- 4) Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.
- 5) Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.
- 6) Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

- 7) Coordinate solicitation of bid proposal from list of pre-qualified contractors.
- 8) Prepare construction contracts with successful bidder.
- 9) Prepare storm water pollution prevention plan (if necessary) and any land disturbance permits required for construction of the project.

13. Mandatory Federal Contract Provisions. (None)

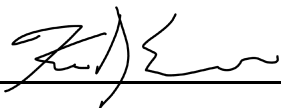
Notice to Lochner:

Matthew J. Jacobs, PE
Vice President, Aviation
H. W. Lochner, Inc.
16105 W. 113th Street, Suite 107
Lenexa, KS 66219

Notice to Client:

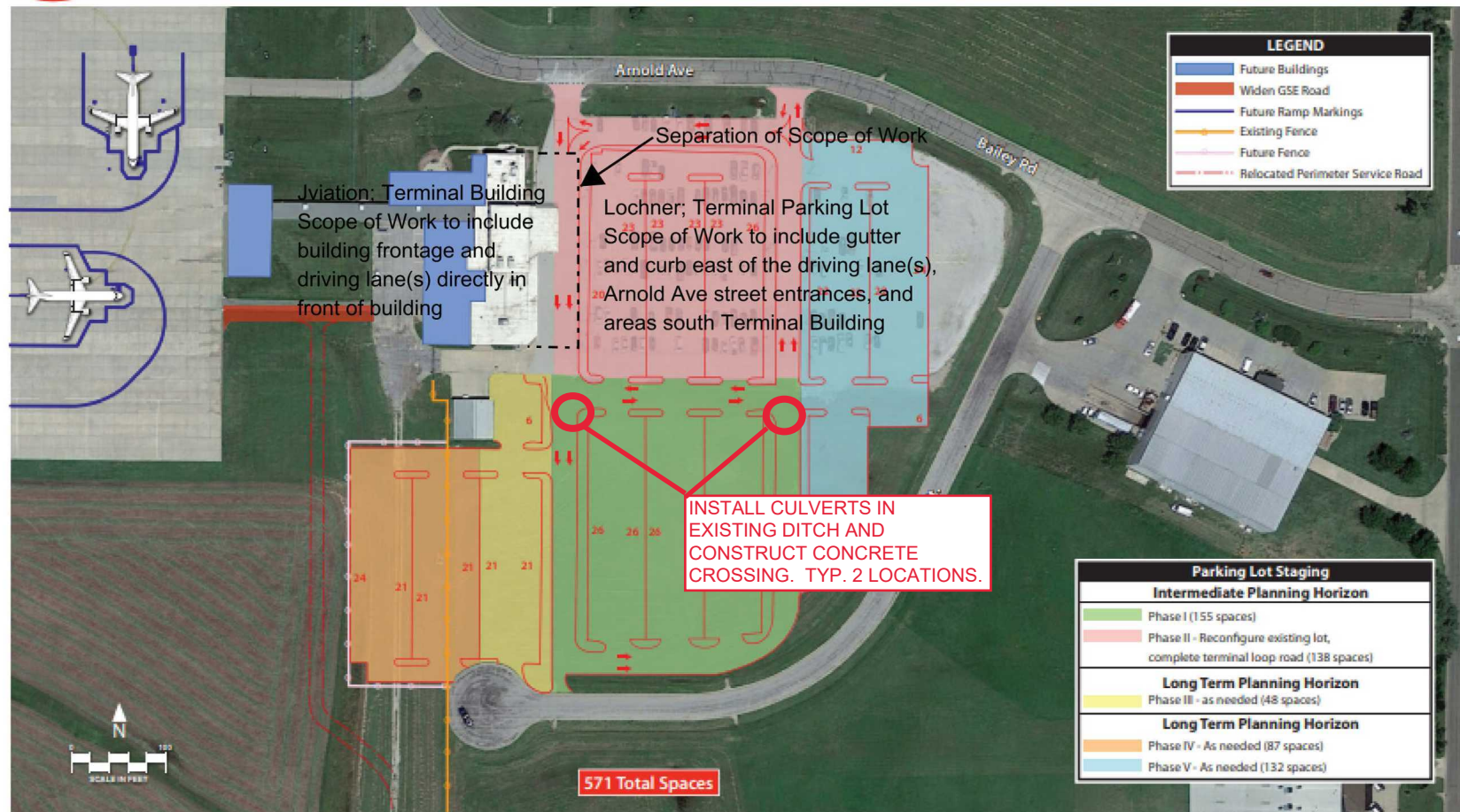
Timothy F. Rogers, A.A.E.
Executive Director
Salina Airport Authority
3237 Arnold Ave.
Salina, KS 67401

H.W. LOCHNER, INC.

By: 
Title: Vice President, Aviation
Date: 1/10/2022

SALINA AIRPORT AUTHORITY

By: _____
Title: _____
Date: _____



ARTICLE I SCOPE OF SERVICES

WHEREAS, the Owner has agreed to employ the Consultant to provide the engineering services required for performing topographical surveys and for preparing designs, construction exhibits, and technical specifications,. The Consultant shall also assist the Owner with permitting services. The Owner may enter into a separate agreement for the additional services for providing construction administration and construction observation services for the proposed Project upon completion of the Design Phase services.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the American Association of State Highway and Transportation Officials (AASHTO), and the City of Salina.

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordinate with the Owner regarding Project scope and schedule.
- b. Prepare topographical survey Scope of Services and subconsultant Agreement.

2. Design Phase – Construction Exhibits and Specifications

- a. Prepare Construction Exhibits and Technical Specifications for the Project.

1) Prepare Construction Exhibits for the Project. The Construction Exhibits will generally include the following:

- Parking Lot Typical Section and Entrance Site Plan – Typical Two (2) Ditch Crossings
- Summary of Quantities
- Concrete Drive Joint Plan and Details – Typical Two (2) Ditch Crossings
- Grading and Spot Elevations Plan
- Culvert Design and Details – Typical Two (2) Ditch Crossings
- Erosion and Sediment Control Plan and Details
- The Owner will be responsible for preparing the layout of the parking stalls and location of wheel stops.
- The Owner will work with Evergy to identify location and installation of overflow parking lot lighting.

2) Prepare technical specifications that satisfy project specific needs.

3) Submit preliminary (90% completion) Construction Exhibits and technical specifications to the Owner for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.

- 4) Finalize Construction Exhibits and technical specifications with consideration of preliminary review comments.
- 5) Submit Final Construction Exhibits and technical specifications to the Owner for final approval and use in soliciting construction proposals. PDF copies will be submitted electronically with hard copies provided upon request.

B. SPECIAL SERVICES

1. Field Survey – Engineering Design

- a. Perform field surveys as required. The survey areas as depicted on the attached Exhibit A: Survey Limits will consist of the following:

- 1) Coordinate access to the project site with the Owner.
- 2) Establish survey baseline for improvement areas and set horizontal control points (CP#1 – CP #2) as shown on Exhibit A for use during the survey and construction. The horizontal control points shall be established on NAD 83 or better control.
- 3) Establish vertical control at the site based upon U.S.G.S. NAVD 88 datum within close proximity of the Project area if an existing benchmark is not already located there.
- 4) Obtain cross sections and topography within the survey limits. Each cross section will contain elevations at centerline of existing streets where applicable, edges of pavement, grade breaks, and midpoints between grade breaks with readings no greater than 25' apart for pavement and gravel shots and 50' apart for ground shots as described below. Cross sections will also include location and elevation of existing utilities, structures and other existing features and shall include:

(1) Spot elevations

- a. Earth – to nearest 0.10 ft.
 - i. Elevations at 50' intervals longitudinally
 - ii. Elevations at features, terraces, and grade changes maximum 50' transverse
- b. Pavement and Gravel – to nearest 0.01 ft.
 - i. Elevations at 25' intervals longitudinally
 - ii. Elevations transverse evenly spaced at a maximum spacing of 25'
- c. Parking Lot Islands / Curb Features – to nearest 0.01 ft.
 - i. Elevations at back, face, gutter, and lip of curb

(2) Visual and Underground Utilities within the Survey Limits – water, sewer, gas, electric, telephone/communications, etc.

- a. Type, size, approximate depth, and location
- b. Fire hydrant locations
- c. Manholes, handholes, meter pits, catch basins, inlets

- i. Size and location
 - ii. Top and invert elevations
- (3) Fence – type, height, gate sizes, corner and end posts, braces
- (4) Culverts – size, length, material, invert elevations
- (5) Parking Lot/Roadway Features including but not limited to – lights, signs, trash receptacles, bollards, sidewalks and ADA ramps, landscape features, wheel stops, etc.
- (6) Buildings – overall dimensions
- (7) Right-of-Way – establish right-of-way for Bailey Ct.
- 5) One (1) additional trip for acquiring additional survey points as needed by the Consultant.

C. **CONSTRUCTION SERVICES**

1. The Scope of Services required for construction administration, construction observation, and materials acceptance testing for the Project may be added by separate Agreement.

ARTICLE II TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. **BASIC SERVICES**

1. Preliminary Phase..... As Required
2. Design Phase – Construction Exhibits and Specifications
 - a.3) Submit Preliminary Exhibits and Specifications..... 45 Calendar Days After
Receipt of NTP
 - a.5) Submit Final Exhibits and Specifications 15 Calendar Days After
Receipt of Review Comments for Item A.2.a.3)

B. **SPECIAL SERVICES**

1. Field Survey – Engineering Design..... 30 Calendar Days After
Receipt of NTP

C. **CONSTRUCTION SERVICES**

1. Construction Services..... May be Added by Separate Agreement

The schedule presented above does not include review time by the Owner or other interested agencies.

ARTICLE III COMPENSATION

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

- | | |
|--|-----------------------------|
| 1. Preliminary Phase..... | \$2,500.00 Lump Sum |
| 2. Design Phase – Construction Exhibits and Specifications | <u>\$12,000.00</u> Lump Sum |
| Subtotal Basic Services | \$14,500.00 Lump Sum |

B. SPECIAL SERVICES

- | | |
|---|-----------------------------|
| 1. Field Survey – Engineering Design..... | <u>\$4,000.00</u> Lump Sum |
| Subtotal Special Services | \$4,000.00 Lump Sum |
| Total Basic and Special Services | \$18,500.00 Lump Sum |

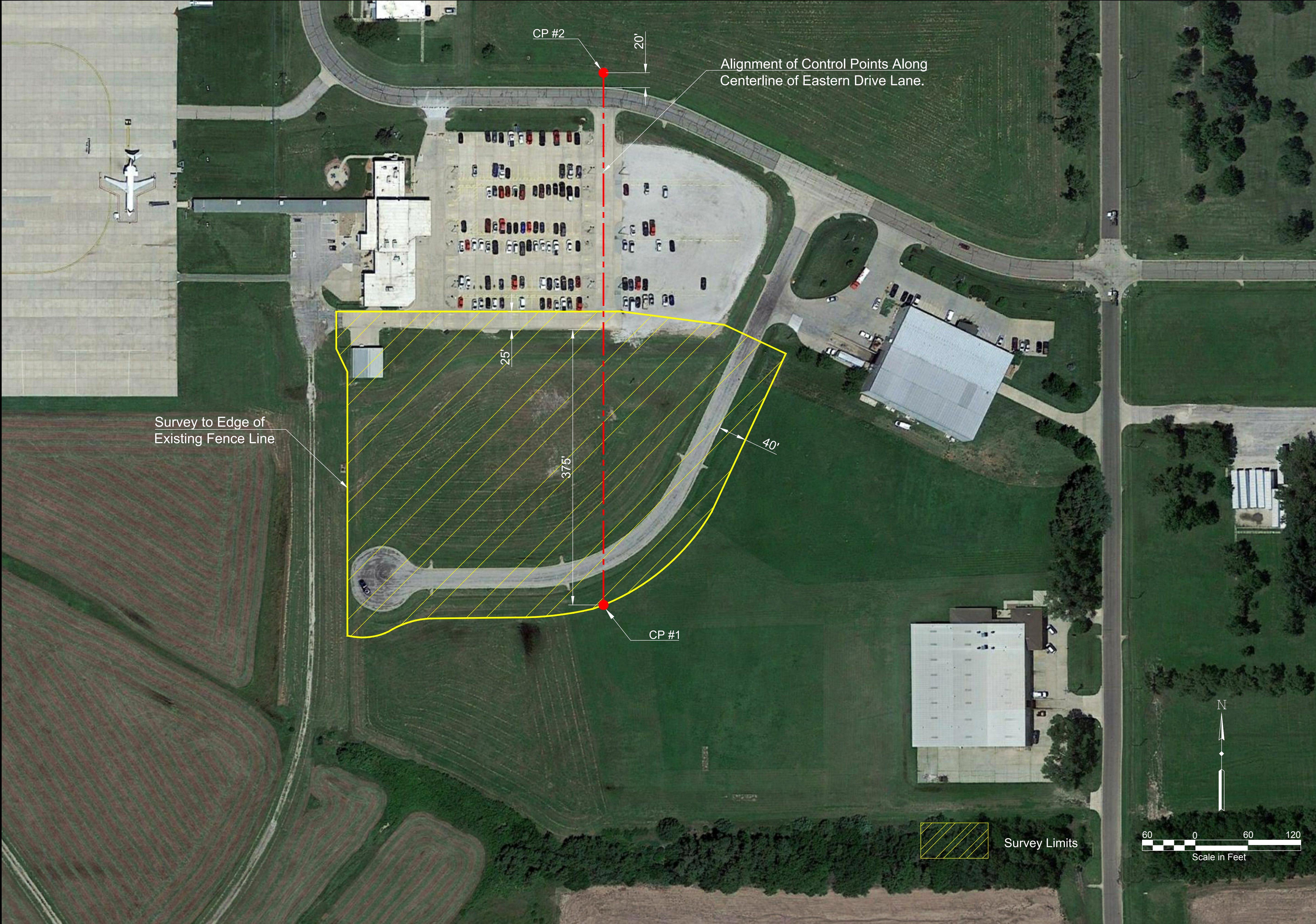
C. CONSTRUCTION SERVICES

- | | |
|-------------------------------|------------------------------------|
| 1. Construction Services..... | May be Added by Separate Agreement |
|-------------------------------|------------------------------------|

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.

For Item A. Basic Services, and Item B. Special Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Owner a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

Drawing Name: I:\A\IPR\000019868\00 - AGREEMENT\001 - DES\01 SURVEY\ORSurvey Exhibit.dwg Dec 30, 2021 - 8:37am
Last Saved By: murk 2021/12/30
Plot Style: ae.ctb



LOCHNER

16105 W. 113th Street | Suite 107 | Lenexa, Kansas 66219
P 816.945.5840 | www.hwlochner.com

SALINA AIRPORT AUTHORITY

SALINA REGIONAL AIRPORT (SLN)
SALINA, KANSAS

PROJECT NO. 000019868

DRAWN BY	REM	DATE	12/30/2021
CHECKED BY	MJJ	DATE	12/30/2021
DESIGNED BY	REM	DATE	12/30/2021
REVISIONS		DATE	

EXHIBIT A
SURVEY LIMITS

This document is preliminary in nature and is not a final signed and sealed document.

DERIVATION OF CONSULTANT PROJECT COSTS

PROJECT DESCRIPTION
CONSTRUCT SOUTH OVERFLOW PARKING LOT
(Identified as Phase I of Attachment A)

SALINA REGIONAL AIRPORT (SLN)
SALINA, KANSAS

BASIC AND SPECIAL SERVICES

January 10, 2022

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	5	\$70.00	\$ 350.00
Project Manager	12	\$48.00	\$ 576.00
Design Engineer II	16	\$65.00	\$ 1,040.00
Design Engineer I	59	\$32.00	\$ 1,888.00
Technician	35	\$30.00	\$ 1,050.00
Administrative Asst.	4	\$25.00	\$ 100.00

Total Direct Salary Costs = \$ **5,004.00**

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 152.85% = \$ **7,648.61**

3. SUBTOTAL:

Items 1 and 2 = \$ **12,652.61**

4. PROFIT:

15% of Item 3 Subtotal = \$ **1,897.89**

Subtotal of Items 3 and 4 \$ **14,550.51**

5. OUT-OF-POCKET EXPENSES:

a. Mileage	0 miles @ \$0.585/mile = \$	-
b. Meals	0 @ \$59.00/day = \$	-
c. Motel	0 days @ \$96.00/day = \$	-
d. Mailing & Misc. Expenses	= \$	149.49

Total Out-of-Pocket Expenses = \$ **149.49**

6. SUBCONTRACT COST:

a. Earles Engineering & Inspection, Inc. (Topo. Survey) \$ **3,800.00**

7. TOTAL FEE:

Items 4, 5 and 6 \$ **18,500.00**

ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN

PROJECT DESCRIPTION
CONSTRUCT SOUTH OVERFLOW PARKING LOT
(Identified as Phase I of Attachment A)

SALINA REGIONAL AIRPORT (SLN)
SALINA, KANSAS

January 10, 2022

Classification:		Principal	Project Manager	Design Engineer II	Design Engineer I	Technician	Admin. Assistant	Other Costs
Hourly Rate:		\$203.54	\$139.57	\$189.01	\$93.05	\$87.23	\$72.69	
A. BASIC SERVICES								
1. Preliminary Phase:		5	8	0	2	0	2	(2)
Labor Subtotal =	\$ 2,465.79	\$1,017.72	\$1,116.59	\$0.00	\$186.10	\$0.00	\$145.39	
Expense Subtotal =	\$ 34.21							\$ 34.21
Subconsultant Subtotal =	\$ -							\$ -
Total Fee =	\$ 2,500.00							
2. Design Phase - Const. Exhibits and Specs:		0	4	16	57	33	2	(2)
Labor Subtotal =	\$ 11,910.25	\$0.00	\$558.29	\$3,024.09	\$5,303.78	\$2,878.70	\$145.39	
Expense Subtotal =	\$ 89.75							\$ 89.75
Subconsultant Subtotal =	\$ -							\$ -
Total Fee =	\$ 12,000.00							
PART A SUBTOTAL =	\$ 14,500.00							
B. SPECIAL SERVICES								
1. Field Survey - Engineering Design:		0	0	0	0	2	0	(2,3)
Labor Subtotal =	\$ 174.47	\$0.00	\$0.00	\$0.00	\$0.00	\$174.47	\$0.00	
Expense Subtotal =	\$ 25.53							\$ 25.53
Subconsultant Subtotal =	\$ 3,800.00							\$ 3,800.00
Total Fee =	\$ 4,000.00							
PART B SUBTOTAL =	\$ 4,000.00							
GRAND TOTAL =	\$ 18,500.00							

- (1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services