REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND RECORD OF ACTION

August 13, 2026

FROM: Stacey Davenport, Director – Human Resources & Administration

SUBJECT: Approve Minutes of June 18, 2026

RECOMMENDATION: Motion to approve the minutes of June 18, 2026, and authorize the Chair to sign.

BACKGROUND: See attached copy of the minutes for your review.

FINANCIAL DATA: N/A

REVIEW BY OTHERS: S. Davenport, L. Skaflen

PRESENTERS: Stacey Davenport

Action of the Board of Commissioners

	1st	2nd	YES	NO	ABS
Bagnato	O	O	O	O	O
Baker	O	O	O	O	O
Beatty	O	O	O	O	O
Campbell	O	O	O	O	O
Summey	O	O	O	O	O

May 14, 2026

The Board of Commissioners of the Arapahoe County Public Airport Authority, Arapahoe County, Colorado, held a regular meeting open to the public at Centennial Airport Administration Complex, 7565 South Peoria St., Englewood, Colorado, located within the County, on May 14, 2026, at 3:00 p.m.

The following members were present:
Commissioner Bagnato, Chair
Commissioner Campbell, Chair Pro-Tem
Commissioner Beatty, Assistant Clerk
Commissioner Huffman, Ex-Officio
Commissioner Sieber, Ex-Officio

The following members were absent, but excused:
Commissioner Laydon, Ex-Officio
Commissioner Summey, Treasurer
Commissioner Baker, Clerk

Each Commissioner was notified of the date, time, and place of the meeting and the purpose to which it was called. At least three (3) days prior to the date of the meeting, Public Meeting notices were posted, and an agenda was posted on the Authority's website and in the window of the door at the Administration building. Please note that this public meeting was held through video and web conferencing software options for the Board members, staff, and public.

Call to Order & Pledge of Allegiance

Chair Bagnato called the meeting to order at 3:00 p.m. and recited the Pledge of Allegiance.

Next Meetings

- June 3rd , 2026 @ 6:30 p.m. – Noise Roundtable Meeting – Wright Brothers' Room, Hybrid/Virtual
- June 18th , 2026 @ 3:00 p.m. – Regular Board Meeting – Wright Brothers' Room, Hybrid/Virtual

Amendments to the Agenda

- Item #4 Removed

CONSENT AGENDA

1. **Approve Minutes of April 9, 2026** — **Stacey Davenport**
   Recommendation: Motion to approve the minutes of April 9, 2026 and authorize the Chair to sign

2. **March 2026 Financial Reports** — **Andrew Gillespie**
   Recommendation: Advisory

3. **Re-application from Steiner Aviation to conduct Aircraft Maintenance Management** — **Luke Skaflen**
   Recommendation: Motion to approve Steiner Aviation's re-application and authorize the Chairman and Clerk to sign the associated 10-year Agreement Under Standards (AUS)

4. ***The Consent to Assignment of Sublease, the Assignment and Assumption of Subordination Non-Disturbance and Attornment Agreement, and Estoppel Certificate between Hangar RE Holdings, LLC to CommonSpirit Health*** (Item Removed) — **Luke Skaflen**

5. **Consent to Assignment and Assumption of Parcel 63-15 from JVB Willowbrook, LLC to Empty Rain Aviation, LLC**
   Recommendation: Motion to approve two documents: 1. Consent and Release for Parcel 63-15 and authorize Chair and Clerk to sign. 2. Estoppel Certificate and authorize the Chair to sign — **Luke Skaflen**

6. **Ratification of Chair's signature on Estoppel and Approval of Memorandum of Lease for Red Hangar 8, LLC**
   Recommendation: Motion to ratify Chair's Signature on Estoppel and Board Approval of Memorandum of Lease and Authorize Chair and Clerk to sign. — **Luke Skaflen**

7. **Approval of Consent Agenda** — **Thad Bagnato**

Motion to approve the consent agenda as amended was made by Commissioner Campbell, seconded by Commissioner Beatty. Motion passed unanimously.

BUSINESS AGENDA

8. **Items Moved from Consent Agenda for Discussion** **Thad Bagnato**

9. **Legislative Report and Airport Update** **Mike Fronapfel**
Recommendation: Advisory

Mr. Fronapfel reported that he attended the NWAAAE Airports Conference in Bellevue, Washington in April, where he met with Aleta Best, FAA Northwest Mountain Region Administrator. Ms. Best confirmed that FAA staff will once again be participating in the Study Group. Mr. Fronapfel expressed enthusiasm for the FAA's return and noted that they will be briefed on the status and effectiveness of current mitigations and provided with an update on the flight school dashboard. He advised that the Study Group's 61st meeting is scheduled for the following day, and that discussion will include whether to expand the group's scope to encompass flight activity in the Three Towers and Elizabeth training boxes.

Mr. Fronapfel also reported attending the American Association of Airport Executives (AAAE) Annual Conference in Los Angeles, where a group of General Aviation (GA) Airport Directors convened to discuss forming a sub-committee within AAAE dedicated to the unique issues and challenges facing large GA airports, distinct from those of commercial and small GA airports.
Regarding legislative matters, Mr. Fronapfel noted that staff continue to monitor progress in the House and Senate on combining the ALERT and ROTOR Act language. He advised that proposed language may limit the availability and use of ADS-B data, potentially prohibiting its use for revenue collection such as landing fees, while preserving its use for noise monitoring and the flight school dashboard. Given that the bill is focused on safety and has the endorsement of FAA and NTSB leadership, broad bipartisan support is anticipated.

On facilities and construction, Mr. Fronapfel reported that tower elevator replacement work is ongoing and expected to be completed by late summer. Tower cab updates are nearly complete, with nighttime closures planned from June 1–19, Monday through Friday, between 10:00 p.m. and 7:00 a.m. A certificate of occupancy for the new maintenance storage building is expected within the coming weeks. Construction is underway on the new Signature Flight Support hangar, with completion anticipated in early 2027. The Colorado Karting Circuit (CKC) is nearing receipt of its construction permit and expects to complete garages and its main building by year's end.

Mr. Fronapfel reported that 7,908 gallons of UL94 fuel were sold in April, noting that the cost differential between 100LL and UL94 was only $0.64 per gallon.

He noted that airport staff and Commissioner Campbell participated in the Space Race 5K at the Wings Over the Rockies Air and Space Museum at Lowry. He also reminded the Board of the upcoming Hotdogs & Airplanes Runway 5K on June 6th, which is sold out but still has volunteer opportunities available.

Mr. Fronapfel reported that the Four Points by Sheraton hosted several large group meetings during the week, resulting in the hotel being fully booked.

Finally, Mr. Fronapfel reminded the Board that the June Airport Board meeting has been rescheduled from June 11th to June 18th.

10. **Visioning Phase for the Community Space and Aviation Observation Area – Task 1 update** **Jeremy Gunn**
Recommendation: Advisory

Mr. Gunn opened the meeting, introduced Wenk Associates' representatives, Tyler and Doug, and they briefly described the firm and its objectives for the airport project. Jeremy followed with an overview of the process, airport history, potential next steps, and survey feedback. The team then outlined the project vision, mission, conceptual design phase, upcoming steps, and key deliverables.

Commissioner Huffman inquired about the land use; Jeremy replied it is the only land available for this. Commissioner Campbell asked if "freedom and movement of flight" should be interpreted literally, a Wenk representative suggested it could be a blend, aiming for an experience of flying. Commissioner Campbell also questioned how close they were to a defined vision and whether the space would be open or closed; Jeremy replied that the intention is to keep it as open as possible.

Chair Bagnato asked if visitors could hear ATC communications; Jeremy confirmed they could. Commissioner Campbell pointed out that the outdoor space limits digital options but aligns with the vision and mission. Commissioner Beatty emphasized the importance of understanding every aspect of aviation to the public, so we don't get lost and the area is not only focused on pilots or airplanes, but more extensive issues that are also related to aviation. Chair Bagnato referenced Blue Sky's interactive exhibits, and Jeremy said outreach would occur. Commissioner Sieber inquired about visitor interaction, and a representative assured the space is accessible and adaptable for all. Mr. Fronapfel noted it would be especially unique for children, providing examples with his own family.

Chair Bagnato and Jeremy both agreed that the experience itself would encourage guests to return. Commissioner Beatty suggested that allowing visitors to observe airport operations could further promote repeat visits. Commissioner Campbell brought up safety concerns related to weather and proposed emphasizing content such as aircraft components and the construction of planes and looking out for ways to make this space different from other museums. Drawing from his experience on a museum board, Commissioner Sieber questioned how the team intended to inspire repeat attendance, noting that adding new exhibits was often expensive and ineffective. In response, Chair Bagnato clarified that this was not a traditional museum but an engaging, interactive event, and emphasized that aviation always remains relevant. Then the Board thanked Mr. Gunn and the rest of the team for putting this up.

REPORTS

11. Fuel and Operations Report for April 2026 **Aliyah Then**

- Monthly Operations, April: Down 6.2% from 2025 at 23,814.
- 2026 YTD Operations: Up 0.3% from 2025 at 99,037.
- Monthly 94UL, April: Down 25.3% from 2025 at 7,908.
- 2026 YTD 94UL: Up 0.03% from 2025 at 39,744.
- Monthly 100LL, April: Up 1.3% from 2025 at 44,862.
- 2026 YTD 100LL: Up 5.8% from 2025 at 182,653.
- Monthly AvGas Total, April: Down 3.9% from 2025 at 52,770.
- 2026 YTD AvGas Total: Up 4.7% from 2025 at 222,407.
- Monthly Jet A, April: Up 13.6% from 2025 at 1,129,305.
- 2026 YTD Jet A: Up 5.8% from 2025 at 4,605,419.
- Monthly Fuel Totals, April: Up 12.7% from 2025 at 1,182,075.
- 2026 YTD Fuel Totals: Up 5.8% from 2025 at 4,827,826.
- Monthly Market Share for fuel sales, April: JCoC: 39.8%; Modern: 22.2%; Signature North: 19.5%; Signature South: 18.4%; Heliplex: 0.1%

Commissioner Huffman asked about fuel prices clarification, and Mr. Fronapfel replied.

12. Mead & Hunt Part 150 Project Update **Kate Andrus**

An update on the progress of Part 150 Noise & Land Use Compatibility Study was presented by Mead & Hunt representative, Ms. Andrus. She provided the purpose of the Study as a recap.

Then she showed the status of the project, and they are working now on the alternatives to recommend for implementation and then the prioritization of those recommendations.

Ms. Andrus provided an update on the Future Noise Exposure map accepted by the FAA and explained the usage of the map. Ms. Andrus also showed an update of the airport influence area. She showed a draft for the administrative measures that will be taken.

Commissioner Huffman asked about the details related to departures, and Ms. Andrus explained it was modeled and shown to the public. Mr. Fronapfel also commented on this, comparing the previous Part 150 and the current one. Ms. Andrus continued to explain the measures to be applied and the maps with the differences.

Commissioner Beatty asked about communication between the Study Group and the City of Centennial and Ms. Andrus replied. She then moved on with the next measure related to electric aircraft. Mr. Fronapfel also commented on this.

Finally, she commented on the public involvement, providing a summary table, illustrating meetings with the community and the county as well and the next steps as: committee and stakeholder inputs, and the remaining drafts and documents

13. Noise Report April 2026 and Quarter 1 2026 Flight School Dashboard Report **Zach Gabehart**
Recommendation: Advisory

- For April 2026, there were 755 complaints from 53 households.

- The 2026 Year-to-Date complaints are 2,292 from 103 households.
- In April 2026, Douglas County Unincorporated led the complaints with 37%, then Arapahoe County Unincorporated with 20%, followed by Centennial with 19%, Elbert County Unincorporated with 10%, Greenwood Village % and lastly Lone Tree with 6%
- Of the 755 complaints received in April 2026 total of 78 were responded, 72 by email and 6 by phone.
- Of the 755 complaints 675 came from daytime operations while 80 came from nighttime operations.
- For April 2026, there were 23,814 operations.
- For the Year 2026 there were 99,037 operations.
- The number one household resides in Centennial with 358 complaints, which make up 16% of the complaints for the year 2026. The top five households make up 60% of the total complaints year-to-date.
- For April 2026: Propeller aircraft led complaints by aircraft type with 91%, 8% for Jets, and 3% for helicopter flights. Training led to complaints by operation type at 69% followed by Departures at 22% and arrivals at 9%.

Commissioner Huffman inquired about complaint locations, while Commissioner Sieber asked about the monitors; Mr. Gabehart responded to both. Commissioner Campbell also commented on the complaint's location and noted some distinctions. Also, Commissioner Beatty made a comment referring to the past months and the trends and asked if it's possible to determine the origin of the complaints and Mr. Gabehart replied that it may be related to weather conditions and could affect complaint numbers.

Mr. Gabehart gave an update on the Quarter 1 2026 Flight School Dashboard, highlighting its launch after years of planning. He reported that the Q4 2025 test period was completed, with a live rollout set for January 1, 2026. Participants could earn up to 100 points plus 10 bonus points, with performance distinctions between small and large operators. Evaluated metrics included reducing extended downwind in south flow, minimizing overflights of noise-sensitive areas, curfew compliance, use of night preferential runways, and limiting touch-and-goes. Additional assessments covered instructor training, meeting attendance, acquiring UL94 STCs, propeller upgrades, simulator training, and participation in airport charitable events.

Mr. Gabehart presented the overall dashboard, noting that some sections were excluded at the request of flight schools. He explained that the dashboard helps identify areas for improvement, enabling airports and flight schools to collaborate more effectively. Mr. Fronapfel mentioned that Centennial Airport is the first GA airport to have something like this dashboard.

14. Centennial Airport Community Noise Roundtable (CACNR) Update **Pam Thompson**

During the meeting, Mrs. Thompson covered several key topics. Public comments were shared by a concerned citizen, representatives from the Chatfield Reservoir – Solstice Community, Louviers, Elbert County regarding the 3 Towers Training Box, and via email from Highland Ranch. The Part 150 Study was reviewed, followed by the March 2026 Noise Report, which included operations and training data, as well as data collection from Centennial and the 3 Towers. The CACNR Study Group Committee presented the 2026 1st Quarter Report, highlighting touch-and-go operations entering the study area, mitigation dates, and comparisons of entering versus not entering the study area. The committee also reviewed the dashboard, including Q1 2026 Flight School Fly Quiet Program scores from January to March 2026. CACNR Executive Reports were discussed, along with traffic to and from the 3 Towers Training Box.

Mr. Fronapfel remarked on the Centennial area, noting that there are concerns about reducing noise there; as a result, it is important to monitor the situation closely.

Mrs. Thompson proceeded with her presentation by displaying maps and data related to noise patterns and their shifts, as well as graphics illustrating aircraft movements in relation to the study area.

She also commented on the executive report and the dashboard. Chair Bagnato commented on the report, and how the noise has decreased.

Public Comment

Public Comment started at 4:43pm

A Louviers resident spoke first, addressing the rise in complaints. He noted that he tracked planes flying over the area, their origins, and detailed how many complaints he submitted to Centennial Airport and other airports. Also explained the process taken to write this information down. He also mentioned some similar flight patterns.

The second resident to speak in person was a pilot. He discussed the Part 150 Study, providing detailed insights into the study's requirements, particularly those related to security. He also mentioned an upcoming Bill that is expected to pass, highlighting its potential impact on the study and airport operations. Commissioner Huffman and Ms. Andrus responded with comments related to the Part 150 Study.

Comments from Board and Staff **Thad Bagnato**

Adjournment **Thad Bagnato**

Meeting was adjourned at 4:43pm

Execution of Documents **Stacey Davenport**

Approved

____
Thad Bagnato, Chair

REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND RECORD OF ACTION

AUGUST 13, 2026

FROM:	Andrew Gillespie, Chief Financial Officer
SUBJECT:	June 2026 Financial Reports
RECOMMENDATION:	Advisory
BACKGROUND:	Financial reports provide information to the Board about the financial condition of the Authority including results of operations compared to projections.
FINANCIAL DATA:	Financial Reports will be delivered under separate cover prior to the board meeting.
REVIEW BY OTHERS:	Executive Director, Assistant Airport Director, and Department Directors
PRESENTER (S):	Mike Fronapfel and Andrew Gillespie

Action of the Board of Commissioners

	1st	2nd	YES	NO	ABS
Bagnato	O	O	O	O	O
Baker	O	O	O	O	O
Beatty	O	O	O	O	O
Campbell	O	O	O	O	O
Summey	O	O	O	O	O

REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND RECORD OF ACTION

August 13, 2026

FROM: Andrew Gillespie, Chief Financial Officer

SUBJECT: Ratification of Second Quarter 2026 Expenditures

RECOMMENDATION: Motion to ratify Second Quarter 2026 Expenditures in the amount of $4,501,589.83.

BACKGROUND: Total Second Quarter 2026 Expenditures included Accounts Payable in the amount of $4,100,274.65 and Payroll in the amount of $401,315.18.

FINANCIAL DATA: See attached.

REVIEW BY OTHERS: Executive Director, Assistant Airport Director, Commissioner Baker, Commissioner Campbell and Commissioner Bagnato.

PRESENTERS: Andrew Gillespie

Action of the Board of Commissioners

	1st	2nd	YES	NO	ABS
Bagnato	O	O	O	O	O
Baker	O	O	O	O	O
Beatty	O	O	O	O	O
Campbell	O	O	O	O	O
Summey	O	O	O	O	O

REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND RECORD OF ACTION

August 13, 2026

FROM: Andrew Gillespie, CFO

SUBJECT: Appoint Budget Officer for 2027 Budget

RECOMMENDATION: Motion to appoint Andrew Gillespie as Budget Officer for the 2027 Budget

BACKGROUND: Colorado State Law requires the governing board of each local government to appoint a Budget Officer who will submit the proposed budget to them by October 15th of each year.

FINANCIAL DATA: N/A

REVIEW BY OTHERS: N/A

PRESENTERS: Mike Fronapfel

Action of the Board of Commissioners

	1st	2nd	YES	NO	ABSTAIN
Bagnato	O	O	O	O	O
Baker	O	O	O	O	O
Beatty	O	O	O	O	O
Campbell	O	O	O	O	O
Summey	O	O	O	O	O

REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND RECORD OF ACTION

August 13, 2026

FROM: Jeremy Gunn – Director of Operations; Matt Frenette – Senior Planner

SUBJECT: AIP-66 Grant Agreement.

RECOMMENDATION: Motion to conditionally approve the AIP-66 Grant Agreement for the procurement and installation of Vehicle Movement Area Transponders and authorize the Chair and Clerk to sign upon receipt of the Grant.

BACKGROUND: The AIP-66 Grant is part of the Vehicle Movement Area Transponder Surface Awareness Initiative program. This includes the procurement and installation of 34 vehicle transponders to be installed in Airport Authority vehicles, allowing Air Traffic Control to see the location of the vehicles when on runways and taxiways.

The Airport expects to receive the grant for this project in September 2026.

See the attached draft Grant Agreement.

FINANCIAL DATA: The AIP-66 Grant will not exceed $121,410 and will cover 95% of the cost of the project. The Airport Authority will be responsible for the remaining 5% match.

REVIEW BY OTHERS: L. Zarlengo, L. Wiarda, and Z. Gabehart

PRESENTERS: Jeremy Gunn

Action of the Board of Commissioners

	1st	2nd	YES	NO	ABSTAIN
Bagnato	O	O	O	O	O
Baker	O	O	O	O	O
Beatty	O	O	O	O	O
Campbell	O	O	O	O	O
Summey	O	O	O	O	O

REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND RECORD OF ACTION

August 13, 2026

FROM: Jeremy Gunn

SUBJECT: Statewide Internet Portal Authority State Grant Agreement GS26-15 Wildlife Detection and Management

RECOMMENDATION: Motion to conditionally approve Colorado Statewide Internet Portal Authority (SIPA) state grant GS26-15 Wildlife Detection and Management for the deployment of 32 AI-powered wildlife devices at Centennial Airport and authorize the Chair and Clerk to sign upon receipt of the Grant.

BACKGROUND: The State Grant is for the implementation, deployment, and operation of 32 AI-powered wildlife detection and deterring devices around Centennial Airport. The system combines AI-based wildlife detection, species identification, real-time autonomous notification and deterrence, and a software platform for monitoring analytics and reporting. This system will support and enhance compliance with Centennial Airport's Wildlife Hazard Management Plan.

See the attached draft Standard Grant Agreement Template.

FINANCIAL DATA: The state grant will fund 100% of the total cost of the GS26-15 Wildlife Detection and Management System up to $138,000.

REVIEW BY OTHERS: L. Zarlengo and Z. Gabehart

PRESENTERS: Jeremy Gunn

Action of the Board of Commissioners

	1st	2nd	YES	NO	ABSTAIN
Bagnato	O	O	O	O	O
Baker	O	O	O	O	O
Beatty	O	O	O	O	O
Campbell	O	O	O	O	O
Summey	O	O	O	O	O

REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND RECORD OF ACTION

August 13, 2026

FROM: Lauren Wiarda

SUBJECT: Engineering Services Selection and Agreement

RECOMMENDATION: Motion to select Benesch to be the Airport's consulting engineer and authorize the Chair and Clerk to sign the Master Services Agreement between Benesch and ACPAA, pending final review of the Agreement by staff and counsel.

BACKGROUND: The airport's existing engineering services contract is set to expire October 13, 2026. In anticipation of receiving future federal AIP funding, staff initiated the FAA approved consultant selection process for engineering services on federal projects. A Request for Qualifications and Experience was published on May 14 and May 21, 2026, in the Villager and Douglas County News Press. Seven submittals were received from the following consultants: Benesch, Garver, Jacobs, Lochner Egis Group, Mead & Hunt Inc., RS&H Inc., and Woolpert Inc. Of the seven engineering consultants Benesch, Garver, and RS&H Inc. were selected for interviews.

The Consultant Selection Committee (Commissioner Beatty, M. Smith, L. Zarlengo, Z. Gabehart, L. Wiarda and J. Gunn) reviewed and discussed the Statements of Qualifications and Experience and interviewed the three firms on July 30, 2026. The firms were ranked on a number of factors including background, experience with airports similar to Centennial Airport, key personnel background, and reputation. After review Benesch was ranked as the top firm by the Consultant Selection Committee.

See the attached draft Master Services Agreement.

FINANCIAL DATA: The Airport will be responsible for up to a 10% match on all AIP projects, including the cost for engineering services.

REVIEW BY OTHERS: Z. Gabehart, L. Zarlengo

PRESENTERS: Lauren Wiarda

Action of the Board of Commissioners

	1st	2nd	YES	NO	ABSTAIN
Bagnato	O	O	O	O	O
Baker	O	O	O	O	O
Beatty	O	O	O	O	O
Campbell	O	O	O	O	O
Summey	O	O	O	O	O

MASTER SERVICES AGREEMENT

CLIENT	Arapahoe County Public Airport Authority	Project Name ("Project")	Centennial Airport On-Call Engineering Services
Address	7565 South Peoria Street		
	Unit D9		
	Englewood, CO 80112	Project Location	Centennial Airport
Telephone	303-790-0598		
Client Contact	Lauren Wiarda	Consultant PM	Molly McGuire, PE
Client Job No.		Consultant Job No.	PP15-262176.00

This agreement ("Agreement") is made by and between **Arapahoe County Public Airport Authority** ("Client") and **Alfred Benesch & Company** ("Consultant") (singularly, each may be referred to as "Party," and collectively, as "Parties")

WHEREAS, Client intends to engage Consultant, from time to time, during the term of this Agreement, in various consulting services. The initial term of this Agreement is for a period of **three (3) years**. At the discretion of the Authority this Agreement may be extended **in one (1) year terms, not to exceed a total of five (5) years**.

WHEREAS, the parties wish to set up a Master Services Agreement that will contain general terms and conditions which will be applicable to each of the requests for services from the Client

WHEREAS, Consultant agrees to provide Client with requested consulting services;

WHEREAS, The General Conditions and the following Attachments are hereby made a part of the Agreement:

☒ Exhibit A: Work Authorization(s) specifying Method of Payment, Scope and Fee
☒ Exhibit B: Federal Contract Provisions for A/E Agreements

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

☒ AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the Effective Date: **August 13, 2026**

CLIENT	**ALFRED BENESCH & COMPANY**
BY:______________________	BY:______________________
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
PRINT NAME: ______________	PRINT NAME: Jess Hastings
TITLE:______________________	TITLE: Senior Vice President
	BENESCH OFFICE: Denver
	ADDRESS: 5660 Greenwood Plaza Blvd, Suite 400N
	Greenwood Village, CO 80111

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

GENERAL TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 Scope of Services and Fees
The Services to be performed by Consultant and the associated fee are set forth on the signature page or in Attachment A, Scope of Services and Fee Estimate, attached hereto, or, if applicable, by using serially numbered Work Authorizations. The Scope of Services and Fee Estimate is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope of Services and Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by Consultant shall not be exceeded unless authorized in writing by Client. The intent of the Scope of Services is to identify the Services to be provided by Consultant; provided, however, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment
Payment for the Services and direct expenses shall be based on the Method of Payment identified on the signature page to this Agreement or serially numbered Work Authorizations attached hereto and made a part of this Agreement.

2.2 Payment for Consultant's Services
2.2.1 Payment
Payment for the Services rendered by Consultant shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, Attachment B, attached hereto.
2.2.2 Chargeable Time
Chargeable time for the Services is that portion of time devoted by Consultant's personnel to provide the Services. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight (8) hours per day and five (5) days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned Project site, and return to Consultant's office, is chargeable time; or, if more economical for Client, Consultant shall lodge its personnel overnight near the Project site in lieu of traveling back to Consultant's office at the end of each work day.
2.2.3 Overtime Rates
The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses
2.3.1 Payment
For Direct Expenses incurred by Consultant, payment to Consultant by Client shall be in accordance with Consultant's Schedule of Unit Rates.
2.3.2 Direct Expenses
For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the Services Consultant is to perform; Laboratory Tests and related reports necessary for the Services Consultant is to perform, either by Consultant or by an outside service for Consultant; Special Equipment expenses including the costs of Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the Services; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all Services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions
2.4.1 Consultant shall submit monthly invoices for all Services rendered and Direct Expenses under this Agreement and a final invoice upon completion of the Services.
2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after the date of invoice. Payments will first be credited to interest and then to principal.
2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.
2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend the Services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of the Services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.
2.4.5 The hourly rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term
The Parties obligations to perform under this Agreement shall extend from the Effective Date set forth on the signature page until terminated by either Party.

3.2 Abandonment of Services
Client shall have the absolute right to abandon any Services in Attachment A, or any Work Authorization attached hereto, or to change the general scope of the Services at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination for Cause
Either Party may terminate this Agreement for cause upon written notice to the defaulting Party stating the basis for the termination; provided, however, the defaulting Party shall have seven (7) days to cure the default. The termination will be effective seven (7) days after delivery of the written notice if the basis for the termination has not been cured. In the event of termination by Consultant caused by Client's default, Client shall pay for all Services performed by Consultant prior to the effective date of the termination, including all Project termination expenses, collection fees, and legal expenses. Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment. In the event of termination by Client caused by Consultant's default, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination and provide information and documents developed under the terms of this Agreement to Client. Upon receipt of all other information and documents, Client shall pay Consultant for all Services performed prior to the effective date of the termination.

3.3.2 Termination for Convenience
Either Party may, in its sole discretion, terminate this Agreement for convenience at any time. In the event of such termination, the terminating Party will promptly notify and confirm the termination in writing to the other Party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment from Client.

3.4 Payment for Services Upon Abandonment or Agreement Termination
If Client abandons any of the Services in Attachment A or any Work Authorization attached hereto, or terminates this Agreement, Consultant shall be paid on the basis of Services completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the Services completed shall be made in accordance with Section 2.

3.5 Liability for Incomplete Documents
Neither Consultant nor its subconsultants shall be responsible for any errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the Services provided by Consultant hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under Client's control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting Client's property and the conduct of its employees thereon.

4.1.3 Consultant understands and agrees that in the performance of the Services and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents and subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by Consultant's insurance provider that during the time any Services are being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of any insurance coverage shown on such certificate in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name Client as an additional insured on Consultant's commercial general liability insurance policy.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other Party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other Party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of the Services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional Standard of Care as defined herein to comply with, and shall cause its subconsultants to comply with, applicable and non-conflicting federal, state, and local laws, orders, rules, and regulations in effect at the time the Services are rendered and relating to Consultant's performance of the Services hereunder. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, order, rule, regulation, ordinance, or decree applicable to the Services, Consultant will immediately report such discrepancy or inconsistency to Client and will conform the Services to any orders or instructions issued by Client. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Consultant hereby affirms its support of anti-discrimination and that it is an equal opportunity employer and complies with Title VII of the Civil Rights Act of 1964, and the provisions Section 503 of the Rehabilitation Act of 1973; Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974; 41 CFR Part 60, specifically subparts 60-1.4, 60-250.5, 60-300.5, 60-741.2, and 60-741.5; and other applicable regulations and orders of the Department of Labor relating thereto. All such regulations are incorporated herein by reference and made a part of this Agreement as if set forth in their entirety. Consultant further affirms that it and its subconsultants shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, age, height, weight, color, religion, sex, sexual preference/orientation, marital status, citizen status, ancestry, or national origin. Moreover, these regulations require that covered consultants and subconsultants when making decisions regarding employment of qualified individuals and without regard to race, color, religion, sex, national origin, protected veteran status, or disability.** Additionally, Consultant affirms it is its policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment and that minorities will be afforded full opportunity to submit a proposal and will not be discriminated against on the basis of race, color, or national origin in consideration for an award. Consultant further affirms completion of applicable governmental employer information reports, including EEO-1 and VETS-100 reports.

4.4.3 Consultant certifies that it agrees to use the E-Verify Program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), to verify that all persons it hires during the term of this Agreement are legally present and authorized to work in the United States. Consultant further acknowledges that failure to comply with the laws referenced herein shall constitute a material breach of this Agreement and Client shall have the discretion to unilaterally terminate said Agreement immediately. In the event any Services are sublet, Consultant shall obtain similar certifications from each subconsultant.

4.4.4 Consultant shall maintain a drug-free workplace in accordance with the provisions of the Drug Free Workplace Act of 1988.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for Consultant to perform the Services.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project. Ownership of the instruments of service shall transfer to Client upon Consultant's receipt of payment in full for all Services completed under this Agreement. Notwithstanding the foregoing, all Consultant pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of Consultant that existed before the commencement of the Services and which are included in any instruments of service generated by Consultant under this Agreement (collectively, the "Pre-Existing Materials"), shall remain the property of Consultant. Consultant grants to Client (as an exception to the transfer and assignment provided in this Agreement) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.

4.5.3 Any instruments of service are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any verification or adaptation by Consultant will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.5.4 Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing the Services, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make Consultant or its personnel in any way responsible for those duties that belong to Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Project documents and any health or safety precautions required by such construction work. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Services includes construction observation, Consultant shall keep Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to Client (1) known deviations from the Project documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the construction work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the Project documents.

4.7 Opinions of Costs, Financial Considerations, and Schedules

When applicable to the Services described on a sequentially numbered work Authorization, in providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant 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. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein, as appropriate, are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty, express or implied, that Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction Costs, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the Services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's Services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event this Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that, in Consultant's sole judgment, are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for any additional costs for taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services
Consultant shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of the Services, and it is agreed that the quality of the Services shall be judged solely as to whether the Services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes the Services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant, it is determined there is a deficiency that fails to meet the Standard of Care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability
Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or $50,000, whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages
Client and Consultant agree that, to the fullest extent permitted by law, neither Party shall be liable to the other Party for any special, indirect, or consequential damages whatsoever, whether caused by either Party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

5.4.1 Professional Liability
Consultant shall indemnify and hold harmless Client, its officers, directors, and employees, from and against all judgments, losses, damages, costs, and expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Liabilities"), to the extent caused by any Negligent Acts, Errors, or Omissions by Consultant or any person or organization for whom Consultant is legally liable in the performance of Professional Services under this Agreement. For purposes of this professional liability indemnification obligation, (a) Professional Services in this subsection 5.4.1 shall mean those services performed by a licensed professional employed by Consultant or any person or organization for whom Consultant is legally liable, and (b) Negligent Acts, Errors, or Omissions shall mean any negligent acts, errors, or omissions in the performance of Professional Services by Consultant or any person or organization for whom Consultant is legally liable that causes Liabilities and fails to meet the Standard of Care.

5.4.2 General Liability
Consultant shall indemnify, defend, and hold harmless Client, its officers, directors, and employees, from and against all demands, claims, losses, damages, costs, and expenses (including reasonable attorney's fees), due to bodily injury (including death) or property damage to the extent caused by any negligent acts, errors, or omissions by Consultant or any person or organization for whom Consultant is legally liable.

5.4.3 Limitation of Liability
Consultant's Professional Liability and General Liability indemnification obligations shall be subject to any limitations of liability contained in this Agreement and shall survive any termination of this Agreement.

5.5 No Third Party Beneficiaries
Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's Services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices
Any notice to either Party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing Party shown on the signature page.

6.2 Joint Preparation
For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the Parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings
Headings used in this Agreement are for the

convenience of reference only and shall not affect the construction of this Agreement.

6.4 Severability
If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution
If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either Party, then the Parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either Party. Unless the Parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other Party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the Parties. Cost of mediation shall be shared equally between the Parties and shall be held in a location mutually agreed upon by the Parties. The Parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the Parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the Project is located.

6.6 Governing Law
This Agreement is to be governed by the laws of the jurisdiction in which the Project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.7 Entire Agreement
This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the Parties and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

☐ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☐ **S.1 Location of Underground Utilities**

It shall be Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☐ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

☐ **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

EXHIBIT A

WORK AUTHORIZATION NO. _____

PROJECT NO. ______________________________ **DATE** ____________________________, **20**_________
PROJECT NAME ____
CLIENT ____
CLIENT PM ______________________________ **CONSULTANT PM** ____________________________
PHONE NO. ______________________________ **PHONE NO.** _________________________________

SCOPE OF SERVICES

This Work Aurhorization Number _____, with the Agreement dated _____, 20__, between _____ (“Client”) and Alfred Benesch & Company (“Consultant”), constitutes the express authority given Consultant by Client to perform certain professional consulting services (“Services”) as follows (or as shown in Attachment A):

The following are attached to and hereby made a part of this Work Authorization:

- ☐ Attachment A: Scope of Services and Fee Estimate
- ☐ Attachment B: Schedule of Unit Rates
- ☐ Attachment C: Supplemental Conditions for Survey, Environmental or Geotechnical Services
- ☐ ____

FEE ESTIMATE

Consultant will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

- ☐ Client will pay a Fee based on a **Time and Materials** not to exceed $_____ and invoice using Attachment B: Schedule of Unit Rates.
- ☐ Client will pay a **Lump Sum** Fee of $_____ and invoice using a percentage completed basis.
- ☐ Client will pay by another method as described: _____

CLIENT

BY: ____________________________________
AUTHORIZED REPRESENTATIVE

PRINT NAME: ______________________________

TITLE: ___________________________________

DATE: __________________________, 20________

ALFRED BENESCH & COMPANY

BY: ____________________________________
AUTHORIZED REPRESENTATIVE

PRINT NAME: ______________________________

TITLE: ___________________________________

DATE: __________________________, 20________

BENESCH OFFICE: __________________________

ADDRESS: _________________________________

____

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects (Issued on March 17, 2026)

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER” CONTRACTOR” OR “LOWER TIER CONTRACTOR SHALL PERTAIN TO ANY SUBCONSULTNAT UNDER CONTRACT WITH THE A/E.

ALL REFERENCS MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

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APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

SOURCE

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

SOURCE

2 CFR Part 200, Appendix II(A)

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is $350,000.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 CIVIL RIGHTS - GENERAL

SOURCE

49 U.S.C. § 47123

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A4 CIVIL RIGHTS – TITLE VI ASSURANCE

SOURCE

49 U.S.C. § 47123

FAA Order 1400.11

Title VI Solicitation Notice:

The (***Sponsor*****)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

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

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

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

   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

A5 CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE

2 CFR Part 200, Appendix II(G)

42 U.S.C. § 7401, et seq

33 U.S.C. § 1251, et seq

A5.1

Contract Types – This provision is required for all contracts and lower tier contracts that exceed $150,000.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

A6 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE

2 CFR Part 200, Appendix II(E)

29 CFR § 5.5(b)(2)

29 CFR 5.8(a)

40 U.S.C. § 3702(c)

40 U.S.C. § 3704

Contract Types –

Professional Services – This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A7 DEBARMENT AND SUSPENSION

SOURCE

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A8 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE

49 CFR Part 26
49 U.S.C. § 47113

Contract Types – Sponsors with a DBE program on file with the FAA must include the following provisions, if applicable:

1) Clause in all solicitations for proposals for which a contract goal has been established,
2) Clause in solicitations that seek to obtain DBE participation without the use of a contract goal, and
3) Clause in each prime contract.

Solicitation Language (Solicitations with a DBE Contract Goal)

<u>For traditional design-bid-build projects, the decision on whether DBE information is a matter of responsiveness or responsibility is laid out in the Sponsor's approved DBE program and the Sponsor should incorporate the applicable solicitation language accordingly. Special procedures apply in the case of negotiated procurements and for projects that follow the Design-Build method of procurement. In all cases, Sponsors should include only the applicable solicitation language from the examples below.</u>

Bid Information Submitted as a matter of **responsiveness**:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.
As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of **responsibility**:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.
As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information requirements for **negotiated procurements**:
In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the

above *responsiveness* or *responsibility* procedures before the final selection for the contract is made by the recipient.

Bid Information submitted for **Design-Build projects**:
In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal-project details at time of letting, the Sponsor may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of 49 CFR § 26.53 that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, *e.g.,* replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the [Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –
The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –
The prime contractor must not terminate a DBE subcontractor listed in response to the above Solicitation language (Solicitations that include a Contract Goal) section (or an approved substitute DBE firm) without prior written consent of the Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the Owner . Unless the Owner consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
[Name of Recipient] may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.
Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner , of its intent to request to terminate and/or substitute, and the reason for the request.
The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.
In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A9 DISTRACTED DRIVING

SOURCE

Executive Order 13513
DOT Order 3902.10

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR § 200.320 (currently set at $15,000).

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A10 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

A10.1

Contract Types – The Sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A11 DRUG FREE WORKPLACE REQUIREMENTS

SOURCE

49 CFR Part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101-8106, as amended)

A12 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE

29 USC § 201, et seq

2 CFR § 200.430

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

> *Professional Services* – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement with a professional services firm must include the FLSA provision.

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation.

The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A13 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Contract Types – The Sponsor must incorporate this provision into all contracts exceeding $100,000.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A14 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

SOURCE

29 CFR Part 1910

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A15 RIGHT TO INVENTIONS

SOURCE

2 CFR Part 200, Appendix II(F)

37 CFR Part 401

A15.1

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A16 SEISMIC SAFETY

SOURCE

49 CFR Part 41

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

> *Professional Services*– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A17 TAX DELINQUENCY AND FELONY CONVICTIONS

A17.1 SOURCE

Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts.
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A18 TERMINATION OF CONTRACT

SOURCE

2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Contract Types – All contracts and subcontracts in excess of $10,000 must address *termination for cause* and *termination for convenience* by the Sponsor. The provision must address the manner (i.e., notice, opportunity to cure, and effective date) by which the Sponsor's contract will be affected and the basis for settlement (e.g., incurred expenses, completed work, profit, etc.).

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.
The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.
In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A19 TRADE RESTRICTION CERTIFICATION

SOURCE

49 USC § 50104
49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A20 VETERAN'S PREFERENCE

SOURCE

49 USC § 47112(c)

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A21 DOMESTIC PREFERENCES FOR PROCUREMENTS

SOURCE

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

Contract Types – Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A22 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

SOURCE

FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936
49 U.S.C. § 44801 note

Sponsors and subgrant recipients are prohibited from using AIP grant funds to enter into, extend, or renew a contract for:

1) The operation, procurement, or contracting action with respect to a covered unmanned aircraft system (UAS); or
2) To any entity that operates a covered unmanned aircraft system (UAS) in the performance of such contract.

The term "Covered UAS" means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System which is manufactured or assembled by a covered foreign entity; and an unmanned aircraft detection system or counter- UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

(a) The People's Republic of China.
(b) The Russian Federation.
(c) The Islamic Republic of Iran.
(d) The Democratic People's Republic of Korea.
(e) The Bolivarian Republic of Venezuela.
(f) The Republic of Cuba.
(g) Any other country the Secretary determines necessary.

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

END OF FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND RECORD OF ACTION

August 13, 2026

FROM: Luke Skaflen Sr. Business Support Specialist – Administration

SUBJECT: Consent to Assignment of Sublease and to the Assignment and Assumption of the Subordination Non- Non-Disturbance, and Attornment Agreement from C&A Ventures, LLC to Temark Investments, LLC

RECOMMENDATION: Motion to Approve Consent to Assignment of Sublease and Consent to Assignment and Assumption of Subordination, Non-Disturbance, and Attornment Agreement ("SNDA") for Hangar A - South (also known as 7905 S. Peoria Street), from C&A Ventures, LLC to Temark Investments, LLC (the "Assignee").

BACKGROUND: On or about August 3, 2026, C&A Ventures, LLC (the "Assignor") requested the Authority's consent to an Assignment and Assumption of Sublease, dated May 1, 2026, for a hangar unit commonly referred to as Hangar A-South (7905 S. Peoria Street). Denver Jet Center has not yet given its consent to the assignment, as the hangar is located on Denver Jet Center's leasehold. The Assignment and Assumption of Sublease documents are attached as Exhibit A.

Assignor is temporarily transferring its interest in the sublease to its members, as Tenants in Common, before transferring to the Assignee. This is because the proposed transaction is being executed as a 1031 exchange on the respective interests in the subleasehold.

The Assignor also requested that the SNDA be assigned to the Assignee, which is attached as Exhibit B. This also requires the Authority's consent.

FINANCIAL DATA: Not Applicable

REVIEW BY OTHERS: Stacey Davenport

PRESENTERS: Luke Skaflen

Action of the Board of Commissioners

	1st	2nd	YES	NO	ABS
Bagnato	O	O	O	O	O
Baker	O	O	O	O	O
Beatty	O	O	O	O	O
Campbell	O	O	O	O	O
Summey	O	O	O	O	O

Exhibit A

CONSENT TO ASSIGNMENT OF SUBLEASE

WHEREAS, the Arapahoe County Public Airport Authority ("Authority") and the Denver jetCenter, Inc. ("DJC") entered into the Centennial Airport Fixed Base Operator Lease and Agreement on December 9, 1999 and effective on January 1, 2000, as amended by a First Amendment to Fixed Base Operator Lease and Agreement dated November 12, 2021, effective November 1, 2021, as amended by a Second Amendment to Fixed Base Operator Lease and Agreement dated effective December 12, 2022, as amended by a Third Amendment to Fixed Base Operator Lease and Agreement dated effective May 9, 2024 (hereinafter the "FBO Lease");

WHEREAS, the FBO Lease is an amendment and restatement of the Arapahoe County Fixed Base Operation Lease dated February 1, 1979 between Colorado Air Center, Inc. and Authority as amended by First Amendment through Thirteenth Amendments to Lease; and

WHEREAS, DJC and Centennial Hangar Corp. entered into the Master Sublease Agreement dated March 9, 1998, as amended by the Amendment dated October 1, 1998 and the Second Amendment dated January 12, 1999 ("Master Sublease")' and

WHEREAS, pursuant to Articles 2 and 13 of a Sublease dated January 4, 1999 between DJC and Centennial Hangar Corp. and consented to by Authority on January 13, 1999 ("Sublease"), prior written consent of Authority and DJC is required for any assignments of Sublease; and

WHEREAS, current lessee, C&A Ventures, LLC (the "Assignor") desires to assign the Sublease to Temark Investments, LLC (the "Assignee"); and

WHEREAS, the Authority acknowledges as part of the assignment of the Sublease, the Sublease will be temporarily assigned to the Assignor's members for the purposes of a 1031 exchange.

WHEREAS, on or about August 4, 2026, Assignor and Assignee delivered a draft Assignment and Assumption of Lease dated May 1, 2026, attached hereto as Exhibit.

NOW, THEREFORE, Authority consents to Exhibit 1 with the following provisos:

1. Assignee shall observe and obey all laws, ordinances, rules and regulations of the United States of America, the State of Colorado, Arapahoe County, and the Authority, including the Centennial Airport Minimum Standards for Commercial Aeronautical Activities which may be applicable to Assignee's or its affiliates' operations at Centennial Airport.

2. Assignee shall make no unlawful or offensive use of the subleased premises.

3. Assignee shall deliver to the Authority no later than September 7, 2026, evidence of DJC's consent to the Assignment Agreement and

4. Assignee shall also deliver evidence of a signed Assignment and Assumption of Sublease between Assignor and Assignee substantially in the same form as attached no later than September 7th, 2026.

{Signature Page to follow}

DATED this _______ day of _______________, 2026.

Arapahoe County Public Airport Authority

By______________________________
Thad Bagnato, Chair

ATTEST:

____
Jeff Baker, Clerk

Exhibit 1

To

Consent to Assignment of Sublease

Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION OF SUBLEASE

This ASSIGNMENT AND ASSUMPTION OF SUBLEASE (“Assignment”) dated May 1, 2026, is by and between C&A Ventures LLC, a Colorado limited liability company (“Assignor”), Kevin B. Allen and Daniel B. Close, individuals and co-owners of Assignor and as intermediate assignees (the “Co-Owners”) and Temark Investments LLC, an Arizona limited liability company (“Assignee”).

RECITALS

WHEREAS, Arapahoe County Public Airport Authority (“Authority”) and Denver Jet Center, Inc. (“DJC”) entered into the Centennial Airport Fixed Base Operator Lease and Agreement dated December 9, 1999, and effective January 1, 2000, as amended (“FBO Lease”), which agreement is an amendment and restatement of the Arapahoe County Fixed Base Operation Lease dated February 1, 1979, between Colorado Air Center, Inc. and Authority, as amended;

WHEREAS, DJC and Assignor are parties to that certain Sublease dated January 4, 1999 between DJC and Centennial Hangar Corp. ("CHC"), as assigned by CHC to Strom Corporation ("Strom") pursuant to that certain Assignment and Assumption of Lease dated May 22, 2000, as assigned by Strom to Steven D. Smith ("Smith") pursuant to that certain Assignment and Assumption of Lease dated May 4, 2004, as assigned by Smith to HMR Aviation, LLC pursuant to that certain Assignment and Assumption of Lease dated August 1, 2007, and as amended by that certain First Amendment to Sublease on August 1, 2007, and as amended by that certain Second Amendment to Sublease dated April 20, 2017, and as subsequently assigned to Assignor pursuant to that certain Assignment and Assumption of Lease dated May 8, 2025, (collectively, the "Sublease");

WHEREAS, pursuant to Paragraph 26 of the FBO Lease and Article 13 of the Sublease, the written consent of the Authority and DJC is required for assignments of the Sublease;

WHEREAS, Assignor wishes to assign its interests in the Sublease initially to the Co-Owners as Tenants-in-Common for tax purposes and the Co-Owners wish to subsequently assign their interests in the Sublease to Assignee, and Assignee wishes to assume Assignor’s and Co-Owners’ obligations under the Sublease; and

WHEREAS, DJC, Assignor and Co-Owners desire the Authority to consent to the Consent and Assignment dated August [1], 2026, by executing the CONSENT TO ASSIGNMENT OF SUBLEASE contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority consents to Exhibit A and Assignor, the Co-Owners and Assignee agree as follows:

A. Assignment of Sublease. Assignor hereby grants, bargains, sells, assigns, transfers, and sets over to Assignee of the Assignor's right, title, and interest as subtenant under the Sublease, together with all rights and benefits thereunder, to have and to hold the same unto the Co-Owners, their successors and assigns. The Co-Owners hereby jointly grant, bargain, sell, assign, transfer, and set over to Assignee of the Co-Owners right, title, and interest as subtenant under the Sublease, together with all rights and benefits thereunder, to have and to hold the same unto the

B. Assumption of Sublease. As of the date of this Assignment, Assignee hereby assumes the liabilities and agrees to fulfill the obligations of Assignor and the Co-Owners under the Sublease, as if Assignee had executed the Sublease.

C. Further Assurances. Assignor, Co-Owners and Assignee intend to fully and absolutely transfer the Sublease to Assignee. Assignor and the Co-Owners shall execute any additional documents that may hereafter reasonably be requested by Assignee to more fully effect such transfer.

D. Successors and Assigns. This Assignment shall bind and inure to Assignor, Assignee, and their respective successors and assigns.

* * * *

(Signature Pages Follow)

ASSIGNOR:

C&A VENTURES LLC
A COLORADO LIMITED LIABILITY COMPANY

By: ______________________	By: ______________________
Name: Daniel B. Close	Name: Kevin B. Allen
Its: Manager	Its: Manager

CO-OWNERS (as Intermediate Assignees and Tenants-in-Common)

______________________	______________________
Daniel B. Close	Kevin B. Allen

ASSIGNEE:

TEMARK INVESTMENTS LLC
AN ARIZONA LIMITED LIABILITY COMPANY

By: ______________________
Name: Daniel Carnett
Its: Manager

Exhibit B

ASSIGNMENT AND ASSUMPTION OF
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Unit A South – 7905 S. Peoria Street)

THIS ASSIGNMENT AND ASSUMPTION OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "SNDA Assignment and Assumption Agreement") dated as of ________________ (the "Effective Date"), is by and between C&A Ventures, LLC ("Assignor") whose address is: 25 South Lane, Cherry Hills Village, CO 80113 and Temark Investments, LLC who address is: @@@@

WHEREAS, the Arapahoe County Public Airport Authority ("Authority") and the Denver jetCenter, Inc. ("DJC") entered into the Centennial Airport Fixed Base Operator Lease and Agreement on December 9, 1999 and effective on January 1, 2000, as amended by a First Amendment to Fixed Base Operator Lease and Agreement dated November 12, 2021, effective November 1, 2021, as amended by a Second Amendment to Fixed Base Operator Lease and Agreement dated effective December 12, 2022, as amended by a Third Amendment to Fixed Base Operator Lease and Agreement dated effective May 9, 2024 (hereinafter the "FBO Lease");

WHEREAS, the FBO Lease is an amendment and restatement of the Arapahoe County Fixed Base Operation Lease dated February 1, 1979 between Colorado Air Center, Inc. and Authority as amended by First Amendment through Thirteenth Amendment to Lease; and

WHEREAS, DJC and Centennial Hangar Corp. ("Centennial") entered into the Master Sublease Agreement dated March 9, 1998, as amended by the Amendment dated October 1, 1998, and a Second Amendment, dated January 12, 1999 ("Master Sublease"); and

WHEREAS, DJC and Centennial entered into a Sublease, for an area known as "Hangar A South" located at 7905 S. Peoria Street, dated January 4, 1999 as was consented to by the Authority, and as amended by a First Amendment to Sublease, dated May 22, 2007 (the "Sublease")

WHEREAS, Centennial entered into a Subordination, Non-Disturbance and Attornment Agreement with the Authority, dated February 10, 2000 (the "SNDA Agreement") attached hereto as Exhibit I, which has been assigned to the Assignor; and

WHEREAS, the SNDA Agreement has been assigned from time to time to the various lessees of the improvements; and

WHEREAS, the Authority never received a fully executed SNDA Agreement from a prior lessee and Assignor; and

WHEREAS, the Authority is willing to offer the rights and interests of the SNDA of the Agreement to Assignee; and

WHEREAS, the Assignor desires to convey all its rights, title and interest in the SNDA Agreement to Assignee; and

WHEREAS, Assignee desires to assume the rights, title and interest in the SNDA Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its rights, title and interest in, to and under the SNDA Agreement, without any representation or warranties of any kind, express or implied.

2. Acceptance and Assumption. Assignee hereby (a) accepts the assignment of the SNDA Agreement from Assignor; (b) assumes all of Assignor's obligations thereunder arising from and after the Effective Date of this Agreement.

3. The Authority and Assignee agree that for the purposes of section 12 of SNDA Agreement titled: "NOTICES" the Assignee's address is as stated above, and the Authority's shall be changed to 7565 S. Peoria Street, Unit D9, Englewood, CO 80112

IN WITNESS WHEREOF, the Assignor and Assignee have executed this SNDA Assignment and Assumption Agreement as of the Effective Date.

ASSIGNOR: ______________________________

By ___________________________

Dated: ________________________

ASSIGNEE: ______________________________

By ___________________________

Dated: ________________________

STATE OF COLORADO)
) ss
COUNTY OF ____________)

The foregoing SNDA Assignment and Assumption Agreement was acknowledged before me on this ______ day of ________________, 20___ by ________________________________ as ____________________________________of the __________________________________.

WITNESS my hand and official seal.

By_____________________________
Notary Public

My commission expires on ______________________.

STATE OF COLORADO)
) ss
COUNTY OF _____________)

The foregoing SNDA Assignment and Assumption Agreement was acknowledged before me on this ______ day of _________________, 20___ by __________________________________.

WITNESS my hand and official seal.

By_____________________________
Notary Public

My commission expires on ______________________.

CONSENT AND RELEASE

The Arapahoe County Public Airport Authority hereby (a) consents to the foregoing assignment, acceptance and assumption of the SNDA Agreement between Assignor and Assignee, and (b) releases Assignor from any and all obligations under the SNDA Agreement arising from and after the Effective Date of this SNDA Assignment and Assumption Agreement .

ARAPAHOE COUNTY PUBLIC
AIRPORT AUTHORITY

By ________________________________
Chair

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing SNDA Assignment and Assumption Agreement was acknowledged before me on this ______ day of ________________, 2026 by ___________________________as Chair of the Arapahoe County Public Airport Authority.

WITNESS my hand and official seal.

By___________________________
Notary Public

My commission expires on _____________________.

Exhibit I

Subordination, Non-Disturbance and Attornment Agreement
Dated
February 10, 2000

REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND RECORD OF ACTION

August 13, 2026

FROM: Luke Skaflen, Sr. Business Support Specialist – Administration

SUBJECT: Consent to Assignment of Sublease between Hangar RE Holdings, LLC and Catholic Health Initiatives Colorado, a Colorado nonprofit corporation, located at 7735 S. Peoria Street, and other associated documents.

RECOMMENDATION: Motion to rescind the previously approved documents with CommonSpirit Health, and approve:

- The Consent to Assignment of Sublease,
- the Assignment and Assumption of Subordination Non-Disturbance and Attornment Agreement, and
- Estoppel Certificate

between Hangar RE Holdings, LLC, and Catholic Health Initiatives Colorado, a Colorado nonprofit corporation and authorize the Chair and Clerk to sign.

BACKGROUND: At the June 17th Board Meeting, the Board consented to the assignment of sublease between HangarRE Holdings, LLC and CommonSpirit Health. A month later, the Buyers have requested changes to the documents previously approved.

The revised documents, including the corrected buyer's name, are attached. A redline version is Exhibit A. Staff has requested a phone call with the buyer and buyer's counsel to discuss the changes, but material changes are not expected.

Hangar RE Holdings, LLC (the "Assignor") and Catholic Health Initiatives Colorado, a Colorado nonprofit corporation (the "Assignee") have requested the Authority's consent to the form of assignment of a sublease located at 7735 S. Peoria Street (a/k/a Gold 3).

Catholic Health Initiatives Colorado, a Colorado nonprofit corporation will be using the office and hangar space for its operations.

The lessee, Denver Jet Center, has provided its consent to the assignment.

The Consent to the Assignment of Sublease (attached as Exhibit A), the Assignment and Assumption of Subordination, Non-Disturbance, and Attornment Agreement (Attached as Exhibit B), and the Estoppel Certificate (attached as Exhibit C) all follow the usual form.

FINANCIAL DATA: NA

REVIEW BY OTHERS: Stacey Davenport

PRESENTERS: Luke Skaflen

Action of the Board of Commissioners

	1st	2nd	YES	NO	ABS
Bagnato	O	O	O	O	O
Baker	O	O	O	O	O
Beatty	O	O	O	O	O
Campbell	O	O	O	O	O
Summey	O	O	O	O	O