



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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Phoenix-Mesa Gateway Airport Authority and to the public that the Phoenix-Mesa Gateway Airport Authority will hold a meeting open to the public on **Tuesday, August 20, 2024 beginning at 9:00 a.m.** in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by audioconference. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03 (A)(3)&(4).

The agenda for the meeting is as follows:

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

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

2. Roll Call (Mayor Julia Wheatley, Chair)

3. Pledge of Allegiance

4. Call to the Public

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

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

6. Airfield Infrastructure Construction Projects Update – Bob Draper, Director of Engineering and Facilities

7. Consent Agenda

a) Minutes of the Board Meeting held on **June 18, 2024**.

b) Resolution No. 24-30 – Approving an Authorization of Services for Construction Services with **KEAR Civil Corporation (KEAR)**, for the Baggage Claim 2 Canopy Project, in an amount not to exceed \$161,589.50, under CIP 1267.

c) Resolution No. 24-31 – Authorizing a Construction Contract with **RCI Property Enterprises, LLC, (RCI)** for Construction Services for the New Airport Entrance Monument Signage Project, in an amount not to exceed \$916,669.46, under CIP 1268.

d) Resolution No. 24-32 – Authorizing a Construction Manager at Risk (CMAR) Construction Services Contract, with **Pulice Construction, Inc.**, for the Runway 12R-30L Phase 1 Reconstruction Project in an amount not to exceed \$18,595,906.00 under CIP 1072 subject to grant funding.

e) Resolution No. 24-33 – Approving an Authorization of Services to provide Construction Administration Services with **Kimley-Horn & Associates (Kimley-Horn)** for the Runway 12R-30L

Reconstruction Project in an amount not to exceed \$747,486.83 under CIP 1072 subject to grant funding.

- f) **Resolution No. 24-34** – Authorizing the procurement of Desktop Computers and Laptops from **Dell Marketing, L.P. (Dell)** in an amount not to exceed \$112,234.00.
- g) **Resolution No. 24-35** – Authorizing the purchase of one new wheel loader from **Earhart Tractor and Equipment Company (Earhart)**, a division of Bingham Equipment, in an amount not to exceed \$217,678.77.
- h) **Resolution No. 24-36** – Authorizing the termination of the **SkyB Lot 118-A** Development Lease and to concurrently return **Lot 118-A** to the Master Lease Agreement.
- i) **Resolution No. 24-37** – Authorizing the Adjustment Amendment to the Master Lease with **Mesa SkyBridge, LLC** to remove SkyBridge Blvd., International Way and Peak Air Circle from the Lease and the Rentable Premises of the Property.
- j) **Resolution No. 24-38** – Approving an Authorization of Services with **Nesbitt Contracting Company, Inc. (Nesbitt)** for the Rehabilitation of Taxiway Whiskey in an amount not to exceed \$1,937,899.89 under CIP 744.
- k) **Resolution No. 24-39** – Approving an Authorization of Services with Kimley-Horn & Associates (Kimley-Horn) for Construction Administration Services for the Taxiway W Rehabilitation Project, in an amount not-to-exceed \$122,869.18 under CIP 744.
- l) **Resolution No. 24-40** – Authorizing the Executive Director/CEO and/or delegate to negotiate and for the Executive Director/CEO to execute final contracts for the Airport's Common Use Passenger Processing System (CUPPS) with **Amadeus Airport IT Americas, Inc. (Amadeus)** for equipment, installation, and support and maintenance in an amount not to exceed \$1,500,000.
- m) **Resolution No. 24-41** – Authorizing the purchase of airfield asphalt repair services with **Sunland Asphalt of Arizona, Inc. (Sunland)** for an amount not to exceed \$135,000.
- n) **Resolution No. 24-42** – Authorizing the purchase of airfield asphalt repair services with **Hi-Lite Airfield Services, LLC (Hi-Lite)** for an amount not to exceed \$130,000.
- o) **Resolution No. 24-43** – Authorizing the purchase of landside asphalt repair services with **Sunland Asphalt of Arizona, Inc. (Sunland)** for an amount not to exceed \$121,500.
- p) **Resolution No. 24-44** – Approving the amended and restated Phoenix-Mesa Gateway Airport Authority **Personnel Rules**.
- q) **Resolution No. 24-45** – Authorizing the extinguishment of the approximately 52.6-acre perpetual easement encumbering the northeast corner of **Ellsworth Road and Pecos Road**, subject to the

issuance of an Instrument of Release from the **FAA** and in exchange, acquisition of the fee title to an approximately 19.6-acre parcel.

Consideration and Possible Approval of:

8. **Resolution No. 24-46** – Authorizing a Third Amendment to the Terminal Concession Lease Agreement with **Paradies Lagardère@AZA, LLC** to extend the initial Term of the Agreement by an additional five (5) years, from TEN (10) to FIFTEEN (15) years.
9. **Resolution No. 24-47** – Authorizing a Third Amendment to the Terminal Concession Lease Agreement with **Kind Hospitality Inc.** to extend the initial Term of the Agreement by an additional five (5) years, from TEN (10) to FIFTEEN (15) years.
10. **Resolution No. 24-48** – Authorizing a Third Amendment to the Restaurant and Catering Concession Lease Agreement with **Kind Hospitality Inc.** to extend the initial Term of the Agreement by an additional ten (10) years.
11. **Resolution No. 24-49** – Authorizing an agreement for FBO Consulting Services with **Airside FBO, LLC** and **BA Group Consulting, LLC** (“Airside FBO/BA Group”) in an amount not to exceed \$83,500.

12. Board Member Comments/Announcements

13. Next Meeting: Tuesday, September 17, 2024 at 9:00 a.m.

14. Adjournment

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



- Gateway Airport Reports Record Passenger Activity in Both May and June 2024
- Queen Creek Mayor Julia Wheatley Elected PMGAA Board Chairwoman
- U.S. Forest Service – Mesa Tanker Base Remains Busy this Fire Season
- Old Air Traffic Control Tower Removed from Airfield
- SkyBridge Arizona Completes Two 250,000 Sq. Ft. Industrial Buildings
- PMGAA Planning Several Important Airfield Projects for 2024 - 2026

Executive Director's Report

August 2024



Virgin Galactic Completes New Spaceship Manufacturing Facility at Gateway Airport

Financial Snapshot

OPERATING INCOME	(Preliminary) June		Month Variance	FYTD Comparison		FYTD Variance
	2023	2024		FY23	FY24	
Revenues	\$2,422,091	\$2,799,114	\$377,023	\$29,581,494	\$31,399,432	\$1,817,938
Less Expenses	\$2,489,015	\$2,909,508	\$420,493	\$25,690,223	\$27,273,700	\$1,583,477
Operating Income <i>(Before Depreciation)</i>	(\$66,924)	(\$110,394)	(\$43,470)	\$3,891,271	\$4,125,732	\$234,461

Investment Fund Balances: As of June, the Local Governmental Investment Pool (LGIP) 700 = \$6,478,464; Wells Fargo; Collateralized Money Market = \$9,675,332 and Commercial/Paper Brokered CD's = \$51,940,465; Total \$68,094,261. PMGAA invests in fixed rate instruments.

Finance and Accounting

Phoenix-Mesa Gateway Airport Authority (PMGAA, Authority) reported a preliminary net operating loss of \$110,394 for the month of June 2024, compared to a loss of \$66,924 in June last year. Aeronautical revenues increased by 18% compared to June 2023, including a 55% increase in fuel sales. Non-aeronautical revenues increased by 11% in June 2024, led by a 17% increase in parking revenues due to increased parking volume.

Fiscal Year End 2024 (FYE24) preliminary operating results are \$4,125,732, an increase of 6% over FYE23 and Phoenix-Mesa Gateway Airport's (Airport, Gateway Airport) third best year for net operating income.

Preliminary operating expenditures for June 2024 increased by 17% and totaled \$2,909,508. The increase is attributed to an increase in cost of goods sold (aviation fuel), increased personnel costs (three payrolls in the month), and an increase in contractual services.

Preliminary FYE24 operating expenditures are 6% above FYE23, and 3% under FY24 PMGAA Budget.

Active/Pending Solicitations

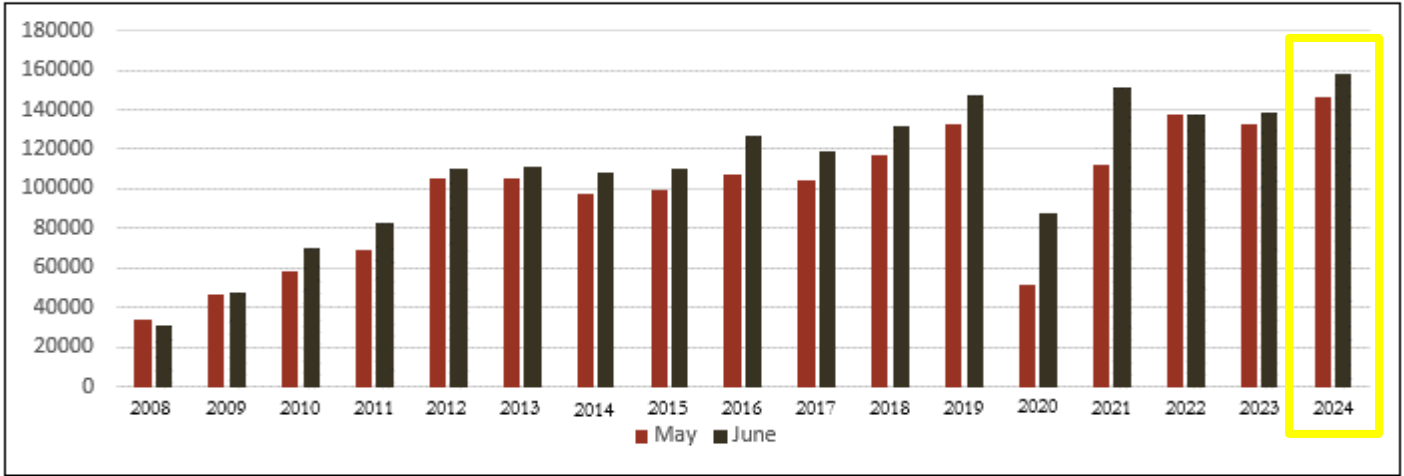
TYPE OF SOLICITATION	Number	Title	Anticipated Contract Award
Request for Qualifications	2024-006-RFQ	FBO Consulting Services	August 2024
Request for Proposals	2024-015-RFP	Airport Common Use System	August 2024
Invitation for Bid	2024-018-IFB	New Airport Entrance Monument	August 2024
Request for Qualifications	2025-001-RFQ	CMAR for Baggage Make-up	October 2024

Future Solicitations

TYPE OF SOLICITATION	Number	Title	Scheduled for Release
Request for Proposals	2025-002-RFP	7,000 Gallon Aircraft Refueler	August 2024
Request for Qualifications	2025-003-RFQ	South Ramp Aeronautical Development	September 2024

Airport Operations

Gateway Airport Reports Record Passenger Activity in Both May and June 2024



More and more greater Phoenix residents and sun-seeking visitors are discovering the ease, convenience, and value of using Gateway Airport when they travel. The Airport set new passenger activity records in both May and June this year.

In May, the Airport welcomed 146,384 total passengers, a more than 10% increase over last May. In June, 158,512 total passengers passed through the Airport, an almost 15% increase compared to June 2023.

Gateway Airport had its second-best year ever in FY24, with 1,839,977 total passengers using the Airport during the 12-month reporting period.

PASSENGER COUNTS		June		% Change	FYTD		% Change
		2023	2024		FY23	FY24	
Passengers	TOTAL	138,363	158,512	15%	1,917,911	1,839,977	-4%
	Deplaned	66,711	75,146	13%	959,674	917,822	-4%
	Enplaned	71,652	83,366	16%	958,237	922,155	-4%
Allegiant	Scheduled	138,152	158,377	15%	1,796,807	1,802,251	0%
Swoop	Scheduled	0	0	0%	44,778	0	-100%
Sun Country	Scheduled	211	135	-36%	33,039	37,726	14%
WestJet	Scheduled	0	0	0%	11,372	0	-100%
Flair	Scheduled	0	0	0%	31,521	0	-100%
Swift	Charter	0	0	0%	394	0	-100%

OPERATIONS	June		% Change	FYTD		% Change
	2023	2024		FY23	FY24	
Air Carrier	818	1,349	65%	11,965	13,098	9%
Military	231	167	-28%	3,559	2,976	-16%
General Aviation	21,094	25,061	19%	231,857	284,222	23%
TOTAL	22,143	26,577	20%	247,381	300,296	21%

U.S. Forest Service – Mesa Tanker Base Remains Busy this Fire Season

Extremely dry conditions have kept the brave men and women of the U.S. Forest Service very busy this summer protecting Arizonans and their property from dangerous and destructive wildfires. The team at Gateway Airport is proud to play a small role in their heroic efforts, providing fuel for their firefighting apparatus and other support services on the ground.



PMGAA would like to acknowledge the dedication of the U.S. Forest Service and their contract partners and thank them for keeping Arizona safe. **THANK YOU!**

Community Noise Report

CALLERS	June		FYTD	
	2023	2024	FY23	FY24
Total	5	8	141	194

AIRCRAFT TYPE	June		FYTD	
	2023	2024	FY23	FY24
	Callers	Callers	Callers	Callers
Commercial	2	3	80	84
GA Total	3	5	36	52
Helicopter	0	0	0	25
Military	0	0	25	33
Total	5	8	141	194

PMGAA received communications from a total of eight individuals regarding aircraft noise issues during the month of June 2024, compared to five individuals last June.

LOCATION	June		FYTD	
	2023	2024	FY23	FY24
Mesa	2	4	62	72
Gilbert	2	3	53	60
Gold Canyon	0	0	2	1
Queen Creek	1	0	18	41
Queen Valley	0	0	2	8
Apache Junction	0	0	4	0
San Tan Valley	0	0	0	1
Chandler	0	0	0	1
Florence	0	1	0	3
Goodyear	0	0	0	2
Phoenix	0	0	0	2
Tempe	0	0	0	3
TOTAL	5	8	141	194

Gateway Aviation Services



Fueling and servicing aircraft during the hot summer months is physically and mentally challenging. PMGAA would like to recognize the hard-working men and women on the Gateway Aviation Service Team. You’re the Best!

PMGAA pumped approximately 1.61MM gallons of aviation fuel during the month of June 2024, a 23% increase to the 1.32MM gallons dispensed last June.

FUEL (Gallons)	June			FYTD		
	2023	2024	% Change	FY23	FY24	% Change
AvGas	35,762	45,135	26%	470,399	468,793	-1%
Retail Jet A	56,717	66,936	18%	788,319	789,133	0%
Contract	322,883	385,544	19%	3,496,979	3,555,672	2%
Commercial	895,442	1,114,940	25%	11,948,340	12,587,756	5%
Cargo	4,504	2,415	-46%	1,088,936	265,610	-76%
TOTAL	1,315,308	1,614,970	23%	17,792,973	17,663,964	-1%

Business Development

SkyBridge Arizona Completes Two 250,000 Sq. Ft. Industrial Buildings



SkyBridge Arizona 250,000 Sq. Ft. Building Exterior



SkyBridge Arizona 250,000 Sq. Ft. Building Interior

SkyBridge Arizona (SkyBridge) is a 360-acre master development project offering both aeronautical and non-aeronautical private development opportunities. To date, SkyBridge has constructed a 53,000 sq. ft. industrial building, an 82,500 sq. ft. hangar, and various roadways and utility infrastructure across the site. SkyBridge has now completed two large 250,000 sq. ft. flex industrial buildings and is marketing them as both single user and multi-tenant facilities. The two large buildings have dramatically changed the landscape at the south end of the Airport.

Virgin Galactic Completes New Spaceship Manufacturing Facility at Gateway Airport



Space tourism pioneer, Virgin Galactic, has received Certificates of Occupancy (COs) from the City of Mesa for their two large facilities located on the north end of the Airport – a 36,000 sq. ft. hangar that will be home to the “mothership”, Eve, and a 115,200 sq. ft. final assembly facility where they will begin assembling Delta spaceships in Q1 2025.

PMGAA would like to welcome Virgin Galactic to the Gateway Airport family!

Community and Government Relations

Queen Creek Mayor Julia Wheatley Elected PMGAA Board Chairwoman

Each June, the Mayors or elected officials assigned to the PMGAA Board of Directors from the five Member Communities – Mesa, Gila River Indian Community, Gilbert, Queen Creek, and Apache Junction – elect a Chair and other leadership positions from amongst themselves to serve the Board during the Authority's next fiscal year. **For FY25, Queen Creek Mayor Julia Wheatley is the PMGAA Board Chairwoman, Gila River Indian Community Lt. Governor Regina Antone is Vice Chair, Mesa Mayor John Giles is Secretary, and Gilbert Mayor Brigitte Peterson is Treasurer.**



PMGAA staff greatly appreciates the leadership, guidance, and support received from the PMGAA Board and Gateway Senior Staff.

Engineering and Planning

Old Air Traffic Control Tower Removed from Airfield



The old air traffic control tower, constructed in 1970 as part of a multi-tower military base air traffic control system, has been removed from Gateway Airport's airfield. The tower was too short, its cab too small, and the aging facility was extremely expensive to maintain.

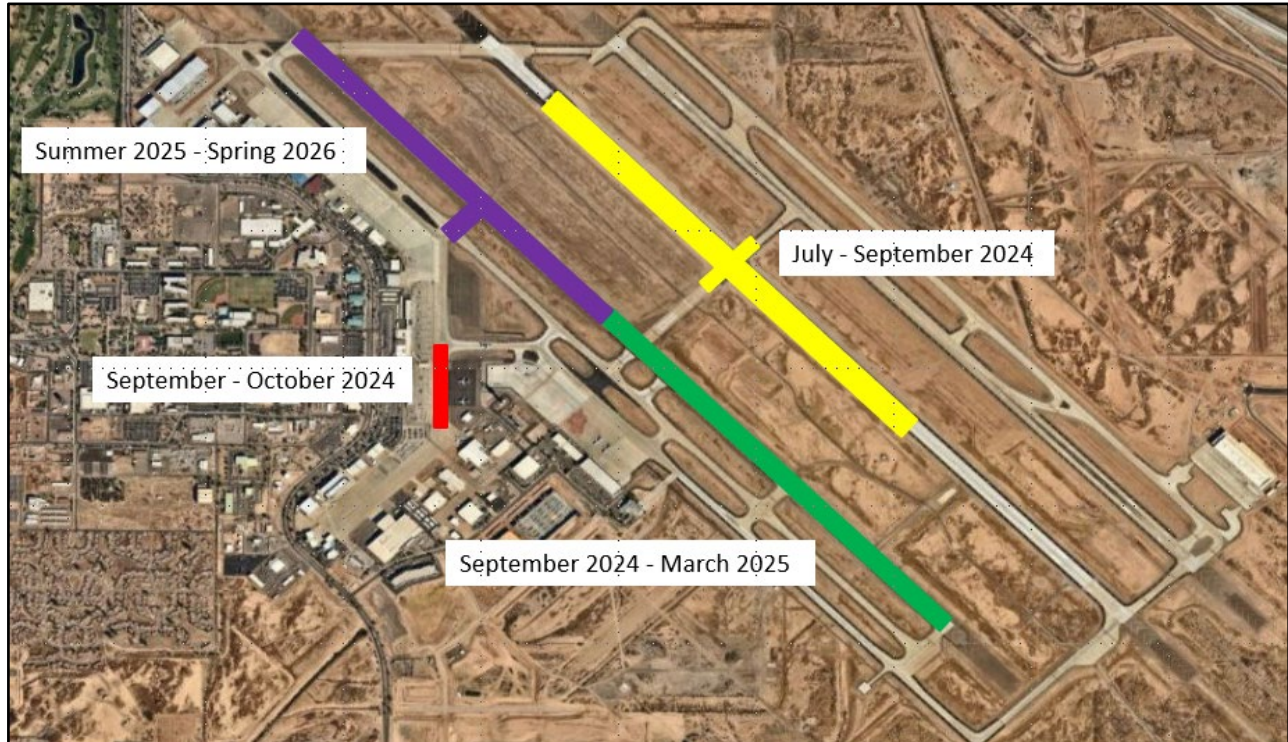
PMGAA would like to thank its valued partners at the Federal Aviation Administration for their continued strong financial and operational support of Gateway Airport. PMGAA could not maintain and improve the Airport's facilities and infrastructure without federal grant funding for projects.

PMGAA Planning Several Important Airfield Projects for 2024 - 2026

Three 10,000-ft. runways are impressive airfield infrastructure for an airport that welcomes approximately two-million total passengers each year. Maintaining Gateway Airport's airfield can be both challenging and expensive.

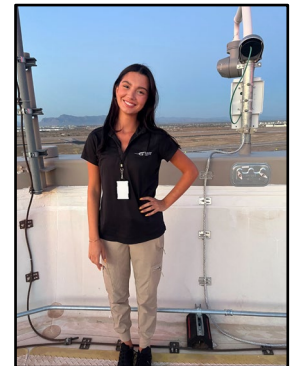
During the next two years, PMGAA will complete several important airfield improvement projects designed to ensure that the runways and taxiways at Gateway Airport remain in good operational condition. This summer, the center runway, Runway 12C-30C, will have an extensive mill and overlay completed on the

center portion of the runway. In the fall, Taxiway Whiskey will be repaired in front of the commercial passenger terminal and the southern half of the Airport's inside runway, Runway 12R-30L, will undergo a substantial reconstruction of its aging concrete. Once the southern portion is completed, Gateway Airport will reconstruct the northern half of Runway 12R-30L in mid-2025 and into 2026.



PMGAA TEAM MEMBER SPOTLIGHT

Employee Name: Gabi Spiering
Employee Title: Badging Specialist
PMGAA Department: Operations, Security, and Maintenance
Years with PMGAA: 10 Months



What are your job responsibilities for PMGAA? I recently became a badging specialist! I execute a variety of administrative and clerical tasks, making sure everyone who comes through our doors is properly vetted and credentialed. I help maintain TSA databases and am currently in the process of learning fuel handling permits, but I'll be assisting in the execution of those as well!

What is your most memorable Gateway Airport moment Although I have many memorable Gateway moments, one of my most loved would have to be seeing the exact plane my dad used to fly almost 25 years ago! It was a C5 Galaxy that he flew out of Travis Air Force Base while my mom was still pregnant with me. He even remembered the tail number!

What is something people may not know about you I am a retired Air Force brat! Because of this, I have lived in eight different places including Europe for three years. This instilled a love for traveling (and airplanes) from a very young age.

**MINUTES OF THE PUBLIC MEETING OF THE
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS | June 18, 2024**

A public meeting of the Phoenix-Mesa Gateway Airport Authority (PMGAA, Authority) was convened on Tuesday, June 18, 2024, beginning at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona.

Members Present

Mayor Chip Wilson, Apache Junction
Lt. Governor Regina Antone, Gila River Indian
Community
Mayor Julia Wheatley, Queen Creek
Mayor John Giles, Mesa
Mayor Brigitte Peterson, Gilbert
Councilmember Jim Waring, Phoenix*

** Neither present nor represented*

Airport Staff Present

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

1. **Call to Order** at 9:00 a.m. (Mayor Wilson, Chair)
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Call to the Public**
There were no public comments.
5. **City of Phoenix Remarks** – Chad Makovsky, Aviation Director, Phoenix Sky Harbor Airport

June 18, 2024 marks the final PMGAA Board meeting for the City of Phoenix as a member community of the Phoenix-Mesa Gateway Airport Authority. On behalf of the City of Phoenix and the Aviation Department, Director Makovsky expressed his sincere appreciation for the collaboration with PMGAA over the last 18 years and presented a token of appreciation to Director O’Neill.

Mayor Giles commented on the City of Phoenix’s departure from PMGAA. The Authority appreciates and values the 18-year partnership with the City of Phoenix that brought resources and aviation experience to the Authority. A framed photograph of Phoenix-Mesa Gateway Airport was presented to Director Makovsky as a token of remembrance for the City of Phoenix’s time on the Authority.

6. **Executive Director’s Report** – J. Brian O’Neill, A.A.E., Executive Director/CEO
Executive Director O’Neill provided a briefing on PMGAA’s financial performance, passenger activity, the community noise report, and various Airport projects.
 - Fiscal Year-to-Date 2024 (FYTD) Net Operating Income is \$4,236,125.
 - Phoenix-Mesa Gateway Airport (Airport, Gateway Airport) welcomed 146,384 commercial passengers in May 2024. This is a new May record!
 - Gateway Airport is experiencing an increase in FY24 non-airline revenue – parking, rental cars, food, beverage, and retail. May 2024 non-airline revenue is \$720,825 compared to \$650,890 in

May 2023. FYTD24 non-airline revenue is \$8,034,242 compared to \$7,830,178 during the same time period in FYTD23.

- Gateway Tomorrow Executive Summary for the Eastside Terminal Planning Study is available for distribution to key stakeholders and member communities. It is an informative summary of what to expect over the next 10, 15, 20, 30-year planning horizon. The purpose of the Study was to identify the important elements that must be included in a future, demand-driven commercial passenger terminal complex located on the east side of the Airport.
- U.S. Forest Service's wildfire season in AZ started slow, but in May and June, the Forest Service has been extremely active.
- Gateway Senior Staff recently toured the Virgin Galactic Hangar and Manufacturing Facility, the Gulfstream West Coast Service Center, and the two industrial building in SkyBridge Arizona. A similar tour will be scheduled for the PMGA Board of Directors later this summer.
- Virgin Galactic intends to house "the mothership" in a 58,000 sq. ft. hangar and assemble up to six spaceships each year in a 125,000 sq. ft. manufacturing facility. The spaceships will be transported to New Mexico by the mothership for their space tourism launch activities. The two-building complex is scheduled to be operational in the summer of 2024.
- Gulfstream Aerospace is completing the construction of a 225,000 sq. ft. West Coast Service Center on the east side of the airfield adjacent to Ellsworth Road. This state-of-the-art facility is scheduled to be operational in the summer of 2024. Landscaping is going in at the front of the facility and the framework for the hangar doors is being completed.
- SkyBridge Arizona has completed the construction of two 250,000 sq. ft. flex industrial buildings designed to accommodate single and multi-tenant users. They are working with SRP to ensure enough power to energize both buildings. Tenant inquiries are being fielded for one or both of these facilities.
- The horizontal infrastructure is going in and the roadways are being laid out in the Gateway East Master Development project. The first tenant in this development is XNRGY Climate Systems. Since their ground-breaking event on April 16th, the walls have gone vertical on their 275,000 sq. ft. facility.
- Gateway Commerce Center III is being developed along the southeast corner of Sossaman Road and Velocity Way. This project is two industrial buildings totaling just less than 100,000 sq. ft. The appearance will be more of an office building than an industrial building. This project is currently undergoing a planning review with the City of Mesa and anticipates breaking ground in August.
- PMGAA is updating the front entrance to the Airport at the intersection of Ray and Sossaman Roads. The monument design is complete. A contractor will be selected in July.
- For the next several years, PMGAA's construction focus will shift to three airfield improvement projects – a mill and overlay of Runway 30C-12C, reconstruction of Runway 30L-12R, and reconstruction of a portion of Taxiway Whiskey. The timeframe for the Center Runway 12C-30C mill and overlay project is June through August 2024. The runway will be closed while the mill and overlay takes place. The Airport has two other 10,000-foot runways and will maintain normal operations during the project. Thanks to continued support from the FAA, the reconstruction of Runway 12R-30L has been consolidated into two years. Phase I, will begin in September 2024. This important infrastructure project totals approximately \$45MM.
- Ten airport-owned buildings have reached the end of their useful life. Due to their age and deteriorated condition, they are being taken down this summer.

- An RFP will be issued to find a developer to re-develop a ten-acre aeronautical site cleared by the demolition of some of the outdated buildings.

7. Consent Agenda

- a) **Minutes** of the Board Meeting held on **May 21, 2024**.
- b) **Resolution No. 24-23** – Authorizing an agreement for financial participation between the **City of Mesa** and Phoenix-Mesa Gateway Airport Authority to share state and federal lobbyist and consulting services for FY25 effective July 1, 2024, in an amount not to exceed \$115,000.
- c) **Resolution No. 24-24** – Authorizing the purchase of janitorial supplies from **Network Services Company** in partnership with **Waxie Sanitary Supply** for FY25, in an amount not to exceed \$138,000.
- d) **Resolution No. 24-25** – Authorizing the purchase of Jet A fuel and 100LL Avgas from **Ascent Aviation** for Airport Authority resale in the amount of \$4,968,000.
- e) **Resolution No. 24-26** – Authorizing the purchase of Unleaded and Diesel fuel from the lowest-priced **State contract vendor** at market prices for Airport Authority use and resale in an amount not to exceed of \$633,651. This amount will provide fuel for the 2025 fiscal year.
- f) **Resolution No. 24-27** – Authorizing the purchase of services with **U.S. Customs & Border Protection (USCBP)** for the fiscal year of 2024 with costs estimated to be approximately \$312,550.

Mayor Julia Wheatley moved to approve the Consent Agenda.
Mayor Brigitte Peterson seconded the motion.
The motion was carried unanimously.

Consideration and Approval of:

8. **Resolution No. 24-28** – Authorizing an Intergovernmental Agreement (IGA) with the **City of Mesa** for Aircraft Rescue and Firefighting (ARFF) Maintenance Services, effective July 1, 2024, through June 30, 2027, with costs estimated to be approximately \$120,000.

Mayor Brigitte Peterson moved to approve Resolution No. 24-28.
Mayor Julia Wheatley seconded the motion.
The motion was carried unanimously.

9. **Resolution No. 24-29** – Authorizing the Intergovernmental Agreement (IGA) with the **City of Mesa** for Dedicated Law Enforcement Services (LEO), for five years effective July 1, 2024 in an amount not to exceed \$4,629,451.

Mayor Brigitte Peterson moved to approve Resolution No. 24-29.
Mayor Julia Wheatley seconded the motion.
The motion was carried unanimously.

10. Election of Chair and Vice Chair

Mayor Brigitte Peterson motioned to nominate **Mayor Julia Wheatley** to become **Chair** and **Lt. Governor Regina Antone** to become **Vice Chair**.
Mayor John Giles seconded the motion.
The motion was carried unanimously.

11. Election of Secretary and Treasurer

Lt. Governor Regina Antone motioned to nominate **Mayor John Giles** to become **Secretary** and **Mayor Brigitte Peterson** to become **Treasurer**.
Mayor Julia Wheatley seconded the motion.
The motion was carried unanimously.

12. Board Member Comments/Announcements.

Executive Director O'Neill conveyed appreciation on behalf of the Authority for Mayor Wilson's outstanding vision and leadership as PMGAA's Chairman of the Board of Directors during FY24.

13. Next Meeting: Tuesday, August 20, 2024 at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by audioconference.

14. Adjournment.

The meeting adjourned at 9:35 a.m.

Dated this ____ day of _____ 20__.

Misty Johnson, Clerk of the Board



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

Board Action Item

Re: Resolution 24-30

To: Board of Directors
From: Bob Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Baggage Claim 2 Canopy Project Construction Services – KEAR Civil Corporation – CIP 1267
Date: August 20, 2024

Proposed Motion

To approve an Authorization of Services for Construction Services with KEAR Civil Corporation (KEAR), for the Baggage Claim 2 Canopy Project, in an amount not to exceed \$161,589.50, under CIP 1267.

Narrative

Due to the tremendous growth in passenger flight activity over the past few years, a number of improvements have been completed to increase the capacity of our baggage claim handling systems. With these improvements in place, it has been determined that we need to construct a shade canopy over the Baggage Claim 2 area in order to protect our equipment from the intense sun, and to provide a safer work environment for the contracted employees who are moving baggage from the carts to the baggage belts.

KEAR will perform and provide Construction Services for the Baggage Claim 2 Canopy Project. This project will include a new 24'-6" x 72'-4" steel shade structure covering the easterly conveyor belt, along with an electrical component to provide adequate lighting under the canopy.

The Phoenix-Mesa Gateway Airport Authority (PMGAA) is a member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) which allows the Airport to utilize existing contracts entered into by other S.A.V.E. members. The City of Flagstaff executed contract (#TER-2021-070-AG1) with KEAR Civil Corporation (KEAR) for Job Order Contracting Services. Due to this alliance, PMGAA and KEAR will utilize the terms and conditions of the City of Flagstaff contract #TER-2021-070-AG1, including pricing that was competitively bid. This contract is available upon request.

Fiscal Impact

This project is included in the FY25 Capital Budget, utilizing PMGAA non-grant funding under CIP 1267.

Attachment: Authorization of Services



RESOLUTION NO. 24-30

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

WHEREAS the Authority desires to approve an Authorization of Services for Construction Services with KEAR Civil Corporation (KEAR), for the Baggage Claim 2 Canopy Project, in an amount not to exceed \$161,589.50, under CIP 1267;

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

The Board of Directors of the Authority hereby approves an Authorization of Services for Construction Services with KEAR Civil Corporation (KEAR), for the Baggage Claim 2 Canopy Project, in an amount not to exceed \$161,589.50, under CIP 1267. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



AUTHORIZATION OF SERVICES
KEAR, AOS 20240250 25-01

The signing of this Authorization (Agreement) by Phoenix-Mesa Gateway Airport Authority (PMGAA) and KEAR Civil Corporation, 22555 N. 20th Avenue, Phoenix, AZ 85024 (“KEAR”), authorizes KEAR to carry-out and complete the services described below in consideration of the mutual covenants set forth below:


1. **PROJECT:** Baggage Claim 2 Canopy Project - CIP 1267.
2. **SCOPE OF WORK:** Perform and provide Construction Services for the Baggage Claim 2 Canopy Project. This project will include a new 24’-6” x 72’-4” steel shade structure covering the easterly conveyor belt, along with an electrical component to provide adequate lighting under the canopy.
3. **FEE FOR SERVICES:** The fee for services shall be based upon the attached scope of work, not to exceed One hundred sixty-one thousand, five hundred eighty-nine dollars and fifty cents (\$161,589.50), with PMGAA non-grant funding under CIP 1267, without the express written approval of PMGAA.
4. **AVAILABILITY OF PROJECT FUNDING:** The approval and continuation of this Agreement is subject to the availability of funds provided to, made available to, or appropriated by PMGAA for this purpose. In the event that funds are not available or appropriated for PMGAA’s payment requirements under this Agreement for the goods and/or services to be provided hereunder, PMGAA may terminate this Agreement by providing notice to KEAR of the lack of the availability of funds. If PMGAA terminates this Agreement due to lack of funding availability, PMGAA agrees to reimburse KEAR for work that has been authorized by PMGAA, completed, and in compliance with the Construction Proposal, prior to PMGAA’s termination notice under this clause. KEAR acknowledges and agrees that the source of funding for this Agreement is PMGAA funds made available and that this Agreement, its approval, and continuation, may be contingent on the availability of those funds being made by PMGAA.
5. **INCORPORATED:** The following documents are hereby incorporated with this Authorization of Services and made part thereof:
 - PMGAA Agreement-to-Use 20240250 dated June 4, 2024.
6. **ATTACHED:** The following documents are attached to this Agreement and are incorporated herein by this reference made part thereof:
 - Construction Proposal submitted by KEAR dated July 30, 2024.

PMGAA and KEAR acknowledge that they are in agreement with the terms and conditions as set forth in this Authorization.

APPROVED FOR PMGAA:

By: _____
 Print: J. Brian O’Neill, A.A.E.
 Title: Executive Director/CEO
 Date: _____

ACCEPTED FOR KEAR Civil Corporation:

By: 
 Print: Mike Fossett
 Title: President
 Date: August 1, 2024

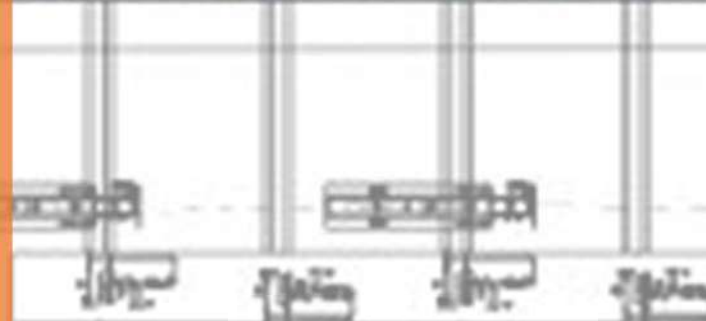
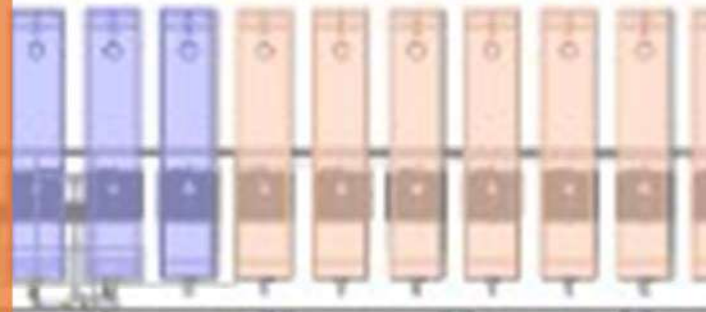
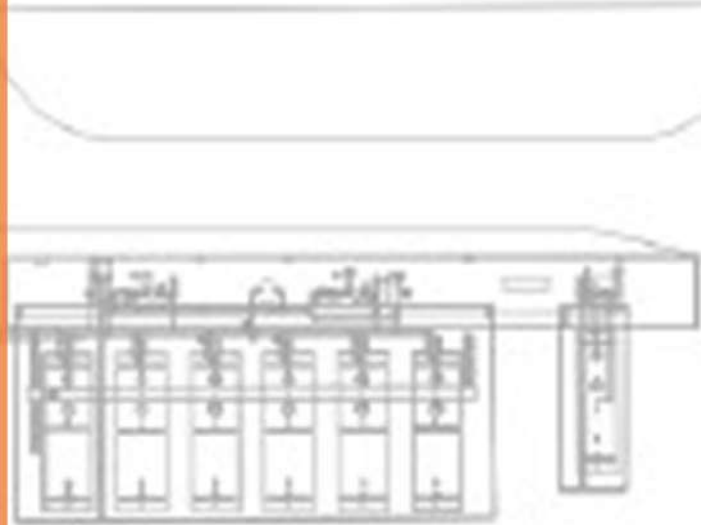


Phoenix-Mesa
Gateway
Airport

*Phoenix-Mesa Gateway Airport
East Bag Drop Canopy*

Construction Proposal

Submitted July 30,
2024



KEAR Civil Corporation
22555 N. 20th Ave
Phoenix, AZ 85027

www.kearcorp.com

AZROC: A-231544

Phoenix-Mesa Gateway East Bag Drop Canopy

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Appendix 1 – P6 Schedule

Phoenix Mesa Gateway Airport Authority (PMGAA)

Fuel Farm Enabling Construction Manager @ Risk Project

Date: July 30, 2024

1. Project Description and Scope of Work


This GMP has been assembled for the construction of 1 Baggage Drop Canopy Project at Phoenix-Mesa Gateway Airport. The project provides overhead canopy and lighting on existing foundations.

The fabrication and initial coating of the canopy structure will take place off-site. After fabrication and coating has been completed, the structure will be installed on existing foundations. KEAR Civil Corp will provide General Conditions.


The following work packages were prepared for this project:

- Canopy Fabrication, Coating and Installation Bid Package
- Electrical Bid Package

2. Proposal Summary Sheet

Project: PMGAA East Bag Drop Canopy					
Project #:					
Dwgs: 3-Jul-24					
Submitted: 7/30/2024					
					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL
GENERAL REQUIREMENTS					
1	Badging	1	EA	\$ 500	\$ 500
2	Barricades	1	EA	\$ 600	\$ 600
3					\$ -
SITE CONSTRUCTION					
4	Canopy Fab & Install - Woody's Metal Fab	1	LS	\$ 93,541	\$ 93,541
5	Electrical Package - Rural Electric	1	LS	\$ 18,838	\$ 18,838
6	KCC Support	1	LS	\$ 11,630	\$ 11,630
ALLOWANCES					
A1				\$ -	\$ -
A3					\$ -
SUBTOTAL					\$ 125,108.52
GMP SUMMARY					
A.	C.O.W. (L,M,S,E)				\$ 125,108.52
Indirect Costs				Rate	
B.	CMAR Contingency				\$ -
C.	Construction Fee			8.3%	\$ 13,350.00
D.	General Conditions				\$ 17,014.48
D1.	Payment & Performance Bond	\$ 1,632.00		1.00%	Included in D above
D2.	Insurance	\$ -		0.00%	Included in D above
E.	Sales Tax 65% of 8.3%		5.39%	5.39%	\$ 6,116.50
F. TOTAL GMP					\$ 161,589.50
G. Owner's Contingency					\$ -
H. Contract Amount					\$ 161,589.50

3. General Conditions

Project: PMGAA East Bag Drop Canopy						
Project #: 0						
Dwgs: 3-Jul-24						
Submitted: 30-Jul-24						
GENERAL CONDITIONS						
DIV	DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL	NOTES
<i>D1- Payment & Performance Bonds</i>						
1	P&P Bond Fee	1	LS	\$ 1,632.00	\$ 1,632.00	
<i>D2- Insurance</i>						
2	Insurance (.98%)	1	LS	\$ -	\$ -	
3	Bullder's Risk	1	LS	\$ -	\$ -	
<i>KCC Project Management & Staff</i>						
4	Project Manager	1	LS	\$ 2,239.60	\$ 2,239.60	
5	Project Superintendent	1	LS	\$ 9,006.36	\$ 9,006.36	
6	Project Engineer	1	LS	\$ 1,697.52	\$ 1,697.52	
7	Management Vehicles & Fuel	1	LS	\$ 1,439.00	\$ 1,439.00	
<i>Safety</i>						
8	Safety Equipment & PPE	1	LS	\$ 800.00	\$ 800.00	
9	Safety Supplies	1	LS	\$ 200.00	\$ 200.00	
General Condition Totals:					\$ 17,014.48	

4. Plans and Specifications

While creating this proposal the following documents were provided by PMGAA and referenced:

1. Project Plan Set -Final Plans - Olsson Dated July 3, 2024- 9 Pages

DRAWINGS

SHEET NUMBER	SHEET NAME	DATE
A1	Access Sheet	7/3/2024
C1	Cover Sheet	7/3/2024
S1	General Notes	7/3/2024
S2	Framing Plan	7/3/2024
S3	Canopy Details	7/3/2024
E1	Electrical Legend	6/28/2024
E2	Electrical Site Plan	6/28/2024
E3	Photometric Plan	6/28/2024
E4	Panel Schedule and Light Fixture Details	6/28/2024

SPECIFICATIONS – Included on plans

5. Clarifications and Assumptions

Contractual Clarifications & Assumptions

1. Builder's Risk insurance costs are not included.
2. We have included AZ TPT State tax.

Schedule Clarifications & Assumptions

1. Pricing is based on our schedule and used as the basis for calculating GC costs.

Technical Clarifications & Assumptions

The costs included in this GMP are reflective of the design based off the Project Final contract design documents referenced in Section 5.

Exclusions

- Builders Risk/All Risk
- Seismic Calculations
- Asbestos, lead and all hazardous/impacted remediation transportation and disposal
- 3rd party NACE/AMPP inspections
- Lightning protection system, including counterpoise system and Fire alarm system.
- Coring and imaging.
- Lighting controls.
- Special wage requirements.
- Premium time and/or shift differentials.
- Testing of existing foundations

Clarifications

- Laydown and office use at Fuel Farm

6. Project Schedule Narrative

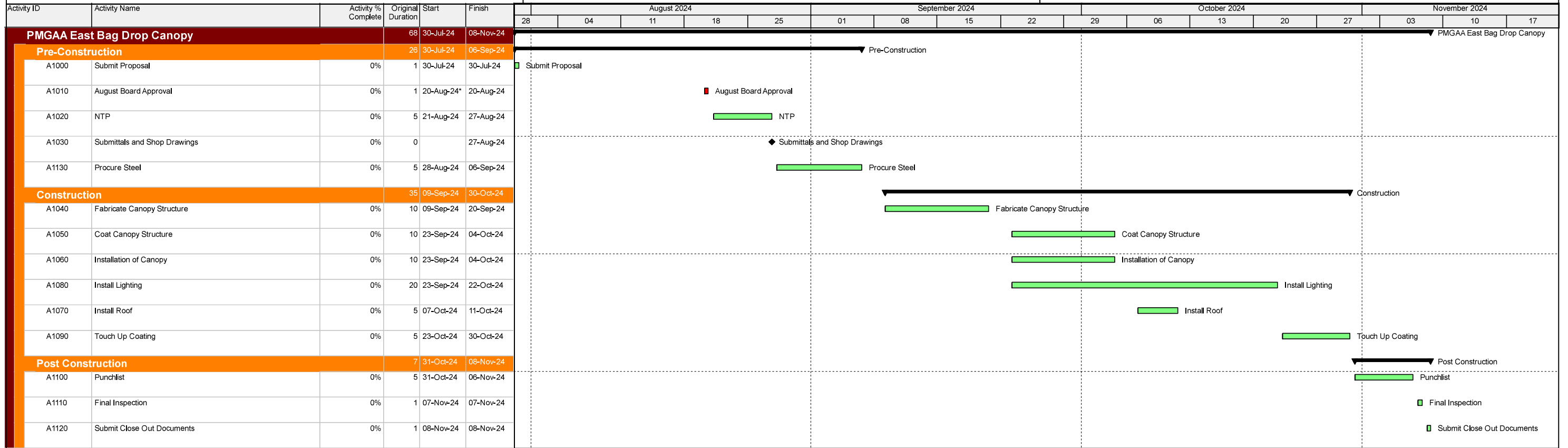
KEAR has completed the Project Final Design CPM schedule which is attached as Appendix 2 to this report. This schedule outlines the preconstruction, submittal/procurement, construction and closeout phases of the project. The schedule is based on the final design. KEAR will use Primavera P6 scheduling software to manage the schedule. Monthly updates to the schedule will be made available throughout the project life cycle.

Key Milestones in the CPM Schedule

- August PMGAA Board of Directors Approval – August 20, 2024
- NTP – August 27, 2024
- Fabricate and Coat Steel - May 31, 2023
- Deliver Canopies – September 23, 2024
- Onsite Erection and Roof – October 11, 2024
- Electrical Onsite – October 22, 2024
- Beneficial Use – October 30, 2024



Phoenix Mesa Gateway Airport
East Bag Drop Canopy 85212



- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◆ Milestone
- Summary

TASK filter: All Activities
Data Date: 30-Jul-24
Print Date: 30-Jul-24



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

Board Action Item

Re: Resolution 24-31

To: Board of Directors
From: Bob Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: New Airport Entrance Monument Construction Services – RCI Property Enterprises, LLC – CIP 1268
Date: August 20, 2024

Proposed Motion

To authorize a Construction Contract with RCI Property Enterprises, LLC, (RCI) for Construction Services for the New Airport Entrance Monument Signage Project, in an amount not to exceed \$916,669.46, under CIP 1268.

Narrative

Due to the continued growth and evolution of the Phoenix-Mesa Gateway Airport (PMGA), staff has determined that a New Airport Entrance Monument, that properly reflects the modern character of the Airport, needs to be constructed.

RCI will provide construction services to create a New Airport Entrance Monument. The project will include removing the existing monument and sculptures on the east and west sides of Sossaman Road, at the intersection of Ray Road, grading, landscaping, irrigation, proper signage, lighting and electrical work, along with the construction of a Concrete Masonry Unit (CMU) wall with a steel structure.

The Invitation for Bid (IFB), Solicitation 2024-018-IFB was issued on June 11, 2024, and advertised in the Arizona Business Gazette on 6/13, 6/20, 6/27, and 7/4/24; it was also posted on the AzAA, ACI-NA, SWAAAE, and Phoenix-Mesa Gateway Airport Authority Websites. In addition, the IFB was emailed to a list of 111 prospective firms. The bid opening was held on July 18, 2024, and three (3) bids were received. After review of the bids, RCI was determined to have submitted the lowest, responsive bid.

RCI Property Enterprises, LLC	\$ 916,669.46
Builders Guild, Inc.	\$2,387,071.37
Basalt Building Group, LLC	\$1,236,080.20

Fiscal Impact

This project is included in the FY25 Capital Budget, utilizing PMGAA non-grant funding under CIP 1268.

Attachment: Construction Contract



RESOLUTION NO. 24-31

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

WHEREAS the Authority desires to authorize a Construction Contract with RCI Property Enterprises, LLC, (RCI) for Construction Services for the New Airport Entrance Monument Signage Project, in an amount not to exceed \$916,669.46, under CIP 1268;

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

The Board of Directors of the Authority hereby authorizes a Construction Contract with RCI Property Enterprises, LLC, (RCI) for Construction Services for the New Airport Entrance Monument Signage Project, in an amount not to exceed \$916,669.46, under CIP 1268. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

CONSTRUCTION CONTRACT

A. EFFECTIVE DATE:

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

B. OWNER:

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona

5835 South Sossaman Road
Mesa, AZ 85212
Phone: 480.988.7600
Fax: 480.988.7641

C. CONTRACTOR:

RCI Property Enterprises, LLC
PO Box 5588
Scottsdale, AZ 85261
540.314.5447

D. DESIGN ENGINEER:

EPS Group, Inc.
1130 N. Alma School Road, #120
Mesa, AZ 85201
480.503.2250

RESIDENT ENGINEER

Phoenix-Mesa Gateway Airport Authority
5835 South Sossaman Road
Mesa, AZ 85212
480.988.7600

E. PROJECT:

**New Airport Entry Monuments
Authority Project No. 1268**

F. WORK TO BE PERFORMED:

The intent of the *New Airport Entry Monument* project is to remove the existing monument and sculptures on the east and west sides of Sossaman Road south of Ray Road and construct new modern Airport Entry Monuments utilizing the construction documents. Project will include grading, landscaping, irrigation, and electrical work along with construction of a Concrete Masonry Unit (CMU) wall with a steel structure on the east and west sides of Sossaman Rd at the intersection of Ray Rd and Sossaman Rd.

G. RECITALS:

The Owner intends to construct the Airport Entry Monuments with CMU block, cast-in-place concrete, steel structures, desert vegetation, lighting, and other items as necessary for the full and efficient use of the project in connection with Phoenix-Mesa Gateway Airport located in Mesa, Arizona. The Owner desires to contract for certain construction services and materials, and the Contractor desires to provide construction services and materials.

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

H. AGREEMENTS:**ARTICLE 1 THE CONTRACT**

The Contract consists of (1) this Construction Contract, (2) The Bidding Requirements and Agreement Documents, (3) the General Conditions to the Construction Contract, (4) the Federal Contract Provisions, (5) Special Provisions, (6) Drawings, Technical Specifications and other documents or amendments referenced in Article 7 of the Construction Contract, and (7) any amendments or modifications to the foregoing documents, including (a) a written amendment signed by both parties, (b) a Change Order, (c) a Change Directive, (d) Supplementary Instructions, or (e) a written order for a minor change in the work (collectively the "Contract").

ARTICLE 2 THE WORK

The Contractor shall execute the entire work described in the Contract and all work reasonably inferable as necessary to produce the results intended by the Contract.

ARTICLE 3 CONTRACT TIME

3.1 The Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not Substantially Completed or Finally Completed within the times specified below.

3.2 The Contractor shall achieve Substantial Completion (as defined in Section 9.8.1 of the General Conditions of the Construction Contract and evidenced by a Certificate of Substantial

Completion) of the Base Bid (Schedule I) no later than a total of **90 Calendar Days** from the date of issuance of the Notice to Proceed.

3.3 Final Acceptance of the work shall occur not more than thirty (30) calendar days after the Substantial Completion date.

3.4 The parties acknowledge and agree that it would be extremely difficult and impracticable to ascertain the damages that the Owner would incur should the Contractor fail to achieve, (1) Substantial Completion of the work by the milestone completion date(s), or (2) Final Acceptance of the work, as specified in this Article 3. Accordingly, if the Contractor fails to achieve (1) Partial Acceptance, (2) Substantial Completion, or (3) Final Acceptance of the work as specified in this Article 3, the Contractor shall be liable for and shall pay to the Owner liquidated damages for each calendar day of delay until the Contractor achieves (1) Partial Acceptance, (2) Substantial Completion, or (3) Final Acceptance of the work as the case may be. The liquidated damages shall be as follows:

The following Liquidated Damages apply:

1. Substantial Completion of Base Bid (90 Calendar Days) – \$570 per Day

The following Liquidated Damages will also apply:

1. Final Completion within thirty (30) Calendar Days of Substantial Completion of the project – \$570 per Day

The Owner shall have the right to retain any liquidated damages from payments due Contractor.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Nine Hundred Sixteen Thousand Six Hundred Sixty-Nine Dollars and Forty-Six Cents (\$916,669.46), subject to the additions and deductions as provided in the Contract.

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

ARTICLE 5 PROGRESS PAYMENTS

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

ARTICLE 6 FINAL PAYMENT

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

ARTICLE 7 CONTRACT DOCUMENTS

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

7.1.1 The *Construction Contract*.

7.1.2 The Bidding Requirements and Agreement Documents

7.1.3 The *General Conditions* to the Construction Contract.

7.1.4 The *Special Provisions* to the Construction Contract.

7.1.5 The Federal Contract Provisions.

7.1.6 Plans, Specifications and Addenda attached.

7.1.7 Bid Documents as follows:

A. Bid Proposal Cover Sheet signed and dated July 17, 2024.

B. Contractor Statutory Bid Bond dated July 18, 2024.

C. Contractor Bid Proposal dated July 17, 2024.

D. Bidder Identity submitted with Bid.

E. Certified Copy of Resolution of Board of Directors dated N/A .

F. Bidder Acknowledgements signed and dated July 17, 2024.

G. Certificate of Insurability dated July 17, 2024.

H. Non-Collusion Bidding Certification signed by and dated July 17, 2024.

I. Standard Certifications signed by and dated July 17, 2024.

J. Bidders Qualification Statement dated July 17, 2024.

K. Subcontractor List – Base Bid, Schedule I – signed and dated July 17, 2024.

7.1.8 Amendments or modifications to the Contract, if any, to which the parties may agree during Contract performance.

7.2 There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified, or supplemented as provided in the *General Conditions*.

7.3 The Contract Documents are complementary, and a requirement called for by one is as binding as if called for by all. In resolving conflicts, if any, the Contract Documents shall be given the precedence that the Engineer determines is consistent with their intent and that will produce the intended result. When not in contradiction with this priority, the Contract Documents shall be given precedence in the order in which they are listed in this Article 7.

ARTICLE 8 MISCELLANEOUS

8.1 If any provision(s) of the Contract is/are invalid, illegal or unenforceable, all other provisions of the Contract shall nevertheless remain in full force and effect. If any Contract provision is

inapplicable to any person or circumstance, that provision shall nevertheless remain applicable to all other persons and circumstances.

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

8.3 Contractor shall not sell, assign, transfer or otherwise convey any of its rights and shall not delegate any of its duties under this Contract without Owner's prior express written consent. In its sole discretion Owner may refuse to consent to any proposed assignment or delegation. Any attempted sale, assignment, transfer, conveyance or delegation in violation of this Paragraph 8.3 shall be void and shall relieve Owner of any further liability under the Contract Documents. If Owner consents in writing to an assignment, unless specifically stated to the contrary in the consent, the assignment shall not release or discharge Contractor from any duty or responsibility set forth in the Contract Documents.

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

8.5 This Contract shall be binding on Owner and Contractor and all of their respective successors, heirs, legal representatives, and, if Owner has consented to an assignment or delegation as provided in Paragraph 8.3, assigns and delegates.

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

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

8.8 The approval and continuation of this Contract is subject to the availability of funds either provided to, made available to, or appropriated by the Owner for this purpose. In the event that funds are not available or appropriated for the Owner's payment requirements under this contract for the goods and/or services to be provided hereunder, the Owner may terminate this contract by providing notice to the Contractor of the lack of the availability of funds.

[Signatures on following page]

Executed as of the Effective Date.

CONTRACTOR

RCI Property Enterprises, LLC
An Arizona Limited Liability Company



By: RCI Property Enterprises, LLC.

Name: Jon Richmond

Title: President

Date: 7/29/2024

OWNER

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

By: _____

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

Title: Executive Director/CEO

Date: _____



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

Board Action Item

Re: Resolution 24-32

To: Board of Directors
From: Bob Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Runway 12R-30L Reconstruction Phase 1, Construction Manager at Risk
Construction Services – Pulice Construction, Inc. – CIP 1072
Date: August 20, 2024

Proposed Motion

To authorize a Construction Manager at Risk (CMAR) Construction Services Contract, with Pulice Construction, Inc., for the Runway 12R-30L Phase 1 Reconstruction Project in an amount not to exceed \$18,595,906.00 under CIP 1072 subject to grant funding.

Narrative

Due to the continued commercial aircraft usage and the age of the pavement, Runway 12R-30L has deteriorated to a pavement condition requiring extensive repairs and it has been recommended that a full reconstruction must be done to improve the pavement and subgrade strength. Runway 12R-30L is PMGAA's longest runway at 10,401 feet long and 150 feet wide and is primarily used for commercial service aircraft operations.

Pulice Construction, Inc. is currently providing pre-construction services as the CMAR for the Runway 12R-30L Construction Project. This project will include the demolition of existing pavement, earthwork, new Portland Cement Concrete Pavement, taxiway, and shoulder pavement, crushed Aggregate Base, Cement-Treated Base, Lime-Treated Subgrade, new pavement markings, crack seal, seal coat and airfield electrical.

The Notice of Request for Qualifications (RFQ), Solicitation 2024-016-RFQ for Runway 12R-30L Reconstruction was issued on January 18, 2024, and advertised in the Arizona Business Gazette on 1/18, 1/25, 2/01 and 2/08/24; it was also posted on the AzAA, ACC, ACI-NA, SWAAAE and FAA Matchmaker Websites as well as the Phoenix-Mesa Gateway Airport Authority Website. In addition, the RFQ was emailed to a list of 111 prospective firms and included ACDBE/DBE outreach. PMGAA Staff received six (6) Statements of Qualifications. Upon conclusion of interviews with four of the firms, the Evaluation Panel selected Pulice Construction, Inc., as the CMAR firm that best satisfied the requirements, based on the qualifications of the firm, project team experience, project understanding, approach to performing the required services, and DBE outreach.

Fiscal Impact

This project is included in the FY25 Capital Budget utilizing FAA, ADOT and PMGAA Matching non-grant funds under CIP 1072.

Attachment(s): CMAR Construction Services Contract



RESOLUTION NO. 24-32

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

WHEREAS the Authority desires to authorize a Construction Manager at Risk (CMAR) Construction Services Contract, with Pulice Construction, Inc., for the Runway 12R-30L Phase 1 Reconstruction Project in an amount not to exceed \$18,595,906.00 under CIP 1072 subject to grant funding;

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

The Board of Directors of the Authority hereby authorizes a Construction Manager at Risk (CMAR) Construction Services Contract, with Pulice Construction, Inc., for the Runway 12R-30L Phase 1 Reconstruction Project in an amount not to exceed \$18,595,906.00 under CIP 1072 subject to grant funding. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

DIVISION I



Runway 12R – 30L Reconstruction Phase 1

**CONSTRUCTION MANAGER AT RISK (CMAR)
CONSTRUCTION SERVICES CONTRACT**

Authority Project No. 1072

Authority Solicitation No. 2024-016-RFQ

FAA AIP No. 3-04-0078-059-2024

FAA AIP No. 3-04-0078-060-2024

ADOT Project No. TBD

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Phoenix Mesa Gateway Airport Authority

Construction Manager at Risk Construction Services Project No.: 1072

THIS CONTRACT is made and entered into by and between the Phoenix Mesa Gateway Airport Authority, a joint powers airport authority authorized by the state of Arizona, hereinafter called “Owner” and the “Construction Manager at Risk” or “CMAR” designated below, Individually, each is a “Party” and collectively, the “Parties”, and shall be effective as of the date signed by Owner.

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

ARTICLE 1 – PARTICIPANTS AND PROJECT

Owner: Phoenix-Mesa Gateway Airport Authority
Project Manager: Rich Adams
Telephone: 480-988-7617
Fax: 480-99-2315
E-mail: radams@gatewayairport.com

CMAR: Pulice Construction, Inc.
Project Manager: Jeff Gergal
Telephone: 858.525.3901
Email: jgergal@pulice.com

PROJECT DESCRIPTION: Runway 12R – 30L Reconstruction Phase 1

PROJECT LOCATION: Phoenix Mesa Gateway Airport
Mesa, AZ 85212

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

The Contract between the Owner and CMAR shall consist of the following Contract Documents. Notwithstanding Article 50-04 of the General Provisions, should any of the Contract Documents conflict with each other, the conflict will be resolved by using the following order of precedence:

1. Any amendments or modifications to the Contract Documents in reverse chronological order, including (a) a written amendment signed by both parties, (b) a Change Order, (c) a Change Directive, (d) Supplementary Instructions, or (e) a written order for a minor change in the work (collectively the “Contract”);
2. Exhibit A to the CMAR Construction Contract, Accepted GMP/Price Proposal and Project Schedule – the “Basis of GMP” and “Basis of Schedule”;
3. The Guaranteed Maximum Price Proposal sections outside of item (2) above;
4. The General Conditions to the CMAR Contract;
5. The CMAR Construction Services Contract and all of its Exhibits;
6. The General Provisions to the CMAR Contract;
7. The Special Provisions to the CMAR Contract;
8. Federal Contract Provisions
9. Drawings;
10. Specifications;
11. The Request for Qualifications requirements, documents, and exhibits (#2024-016-RFQ), and CMAR’s submittal to such solicitation dated February 6, 2024;
12. Any other Contract Documents.

2.3 PROJECT SPECIFIC CONDITIONS

If there are any additional conditions that apply to this Project, they are set forth in the attached Exhibit A, and are incorporated herein.

2.4 PROJECT PLANS AND SPECIFICATIONS

A detailed list of the Plans and Specifications for this Project are set forth in the attached Exhibit B.

ARTICLE 3 – PRE-CONSTRUCTION SERVICES

Although CMAR has performed Pre-Construction Services pursuant to a separate Contract between Owner and CMAR, the completion, quality and accuracy of those services and the deliverables provided by Owner thereunder directly impact CMAR’s performance of its obligations under this Contract. Therefore, all of CMAR’s obligations, duties, and warranties in relation to Pre-Construction Services and deliverables survive completion of the Pre-Construction Services Contract and are incorporated herein. Any breach of any of CMAR’s duties, obligations, or warranties under the Pre-Construction Services Contract shall likewise be considered a breach of this Contract.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 GENERAL

- 4.1.1 CMAR agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the Project Schedule included in Exhibit A of this Contract.
- 4.1.2 CMAR shall provide all of the labor and materials and perform the Work in accordance with the General Conditions and General Provisions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 3 & 4 of the General Conditions are set forth below.
- 4.1.3 At all times relevant to the Contract and performance of the Work, the CMAR and its subcontractors shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Owner, the Project and the Contract.
- 4.1.4 CMAR has been selected to perform the Work herein, in part, because of the skills and expertise of the key firms, team members and individuals (collectively, “CMAR’s Key Personnel”) that are listed in Exhibit F and that are consistent with the Statement of Qualification (SOQ) dated February 6, 2024. CMAR shall perform the Work under this Contract using CMAR’s Key Personnel. CMAR’s Key Personnel shall not be removed or replaced during the term of the Contract without prior written consent of PMGAA. PMGAA recognizes that CMAR’s Key Personnel may leave the employ of CMAR for reasons beyond CMAR’s control. Whenever practicable, CMAR shall give PMGAA at least 14 calendar days’ notice prior to the departure of any of CMAR’s Key Personnel from the Project. PMGAA shall have the right to approve or reject any replacements for CMAR’s Key Personnel when personnel leave that are beyond the control of the CMAR. When within CMAR’s control, CMAR’s failure to use CMAR’s Key Personnel to perform the Work under the Contract without PMGAA’s prior written consent will be a material breach and grounds for suspension or termination for cause of this Contract by PMGAA.

Without limitation of the foregoing, in the event CMAR removes any Key Personnel without the consent of PMGAA, which shall not unreasonably be withheld, CMAR shall deduct and/or reimburse all cost and expense charged to PMGAA, whether included in CMAR’s general conditions or otherwise, and including any markups thereon, for any replacement personnel who are not approved by PMGAA.

Notwithstanding any provisions herein to contrary, PMGAA shall have audit rights to CMAR’s records with respect to verifying such costs, expenses and markups for purposes of deduction and/or reimbursement.

- 4.1.5 CMAR will comply with all terms and conditions of the General Conditions, General Provisions, Special Provisions, Federal Provisions, as well as the Owner’s published Rules & Regulations and Minimum Standards (Exhibit E).
- 4.1.6 In the event of a conflict between this Contract and the General Conditions, General Provisions, Special Provisions or any exhibit hereto or appendix thereto, the terms of this Contract shall control, but nothing in this contract shall be construed so as to either (i) Violate any term or condition of the Owner’s published Rules & Regulations or Minimum Standards; or (ii) Violate Owner’s mandatory subordination to its federal obligations, pursuant to Federal Aviation Administration (“FAA”) Policies (2009) (including, but not limited to § 1.1, § 1.5, § 12.3, §10, § 14.1, *et. seq.*) and federal statutory authority, including, but not limited to, 49 U.S.C. §40103(a) (establishes the federal government’s total dominance over the airspace of the United States, including, U.S. airports).

4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Owner. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, CMAR hereby transfers and assigns ownership of the copyright in such Work to Owner. The rights in this section are exclusive to Owner in perpetuity.

4.2 CMAR's PRE-CONTRACT AND PRE-WORK DELIVERABLES

The CMAR will provide the insurance and bond(s) requirements in accordance with Article 11 of the General Conditions prior to any work commencing.

CMAR will obtain and pay for all permits necessary for the work.

4.3 PRE-CONSTRUCTION CONFERENCE

CMAR shall attend the Pre-Construction Conference.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

CMAR shall perform the Work in accordance with the General Conditions.

4.5 CONTROL OF THE PROJECT SITE

CMAR shall control and maintain the Project Site in accordance with the General Conditions.

4.6 PROJECT SAFETY

CMAR shall implement and enforce Project safety in accordance with Article 10 of the General Conditions.

4.7 MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS

CMAR shall provide materials testing and submit substitute materials and Shop Drawings in accordance with Article 3 of the General Conditions.

4.8 PROJECT RECORD DOCUMENTS

CMAR shall maintain and make available the Project Record Documents in accordance with Article 3.12 of the General Conditions.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

CMAR shall provide warranties and correct defective Work in accordance with Article 3.6 of the General Conditions.

ARTICLE 5 – OWNER RESPONSIBILITIES

5.1 Owner shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth throughout the Contract Documents.

5.2 Additional information to be provided by Owner, if any, is listed below:

Final contract documents, including, but not limited to General Conditions, General Provisions, Special Provisions, applicable as-built drawings, stamped Construction Documents and Technical Specifications.

ARTICLE 6 – CONTRACT TIME

Contract Duration is 240 calendar days

6.1 CONTRACT TIME

- 6.1.1 The Contract Time shall start with the Notice to Proceed (“NTP”) and end with Substantial Completion as set forth in Article 6.3 below. The Notice to Proceed cannot be issued prior to the approval and acceptance by Owner of the GMP.
- 6.1.2 CMAR agrees that it will commence performance of the Work and complete the Project through both Substantial Completion within the Contract Time.
- 6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.2 PROJECT SCHEDULE

The Project Schedule approved as part of the GMP Proposal and incorporated herein as part of the attached Exhibit A shall be updated and maintained throughout CMAR’s performance under this Contract in accordance with Article 3 of the General Conditions.

- 6.2.1 Failure on the part of CMAR to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination for cause of this Contract by Owner.

6.3 SUBSTANTIAL COMPLETION

Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Accepted Project Schedule. Substantial Completion shall be determined in accordance with Article 9.8 of the General Conditions.

6.4 FINAL COMPLETION AND FINAL ACCEPTANCE

- 6.4.1 Final Completion will be obtained within the time period set forth in the Accepted Project Schedule.
- 6.4.2 Final Completion will be determined, and a Final Acceptance will be issued, pursuant to Article 9.9 of the General Conditions.

6.5 LIQUIDATED DAMAGES

- 6.5.1 **Substantial Completion Liquidated Damages.** For the same reason set forth in Article 6.1.3 above, Owner and CMAR further agree that if CMAR fails to achieve Substantial Completion of the work within the time set forth in Article 6.3 above, Owner shall be entitled to retain or recover from CMAR, as liquidated damages and not as a penalty, the following per diem amounts (which the Parties agree is a reasonable approximation of any resulting damages) commencing from the actual date of Substantial Completion:

\$2000 per calendar day.

- 6.5.2 Owner may deduct liquidated damages described in this Article 6.5 above from any unpaid amounts then or thereafter due CMAR under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due CMAR shall be payable to Owner at the demand of Owner, together with interest from the date of the demand at the highest lawful rate of interest payable by CMAR.

ARTICLE 7 – CONTRACT PRICE

7.1 CONTRACT PRICE

- 7.1.1 In exchange for CMAR's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Owner will pay CMAR the "Contract Price" which:
 - The sum of the CMAR's Fee and reimbursable Cost of the Work, which the CMAR guarantees will not exceed the GMP set forth in Exhibit A, in the amount of \$18,595,906. Costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement from Owner.
- 7.1.2 The Contract Price is all-inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes any type necessary to fully, properly and timely perform and construct the Work encompassed in attached Exhibit A.
- 7.1.3 The contract price may only be changed as set forth in the Contract Documents.
- 7.1.4 Only costs specifically designated as reimbursable costs are eligible for payment by Owner or may be charged against the Contract Price. All other costs will not be paid by Owner and shall not be chargeable against the Contract Price.
- 7.1.5 For Contract Amendments, Change Orders, or Job Orders reimbursable costs shall be determined pursuant to MAG Specifications 109.5.

7.2 ALLOWANCES

Not Used.

7.3 CONTINGENCY

Not Used.

7.4 FINAL PAYMENT

If the Contract Price is based upon a GMP, as a further condition precedent to Final Payment by Owner, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as Owner may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date.

Any excess payments by Owner, as determined by the Project Manager, shall be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor shall be refunded by Contractor to Owner. Disputes relating to the Final Cost of the Work shall be subject to Owner's audit rights under Article 13.13 of the General Conditions and 7.5 below, and the dispute resolution process under Article 4 of the General Conditions.

7.5 OPEN BOOK

On any GMP-based or Change Order, Owner may attend any and all meetings or discussions pertaining to the Project, including bid openings, and shall have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

ARTICLE 8 – PAYMENT

Payments shall be made to CMAR in accordance with Article 9 of the General Conditions and Article 7 above.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Article 7 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Article 14 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

- 11.1 CMAR shall provide insurance at the times and in the amounts in accordance with Article 11 of the General Conditions to the CMAR Contract. CMAR shall provide proof of such insurance and all required endorsements in forms acceptable to Owner prior to commencing any Work under this Contract.
- 11.2 CMAR shall provide performance and payment bonds to Owner at the times and in the amounts in accordance with Article 11 of the General Conditions and A.R.S. § 34-610(A).
- 11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Owner will be material breach and grounds for termination for cause of this Contract by Owner.

ARTICLE 12 – INDEMNIFICATION

CMAR shall have and assume the indemnity obligations set forth in Article 3 of the General Conditions.

ARTICLE 13 – DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Article 4 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Article 13 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

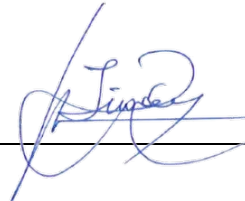
“OWNER”
PHOENIX MESA GATEWAY AIRPORT AUTHORITY,
a joint powers airport authority, authorized by the
State of Arizona

By: _____
J. Brian O’Neill, A.A.E.

Title: Executive Director/CEO

Date: _____

“CMAR”
Pulice Construction, Inc., an Arizona
Corporation

By: _____


Title: President

Date: 07/18/2024

EXHIBIT A – ACCEPTED GMP/PRICE PROPOSAL AND
PROJECT SCHEDULE (Under Separate Cover)

All terms and conditions are set forth in the Contract. Any terms and conditions and/or exceptions noted in the CMAR's proposal, GMP, or other documents do not apply unless agreed to in this Contract or an approved addendum.

EXHIBIT B – PROJECT TECHNICAL SPECIFICATIONS &
PHASE 1 PROJECT PLANS (Under Separate Cover)

1. **All Technical Specifications**
2. **Construction Plans**

EXHIBIT C – REQUIRED FORMS
STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, ARIZONA REVISED STATUTES

KNOW ALL MEN BY THESE PRESENTS:

That, _____, (hereinafter called the Principal), as Principal, and the _____, a corporation duly organized under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto Phoenix-Mesa Gateway Airport Authority, Maricopa County, Arizona (hereinafter called the Obligee), in the amount of _____ (\$ _____), for the payment of which the Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with Obligee, dated the _____ day of _____, 202_ to construct the following projects under the **Authority Solicitation No. 2024-016-RFQ; CMAR Services for Runway 12R-30L Reconstruction (Authority Project No. 1072)**, which is hereby referred to and made a part of this bond as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment to reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 202_.

AGENCY OF RECORD, STATE OF ARIZONA

BY:

PRINCIPAL

AGENCY ADDRESS

TITLE:

SURETY

BY:

TITLE: _____

BOND NUMBER: _____

ATTACH SURETY POWER OF ATTORNEY

STATUTORY PAYMENT BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, ARIZONA REVISED STATUTES

KNOW ALL MEN BY THESE PRESENTS:

That, _____, (hereinafter called the Principal), as Principal and _____, a corporation duly organized under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto Phoenix-Mesa Gateway Airport Authority, Maricopa County, Arizona (hereinafter called the Obligee), in the amount of _____ (\$ _____), for the payment of which the Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the ____ day of _____, 202__ to construct the following projects under the **Authority Solicitation No. 2024-016-RFQ ; CMAR Services for a Runway 12R-30L Reconstruction (Authority Project No. 1072)**, which contract is hereby referred to and made a part of this bond as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 202__.

AGENCY OF RECORD, STATE OF ARIZONA

PRINCIPAL

BY: _____

AGENCY ADDRESS

TITLE:

SURETY

BY: _____

TITLE: _____

BOND NUMBER: _____

ATTACH SURETY POWER OF ATTORNEY

NOTICE OF INTENT TO AWARD CMAR CONTRACT**Date**

Pulice Construction, Inc.

Attn:**Re: Runway 12R-30L Reconstruction Phase 1
Authority Project No. 1072
Authority Solicitation No. 2024-016-RFQ**

Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona (Owner), has considered the Statement of Qualifications (SOQ) submitted and interview performed (if applicable) by your firm for the above described WORK in response to the Advertisement for SOQ's dated January 18, 2024. You are hereby notified that you are to be awarded this CMAR Contract by Phoenix-Mesa Gateway Airport Authority on August 20, 2024, in the amount of \$18,595,906. You are required by the Terms and Conditions of this solicitation to execute the CMAR Contract and to furnish Contractor's Performance and Payment Bonds and submit the appropriate Certificate(s) of Insurance within fifteen (15) calendar days from this Notice.

If you fail to execute the CMAR Contract, furnish the required bonds, and submit Insurance Certificate(s) within Fifteen (15) calendar days from the date of this Notice, the Owner will consider this as a forfeiture of your consideration to be selected as CMAR. The Owner will be entitled to such other rights as may be granted by law.

A pre-construction meeting will be scheduled by your Project Manager at a later date and will be held in the Phoenix-Mesa Gateway Airport Authority Board Room, 5835 South Sossaman Road, Mesa.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the Phoenix-Mesa Gateway Airport Authority.

Dated this _____ day of _____, 202__.

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona

By: _____

Title: _____

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 202__.

NOTARY PUBLIC

My Commission Expires

NOTICE TO PROCEED

Date

Pulice Construction, Inc.

Attn: Jeff Gergal

Re: Runway 12R-30L Reconstruction Phase 1
Authority Project No. 1072
Authority Solicitation No. 2024-016-RFQ

Dear Mr. Gergal

You are unconditionally authorized to proceed with the above-referenced project effective the date of this letter. The contract time is 250 calendar days. All work shall be performed strictly in accordance with the Contract Documents, including all project schedule requirements.

Your contact for this project is Rich Adams, phone no. 480-988-7655 and all project communications should be directed to him. If the preconstruction conference has not already occurred, he will contact you shortly about scheduling it.

Remember, the Owner must approve *in writing* any and all changes in the project scope of work before you start work on the change.

Phoenix-Mesa Gateway Airport Authority looks forward to a successful project with your firm.

Sincerely,

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona

Authorized Representative

APPLICATION AND CERTIFICATE FOR PAYMENT

Runway 12R-30L Reconstruction Phase 1
Authority Solicitation No. 2024-016-RFQ
Authority Project No. 1072

CONSULTANT: _____

CMAR: _____

Application No. _____ Period From: _____ To: _____

Application is made for payment, as shown below, and on the attached Construction Progress Estimate Form, in accordance with the Contract Documents:

Original GMP: \$ _____

Approved Change Orders and Dates:

Change Order No.1	Date _____	\$ _____
Change Order No.2	Date _____	\$ _____
Change Order No.3	Date _____	\$ _____

Total Change Orders Approved to Date: \$ _____

Adjusted GMP \$ _____

Total Amount Due to Date
(from attached Construction Progress Estimate) \$ _____

Less Previous Certificates for Payment \$ _____

Current Payment Due \$ _____

Retainage _____ % \$ _____

Total Earned Less Retainage \$ _____

Notice to Proceed Date _____ Date of Substantial Completion _____

Time Used _____ % Complete _____ %

CHANGE ORDER

PROJECT: CMAR Services for Runway 12R-30L Reconstruction Phase 1 CHANGE ORDER NO: _ _

Authority Project No. 1072
Authority Solicitation No. 2024-016-RFQ

TO CMAR: Pulice Construction, Inc.
8660 E. Hartford Drive, #305
Scottsdale, AZ 85255

CONTRACT NO: _____
CONTRACT DATE: _____, 202__

The Contract is changed as follows. CMAR shall provide all labor, materials, equipment, services, transportation, utilities, and facilities to perform all of the following changes: [*describe*].

This Change Order shall constitute a final settlement of all matters relating to the change in the work that is the subject of the Change Order, including but not limited to all direct or indirect costs associated with such change, all delay and disruption costs, any impact such change may have on unchanged work, and any and all adjustments to the Contract Sum or the Contract Time. This Change Order supersedes all prior reservations stated or implied.

Not Valid until signed by the Owner, Engineer, and CMAR.

The original **Contract Sum** was.....\$ _____
 Net change by previously authorized Change Orders\$ _____
 The **Contract Sum** prior to this Change Order was.....\$ _____
 The **Contract Sum** will be **increased** [or **decreased**] by this Change Order.....\$ _____
 The new **Contract Sum** including this Change Order is\$ _____

The Contract Time will be **unchanged** [or **increased/decreased by** _____ *calendar days*.]

The Substantial Completion date for base contract work is **unchanged** [or **changed to** _____, 202__.]

[CMAR]
By _____ Date _____
It's _____

Owner
By _____ Date _____
It's _____

Engineer Name
By _____ Date _____
It's _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

(To be completed by Owner/Engineer)

I hereby certify that _____ has substantially completed
(Name of CMAR)

the work under the following project:

Runway 12R-30L Reconstruction Phase 1
Authority Solicitation No. 2024-016-RFQ
Authority Project No. 1072

in accordance with the contract documents and bid specifications, and all activities required by the Contractor under the Contract have been substantially completed as of _____ (date).

Firm Name: _____

By: _____
(Name)

(Title)

(Signature)

(Date)

CERTIFICATE OF FINAL COMPLETION

(To be Completed by CMAR and Owner)

Runway 12R-30L Reconstruction Phase 1
Authority Solicitation No. 2024-016-RFQ
Authority Project No. 1072

I hereby certify that all goods and/or services required by **PHOENIX-MESA GATEWAY AIRPORT AUTHORITY**, have been delivered in accordance with the Contract Documents and Specifications, and all activities required by the CMAR under the Contract have been completed, including all items on the final punch list, including administrative items, as of _____ (date).

Firm Name: _____

Principal: _____
(Name)

(Title)

(Signature)

(Date)

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY has performed a final inspection of Owner's CMAR Services for Construction of **Runway 12R-30L Reconstruction, Owner Project Number 1072**, and find that to the best of our knowledge and belief, the work on this project has been completed in accordance with all Contract documents.

The date of final completion for this project is _____, 20__

Phoenix-Mesa Gateway Airport Authority

By: _____

Date: _____

FINAL
CMAR'S AFFIDAVIT REGARDING
SETTLEMENT OF CLAIMS

Runway 12R-30L Reconstruction Phase 1
Authority Solicitation No. 2024-016-RFQ
Authority Project No. 1072

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless **PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, ENGINEER**, the OWNER's **DESIGNATED CONSTRUCTION ADMINISTRATOR**, their employees, agents or representatives, against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said OWNER and Engineer may suffer arising out of the failure or the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 202__.

CMAR

By:

STATE OF ARIZONA)
) ss
COUNTY OF)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 202__.

(Notary Public)

(My Commission Expires)

**CONDITIONAL
FULL RELEASE OF ALL CLAIMS AND WAIVER OF LIEN
UPON PAYMENT
(CMAR)**

WHEREAS, the undersigned, _____ (CMAR) has furnished labor, materials, and services and/or equipment for the construction of the **CMAR Services for Runway 12R-30L Reconstruction Phase 1, Authority Project No. 1072**, at the Phoenix-Mesa Gateway Airport, Maricopa County, State of Arizona, on the Property of the Phoenix-Mesa Gateway Airport Authority, Mesa, Arizona.

NOW, THEREFORE, the undersigned, upon receipt of a check from the Owner payable to the CMAR in the sum of \$ _____, said sum representing full and final payment for the above-mentioned labor, materials, services and/or equipment, does hereby waive and release any and all liens, claims of lien, and demands whatsoever that now exist or may hereafter accrue against the Owner and the Property on account of labor and materials furnished by the undersigned.

The undersigned warrants that all materials and labor placed by the undersigned in the Project are free from any claims, liens, or encumbrances and that all bills and obligations incurred for labor, taxes, withholding taxes based on payroll and payable to the United States of America or State of Arizona, premiums under a voluntary disability insurance policy, if any, carried with a private insurer, and payments to all union health, welfare, pension, apprentice training and vacation funds applicable for workmen employed on the above-described Project, in connection with the work of improvement on the Project, have been paid in full. The undersigned warrants that all subcontractors and material-men that may have delivered materials and performed work upon the Property for the Project have been fully paid or will be paid from monies received from this final payment. The undersigned shall and does hereby indemnify, save, and hold harmless the Owner and CMAR from all claims, damages, liens and losses, including all costs, professional fees, and reasonable attorney's fees, which the Owner may suffer by reason of filing of any claims, notices, liens or encumbrances, or the failure of the undersigned to obtain cancellation and discharge thereof.

DATED this _____ day of _____, 202____.

Company Name

By _____

(Title)

**CONDITIONAL
FULL RELEASE OF ALL CLAIMS AND WAIVER OF LIEN
UPON PAYMENT
(SUB-CONTRACTOR / SUPPLIER)**

WHEREAS, the undersigned, _____ (Sub-contractor) has furnished labor, materials, and services and/or equipment to _____ (CMAR) for the construction of the **Runway 12R-30L Reconstruction Phase 1, Authority Project No. 1072**, at the Phoenix-Mesa Gateway Airport, Maricopa County, State of Arizona, on the Property of the Phoenix-Mesa Gateway Airport Authority, Mesa, Arizona.

NOW, THEREFORE, the undersigned, upon receipt of a check from the CMAR payable to the Sub-contractor in the sum of \$ _____, said sum representing payment for the above-mentioned labor, materials, services and/or equipment, does hereby waive and release any and all liens, claims of lien, and demands whatsoever that now exist or may hereafter accrue against the Owner and the Property on account of labor and materials furnished by the undersigned.

The undersigned warrants that all materials and labor placed by the undersigned in the Project are free from any claims, liens, or encumbrances and that all bills and obligations incurred for labor, taxes, withholding taxes based on payroll and payable to the United State of America or State of Arizona, premiums under a voluntary disability insurance policy, if any, carried with a private insurer, and payments to all union health, welfare, pension, apprentice training and vacation funds applicable for workmen employed on the above-described Project, in connection with the work of improvement on the Project, have been paid in full. The undersigned warrants that all subcontractors and material-men that may have delivered materials and performed work upon the Property for the Project have been fully paid or will be paid from monies received from this payment. The undersigned shall and does hereby indemnify, save, and hold harmless the Owner and CMAR from all claims, damages, liens and losses, including all costs, professional fees, and reasonable attorney's fees, which the Owner may suffer by reason of filing of any claims, notices, liens or encumbrances, or the failure of the undersigned to obtain cancellation and discharge thereof.

DATED this _____ day of _____, 202 __.

Company Name

By _____

(Title)

**UNCONDITIONAL
FULL RELEASE OF ALL CLAIMS AND WAIVER OF LIEN
UPON PAYMENT
(CMAR)**

WHEREAS, the undersigned, _____ (CMAR) has furnished labor, materials, and services and/or equipment for the construction of the **CMAR Services for Runway 12R-30L Reconstruction Phase 1, Authority Project No. 1072**, at the Phoenix-Mesa Gateway Airport, Maricopa County, State of Arizona, on the Property of the Phoenix-Mesa Gateway Airport Authority, Mesa, Arizona.

NOW, THEREFORE, the undersigned, has been paid and has received a check from the Owner payable to the CMAR in the sum of \$ _____, said sum representing full and final payment for the above-mentioned labor, materials, services and/or equipment, does hereby waive and release any and all liens, claims of lien, and demands whatsoever that now exist or may hereafter accrue against the Owner and the Property on account of labor and materials furnished by the undersigned.

The undersigned warrants that all materials and labor placed by the undersigned in the Project are free from any claims, liens, or encumbrances and that all bills and obligations incurred for labor, taxes, withholding taxes based on payroll and payable to the United States of America or State of Arizona, premiums under a voluntary disability insurance policy, if any, carried with a private insurer, and payments to all union health, welfare, pension, apprentice training and vacation funds applicable for workmen employed on the above-described Project, in connection with the work of improvement on the Project, have been paid in full. The undersigned warrants that all subcontractors and material-men that may have delivered materials and performed work upon the Property for the Project have been fully paid or will be paid from monies received from this final payment. The undersigned shall and does hereby indemnify, save, and hold harmless the Owner and CMAR from all claims, damages, liens and losses, including all costs, professional fees, and reasonable attorney's fees, which the Owner may suffer by reason of filing of any claims, notices, liens or encumbrances, or the failure of the undersigned to obtain cancellation and discharge thereof.

DATED this _____ day of _____, 202____.

Company Name

By _____

(Title)

**UNCONDITIONAL
FULL RELEASE OF ALL CLAIMS AND WAIVER OF LIEN
UPON PAYMENT
(SUB-CONTRACTOR / SUPPLIER)**

WHEREAS, the undersigned, _____ (Sub-contractor) has furnished labor, materials, and services and/or equipment to _____ (CMAR) for the construction of the **Runway 12R-30L Reconstruction Phase 1, Authority Project No. 1072**, at the Phoenix-Mesa Gateway Airport, Maricopa County, State of Arizona, on the Property of the Phoenix-Mesa Gateway Airport Authority, Mesa, Arizona.

NOW, THEREFORE, the undersigned, has been paid and has received a check from the CMAR payable to the Sub-contractor in the sum of \$ _____, said sum representing payment for the above-mentioned labor, materials, services and/or equipment, does hereby waive and release any and all liens, claims of lien, and demands whatsoever that now exist or may hereafter accrue against the Owner and the Property on account of labor and materials furnished by the undersigned.

The undersigned warrants that all materials and labor placed by the undersigned in the Project are free from any claims, liens, or encumbrances and that all bills and obligations incurred for labor, taxes, withholding taxes based on payroll and payable to the United State of America or State of Arizona, premiums under a voluntary disability insurance policy, if any, carried with a private insurer, and payments to all union health, welfare, pension, apprentice training and vacation funds applicable for workmen employed on the above-described Project, in connection with the work of improvement on the Project, have been paid in full. The undersigned warrants that all subcontractors and material-men that may have delivered materials and performed work upon the Property for the Project have been fully paid or will be paid from monies received from this payment. The undersigned shall and does hereby indemnify, save, and hold harmless the Owner and CMAR from all claims, damages, liens and losses, including all costs, professional fees, and reasonable attorney's fees, which the Owner may suffer by reason of filing of any claims, notices, liens or encumbrances, or the failure of the undersigned to obtain cancellation and discharge thereof.

DATED this _____ day of _____, 202 __.

Company Name

By _____

(Title)

EXHIBIT D – DEFINITIONS

Allowance – A specific amount for a specific item of Work, if any, that Owner agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the Owner) at the time the Contract Price is agreed to for Contractor to provide a definitive price. Allowances shall be treated in accordance with Article 7.2 above.

Baseline Cost Model – A breakdown and estimate of the scope of the Project developed by CMAR.

CMAR or Construction Manager at Risk – The person or firm selected by Owner to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Contract with Owner. The term “Contractor” includes CMAR under both Pre-Construction and Construction Services Contracts.

CMAR Fee or Contractor’s Fee – An agreed to percentage in an accepted GMP that represents the Contractor’s fee for performance of the Work.

Contract Documents – Where compensation under the Contract is based upon a GMP accepted by Owner, the term “Contract Documents” also includes the accepted GMP Proposal.

Contract Price – Where compensation under the Contract based upon a GMP accepted by Owner, the term “Contract Price” refers to the GMP.

Cost-Based Contract, Change Order, or Job Order – A Contract, Change Order, or Job Order where the Contract Price is based upon the actual cost of performing the Work, subject to the terms of the Contract Documents. These would include those generally referred to as “Cost of the Work plus a Fee with a GMP,” “Time and Materials,” or “Cost Plus a Fee.”

Cost of the Work – The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work shall include only those costs set forth in Article 7 above.

Deliverables – The work products prepared by Contractor in performing the scope of work described in the Contract. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are limited to: the Baseline Cost Model and Schedule that validate Owner’s plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in this Contract or required by the Project Team.

Pre-Construction Services Contract – The Contract entered into between Owner and the CMAR for Pre-Construction Services to be provided by the CMAR, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by Owner and a CMAR Contract is entered into between Owner and CMAR, the duties, obligations and warranties of the CMAR under the Pre-Construction Services Contract survive and are incorporated into the resulting CMAR Contract.

Pre-Construction Services – The services to be provided under a Pre-Construction Services Contract.

Detailed Project Schedule – The Detailed Project Schedule developed by the CMAR for the review and approval of the Owner.

GMP Plans and Specifications – The plan and specifications upon which the Guaranteed Maximum price Proposal is based.

GMP Proposal – The proposal of Contractor submitted for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP – The Guaranteed Maximum Price set forth in the Contract.

EXHIBIT E – OWNER’S PUBLISHED RULES AND REGULATIONS
AND MINIMUM STANDARDS

CMAR agrees to comply with Phoenix-Mesa Gateway Airport Authority’s (Owner’s) published Rules and Regulations and Minimum Standards as amended from time to time.

1. Rules & Regulations (link)

<https://www.gatewayairport.com/policiesdocumentsandforms>

2. Minimum Standards (link)

<https://www.gatewayairport.com/policiesdocumentsandforms>

EXHIBIT F – CMAR'S KEY PERSONNEL

See following pages

SECTION D

KEY PROJECT TEAM EXPERIENCE & QUALIFICATIONS

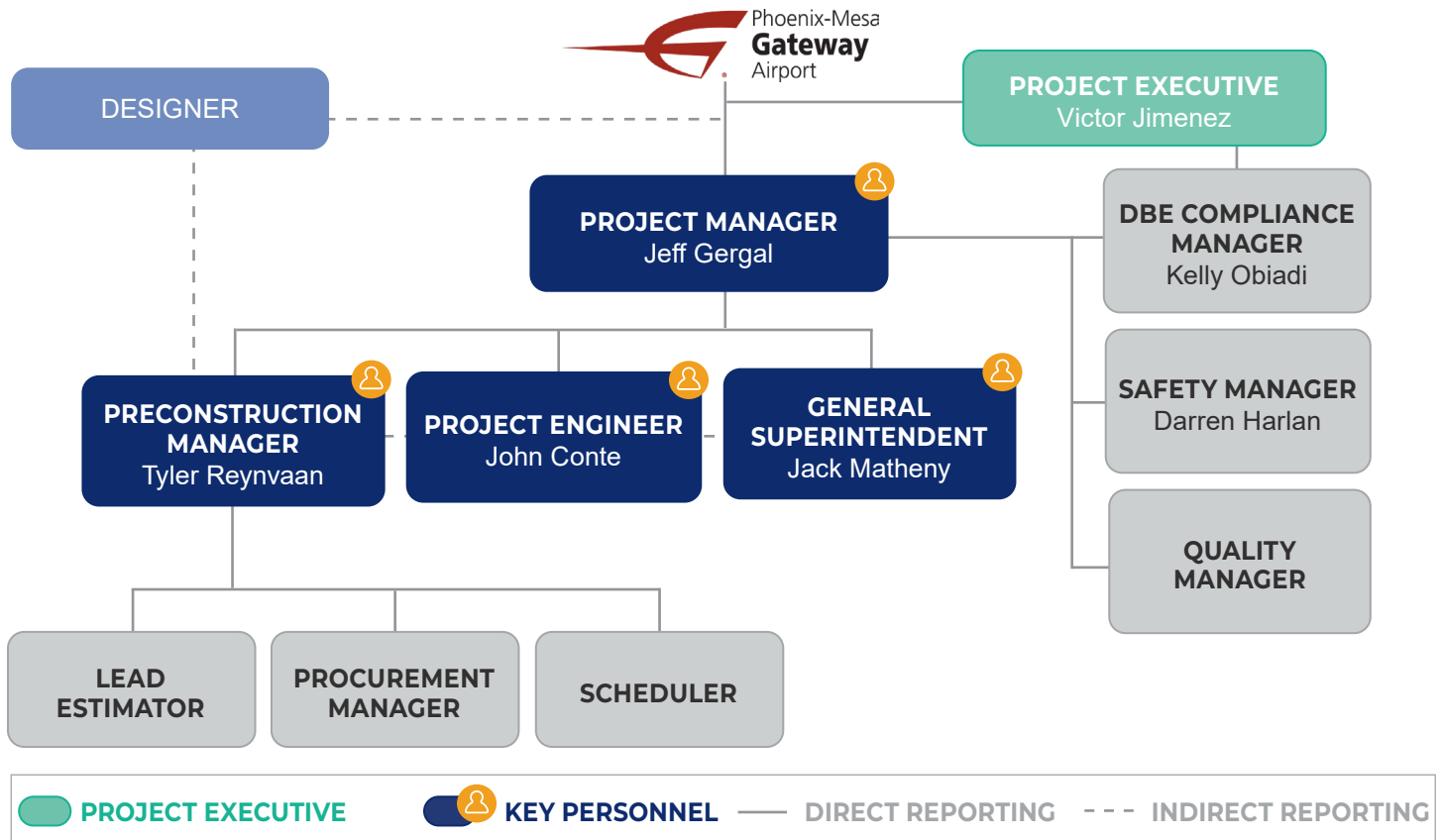
D-a. Key Team Member Positions

Our experience in delivering CMAR projects allows us to confidently identify the key positions required to successfully deliver the Project. **Figure D.2** on the following page includes each of our team member's role within the firm, and the key benefits they will bring to the Runway 12R-30L Project.

D-b. Organizational Chart

The organizational chart in **Figure D.1** illustrates how our team is organized to provide the highest service level during both preconstruction and construction. The key and support personnel shown here are dedicated to the Project from preconstruction through construction and closeout. Pulice promotes best practices, identifies systems for safety, quality, and project controls; and develops a unified team dedicated to project success. Resumes for key personnel are located in **Tab I - Appendices**.

Figure D.1 Organizational Chart



D-c. Key Team Member's Role and Benefits

Figure D.2 provides each key person's role within the company, their key highlights, and their role and responsibilities for this Project. Resumes for each proposed team member are included in **Tab I - Appendices**.

Our proposed team reflects all critical areas of expertise and experience needed to perform the tasks described in the Request for Qualifications (RFQ). Our key personnel identified in **Figure D.2** bring in-depth understanding of the CMAR process, a history of working together for PMGAA, and proven success addressing the unique challenges associated with working in an active airport environment.

Figure D.2 Key Personnel

ROLE WITH FIRM KEY BENEFITS	ROLE/RESPONSIBILITIES FOR THIS PROJECT
PROJECT MANAGER - JEFF GERGAL	
<ul style="list-style-type: none"> » Project Manager for Pulice Construction » Served as Project Manager on the Alpha Apron IV, Taxiway K, Taxiway C, and Ellsworth Channel Projects » 42 years managing heavy civil transportation projects » OSHA 30-Hour Training » ATTSA Traffic Control Supervisor » Worked with John, Jack, and Jason on Taxiway C and with John, Jack, and Jason on Taxiway K 	<p>Jeff brings over 40 years of heavy civil construction experience, including estimating and project management of heavy civil transportation projects. Jeff is responsible for overall project performance, including assigning the necessary resources to deliver the Project in accordance with PMGAA's goals. He will work with Tyler during preconstruction to ensure constructability, and serve as our main point of contact.</p>
PRECONSTRUCTION MANAGER - TYLER REYNVAAN	
<ul style="list-style-type: none"> » Operations Manager for Pulice Construction » 17 years managing heavy civil transportation projects » Manages the Pulice estimating team and works with project teams and estimators to develop GMPs » OSHA 30-Hour Training 	<p>Tyler manages preconstruction activities to assure deliverables are produced on-time and are of high quality. He will coordinate directly with PMGAA and the designer to develop pricing templates. Tyler will lead the GMP development process and support Jeff in identifying and mitigating risk.</p>
PROJECT ENGINEER - JOHN CONTE	
<ul style="list-style-type: none"> » Project Engineer for Pulice Construction » Served as Project Engineer on the Alpha Apron IV, Taxiway K, Taxiway C, and Ellsworth Channel Projects » OSHA 30-Hour Training » NCEES FE Certified » Delivered Ellsworth Channel with Jeff and Taxiways C and K with Jeff, Jack, and Jason 	<p>John has more than eight years of construction experience, including production and quantity tracking, estimating, quality control reporting, document control, and production specification compliance. John will work with Jeff and Tyler during preconstruction and construction to assist in GMP development, risk mitigation, schedule development/assurance, and subcontractor selection.</p>
GENERAL SUPERINTENDENT - JACK MATHENY	
<ul style="list-style-type: none"> » Civil Superintendent for Pulice Construction » 30 years in heavy civil transportation » OSHA 30-Hour Training » Civil Superintendent on Alpha Apron IV, Taxiways C and K, and Ellsworth Channel alongside Jeff and John 	<p>Jack brings over 30 years of experience in the supervision and construction of heavy civil projects. Jack will support the preconstruction team by analyzing risk, performing constructability reviews, and identifying innovation opportunities. He will oversee the baseline schedule and ensure the work is planned with the necessary safety measures.</p>
PAVING FOREMAN - JASON LOPEZ	
<ul style="list-style-type: none"> » Foreman for McNeil Brothers » More than 20 years of heavy civil/paving experience » Successfully delivered Taxiways C and K with Jeff, John, and Jack 	<p>During preconstruction, Jason will support Jack by planning work and performing constructability reviews. During construction, he will be responsible for leading concrete and asphalt operations.</p>

D-d. Team Experience Working Together

Pulice and our subcontractor, McNeil Brothers, work together on a daily basis, making a unified team approach second nature to our business. As demonstrated in **Figure D.2**, Pulice is proposing a team of individuals that have not only worked together, but have all been part of the project teams that have successfully executed our prior work at PMGAA. Our team's history working together ensures PMGAA that we will utilize the strengths of our respective team members to self perform a majority of the work and successfully address the challenges associated with this Project.

D-e. Steps to Ensure Key Personnel Remain on the Project

Pulice is fully committed to the success of this Project. Our team has collaborated throughout this SOQ phase to ensure we efficiently and effectively perform the work. Our team will not be impacted by other ongoing projects in Arizona, and the key personnel we have assigned will be available to complete this Project within the allotted time frame. The current commitments of our team will allow them to successfully transition to this Project immediately upon NTP to begin preconstruction services.

Our core team of individuals will be involved from project kick-off through closeout. Tyler, Jeff, and John will lead preconstruction services, and will have the option to engage Jack and Jason as needed, to leverage their discipline expertise.

During construction, Jeff and John will work with the superintendents to ensure all ideas and VE enhancements captured during preconstruction are carried into construction, and Jim will continue to assist the team in keeping the project on schedule and within budget.

The continuity in our team between preconstruction and construction provides assurance to PMGAA that all innovation and schedule enhancement developed during preconstruction are executed during construction.

PULICE BENEFIT

Our team has experience working with PMGAA and understands the Authority's needs and processes. We are committed to partnering with Authority to find the best possible solutions, to maximizing funding, and to developing/refining the schedule as necessary to phase work in a manner that is advantageous to the Authority.

D-f. Proposed Subcontractors and Method of Selection

With our more than 65 years contracting projects in the valley, Pulice has an exceptional history working with subcontractors, including Small and/or Disadvantaged Business Enterprises (S/DBEs). Our subcontractor selection process is based on both qualifications and best value.

All subcontractors will be selected using a best value determination based on a demonstrated level of competence and price for each work package. Early in preconstruction, interested firms will be asked to complete a prequalification package that will be scored to ensure that they meet all quality, safety, and schedule requirements for their scope of work.

No subcontractors will be chosen based on price alone, and PMGAA will have approval of each selected subcontractor. This approach benefits the overall Project by capitalizing upon the unique skills and experiences of subcontracted team members to help optimize design while reducing cost, material and equipment, schedule, and safety risks from the Project.

Early Engagement

Our process to select subcontractors and suppliers early in the preconstruction phase will help confirm the design considers material/equipment availability and risk mitigation. Subcontractors will be engaged in preconstruction and will participate by evaluating costs, providing conceptual and detailed estimates, scheduling, and implications of alternative design systems and materials.



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

Board Action Item

Re: Resolution 24-33

To: Board of Directors
From: Bob Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Runway 12R-30L Reconstruction, Construction Administration Services – Kimley-Horn & Associates – CIP 1072
Date: August 20, 2024

Proposed Motion

To approve an Authorization of Services to provide Construction Administration Services with Kimley-Horn & Associates (Kimley-Horn) for the Runway 12R-30L Reconstruction Project in an amount not to exceed \$747,486.83 under CIP 1072 subject to grant funding.

Narrative

Due to the continued commercial aircraft usage and the age of the pavement, Runway 12R-30L has deteriorated to a pavement condition requiring extensive repairs and it has been recommended that a full reconstruction must be done to improve the pavement and subgrade strength. Runway 12R-30L is PMGAA's longest runway at 10,401 feet long and 150 feet wide and is primarily used for commercial service aircraft operations.

The Construction Administration Services will consist of construction support and observation of the reconstruction of a portion of the Runway 12R-30L Portland Cement Concrete (PCC) pavement section, including Asphalt Concrete (AC) pavement shoulder improvements, electrical/signage upgrades, grading and drainage improvements, and pavement marking of the entire runway and portions of the affected adjacent taxiway network.

In 2024, a Request for Qualifications, 2024-005-RFQ, for On-Call Engineering Services was issued. Kimley-Horn was one of two firms selected as the most qualified. In accordance with the terms of our agreement, C-20240076, Kimley-Horn worked with Airport staff to refine a Scope of Work for Construction Administration Services for the Runway 12R-30L Reconstruction project. The cost for these services was negotiated based upon the agreement fee schedule at a cost not to exceed \$747,486.83.

Fiscal Impact

This project is included in the FY25 Capital Budget utilizing FAA, ADOT and PMGAA Matching non-grant funds under CIP 1072.

Attachment(s): Authorization of Services



RESOLUTION NO. 24-33

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

WHEREAS the Authority desires to approve an Authorization of Services to provide Construction Administration Services with Kimley-Horn & Associates (Kimley-Horn) for the Runway 12R-30L Reconstruction Project in an amount not to exceed \$747,486.83 under CIP 1072 subject to grant funding;

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

The Board of Directors of the Authority hereby approves an Authorization of Services to provide Construction Administration Services with Kimley-Horn & Associates (Kimley-Horn) for the Runway 12R-30L Reconstruction Project in an amount not to exceed \$747,486.83 under CIP 1072 subject to grant funding. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



AUTHORIZATION OF SERVICES
Kimley-Horn & Associates, AOS 20240076 25-01

The signing of this Authorization (Agreement) by Phoenix-Mesa Gateway Airport Authority (PMGAA) and Kimley-Horn & Associates, 7740 N. 16th Street, Suite 300, Phoenix, AZ 85020 (“Kimley-Horn”), authorizes Kimley-Horn to carry-out and complete the services described below in consideration of the mutual covenants set forth below:

1. **PROJECT:** Runway 12R-30L Reconstruction Project CIP 1072.
2. **SCOPE OF WORK:** Perform and provide Construction Administration Services for the Runway 12R-30L Reconstruction Project. The Construction Administration Services will consist of construction support and observation of the reconstruction of a portion of the Runway 12R-30L Portland Cement Concrete (PCC) pavement section, including Asphalt Concrete (AC) pavement shoulder improvements, electrical/signage upgrades, grading and drainage improvements, and pavement marking of the entire runway and portions of the affected adjacent taxiway network.
3. **FEE FOR SERVICES:** The fee for services shall be based upon the attached scope of work, not to exceed Seven hundred forty-seven thousand, four hundred eighty-six dollars and eighty-three cents (\$747,486.83), utilizing FAA, ADOT and PMGAA Matching non-grant funds under CIP 1072, without the express written approval of PMGAA.
4. **AVAILABILITY OF PROJECT FUNDING:** The approval and continuation of this contract is subject to the availability of funds provided to, made available to, or appropriated by PMGAA for this purpose. In the event that funds are not available or appropriated for PMGAA’s payment requirements under this contract for the goods and/or services to be provided hereunder, PMGAA may terminate this contract by providing notice to the consultant of the lack of the availability of funds. The consultant acknowledges and agrees that one source of funding for this contract may be funds made available from the Federal Aviation Administration and/or Arizona Department of Transportation, and that this contract, its approval, and continuation, may be contingent on the availability of those funds being made to PMGAA.
5. **INCORPORATED:** The following documents are hereby incorporated with this Authorization of Services and made part thereof:

PMGAA Agreement 20240076 dated December 19, 2023.

6. **ATTACHED:** The following documents are attached to this Agreement and are incorporated herein by this reference made part thereof:

Scope and Fee Proposal dated May 2024.

PMGAA and Kimley-Horn & Associates acknowledge that they are in agreement with the terms and conditions as set forth in this Authorization.

APPROVED FOR PMGAA:

ACCEPTED FOR Kimley-Horn & Associates:

By: _____

By:  _____

Print: J. Brian O’Neill, A.A.E. _____

Print: Sterling Margotts _____

Title: Executive Director/CEO _____

Title: Sr. Vice President _____

Date: _____

Date: 7/23/24 _____



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

Board Action Item

Re: Resolution 24-34

To: Board of Directors
From: Art Montoya, Information Technology Director
Through: Chuck Odom, CFO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Technology Refresh – Desktop Computers and Laptops Phase 2, CIP 1288
Date: August 20, 2024

Proposed Motion

To authorize the procurement of Desktop Computers and Laptops from Dell Marketing, L.P. (Dell) in an amount not to exceed \$112,234.

Narrative

The Phoenix-Mesa Gateway Airport Authority's (PMGAA's) Information Technology Service (ITS) Department ensures the Airport's operation, compliance, and disaster recovery functionality relative to information technology industry standards. FY25 is slated to continue with prior fiscal years practice of desktop computer and laptop refresh replacement program per a pre-established schedule. Desktop computers and laptops are necessary components and play a vital role in business technology. As part of the strategic direction of the Airport, increased attention and commitment is being placed on providing essential technology systems and services to ensure cost effective support operations.

As a qualified member of the Arizona Department of Administration State Procurement Office (ADSPO), PMGAA is able to procure goods and services under state contracts that have been competitively bid. The State has currently contracted with Dell for computer hardware and support under contract CTR068890. It is under this contract that PMGAA will procure the desktops and laptops as well as the installation equipment. This contract is available upon request.

Fiscal Impact

This purchase is included in the FY25 Capital Improvement Projects and is funded under CIP 1288.

Attachment(s)

Quote



RESOLUTION NO. 24-34

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

WHEREAS the Authority desires to authorize the procurement of Desktop Computers and Laptops from Dell Marketing, L.P. (Dell) in an amount not to exceed \$112,234.00;

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

The Board of Directors of the Authority hereby authorizes the procurement of Desktop Computers and Laptops from Dell Marketing, L.P. (Dell) in an amount not to exceed \$112,234.00 This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Aug. 31, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote No.	3000179556405.2	Sales Rep	Robert Johnson
Total	\$112,233.65	Phone	(800) 456-3355, 80000
Customer #	22980627	Email	Robert.Johnson8@Dell.com
Quoted On	Aug. 01, 2024	Billing To	PAYABLE ACCOUNTS
Expires by	Aug. 31, 2024		PHOENIX-MESA GATEWAY
Contract Name	Dell NASPO Computer		AIRPORT
	Equipment PA - Arizona		5835 S SOSSAMAN RD
Contract Code	C000001124007		MESA, AZ 85212-6014
Customer Agreement #	23026 / CTR068890		
Deal ID	27381062		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Robert Johnson

Shipping Group

Shipping To	Shipping Method
BRIAN WALLACE PHOENIX-MESA GATEWAY AIRPORT 5835 S SOSSAMAN RD MESA, AZ 85212 (480) 988-7600	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Precision 3460 Small Form Factor	\$1,368.51	29	\$39,686.79
Mobile Precision 3590	\$1,671.84	34	\$56,842.56
Dell Thunderbolt 4 Dock- WD22TB4	\$223.12	34	\$7,586.08
Dell Pro Wireless Keyboard and Mouse KM5221W	\$36.24	34	\$1,232.16

Subtotal:	\$105,347.59
Shipping:	\$0.00
Non-Taxable Amount:	\$22,382.89
Taxable Amount:	\$82,964.70
Estimated Tax:	\$6,886.06

Total:	\$112,233.65
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Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



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of AI for your data

Take the first step in achieving
Generative AI success

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Shipping Group Details

Shipping To

BRIAN WALLACE
PHOENIX-MESA GATEWAY
AIRPORT
5835 S SOSSAMAN RD
MESA, AZ 85212
(480) 988-7600

Shipping Method

Standard Delivery

Precision 3460 Small Form Factor

Estimated delivery if purchased today:

Aug. 16, 2024

Contract # C000001124007

Customer Agreement # 23026 / CTR068890

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3460 SFF CTO BASE	210-BCTU	-	29	-
Intel Corei5 14th Gen 14600 (24 MB cache, 14 cores, 20 threads, 2.7 GHz to 5.2 GHz, 65W)	338-CPNX	-	29	-
HEATSINK for 65W CPU	412-AAZQ	-	29	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	29	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	29	-
Intel Management Engine with vPro	631-ADHJ	-	29	-
Intel Rapid Storage Technology Driver, Precision 3460	409-BCWM	-	29	-
32 GB: 2 x 16 GB, DDR5, 5600MT/s, SO-DIMM, ECC	370-BBXZ	-	29	-
Intel Integrated Graphics only	490-BBBS	-	29	-
C1 SSD Boot + SSD	449-BBYR	-	29	-
Integrated Intel SATA Controller	403-BBCE	-	29	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BNBY	-	29	-
Thermal Pad for 3460 SFF SSD	412-AAZZ	-	29	-
No Hard Drive	400-AKZR	-	29	-
No Hard Drive	400-AKZR	-	29	-
No Hard Drive	400-AKZR	-	29	-
No Hard Drive	400-AKZR	-	29	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	29	-
Bezel ODD	429-ABKH	-	29	-
CMS Essentials DVD no Media	658-BBTV	-	29	-
No SATA RAID	780-BBCJ	-	29	-
Precision 3460 SFF with 300W (80 Plus Platinum) PSU, RPL-R compatible	321-BKYG	-	29	-
No Media Card Reader	385-BBBL	-	29	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	29	-
Internal Wi-Fi Antenna	555-BHHG	-	29	-
Intel Wi-Fi 6/6E (6GHz) AX211 2x2 Bluetooth 5.3 Wireless Card	555-BHHI	-	29	-

Unit Price **Quantity** **Subtotal**
\$1,368.51 **29** **\$39,686.79**

Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	29	-
Mouse included with Keyboard	570-AADI	-	29	-
ENERGY STAR Qualified	387-BBLW	-	29	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	29	-
Dell Precision TPM	340-ACBY	-	29	-
WLAN Intel AX211 wireless card driver	555-BHPO	-	29	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	29	-
Quick Setup Guide, Precision 3460	340-CYUT	-	29	-
Shipping Material (DAO)	340-CBUU	-	29	-
Shipping Material	340-CQYR	-	29	-
Precision 3460 Plat Reg Label DAO	389-ECXZ	-	29	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	29	-
Internal Speaker	520-AARD	-	29	-
Additional Software	658-BFRV	-	29	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	29	-
Custom Configuration	817-BBBB	-	29	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	29	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-2860	-	29	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-2869	-	29	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-2878	-	29	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6821	-	29	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	29	-

Unit Price	Quantity	Subtotal
\$1,671.84	34	\$56,842.56

Mobile Precision 3590

Estimated delivery if purchased today:
Aug. 21, 2024
Contract # C000001124007
Customer Agreement # 23026 / CTR068890

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3590	210-BLMZ	-	34	-
Intel Core Ultra 5 125H vPro Essentials (18 MB cache, 14 cores, 18 threads, up to 4.50 GHz, 28W)	379-BFPP	-	34	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	34	-
Intel Core Ultra 5 125H Processor and Intel Integrated Graphics	329-BKDM	-	34	-
Intel vPro Management Disabled	631-BBWP	-	34	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	34	-
Intel Graphics or Intel Arc Pro Graphics	490-BKBZ	-	34	-
15.6" FHD 1920x1080, 60Hz, 250 nits, Non-Touch, FHD HDR IR Camera, Mic, WLAN	391-BJCF	-	34	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	34	-
32 GB: 1 x 32 GB, DDR5, 5600 MT/s, non-ECC	370-BBYG	-	34	-
256GB, M.2 2230, Gen4 PCIe NVMe, SSD, Class 35	400-BRHV	-	34	-

No Additional Hard Drive	401-AAGM	-	34	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	34	-
Single Pointing, No Security	346-BKTS	-	34	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (WiFi 802.11ax), Bluetooth	555-BKND	-	34	-
3 Cell, 42WHr, Long Lifecycle Battery, 3-year warranty	451-BDBM	-	34	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	34	-
ENERGY STAR Qualified	387-BBLW	-	34	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	34	-
E4 Power Cord 1M for US	537-BBDO	-	34	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	34	-
Intel AX211 WLAN Driver	555-BKQC	-	34	-
Packaging for 65W Adapter	340-DQMR	-	34	-
Custom Configuration	817-BBBB	-	34	-
Intel® Core™ Ultra 5 non-vPro Processor Label	340-DMPY	-	34	-
Dell Additional Software	658-BFPP	-	34	-
Quick setup guide for world wide	340-DMRZ	-	34	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-1069	-	34	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091	-	34	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	34	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137	-	34	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067	-	34	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	34	-
Intel(R) Rapid Storage Technology Driver	409-BCXX	-	34	-

Unit Price	Quantity	Subtotal
\$223.12	34	\$7,586.08

Dell Thunderbolt 4 Dock- WD22TB4

Estimated delivery if purchased today:
Aug. 07, 2024
Contract # C000001124007
Customer Agreement # 23026 / CTR068890

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	34	-
Advanced Exchange Service, 3 Years	872-8550	-	34	-
Dell Limited Hardware Warranty	872-8557	-	34	-

Unit Price	Quantity	Subtotal
\$36.24	34	\$1,232.16

Dell Pro Wireless Keyboard and Mouse KM5221W

Estimated delivery if purchased today:
Aug. 07, 2024
Contract # C000001124007
Customer Agreement # 23026 / CTR068890

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Wireless Keyboard and Mouse - KM5221W	580-AJIS	-	34	-

Subtotal:	\$105,347.59
Shipping:	\$0.00
Estimated Tax:	\$6,886.06
<hr/>	
Total:	\$112,233.65

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



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

Board Action Item

Resolution 24-35

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: CIP 0965- Wheel Loader Replacement
Date: August 20, 2024

Proposed Motion

To authorize the purchase of one new wheel loader from Earhart Tractor and Equipment Company (Earhart), a division of Bingham Equipment, in an amount not to exceed \$217,678.77.

Narrative

Phoenix Mesa Gateway Airport Authority's Airfield Maintenance Department utilizes a wheel loader for heavy equipment functions including airfield erosion repairs, relocation and dispensing of bulk raw materials (dirt/asphalt debris/aggregate), and relocation of concrete barriers throughout the Airport property as needed.

The Airport's existing loader, a 1994 John Deere unit has reached the end of its useful life cycle along with increasing maintenance costs. The replacement unit, a 2024 Hyundai HL955A, provides increased operator efficiency, lower operating costs, modern safety features such as operator protections from heat/cold, and improved environmental compliance.

PMGAA is a member of the Sourcewell cooperative organization. Under Sourcewell, Earhart, through Bingham Equipment, in partnership with Hyundai, was awarded Contract #011723-HCE and it is through this selection that PMGAA will utilize Earhart to purchase the wheel loader. This contract is available upon request. The not to exceed amount includes City of Mesa Use Tax.

Fiscal Impact

This purchase is included in the FY25 capital budget and is funded with non-grant funds as CIP 0965.

Attachment(s)

Quote



RESOLUTION NO. 24-35

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

WHEREAS the Authority desires to authorize the purchase of one new wheel loader from Earhart Tractor and Equipment Company (Earhart), a division of Bingham Equipment, in an amount not to exceed \$217,678.77;

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

The Board of Directors of the Authority hereby authorizes the purchase of one new wheel loader from Earhart Tractor and Equipment Company (Earhart), a division of Bingham Equipment, in an amount not to exceed \$217,678.77. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

Earhart

Tractor and Equipment Company

4350 S. Palo Verde Blvd
Tucson, Arizona 85714
Phone (520) 889-6396
www.earhartequipment.com

Remit to: 1655 South Country Club Dr., Mesa, AZ 85210

Ship to: IN STORE PICKUP

Invoice to: PHX-Mesa Gateway Airport
5835 S Sossaman Rd
Mesa AZ 85212

Branch 14 - Earhart		
Date 06/06/2024	Time 14:33:11 (O)	Page 2
Account No. WILLI023	Phone No. 4809887600	Quote No. 002445
Ship Via Our Truck	Purchase Order QUOTE ONLY	
999		Salesperson Shaun Spilsbury
		1SD

Sales Quote

Description	** Q U O T E **	EXPIRY DATE: 08/31/2024	Amount
LABOR SALES	1	4500.00	4500.00
		Subtotal:	202016.90
		AZ STATE TAX:	10668.95
		PIMA County:	952.58
		Quote Total:	213638.43

Authorization: _____

THANK YOU

SIGNED X _____

SIGNED X _____

The buyer represents that he owns the above Trade-in equipment free and clear of any encumbrance except that indicated payable to: _____, in the amount of: _____

SIGNED X _____

If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

STATEMENT CONCERNING WARRANTIES

Except for expressed warranties made by the manufacturer of goods, THERE ARE NO WARRANTIES, EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANICALITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No warranty whatsoever is made on any used, second-hand, altered or rebuilt goods. Such goods are sold "AS IS".



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

Board Action Item

Re: Resolution 24-36

To: Board of Directors
From: Lori Collins, Business Development Director
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: SkyBridge Arizona Master Lease Adjustment Amendment – Termination of SkyB Lot 118-A Development Lease and return to Master Lease
Date: August 20, 2024

Proposed Motion

To authorize the termination of the SkyB Lot 118-A Development Lease and to concurrently return Lot 118-A to the Master Lease Agreement.

Narrative

The Phoenix-Mesa Gateway Airport Authority (“PMGAA”) and Mesa SkyBridge, LLC (“SkyBridge”) entered into a Master Lease Agreement on April 1, 2018, for the approximately 360-acres located at the southeast corner of Sossaman Road and Velocity Way (“Property”). The Master Lease transferred leasehold control of the Property to SkyBridge but did not convey vertical development rights. As part of the Master Lease, PMGAA and SkyBridge agreed to “spin out” property from the Master Lease into Development Leases as projects became ready for vertical development.

The Development Lease for Lot 118-A was approved on May 16, 2023. SkyBridge had proposed to build two buildings collectively consisting of 5,529 SF on approximately 2.11 acres however that project is no longer moving forward. SkyBridge has requested to terminate the Development Lease for Lot 118-A and have Lot 118-A restored to the Master Lease. Once returned to the Master Lease, the Rentable Premises is 12,966,281.2 square feet.

Agreement and Rate

With the Termination of the Lot 118-A Development Lease and in accordance with Section 2.2.1 of the Lease, Lessee shall pay to Lessor an amount equal to the Base Rent that would have otherwise been due and payable for the Development Parcel commencing with the date the Development Parcel was removed from the Master Lease and ending with the date of Lessee’s election to terminate the Development Lease. The parties agree that amount is THREE THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS AND 40/100 CENTS (\$3,446.40). In addition, Lessee shall reimburse Lessor for reasonable negotiation costs and expenses. The parties agree that amount is SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$765.00). Both are payable within TEN (10) days after execution.

Attachment(s)

Termination Agreement Lot 118-A Development Lease; Master Lease Adjustment Amendment



RESOLUTION NO. 24-36

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

WHEREAS the Authority desires to authorize the termination of the SkyB Lot 118-A Development Lease and to concurrently return Lot 118-A to the Master Lease Agreement;

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

The Board of Directors of the Authority hereby authorizes the termination of the SkyB Lot 118-A Development Lease and to concurrently return Lot 118-A to the Master Lease Agreement. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

TERMINATION AGREEMENT

(Lot 118-A Development Lease)

THIS TERMINATION AGREEMENT (“**Termination Agreement**”) by and between **PHOENIX-MESA GATEWAY AIRPORT AUTHORITY**, a joint powers airport authority authorized and existing under the laws of the State of Arizona (“**Lessor**”) and **SKYB LOT 118 LLC**, an Arizona limited liability company (“**Lessee**”) is effective as of the 1st day of September, 2024 (“**Termination Date**”).

RECITALS:

A. Lessor and Lessee entered into that certain Development Lease, dated effective June 1, 2023 (“**Lease**”) with respect to the Premises (known as Lot 118-A) as described in the Lease.

B. Lessee now desires to terminate the Lease, and Lessor desires to accept the surrender of the Premises and terminate the Lease, all on the terms and conditions set forth in this Termination Agreement.

AGREEMENT:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Capitalized Terms/Definitions. Each capitalized term used in this Amendment and not defined herein shall be deemed to have the same meaning ascribed to it in the Lease.

2. Termination of Lease. Lessor and Lessee hereby acknowledge and agree that as of the Termination Date, the Lease and every provision thereof shall terminate and be of no further force or effect. As of the Termination Date, neither Lessor nor Lessee shall have any rights, obligations and/or liabilities under the Lease unless such right, obligation, or liability expressly survives the termination of the Lease pursuant to the terms of the Lease. All rents and other charges, if any, paid pursuant to the Lease, shall be paid and prorated as of the Termination Date.

3. Binding Effect; Counterparts. This Termination Agreement may be executed in any number of counterparts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Applicable Law. This Termination Agreement shall be construed in accordance with the laws of the State of Arizona.

5. Effectiveness of Agreement. If, concurrently with execution of this Termination Agreement, Lessor and Mesa Skybridge LLC, an Arizona limited liability company, do not mutually execute an Adjustment Amendment to Master Lease to reinstate Lot 118-A in the Master Lease dated April 1, 2018 between Lessor and Mesa SkyBridge LLC, this Termination Agreement shall be null and void.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Termination Agreement as of the Termination Date.

LESSOR:

LESSEE:

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, an Arizona joint powers airport authority

SKYB LOT 118 LLC, an Arizona Limited Liability Company

By: _____
J. Brian O'Neill, A.A.E.
Executive Director/CEO

By: _____
Felipe Monroy Torres
Manager

ADJUSTMENT AMENDMENT TO MASTER LEASE

(Reincluding Lot 118-A)

THIS ADJUSTMENT AMENDMENT TO MASTER LEASE (“**Amendment**”) is effective as of the 1st day of September, 2024 by and between **PHOENIX-MESA GATEWAY AIRPORT AUTHORITY**, a joint powers airport authority authorized and existing under the laws of the State of Arizona (“**Lessor**”), and **MESA SKYBRIDGE LLC**, an Arizona limited liability company (“**Lessee**”). Lessor and Lessee may be referred to jointly as “**Parties**,” and each separately may be referred to as a “**Party**.”

RECITALS

A. Lessor and Lessee are parties to that certain Master Lease dated April 1, 2018 (as amended, “**Lease**”) covering certain property commonly known as Gateway Aerospace Park at the Phoenix-Mesa Gateway Airport, which property is more particularly described in the Lease, and referred to in the Lease and in this Amendment as “**Property**.”

B. In accordance with the Lease, Development Parcel Lot 118-A was removed from the Lease and subjected to Development Lease No. 007 dated effective June 1, 2023, and Development Lease No. 007 is being terminated concurrently herewith by mutual agreement of the parties thereto by a Termination Agreement dated effective as of September 1, 2024.

C. The Parties desire to modify the Lease to reinclude Development Parcel Lot 118-A as part of the Property in accordance with Section 2.2.1 of the Lease.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Recitals. The above recitals are hereby confirmed as true and correct and are reaffirmed herein.
2. Base Rent Payment. Within TEN (10) days after the effective date hereof, Lessee shall pay to Lessor an amount equal to the Base Rent that would have otherwise been due and payable for Development Parcel Lot 118-A in accordance with the Lease commencing with the date Development Parcel Lot 118-A was initially removed from the Property in accordance with Section 2.1 of the Lease and ending with the date of termination of Development Lease No. 007. The Parties agree that such amount is THREE THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS AND 40/100 CENTS (\$3,446.40).
3. Reimbursement. Within TEN (10) days after the effective date hereof, Lessee shall reimburse Lessor for any and all reasonable Development Lease negotiation costs and expenses. The Parties agree that such amount is SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$765.00).
4. Property Adjustment. Development Parcel Lot 118-A, as described in **EXHIBIT A**, is hereby added to the Lease and to the Rentable Premises of the Property. As of the date of this Amendment, after adding Lot 118-A to the Lease, the Rentable Premises is 12,966,281.2 square feet.
5. Miscellaneous.
 - (a) Capitalized Terms/Definitions. Each capitalized term used in this Amendment and not defined herein shall be deemed to have the same meaning ascribed to it in the Lease.

(b) Continuing Effect. Except as specifically provided in this Amendment, the provisions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the Lease and this Amendment, this Amendment shall control.

(c) Authority. Each person executing this Amendment on behalf of a Party represents and warrants that it has the full power, authority, and legal right to execute and deliver this Amendment on behalf of such Party and that this Amendment constitutes the legal, valid and binding obligations of such Party, its heirs, representatives, successors and assigns, enforceable against such Party or Parties in accordance with its terms.

(d) Counterparts. To facilitate execution of this Amendment, this Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Amendment delivered electronically by e-mail shall have the effect of an original, executed instrument. All counterparts of this Amendment shall collectively constitute a single instrument; but, in making proof of this Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto. It shall not be necessary for the signature of, or on behalf of, each Party hereto, or that the signature of all persons required to bind any such Party appear on each counterpart of this Amendment.

6. Effectiveness of Agreement. If, concurrently with execution of this Amendment, Lessor and SkyB Lot 118 LLC, an Arizona limited liability company, do not execute the Termination Agreement referenced in Recital B above, this Amendment shall be null and void.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

LESSOR:

**PHOENIX-MESA GATEWAY AIRPORT
AUTHORITY**, an Arizona joint powers airport authority

By: _____

J. Brian O'Neill, A.A.E.
Executive Director/CEO

LESSEE:

MESA SKYBRIDGE LLC, an Arizona limited liability company

By: _____

Felipe Monroy Torres
CEO

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

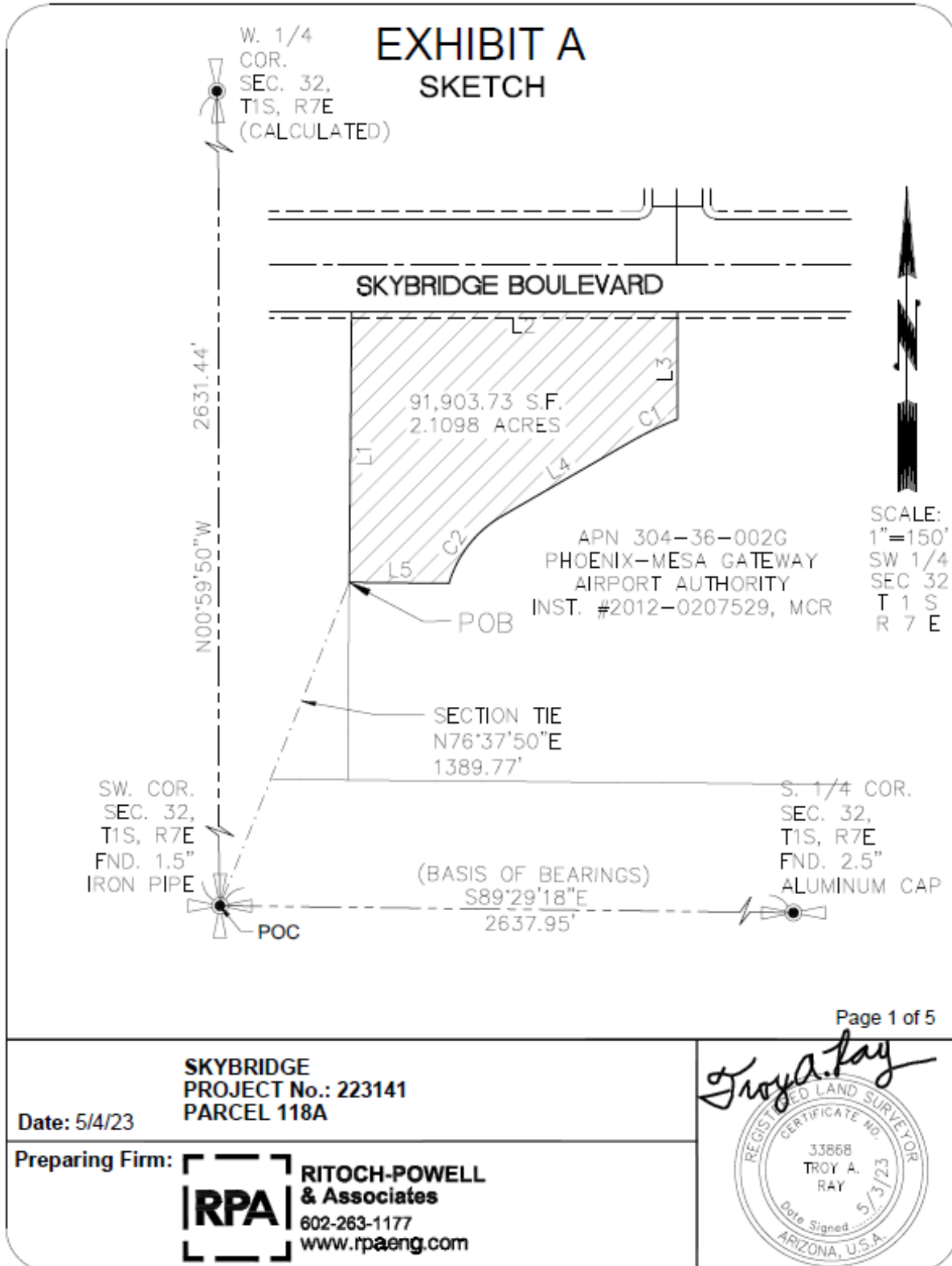


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A
TABLES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°30'21"E	319.69'
L2	N90°00'00"W	384.85'
L3	S0°00'00"E	126.86'
L4	S60°00'00"W	174.82'
L5	N89°29'39"W	117.84'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHD BRNG
C1	8°27'37"	420.00'	62.02'	S64°13'49"W
C2	43°31'43"	136.49'	103.70'	S38°14'11"W

SKYBRIDGE
PROJECT No.: 223141
PARCEL 118A

Date: 5/4/23

Preparing Firm:



**RITTOCH-POWELL
& Associates**
602-263-1177
www.rpaeng.com



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT TRACT AS CONVEYED TO PHOENIX-MESA GATEWAY AIRPORT AUTHORITY BY DEED OF RECORD IN INSTRUMENT NUMBER 2012-0207529, MARICOPA COUNTY RECORDS (MCR) AND AS SHOWN ON THAT ALTA/NSPS LAND TITLE SURVEY PREPARED BY HUNTER ENGINEERING STAMPED AND SIGNED BY JERRY D. HEATH JR. ON 4/30/2018 AND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA & SALT RIVER MERIDIAN, CITY OF MESA, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32 (FND 1.5" IRON PIPE) FROM WHICH POINT THE SOUTH QUARTER CORNER THEREOF (2.5" AL CAP) BEARS SOUTH 89 DEGREES 29 MINUTES 18 SECONDS EAST A DISTANCE OF 2637.95 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 50 SECONDS EAST, A DISTANCE OF 1389.77 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 30 MINUTES 21 SECONDS EAST A DISTANCE OF 319.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SKYBRIDGE BOULEVARD;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE , A DISTANCE OF 384.85 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 126.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEARS SOUTH 21 DEGREES 32 MINUTES 23 SECONDS EAST;

THENCE SOUTHWESTERLY 62.02 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT , HAVING A RADIUS OF 420.00 FEET, THROUGH A CENTRAL ANGLE OF 8 DEGREES 27 MINUTES 37 SECONDS AND A CHORD BEARING SOUTH 61 DEGREES 13 MINUTES 49 SECONDS WEST;

THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 174.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH 29 DEGREES 59 MINUTES 58 SECONDS EAST;

THENCE SOUTHWESTERLY 103.70 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 136.49 FEET, THROUGH A CENTRAL ANGLE OF 43 DEGREES 31 MINUTES 43 SECONDS AND A CHORD BEARING SOUTH 38 DEGREES 14 MINUTES 11 SECONDS WEST;

THENCE NORTH 89 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 117.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 91,903.73 SQUARE FEET OR 2.1098 ACRES OF LAND, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 89 DEGREES 29 MINUTES 18" SECONDS EAST FOR THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA & SALT RIVER MERIDIAN, CITY OF MESA, MARICOPA COUNTY, ARIZONA AS DETERMINED BY GPS DATA COLLECTION PERFORMED IN THE FIELD.

Page 3 of 5

SKYBRIDGE
PROJECT No.: 223141
PARCEL 118A
Date: 5/4/23

Preparing Firm:  **RITOCH-POWELL & Associates**
602-263-1177
www.rpaeng.com



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A
CLOSURE

SEGMENT #1 : LINE

COURSE: N0° 30' 21"E LENGTH: 319.69'
NORTH: 834842.2223' EAST: 776965.6902'

SEGMENT #2 : LINE

COURSE: N90° 00' 00"E LENGTH: 384.85'
NORTH: 834842.2223' EAST: 777350.5402'

SEGMENT #3 : LINE

COURSE: S0° 00' 00"E LENGTH: 126.86'
NORTH: 834715.3623' EAST: 777350.5402'

SEGMENT #4 : CURVE

LENGTH: 62.02' RADIUS: 420.00'
DELTA: 8°27'37" TANGENT: 31.07'
CHORD: 61.96' COURSE: S64° 13' 49"W
COURSE IN: S21° 32' 23"E COURSE OUT: N30° 00' 00"W
RP NORTH: 834324.6937' EAST: 777504.7416'
END NORTH: 834688.4244' EAST: 777294.7416'

SEGMENT #5 : LINE

COURSE: S60° 00' 00"W LENGTH: 174.82'
NORTH: 834601.0144' EAST: 777143.3431'

SEGMENT #6 : CURVE

LENGTH: 103.70' RADIUS: 136.49'
DELTA: 43°31'43" TANGENT: 54.49'
CHORD: 101.22' COURSE: S38° 14' 11"W
COURSE IN: S29° 59' 58"E COURSE OUT: N73° 31' 41"W
RP NORTH: 834482.8099' EAST: 777211.5869'
END NORTH: 834521.5111' EAST: 777080.6986'

SKYBRIDGE
PROJECT No.: 223141
PARCEL 118A
Date: 5/4/23

Preparing Firm:  RITOCH-POWELL
& Associates
602-263-1177
www.rpaeng.com



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A
CLOSURE (CONTINUED)

SEGMENT #7 : LINE

COURSE: N89° 29' 39"W LENGTH: 117.84'
NORTH: 834522.5514' EAST: 776962.8632'

PERIMETER: 1289.77
AREA: 91,903.73 SQ. FT. (2.1098 ACRES)
ERROR CLOSURE: 0.0081 COURSE: N34° 54' 24"W
ERROR NORTH: 0.00667 EAST: -0.00466

PRECISION 1: 159230.86

SKYBRIDGE
PROJECT No.: 223141
PARCEL 118A
Date: 5/4/23

Preparing Firm:  **RITTOCH-POWELL & Associates**
602-263-1177
www.rpaeng.com





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

Board Action Item

Re: Resolution 24-37

To: Board of Directors
From: Lori Collins, Business Development Director
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Mesa SkyBridge, LLC – Adjustment Amendment Master Lease Phase 1 Right of Way
Date: August 20, 2024

Proposed Motion

To authorize the Adjustment Amendment to the Master Lease with Mesa SkyBridge, LLC to remove SkyBridge Blvd., International Way and Peak Air Circle from the Lease and the Rentable Premises of the Property.

Narrative

The Phoenix-Mesa Gateway Airport Authority (“PMGAA”) and Mesa SkyBridge, LLC (“SkyBridge”) entered into a Master Lease Agreement on April 1, 2018 for approximately 360-acres located at the southeast corner of Sossaman Road and Velocity Way (“Property”). SkyBridge is responsible for delivering 100% of the Horizontal Improvements needed to support the Project. In accordance with Section 2.4 of the Master Lease Agreement, public streets or other public improvements that are constructed by SkyBridge and are inspected and approved by the City of Mesa, may be removed from the Master Lease.

SkyBridge has completed Phase 1 of the infrastructure improvements and on March 14, 2024, the City of Mesa was granted a permanent easement for public utilities, facilities, and right-of-way. Approximately 518,511.26 square feet of the Property incorporates roadway and utility improvements that serve the property. PMGAA Staff recommends approving the Adjustment Amendment to the Master Lease to remove the 518,511.26 square feet comprising Skybridge Boulevard, International Way and Peak Air Circle, from the Property listed in the Master Lease. Once removed from the Master Lease, the Rentable Premises is 12,447,769.9 square feet.

Attachment(s)

Master Lease Adjustment Amendment



RESOLUTION NO. 24-37

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

WHEREAS the Authority desires to authorize the Adjustment Amendment to the Master Lease with Mesa SkyBridge, LLC to remove SkyBridge Blvd., International Way and Peak Air Circle from the Lease and the Rentable Premises of the Property;

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

The Board of Directors of the Authority hereby authorizes the Adjustment Amendment to the Master Lease with Mesa SkyBridge, LLC to remove SkyBridge Blvd., International Way and Peak Air Circle from the Lease and the Rentable Premises of the Property. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

ADJUSTMENT AMENDMENT TO MASTER LEASE

(Removing SkyBridge Blvd., International Way and Peak Air Circle)

THIS ADJUSTMENT AMENDMENT TO MASTER LEASE (“**Amendment**”) is effective as of the 1st day of September, 2024 by and between **PHOENIX-MESA GATEWAY AIRPORT AUTHORITY**, a joint powers airport authority authorized and existing under the laws of the State of Arizona (“**Lessor**”), and **MESA SKYBRIDGE LLC**, an Arizona limited liability company (“**Lessee**”). Lessor and Lessee may be referred to jointly as “**Parties**,” and each separately may be referred to as a “**Party**.”

RECITALS

A. Lessor and Lessee are parties to that certain Master Lease dated April 1, 2018 (as amended, “**Lease**”) covering certain property commonly known as Gateway Aerospace Park at the Phoenix-Mesa Gateway Airport, which property is more particularly described in the Lease, and referred to in the Lease and in this Amendment as “**Property**.”

B. The Parties desire to modify the Lease to remove certain portions of the Property which have been improved with a public street other public improvement inspected and approved by the City, in accordance with Section 2.4 of the Lease.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Recitals. The above recitals are hereby confirmed as true and correct and are reaffirmed herein.
2. Property Adjustment. The portion of the Property comprising Skybridge Boulevard, International Way, and Peak Air Circle, as described in **EXHIBIT A**, is hereby removed from the Lease, the Property, and from the Rentable Premises. As of the date of this Amendment, after removing Skybridge Boulevard, International Way, and Peak Air Circle from the Lease, the Rentable Premises is 12,447,769.9 square feet.
3. Miscellaneous.
 - (a) Capitalized Terms/Definitions. Each capitalized term used in this Amendment and not defined herein shall be deemed to have the same meaning ascribed to it in the Lease.
 - (b) Continuing Effect. Except as specifically provided in this Amendment, the provisions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the Lease and this Amendment, this Amendment shall control.
 - (c) Authority. Each person executing this Amendment on behalf of a Party represents and warrants that it has the full power, authority, and legal right to execute and deliver this Amendment on behalf of such Party and that this Amendment constitutes the legal, valid and binding obligations of such Party, its heirs, representatives, successors and assigns, enforceable against such Party or Parties in accordance with its terms.
 - (d) Counterparts. To facilitate execution of this Amendment, this Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Amendment delivered electronically by e-mail shall have the effect of an original, executed instrument. All counterparts of this Amendment shall collectively constitute a single instrument; but, in making proof of this Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto. It shall not be necessary for the signature of, or on behalf of, each Party hereto, or that the signature of all persons required to bind any such Party appear on each counterpart of this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

LESSOR:

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY,
an Arizona joint powers airport authority

By: _____

J. Brian O'Neill, A.A.E.
Executive Director/CEO

LESSEE:

MESA SKYBRIDGE LLC, an Arizona limited liability
company

By: _____

Felipe Monroy Torres
CEO

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

#2024 0150

Unofficial
20 Document

When Recorded Return To:

R2
Yo

City of Mesa
Real Estate Services/Engineering
P.O. Box 1466
Mesa, Arizona 85251-1466

For Recorder's Use

**EASEMENT FOR PUBLIC UTILITIES, FACILITIES
AND ROADWAY PURPOSES**

For valuable consideration, PHOENIX MESA GATEWAY AIRPORT AUTHORITY, an Arizona joint powers airport authority, formerly known as, WILLIAMS GATEWAY AIRPORT AUTHORITY, an Arizona joint powers airport authority ("GRANTOR") hereby grants to the CITY OF MESA, a municipal corporation, ("GRANTEE") its successors, and assigns, a permanent easement for public utilities, facilities, and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, regrade, level, fill, drain, pave, elevate, build, maintain, repair and rebuild including changing the grade, a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts together with said public utilities and facilities as may be necessary, on, over, under, and across the ground embraced within the easement situated in the City of Mesa, County of Maricopa, State of Arizona, and described as follows:

SEE EXHIBIT "A" ATTACHED

To have and to hold the easement for Public Utilities, Facilities, and Roadway purposes unto the CITY OF MESA and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of such public roadway and all incidents thereto, and for installation, maintenance and repair of the utility facilities, together with the right to authorize, permit, and license the use thereof for utilities, telecommunications or other public purposes not inconsistent with its primary use as a roadway and public utilities and facilities easement.

By signature below, the CITY OF MESA accepts the easement and agrees to undertake operation and maintenance of its utilities and the roadway, including without limitation, installation, maintenance, repair and replacement of all pavement surfaces, installation, maintenance, repair and replacement of traffic management devices, and provision of emergency response and traffic control enforcement, all as deemed necessary in the sole discretion of the CITY OF MESA for the duration of the easement. The CITY OF MESA shall be solely responsible for the foregoing operation and maintenance and all other matters pertaining to its utilities, facilities, and the roadway.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

The easement includes the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over the right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of the public roadway.

There is reserved to GRANTOR and its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the right-of-way, which shall include the right to cause in the airspace any noise inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in or through the airspace of the Phoenix Mesa Gateway Airport.

The CITY OF MESA shall not erect or permit the erection of any structure or building, nor permit the growth of any tree on the premises, or any other obstruction, that exceeds the height requirements contained in 14 CFR Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of the airport control tower.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to GRANTOR, its heirs or assigns.

Dated this 14th day of March, 2024.

GRANTOR:

Unofficial Document
PHOENIX MESA GATEWAY AIRPORT
AUTHORITY, an Arizona joint powers airport
authority, formerly known as, WILLIAMS
GATEWAY AIRPORT AUTHORITY, an Arizona
joint powers airport authority

By: [Signature]
Name: J. Brian O'Neill
Title: Executive Director / CEO

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 14th day of March, 2024, by J. Brian O'Neill, the Executive Director / CEO of Phoenix Mesa Gateway Airport Authority, on behalf of the Airport Authority.

[Signature]
Notary Public (signature)

My Commission Expires 9/12/2027

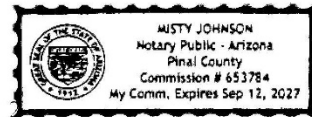


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

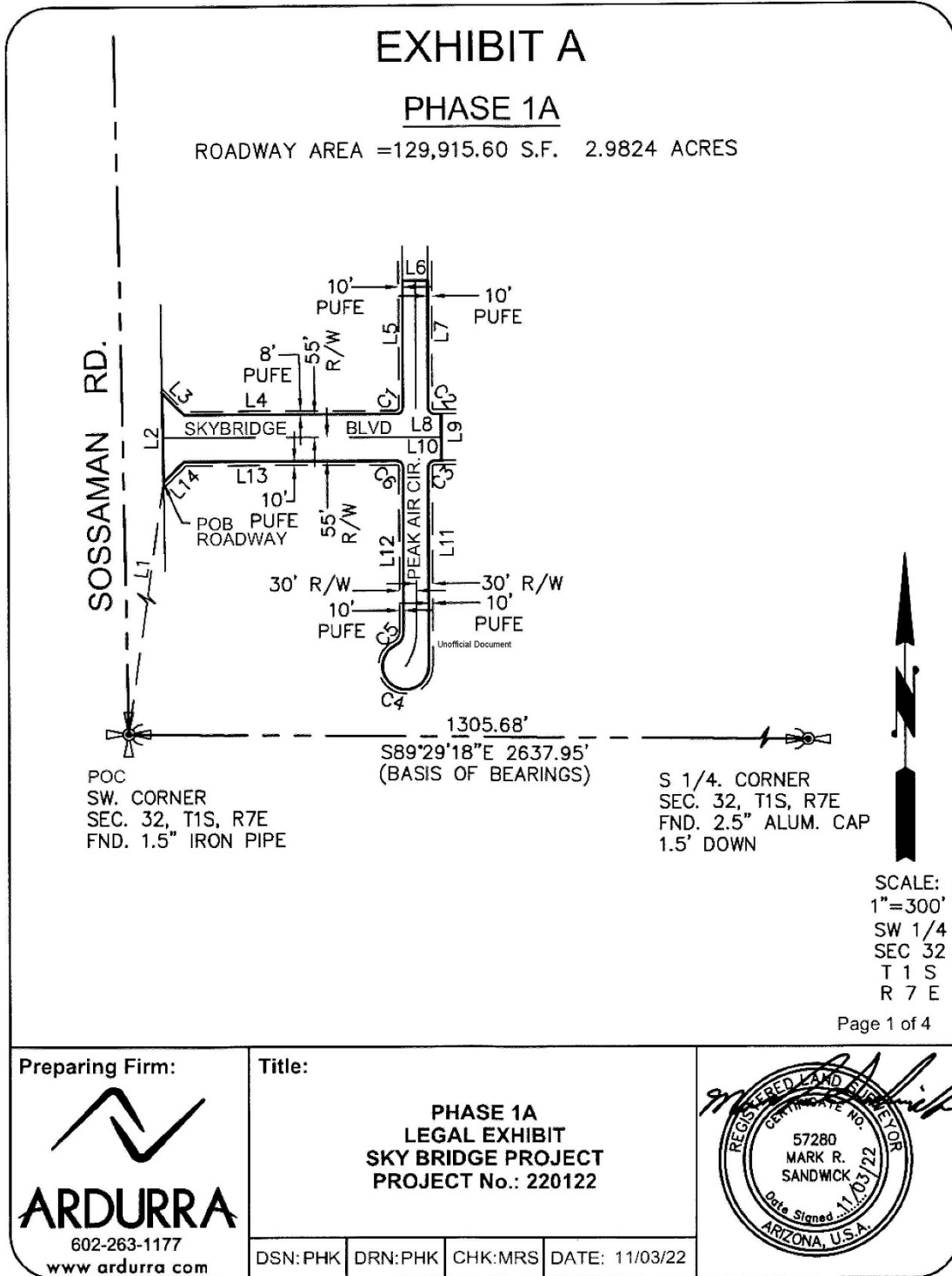


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

EXHIBIT A

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N08°09'06"E	599.17'	L8	N90°00'00"E	16.00'
L2	N00°45'31"W	208.60'	L9	S00°00'00"E	110.00'
L3	S45°00'00"E	71.66'	L10	N90°00'00"W	16.00'
L4	N90°00'00"E	504.79'	L11	S00°00'00"E	466.87'
L5	N00°00'00"W	298.56'	L12	N00°00'00"E	386.25'
L6	N90°00'00"E	60.00'	L13	N90°00'00"W	504.79'
L7	S00°00'00"E	298.56'	L14	S45°00'00"W	67.75'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BRG
C1	90°00'00"	15.00'	23.56'	21.21'	N45°00'00"E
C2	90°00'00"	15.00'	23.56'	21.21'	S45°00'00"E
C3	90°00'00"	15.00'	23.56'	21.21'	S45°00'00"W
C4	243°36'44"	55.00'	233.85'	93.48'	N58°11'38"W
C5	63°36'44"	35.00'	38.86'	36.89'	N31°48'22"E
C6	90°00'00"	15.00'	23.56'	21.21'	N45°00'00"W

Page 2 of 4

Preparing Firm:



ARDURRA
602-263-1177
www.ardurra.com

Title:

**PHASE 1A
LEGAL EXHIBIT
SKY BRIDGE PROJECT
PROJECT No.: 220122**

DSN: PHK	DRN: PHK	CHK: MRS	DATE: 11/03/22
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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THAT TRACT AS CONVEYED TO PHOENIX-MESA GATEWAY AIRPORT AUTHORITY BY DEED OF RECORD IN INSTRUMENT NO. 2012-0207529, MARICOPA COUNTY RECORDS AND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF MESA, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32 (1.5" IRON PIPE) FROM WHICH POINT THE SOUTH QUARTER CORNER THEREOF (2.5" ALUMINUM CAP 1.5' BELOW GROUND) BEARS S89°29'18"E A DISTANCE OF 2637.95 FEET;

THENCE N08°09'06"E A DISTANCE OF 599.17 FEET TO THE POINT OF BEGINNING;

THENCE N00°45'31"W A DISTANCE OF 208.60 FEET;

THENCE S45°00'00"E A DISTANCE OF 71.66 FEET;

THENCE N90°00'00"E A DISTANCE OF 504.79 FEET;

THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF N45°00'00"E;

THENCE N00°00'00"W A DISTANCE OF 298.56 FEET;

THENCE N90°00'00"E A DISTANCE OF 60.00 FEET;

THENCE S00°00'00"E A DISTANCE OF 298.56 FEET;

Unofficial Document

THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF S45°00'00"E;

THENCE N90°00'00"E A DISTANCE OF 16.00 FEET;

THENCE S00°00'00"E A DISTANCE OF 110.00 FEET;

THENCE N90°00'00"W A DISTANCE OF 16.00 FEET;

THENCE 23.56 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.00 THROUGH A CENTRAL ANGLE 90°00'00", CHORD BEARING S45°00'00"W;

Page 3 of 4

Preparing Firm:



Title:

PHASE 1A
LEGAL EXHIBIT
SKY BRIDGE PROJECT
PROJECT No.: 220122



DSN:PHK DRN:PHK CHK:MRS DATE: 11/03/22

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

EXHIBIT A

THENCE S0°00'00"E A DISTANCE OF 466.87 FEET;

THENCE 233.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 243°36'44" AND A CHORD BEARING OF N58°11'38"W TO THE BEGINNING OF REVERSE CURVATURE;

THENCE 38.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 THROUGH A CENTRAL ANGLE 63°36'44", CHORD BEARING N31°48'22"E;

THENCE N00°00'00"E A DISTANCE OF 386.25 FEET;

THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF N45°00'00"W;

THENCE N90°00'00"W A DISTANCE OF 504.79 FEET;

THENCE S45°00'00"W A DISTANCE OF 67.75 FEET TO THE POINT BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 129,915.60 SQ. FT. (2.9824 ACRES) OF LAND, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD

THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS S89°29'18"E FOR THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA & SALT RIVER MERIDIAN AS CALCULATED FROM A PLSS SUBDIVISION RECORD OF SURVEY MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY (GDACS) RECORDED IN BOOK 609, PAGE 29, MARICOPA COUNTY RECORDS.

Page 4 of 4

<p>Preparing Firm:</p>  <p>ARDURRA 602-263-1177 www.ardurra.com</p>	<p>Title:</p> <p>PHASE 1A LEGAL EXHIBIT SKY BRIDGE PROJECT PROJECT No.: 220122</p>	
<p>DSN:PHK DRN:PHK CHK:MRS DATE: 11/03/22</p>		

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

North: 834794.3099' East: 775695.7230'

Segment #1 : Line
Course: N0° 45' 31"W Length: 208.60'
North: 835002.8916' East: 775692.9612'

Segment #2 : Line
Course: S45° 00' 00"E Length: 71.66'
North: 834952.2203' East: 775743.6325'

Segment #3 : Line
Course: N90° 00' 00"E Length: 504.79'
North: 834952.2203' East: 776248.4225'

Segment #4 : Curve
Length: 23.56' Radius: 15.00'
Delta: 90°00'00" Tangent: 15.00'
Chord: 21.21' Course: N45° 00' 00"E
Course In: N0° 00' 00"E Course Out: N90° 00' 00"E
RP North: 834967.2203' East: 776248.4225'
End North: 834967.2203' East: 776263.4225'

Segment #5 : Line
Course: N0° 00' 00"W Length: 298.56'
North: 835265.7803' East: 776263.4225'

Segment #6 : Line
Course: N90° 00' 00"E Length: 60.00'
North: 835265.7803' East: 776323.4225' Unofficial Document

Segment #7 : Line
Course: S0° 00' 00"E Length: 298.56'
North: 834967.2203' East: 776323.4225'

Segment #8 : Curve
Length: 23.56' Radius: 15.00'
Delta: 90°00'00" Tangent: 15.00'
Chord: 21.21' Course: S45° 00' 00"E
Course In: N90° 00' 00"E Course Out: S0° 00' 00"E
RP North: 834967.2203' East: 776338.4225'
End North: 834952.2203' East: 776338.4225'

Segment #9 : Line
Course: N90° 00' 00"E Length: 16.00'
North: 834952.2203' East: 776354.4225'

Segment #10 : Line
Course: S0° 00' 00"E Length: 110.00'
North: 834842.2203' East: 776354.4225'

Segment #11 : Line
Course: N90° 00' 00"W Length: 16.00'
North: 834842.2203' East: 776338.4225'



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

Segment #12 : Curve
Length: 23.56' Radius: 15.00'
Delta: 90°00'00" Tangent: 15.00'
Chord: 21.21' Course: S45° 00' 00"W
Course In: S0° 00' 00"E Course Out: N90° 00' 00"W
RP North: 834827.2203' East: 776338.4225'
End North: 834827.2203' East: 776323.4225'

Segment #13 : Line
Course: S0° 00' 00"E Length: 466.87'
North: 834360.3503' East: 776323.4225'

Segment #14 : Curve
Length: 233.85' Radius: 55.00'
Delta: 243°36'44" Tangent: 88.68'
Chord: 93.48' Course: N58° 11' 38"W
Course In: N90° 00' 00"W Course Out: N26° 23' 16"W
RP North: 834360.3503' East: 776268.4225'
End North: 834409.6197' East: 776243.9781'

Segment #15 : Curve
Length: 38.86' Radius: 35.00'
Delta: 63°36'44" Tangent: 21.71'
Chord: 36.89' Course: N31° 48' 22"E
Course In: N26° 23' 16"W Course Out: N90° 00' 00"E
RP North: 834440.9729' East: 776228.4225'
End North: 834440.9729' East: 776263.4225'

Unofficial Document

Segment #16 : Line
Course: N0° 00' 00"E Length: 386.25'
North: 834827.2229' East: 776263.4225'

Segment #17 : Curve
Length: 23.56' Radius: 15.00'
Delta: 90°00'00" Tangent: 15.00'
Chord: 21.21' Course: N45° 00' 00"W
Course In: N90° 00' 00"W Course Out: N0° 00' 00"E
RP North: 834827.2229' East: 776248.4225'
End North: 834842.2229' East: 776248.4225'

Segment #18 : Line
Course: N90° 00' 00"W Length: 504.79'
North: 834842.2229' East: 775743.6325'

Segment #19 : Line
Course: S45° 00' 00"W Length: 67.75'
North: 834794.3164' East: 775695.7260'

Perimeter: 3376.79' Area: 129,915.60 Sq. Ft.
(2.9824 Acres)
Error Closure: 0.0072 Course: N24° 27' 41"E
Error North: 0.00655 East: 0.00298

Precision 1: 468,997.22



EXHIBIT A

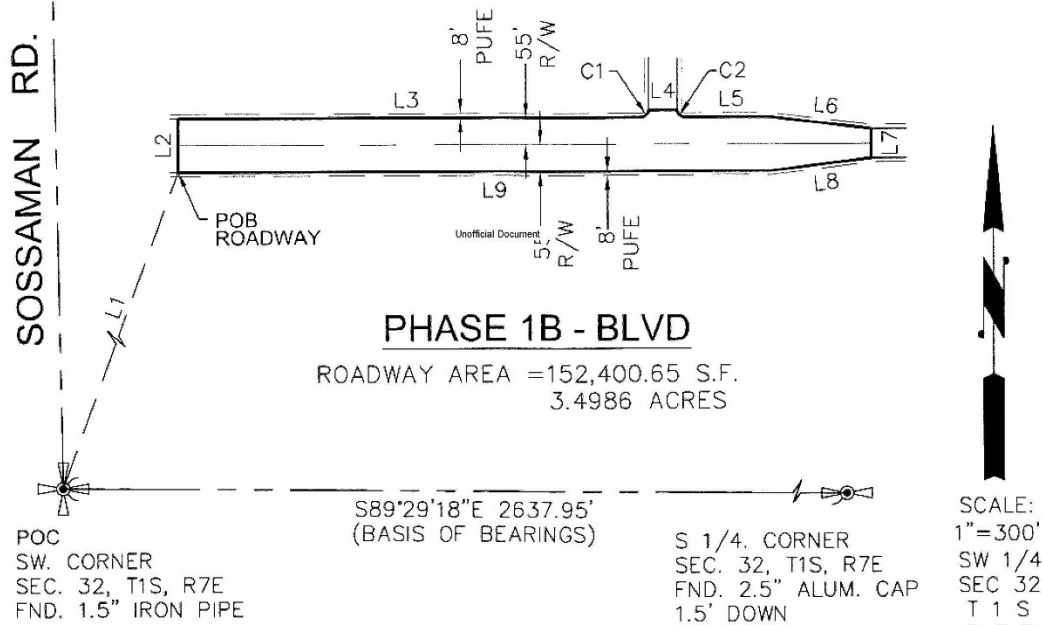
LEGAL DESCRIPTION OF THE PROPERTY

20240143336

EXHIBIT A

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N49°14'20"E	981.80'	L6	S83°08'47"E	209.50'
L2	N00°00'00"E	110.00'	L7	S00°00'00"E	60.00'
L3	N90°00'00"E	951.12'	L8	S83°08'47"W	209.50'
L4	N90°00'00"E	60.00'	L9	N90°00'00"W	1215.67'
L5	N90°00'00"E	174.55'			

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BRG
C1	90°00'00"	15.00'	23.56'	21.21'	N45°00'00"E
C2	90°00'00"	15.00'	23.56'	21.21'	S45°00'00"E



Page 1 of 3

Preparing Firm:



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Title:

**PHASE 1B - BLVD
LEGAL EXHIBIT
SKY BRIDGE PROJECT
PROJECT No.: 220122**

DSN:PHK	DRN:PHK	CHK:MRS	DATE: 11/28/22
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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THAT TRACT AS CONVEYED TO PHOENIX –MESA GATEWAY AIRPORT AUTHORITY BY DEED OF RECORD IN INSTRUMENT NO. 2012–0207529, MARICOPA COUNTY RECORDS AND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF MESA, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32 (1.5" IRON PIPE) FROM WHICH POINT THE SOUTH QUARTER CORNER THEREOF (2.5" ALUMINUM CAP 1.5' BELOW GROUND) BEARS S89°29'18"E A DISTANCE OF 2637.95 FEET;

THENCE N49°14'20"E A DISTANCE OF 981.80 FEET TO THE POINT OF BEGINNING;

THENCE N0°00'00"E A DISTANCE OF 110.00 FEET;

THENCE N90°00'00"E A DISTANCE OF 951.12 FEET;

THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF N45°00'00"E;

THENCE N90°00'00"E A DISTANCE 60.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS N90°00'00"E;

THENCE 23.56 FEET ALONG THE ARC OF SAID NON–TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE 90°00'00", CHORD BEARING OF S45°00'00"E;

Unofficial Document

THENCE N90°00'00"E A DISTANCE OF 174.55 FEET;

THENCE S83°08'47"E A DISTANCE OF 209.50 FEET;

THENCE S00°00'00"E A DISTANCE OF 60.00 FEET;

THENCE S83°08'47"W A DISTANCE OF 209.50 FEET;

THENCE N90°00'00"W A DISTANCE OF 1215.67 FEET TO THE POINT BEGINNING.

Page 2 of 3

Preparing Firm:



Title:

PHASE 1B - BLVD
LEGAL EXHIBIT
SKY BRIDGE PROJECT
PROJECT No.: 220122

DSN:PHK | DRN:PHK | CHK:MRS | DATE: 11/28/22



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

EXHIBIT A

THE ABOVE DESCRIBED PARCEL CONTAINS 152,400.65 SQ. FT. (3.4986 ACRES) OF LAND, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD

THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS S89°29'18"E FOR THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA & SALT RIVER MERIDIAN AS CALCULATED FROM A PLSS SUBDIVISION RECORD OF SURVEY MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY (GDACS) RECORDED IN BOOK 609, PAGE 29, MARICOPA COUNTY RECORDS.

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Page 3 of 3

<p>Preparing Firm:</p>  <p>ARDURRA 602-263-1177 www.ardurra.com</p>	<p>Title:</p> <p>PHASE 1B - BLVD LEGAL EXHIBIT SKY BRIDGE PROJECT PROJECT No.: 220122</p>	
<p>DSN:PHK DRN:PHK CHK:MRS DATE: 11/28/22</p>		

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

North: 834842.2193' East: 776354.4197'

Segment #1 : Line
Course: N0° 00' 00"E Length: 110.00'
North: 834952.2193' East: 776354.4197'

Segment #2 : Line
Course: N90° 00' 00"E Length: 951.12'
North: 834952.2193' East: 777305.5397'

Segment #3 : Curve
Length: 23.56' Radius: 15.00'
Delta: 90°00'00" Tangent: 15.00'
Chord: 21.21' Course: N45° 00' 00"E
Course In: N0° 00' 00"E Course Out: N90° 00' 00"E
RP North: 834967.2193' East: 777305.5397'
End North: 834967.2193' East: 777320.5397'

Segment #4 : Line
Course: N90° 00' 00"E Length: 60.00'
North: 834967.2193' East: 777380.5397'

Segment #5 : Curve
Length: 23.56' Radius: 15.00'
Delta: 90°00'00" Tangent: 15.00'
Chord: 21.21' Course: S45° 00' 00"E
Course In: N90° 00' 00"E Course Out: S0° 00' 00"E
RP North: 834967.2193' East: 777395.5397'
End North: 834952.2193' East: 777395.5397'

Segment #6 : Line
Course: N90° 00' 00"E Length: 174.55'
North: 834952.2193' East: 777570.0897'

Segment #7 : Line
Course: S83° 08' 47"E Length: 209.50'
North: 834927.2191' East: 777778.0927'

Segment #8 : Line
Course: S0° 00' 00"E Length: 60.00'
North: 834867.2191' East: 777778.0927'

Segment #9 : Line
Course: S83° 08' 47"W Length: 209.50'
North: 834842.2188' East: 777570.0897'

Segment #10 : Line
Course: N90° 00' 00"W Length: 1215.67'
North: 834842.2188' East: 776354.4197'

Perimeter: 3037.46' Area: 152,400.65 Sq. Ft.
(3.4986 Acres)

Error Closure: 0.0005 Course: S0° 00' 00"E
Error North: -0.00054 East: 0.00000

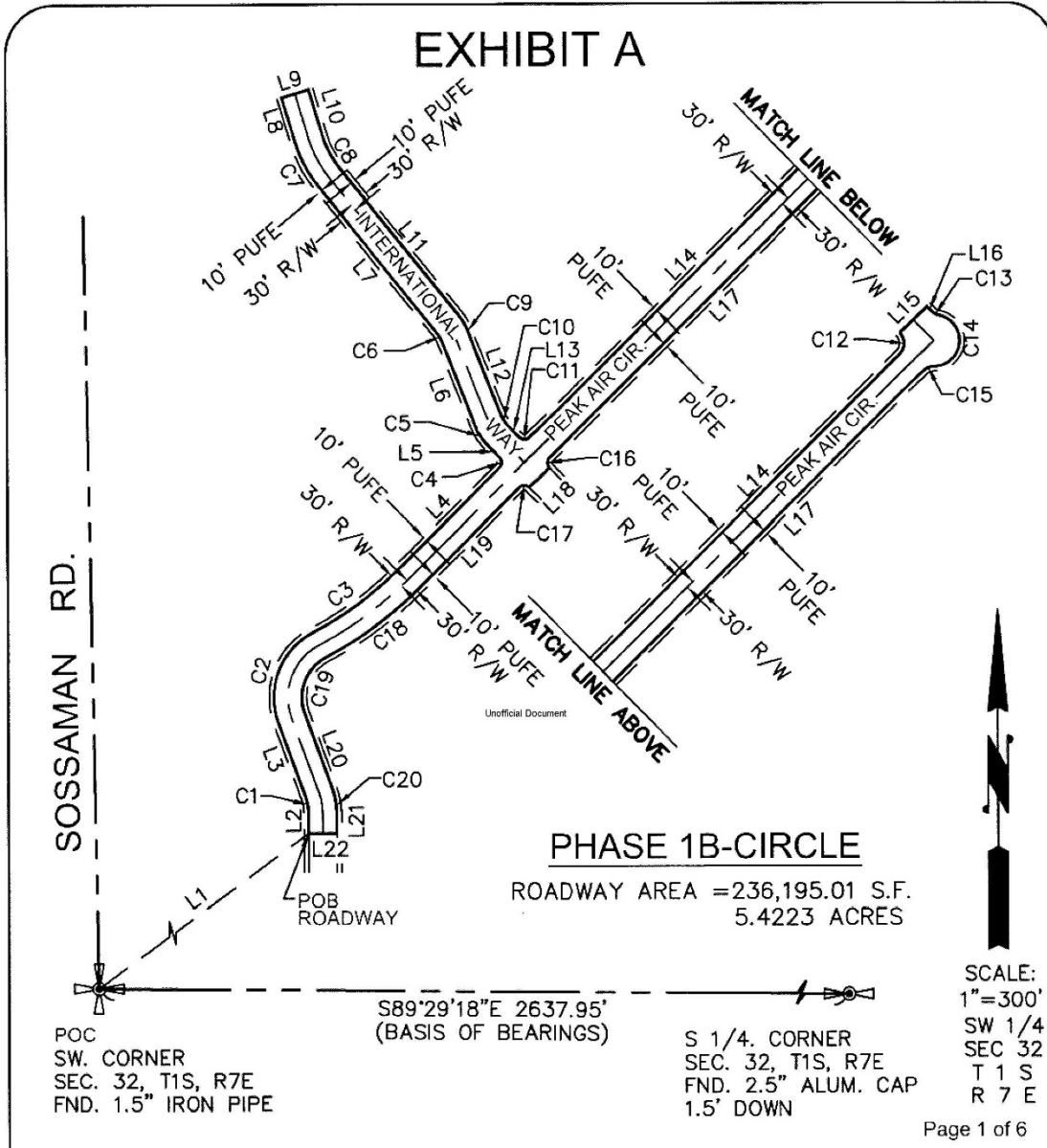
Precision 1: 6,074,920.00



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336



Preparing Firm:



ARDURRA
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Title:

**PHASE 1B - CIRCLE
LEGAL EXHIBIT
SKY BRIDGE PROJECT
PROJECT No.: 220122**

DSN: PHK	DRN: PHK	CHK: MRS	DATE: 11/03/22
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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

EXHIBIT A

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N31°30'39"E	1248.72'	L12	S21°37'50"E	193.20'
L2	N00°00'00"E	44.94'	L13	S44°34'50"E	34.70'
L3	N20°11'49"W	169.18'	L14	N45°25'29"E	1739.03'
L4	N45°25'29"E	306.99'	L15	N45°34'58"E	79.97'
L5	N44°34'50"W	34.70'	L16	S45°11'20"E	16.37'
L6	N21°37'50"W	193.20'	L17	S45°25'29"W	1749.43'
L7	N39°05'42"W	398.25'	L18	S45°25'39"W	60.00'
L8	N16°55'01"W	99.37'	L19	S45°25'29"W	307.00'
L9	N73°06'25"E	60.00'	L20	S20°11'49"E	169.18'
L10	S16°55'01"E	99.35'	L21	S00°00'00"E	44.94'
L11	S39°05'42"E	398.25'	L22	N90°00'00"W	60.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BRG
C1	20°11'49"	95.00'	33.49'	33.31'	N10°05'55"W
C2	82°39'21"	155.00'	223.61'	204.71'	N21°07'51"E
C3	17°01'55"	770.00'	228.89'	228.05'	N53°56'34"E
C4	90°00'19"	15.00'	23.56'	21.21'	N00°25'19"E
C5	22°57'00"	130.00'	52.07'	51.72'	N33°06'20"W
C6	17°27'53"	70.00'	21.34'	21.25'	N30°21'46"W
C7	22°10'41"	280.00'	108.38'	107.71'	N28°00'22"W
C8	22°10'41"	220.00'	85.16'	84.63'	S28°00'22"E
C9	17°27'53"	130.00'	39.63'	39.47'	S30°21'46"E
C10	22°57'00"	70.00'	28.04'	27.85'	S33°06'20"E
C11	89°59'41"	15.00'	23.56'	21.21'	S89°34'41"E
C12	89°55'34"	32.00'	50.22'	45.23'	N00°27'42"E
C13	28°11'12"	32.00'	15.74'	15.58'	S64°25'55"E
C14	168°29'58"	55.00'	161.75'	109.45'	S05°43'28"W
C15	45°12'16"	32.00'	25.25'	24.60'	S67°22'19"W
C16	90°00'19"	15.00'	23.56'	21.21'	S00°25'19"W
C17	89°59'41"	15.00'	23.56'	21.21'	N89°34'41"W
C18	17°01'55"	830.00'	246.73'	245.82'	S53°56'34"W
C19	82°39'21"	95.00'	137.05'	125.47'	S21°07'51"W
C20	20°11'49"	155.00'	54.64'	54.36'	S10°05'55"E

Page 2 of 6

Preparing Firm:



Title:

PHASE 1B - CIRCLE
LEGAL EXHIBIT
SKY BRIDGE PROJECT
PROJECT No.: 220122



DSN:PHK DRN:PHK CHK:MRS DATE: 1103/22

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THAT TRACT AS CONVEYED TO PHOENIX -MESA GATEWAY AIRPORT AUTHORITY BY DEED OF RECORD IN INSTRUMENT NO. 2012-0207529, MARICOPA COUNTY RECORDS AND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF MESA, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32 (1.5" IRON PIPE) FROM WHICH POINT THE SOUTH QUARTER CORNER THEREOF (2.5" ALUMINUM CAP 1.5' BELOW GROUND) BEARS S89°29'18"E A DISTANCE OF 2637.95 FEET;

THENCE N31°30'39"E A DISTANCE OF 1248.72 FEET TO THE POINT OF BEGINNING;

THENCE N00°00'00"E A DISTANCE OF 44.94 FEET;

THENCE 33.49 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET THROUGH A CENTRAL ANGLE OF 20°11'49" AND A CHORD BEARING OF N10°05'55"W;

THENCE N20°11'49"W A DISTANCE OF 169.18 FEET;

THENCE 223.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 155.00 FEET THROUGH A CENTRAL ANGLE OF 82°39'21" AND A CHORD BEARING OF N21°07'51"E TO THE BEGINNING OF REVERSE CURVATURE;

THENCE 228.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 770.00 FEET THROUGH A CENTRAL ANGLE OF 17°01'55" AND A CHORD BEARING OF N53°56'34"E;

THENCE N45°25'29"E A DISTANCE OF 306.99 FEET;

THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'19" AND A CHORD BEARING OF N00°25'19"E;

THENCE N44°34'50"W A DISTANCE OF 34.70 FEET;

THENCE 52.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET THROUGH A CENTRAL ANGLE OF 22°57'00" AND A CHORD BEARING OF N33°06'20"W;

THENCE N21°37'50"W A DISTANCE OF 193.20 FEET;

Page 3 of 6



<p>Preparing Firm:</p>  <p>ARDURRA 602-263-1177 www.ardurra.com</p>	<p>Title:</p> <p>PHASE 1B - CIRCLE LEGAL EXHIBIT SKY BRIDGE PROJECT PROJECT No.: 220122</p>	
<p>DSN:PHK DRN:PHK CHK:MRS DATE: 11/03/22</p>		

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

EXHIBIT A

THENCE 21.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF 17°27'53" AND A CHORD BEARING OF N30°21'46"W;

THENCE N39°05'42"W A DISTANCE OF 398.25 FEET;

THENCE 108.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET THROUGH A CENTRAL ANGLE OF 22°10'41" AND A CHORD BEARING OF N28°00'22"W;

THENCE N16°55'01"W A DISTANCE OF 99.37 FEET;

THENCE N73°06'25"E A DISTANCE OF 60.00 FEET;

THENCE S16°55'01"E A DISTANCE OF 99.35 FEET;

THENCE 85.16 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET THROUGH A CENTRAL ANGLE OF 22°10'41" AND A CHORD BEARING OF S28°00'22"E;

THENCE S39°05'42"E A DISTANCE OF 398.25 FEET;

THENCE 39.63 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET THROUGH A CENTRAL ANGLE OF 17°27'53" AND A CHORD BEARING OF S30°21'46"E;

Unofficial Document

THENCE S21°37'50"E A DISTANCE OF 193.20 FEET;

THENCE 28.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF 22°57'00" AND A CHORD BEARING OF S33°06'20"E;

THENCE S44°34'50"E A DISTANCE OF 34.70 FEET;

THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 89°59'41" AND A CHORD BEARING OF S89°34'41"E;

THENCE N45°25'29"E A DISTANCE OF 1739.03 FEET;

Page 4 of 6



<p>Preparing Firm:</p>  <p>ARDURRA 602-263-1177 www.ardurra.com</p>	<p>Title:</p> <p>PHASE 1B - CIRCLE LEGAL EXHIBIT SKY BRIDGE PROJECT PROJECT No.: 220122</p>	
<p>DSN: PHK DRN: PHK CHK: MRS DATE: 11/03/22</p>		

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

EXHIBIT A

THENCE 50.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 32.00 FEET THROUGH A CENTRAL ANGLE OF 89°55'34" AND A CHORD BEARING OF N00°27'42"E;

THENCE N45°34'58"E A DISTANCE OF 79.97 FEET;

THENCE S45°11'20"E A DISTANCE OF 16.37 FEET;

THENCE 15.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 32.00 FEET THROUGH A CENTRAL ANGLE OF 28°11'12" AND A CHORD BEARING OF S64°25'55"E, TO THE BEGINNING OF REVERSE CURVATURE;

THENCE 161.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 168°29'58" AND A CHORD BEARING OF S5°43'28"W, TO THE BEGINNING OF REVERSE CURVATURE;

THENCE 25.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 32.00 FEET THROUGH A CENTRAL ANGLE OF 45°12'16" AND A CHORD BEARING OF S67°22'19"W;

THENCE S45°25'29"W A DISTANCE OF 1749.43 FEET;

THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'19" AND A CHORD BEARING OF S00°25'19"W;

Unofficial Document

THENCE S45°25'39"W A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS S00°25'19"W;

THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 89°59'41" AND A CHORD BEARING OF N89°34'41"W;

THENCE S45°25'29"W A DISTANCE OF 307.00 FEET;

THENCE 246.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 830.00 FEET THROUGH A CENTRAL ANGLE OF 17°01'55" AND A CHORD BEARING OF S53°56'34"W, TO THE BEGINNING OF REVERSE CURVATURE;

Page 5 of 6

Preparing Firm:



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Title:

**PHASE 1B - CIRCLE
LEGAL EXHIBIT
SKY BRIDGE PROJECT
PROJECT No.: 220122**

DSN:PHK	DRN:PHK	CHK:MRS	DATE: 11/03/22
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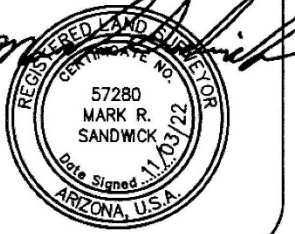


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

EXHIBIT A

THENCE 137.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET THROUGH A CENTRAL ANGLE OF 82°39'21" AND A CHORD BEARING OF S21°07'51"W;

THENCE S20°11'49"E A DISTANCE OF 169.18 FEET;

THENCE 56.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 155.00 FEET THROUGH A CENTRAL ANGLE OF 20°11'49" AND A CHORD BEARING OF S10°05'55"E;

THENCE S0°00'00"E A DISTANCE OF 44.94 FEET;

THENCE N90°00'00"W A DISTANCE OF 60.00 FEET TO THE POINT BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 236,195.01 SQ. FT. (5.4223 ACRES) OF LAND, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD

THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS S89°29'18"E FOR THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA & SALT RIVER MERIDIAN AS CALCULATED FROM A PLSS SUBDIVISION RECORD OF SURVEY MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY (GDACS) RECORDED IN BOOK 609, PAGE 29, MARICOPA COUNTY RECORDS.

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Page 6 of 6

Preparing Firm:



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Title:

**PHASE 1B - CIRCLE
LEGAL EXHIBIT
SKY BRIDGE PROJECT
PROJECT No.: 220122**

DSN: PHK	DRN: PHK	CHK: MRS	DATE: 11/03/22
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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

North: 835265.7811' East: 776263.4195'

Segment #1 : Line
Course: N0° 00' 00"E Length: 44.94'
North: 835310.7211' East: 776263.4195'

Segment #2 : Curve
Length: 33.49' Radius: 95.00'
Delta: 20°11'49" Tangent: 16.92'
Chord: 33.31' Course: N10° 05' 55"W
Course In: N90° 00' 00"W Course Out: N69° 48' 11"E
RP North: 835310.7211' East: 776168.4195'
End North: 835343.5197' East: 776257.5781'

Segment #3 : Line
Course: N20° 11' 49"W Length: 169.18'
North: 835502.2970' East: 776199.1690'

Segment #4 : Curve
Length: 223.61' Radius: 155.00'
Delta: 82°39'21" Tangent: 136.30'
Chord: 204.71' Course: N21° 07' 51"E
Course In: N69° 48' 11"E Course Out: N27° 32' 29"W
RP North: 835555.8105' East: 776344.6383'
End North: 835693.2454' East: 776272.9680'

Segment #5 : Curve
Length: 228.89' Radius: 770.00'
Delta: 17°01'55" Tangent: 115.30' Unofficial Document
Chord: 228.05' Course: N53° 56' 34"E
Course In: N27° 32' 29"W Course Out: S44° 34' 23"E
RP North: 836375.9868' East: 775916.9282'
End North: 835827.4725' East: 776457.3282'

Segment #6 : Line
Course: N45° 25' 29"E Length: 306.99'
North: 836042.9321' East: 776676.0061'

Segment #7 : Curve
Length: 23.56' Radius: 15.00'
Delta: 90°00'19" Tangent: 15.00'
Chord: 21.21' Course: N0° 25' 19"E
Course In: N44° 34' 31"W Course Out: N45° 25' 10"E
RP North: 836053.6171' East: 776665.4784'
End North: 836064.1457' East: 776676.1623'

Segment #8 : Line
Course: N44° 34' 50"W Length: 34.70'
North: 836088.8613' East: 776651.8060'

Segment #9 : Curve
Length: 52.07' Radius: 130.00'
Delta: 22°57'00" Tangent: 26.39'
Chord: 51.72' Course: N33° 06' 20"W
Course In: N45° 25' 10"E Course Out: S68° 22' 10"W
RP North: 836180.1098' East: 776744.4004'
End North: 836132.1892' East: 776623.5550'



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

Segment #10 : Line
Course: N21° 37' 50"W Length: 193.20'
North: 836311.7840' East: 776552.3375'

Segment #11 : Curve
Length: 21.34' Radius: 70.00'
Delta: 17°27'53" Tangent: 10.75'
Chord: 21.25' Course: N30° 21' 46"W
Course In: S68° 22' 10"W Course Out: N50° 54' 18"E
RP North: 836285.9806' East: 776487.2669'
End North: 836330.1232' East: 776541.5940'

Segment #12 : Line
Course: N39° 05' 42"W Length: 398.25'
North: 836639.2056' East: 776290.4543'

Segment #13 : Curve
Length: 108.38' Radius: 280.00'
Delta: 22°10'41" Tangent: 54.88'
Chord: 107.71' Course: N28° 00' 22"W
Course In: N50° 54' 18"E Course Out: S73° 04' 59"W
RP North: 836815.7758' East: 776507.7627'
End North: 836734.3000' East: 776239.8790'

Segment #14 : Line
Course: N16° 55' 01"W Length: 99.37'
North: 836829.3700' East: 776210.9638'

Segment #15 : Line Unofficial Document
Course: N73° 06' 25"E Length: 60.00'
North: 836846.8052' East: 776268.3748'

Segment #16 : Line
Course: S16° 55' 01"E Length: 99.35'
North: 836751.7543' East: 776297.2841'

Segment #17 : Curve
Length: 85.16' Radius: 220.00'
Delta: 22°10'41" Tangent: 43.12'
Chord: 84.63' Course: S28° 00' 22"E
Course In: N73° 04' 59"E Course Out: S50° 54' 18"W
RP North: 836815.7710' East: 776507.7642'
End North: 836677.0372' East: 776337.0219'

Segment #18 : Line
Course: S39° 05' 42"E Length: 398.25'
North: 836367.9548' East: 776588.1616'

Segment #19 : Curve
Length: 39.63' Radius: 130.00'
Delta: 17°27'53" Tangent: 19.97'
Chord: 39.47' Course: S30° 21' 46"E
Course In: S50° 54' 18"W Course Out: N68° 22' 10"E
RP North: 836285.9758' East: 776487.2684'
End North: 836333.8964' East: 776608.1138'



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

Segment #20 : Line
Course: S21° 37' 50"E Length: 193.20'
North: 836154.3016' East: 776679.3312'

Segment #21 : Curve
Length: 28.04' Radius: 70.00'
Delta: 22°57'00" Tangent: 14.21'
Chord: 27.85' Course: S33° 06' 20"E
Course In: N68° 22' 10"E Course Out: S45° 25' 10"W
RP North: 836180.1050' East: 776744.4018'
End North: 836130.9712' East: 776694.5433'

Segment #22 : Line
Course: S44° 34' 50"E Length: 34.70'
North: 836106.2556' East: 776718.8996'

Segment #23 : Curve
Length: 23.56' Radius: 15.00'
Delta: 89°59'41" Tangent: 15.00'
Chord: 21.21' Course: S89° 34' 41"E
Course In: N45° 25' 10"E Course Out: S44° 34' 31"E
RP North: 836116.7843' East: 776729.5836'
End North: 836106.0994' East: 776740.1113'

Segment #24 : Line
Course: N45° 25' 29"E Length: 1739.03'
North: 837326.6302' East: 777978.8727'

Segment #25 : Curve Unofficial Document
Length: 50.22' Radius: 32.00'
Delta: 89°55'34" Tangent: 31.96'
Chord: 45.23' Course: N0° 27' 42"E
Course In: N44° 34' 31"W Course Out: N45° 29' 55"E
RP North: 837349.4247' East: 777956.4136'
End North: 837371.8544' East: 777979.2371'

Segment #26 : Line
Course: N45° 34' 58"E Length: 79.97'
North: 837427.8236' East: 778036.3567'

Segment #27 : Line
Course: S45° 11' 20"E Length: 16.37'
North: 837416.2865' East: 778047.9701'

Segment #28 : Curve
Length: 15.74' Radius: 32.00'
Delta: 28°11'12" Tangent: 8.03'
Chord: 15.58' Course: S64° 25' 55"E
Course In: N39° 39' 41"E Course Out: S11° 28' 29"W
RP North: 837440.9211' East: 778068.3941'
End North: 837409.5607' East: 778062.0281'



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

Segment #29 : Curve
Length: 161.75' Radius: 55.00'
Delta: 168°29'58" Tangent: 546.18'
Chord: 109.45' Course: S5° 43' 28"W
Course In: S11° 28' 29"W Course Out: S0° 01' 33"E
RP North: 837355.6600' East: 778051.0867'
End North: 837300.6600' East: 778051.1115'

Segment #30 : Curve
Length: 25.25' Radius: 32.00'
Delta: 45°12'16" Tangent: 13.32'
Chord: 24.60' Course: S67° 22' 19"W
Course In: S0° 01' 33"E Course Out: N45° 13' 49"W
RP North: 837268.6600' East: 778051.1259'
End North: 837291.1963' East: 778028.4077'

Segment #31 : Line
Course: S45° 25' 29"W Length: 1749.43'
North: 836063.3662' East: 776782.2381'

Segment #32 : Curve
Length: 23.56' Radius: 15.00'
Delta: 90°00'19" Tangent: 15.00'
Chord: 21.21' Course: S0° 25' 19"W
Course In: S44° 34' 31"E Course Out: S45° 25' 10"W
RP North: 836052.6813' East: 776792.7658'
End North: 836042.1526' East: 776782.0818'

Segment #33 : Line
Course: S45° 25' 39"W Length: 60.00'
North: 836000.0440' East: 776739.3401'

Unofficial Document

Segment #34 : Curve
Length: 23.56' Radius: 15.00'
Delta: 89°59'41" Tangent: 15.00'
Chord: 21.21' Course: N89° 34' 41"W
Course In: S45° 25' 10"W Course Out: N44° 34' 31"W
RP North: 835989.5153' East: 776728.6561'
End North: 836000.2002' East: 776718.1284'

Segment #35 : Line
Course: S45° 25' 29"W Length: 307.00'
North: 835784.7336' East: 776499.4434'

Segment #36 : Curve
Length: 246.73' Radius: 830.00'
Delta: 17°01'55" Tangent: 124.28'
Chord: 245.82' Course: S53° 56' 34"W
Course In: N44° 34' 24"W Course Out: S27° 32' 29"E
RP North: 836375.9864' East: 775916.9315'
End North: 835640.0444' East: 776300.7146'



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

20240143336

Segment #37 : Curve
Length: 137.05' Radius: 95.00'
Delta: 82°39'21" Tangent: 83.54'
Chord: 125.47' Course: S21° 07' 51"W
Course In: S27° 32' 29"E Course Out: S69° 48' 11"W
RP North: 835555.8101' East: 776344.6415'
End North: 835523.0115' East: 776255.4830'

Segment #38 : Line
Course: S20° 11' 49"E Length: 169.18'
North: 835364.2342' East: 776313.8920'

Segment #39 : Curve
Length: 54.64' Radius: 155.00'
Delta: 20°11'49" Tangent: 27.61'
Chord: 54.36' Course: S10° 05' 55"E
Course In: S69° 48' 11"W Course Out: N90° 00' 00"E
RP North: 835310.7207' East: 776168.4228'
End North: 835310.7207' East: 776323.4228'

Segment #40 : Line
Course: S0° 00' 00"E Length: 44.94'
North: 835265.7807' East: 776323.4228'

Segment #41 : Line
Course: N90° 00' 00"W Length: 60.00'
North: 835265.7807' East: 776263.4228'

Perimeter: 7864.25' Area: 236,195.01 Sq. Ft. ^{Unofficial Document}
(5.4223 Acres)
Error Closure: 0.0033 Course: S83° 14' 50"E
Error North: -0.00039 East: 0.00326

Precision 1: 2,383,115.15





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

Board Action Item

Re: Resolution 24-38

To: Board of Directors
From: Bob Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: TWY Whiskey Rehabilitation – Authorization of Services with Nesbitt Contracting Company, Inc. – CIP 744
Date: August 20, 2024

Proposed Motion

To approve an Authorization of Services with Nesbitt Contracting Company, Inc. (Nesbitt) for the Rehabilitation of Taxiway Whiskey in an amount not to exceed \$1,937,899.89 under CIP 744.

Narrative

Taxiway W is located east of the existing commercial aircraft ramp, and in a recent Pavement Condition Index (PCI) Report it showed that portions of the Taxiway are in Poor Condition.

The taxiway pavement needs rehabilitation with most of the effort needed to improve Section 20. This project will include slab replacement, full and partial depth repair, backer rod and joint sealant replacement, crack repair, and edge/corner spall repair.

The Invitation for Bid (IFB), Solicitation 2024-012-IFB, Taxiway Whiskey Rehabilitation, was issued on May 2, 2024, and advertised in the Arizona Business Gazette on 5/02, 5/09, 5/16, and 5/23/24. It was also posted on the AzAA, ACC, ACI-NA, and SWAAAEE Websites as well as the Phoenix-Mesa Gateway Airport Authority Website. In addition, the IFB was emailed to a list of 111 prospective firms. The bid opening was held on May 29, 2024, and 1 (one) bid was received.

Combs Construction Company, Inc. \$3,987,862.23

The bid received from Combs substantially exceeded the project budget. Working with ADOT, it was determined that the use of a Job Order Contract (JOC) would be the best option, to maximize as much work as possible, within the allotted budget.

PMGAA is a member of the Strategic Alliance for Volume Expenditures allowing the Airport to utilize cooperative contracts from other Arizona public entities. Nesbitt was awarded a JOC through the City of Peoria. It is through this competitive selection that PMGAA will utilize Nesbitt for the Taxiway Whiskey Rehabilitation project. This contract is available upon request.

Fiscal Impact

This project is included in the FY25 capital budget utilizing ADOT Grant funding, and PMGAA matching funds under CIP 744.

Attachment(s): Authorization of Services



RESOLUTION NO. 24-38

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

WHEREAS the Authority desires to approve an Authorization of Services with Nesbitt Contracting Company, Inc. (Nesbitt) for the Rehabilitation of Taxiway Whiskey in an amount not to exceed \$1,937,899.89 under CIP 744;

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

The Board of Directors of the Authority hereby approves an Authorization of Services with Nesbitt Contracting Company, Inc. (Nesbitt) for the Rehabilitation of Taxiway Whiskey in an amount not to exceed \$1,937,899.89 under CIP 744. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



AUTHORIZATION OF SERVICES
NESBITT CONTRACTING COMPANY INC., AOS 20250019 25-01

The signing of this Authorization (Agreement) by Phoenix-Mesa Gateway Airport Authority (PMGAA) and Nesbitt Contracting Company, Inc., 100 Price Road, Tempe, AZ 85288, ("Nesbitt"), authorizes Nesbitt to carry-out and complete the services described below in consideration of the mutual covenants set forth below:

1. **PROJECT:** TWY W Rehabilitation Project - CIP 744.
2. **SCOPE OF WORK:** Perform and provide Construction Services for the Taxiway W Rehabilitation Project. This project will consist of removing and replacing over 2,100 SY of broken PCC panels, repairing and sealing cracked and spalled panels, and restriping.
3. **FEE FOR SERVICES:** The fee for services shall be based upon the attached scope of work, not to exceed One million, nine hundred thirty-seven thousand, eight hundred ninety-nine dollars and eighty-nine cents (\$1,937,899.89), with ADOT Grant Funding, and PMGAA Matching Grant funds, under CIP 744, without the express written approval of PMGAA.
4. **AVAILABILITY OF PROJECT FUNDING:** The approval and continuation of this agreement is subject to the availability of funds provided to, made available to, or appropriated by PMGAA for this purpose. In the event that funds are not available or appropriated for PMGAA’s payment requirements under this agreement for the goods and/or services to be provided hereunder, PMGAA may terminate this agreement by providing notice to Nesbitt of the lack of the availability of funds. Nesbitt acknowledges and agrees that one source of funding for this agreement may be funds made available from the Arizona Department of Transportation, and that this contract, its approval, and continuation, may be contingent on the availability of those funds being made to PMGAA.
5. **INCORPORATED:** The following documents are hereby incorporated with this Authorization of Services and made part thereof:
 - PMGAA Agreement-to-Use 20250019 dated July 29, 2024.
6. **ATTACHED:** The following documents are attached to this Agreement and are incorporated herein by this reference made part thereof:
 - Scope and Fee Proposal dated July 31, 2024.
 - Exhibit 1, PMGAA Project Specific Terms
 - Exhibit 2, PMGAA Safety and Security

PMGAA and Nesbitt acknowledge that they are in agreement with the terms and conditions as set forth in this Authorization.

APPROVED FOR PMGAA:

By: _____

Print: J. Brian O’Neill, A.A.E.

Title: Executive Director/CEO

Date: _____

ACCEPTED FOR Nesbitt Contracting Company, Inc.:

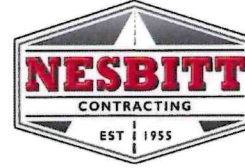
By:  _____

Print: Aaron Lucchesi

Title: Vice President

Date: 7/31/2024

Nesbitt Contracting Co., Inc.
 100 S. Price Rd.
 Tempe, AZ 85288
 ROC #074063A



**Gateway Airport
 Taxiway W Rehabilitation**

Nesbitt Contact: Chuck Lumer
 Phone: 602-309-3006
 Date: 7/31/2024

Item No.	Description	Quantity	Unit	Unit Cost	Extended Amount
1	Contractor Surveying and Staking	1	LS	\$ 37,000.00	\$ 37,000.00
2	Location of Underground Utilities	1	LS	\$ 3,000.00	\$ 3,000.00
3	Airfield Safety and Security	1	LS	\$ 162,000.00	\$ 162,000.00
4	Contractor Quality Control Program (CQCP)	1	LS	\$ 79,000.00	\$ 79,000.00
5	Temporary Air and Water Pollution, Soil Erosion,	1	LS	\$ 9,200.00	\$ 9,200.00
6	Mobilization	1	LS	\$ 105,733.90	\$ 105,733.90
7	Pavement Removal (Portland Cement Concrete)	2250	SY	\$ 120.00	\$ 270,000.00
8	Over Excavation of Unsuitable Materials and Backfill	100	CY	\$ 180.00	\$ 18,000.00
9	Level and Compact Existing Crushed Aggregate Base	2250	SY	\$ 21.00	\$ 47,250.00
10	Concrete Pavement. Match Existing Depth (Varies)	2250	SY	\$ 330.00	\$ 742,500.00
11	Joint Seal Filler, 1/2-inch	2690	LF	\$ 8.30	\$ 22,327.00
12	Joint Seal Filler, 1-3/4-inch	860	LF	\$ 46.00	\$ 39,560.00
13	Joint Seal Filler, Edge Seal	220	LF	\$ 8.30	\$ 1,826.00
14	Reflective Yellow Taxiway Pavement Markings, Water	1480	SF	\$ 2.50	\$ 3,700.00
15	Non-Reflective Black Pavement Markings, Waterborne	950	SF	\$ 1.40	\$ 1,330.00
16	Pavement Marking Obliteration	2030	SF	\$ 1.70	\$ 3,451.00
17	Reflective White Vehicle Service Road Pavement Markings	390	SF	\$ 2.50	\$ 975.00
18	Temporary Reflective Yellow Taxiway Pavement Markings	510	SF	\$ 2.00	\$ 1,020.00
19	Temporary Non-Reflective Black Pavement Markings	1770	SF	\$ 2.00	\$ 3,540.00
Total Direct Cost					\$ 1,551,412.90
31	CONTRACTORS FEE (7.5%)	1	LS	\$ 93,258.33	\$ 93,258.33
32	PAYMENT AND PERFORMANCE BONDS (1%)	1	LS	\$ 16,424.14	\$ 16,424.14
33	INSURANCE (1%)	1	LS	\$ 16,424.14	\$ 16,424.14
34	SALES TAXES (5.395%)	1	LS	\$ 90,380.38	\$ 90,380.38
SUBTOTAL					\$ 1,767,899.89
35	Joint Spall Repair, Corner Spall Repair, and/or Patch Repair Methacrylate, VSR Improvement				\$ 170,000.00
TOTAL					\$ 1,937,899.89

CLARIFICATIONS: Price is based on plans dated 4/30/24.
 This Proposal is for Phase 1A, 1B, and 1C, PCCP removal and Replacement of 10.5" PCCP.
 There is a scaling issue on sheets C5.1 thru C5.7. Nesbitt reserves the right to modify our quantities when corrected construction plans are issued.
 Price is based on using ADOT Concrete Mix Design for 5000 psi concrete.
 The above mix design will meet ADOT criteria and specifications for cement, additives, and aggregates. FAA concrete specifications do not apply.
 Concrete for PCCP will be tested for compressive strength only. No flexural strength testing.
 Green sawing will occur approximately 12 hours after concrete placement. Special consideration will be needed for Phase 1C green sawing.
 Price is based on work hours for Phase 1A and 1B being unrestricted after barricades and temporary striping are in place.
 Phase 1C work will be performed during the window from 12:00 AM to 5:00 AM.
 Price Based on New PCCP at 10.5 inches thick with MAG ABC filler as necessary to achieve grade for new PCCP.
 Price is based on Laydown area provided by PMGAA located at Velocity Way and South Taxiway Circle.
 Temporary Striping to be performed with Qualified Airport Staffs prior to setting up low profile barricades.
 Construction equipment will be left on-site for Phase 1A and Phase 1B. Construction equipment will be removed daily when constructing Phase 1C.
 Dowel baskets will be 4.5" tall. Dowel baskets have a 4 to 5-week lead time.
 Some weekend and potentially holiday work may be necessary to complete this project within the 64-calendar day window specified.
 If the unsuitable material bid item is used, we will over-excavate as directed, haul off material, and replace it with compacted MAG ABC.
 Existing PCCP to be removed will be topographed by survey prior to removal to capture the grades needed for PCCP replacement grades.

EXCLUSIONS:
 Excludes full-time QC inspector. QC will be limited to material sampling, testing, and reporting.
 Excludes any utility adjustments or utility relocations.
 Excludes any removals not listed in the scope of work above.
 Excludes having to work around or in conjunction with other contractors performing work not associated with the project.
 Excludes PCCP repair of scuffing after Obliteration of temporary Striping.
 Excludes any Landscape repair.
 Excludes any AC removal.
 Excludes and AC Paving, ABC under paving, Subgrade Prep associated with AC Paving.

Exhibit 1

Phoenix Mesa Gateway Airport Authority Project Specific Terms

Project: Taxiway Whiskey Rehabilitation, CIP 744

1. Phoenix Mesa Gateway Airport Authority (PMGAA) requires Nesbitt Contracting Company, Inc. (Nesbitt) to furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the work, to PMGAA. The Performance and Payment Bonds shall be submitted to PMGAA within ten (10) calendar days after execution by PMGAA of AOS #20250019 25-01.
2. Auto liability insurance covering all owned, hired and non-owned motor vehicles used in connection with the work being performed under AOS #20250019 25-01 with a combined single limit for Bodily Injury and Property Damage shall be no less than \$5,000,000 per accident.
3. Peoria Ordinance No. 98-11 restricting outdoor construction to designated times shall not apply to AOS #20250019 25-01.
4. Retainage. Until the work is fifty (50) percent complete, PMGAA will retain ten (10) percent of the amount due Nesbitt on account of progress payments. When the contract is fifty (50) percent complete, one-half of the amount retained shall be paid to Nesbitt upon the Nesbitt's written request to PMGAA, provided the Nesbitt is making satisfactory progress on the work and there is no specific cause or claim requiring a greater amount to be escrow. At the time the work is fifty (50) percent complete and thereafter, five (5) percent of the amount of each progress payment will be retained unless PMGAA determines that the Contractor is not making satisfactory progress or is in default under the AOS. If PMGAA determines that Nesbitt is not making satisfactory progress or is in default under the AOS, PMGAA may continue or reinstate retainage of up to ten (10) percent for all progress payments made under the AOS subsequent to the determination. (Note that PMGAA will accept Deposits in Escrow in lieu of retention of partial payments).
5. PMGAA's representative for the above project shall be:

John Burgmeier
Project Coordinator
5835 South Sossaman Road
Mesa, AZ 85212
480.988.7652

Exhibit 2

Phoenix Mesa Gateway Airport Authority Safety and Security

Project: Taxiway Whiskey Rehabilitation, CIP 744

1. Definitions

- a. Air Carrier Aircraft - An aircraft with a seating capacity of more than 30 passengers that is being operated by an air carrier.
- b. Air Carrier Operation - The takeoff and landing of an air carrier aircraft and includes the period of time from 15 minutes before and until 15 minutes after the takeoff or landing.
- c. Air Operations Area (AOA) - Air operations area, paved or unpaved, is any area of the airport used for or intended for landing, takeoff, or surface maneuvering of aircraft including its associated runway, taxiway, or apron.
- d. Airfield Operations Specialist – The Authority employee who monitors activities within the Airport Restricted Areas. Operations Specialists ensure a safe and secure operating environment is maintained on the airfield.
- e. Airport Marking Aids - Marking used on runway and taxiway surfaces to identify a specific runway, a runway threshold, a centerline, a hold line, etc. A runway should be marked in accordance with its present usage such as: visual, non-precision instrument, precision instrument.
- f. Construction - The presence and movement of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
- g. Escort - person authorized by the Authority to accompany Contractor personnel within the Airport Restricted Area. The escort shall accompany or monitor the activities of an individual(s) in a manner sufficient to take responsive action in a sized area approved by the Engineer. A proper escort is defined as maintaining visual monitoring, within reasonable voice range and being able to react to the actions of those under escort.
- h. FAA - The Federal Aviation Administration, a branch of the U.S. Department of Transportation that regulates aviation and airport safety and certification.
- i. FDC – Fire Department Connection.
- j. FOD - Foreign Object Debris/Damage, meaning any object that is potentially hazardous to aircraft.
- k. General Aviation - That portion of civil aviation which encompasses all facets of aviation except air carriers holding a certificate of public convenience and necessity from a Civil Aeronautics Board and Large aircraft commercial operators.
- l. Haul Route - A specified path created for vehicles to maneuver within the Airport Restricted Area to/from a work site. Haul routes are subject to the approval of the Engineer in accordance with the contract documents.
- m. Instrument Landing System (ILS) – An electronic visual approach guidance system used by aircraft during landing operations.
- n. Movement Area - The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas (reference 14 CFR part 139).
- o. Navigational Aid (NAVAID) - An apparatus generally located within the AOA, serving as a guide to aircraft.
- p. Obstruction - Any object/obstacle exceeding the obstruction standards specified by 14 CFR part 77, subpart C.
- q. Object Free Area (OFA) - An area on the ground centered on the runway, taxiway, or taxilane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes (see AC 150/5300-13, *Airport Design*, for additional guidance on OFA standards and wingtip clearance criteria).

- r. Obstacle Free Zone (OFZ) - The airspace below 150 feet (45m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches (refer to AC 150/5300-13 for guidance on OFZs).
- s. Precision Approach Path Indicator (PAPI) - An airport lighting facility providing vertical visual approach slope guidance to aircraft during approach to landing by radiating a directional pattern of high intensity red and white focused light beams which indicate to the pilot that he/she is "on path" if he sees red/white, "above path" if white/white, and "below path" if red/red.
- t. Restricted Area – Areas that do not allow access to the general public. These are limited access areas that the Executive Director, the FAA, or commercial aviation business owners have elected to restrict for purposes of security or safety. It is enclosed by a perimeter fence and includes but is not limited to the AOA, perimeter roadways, haul routes, Contractor security gate and worksite.
- u. Runway - A defined rectangular area on a land airport prepared for the landing and takeoff run of aircraft along its length. Runways are normally numbered in relation to their magnetic direction rounded off to the nearest 10 degrees; e.g., Runway 12 and Runway 30.
- v. Runway End Identifier Lights (REIL) - Two synchronized flashing lights, one on each side of the runway threshold, which provides rapid and positive identification of the approach end of a particular runway.
- w. Runway Lights/Runway Edge Lights - Lights having a prescribed angle of emission used to define the lateral limits of a runway. Runway lights are uniformly spaced and the intensity may be controlled or preset.
- x. Runway Safety Area (RSA) - A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13.
- y. Safety Area - A designated area abutting the edges of a runway or taxiway intended to reduce the risk of damage to an aircraft inadvertently leaving the runway or taxiway.
- z. Taxi - The movement of an airplane under its own power on the surface of an airport.
- aa. Taxiway - A defined surface used by aircraft for transition/movement to and from aircraft parking areas/aprons to runways.
- bb. Taxiway Lights/Taxiway Edge Lights - Lights having a prescribed angle of emission used to define the lateral limits of a taxiway and are blue in color.
- cc. Threshold Lights - Fixed green lights arranged symmetrically left and right of the runway centerline, identifying the runway threshold.
- dd. TSA – The Transportation Security Administration, a branch of the U.S. Department of Homeland Security that oversees aviation security.
- ee. Visual Flight Rules (VFR) - Rules that govern the procedures for conducting flight under visual conditions. The term "VFR" is also used in the United States to indicate weather conditions that are equal to or greater than minimum VFR requirements.
- ff. Worksite - Area in which work under contract is being performed, generally starting at Nesbitt on-site trailer. Airport ID badges must be displayed within the worksite at all times.

2. Airport Security Requirements

- a. The following badging requirements shall apply.

The airport is operated in strict compliance with Transportation Security Administration (TSA) and Federal Aviation Regulations (FAR), which prohibit unauthorized persons or vehicles in the Air Operations Area (AOA). Equipment and workmen will be restricted to the work area defined on the plans. Any violation by Nesbitt's personnel or sub-contractors will subject Nesbitt to penalties imposed by the TSA or the Authority.

Nesbitt will assume all fines against the Authority assessed to them by the TSA for Nesbitt's security violations. Typical fines are ten thousand dollars (\$10,000.00) or more per incident.

Nesbitt shall be responsible for the protection of the construction site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons. Security measures shall include such additional security fencing, barricades, lighting, and other measures as Nesbitt may deem necessary to protect the site.

Nesbitt's responsibilities for work areas are as follows:

- i. Nesbitt shall be held responsible for controlling his employees, subcontractors, and their employees with regard to traffic movement.
 - ii. Nesbitt shall rebuild, repair, restore, and make good at his own expense all injuries or damages to any portion of the work occasioned by his use of these facilities before completion and acceptance of his work.
 - iii. Nesbitt shall submit to the Engineer in writing a detailed work plan for each construction phase. The work plan shall include, but not be limited to, temporary electrical facilities, installation sequence of underground electrical and storm sewer systems, paving sequence, and installation sequence of electrical items. This plan shall be submitted 14 calendar days prior to the start of each construction phase. No work within the construction phase may commence until the phase work plan is approved.
 - iv. Nesbitt shall employ a full time traffic manager.
- b. The following language shall be used in all solicitations, Contracts and subcontracts requiring the distribution of security badges to Nesbitt, subcontractor or material supplier employees:
- i. Airport Access Badges All Nesbitt and/or subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display a Phoenix-Mesa Gateway Airport (IWA) airport security badge. Nesbitt shall submit a Security Badge Application form to the Authority security office for each employee requiring unescorted access, along with the current fee for each badge. The fee must be paid with submittal of application. The Security Badge Application form and instructions are available via the Internet at www.gatewayairport.com.
 - ii. Contractor Badging Process – Nesbitt is to follow the process below to obtain badges for their staff and subcontractors.
 - Step 1 – Contractor On-boarding
 1. A contractual agreement shall be established and executed with PMGAA.
 2. A sponsorship Form shall be completed by PMGAA Engineering Staff sponsoring the contractor/project.
 3. A Company Security Media Authorization (CSMA) form is completed by Nesbitt's company principal to sponsor airport security badges. The principal may delegate up to two (2) Authorized Signatories, including themselves if they choose to do so.
 - i. If an operational need exists, subcontractors may be permitted to complete a CSMA and sponsor badges, if sponsored by the Nesbitt, but all requests are reviewed on a case-by-case basis and are at PMGAA's discretion.
 4. Nesbitt shall retain responsibility for all badges issued to their employees and their subcontractors, in addition to complying with the Airport Security Program.
 5. Nesbitt will either need to produce a credit card at time of service for any payments or complete a credit card authorization form to place a card on file with the Badging Office. Alternative payment methods may be evaluated on a case-by-case basis and are at the discretion of PMGAA.
 - Step 2 – Authorized Signatories
 1. Designated Authorized Signatories will schedule an appointment to drop-off paperwork once the

CSMA form has been completed with the Badging Office.

2. Upon clearing the background process, Authorized Signatories will schedule appointment(s) to complete all required training to include, but not limited to, Authorized Signatory Training, Ramp Driver, etc.
 3. Once an Authorized Signatory is issued their badge, they may sign badge applications for their organization.
 - i. Signatories are required to comply with all audit and badge management procedures, regulations; to include an annual recurrent training.
- Step 3 – Applicant Processing
 1. An applicant will fill out a badging application, bring their required IDs (found on the last page of the badge application), and meet with their Authorized Signatory to validate the IDs and have the signatory sign the application. Once completed, the applicant may schedule an appointment with the Badging Office to drop off their application.
 - i. NOTE: At its discretion, PMGAA may facilitate bulk application drop-off based on operational need
 2. Once the applicant has cleared, the Authorized Signatory will be notified that the applicant has passed the background process and is ready for training. The Badging Office will coordinate with the PMGAA Engineering Team to determine the training requirements that must be completed based upon the project type.
 3. Upon completion of training and applicant will be issued their badge.
 - i. NOTE: At its discretion, PMGAA may facilitate bulk badge pick-up based on operational need
 4. Badges may be renewed up to 60 days prior to its expiration date. Badge renewals shall be contingent on operational needs of a project and at the discretion of PMGAA.
- c. All Nesbitt and sub-Contractor personnel that are to be issued an Airport Identification Badge are required to attend and successfully complete a training class before being issued an identification badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take 2 hours per person.

The types of training required will be determined by the scope and location of the work involved. All personnel that will receive Airport badges shall attend the security training. Additionally, personnel operating vehicles or equipment within the Restricted Area of the airport will attend Airport Driver training, all personnel working near active movement areas will attend the Operational Safety on Airports training and any personnel acting as a Gate Guard/Crossing Guard will attend the Gate Guard/Crossing Guard training.
 - d. Additional information, including a “Frequently Asked Questions” is available via the Internet at www.gatewayairport.com or by contacting the Authority Badging Office at 480.988.7522 or via email to badgingoffice@gatewayairport.com
The Badging Office is located at 5803 S. S. Sossaman Rd., Mesa AZ 85212.
 - e. Nesbitt should allow thirty (30) business days lead time for employee badges to be issued.
 - f. Nesbitt shall immediately notify Airport Operations/Badging Office of any Nesbitt personnel whose employment status has changed.
 - g. Nesbitt shall be responsible for retrieving all security badges and keys and return them to the Badging Office. A fee will be charged for each badge that is damaged, lost or not returned.
 - h. The Authority Badging Office will require the following from each badge applicant before a security badge is issued:
 - i. Security Badge Application - All employees are required to complete a security badge application form. The security badge application is available via the Internet at www.gatewayairport.com.

Contractor-Provided Escorts - The job superintendent and assistant superintendent will be responsible for escorting their non-badged employees, visitors, vendors, subcontractors and material suppliers while on the job site, assuring that no breaches of the Airport security program occur.

- ii. Company Security Media Authorization - A Principal of Nesbitt is required to complete and submit to the Authority Badging Office this form, which identifies authorized signatories for Nesbitt.

For current badging hours or any other questions pertaining to badging, please call the Badging Office at 480.988.7522.

- iii. Airport security badges are issued by the Authority Airport Operations and will be required when working within the Restricted Area. It is recommended that Superintendents, Foremen, Supervisors, or Leads be issued an airport security badge who then can provide the required escort for their work crew.

- Airport ID badges issued by the Airport are property of the Airport and must be surrendered upon the request of any Airport personnel.
- No person shall loan or provide airport ID badges to anyone other than to whom the badge was issued.
- Airport ID badges must be properly displayed on the outermost garment, above the waist, at all times while within the Restricted Area.
- Airport ID badges shall not be mutilated or altered from its original form in any way, nor shall any such media be reproduced or copied in such a manner as to degrade the security of the ID system.
- Airport ID badges are non-transferable.
- Damaged badges will be subject to a replacement fee.
- Contractors are required to wear the armband that accompanies the badge.
- Nesbitt shall be assessed a fee for each lost/unreturned badge.
- Nesbitt must immediately report to the Badging Office any lost badge or any employee who quits or is terminated, and the employee's badge must be returned to the Authority.

- j. Access Control

Any time access is required within the Restricted Areas Nesbitt shall be responsible for assuring that no breaches of airport security occur. Restricted areas are fenced and must remain fenced at all times. The gates will remain closed and locked or a guard will be provided at Nesbitt's expense. Nesbitt will furnish the guard with a roster of his personnel and ensure that each individual has adequate identification. The duplicate keys for each lock will be turned over to the airport authorities.

- No person shall enter the Nesbitt worksite without authorization. Any person found within the worksite without proper identification as describe herein shall be considered unauthorized and shall be removed from the worksite.
- All persons authorized access to the worksite shall display a valid Airport ID badge issued by the Authority or be under authorized escort.
- Persons authorized to provide escorts include the Authority staff and designated Nesbitt supervisors. The number of personnel being escorted shall not exceed ten (10) non-badged personnel; this includes vendors, subcontractors, visitors and part-time workers. Equipment Operators are not allowed to provide escort while operating equipment. **Failure to provide an escort can result in loss of escort privileges, fines, revocation of the security badge, or all three.**

- k. Challenge Procedures

All personnel are responsible for challenging and reporting anyone in their work areas not displaying an Airport ID badge. Personnel shall contact Airport Operations and/or Mesa Police Department and detain person(s) if safe to do so.

3. Airport Safety Requirements

a. Operation of Vehicles

No vehicle shall operate within the Airport Restricted Area:

- Unless operated by an individual in possession of a valid Airport Identification Badge with a drivers endorsement or, under the direct escort of someone who is.
- In a careless or negligent manner.
- With disregard of the rights and safety of others.
- At a speed or in a way which endangers persons or property.
- While the driver is under the influence of drugs or alcohol.
- If such vehicle is loaded or maintained as to endanger persons or property.

b. Speed Limits

Nesbitt and Subcontractors shall observe and obey the posted speed limit on roadways on and around the work area.

c. Vehicle Accidents

Each operator of a motor vehicle involved in an accident on the airport that results in damage to property or personal injury shall first contact 9-1-1 and then report it fully to the Airport Operations Department as soon as possible after the accident. The report must include the name and address of the person reporting. Copies of reports taken by City of Mesa are acceptable for incidents that occur in the public areas of the airport.

d. Hearing Protection

Nesbitt personnel working on or adjacent to the AOA are encouraged to wear hearing protection.

e. Worker Injuries

In the event of a serious injury requiring medical attention call 911. If called from a cell phone, tell the emergency operator to connect to the City of Mesa Emergency Dispatch, otherwise the call will be routed to Maricopa County Dispatch and that will delay emergency response. All injuries must also be reported to Airport Operations as soon as possible.

f. After Hours Contacts

Nesbitt shall submit to PMGAA a list of personnel who can be contacted 24 hours a day, seven (7) days a week and can respond in a reasonable time frame regarding any possible emergency on the work site. The list must include names, job title and phone numbers.

g. Daily Site Inspections

Prior to Nesbitt leaving the worksite for the day, an inspection of the site shall be completed. All discrepancies noted in the inspection must be corrected to the satisfaction of the Engineer prior to Nesbitt leaving the worksite.

h. Deliveries

All deliveries for Nesbitt shall be received by Nesbitt. Deliveries will not be accepted by anyone other than Nesbitt. The Authority nor its authorized representatives will not accept or be responsible for deliveries.

i. Haul Routes

- The majority of the haul route is in the City of Mesa Public Right-of-Way and Nesbitt shall abide by City of Mesa Traffic regulations. Nesbitt shall maintain access in the vicinity of the haul routes to provide access to the parking lot and the Authority vehicles.

j. Cranes or Mobilized Equipment

All activities involving cranes or mobilized vehicles exceeding 20 feet in height on or near the AOA require 48-hour advance coordination with Airport Operations. The following information is required:

- Location of equipment
- Maximum extendable height
- Duration of use
- Daily hours of operation
- Whether or not the crane can be lowered when not in use

Equipment must be lowered to its stowed height when not in use or as otherwise directed. The **highest point** of each piece of equipment shall be marked by a 3' x 3' orange and white checkered flag. At night and during periods of low visibility, the highest point of the crane must be marked by a red obstruction light. Crews must be prepared to remove equipment promptly if so directed.

Nesbitt is advised that it may take up to 12 weeks to obtain an airspace determination for construction equipment (such as a concrete batch plant if he elects to use one), and he must submit information required for inclusion into the 7460 airspace evaluation submittal as soon as feasible after Notice Of Award in order to not delay the project schedule. This review should be included in Nesbitt's schedule.

k. Staging & Storage Area

All Nesbitt materials, equipment and supplies shall be within Nesbitt's designated staging & storage area. All staging & storage areas shall be marked, debris boxes covered and area kept neat and clean of debris.

For equipment that must remain in the work area, the following conditions must be met:

- Be marked with lighted barricades around the equipment perimeter with a spacing of no more than 10 feet.
- Be coordinated at least 48 hours in advance with the Engineer.
- The highest point of the equipment marked and lit with a red flashing/steady burning omni-directional obstruction light.

l. Barricades & Lighting

The perimeters of the actual work areas, all uneven surfaces, mounds and excavations shall be adequately barricaded in accordance with the plans and contract documents including but not limited to vertical panel barricades, low level barricades and/or Type II barricades and lighted with omni-directional flashing red lights to prevent intrusion by taxiing aircraft, equipment, personnel and vehicles.

Nesbitt shall provide and maintain all low-profile and vertical panel barricades and LED omni-directional lights, night and day. The lights for the low-level barricades shall be capable to be "screwed in" to the barricade. Low-profile barricades shall be orange and white in color and shall be a minimum of eight (6) feet in length and approximately ten (10) inches in height. All cones and other marking devices must be lighted or equipped with reflectors during periods of darkness as directed by Airport Operations.

All barricades, lights, flags and cones must be maintained and kept in proper working order by Nesbitt day and night. All burnt out lights must be replaced immediately. Barricades, lights, flags and cones must remain upright at all times.

The low-profile barricades must always be filled with water. In situations of adverse weather, the placement of sandbags on barricades may also be required. Nesbitt must also keep an adequate supply of extra barricades and lights on site for replacement. Escorts for barricade maintenance must be provided by Nesbitt or coordinated in advance with Airport Operations.

Only red, battery powered or approved solar powered, lights are acceptable at the airport.

m. Trenches and Excavations

Contractors shall close trenches located within active safety areas at the end of each workday. No open trenches or excavations will be allowed within the following active safety areas without prior coordination and approval with the Engineer:

- Open trenches not to exceed 500 feet in length at any one time.
- Spoils from excavations are to be placed closest to the trench.
- Spoils length not to exceed 500 feet in length at any one time.
- Spoil height is not to exceed 4 feet or any height that would cause a visual obstruction.
- Spoils not returned to the trench or removed from the worksite are to be properly marked with lighted barricades with a spacing of no more than 10' or that to properly delineate the trench.

n. Stockpiled Material

Stockpiled materials are allowed only within Nesbitt's designated staging & storage areas.

o. Weapons

No person, except a peace officer, authorized air carrier employee, airport employee or a member of an armed force of the United States on official duty, shall carry any weapon, explosive, or inflammable material on or about his person, openly or concealed, in the Restricted Area of the airport without the written permission of the Airport Director, Deputy Director or Director of Operations and Maintenance. A weapon includes all those listed in Section 13-301, Arizona Revised Statutes. No person shall furnish, give, sell, or trade a weapon on airport property.

p. Construction Flagmen

Construction flagmen will be required at any crossings of taxiways by construction equipment.

4. Schedule of Fines

Due to both the safety and security precautions necessary at the airport, failure of Nesbitt to adhere to the prescribed requirements/regulations has consequences that may jeopardize the health, welfare and lives of the customers and employees at the airport, as well as Nesbitt's own employees. Therefore, if Nesbitt is found to be in non-compliance with the security, airfield badging/licensing and airfield safety requirements by either the Owner's personnel or the Engineer or his representatives, the Owner may issue Notice of Violation (NOV). Nesbitt may appeal the NOV, however appeals must be made in writing, and within four (4) calendar days of the offending incident, to the Authority Project Representative. The appeal shall state, in sufficient detail, why the NOV/circumstances is unwarranted. A final and binding decision on the appeal will be made by Airport Operations within ten (10) working days of receipt of the appeal, Nesbitt will then be notified of this decision in writing. No further appeals to the specific NOV will be considered/accepted. Subsequent

finest and/or requirements, if any, will be applied in accordance with the Schedule of Fines table (on the next page), and the applicable amount will be withheld from Nesbitt's monthly payment application following the date of the violation. Nesbitt shall be held financially responsible for all NOV's issued to their subcontractors, lower tier subcontractors, or material suppliers associated with this Contract.

DESCRIPTION OF FINES:	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE
Parking in unauthorized areas.	\$1,000	\$2,500	\$5,000
Not having proper and current Airport Security Badge or not properly displaying Airport Security Badge.	\$1,000	\$5,000	\$15,000
Unauthorized access to AOA by construction personnel or access through construction gate by unauthorized personnel.	\$1,000	\$5,000	\$15,000
Failure to Escort / be Escorted.	\$1,000	\$5,000	\$15,000
Failure to secure an access gate / door when not in use, or failure to wait for an automated gate / door to close.	\$5,000	\$10,000	\$15,000
Operating a vehicle or mobile construction equipment without a current Ramp Driver's permit.	\$1,000	\$5,000	\$15,000
Failure to stop at a designated Stop, or exceeding the maximum speed limit, or deviating from designated service roadway or haul routes.	\$2,500	\$5,000	\$15,000
Failure to yield to airside personnel or vehicles.	\$1,000	\$5,000	\$15,000
Failure to yield to an aircraft and/or causing an aircraft to deviate from intended course.	\$5,000	\$10,000	\$15,000
No logo on vehicle or logo is not correct in name and dimension.	\$1,000	\$5,000	\$15,000
Runway incursion.	\$15,000	\$20,000	\$25,000
Runway/Taxiway deviation of an active taxiway, or apron.	\$10,000	\$15,000	\$20,000
Safety violation, such as insufficient barricades, or no flags or amber beacons on vehicle or equipment. Or no red obstruction lighting on cement silo, batch plants, cranes or other equipment with significant height.	\$5,000	\$10,000	\$15,000
Non-compliance with the Authority's lock-out tag-out procedures.	\$5,000	\$10,000	\$15,000
Failure to backfill open trenches within time specified.	\$5,000	\$10,000	\$15,000
Failure to provide lighted barricades.	\$5,000	\$10,000	\$15,000
Failure to provide functional temporary edge lighting.	\$5,000	\$10,000	\$15,000
All other NOV not listed in this Table 1.	\$1,000	\$5,000	\$15,000



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

Board Action Item

Re: Resolution 24-39

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: TWY W Rehabilitation – Kimley-Horn & Associates for Construction Administration Services – CIP 744
Date: August 20, 2024

Proposed Motion

To approve an Authorization of Services with Kimley-Horn & Associates (Kimley-Horn) for Construction Administration Services for the Taxiway W Rehabilitation Project, in an amount not-to-exceed \$122,869.18 under CIP 744.

Narrative

Taxiway W is located east of the existing commercial aircraft ramp, and a recent Pavement Condition Index (PCI) report showed that a majority of the taxiway (Section 10) was in Satisfactory Condition with an average PCI of 81; however, the east side of the taxiway (Section 20) is in Poor Condition with an average PCI of 55.

The taxiway pavement needs rehabilitation with most of the effort needed to improve Section 20. This project will include slab replacement, full and partial depth repair, backer rod and joint sealant replacement, crack repair, and edge/corner spall repair.

In 2024, a Request for Qualifications, 2024-005-RFQ for On-Call Engineering Services was issued. Kimley-Horn was one of two firms selected as the most qualified. In accordance with the terms of our agreement, 20240076, Kimley-Horn worked with Airport staff to refine a Scope of Work for Construction Administration Services for the Taxiway W Rehabilitation Project. The cost for these services was negotiated based upon the contract fee schedule at a cost not-to-exceed \$122,869.18.

Fiscal Impact

These Construction Administration Services were included in FY25 Capital Budget as a carry-over project and will be funded by an ADOT Grant and PMGAA Match under CIP 744.

Attachment(s): Authorization of Services



RESOLUTION NO. 24-39

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

WHEREAS the Authority desires to approve an Authorization of Services with Kimley-Horn & Associates (Kimley-Horn) for Construction Administration Services for the Taxiway W Rehabilitation Project, in an amount not-to-exceed \$122,869.18 under CIP 744;

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

The Board of Directors of the Authority hereby approves an Authorization of Services with Kimley-Horn & Associates (Kimley-Horn) for Construction Administration Services for the Taxiway W Rehabilitation Project, in an amount not-to-exceed \$122,869.18 under CIP 744. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



AUTHORIZATION OF SERVICES
Kimley-Horn & Associates, AOS 20240076 25-02

The signing of this Authorization (Agreement) by Phoenix-Mesa Gateway Airport Authority (PMGAA) and Kimley-Horn & Associates, 7740 N. 16th Street, Suite 300, Phoenix, AZ 85020 ("Kimley-Horn"), authorizes Kimley-Horn to carry-out and complete the services described below in consideration of the mutual covenants set forth below:

1. **PROJECT:** Taxiway W Rehabilitation Project CIP 744.
2. **SCOPE OF WORK:** Perform and provide Construction Administration Services for the Taxiway W Rehabilitation Project. The Construction Administration Services will consist of construction support and observation of the rehabilitation of the existing Taxiway W structural Portland Cement Concrete (PCC) Pavement Section by methodologies that include: slab replacement, joint sealant replacement, crack repair, and edge/corner spall repairs, pavement markings, and localized Asphalt Concrete VSR pavement.
3. **FEE FOR SERVICES:** The fee for services shall be based upon the attached scope of work, not to exceed One hundred twenty-two thousand, eight hundred sixty-nine dollars and eighteen cents (\$122,869.18), utilizing an ADOT Grant and PMGAA Matching non-grant funds under CIP 744, without the express written approval of PMGAA.
4. **AVAILABILITY OF PROJECT FUNDING:** The approval and continuation of this Agreement is subject to the availability of funds provided to, made available to, or appropriated by PMGAA for this purpose. In the event that funds are not available or appropriated for PMGAA's payment requirements under this Agreement for the goods and/or services to be provided hereunder, PMGAA may terminate this Agreement by providing notice to the consultant of the lack of the availability of funds. The consultant acknowledges and agrees that one source of funding for this Agreement may be funds made available from the Federal Aviation Administration and/or Arizona Department of Transportation, and that this Agreement, its approval, and continuation, may be contingent on the availability of those funds being made to PMGAA.
5. **INCORPORATED:** The following documents are hereby incorporated with this Authorization of Services and made part thereof:

PMGAA Agreement 20240076 dated December 19, 2023.

6. **ATTACHED:** The following documents are attached to this Agreement and are incorporated herein by this reference made part thereof:


Scope and Fee Proposal dated May 2024.

PMGAA and Kimley-Horn & Associates acknowledge that they are in agreement with the terms and conditions as set forth in this Authorization.

APPROVED FOR PMGAA:

ACCEPTED FOR Kimley-Horn & Associates:

By: _____

By:  _____

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

Print: Sterling Magretto

Title: Executive Director/CEO

Title: Sr Vice President

Date: _____

Date: 8/8/24



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

Board Action Item

Re: Resolution 24-40

To: Board of Directors
From: Art Montoya, Information Technology Director
Through: Chuck Odom, CFO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Common Use Passenger Processing System – Amadeus Airport IT Americas, Inc. - CIP 1290
Date: August 20, 2024

Proposed Motion

To authorize the Executive Director/CEO and/or delegate to negotiate and for the Executive Director/CEO to execute final contracts for the Airport's Common Use Passenger Processing System (CUPPS) with Amadeus Airport IT Americas, Inc. (Amadeus) for equipment, installation, and support and maintenance in an amount not to exceed \$1,500,000.

Narrative

Phoenix-Mesa Gateway Airport Authority (PMGAA) provides a Common Use System to support airline operations from 11 gates and 16 2-position check-in counters for a total of 32 ticketing stations. As part of the CUPPS solution, PMGAA utilizes a Content Management System (CMS) and Flight Information Display System (FIDS) throughout the terminal to provide timely information to passengers as well as a Resource Management System (RMS) to manage its operational resources, including gates, stands, check-in counters, and ground handling equipment. A contract and billing solution is also integrated with the CUPPS. In addition to software, the CUPPS includes hardware such as computers, printers, and scanners utilized at the ticket counters and gate counters.

The current system in use at PMGAA has been deprecated. While the software systems are still supported by the vendor, on a reduced basis, no new updates or patches will be developed. Additionally, system hardware components in the terminal complex are approaching eight years of service and hardware failures have necessitated replacement of the hardware components. The replacement solution will bring the Airport to current software versions and includes the replacement of all computer hardware and software.

A Request for Proposals, 2024-015-RFP, Airport CUPPS, was issued on 3/26/2024 and advertised in the Arizona Business Gazette on 4/4, 4/11, 4/18, 4/25/24. It was also posted on the AzAA, ACC, ACI-NA, and SWAAAE websites, as well as the Phoenix-Mesa Gateway Airport Authority Website. In addition, the RFP was emailed to 7 prospective vendors. Proposals were received, on 5/23/24, from five (5) vendors.

AeroCloud Systems, Inc. & PM Technologies, Inc.
Amadeus Airport IT Americas, Inc.
Collins Aerospace (ARINC Inc.)
Emboss USA, Inc.
SITA Information Networking Computing USA, Inc.

Page 2 of 2: BAI - Common Use Passenger Processing System – Amadeus Airport IT Americas, Inc. -
CIP 1290

The Evaluation Panel reviewed all submitted proposals and selected three (3) vendors for further consideration to conduct a product demonstration and interview (Amadeus, Collins Aerospace, and SITA). Based on the proposals, the vendor's product demonstration, responses to interview questions, and the overall ranking against the evaluation criteria, the Evaluation Panel recommends award to Amadeus.

Fiscal Impact

This project is included in the FY25 capital budget and is funded with CIP 1290 using non-grant funds.

Attachment(s)

N/A



RESOLUTION NO. 24-40

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

WHEREAS the Authority desires to authorize the Executive Director/CEO and/or delegate to negotiate and for the Executive Director/CEO to execute final contracts for the Airport’s Common Use Passenger Processing System (CUPPS) with Amadeus Airport IT Americas, Inc. (Amadeus) for equipment, installation, and support and maintenance in an amount not to exceed \$1,500,000;

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

The Board of Directors of the Authority hereby authorizes the Executive Director/CEO and/or delegate to negotiate and for the Executive Director / CEO to execute final contracts for the Airport’s Common Use Passenger Processing System (CUPPS) with Amadeus Airport IT Americas, Inc. (Amadeus) for equipment, installation, and support and maintenance in an amount not to exceed \$1,500,000. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



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

Board Action Item

Re: Resolution 24-41

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Asphalt/Pavement Maintenance and Repairs, Airfield – Sunland Asphalt of Arizona, Inc. – CIP 1284
Date: August 20, 2024

Proposed Motion

To authorize the purchase of airfield asphalt repair services with Sunland Asphalt of Arizona, Inc. (Sunland) for an amount not to exceed \$135,000.

Narrative

Due to use, age and weather, the condition of the asphalt on taxiways and perimeter road shoulders requires crack-fill and seal coating maintenance to reduce further deterioration. Increased activity coincides with an increase in deterioration. There continues to be increasing GA and commercial flight activity, including heavy cargo and firefighting aircraft. Periodic asphalt crack-fill and seal coating is necessary to maintain accessibility for users.

The recommended course of action includes crack-fill and seal coat of asphalt surfaces as needed throughout the airport. Authorization of the purchase of airfield asphalt repair services is necessary to reduce FOD, repair deterioration and extend life cycles.

PMGAA and Sunland, who acquired Ace Asphalt of Arizona, Inc. (Ace), are both participants of the Mohave Educational Service Cooperative (MESCC) Purchasing Group. Under MESCC, Ace was awarded Contract #19P-ACE-0318 for asphalt products and services, and it is through this competitive selection that PMGAA will utilize Sunland for asphalt services. This contract is available upon request.

Fiscal Impact

The maintenance expenses were included in the FY25 capital budget under CIP 1284.

Attachment(s)

Agreement to Use



RESOLUTION NO. 24-41

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

WHEREAS the Authority desires to authorize the purchase of airfield asphalt repair services with Sunland Asphalt of Arizona, Inc. (Sunland) for an amount not to exceed \$135,000;

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

The Board of Directors of the Authority hereby authorizes the purchase of airfield asphalt repair services with Sunland Asphalt of Arizona, Inc. (Sunland) for an amount not to exceed \$135,000. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
5835 SOUTH SOSSAMAN ROAD
MESA, ARIZONA 85212-6014

PHONE (480) 988 7600
FAX (480) 988 2315

**Agreement to Use
Mohave Cooperative Contract #19-ACE-0318
via Cooperative Purchasing Agreement**

Whereas, the Phoenix-Mesa Gateway Airport Authority (PMGAA) is a member of the Mohave Cooperative allowing it to utilize existing contracts entered into by other Mohave Cooperative members; and

Whereas, Mohave Cooperative has executed contract 19-ACE-0318 with Ace Asphalt of Arizona, Inc. for Asphalt Products & Services; and

Whereas, PMGAA and Ace Asphalt of Arizona, Inc. desire to utilize the terms and conditions of Mohave Cooperative contract 19-ACE-0318, including pricing that was competitively bid.

NOW THEREFORE, in consideration of the payment of fees and the performance by the parties of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

- A. CONTRACT:** This Agreement incorporates by reference and attachment all the terms and conditions of that certain cooperative purchasing contract 19-ACE-0318, between Mohave Cooperative and Ace Asphalt of Arizona, Inc., except:
1. All references to Mohave Cooperative shall be replaced with Phoenix-Mesa Gateway Airport Authority;
 2. The contract between Ace Asphalt of Arizona, Inc. and Phoenix-Mesa Gateway Airport Authority is independent of the Mohave Cooperative contract 19-ACE-0318.
 3. Billing and Delivery information shall be stated on PMGAA's purchase order(s).
 4. This Agreement to Use shall not obligate PMGAA to purchase goods and/or services until PMGAA issues a purchase order to Ace Asphalt of Arizona, Inc. for such goods/and or services.

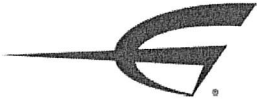
To the extent applicable under Arizona Revised Statutes § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the Authority.

- B. FEE FOR SERVICES:** The fees to be utilized for this contract shall be as per original bid with Mohave Cooperative, with the following exceptions:
1. Quantities shall be adjusted to reflect the actual needs of PMGAA and detailed in PMGAA's purchase order issued to Ace Asphalt of Arizona, Inc.

C. CONTRACT TERM

This Agreement is effective as of March 18, 2020 and shall terminate on March 18, 2025 unless terminated, cancelled, or extended as provided in the original contract between Mohave Cooperative and Ace Asphalt of Arizona, Inc.

The approval and continuation of this contract is subject to the availability of funds either provided to, made available to, or appropriated by the Phoenix-Mesa Gateway Airport Authority for this purpose. In the event that funds are not available or appropriated for Phoenix-Mesa Gateway Airport Authority's payment requirements under this contract for the goods and/or services to be provided hereunder the Phoenix-Mesa



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5835 SOUTH SOSSAMAN ROAD
MESA, ARIZONA 85212-6014

PHONE (480) 988 7600
FAX (480) 988 2315

Gateway Airport Authority may terminate this contract by providing notice to the contractor of the lack of the availability of funds.

Executed as of the Effective Date.

Ace Asphalt of Arizona, Inc.

A(n) Arizona corporation

By: 

Name: Scott Phillips

Title: President

Date: 3/19/2020

PMGAA

PHOENIX MESA GATEWAY AIRPORT
AUTHORITY, a joint powers airport authority
authorized by the State of Arizona

By: 

Name: Chuck Olson

Title: CEO

Date: 3/23/2020



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

Board Action Item

Re: Resolution 24-42

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Asphalt/Pavement Repair, Rehabilitation, Rubber/Paint Removal, Airfield - Hi-Lite
Airfield Services, LLC – CIP 1284
Date: August 20, 2024

Proposed Motion

To authorize the purchase of airfield asphalt repair services with Hi-Lite Airfield Services, LLC (Hi-Lite) for an amount not to exceed \$130,000.

Narrative

Due to use, age and weather, the condition of runway overruns requires rehabilitation to reduce further deterioration. Continued environmental exposure increases deterioration. Additionally, overruns help mitigate the effects of runway excursions and require periodic service to maintain accessibility and safety for users.

The recommended course of action includes rehabilitation of runway overrun areas as needed throughout the airport. Authorization of the purchase of airfield asphalt repair services is necessary to reduce FOD, repair deterioration and extend life cycles.

PMGAA and Hi-Lite are both participants of the Sourcewell purchasing group.

Under Sourcewell, Hi-Lite was awarded Contract #110122-HLA for products and services, including airfield pavement maintenance, and it is through this competitive selection that PMGAA will utilize Hi-Lite for asphalt services. This contract is available upon request.

Fiscal Impact

The maintenance expenses were included in the FY25 capital budget under CIP 1284.

Attachment(s)

Agreement to Use



RESOLUTION NO. 24-42

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

WHEREAS the Authority desires to authorize the purchase of airfield asphalt repair services with Hi-Lite Airfield Services, LLC (Hi-Lite) for an amount not to exceed \$130,000;

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

The Board of Directors of the Authority hereby authorizes the purchase of airfield asphalt repair services with Hi-Lite Airfield Services, LLC (Hi-Lite) for an amount not to exceed \$130,000. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
5835 SOUTH SOSSAMAN ROAD
MESA, ARIZONA 85212-6014

PHONE (480) 988 7600
FAX (480) 988 2315

**Agreement to Use
Sourcewell Contract #110122-HLA
via Cooperative Purchasing Agreement**

Whereas, the Phoenix-Mesa Gateway Airport Authority (PMGAA) is a member of Sourcewell allowing it to utilize existing contracts entered into by other Sourcewell members; and

Whereas, Sourcewell has executed contract #110122-HLA with Hi-Lite Airfield Services, LLC (Hi-Lite) for Asphalt Pavement Services; and

Whereas, PMGAA and Hi-Lite desire to utilize the terms and conditions of Sourcewell contract #110122-HLA, including pricing that was competitively bid.

NOW THEREFORE, in consideration of the payment of fees and the performance by the parties of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

- A. CONTRACT:** This Agreement incorporates by reference and attachment all the terms and conditions of that certain cooperative purchasing contract #110122-HLA, between Sourcewell and Hi-Lite except:
1. All references to Sourcewell shall be replaced with Phoenix-Mesa Gateway Airport Authority.
 2. The contract between Hi-Lite and Phoenix-Mesa Gateway Airport Authority is independent of the Sourcewell contract #110122-HLA.
 3. Billing and Delivery information shall be stated on PMGAA's purchase order(s).
 4. This Agreement to Use shall not obligate PMGAA to purchase goods and/or services until PMGAA issues a purchase order to Hi-Lite for such goods/and or services.

To the extent applicable under Arizona Revised Statutes § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the Authority.

- B. FEE FOR SERVICES:** The fees to be utilized for this contract shall be as per original bid with Sourcewell, with the following exceptions:
1. Quantities shall be adjusted to reflect the actual needs of PMGAA and detailed in PMGAA's purchase order issued to Hi-Lite.

C. CONTRACT TERM

This Agreement is effective as of July 31, 2024, and shall terminate on January 13, 2027, unless terminated, cancelled, or extended as provided in the original contract between Sourcewell and Hi-Lite.

The approval and continuation of this Agreement is subject to the availability of funds either provided to, made available to, or appropriated by the Phoenix-Mesa Gateway Airport Authority for this purpose. In the event that funds are not available or appropriated for Phoenix-Mesa Gateway Airport Authority's payment requirements under this Agreement for the goods and/or services to be provided hereunder the Phoenix-Mesa Gateway Airport Authority may terminate this contract by providing notice to the contractor of the lack of the availability of funds.



PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
5835 SOUTH SOSSAMAN ROAD
MESA, ARIZONA 85212-6014

PHONE (480) 988 7600
FAX (480) 988 2315

Executed as of the Effective Date.

Hi-Lite Airfield Services, LLC
a Texas Limited Liability Company

PMGAA
PHOENIX MESA GATEWAY AIRPORT
AUTHORITY, a joint powers airport authority
authorized by the State of Arizona

By: 

By: 

Name: Kelly Spinner

Name: Chuck Odom

Title: VP of Finance

Title: CFO

Date: August 2, 2024

Date: 8/6/2024



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

Board Action Item

Re: Resolution 24-43

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Asphalt/Pavement Maintenance and Repairs, Landside - Sunland Asphalt of Arizona, Inc. – CIP 1283
Date: August 20, 2024

Proposed Motion

To authorize the purchase of landside asphalt repair services with Sunland Asphalt of Arizona, Inc. (Sunland) for an amount not to exceed \$121,500.

Narrative

Due to use, age and weather, the condition of the landside parking areas and drive lanes requires asphalt crack-fill and seal coating maintenance to reduce further deterioration. Increased activity coincides with an increase in deterioration. There continues to be increasing activity at the airport and automobile parking lots and driveways require periodic asphalt crack-fill and seal coating to maintain accessibility for users.

The recommended course of action includes crack-fill and seal coat of asphalt surfaces as needed throughout the airport. Authorization of the purchase of landside asphalt repair services is necessary to repair deterioration and extend life cycles.

PMGAA and Sunland, who acquired Ace Asphalt of Arizona, Inc. (Ace), are both participants of the Mohave Educational Service Cooperative (MESC) Purchasing Group. Under MESC, Ace was awarded Contract #19P-ACE-0318 for asphalt products and services, and it is through this competitive selection that PMGAA will utilize Sunland for asphalt services. This contract is available upon request.

Fiscal Impact

The maintenance expenses were included in the FY25 operating budget under CIP 1283.

Attachment(s)

Agreement to Use



RESOLUTION NO. 24-43

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

WHEREAS the Authority desires to authorize the purchase of landside asphalt repair services with Sunland Asphalt of Arizona, Inc. (Sunland) for an amount not to exceed \$121,500;

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

The Board of Directors of the Authority hereby authorizes the purchase of landside asphalt repair services with Sunland Asphalt of Arizona, Inc. (Sunland) for an amount not to exceed \$121,500. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



**Agreement to Use
Mohave Cooperative Contract #19-ACE-0318
via Cooperative Purchasing Agreement**

Whereas, the Phoenix-Mesa Gateway Airport Authority (PMGAA) is a member of the Mohave Cooperative allowing it to utilize existing contracts entered into by other Mohave Cooperative members; and

Whereas, Mohave Cooperative has executed contract 19-ACE-0318 with Ace Asphalt of Arizona, Inc. for Asphalt Products & Services; and

Whereas, PMGAA and Ace Asphalt of Arizona, Inc. desire to utilize the terms and conditions of Mohave Cooperative contract 19-ACE-0318, including pricing that was competitively bid.

NOW THEREFORE, in consideration of the payment of fees and the performance by the parties of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

- A. CONTRACT:** This Agreement incorporates by reference and attachment all the terms and conditions of that certain cooperative purchasing contract 19-ACE-0318, between Mohave Cooperative and Ace Asphalt of Arizona, Inc., except:
1. All references to Mohave Cooperative shall be replaced with Phoenix-Mesa Gateway Airport Authority;
 2. The contract between Ace Asphalt of Arizona, Inc. and Phoenix-Mesa Gateway Airport Authority is independent of the Mohave Cooperative contract 19-ACE-0318.
 3. Billing and Delivery information shall be stated on PMGAA's purchase order(s).
 4. This Agreement to Use shall not obligate PMGAA to purchase goods and/or services until PMGAA issues a purchase order to Ace Asphalt of Arizona, Inc. for such goods/and or services.

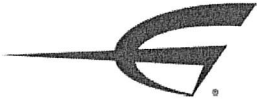
To the extent applicable under Arizona Revised Statutes § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the Authority.

- B. FEE FOR SERVICES:** The fees to be utilized for this contract shall be as per original bid with Mohave Cooperative, with the following exceptions:
1. Quantities shall be adjusted to reflect the actual needs of PMGAA and detailed in PMGAA's purchase order issued to Ace Asphalt of Arizona, Inc.

C. CONTRACT TERM

This Agreement is effective as of March 18, 2020 and shall terminate on March 18, 2025 unless terminated, cancelled, or extended as provided in the original contract between Mohave Cooperative and Ace Asphalt of Arizona, Inc.

The approval and continuation of this contract is subject to the availability of funds either provided to, made available to, or appropriated by the Phoenix-Mesa Gateway Airport Authority for this purpose. In the event that funds are not available or appropriated for Phoenix-Mesa Gateway Airport Authority's payment requirements under this contract for the goods and/or services to be provided hereunder the Phoenix-Mesa



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PHONE (480) 988 7600
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Gateway Airport Authority may terminate this contract by providing notice to the contractor of the lack of the availability of funds.

Executed as of the Effective Date.

Ace Asphalt of Arizona, Inc.

A(n) Arizona corporation

By: 

Name: Scott Phillips

Title: President

Date: 3/19/2020

PMGAA

PHOENIX MESA GATEWAY AIRPORT
AUTHORITY, a joint powers airport authority
authorized by the State of Arizona

By: 

Name: Chuck Olson

Title: CEO

Date: 3/23/2020



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

Board Action Item

Re: Resolution 24-44

To: Board of Directors
From: Veronica Lewis, Human Resources Director
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Update Personnel Rules
Date: August 20, 2024

Proposed Motion

To approve the amended and restated Phoenix-Mesa Gateway Airport Authority Personnel Rules.

Narrative

Phoenix-Mesa Gateway Airport Authority (PMGAA) staff has reviewed the PMGAA Board of Director's adopted Personnel Rules that allow the Authority to operate effectively and efficiently. Recommended changes to the Personnel Rules are summarized below:

- Grammatical and clarifying updates throughout.
- Update performance-based lump sum payment to be paid out per pay period instead of a one-time payment.
- Updated absence from work and created Statutory Sick Leave category to be compliant with AZ State Law while allowing management to address attendance issues.
- Change sick leave conversion as follows:
 - At 480 hours employees have the option to convert 50% of future accrued sick time to vacation. The other half remains sick time.
 - At 1040 hours employees have the option to convert 100% of future accrued sick time to vacation.
- Update sick time at separation:
 - After 10 years of service payout eligible at 25%
 - After 15 years of service payout eligible at 50%
 - At retirement/death payout eligible at 50%
 - Max payout of 520 hours
- Update to Bereavement Leave:
 - 4 days of bereavement pay for immediate family
 - 2 days of bereavement pay for extended family

Fiscal Impact

There is no fiscal impact.

Attachment(s)

Draft Personnel Rules with red-line changes



RESOLUTION NO. 24-44

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

WHEREAS the Authority desires to approve the amended and restated Phoenix-Mesa Gateway Airport Authority Personnel Rules;

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

The Board of Directors of the Authority hereby approves the amended and restated Phoenix-Mesa Gateway Airport Authority Personnel Rules. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



PHOENIX-MESA GATEWAY AIRPORT AUTHORITY

PERSONNEL RULES

Effective ~~May 1, 2022~~ September 1, 2024

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I. ADMINISTRATIVE

SECTION 1.1: DEFINITIONS

The following words and phrases used in these Rules have the following defined meanings unless otherwise clearly indicated by the context.

Accrual – The accumulation of leave time.

Administrative Leave – Management directed time off with pay for an employee that is not charged against the employee’s paid time off categories.

Announcement/Posting – The notice of intent to fill a position.

Applicant – An individual who has submitted an application for a posted employment opening.

Chain-of-Command – In the workplace, includes the supervisory responsibilities sequence of employee, supervisor, manager, director, and the executive.

Classification – A group of positions similar as to duties performed, scope of discretion and responsibility, skills and qualifications requirements, and other such characteristics that the same title, pay range, and job description is applied.

Common Review Date – A common date of October 1 upon which employees are evaluated for performance-based pay increases.

Compensation – All forms of financial returns, tangible services and benefits that employees receive as part of being employed.

Controlled Substance – Any ~~narcotic~~, prescribed, or un-prescribed drug as defined by state and federal law.

Days – Calendar days unless otherwise stated.

Demotion – The movement of an employee from one position to another position having a lower rate of pay. A voluntary demotion is a demotion initiated by the employee. An involuntary demotion is a demotion initiated by PMGAA.

Department – An organizational unit of Phoenix-Mesa Gateway Airport Authority.

Discipline – Actions taken to address and correct an employee’s work behavior or performance. Discipline may be up to and including termination of employment.

Emergency (Airport) – A sudden and unforeseen happening that requires service of an employee to protect the health, welfare, and safety of the Airport and/or community.

Employee – A person who holds an authorized-budgeted position.

Essential Functions – The most critical, time consuming and/or important tasks and duties of a position; the tasks and duties that form the reason for the existence of the position.

Exempt Employee – Employees who, because of their positional duties and responsibilities and level of decision-making authority, are exempt from overtime provisions of the Fair Labor Standards Act (FLSA).

[Family-like Relationships – Where one lives in the same home and/or has been raised by another employee like a dependent.](#)

Family and Medical Leave Act (FMLA) – A federal law that governs a period of employment protection during which an eligible employee may return to the same or similar position with equivalent pay and benefits after a qualified absence.

Flex Time – Adjusting an employee’s work schedule.

Full-Time – An employee who regularly works over 30 hours per week and is appointed to a full-time position.

Hire Date – The most recent first date of employment with the Airport Authority in a position other than a temporary position.

Leave – An authorized absence or time off from regularly scheduled work hours, which has been approved by the proper authority. Also referred to as a Leave of Absence (LOA).

Management – Airport Authority employees who have specific responsibility for a particular Airport Authority department to supervise employees, functions, and/or projects.

Performance-Based Pay Increase – A pay increase based on job performance within the limits of a position’s established pay range.

Nepotism – The potential for or perception of preferential treatment due to a family or similar relationship.

Non-Exempt Employee – Employees who, because of the type of duties performed, the usual level of decision making authority, and the method of compensation, are subject to all Fair Labor Standards Act (FLSA) provisions including the payment of overtime.

Organizational Policy – Policy statements, administrative regulations and associated procedures for the efficient and effective operation of the organization and the administration and execution of Airport Authority matters which are created and modified at the discretion of the Department Director and/or Executive Director.

Probation Period – A period of time for all new employees and employees receiving a promotion or demotion during which time the employee's performance in the new position is evaluated.

Overtime – Hours worked in excess of forty (40) hours by an employee in a non-exempt (as defined by FLSA) position during [his/her/their](#) established work week.

Part-Time Benefited – An employee who is budgeted to work less than thirty (30) hours per week and is eligible for vacation, sick and holiday leave.

Part-Time Non-Benefited – An individual who is appointed to a position that requires working a work week of less than thirty (30) hours and is not eligible for any holiday, sick or vacation leave accrual.

Pay Range – A pay plan with established minimum to maximum hourly or bi-weekly pay rate dollar amounts associated with each position classification.

Pay Reduction – A decrease in the hourly or bi-weekly pay rate, which may have resulted from a reduction to the pay rate for a pay range or reallocation of a position to a lower pay range.

Performance Evaluation – The written review of an employee's performance of position duties and responsibilities.

Personnel Action – Any official action taken with reference to appointment, pay, promotion, suspension, transfer, layoff, termination, leave, or any other action affecting the status of an employee.

Promotion – The movement of an employee from one position to another having a higher pay range.

Reclassification – Changing the classification of a position when a material change in duties or responsibilities occurs.

Regular Rate of Pay – An hourly rate of pay determined by dividing the total compensation actually earned for the normal non-overtime workweek by the total number of hours worked. Includes all remuneration for employment paid to, or on behalf of, the employee, except payments specifically excluded under Section 7(e) of the Fair Labor Standards Act (FLSA).

Resignation – Written notification by an employee indicating [his/her/their](#) intention to terminate employment with [the](#) Airport Authority.

Retirement – Any employee covered by Arizona State Retirement System who has reached the designated age and possesses the appropriate number of years of service, and who elects to receive an annuity benefit from the plan.

Review Date – The date when an employee's performance is evaluated.

Separation – The end of employment; can be initiated by either the Airport Authority or the employee.

Suspension – A form of discipline consisting of relieving an employee from work without pay for a specified period of time.

Temporary – An assignment that exists for a limited or defined period of time.

Transfer – The movement of an employee from one position to another position within the Airport Authority at the same pay range.

SECTION 1.2: ADMINISTRATIVE PROVISIONS

Phoenix-Mesa Gateway Airport Authority adopts the Personnel Rules to provide a uniform system of personnel administration. They are not legally binding and are not to be construed as, and do not constitute, a contract, expressed or implied, or a guarantee of employment for any specific duration.

Phoenix-Mesa Gateway Airport Authority hereinafter may be referred to as “PMGAA,” “Airport Authority,” “Airport,” or “Employer.” Phoenix-Mesa Gateway Airport may be referred to as “Gateway.”

- A. **Applicability:** These Rules are applicable to all employees and positions at Phoenix-Mesa Gateway Airport Authority. The information contained in these Rules supersedes all previous personnel policies, procedures, and administrative regulations. These Rules are subject to change at the discretion of the Phoenix-Mesa Gateway Airport Authority Board of Directors.

- B. **Delegation of Authority:** Unless otherwise stated in these Rules, the Executive Director/Chief Executive Officer (CEO) may delegate any authority granted to [him/her/them](#).
- C. **Availability of Funds:** The granting of any compensation in these Rules is contingent upon the availability of funds, as determined by the budget, the authority of the Executive Director and/or the Authority Board of Directors. The Airport Authority works to provide its employees with benefits and employment conditions that are desirable, but the Airport Authority reserves the right to change benefits and employment conditions when deemed reasonable to do so by the Authority Board of Directors or Executive Director.
- D. **Conflict with Federal or State Requirements:** Any provision of these Personnel Rules that conflicts or is inconsistent with state or federal rules, regulations, or standards shall not be applicable.
- E. **Service of Notice:** If any document or notice is to be given to any individual or department, the notice or document may be served personally, [by electronic mail](#), or by [physical](#) mail to the last known residence or business address of the addressee. Unless otherwise provided by law or these Rules, service is complete upon mailing.
- F. **Correction of Errors:** The Executive Director may correct a manifest error or clear inequity affecting an employee or an applicant for employment.

SECTION 1.3: EQUAL EMPLOYMENT/AFFIRMATIVE ACTION STATEMENT

Phoenix-Mesa Gateway Airport Authority is an Equal Employment Opportunity (EEO)/Affirmative Action employer. Equal Employment has been, and will continue to be, a fundamental principle at the Airport Authority to ensure a work environment that is free from unlawful discrimination. The Airport Authority will consider all applicants on the basis of [his/her/their](#) qualifications for available positions without regard to race, color, national origin, age, disability, gender, sexual orientation, gender identity [and/or](#) expression, religion, veteran status, genetic information, [pregnancy](#) and any other protected characteristic or category under applicable law. As such every effort will be made to ensure that appointments, promotions, reclassifications, transfers, compensation, training, terminations, or any other type of personnel actions are based on merit, fitness, or other factors determined to be non-discriminatory. (See Organizational Policy #400.02 - EEO/Affirmative Action)

SECTION 1.4: CODE OF ETHICS

- A. The Code of Ethics is the general value system and ethical principles embodied by the Airport Authority. Expected ethics include that employees strive to be:
 - 1. Honest, trustworthy, and fair in all professional relationships;
 - 2. Considerate and treat all people with dignity and respect to foster a work environment of encouragement, acceptance, cooperation, reliability, support, and teamwork;
 - 3. Committed to accomplishing tasks in a safe and exceptional way;
 - 4. Dedicated to providing quality services safely and with the most efficient use of available resources;
 - 5. Responsible to maintain acceptable attendance and punctuality as determined by the Airport Authority;
 - 6. Compliant with reasonable grooming and dressing habits conducive to a business atmosphere;

7. Compliant with the Airport Authority's policies, practices, and procedures; and
8. Compliant with the laws and report, within five days, any noncompliance resulting in a conviction.

B. **Conflict of Interest:** A conflict of interest can be defined as a situation in which an employee is in a position to exploit their professional or official capacity for [his/her/their](#) personal benefit. The existence of a conflict of interest may not, in and of itself, be evidence of wrongdoing. A conflict of interest can, however, become a legal matter when an employee influences the outcome of a decision for personal benefit. An employee is considered to have a conflict of interest when engaged in, but not limited to, the following:

1. Acceptance of a bribe, being money, a promise, or favor in order to influence the judgment or conduct of a person in the course of work or in connection with work;
2. Engaging in outside business activities on the Airport Authority's time, regular duties, or that interferes with the Airport Authority's interest. Outside employment will not be considered a valid reason for absenteeism, tardiness, or poor work performance;
3. Soliciting, selling, displaying, promoting, or distributing merchandise, literature, or services, or conduct a similar form of business activity on Airport property unless authorized by the Executive Director; or
4. Threatening to use, or attempting to use, undue influence, extortion, or blackmail in securing employment benefits or advantages for the employee or another individual.

SECTION 1.5: PERSONNEL RECORDS

- A. **Content:** Each employee will have a personnel file that will serve as the official record of employment. It may include, but is not limited to, the following: employee application; new employee hire form; performance evaluations; personnel change forms; promotion, demotion, transfer, or position changes; disciplinary actions; certificates of recognition and accomplishment; and other employment related documents deemed appropriate by Human Resources. The contents may be in a physical paper form or electronic.
- B. **Access:** An employee shall have access to [his/her/their](#) official personnel file during normal Airport Authority Human Resources business hours. Employee personnel files are treated as confidential; however, contents are subject to public record.
- C. **Access to Other Files:** The presence of copies of any item in any other informational file concerning an employee shall not in itself confer upon such employee any right of access to such file.
- D. **Control:** The official personnel file/record will remain in the control of Human Resources, unless otherwise ordered by a court of competent jurisdiction.

II. EMPLOYMENT

SECTION 2.1: GENERAL EMPLOYMENT PROVISIONS

- A. **At-Will:** Employment with Phoenix-Mesa Gateway Airport Authority is at-will, meaning that no one has a contractual right, expressed or implied, to remain in the Airport Authority's employ and the Airport Authority may terminate an employee, or an employee may terminate [his/her/their](#) employment, with or without cause, and with or without notice, at any time.
- B. **Employment Eligibility:** Applicants for employment at the Airport Authority must present proof of identity and eligibility for employment as required by federal and state law.
- C. **Age Requirement:** The only minimum age requirement is that imposed by state or federal law.
- D. **Pre-Employment Requirements:** All individuals recommended for employment will be required to pass a background investigation which may include pre-employment drug screening, employment history verification, criminal record verification, motor vehicle record check, and social security number trace. Should the potential new hire be recommended for a position requiring unescorted access to Security Identification Display Area (SIDA) they are subject to a fingerprint based criminal history check through the Federal Bureau Investigation (FBI).
- E. **Academic:** All postsecondary academic achievements required to meet the minimum qualifications of a position must be attained in an academic institution recognized by an accredited association as determined by the Human Resources Director.
- F. **Outside Employment:** An employee may engage in outside employment if the employment does not adversely impact the employee's PMGAA work and does not create a conflict of interest or the appearance of a conflict of interest with the employee's PMGAA job. An employee who wishes to engage in outside employment is required to notify PMGAA in writing. The employee may be asked to choose between [his/her/their](#) PMGAA employment and [his/her/their](#) outside employment if it is found that the outside employment interferes with the employee's duties at PMGAA.
- G. By accepting employment with PMGAA, employees assign to PMGAA all rights to patent or otherwise project inventions or intellectual property of any kind the employee may develop on PMGAA time, or with PMGAA property, or arising out of [his/her/their](#) PMGAA duties and responsibilities.

SECTION 2.2: RECRUITMENT

When a position becomes vacant and approval to fill has been given, Human Resources may conduct a recruitment to fill the position.

- A. **Notice of Vacancy:** If an external job posting is to be conducted, public notice shall be accomplished by posting announcements of the vacancies by such means as the Human Resources Director shall direct.
- B. **Applications:** All applications for employment shall be submitted on the designated forms. Applications and any accompanying documentation become the property of the Airport Authority and shall not be returned. Applications are only accepted for open positions that have been announced during the recruitment period.

- C. **Disqualification:** Applicants for open positions may be denied further consideration for employment, for, but not limited to, the following reasons: failure to meet the minimum qualifications specified in the announcement; failure to submit complete and accurate application; or submission of the application after the specified time period.
- D. **Selection Methods/Examinations:** Human Resources shall review and approve all selection methods and rating criteria in advance to ensure compliance with legal guidelines. All selection methods for employment shall be job related and designed to reveal the ability to perform the type of work for which the applicant has applied.

SECTION 2.3: APPOINTMENT

With the approval of the Executive Director, a vacant position may be filled by appointment on the basis of merit demonstrated by examination or other evidence of competence. The individual appointed to a position must meet the minimum qualifications for the designed classification.

SECTION 2.4: PROBATION

All new employees and employees receiving a promotion or demotion shall serve a six (6) month probation period, during which an employee's performance in the new position is evaluated to determine whether the requirements of the new position can be successfully performed. During this probationary period, quarterly performance meetings will be completed. The probationary period can be extended for an additional time period at PMGAA's sole discretion. The successful completion of the probationary period should not be construed as creating a contract or as guaranteeing employment for any specific duration or as establishing a just cause termination standard. Employment with the Airport Authority remains at-will, that is the Airport Authority may terminate an employee, or an employee may terminate their employment, with or without cause, and with or without notice, at any time.

SECTION 2.45: REINSTATEMENT OF BENEFITS

Employees who separate in good standing and are rehired within ~~one year~~ (91) months-year of the date of their separation shall begin accruing vacation at the same rate as they were at the time of separation. In addition, the returning employee's forfeited sick time shall be restored upon reinstatement. Seniority (years of service) for the purposes of recognition or shift scheduling shall not be restored. Rehire request is subject to approval and contingent on the availability of positions and may be reviewed along with the normal recruitment process in filling a vacant position.

SECTION 2.56: EMPLOYMENT OF RELATIVES/NEPOTISM

Relatives (including family-like relationships), and significant others (including spouses, partners and other long-term and serious romantic relationships) shall not maintain a regular reporting relationship to one another in the chain of command. If such a relationship is created, one of the parties must elect to transfer to or be selected for a vacant position opening (if available and employee meets the qualifications of the position) where there is no chain of command reporting relationship. If a transfer compatible with this policy cannot be made within ninety (90) days, it shall result in the separation of one of the employees from the Airport Authority employment. It shall be the responsibility of the employee who holds the highest classification level to immediately notify ~~his/her~~ their department director of relationships as described above.

III. CLASSIFICATION AND COMPENSATION

SECTION 3.1: CLASSIFICATION

Human Resources shall place every position in a class based on its essential functions and maintain job descriptions for each classification within the Airport Authority. Human Resources may establish new classifications and revise or delete existing classifications as needed.

SECTION 3.2: PAY PLAN

Human Resources shall prepare a pay plan listing all classifications with corresponding pay ranges. All Airport Authority employees shall be paid within the assigned pay range of ~~his/her~~their positions, unless otherwise explained.

- A. **Entrance Pay Rates:** Except as specified below, all new employees shall be paid at the minimum of the pay range for the position hired.
 1. If the hiring manager determines that a particular applicant has special qualifications that justify a pay rate that is higher than the minimum of the pay range, the hiring manager, with the Human Resources Director and the Executive Director's approval, may authorize a special entrance pay rate at a higher pay rate within the position's pay range for the applicant.
- B. **Performance-Based Pay Increases:** Employees may be considered for a performance-based pay increase annually on a common review date, if performance and budget warrants.
 - ~~1.~~ The Airport Authority routinely establishes performance-based pay guidelines that generally are issued in conjunction with the Airport Authority's budget cycle.
 - ~~2.~~ An employee hired or promoted within the three (3) months ~~prior to~~ of the common review date of October 1 will need to wait until the following year to be eligible to receive their first performance-based pay increase.
 - ~~3.~~ Exceptions to the guidelines may be made with the approval of the Human Resources Director and Executive Director.
 - ~~4.~~ Employees at the maximum of their pay range may receive performance-based compensation in a lump sum payment that does not become part of base compensation. This lump sum payment will be calculated based on the rate of pay at the time of the common review date and will be paid in equal payments on a biweekly period over the following year.
- C. **"Frozen" Pay Rate:** Based upon position classification studies, reclassification of a position, or a voluntary demotion, the Executive Director may authorize a "frozen" pay rate. A "frozen" pay rate is an employee's pay rate in excess of the maximum pay rate of the pay range assigned to the position classification. No pay rate increases, including market adjustments, cost of living adjustments (COLA), performance-based pay rate increases, and lump sum performance-based payments shall be in effect for an employee with a "frozen" pay status and the employee will remain at this "frozen" pay status until the pay range for the new position reaches the employee's pay rate, at which point the employee will again be eligible for pay increases.
- D. **Position Reclassification:** The Executive Director may approve exceptions to this section.

1. If material and permanent changes occur in the duties and responsibilities of a position, the Department Director with the approval of the Department Executive may request to have Human Resources conduct a classification study of the position.
 2. An employee whose position is reclassified to a class in the same pay range shall receive the same salary as before the reclassification.
 3. An employee whose position is reclassified to a higher pay range shall receive the same salary, unless the salary is less than the entry pay of the new pay range, in which case the employee shall receive the entry salary of the new pay range.
 4. An employee whose position is reclassified to a lower pay range by the Airport Authority, typically will continue to receive the same pay rate. If this pay rate is higher than the maximum of the new position's pay range, the employee's pay rate will become "frozen".
- E. **Unscheduled Pay Increase:** An employee may be awarded an Unscheduled Pay Increase, with the approval of the Executive Director, to recognize exceptional performance in the employee's position or to adjust salary based on organizational needs. This award is a permanent increase of pay and may be given only to employees below the maximum of the pay range for that position.

SECTION 3.3: WORK SCHEDULES

Phoenix-Mesa Gateway Airport Authority reserves the right to establish work schedules (standard hours of work) in accordance with operational needs.

- A. **Pay Period:** The pay period is defined as two (2) work weeks. The standard pay period begins on Monday at 12:00 AM and ends the second Sunday thereafter at 11:59 PM.
- B. **Work Week:** The standard work schedule is forty (40) hours in each work week. For non-exempt employees, the work week defines the specific period on which overtime calculations are based. The work week is a consecutive seven-day period starting on Monday at 12:00 AM~~at the same time~~ each week.
- C. **Scheduling:** The Airport Authority may require an employee to work overtime and/or to work beyond his/her/their normally scheduled hours to accommodate operational needs. Overtime may be considered a condition of employment. Refusal to accept overtime work may be subject to disciplinary action.
~~In cases of conflict with an outside activity, the employee's obligations to the Airport Authority must be given priority.~~
 1. Prior approval by the immediate supervisor is required before a non-exempt employee may work overtime. An employee who works overtime without approval will be paid for the overtime hours worked, however he/she/they may be subject to disciplinary action.
 2. Non-exempt employees may be subject to on call standby status for a designated specific period of time in addition to his/her/their regular work schedule.
- D. **Rest Periods:** Supervisors may allow an employee paid rest or break periods, based on operational needs, during his/her/their workday if normal business functions would not be impaired. Rest periods or breaks shall be limited to fifteen (15) minutes for each four (4) hours worked. This time may not be combined or accrued to create an extended rest period or break period or to shorten the workday. If an employee is required to work through a rest period, the Airport Authority will not be obligated to provide an

alternative rest period or to pay the employee more for that time than the Airport Authority otherwise would have paid.

- E. **Meal Breaks:** An employee's work schedule may include an unpaid meal break each workday, during which the employee is relieved of all position duties and free to use the time for a meal break. A non-exempt employee is expected to take [his/her/their](#) meal breaks away from [his/her/their](#) workstation and may not work during [his/her/their](#) meal breaks without prior approval from [his/her/their](#) supervisor.
1. Supervisors should generally not interrupt an unpaid meal break; although, interruptions may be necessary, based on operational needs. If a non-exempt employee's meal break is interrupted by work responsibilities that preclude [him/her/them](#) from receiving at least thirty (30) minutes of uninterrupted meal break time, the entire meal break shall be considered time worked. If a non-exempt employee with a sixty (60) minute meal break receives an uninterrupted meal break of thirty (30) minutes or more, only the time actually worked by the employee during the meal break shall be recorded as work time.
 2. Supervisors may adjust the employee's meal break schedule, if necessary, to ensure that the employee receives at least thirty (30) minutes of unpaid uninterrupted meal break time.
 3. Some non-exempt positions are expected to be available during their meal breaks and as such are compensated for the meal break.
- F. **Lactation Breaks:** PMGAA accommodates nursing ~~mothers~~ by providing a reasonable amount of break time to any employee each time such employee has the need to express breast milk for an infant child for up to one year from the birth of the child. This lactation break time shall, if possible, run concurrently with any break time and/or meal breaks already provided to the employee.

SECTION 3.4: FAIR LABOR STANDARDS ACT (FLSA) STATUS/OVERTIME

- A. **Exempt Employees:** Certain employees shall be considered exempt from the FLSA, in accordance with FLSA exemption criteria.
1. Exempt employees shall not be entitled to overtime compensation and shall work whatever time is necessary to meet departmental needs and organizational service delivery demands.
 2. For purposes of public accountability, all FLSA exempt employees must use accrued leave for absences of more than four (4) consecutive hours unless approval is given by the Supervisor. Otherwise, FLSA exempt employees who do not have accrued leave available may have their pay docked. FLSA exempt employees generally need not use accrued leave for absences of four (4) consecutive hours or less in a work day. Supervisor approval is required for any absence from work.
- B. **Non-Exempt Employees:** Certain employees shall be considered non-exempt, in accordance with FLSA criteria.
1. **Overtime:** Overtime pay is administered in accordance with applicable federal and state laws.
 - a. Overtime will be paid at one and one-half (1 ½) times the employee's regular rate of pay.
 - b. Overtime is based on a scheduled forty (40) hour work week, not on an eight (8) hour day. Overtime pay is earned only for hours worked during the established work week after forty (40) hours have been completed.

- c. For purposes of calculating overtime pay, only hours worked will be counted. Holidays hours will be counted as hours worked, only if the hours are actually worked. Sick and Vacation time will not be counted as time worked.
- d. For the purposes of calculating overtime pay, the standby hours paid during a work week are not included in the hours worked.

SECTION 3.5: SHIFT DIFFERENTIAL

The Airport Authority provides additional compensation (shift differential) to employees working in specified non-exempt positions during specified evening and nighttime work hours. The shift differential compensation amount shall be \$1.00 for each hour of work performed by a non-exempt employee in an eligible position between the hours of 5:00 p.m. and 5:00 a.m.

SECTION 3.6: STANDBY AND CALLOUT PAY

- A. An employee who is eligible (non-exempt employee) for overtime pay is eligible for standby and call out pay.
- B. Standby pay is payment received by an employee to pay the employee for being required to be available to provide services for a business need or an emergency during a designated specific period of time. An employee on standby on a day normally scheduled to work shall be paid one (1) hour of base pay as standby pay for that day. An employee who is on standby on a day on which the employee is not normally scheduled to work shall receive two (2) hours base pay for that day.
- C. Call out pay is pay received by an employee for actually working during a time the employee is not normally scheduled to work, in response to a call out for a business need or an emergency. An employee who is called out for emergency service shall be paid one and one-half (1 ½) times the hourly base pay rate for a minimum of one (1) hour payable for the employee's regular scheduled work day or a minimum of two (2) hours payable for the employee's regular day off.

IV. BENEFITS

SECTION 4.1: INSURANCE PROGRAMS

Eligibility: All full-time employees are eligible to participate in employee health and welfare insurance programs beginning the first of the month after thirty (30) days of employment.

SECTION 4.2: RETIREMENT

All full time and qualifying part-time employees are required to participate in the Arizona State Retirement System (ASRS). ASRS is a cost-sharing, public employee, tax qualified, defined benefit plan. Both the employee and employer contribute to the member's retirement at an equal percentage of compensation. The appropriate percentage for contributions may change each fiscal year based on ASRS actuarial evaluation.

SECTION 4.3: ABSENCE FROM WORK

Absence from work is subject to supervisory approval. All requests for absence from scheduled work should be submitted to the employee's supervisor with as much advanced notice as possible prior to the beginning of the absence or as soon as possible for emergencies. The request must be submitted and approved by the employee's supervisor. This applies to paid and unpaid absences.

~~A. **Unexcused Absences:** An employee who is absent from duty for any period of time without supervisory approval is considered to have an unexcused absence and subject to disciplinary action. An unexcused absence of three (3) or more consecutive work days is considered to be abandonment of PMGAA employment and will be treated to have voluntarily resigned his/her position as of the end of the employee's scheduled shift on the third day.~~

~~A. **Paid Absences:** The time an employee is absent from work but receiving pay is considered paid time off. The following fall under this category: observance of a holiday, vacation, sick, flex time, personal time, jury/witness duty, and administrative leave. An employee on paid time off shall be paid at their effective rate of pay (not including shift differential pay), unless otherwise noted. All paid time off can be taken in quarter (1/4) hour increments.~~

~~B. **Unexcused Absences:** An employee who is absent from duty for any period of time without supervisory approval is considered to have an unexcused absence and subject to disciplinary action.~~

~~C. **Job Abandonment:** An unexcused absence of three (3) or more consecutive work days is considered to be abandonment of PMGAA employment and will be treated to have voluntarily resigned their position as of the end of the employee's scheduled shift on the third day.~~

SECTION 4.4: HOLIDAYS

A. **PMGAA Observed Holidays:** New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

B. **Observation of Holidays:** When the holiday falls on a Sunday, it will be observed on the following Monday. When a holiday falls on a Saturday, it will be observed on the preceding Friday. For continuous, seven day operations, or work schedules that include a Saturday and/or Sunday, the holiday shall be observed on the calendar day of the holiday.

- C. **Holiday Pay:** Every full-time and part-time benefited employee will receive pay for ~~his/her~~their regular scheduled workday (at a max of 12 hours) for every holiday observed by PMGAA. When a holiday falls on the employee’s scheduled day off, the employee will be allowed to use that day as an alternate holiday, unless otherwise determined by the department as stated below. This alternate holiday must be used by the end of the fiscal year and shall not carry over, unless otherwise approved by the Executive Director.
1. In select areas, ~~when a holiday falls on the employee’s scheduled day off,~~ non-exempt employees will be paid for ~~that day~~the holiday on the day the holiday falls regardless of work schedule. This is determined by the Department Director based on business needs.
 2. A non-exempt employee who works on an observed holiday shall, in addition to holiday pay, receive pay for all hours worked on the holiday at the rate of one and one-half (1 ½) times ~~his/her~~their regular rate of pay.
 3. **Holidays during Paid Leave:** Full-time and benefited part-time employees on PMGAA paid leave when a holiday occurs will receive the holiday pay and this holiday time off will not be charged as vacation or sick leave.
 4. **Holidays during Unpaid Leave:** ~~Full-time and benefited part-time employees~~An employee who is on an authorized unpaid leave of absence shall not be paid holiday pay unless the employee works on the employee's scheduled workday either the day before or the day after the holiday.
 5. **Starting Employment:** If an employee’s first day of employment is the day after a holiday, the employee will not receive pay for the holiday.
 6. **Terminating Employment:** If an employee’s last day worked (employment termination day) is on the day before a holiday, the employee will not receive pay for the holiday. All unused alternate holiday time, not taken by the last day of employment, will be forfeited.

SECTION 4.5: VACATION

- A. **Accrual:** Employees will accrue vacation leave based on their most recent hire date, in accordance with the following schedule:

<u>Full-time Employees</u>	<u>Vacation Accrual</u>
Fewer than two years	Eight hours per month
Two to five years	Ten hours per month
Five to ten years	Twelve hours per month
Ten to fifteen years	Fourteen hours per month
Fifteen or more years	Sixteen hours per month
<u>Benefited Part-time Employees</u>	<u>Vacation Accrual</u>
Fewer than two years	Four hours per month
Two years to five years	Five hours per month

Five to ten years	Six hours per month
Ten to fifteen years	Seven hours per month
Fifteen or more years	Eight hours per month

1. An employee shall not accrue vacation hours for any pay period in which the employee has been on unpaid leave for 15 hours or more.
2. If a full-time employee works a regular schedule of less than 40 hours per week their accrual rate will be prorated based on the number of hours worked per week.
3. For partial months of employment, vacation hours will be accrued on a prorated basis.
4. The date for change in the accrual rate is the first day of the complete pay period immediately following the anniversary date of continuous employment.
5. For the purpose of determining the date of change in number of hours per month, accrual of vacation hours will be by continuous employment after the employee's most recent hire date, as provided in state and federal laws including the Family and Medical Leave Act (FMLA) Policy, military service pursuant to U.S. DOL USERRA or ARS. 26-168, 26-171, or 38-610 and any special leave without pay of thirty (30) days or less. If a special leave without pay exceeds thirty (30) days, the excess days over thirty (30) shall not be counted as continuous employment.

B. **Accrual Maximum:** The maximum accumulation of vacation hours that can be carried over into the next fiscal year is two hundred forty (240) hours for full-time employees and one hundred twenty (120) for benefited part-time employees. An employee who has in excess of two hundred forty (240) hours for full-time employees and one hundred twenty (120) hours for benefited part-time employees on June 30th of each year will be paid for the excess amount of time after June 30th, provided the full-time employee has taken eighty (80) hours vacation time and the benefited part-time employee has taken forty (40) hours during the fiscal year. If the employee has not taken the required amount of time during the year, all excess time shall be forfeited.

C. **Use of Vacation Hours:**

1. Eligibility to use accrued vacation hours shall begin after the employee has completed ninety (90) days of employment from his/her/their most recent hire date unless a written request was submitted and signed by Human Resources prior to the most recent hire date.
2. Vacation leave may be taken at any time approved by the employee's supervisor.
3. All previously approved absence requests are subject to supervisor revocation if required by operational considerations. However, every effort shall be made to avoid any adverse financial or personal impacts on employees as a result of having their "approved" absence revoked.
4. Vacation leave shall not be advanced to an employee nor may vacation leave be transferred between employees
5. Depending on the incident, an employee who becomes ill during a scheduled vacation may change vacation days to sick days with authorization from the Department Director and Human Resources.

D. **Vacation Hours at Separation:** A full-time or benefited part-time employee, who separates from the Airport Authority service by termination, resignation, retirement, layoff, or death, shall be paid for all unused vacation hours accrued. An employee who separates from employment for any reason before the completion of ninety (90) days service from his/her/their most recent hire date shall forfeit all accrued vacation hours.

SECTION 4.6: SICK LEAVE

A. **Accrual:** Employees will accrue sick leave in accordance with the following schedule:

<u>Airport Authority Employees</u>	<u>Sick Leave Accrual</u>
Fulltime Employees	Eight hours per month
Benefited Part-time Employees	Four hours per month
Non-Benefited Part-time Employees.....	One hour for every 30 hours worked to a max of 40 hours accrued per year

1. For partial months of employment, sick hours will be accrued on a prorated basis.
2. An employee shall not accrue sick hours for any pay period in which the employee has been on unpaid leave for 15 hours or more.

B. **Sick Time Conversion:** Unused accrued sick time is carried over from year to year with no cap, subject to the limitations on usage. Employees may elect to convert sick to vacation time under the following circumstances: **Accrual Maximum:** The maximum accumulation of sick leave is one thousand forty (1,040) hours for full time employees and five hundred twenty (520) hours for part time employees. Any sick leave accrued in excess of the maximum accumulation of one thousand forty (1,040) hours or five hundred twenty (520) hours, shall be automatically converted to vacation leave on the basis of one (1) hour of vacation leave for every two (2) hours of excess sick leave accrued.

1. Full-time employees with a balance of four hundred eighty (480) hours can elect to convert 50% of future accrued sick time hours to vacation time.
2. Full-time employees with a balance of one thousand forty (1040) hours can elect to convert 100% of future accrued sick time hours to vacation time.

Employees who elect to convert sick time to vacation time in accordance with this section are required to complete the election form during the allotted time period, once per year.

C. Statutory Sick Leave (SSL):

Every calendar year, the first forty (40) hours of the accrued sick leave listed in Section 4.6 A will be designated as Statutory Sick Leave (SSL). SSL can be used for all of the same reasons as sick leave set forth in Section D.3 below. No employee shall be discriminated against or subjected to retaliation for requesting or using SSL, assisting any person in doing so, or for informing any person of their rights under this Rule of the Arizona Fair Wages and Healthy Families Act. An employee's use of SSL in accordance with this Rule and Arizona law shall not be a factor in any disciplinary action.

E.D. **Use of Sick Leave:**

1. Eligibility to use accrued sick leave hours shall begin on the date after the end of the pay period in which it is accrued.
2. Sick leave may be taken at any time approved by the employee's supervisor. The employee must notify his/her/their immediate supervisor a minimum of one (1) hour prior to the beginning of the work shift, unless the employee is unable to do so due to circumstances beyond the employee's control. Failure to report within the specified time period may result in the employee being docked a day's pay and subjected to disciplinary action.
3. Sick leave is available time off with pay for periods of an approved absence for an employee due to:
 - a. Illness or injury, which renders the employee unable to perform the essential functions of the position.
 - b. Disability caused by pregnancy, childbirth, or miscarriage.
 - c. Examination or treatment by a licensed health care practitioner.
 - d. Absence due to domestic violence, sexual violence, abuse, or stalking.
 - e. Illness, injury, examination, or treatment of a member of the employee's immediate family by a licensed health care practitioner. For the purpose of this section the term immediate family means the employee's spouse, committed partner, child, stepchild, parent, stepparent, grandparent, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, son-in-law, daughter-in-law, stepparent-in-law, grandchild and minor child or an adult for whom the employee is a legal guardian.
4. Once the employee has been out on sick leave for three or more consecutive work days, a supervisor, in conjunction with Human Resources, may require submission of evidence from a licensed health care practitioner substantiating the need for sick leave.
5. The supervisor, in conjunction with Human Resources, may require the employee to obtain written approval from the licensed health care practitioner as to the employee's fitness for duty and if employee has any work restrictions prior to the employee's returning to work.
6. A supervisor, in conjunction with Human Resources, may require an employee to be examined by a licensed health care practitioner designated by the Airport Authority. If the licensed health care practitioner determines that the employee should not work due to illness or injury, the supervisor may place the employee on sick leave. If the licensed health care practitioner determines that the employee can return to work but cannot perform the essential functions of his/her/their position, the Airport Authority will investigate a possible reasonable accommodation for the employee. The Airport Authority shall pay for all examinations directed by and required by the Airport Authority. The employee shall not be charged any leave while participating in or traveling to or from any examination required pursuant to this paragraph.
7. For all illness-related absences, sick leave will be used first followed, if needed, by vacation leave. After the sick and vacation leave time is used, the employee will then go on unpaid status, and may be

considered for discharge for inability to perform the essential functions of his/her/their position other than as protected by state and federal laws or request a special leave without pay.

8. A supervisor, in conjunction with Human Resources, may send an employee home who is reasonably believed to be ill at work. In these instances, the employee's sick time will be used first, followed by, if needed and with supervisory approval, other forms of paid time off or unpaid status.

9. A supervisor receiving a request from an employee requesting and/or using sick leave that spans three or more consecutive work days must notify Human Resources. This information may be necessary to allow the Airport Authority to comply with the federal Family and Medical Leave Act (FMLA).

~~9.10.~~ All accrued sick leave not designated as Statutory Sick Leave (i.e. after the first 40 hours of paid sick leave used per year) will be subject to the rules, policies and regulations applicable.

~~D.E.~~ **Sick Leave Hours at Separation:**

1. **Termination:** An employee who terminates Airport Authority service will forfeit all accumulated sick leave except as follows:

a. After 10 years of employment the employee shall be compensated for accumulated sick leave at a rate of twenty-five (25) percent of their accumulated sick leave hours at the employee's current base rate of pay.

b. After 15 year of employment the employee shall be compensated for accumulated sick leave at a rate of fifty (50) percent of their accumulated sick leave hours at the employee's current base rate of pay.

c. An employee who retires from Airport Authority service or dies shall be compensated for accumulated sick leave at a rate of fifty (50) percent of their accumulated sick leave hours at the employee's current base rate of pay.

All sick leave payouts set forth in (a) – (c) above will be at the employee's current base rate of pay with a maximum total payout of 520 hours.

~~for any reason other than retirement or disability shall forfeit all accumulated sick leave.~~

~~1. **Retirement/Death:** An employee who retires from Airport Authority service or dies shall be compensated for accumulated sick leave at the rate of fifty (50) percent of the accumulated sick leave hours at the employee's current base rate of pay.~~

2. **Disability Termination:** For an employee that terminates employment because of his/her/their disability as defined in The Americans with Disability Act (ADA) Amendments Act, at the discretion of the Executive Director on a case-by-case basis, a determination will be made as to whether he/shethey will be compensated for accumulated sick leave. If the determination is that the employee is to be compensated, he/shethey will be compensated at the rate of fifty (50) percent of the accumulated sick leave hours at his/her/their current base rate of pay (maximum payout of 520 hours).

~~E.F.~~ **Sick Leave Donation:** Phoenix-Mesa Gateway Airport Authority offers a sick leave donation program for employees who has successfully completed the new hire probationary period. (See Organizational Policy #400.15 Donated Leave Program.)

SECTION 4.7: BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the full-time or benefited part-time employee may be granted ~~four~~^{three} (3) days of ~~leave and~~ bereavement pay. For the purpose of this section the term immediate family is defined as employee's spouse, committed partner, child, stepchild, ~~mother, father, parent, sister, brother, sibling,~~ stepparent, ~~mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparent-in-law,~~ grandparent, ~~grandparent-in-law, and~~ grandchild, ~~aunt, uncle, daughter-in-law, and son-in-law.~~

In the event of a death in the extended family of an employee, the full-time or benefited part-time employee may be granted two (2) days of bereavement pay. For the purposes of this section the term extended family is defined as employee's aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparent-in-law, grandparent-in-law, daughter-in-law and son-in-law.

Before the leave or upon return to work, the employee must record ~~his/her~~^{his/her/their} absence as Bereavement Leave and submit the request to ~~his/her~~^{his/her/their} supervisor. Proof of death and relationship to the deceased may be required. If an employee requires leave beyond the allotted ~~three~~⁽³⁾ days, it will be charged to sick or vacation.

SECTION 4.8: WORKERS COMPENSATION LEAVE

- A. Workers' compensation is governed by the laws found in Article 18, Section 8 of the Arizona State Constitution, Chapter 6 of Title 23 of the Arizona Revised Statutes (A.R.S.) 23-901. The Industrial Commission of Arizona (ICA) administer and enforce all applicable laws and regulations not specifically delegated to others, relative to the protection of life, health, safety, and welfare of employees within the state.
- B. An employee who sustains a job-related injury or illness is required to report the incident to their supervisor or Human Resources and may be eligible for workers' compensation benefits in accordance with the State of Arizona law.
- C. An employee who is absent from work due to a job-related injury or illness will have this time designated as Family Medical Leave (FMLA). During the period of worker's compensation leave, the employee's vacation and sick leave accrual will cease and performance-based increases shall not be granted.

SECTION 4.9: JURY OR WITNESS LEAVE

A leave of absence for jury duty will be granted to any full-time or part-time employee who has been notified to serve. Employees receive jury duty or witness pay if summoned on scheduled work days/hours. The employee shall be granted paid Jury Duty or Witness Leave for a maximum of thirty (30) work days per year. If an employee is subpoenaed to testify as a witness in an Airport Authority-related case or hearing, this time will be considered work time.

SECTION 4.10: ELECTION LEAVE

An employee must request an election leave accommodation to vote at least one (1) day before Election Day. On days when elections for public office and all primary and general elections are scheduled throughout the state, county, city, or town in which the employee works, schedules will be changed as needed to ensure that work either starts at least three (3) hours after the polls open or ends at least three (3) hours before polls close. An employee living in other localities or states will need to inform ~~his/her~~^{his/her/their} supervisor in advance if ~~he/she/they~~ expects any conflict between ~~his/her/their~~ work schedule and the exercise of voting rights. No employee will be penalized or retaliated against for requesting time off to vote.

SECTION 4.11: FAMILY MEDICAL LEAVE (FMLA)

The Airport Authority supports and complies with the federal Family and Medical Leave Act of 1993 (FMLA), as amended. (See Organizational Policy #400.05 - Family and Medical Leave).

SECTION 4.12: MILITARY LEAVE

The Airport Authority complies with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and all other state, federal and local laws regarding military leave. (See Organizational Policy #400.11 – Military Leave)

SECTION 4.13: SPECIAL LEAVE

A special leave is any absence from work in excess of thirty (30) consecutive ~~calendar~~ days that is not covered by the FMLA or Military Leave. In addition, a special leave is any additional time-off required after exhaustion of FMLA. Special leave includes, but is not limited to extended use of paid and unpaid time off, leave for a non-FMLA eligible employee, or leave for a non-FMLA eligible circumstance. Special leaves may be for a medical or non-medical condition.

- A. **Approval:** All requests for special leave must be approved in advance and in writing by the employee's department director and the Human Resources Director. The initial approval period for special leave duration will be for a period of twelve (12) weeks or less. The Executive Director may approve extensions of special leaves for more than twelve (12) weeks.
- B. **Use of Time:** An employee may be required to exhaust any available paid time off categories prior to using unpaid time.
- C. **Return to Work:**
 - 1. An employee who is able to return to work after a period of special leave may be approved to return to a position in the class held at the start of the special leave, if such a position is available and funded. If such a position is not available and funded, the employee may be terminated.
 - 2. An employee returning from special leave must notify Human Resources at least two (2) business days prior to the scheduled return. If the conditions for the leave change, the employee must notify Human Resources as soon as possible.
- D. **Insurance Premiums:** An employee on unpaid special leave may be responsible for the payment of the entire insurance premium for ~~his/her~~ and ~~their~~ dependent(s) coverage.

SECTION 4.14: TRAINING AND DEVELOPMENT

The Airport Authority offers a variety of training and development opportunities in order to assist an employee in performing ~~his/her~~ position more productively, preparing for future responsibilities, and encouraging self-improvement and growth. These educational opportunities may be available as internal and/or external training.

- A. **Responsibility and Availability:** Supervisors, managers or directors and Human Resources have joint responsibility to ensure that all employees receive necessary training. The Airport Authority may

reimburse an employee for certain expenses incurred when [he/she/they](#) successfully completes an external position-related course with prior approval.

- B. **Required Training:** The Airport Authority shall pay all costs associated with the attendance by an employee at any course, seminar, or workshop required of the employee by the Airport Authority. The employee shall not be charged any type of leave while in attendance at such a course. The employee shall be considered to be on duty while at the course and for travel time proceeding to and from the course. Travel time does not include an employee's normal commute to and from [his/her/their](#) regular worksite for departure to the training. Hours worked for training that requires out-of-town travel and/or an overnight stay, for a non-exempt (hourly) employee will be determined in compliance with the Fair Labor Standards Act (FLSA) hours worked regulations.

SECTION 4.15: TUITION REIMBURSEMENT

Eligibility: To qualify for tuition reimbursement, an employee must have successfully completed the new hire probation period and be classified as a full-time employee prior to enrolling in the course. (See Organizational Policy #400.10 – Tuition Reimbursement)

V. WORKPLACE STANDARDS

SECTION 5.1: EMPLOYEE CONCERNS

Phoenix-Mesa Gateway Airport Authority (PMGAA) is committed to maintaining a formal mechanism that allows employees to resolve misunderstandings and preserve positive relations between management and other employees. Employees and supervisors shall, to the greatest extent possible, work cooperatively together to resolve work-related concerns. If an employee is unable to resolve a work-related concern, or [he/she/they](#) feels there is a perceived misapplication of written Airport Authority rules or policies, the employee is encouraged to bring this concern to the appropriate chain of command or to the Human Resources Director for review.

SECTION 5.2: RESPECTFUL WORKPLACE

Phoenix-Mesa Gateway Airport Authority is committed to providing and maintaining an environment conducive to the safety and health of its employees, tenants, and customers. PMGAA prohibits harassment, sexual harassment, illegal discrimination, gender bias, workplace violence, or unlawful activity as defined by state and federal law, including Title VII of the Civil Rights Act, the Age Discrimination Act, and the Americans with Disabilities Act. (See Organizational Policy #400.01- Anti-Harassment and Discrimination)

SECTION 5.3: ALCOHOL AND DRUG FREE WORKPLACE

Phoenix-Mesa Gateway Airport Authority is committed to providing a workplace free of drugs and alcohol. PMGAA will conduct alcohol, drug, and/or controlled substances testing under all circumstances required by federal or state law. In addition, PMGAA may conduct substance abuse testing when permitted by law which may include, but is not limited to: pre-employment or pre-placement testing, reasonable suspicion testing, random testing, post-accident testing, and follow up testing. (See Organizational Policy #400.14 – Alcohol and Drug Free Workplace)

SECTION 5.4: SMOKE FREE WORKPLACE

Phoenix-Mesa Gateway Airport Authority prohibits smoking including vaping in all Airport operated facilities and vehicles. Smoking and vaping is prohibited within twenty (20) feet of the Airport operated building entrances, from the gathering of non-smokers, and where appropriate signage is posted in enclosed areas. This

complies with the City of Mesa ordinance entitled Smoking Regulations and Healthier Smoke Free Environments, under Title 6, Chapter 11 of the Mesa City Code and the Smoke-Free Arizona Act.

SECTION 5.5: PROBATION

~~All new employees and employees receiving a promotion or demotion shall serve a six (6) month probation period, during which an employee's performance in the new position is evaluated. The successful completion of the probationary period should not be construed as creating a contract or as guaranteeing employment for any specific duration or as establishing a just cause termination standard. Employment with the Airport Authority remains at will, that is the Airport Authority may terminate an employee, or an employee may terminate his/her employment, with or without cause, and with or without notice, at any time.~~

SECTION 5.6: PERFORMANCE EVALUATIONS

All Airport Authority employees shall receive a performance evaluation annually based on a common review date. In conjunction with the annual performance evaluation, an employee may become eligible for consideration of a performance-based pay increase when applicable and based on the fiscal year budget. (See Organizational Policy #400.06 - Performance Evaluations)

SECTION 5.7: CHANGES IN ASSIGNMENT

- A. **Promotion:** A posted promotional opportunity is open to an employee(s) who meets the minimum qualifications. On occasion, a posted promotional opportunity may be limited to employees in specific positions or departments.
1. An employee who is promoted typically receives an increase in pay rate which is five percent (5%) higher than ~~his/her~~their previous pay rate, or the minimum pay rate of the new pay range; whichever is greater. Increases greater than five percent (5%) shall be approved by the Executive Director unless it is to bring them to the minimum pay rate of the new pay range. If the date of promotion falls within thirty (30) days of the common review date, the employee shall receive both the performance increase based on the fiscal year budget and the promotional increase unless the promotional increase is greater than 8%.
 2. An employee who is on disciplinary probation may not be considered for promotional opportunities.
 3. An employee who has been demoted for cause may not be considered for a promotion until ninety (90) days after the effective date of the demotion.
- B. **Criteria-Based Promotion:** An employee may be promoted from one class to another class (with a higher maximum pay range) in a class series based on pre-approved criteria, without a competitive examination, with the approval of the Department Executive.
1. An employee who is promoted through a criteria-based promotion typically receives an increase in pay rate which is five percent (5%) higher than ~~his/her~~their previous pay rate, or the minimum pay rate of the new pay range; whichever is greater. Increases greater than five percent (5%) shall be approved by the Executive Director unless it is to bring them to the minimum pay rate of the new pay range.
 2. If the criteria-based promotion falls within thirty (30) days of the common review date, the employee shall receive both the performance pay increase based on the fiscal year budget and the promotional increase unless the promotional increase is greater than 8%.

3. An employee who is on disciplinary probation is not eligible to be considered for a criteria-based promotion.
- C. **Demotion:** It shall be considered a demotion when an employee moves from one classification to another in a lower pay grade. An employee may be demoted, with the approval of the Department Executive, for inability of the employee to meet the requirements of the employee's position; at the request of the employee; and/or for the convenience of the Airport Authority. (See section 5.12 for Disciplinary Demotion)
1. When appropriate, an employee who is demoted for failing to meet the requirements of the position may be demoted to a formerly held position, if available, and the employee's pay rate shall be returned to the pay rate of his/her/their formerly held position.
 2. An employee who requests a demotion shall be paid at a rate within the positions pay range unless otherwise approved by the Executive Director.
 3. An employee demoted for the Airport Authority's convenience typically will continue to receive the same pay rate as before the demotion. If this pay rate is higher than the maximum of the new position's pay range, the employee's pay rate will be "frozen" until the pay range for the new position reaches the employee's pay rate, at which point the employee will again be eligible for pay rate increases.
 4. An employee demoted shall be placed on a six (6) month probation period.
- D. **Transfer:** Management will make final decisions regarding transfers in conjunction with Human Resources. The transferred employee may maintain the same common review date. However, if the duties and responsibilities are sufficiently different from those previously performed, the employee may be placed on a six (6) month probation period.
1. **Compensation:** The pay rate of an employee whose position is transferred from one classification to another classification having the same pay range shall remain the same unless approved by the Executive Director.
 2. **Intra-Department Transfer:** An employee may be transferred to a different position within the same department with the same pay range, with the approval of the Department Director and notification to the Human Resources Director.
 3. **Inter-Department Transfer:** An employee may be transferred to a position in a different department with the same pay range with the approval of both the current and prospective director or manager, and with notification to the Human Resources Director. Each transfer is determined on an individual basis, depending on the needs of both departments involved.
 4. **Reason for Transfer:** An employee may be transferred at the employee's request, or for the convenience of the Airport Authority.
 5. **Qualifications:** A transferred employee must meet the minimum qualifications for the class to which the employee may be transferred.
- E. **Special Assignments:** With the approval of the Department Executive, an employee may be placed on a special assignment for assuming higher level job responsibilities for a period of greater than one month.

1. **Compensation:** An employee placed on special assignment shall receive a five (5%) salary increase to compensate the employee for the higher-level work performed. The Executive Director may approve more than a five (5%) increase in pay.
2. **Duration:** No special assignment shall extend beyond a period of one (1) year unless approved by the Executive Director.
3. **Review Date:** During the period of a temporary assignment, the employee continues in the common review date schedule, and continues to be eligible for performance-based pay increases based on the pay range established and fiscal year budget for the employee's regular position.

SECTION 5.8: SEPARATIONS

- A. **Resignation:** It is customary for an employee in good standing who wishes to resign, to submit written notice at least two (2) weeks in advance.
 1. At the Executive Director's sole discretion, an employee who has submitted a notice of resignation may be required to cease working for the Airport Authority immediately.
 2. An employee who has submitted a resignation may submit in writing a withdrawal of resignation. The decision to accept the withdrawal will be based on the consent of the director, the Human Resources Director, and the Executive Director.
 3. An employee who is unable to work due to a medically certified disability may apply for long-term disability if eligible. This application shall be treated as the resignation from PMGAA employment.
- B. **Reduction in Workforce:** The Executive Director may institute a layoff of employees due to lack of funds, lack of work, or any other business reason. The Executive Director shall determine the timing and number of employees to be laid off. Layoff will be performed in a manner which best facilitates the reason(s) behind the layoff. Upon approval of the Executive Director, an employee subject to layoff may be transferred to a vacant position.

SECTION 5.9: STANDARDS OF CONDUCT

- A. In addition to the conduct prohibited to all Arizona public employees by Arizona Revised Statutes, a violation of the Standards of Conduct listed below is cause for discipline up to and including termination. The following list of examples is not inclusive of every act that may be subject to disciplinary action up to and including termination:
 1. Incompetence or inefficiency in the performance of duties.
 2. Violation of any policy or procedure, lawful or official regulation or order.
 3. Failure to obey lawful and reasonable directives given by management.
 4. Abusiveness in attitude, language, or conduct to the public or fellow employees.
 5. Being absent from work without authority or having excessive absences that effect productivity, the efficiency or effectiveness of the department, or impedes the work unit.
 6. Participation in unlawful or improper conduct that adversely affects an employee's relationship to the position, position's duties, to other employees, or that in any way discredits the Airport Authority's reputation or goodwill in the community.

7. Engaging in unlawful harassment or discriminatory conduct against another individual on the basis of race, color, gender, religion, national origin, age, disability, veteran status, or genetics or engaging in retaliation against another for filing a complaint or participating in any investigation.
8. Conviction of a felony, failure to report a felony or misdemeanor conviction, and/or failure to report any felony arrest. Employees are required to report a felony arrest and a felony misdemeanor conviction to Human Resources or their supervisor upon the start of the employee's next scheduled workday following the conviction or arrest.
9. Jeopardize safety or to place oneself or another individual in an unsafe environment.
10. Falsify, misuse, or provide unauthorized use of Airport Authority documents or records, make false statements concerning duties with the Airport Authority, or use of misrepresentation to obtain a position with the Airport Authority.
11. Steal, damage, misuse, or misappropriate property, products, or equipment that belong to the Airport Authority, other employees, or visitors due to negligence or willful misconduct.
12. Commit fraud or other illegal acts regarding interfacing with or the use of the Airport Authority funds.
13. Possession of unauthorized firearms, dangerous items, weapons, or explosives on Airport Authority property.
14. Failure to maintain minimum standards, licenses, or qualifications required for one's position.

SECTION 5.10: ADMINISTRATIVE LEAVE

An employee may be placed on administrative leave with the approval of the Executive Director and the Human Resources Director. Administrative leave is to be used when the circumstances warrant the employee be temporarily relieved from [his/her/their](#) duties pending an investigation or administrative process. While on administrative leave, the employee will be paid their regular pay and is expected to follow departmental direction concerning requirements for leave time. Failure to comply and depending upon the circumstances and violations the employee may be subject to disciplinary action up to and including termination.

SECTION 5.11: DISCIPLINARY ACTIONS

Phoenix-Mesa Gateway Airport Authority utilizes disciplinary actions for employees who have committed infractions of employer policies and procedures. Depending upon the circumstances, violations may be subject to disciplinary action, up to and including termination of employment including immediate discharge from employment without prior warning or notice. This policy should not be construed as requiring the Airport Authority to use progressive discipline, or as a limitation on the right of the Airport Authority to take disciplinary action. Typically, actions taken against an employee may be any of the following:

- A. **Written Reprimand:** A supervisor, manager or director may deliver a written reprimand to an employee as documentation to make the employee aware of unacceptable conduct or performance or for a violation of Airport Authority policies or procedures.
- B. **Disciplinary Probation:** An employee may be placed on disciplinary probation, with the approval of the Department Executive, for unacceptable conduct or performance or for violation of Airport Authority policies or procedures.

1. Disciplinary probation will be up to twelve (12) months and cannot be extended beyond its original length. The probation can be ended early based on demonstrated improvement, with the approval of the Department Executive.
 2. While on disciplinary probation, an employee will not be allowed to compete for any promotional opportunity and will not be eligible for any salary increases. Once the employee is removed from disciplinary probation they may be eligible for a performance-based increase at the next scheduled common review date based on performance and budget availability.
 3. The Executive Director can approve a reduction in pay along with the disciplinary probation, if recommended by management.
- C. **Suspension:** The Department Executive can approve the suspension of an employee from the employee's position without pay, at any time for unacceptable conduct or performance or for violation of Airport Authority policies or procedures.
1. Except in certain limited circumstances, an exempt employee may not be suspended for a period of less than one work week.
 2. A suspended employee shall typically be notified prior to the start of the suspension. An employee suspended may be placed on disciplinary probation for a period of up to one year.
- D. **Demotion:** With the approval of the Executive Director, an employee may be demoted at any time for unacceptable conduct or performance or for violation of Airport Authority policies or procedures.
1. An employee who is demoted for disciplinary reasons shall be paid at the highest level in the lower pay range that is at least five percent (5%) lower than the employee's salary prior to the demotion.
 2. An employee demoted will be placed in a position for which ~~he/she is~~ they are qualified.
 3. An employee demoted shall be placed on a six (6) month probation period and if the demotion is within three (3) months of the common review date, the employee will have to wait until the next year to be eligible for a performance-based review.
 4. An employee demoted for disciplinary reasons may not be allowed to compete for any promotional opportunity until ninety (90) days after the effective date of the demotion.
- E. **Termination:** With the approval of the Human Resources Director and the Executive Director, an employee may be terminated from the Airport Authority service for any reason that the Airport Authority decides, in its sole discretion, justifies such an action.



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

Board Action Item

Re: Resolution 24-45

To: Board of Directors
From: Lori Collins, Business and Economic Development Director
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Easement Extinguishment and Exchange Agreement
Date: August 20, 2024

Proposed Motion

To authorize the extinguishment of the approximately 52.6-acre perpetual easement encumbering the northeast corner of Ellsworth Road and Pecos Road, subject to the issuance of an Instrument of Release from the FAA and in exchange, acquisition of the fee title to an approximately 19.6-acre parcel.

Narrative

Mesa BA Land, LLC is the owner of a 52.6-acre property at the northeast corner of Ellsworth Road and Pecos. This property is subject to a perpetual easement which was conveyed by General Motors Corporation to the United States of America in 1977 and was granted for the establishment of a restrictive use area for the operation of aircraft to and from the air installation formerly known as Williams Air Force Base. The perpetual easement was assigned by the United States of America to the Phoenix-Mesa Gateway Airport Authority (PMGAA) in 1998. The property was previously part of the General Motors Proving Grounds and has remained vacant and unimproved. The land impacted by the Easement is not contiguous to the Airport and is located on the east side of Ellsworth Road.

Only a ±19-acre portion of the Easement is needed to continue to provide protection for the Airport's existing Runway Protection Zone (RPZ) and ultimate Runway Protection Zone. As such, Mesa BA Land, LLC has asked PMGAA to extinguish the Easement and thereby remove the restrictions placed on their property and allow them to develop the property in accordance with the City of Mesa's General Plan, which allows for commercial, industrial and other employment-related uses that are compatible with the Airport. In exchange for extinguishing the Easement, Mesa BA Land, LLC has agreed to convey the 19 acres (Conveyance Property) to PMGAA. The property transfer benefits the Airport by placing the acreage needed for the Ultimate RPZ under PMGAA property ownership and not just subjecting it to use restrictions.

PMGAA is required to coordinate with the Federal Aviation Administration (FAA) on property release efforts such as extinguishing the Easement. The FAA conducts a review of a variety of issues including how the property was acquired, PMGAA's justification for the release, current condition of the property to be released, and property valuation. PMGAA has coordinated with the FAA on most of the information required except for a PMGAA Board approved resolution authorizing the extinguishment of the Easement. If the PMGAA Board approves the proposed resolution, staff will submit the resolution to the FAA and the FAA will initiate a 30-day Federal Register notification. The FAA will issue an Instrument of Release upon satisfaction of their review and notification requirements.

Fiscal Impact

PMGAA will receive title to the Conveyance Property from Mesa BA Land, LLC in exchange for extinguishing the Easement.

Attachment(s)

- 1) Easement
- 2) Diagram of Easement
- 3) Exchange Agreement



RESOLUTION NO. 24-45

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

WHEREAS the Authority desires to authorize the extinguishment of the approximately 52.6-acre perpetual easement encumbering the northeast corner of Ellsworth Road and Pecos Road, subject to the issuance of an Instrument of Release from the FAA and in exchange, acquisition of fee title to an approximately 19.6-acre parcel;

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

The Board of Directors of the Authority hereby authorizes the extinguishment of the approximately 52.6-acre perpetual easement encumbering the northeast corner of Ellsworth Road and Pecos Road subject to the issuance of an Instrument of Release from the FAA, and in exchange, acquisition of fee title to an approximately 19.6-acre parcel. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes to the Exchange Agreement as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

Williams Air Force Base, AZ
 Maricopa County
 Tract No. 400 (AICUZ)

INSTRUMENT (ES)

298650

Document

D.O. 2433

EASEMENT

FOR AND IN CONSIDERATION of the sum of THIRTY FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, (\$35,500.00), the receipt of which is hereby acknowledged, GENERAL MOTORS CORPORATION, a Delaware corporation, duly authorized to do business in the State of Arizona, having its principal office at 3044 West Grand Boulevard, Detroit, Michigan 48202, does hereby grant and convey to the

UNITED STATES OF AMERICA and its assigns

a perpetual and assignable easement in the land described as follows:

That portion of land situate in the West one-half of the Southwest one-quarter of Section 34, Township 1 South, Range 7 East, Gila and Salt River Meridian, in the County of Maricopa, State of Arizona, described as follows:

BEGINNING at the Southwest corner of said Section 34; thence North 1° 08' 38" West along the West line of said Section 34, a distance of 2473.81 feet; thence South 44° 32' 48" East a distance of 1823.31 feet to the West one-sixteenth line of said Section; thence South 1° 08' 38" East along said West one-sixteenth line of Section 34, a distance of 1183.75 feet to the South line of said Section; thence North 89° 33' 34" West along the said South line of Section 34, a distance of 1253.32 feet to the POINT OF BEGINNING,

Containing 52.60 acres, more or less;

for the establishment, maintenance and operation of a restrictive use area for the operation of aircraft to and from the air installation currently known as Williams Air Force Base (hereinafter referred to as the base) consisting of the following rights in the said land for the following purposes:

1. The right to make low and frequent flights over said land and to generate noises associated with:
 - a. aircraft in flight, whether or not while directly over said land;
 - b. aircraft and aircraft engines operating on the ground at said base; and
 - c. aircraft engine test-stand operations at said base.
2. The right to regulate or prohibit the release into the air of any substance which would impair the visibility or otherwise interfere with the operations of aircraft, such as, but not limited to, steam, dust and smoke.
3. The right to regulate or prohibit light emissions, either direct or indirect (reflective), which might interfere with pilot vision.
4. The right to prohibit electrical emissions which would interfere with aircraft and Air Force communications systems or aircraft navigational equipment.
5. The right to prohibit and remove any buildings or other nonfrangible structures.
6. The right to top, cut to ground level, and to remove trees, shrubs, brush, or other forms of obstruction which the officer having command of the base determines might interfere with the operation of aircraft, including emergency landings.
7. The right of ingress and egress upon, over, and across said land for the purpose of exercising the rights set forth herein.
8. The right to post signs on said land indicating the nature and extent of the United States' control over said land.

9. The right to prohibit all land uses other than the following:

- a. agriculture;
- b. grazing (excluding feed lots and dairy herds);
- c. permanent open space;
- d. existing water areas;
- e. rights-of-way for fenced two-lane highways, without sidewalks or bicycle trails, and single track railroads;
- f. communications and utilities rights-of-way; and
- g. development and use of private test roads for passenger car and truck tests and necessary drainage for the test roads, provided that there shall be no above ground facilities constructed.

10. The right to prohibit entry of persons onto the land except in connection with activities authorized under a, b, e, f, and g above.

SUBJECT, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; to the reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by the United States; and to the easement for flood control purposes recorded in Docket 3973 at page 463 in the Office of the County Recorder of Maricopa County.

RESERVING, however, to the Grantor, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired.

AND FURTHER, for the consideration recited above, the Grantor agrees to abide by the following covenant which shall run with the land: ^{Unofficial Document} that the payment by the United States of the consideration recited above shall constitute full fair value and full compensation to the Grantor for the easement and rights granted herein, whether such easement and rights shall be exercised by the United States or by any of its grantees, and the Grantor expressly releases and relinquishes any and all claims against any of the aforementioned for further or future payment of consideration for the aforesaid easement and rights granted herein.

AND THE SAID GRANTOR COVENANTS to and with the said Grantee and its assigns that it is lawfully seized and possessed in fee of the premises in which the above easement is granted; that it has a good and lawful right and power to sell and convey the said easement; that the same are free and clear of all encumbrances except as above noted; and that it will, and its successors shall, warrant and forever defend the title to the said easement against the lawful claims and demands of all persons whomsoever.

SIGNED, SEALED, AND DELIVERED, this 5th day of July, 1977.

In presence of:

P. J. Metz
P. J. Metz
V. D. Register
V. D. Register

GENERAL MOTORS CORPORATION,
a Delaware corporation

By P. J. Colletta
P. J. COLLETTA
Title Vice President F.H. 207

ATTEST: Marguerite Novelli
Marguerite Novelli
Assistant Secretary

EXEMPTION RECOMMENDED
ARIZONA REALTY DIVISION

BY J. E. John

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this the 5th day of July, A.D. 1977, before me appeared P. J. Coletta and Marguerite Novelli to me personally known, who being by me duly sworn, did say to me that they are respectively Vice President and Assistant Secretary of GENERAL MOTORS CORPORATION, a Delaware corporation, and that the Corporate Seal affixed to the foregoing instrument is the Corporate Seal of said corporation, and the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and that the said P. J. Coletta and Marguerite Novelli acknowledged the said instrument to be the free act and deed of said corporation.

Unofficial Document

Joyce M. Wojewodzic
Joyce M. Wojewodzic
Notary Public, Wayne County, Michigan

My commission expires:

August 8, 1979

Notary Public, Wayne County, Mich.
My Commission Expires 8-8-79

STATE OF ARIZONA } ss
County of Maricopa }

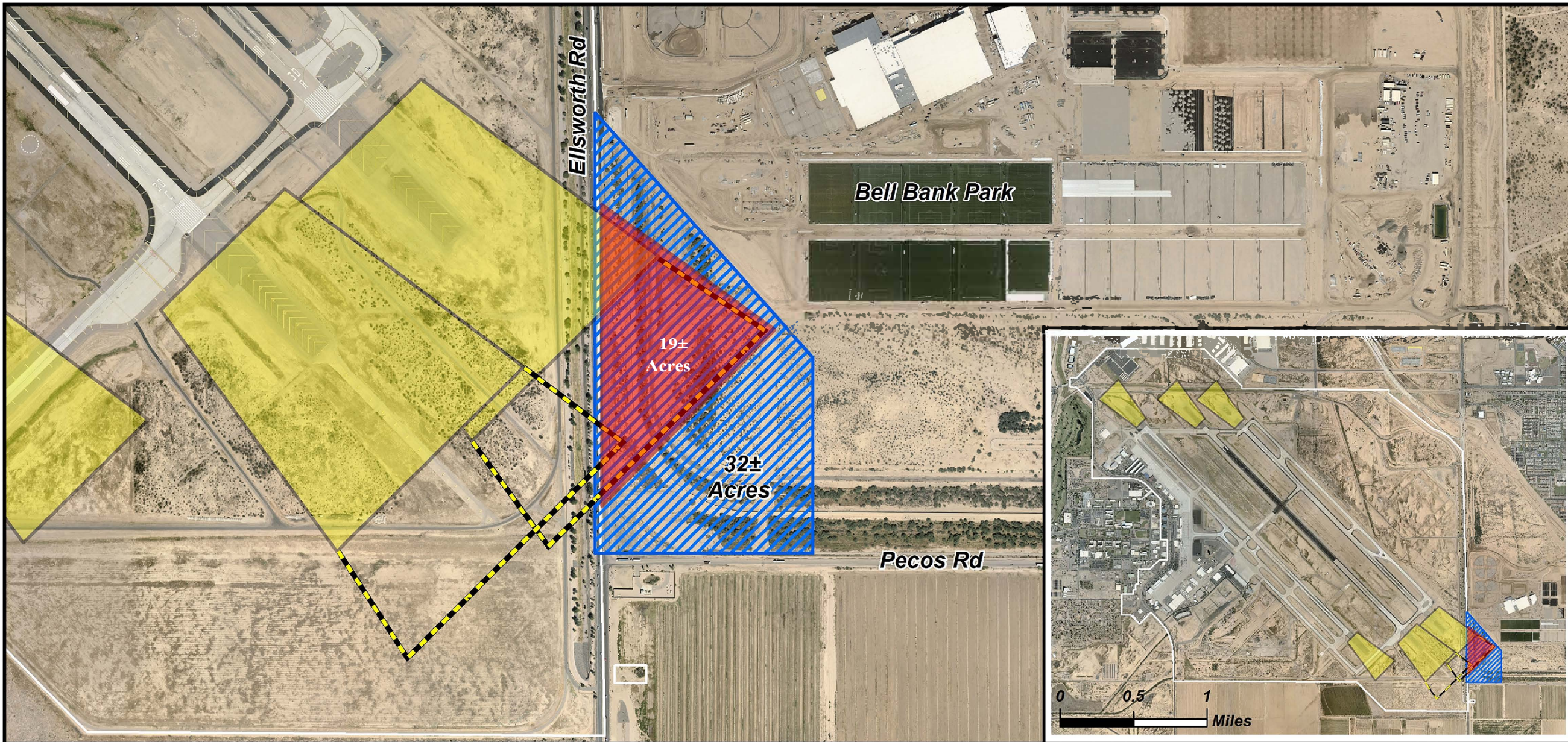
I hereby certify that the within instrument was filed and recorded at request of
USIFE TILE COMPANY OF ARIZONA

OGI 11 1977 -12 55
in Doc# 12179
on page 675-677

Witness my hand and official seal the day and year aforesaid.






Tom Freestone
County Recorder
Deputy Recorder

200



Phoenix-Mesa Gateway Airport Authority
makes no claims concerning the accuracy
of this map nor assumes any liability resulting
from the use of the information herein.
PMGAA, 2023.

Diagram of Easement

-  Easement to Relinquish
-  Conveyance Property
-  Runway Protection Zone (RPZ)
-  Ultimate RPZ
-  Airport Boundary



EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT ("Agreement") is made and entered into as of August ____, 2024 ("Execution Date") by and between PHOENIX MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona ("Authority") and MESA BA LAND, LLC, a Delaware limited liability company ("Mesa BA Land") (each a "Party" and collectively, the "Parties").

RECITALS

A. Authority, as successor in interest to the United States of America, is the grantee of the Easement (as defined below);

B. Mesa BA Land, as successor in interest to General Motors Corporation, is the current owner of the property subject to the Easement as more particularly described on **Exhibit A** ("Easement Property");

C. Mesa BA Land requested that the Authority fully and completely terminate the Easement, and the Authority has agreed to fully terminate the Easement, upon the terms and conditions set forth in this Agreement; and

D. In exchange for the termination of the Easement and among other consideration as set forth herein, Mesa BA Land will convey to the Authority fee title to an approximately nineteen (19) acre tract of real property ("Conveyance Property") described on **Exhibit B** attached hereto, and Mesa BA Land has agreed to convey the Conveyance Property to the Authority, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Mesa BA Land agree as follows:

AGREEMENT

1. **Definitions.** In addition to other terms defined herein, the following terms shall have the following meanings when used in this Agreement:

"Closing" or "Close of Escrow" or "Close" shall mean the consummation of the Transaction, as evidenced by the delivery of all required funds and documents to Escrow Agent.

"Closing Date" shall mean fifteen (15) days after the date of obtaining the Transaction Approval of the Federal Aviation Administration ("FAA") as described in Section 5 hereof.

"Conveyance Property" shall have the meaning ascribed to it in **Recital A**.

"Easement" shall mean that particular approximately fifty-two (52) acre easement granted by the General Motors Corporation, a Delaware Corporation predecessor in interest to Mesa BA Land, to the United States of America pursuant to the Easement dated July 5, 1977 and recorded on October 11, 1977 as Instrument No. 19771011, Docket No. 12479, Page 675, in the Official Records of Maricopa County, Arizona ("Official Records"), and assigned by the United States of America to the Authority pursuant to the

Assignment of Easements dated April 14, 1998, recorded on April 30, 1998 as Instrument No. 98-0358908, in the Official Records.

"Easement Property" shall have the meaning ascribed to it in **Recital B**.

"Escrow" shall mean the escrow created pursuant to the Escrow Instructions, if required, and this Agreement.

"Escrow Agent" shall mean Lawyers Title, 3900 East Camelback Road, Suite 150, Phoenix, Arizona 85018, Attn: Billie Johnson.

"Escrow Instructions" shall mean the printed form escrow instructions to Escrow Agent, prepared by Escrow Agent in the form of **Exhibit D**, to be executed by Authority and Mesa BA Land and delivered to Escrow Agent if required by Escrow Agent.

"Opening of Escrow" shall mean the date of delivery to and acceptance by Escrow Agent of a fully executed copy of this Agreement and a fully executed copy of the Escrow Instructions, if required by Escrow Agent.

"Retained Easement Property" shall mean the Easement Property excluding the Conveyance Property as more particularly described on **Exhibit C**.

"Transaction" shall mean the transaction contemplated by this Agreement, including without limitation, the Authority's full and complete termination, release and abandonment ("Termination") of the Easement in exchange for Mesa BA Land's conveyance of the Conveyance Property to the Authority ("Conveyance") and the exchange of other closing documents and deliverables in accordance with this Agreement.

2. **Definitive Agreement for Termination of Easement and Conveyance of Conveyance Property**. Upon full execution of this Agreement, this Agreement shall be a binding agreement between Mesa BA Land and Authority for the Transaction on the terms, conditions and provisions set forth in this Agreement. This Agreement supersedes all other written or oral agreements between Mesa BA Land and Authority concerning the Transaction.

3. **Title**.

3.1 **Title; Title Commitment**.

(a) On the Closing Date, Mesa BA Land will convey title to the Conveyance Property to Authority at Closing subject only to the Permitted Exceptions (as defined below).

(b) Promptly following the Execution Date, Escrow Agent on behalf of Lawyers Title ("Title Company") will issue a Commitment for Title Insurance ("Title Commitment") in a form which contains the Title Company's express commitment to issue an ALTA Owner's Policy of Title Insurance or such other available form acceptable to Authority ("Title Policy"), including all endorsements reasonably required by Authority to the extent Authority obtains extended coverage, to Authority at Closing, together with true, correct, complete and legible copies of all recorded documents affecting the Conveyance Property and listed as title exceptions. Authority has the right to object to exceptions shown on the Title Commitment that

are not acceptable to Authority ("Objections") within five (5) Business Days after receipt of the Title Commitment by providing written notice to Mesa BA Land and Escrow Agent/Title Company of same. All matters disclosed by the Title Commitment to which Authority does not object will be "Permitted Exceptions". In the event title to the Conveyance Property is encumbered by any mortgage liens, mechanics liens, judgment liens, other monetary liens securing liquidated amounts, overdue tax liens, and title exceptions affecting the Conveyance Property created or permitted by Mesa BA Land after the Execution Date and not approved in writing by Authority (collectively, "Mandatory Cure Items"), then Mesa BA Land will remove such Mandatory Cure Items on or before the Closing regardless of whether Authority objects to same, and in no event will such items be deemed Permitted Exceptions.

For all exceptions that are not Mandatory Cure Items, if Authority timely objects to any such title matter, then, within five (5) Business Days upon receipt of Authority's Objections and in all events no later than five (5) Business Days prior to the Closing Date, Mesa BA Land will notify Authority in writing whether Mesa BA Land will cure or remove any one or more of the Objections. In the event Authority timely objects and there are less than five (5) Business Days prior to the Closing Date, then the Closing Date will be extended on a day for day basis such that Mesa BA Land's notification to Authority is delivered to Authority not less than five (5) Business Days prior to the Closing Date. If Mesa BA Land either elects not to cure all of the Objections or fails to provide timely notice of whether it elects to cure such Objections, then Mesa BA Land will be deemed to have elected not to cure such Objections, and Authority will have the option, to be elected by written notice given to Mesa BA Land within two (2) Business Days after receipt of Mesa BA Land's election not to cure or Mesa BA Land's deemed election not to cure, of either (i) waiving the Objection(s) that Mesa BA Land has elected not to cure or remove, whereupon such waived Objection(s) will be deemed a(n) Permitted Exception(s) and proceeding to Closing, or (ii) terminating this Agreement. If Authority elects to terminate this Agreement in accordance with this Section, Mesa BA Land will pay all escrow and title fees and other costs due or owed to Escrow Agent and Title Company, and all rights, obligations and liabilities of the Parties under this Agreement will be extinguished and discharged, except to the extent the same expressly survive termination under the terms of this Agreement. If Mesa BA Land elects to cure or remove any of Authority's Objection(s), Mesa BA Land will be obligated to cure or remove such Objection(s) on or prior to the Closing Date, which obligation is an express contingency and condition to Closing, and which obligation survives the Closing.

(c) From and after the Execution Date through Closing, Mesa BA Land agrees not to cause any additional exceptions to appear on title which will not be removed prior to Closing, except as expressly permitted by this Agreement or as otherwise approved by Authority in writing, which approval may be granted or withheld in Authority's sole and absolute discretion.

(d) All costs, fees and premiums associated with the standard Title Policy and any endorsements will be paid by Mesa BA Land. In the event Authority desires or elects in its sole discretion to obtain an ALTA extended coverage Title Policy, the additional cost attributable to the extended portion of the Title Policy will be paid by Authority. In the event Mesa BA Land desires or elects to obtain an endorsement to its existing owner's policy or a new owner's policy that deletes the Easement, such costs shall be borne by Mesa BA Land. All costs related to the commission of an ALTA/NSPS survey required by the Title Company to issue extended coverage are the responsibility of Mesa BA Land.

3.2 Mesa BA Land's Activities. From and after the Execution Date and until the Closing Date, Mesa BA Land agrees to continue to maintain the Conveyance Property in the ordinary course of business consistent with past practices.

4. **Escrow Instructions.** Contemporaneously with the execution of this Agreement or at any time prior to Closing, if required by Escrow Agent, Authority and Mesa BA Land shall execute and deliver the Escrow Instructions to Escrow Agent. In the event of any conflict or inconsistency between any provision of the Escrow Instructions and any provision of this Agreement or any other instrument or document executed or delivered pursuant to this Agreement, the provision of this Agreement or such other instrument or document shall control.

5. **FAA Approval.** Authority and Mesa BA Land acknowledge that the consummation of this Transaction is subject to and contingent upon obtaining the approval of the FAA of this Transaction ("Transaction Approval"). Notwithstanding anything to the contrary contained herein, if Authority is unable to obtain the Transaction Approval or if such approval, once obtained, is successfully contested within sixty (60) days after the Opening of Escrow, either Authority or Mesa BA Land, at its option, may extend the period necessary to obtain Transaction Approval to ninety (90) days after the Opening of Escrow and up to three (3) successive thirty (30) day periods thereafter for a total of one hundred and eighty (180) days after the Opening of Escrow. If Transaction Approval is not obtained within one hundred and eighty (180) days after Opening of Escrow, either Authority or Mesa BA Land at its option may terminate this Agreement.

6. **Obtaining Approval.** Authority, at its sole cost and expense, has submitted its application to the FAA for approval of this Transaction and shall use commercially reasonable efforts to obtain the Transaction Approval within sixty (60) days from the Opening of Escrow. Mesa BA Land acknowledges that Authority has no control or influence over the timing of the approval process within the FAA.

7. **FAA Conditions.** Authority and Mesa BA Land acknowledge that the consummation of this Transaction will be subject to certain conditions imposed by the FAA. If such conditions required by the FAA are not acceptable to Mesa BA Land, Mesa BA Land at its option may terminate this agreement.

8. **Closing.**

8.1 **Time and Place.** The Closing shall take place on the Closing Date in the offices of Escrow Agent.

8.2 **Closing Statements.** Prior to Closing, Escrow Agent will prepare a combined settlement statement for Authority and Mesa BA Land ("Settlement Statement"), reflecting the various charges and credits applicable to such party, as provided in this Agreement, and provide Authority and Mesa BA Land with a copy of the Settlement Statement. Prior to Closing, Authority and Mesa BA Land shall have the right to review and approve the Settlement Statement.

8.3 **Authority's Closing Deliveries.** Prior to or at the Closing, Authority shall deliver to Escrow Agent:

(a) The Termination of Easement in the form of **Exhibit E** ("Termination of Easement"), fully executed and properly acknowledged by Authority, abandoning the Easement to Mesa BA Land;

(b) If required, an affidavit in a form and having the substance mutually acceptable to Mesa BA Land and Authority, fully executed and properly acknowledged by Authority, as required by Internal Revenue Code Section 1445(b)(2) ("Code");

- (c) An Affidavit of Property Value in the form required by the State of Arizona, fully executed and properly acknowledged by Authority or by Escrow Agent on behalf of Authority;
- (d) Evidence of the Transaction Approval;
- (e) An executed counterpart of the Settlement Statement; and
- (f) Such other instruments or documents as may be reasonably requested by Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement.

8.4 **Mesa BA Land's Closing Deliveries.** Prior to or at the Closing, Mesa BA Land shall deliver to Escrow Agent:

- (a) A special warranty deed, fully executed and properly acknowledged by Mesa BA Land, transferring fee simple title to the Conveyance Property to the Authority in the form attached hereto as **Exhibit F** ("Deed");
- (b) An Affidavit of Property Value in the form required by the State of Arizona, fully executed and properly acknowledged by Mesa BA Land or by Escrow Agent on behalf of Mesa BA Land;
- (c) A customary owner's affidavit in a form reasonably acceptable to Escrow Agent or Title Company;
- (d) Such evidence of the power and authority of Mesa BA Land to consummate the transactions described in this Agreement as may be required by Escrow Agent;
- (e) A non-foreign affidavit ("FIRPTA Affidavit"), in the form required by the Code, providing that Mesa BA Land is not a "foreign person" within the meaning of Section 1445 of the Code;
- (f) Payment of all taxes and other fees and expenses required to be paid by Mesa BA Land pursuant to this Agreement, which may be addressed through appropriate credits in the settlement statement;
- (g) An executed counterpart of the Settlement Statement; and
- (h) Such other funds, instruments or documents as may be reasonably requested by Escrow Agent, or necessary, to effect or carry out the purposes of this Agreement.

8.5 **Escrow Agent's Duties at Closing.** At the Closing, Escrow Agent shall, in the following order:

- (a) Record the Deed in the Official Records;
- (b) Record the Termination of Easement in the Official Records;
- (c) Disburse all funds in accordance with the Settlement Statement completed in accordance with this Agreement and approved by Mesa BA Land and Authority; and

(d) Do such other items requested by Mesa BA Land and Authority, in writing, consistent with this Agreement.

8.6 Prorations; Tax Matters. There are to be no prorations of any kind at the Closing.

The Conveyance Property is currently assessed with the Easement Property for tax purposes under a single tax parcel identification number or "APN." Authority is exempt from paying real property taxes and the Parties anticipate that the Maricopa County Assessor and/or Treasurer will create separate APN for the Conveyance Property.

Mesa BA Land agrees to be solely responsible for all taxes, assessments and other imposed fees or expenses attributable to the Conveyance Property prior to the Closing Date and prior and in all events is obligated to pay (prior to delinquency) all taxes, assessments and other fees attributable to the Conveyance Property in the current tax year accruing before the Closing, whether separately assessed or otherwise. In no event will Mesa BA Land allow delinquent taxes or a tax lien to encumber the Conveyance Property and will indemnify and defend Authority from and against any such lien or claim relating to real property taxes attributable to the Conveyance Property in the tax year 2024 and prior. In the event Maricopa County does not seek payment of the taxes attributable to the Conveyance Property directly from Mesa BA Land, and Authority receives a tax bill for the Conveyance Property for any amounts owed up to the Closing, Authority will tender the bill to Mesa BA Land and Mesa BA Land will promptly (within fourteen [14] days of receipt and in all events prior to delinquency) pay all amounts due and payable reflected in such tax bill.

The Parties agree to reasonably cooperate after the Closing to effectuate the intent of this Section 8.6. This Section 8.6 shall survive the Closing.

8.7 Closing Costs. Except as expressly provided in this Agreement, each party shall bear its own costs and expenses (including attorneys' fees) in connection with its negotiation, and the conduct of the Transaction. All escrow and recording fees shall be paid by Mesa BA Land. Mesa BA Land will pay for all costs of the Title Policy in accordance with Section 3.1(d).

In addition, to the extent Mesa BA Land elects to obtain title insurance on the property underlying the Easement and/or ensure that the Easement is no longer in full force and effect, Mesa BA Land shall pay all cost and expense associated with such title insurance.

8.8 Possession/Extinguishment. It is the intent of the Parties that:

(a) Upon the Close of Escrow and recordation of the Termination of Easement, Authority shall have no right, title, interest in or to the Retained Easement Property, and Mesa BA Land shall be entitled to continued possession of the Retained Easement Property free and clear of the Easement.

(b) Upon the Close of Escrow and recordation of the Deed, Mesa BA Land shall have no right, title, interest in or to the Conveyance Property, and Authority shall be entitled to possession of the Conveyance Property free and clear except for the Permitted Exceptions.

9. Authority's Representations and Warranties. Authority hereby represents, warrants and covenants to Mesa BA Land that as of the Opening of Escrow and the Closing Date:

9.1 **Binding Agreement.** Subject to the Transaction Approval, the acceptance and performance of the terms and provisions of this Agreement have been duly authorized and approved by all necessary parties. Upon Authority's execution and delivery of this Agreement, this Agreement shall be binding and enforceable against Authority in accordance with its terms, and upon Authority's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Authority in accordance with their terms.

9.2 **Consents.** Except for the Transaction Approval and any potential requirements of the FAA in connection therewith, neither the execution or delivery of this Agreement nor the consummation of the Transaction is subject to any requirement that Authority obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party which has not been obtained or which, in any case or in the aggregate, if not obtained or made would render such execution, delivery or consummation illegal or invalid, or would constitute a default under, result in the creation of any lien, charge or encumbrance upon the Easement.

9.3 **Litigation.** To the actual knowledge of Authority, there is no litigation, arbitration or administrative proceeding pending nor threatened against Authority with respect to the Easement or this Agreement, nor is there any basis known to Authority for any such action or proceeding.

9.4 **Conflict.** Subject to obtaining the Transaction Approval, neither the execution of this Agreement, the consummation of the transactions hereby contemplated, nor the fulfillment of the terms hereof, to Authority's actual knowledge, will conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Authority is, or is asserted to be, a party affecting the Easement or to which the Easement is subject or any applicable laws or regulations of any governmental body having jurisdiction.

9.5 **Prior Agreement.** Authority has not committed nor obligated itself in any manner whatsoever to transfer or assign the Easement or any portion thereof to any party other than Mesa BA Land.

9.6 **Notices from Governmental Authorities.** To Authority's actual knowledge, Authority has not received from any governmental authority notice of and there do not exist any substantive violations of any laws, statutes, ordinances, regulations or other requirements of any governmental agency in connection with or related to the Easement or any part thereof.

10. **Mesa BA Land's Representations and Warranties.** Mesa BA Land hereby represents, warrants and covenants to Authority that as of the Opening of Escrow and the Closing Date:

10.1 **Organization and Standing.** Mesa BA Land is a limited liability company, duly organized and validly existing, and has full power and authority to enter into this Agreement and complete the Transaction.

10.2 **Binding Agreement.** The acceptance of the terms and provisions of this Agreement and the performance hereof, have, or will have, been duly authorized and approved by all necessary parties. Upon execution and delivery of this Agreement by Mesa BA Land, this Agreement shall be binding and enforceable against Mesa BA Land in accordance with its terms, and upon execution and delivery of the additional documents contemplated by this Agreement by Mesa BA Land, they shall be binding and enforceable against Mesa BA Land in accordance with their terms.

10.3 **Consents.** Except for Authority's approval of the Transaction and Transaction Approval and any potential requirements of the FAA in connection therewith, neither the execution or delivery of this Agreement nor the consummation of the Transaction is subject to any requirement that Mesa BA Land obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party which has not been obtained or which, in any case or in the aggregate, if not obtained or made would render such execution, delivery or consummation illegal or invalid, or would constitute a default under, result in the creation of any lien, charge or encumbrance upon the Easement or Conveyance Property.

10.4 **Litigation.** There is no litigation, arbitration or administrative proceeding pending, nor to the actual knowledge of Mesa BA Land, threatened against Mesa BA Land with respect to the Easement, Conveyance Property, or this Agreement, nor is there any basis known to Mesa BA Land for any such action or proceeding.

10.5 **Conflict.** Neither the execution of this Agreement, the consummation of the transactions hereby contemplated, nor the fulfillment of the terms hereof, to Mesa BA Land's actual knowledge, will conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Mesa BA Land is, or is asserted to be, a party affecting the Easement or Conveyance Property or to which the Easement or Conveyance Property is subject or any applicable laws or regulations of any governmental body having jurisdiction.

10.6 **Notices from Governmental Authorities.** Mesa BA Land has not received from any governmental authority notice of, and, to Mesa BA Land's actual knowledge, there do not exist, any substantive violations of any laws, statutes, ordinances, regulations or other requirements of any governmental agency in connection with or related to the Easement or any part thereof or the Conveyance Property or any part thereof.

10.7 **No Foreign Entity.** Mesa BA Land is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code, and Mesa BA Land agrees to execute, acknowledge and deliver to Authority, at Closing, the FIRPTA Affidavit evidencing same.

10.8 **Conveyance Property.** The Conveyance Property is transferable by Mesa BA Land by its sole act and deed, and no consent on the part of any other person or entity is necessary to validate the transfer to Authority.

10.9 **Agreements.** There are no contracts, agreements or arrangements, written or oral, express or implied, affecting or related to the Conveyance Property, except as disclosed in the Title Commitment or otherwise disclosed to Authority by Mesa BA Land in writing.

10.10 **Materials and Information.** All the information supplied to Authority by Mesa BA Land with regard to the Conveyance Property or as otherwise provided relating to the Transaction (including, without limitation, the Materials), is/are, to the best of Mesa BA Land's knowledge, true, accurate and correct. Mesa BA Land has not withheld any information within its possession or of which it is actually aware regarding the Conveyance Property or this Transaction that would reasonably be considered by an experienced purchaser to be material to that purchaser's decision to acquire the Conveyance Property, release the Easement as contemplated herein, or otherwise consummate this Transaction.

10.11 Violations of Applicable Law and/or Defaults Under Court Orders. Mesa BA Land has not received any written notice of a violation of law which remains uncorrected as of the Closing Date. To the best of Mesa BA Land's actual knowledge in the exercise of reasonable diligence, Mesa BA Land is not in default or violation of any order, writ, injunction, statute, decree or demand of any governmental authority with respect to the Conveyance Property or the conveyance thereof, and entry into this Agreement will not cause Mesa BA Land to become in default or violation of any said order, writ, statute, injunction decree or demand.

10.12 Environmental Materials.

(a) The Conveyance Property is, to the knowledge of Mesa BA Land, free from Hazardous Substances and is not now in violation of any Environmental Law. Mesa BA Land has not caused or allowed the use, generation, manufacture, production, treatment, storage, release, discharge, or disposal of any Hazardous Substances on, under, or about the Conveyance Property, and has not caused or allowed the transportation to or from the Conveyance Property of any Hazardous Substance.

(b) To the knowledge of Mesa BA Land, the property adjacent to the Conveyance Property is free from Hazardous Substances, and is not in violation of any Environmental Law.

(c) To the knowledge of Mesa BA Land, there is not now any buried or partially buried storage tanks located on the Conveyance Property.

(d) Mesa BA Land has received no warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Conveyance Property or adjacent property are or have been in violation of any Environmental Law, or informing Mesa BA Land that the Conveyance Property is subject to investigation or inquiry regarding the presence of Hazardous Substances on or about the Conveyance Property or the potential violation of any Environmental Law.

(e) Mesa BA Land is not aware of any facts or circumstances that could give rise to a violation of an Environmental Law.

(f) No environmental lien in favor of any governmental entity has attached to any of the Conveyance Property.

As used in this Agreement: (1) "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. Sections 2601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. Sections 11001, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq.; the Clean Air Act, 42 U.S.C. Sections 7401, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. Sections 300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. Sections 3251, et seq.; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including, without limitation, ambient air, soil, groundwater, surface water, and/or land use; and (2) "Hazardous Substance" means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health of the environment, including, without limitation: (w) those substances included within the

definitions of “hazardous substance”, “hazardous waste”, “hazardous material”, “toxic substance”, “solid waste”, or “pollutant or contaminant” in, or otherwise regulated by any Environmental Law; (x) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (y) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and (z) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) asbestos in any form; (C) polychlorinated biphenyls; (D) flammable explosives; (E) radioactive materials; (F) mold, mildew, or other mycotoxins or fungi present at or in the Conveyance Property or any portion thereof, including building materials, in a condition, location or of a type which may pose a risk to human health or safety or the environment, may result in damage to the property, would adversely affect or impair the value or marketability of the Conveyance Property, or requires investigation, remediation or other response action under applicable Environmental Laws; or (G) radon. Any reference in these definitions to statutory or regulatory sections shall be deemed to include any amendments to such sections and any successor sections.

10.13 **Patriot Act.** Neither Mesa BA Land nor any affiliate or representative of Mesa BA Land (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (“OFAC”) pursuant to Executive Order number 13224, 66 Federal register 49079 (September 25, 2001) (the “Order”); (ii) is listed on any other list of terrorist or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order; (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *lo contendere*, indicated, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

11. **Conditions Precedent; Survival of Representations and Warranties.**

11.1 **Survival of Representations and Warranties.** The truth of the representations and warranties set forth in Section 9 on and as of the date hereof and on and as of the Close of Escrow shall be a condition precedent to Mesa BA Land’s performance under this Agreement. The truth of the representations and warranties set forth in Section 10 on and as of the date hereof and on and as of the Close of Escrow shall be a condition precedent to Authority’s performance under this Agreement. All representations and warranties by Authority and Mesa BA Land set forth in this Agreement shall survive the recordation of the Deed and Termination of Easement and the Close of Escrow for a period of six (6) months. All claims for breach of representation and warranty shall be made in writing and any action for enforcement thereof commenced prior to the expiration of such 6-month period or shall be deemed waived.

12. **Covenants.**

12.1 From and after the Execution Date and until Closing or any termination or cancellation of this Agreement, Authority, without the prior written consent of Mesa BA Land, shall not: (a) enter into a contract or agreement for the sale, transfer or conveyance, exchange, encumbrance or other

disposition of all or any portion of the Easement; or (b) grant a lien, pledge, encumbrance, security interest, option, right of first refusal, against or across the Easement that shall survive the Closing.

12.2 From and after the Execution Date and until Closing or any termination or cancellation of this Agreement, Mesa BA Land, shall not: (a) enter into a contract or agreement for the sale, transfer or conveyance, exchange, encumbrance or other disposition of all or any portion of the Conveyance Property; or (b) grant a lien, pledge, encumbrance, security interest, option, right of first refusal, against or across the Conveyance Property that shall survive the Closing.

13. **Broker's Commission.** Authority and Mesa BA Land warrant, each to the other, that they have not dealt with any finder, broker or realtor in connection with the Transaction.

13.1 Authority shall and does hereby indemnify Mesa BA Land against, and agrees to hold Mesa BA Land harmless for and from any claim, demand or suit for any brokerage commission, finder's fee or similar charge in respect of the execution of this Agreement or the Transaction based on any act by or agreement or contract with Authority, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Mesa BA Land on account of or arising from any such claim, demand or suit.

13.2 Mesa BA Land shall and does hereby indemnify Authority against, and agrees to hold Authority harmless for and from any claim, demand or suit for any brokerage commission, finder's fee or similar charge in respect of the execution of this Agreement or the Transaction based on any agreement or contract with Mesa BA Land, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Authority on account of or arising from any such claim, demand or suit.

The provisions of this Section 13 shall survive the Closing Date.

14. **Assignment.** A Party may not assign this Agreement or any of its rights under this Agreement to any person, partnership, corporation or other entity without the prior written consent of the other Party, which consent may be given or withheld in that other Party's sole discretion. Any such assignment or transfer without such consent shall be absolutely null and void and shall constitute a default under this Agreement.

15. **Remedies.**

15.1 **Mesa BA Land's Remedies.** If Authority fails to perform any of Authority's obligations under this Agreement and such failure continues for ten (10) days after Authority receives written notice of such failure from Mesa BA Land, then Mesa BA Land may, as Mesa BA Land's sole and exclusive remedy for such failure, cancel this Agreement. In no event shall Mesa BA Land be entitled to any equitable remedies or recover any monetary damages against Authority due to any such failure of Authority to perform hereunder.

15.2 **Authority's Remedies.** If Mesa BA Land fails to Close after Authority has obtained Transaction Approval from the FAA and such failure continues for ten (10) days after Mesa BA Land's receipt of written notice from Authority, then Authority may, as its sole and exclusive remedy for such failure, cancel this Agreement. In no event shall Authority be entitled to any equitable remedies or recover any monetary damages against Mesa BA Land due to any such failure of Mesa BA Land to perform hereunder.

16. **Termination.** If this Agreement is to be terminated pursuant to the provisions hereof, such termination shall be affected by the canceling party giving written notice of the termination to the other party and Escrow Agent. Upon such termination, Escrow Agent shall return all documents and moneys deposited in the Escrow to the party who supplied the documents. Upon such delivery of documents, this Agreement and the Escrow shall be deemed terminated, and except as expressly provided herein, neither party shall have any further obligations hereunder.

17. **Notices.** Except as otherwise required by law, any notice given in connection with the Transaction shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail or United States certified or registered mail, return receipt requested, postage prepaid, addressed to Authority or Mesa BA Land at the addresses set forth below (or at such other address as Authority or Mesa BA Land or the person receiving copies may designate in writing). Notice shall be deemed to have been received on the date on which notice is delivered, if notice is given by personal delivery or electronic mail, on the day after the delivery to the overnight courier service, if such a service is used and, on the earlier of actual receipt or the third day after deposit in the mail, if mailed. Copies of all notices given to Authority or Mesa BA Land shall also be given to Escrow Agent.

Authority: Phoenix Mesa Gateway Airport Authority
5835 South Sossaman Road
Mesa, Arizona 85212-0919
Attn: Lori Collins
Telephone No.: (480) 988-7605
Email: LCollins@gatewayairport.com

with a copy to: Snell & Wilmer LLP
One South Church Avenue, Suite 1500
Tucson, Arizona 85701
Attn: Jill Casson Owen, Esq.
Telephone No.: (520) 882-1242
Email: jowen@swlaw.com

Mesa BA Land: Mesa BA Land, LLC
2801 E. Camelback Rd., Suite 450
Phoenix, Arizona 85016
Attn: Andrew Cohn
Telephone No.: (602) 248-8181
Email: andrew@levineinvestments.com

with a copy to: Levine Investments, LP
2801 E. Camelback Road, Suite 450
Phoenix, AZ 85016
Attention: Lisa Bullington, Esq.
Telephone No.: 602-248-8181
Email: lisa@levineinvestments.com

Escrow Agent: Lawyers Title
3900 East Camelback Road, Suite 150
Phoenix, Arizona 85018
Attn: Billie Johnson
Telephone No.: 602.954.6774
Email: BillieJohnson@LTIC.com

18. **Escrow Cancellation Charges.** If the Escrow fails to close for any reason Mesa BA Land shall be liable for any cancellation charges by Escrow Agent.

19. **Additional Acts.** The parties agree to execute promptly such other documents and perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

20. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona.

21. **Time of Essence.** Time is of the essence of this Agreement.

22. **Waiver.** The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

23. **Time Periods.** Any time period hereunder which expires on, or any date hereunder which occurs on, a Saturday, Sunday or legal United States or Arizona State holiday, is deemed to be postponed to the next Business Day. The first day of any time period hereunder which runs "from" or "after" a given day is deemed to occur on the first Business Day subsequent to that given day. Time is of the essence hereunder. For purposes of this Agreement, "Business Day" means Monday through Thursday, inclusive, except for such days that are legal United States or Arizona State holidays.

24. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

25. **Successors and Assigns.** Subject to the restrictions set forth in Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

26. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof; it supersedes all prior oral or written agreements of the parties as to the matters set forth herein; and it cannot be altered or amended except pursuant to an instrument in writing, signed by each of the parties hereto.

27. **Construction.** This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Authority and Mesa BA Land hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

28. **Interpretation.** If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intention as expressed in this Agreement, which shall be deemed to prevail and control.

29. **Headings.** The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

30. **No Third Party Beneficiary.** No term or provision of this Agreement or the exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

31. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof.

32. **Incorporation by Reference.** All exhibits to this Agreement are fully incorporated herein as though set forth herein in full.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AUTHORITY:

PHOENIX MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona

By: _____
Name: J. Brian O'Neill, A.A.E.
Title: Executive Director/CEO
Date: _____

MESA BA LAND:

MESA BA LAND, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

[ESCROW ACCEPTANCE PAGE FOLLOWS]

This Agreement is accepted and the Escrow is opened this ___ day of ___, 2024.

ESCROW AGENT:

LAWYERS TITLE

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT PROPERTY

That portion of land situate in the West one-half of the Southwest one-quarter of Section 34, Township 1 South, Range 7 East, Gila and Salt River Meridian, in the County of Maricopa, State of Arizona, described as follows:

BEGINNING at the Southwest corner of said Section 34; thence North $1^{\circ} 08' 38''$ West along the West line of said Section 34, a distance of 2473.81 feet; thence South $44^{\circ} 32' 48''$ East a distance of 1823.31 feet to the West one-sixteenth line of said Section; thence South $1^{\circ} 08' 38''$ East along said West one-sixteenth line of Section 34, a distance of 1183.75 feet to the South line of said Section; thence North $89^{\circ} 33' 34''$ West along the said South line of Section 34, a distance of 1253.32 feet to the POINT OF BEGINNING,

Containing 52.60 acres, more or less;

EXHIBIT B

LEGAL DESCRIPTION OF CONVEYANCE PROPERTY

PACIFIC PROVING GROUNDS
AVIGATION AREA
LEGAL DESCRIPTION

That portion of the Southwest Quarter of Section 34, Township 1 South, Range 7 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3 inch brass cap in hand hole accepted as the southwest corner of said Section 34 from which a found 3 inch brass cap in hand hole accepted as the west quarter corner thereof bears North 01°10'02" West, 2640.88 feet;

Thence North 01°10'02" West, 303.26 feet along the west line of the Southwest Quarter of said Section 34 to the **POINT OF BEGINNING**;

Thence continuing along said west line, North 01°10'02" West, 1716.49 feet;

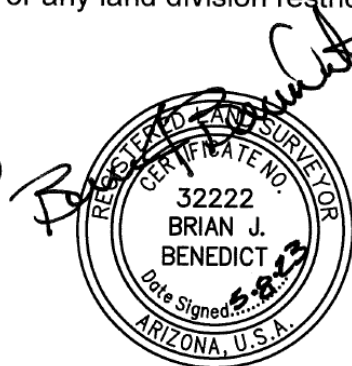
Thence leaving said west line, South 53°05'51" East, 1261.11 feet;

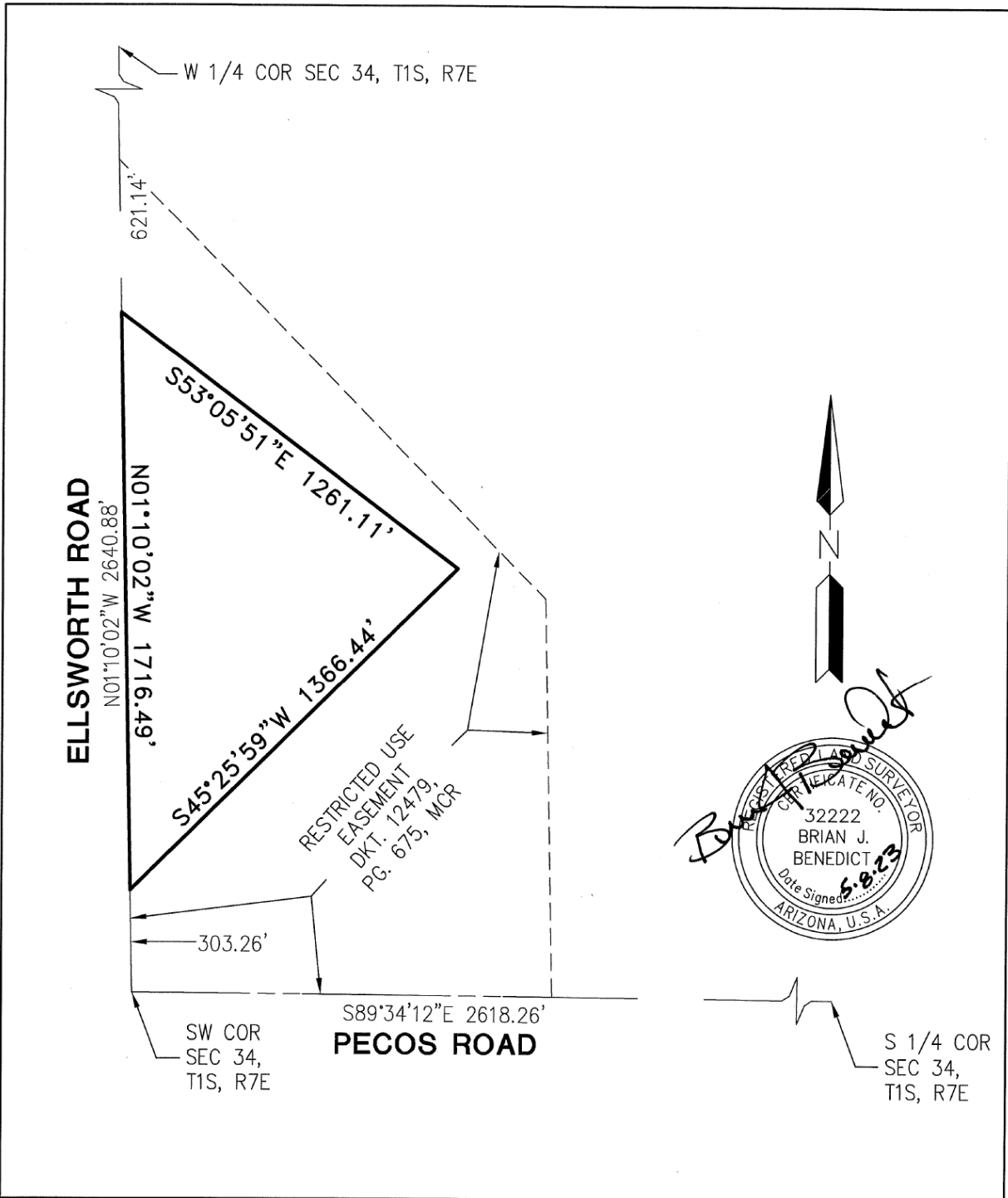
Thence South 45°25'59" West, 1366.44 feet to the **POINT OF BEGINNING**:

The above described parcel contains a computed area of 852,086 sq. ft. (19.5612 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2063
Date May 2023





PROJ.NO.:	2063
DATE:	MAY 2023
SCALE:	N.T.S.
DRAWN BY:	BJB
CHECKED BY:	BJB

PACIFIC PROVING GROUNDS
 AVIGATION AREA
 MESA, ARIZONA

EXHIBIT

HILGARTWILSON
 2141 E. HIGHLAND AVE., STE. 250
 PHOENIX, AZ 85016
 P: 602.490.0535 / F: 602.368.2436

© 2023, HILGARTWILSON, LLC

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EXHIBIT C

LEGAL DESCRIPTION OF RETAINED EASEMENT PROPERTY

That portion of land situate in the West one-half of the Southwest one-quarter of Section 34, Township 1 South, Range 7 East, Gila and Salt River Meridian, in the County of Maricopa, State of Arizona, described as follows:

BEGINNING at the Southwest corner of said Section 34; thence North $1^{\circ} 08' 38''$ West along the West line of said Section 34, a distance of 2473.81 feet; thence South $44^{\circ} 32' 48''$ East a distance of 1823.31 feet to the West one-sixteenth line of said Section; thence South $1^{\circ} 08' 38''$ East along said West one-sixteenth line of Section 34, a distance of 1183.75 feet to the South line of said Section; thence North $89^{\circ} 33' 34''$ West along the said South line of Section 34, a distance of 1253.32 feet to the POINT OF BEGINNING,

Containing 52.60 acres, more or less;

LESS AND EXCEPT THE FOLLOWING:

That portion of the Southwest Quarter of Section 34, Township 1 South, Range 7 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3 inch brass cap in hand hole accepted as the southwest corner of said Section 34 from which a found 3 inch brass cap in hand hole accepted as the west quarter corner thereof bears North $01^{\circ}10'02''$ West, 2640.88 feet;

Thence North $01^{\circ}10'02''$ West, 303.26 feet along the west line of the Southwest Quarter of said Section 34 to the **POINT OF BEGINNING**;

Thence continuing along said west line, North $01^{\circ}10'02''$ West, 1716.49 feet;

Thence leaving said west line, South $53^{\circ}05'51''$ East, 1261.11 feet;

Thence South $45^{\circ}25'59''$ West, 1366.44 feet to the **POINT OF BEGINNING**;

EXHIBIT D
ESCROW INSTRUCTIONS

EXHIBIT E

FORM OF TERMINATION OF EASEMENT

WHEN RECORDED, RETURN TO:

[Name]

[Firm]

[Street Address]

[City, ST Zip code]

TERMINATION AND RELEASE OF EASEMENT

RECITALS

A. General Motors Corporation, a Delaware Corporation, predecessor in interest to Mesa BA Land LLC, a Delaware limited liability company ("Mesa BA Land"), granted to the United States of America, predecessor in interest to Phoenix Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona ("Authority"), a perpetual and assignable easement over, in, on, and across that certain property ("Property") more specifically described in the Easement dated July 5, 1977, and recorded on October 11, 1977, as Instrument No. 19771011, Docket No. 12479, Page 675, in the Official Records of Maricopa County, Arizona ("Official Records"), as assigned by the United States of America to the Authority pursuant to the Assignment of Easements dated April 14, 1998, recorded on April 30, 1998 as Instrument No. 98-0358908, in the Official Records (collectively, the "Easement");

B. Mesa BA Land has requested that the Authority, as successor-in-interest to the United States of America, terminate and release the Easement; and

C. The Authority has agreed to terminate and release the Easement as set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

The Authority hereby releases and terminates the Easement and declares that any and all easements, sub-easements, licenses, covenants, conditions, restrictions and other rights and obligations granted, created, or imposed under the Easement are hereby released, relinquished, surrendered, vacated, and abandoned and are of no further force or effect and are not an encumbrance on the Property.

Authority hereby quit claims to Mesa BA Land any rights it has in the Easement, and Mesa BA Land releases Authority from any obligation thereunder.

This Termination shall be binding upon and inure to the benefit of the Mesa BA Land and Authority and their respective successors and assigns.

DATED as of this _____ day of _____, 2024.

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a
joint powers airport authority authorized by the State of
Arizona

By: _____

Name: J. Brian O’Neill, A.A.E.

Title: Executive Director/CEO

Date: _____

STATE OF ARIZONA)

) ss.

COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____ by J. Brian O’Neill,
A.A.E, as Executive Director/CEO of Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority
authorized by the State of Arizona, on behalf of the company.

NOTARY PUBLIC

My Commission Expires:

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; EXHIBIT FOLLOWS]

EXHIBIT F
FORM OF DEED

When Recorded Return To:

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received, MESA BA LAND, LLC, a Delaware limited liability company ("Grantor"), does hereby grant and convey to PHOENIX MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona ("Grantee"), all of Grantor's right, title and interest in and to the following described real property situated in Maricopa County, Arizona, together with all improvements thereon and all other rights and appurtenances thereto (collectively, the "Property"):

SEE **EXHIBIT A** ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF

SUBJECT only to the exceptions listed on **EXHIBIT B** attached hereto and incorporated herein.

Grantor hereby binds itself and its successors to warrant and defend the title to the Property, as against all acts of Grantor herein and none other, subject only to the matters above set forth.

Grantor quit claims unto Grantee, without representation or warranty of any kind, rights of Grantor, if any, in water, minerals, oil, gas, and other hydrocarbon substances which may exist beneath the surface of the Property.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year set forth below.

DATED: _____, 2024.

GRANTOR:

MESA BA LAND, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

 This instrument was acknowledged before me on _____ by
_____, as _____ of _____, a(n)
_____, on behalf of the company.

Notary Public

My Commission Expires:

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; EXHIBITS FOLLOW]

EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF PROPERTY

[SEE ATTACHED]

EXHIBIT B TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

[SEE ATTACHED]



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

Board Action Item

Re: Resolution 24-46

To: Board of Directors
From: Lori Collins, Business Development Director
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Third Amendment to Terminal Concession Lease Agreement with Paradies Lagardère@AZA, LLC
Date: August 20, 2024

Proposed Motion

To authorize a Third Amendment to the Terminal Concession Lease Agreement with Paradies Lagardère@AZA, LLC to extend the initial Term of the Agreement by an additional five (5) years, from TEN (10) to FIFTEEN (15) years.

Narrative

The Phoenix-Mesa Gateway Airport Authority (PMGAA) strives to provide an effective and attractive Terminal Concessions Program that increases revenue and enhances the travel experience. Paradies Lagardère@AZA, LLC ("Paradies") is the concessionaire that operates all the retail service locations within the Airport Terminal. The merchandise and gift concession program includes Saguaro Mercantile, TripAdvisor and the newly re-opened First Jet Market. The Paradies Lagardère@AZA, LLC Terminal Concession Lease Agreement commenced on October 1, 2021 (the Date of Beneficial Occupancy), and will terminate TEN (10) years thereafter.

With the completion of the Gateway Tomorrow Eastside Terminal Planning Study, it became evident that PMGAA is not likely to be servicing airline passenger traffic out of the new terminal before the expiration of the current agreement term. Until the new terminal is planned for and designed, it is practical to extend the current concessions agreement for an additional five years and require a refurbishment investment to keep the concessions looking modern and fresh. This additional time benefits the Airport due to the uncertain timing of the eventual move to a new terminal campus and ensures a continued, exceptional customer experience. A new Master Concessionaire RFP will be issued when the new terminal is under construction.

Agreement Amendment

The Third Amendment to the Terminal Concession Lease Agreement (Amendment 3) will extend the initial Term of the Agreement from TEN (10) years to FIFTEEN (15) years and require the Concessionaire to make a second investment of Refurbishment Improvements. These Refurbishment Improvements will be made to update and improve the visual appeal and functioning of the premises during the Term. The first investment of Refurbishment Improvements shall be valued at no less than \$50,880 and shall be completed no later than September 30, 2026. The second investment of Refurbishment Improvements shall be valued at no less than \$55,600 and shall be completed no later than September 30, 2031.

Page 2 of 2: BAI - Third Amendment to Terminal Concession Lease Agreement with Paradies Lagardère@AZA, LLC

Attachment(s)

Third Amendment to Terminal Concession Lease Agreement



RESOLUTION NO. 24-46

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

WHEREAS the Authority desires to authorize a Third Amendment to the Terminal Concession Lease Agreement with Paradies Lagardère@AZA, LLC to extend the initial Term of the Agreement by an additional five (5) years, from TEN (10) to FIFTEEN (15) years;

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

The Board of Directors of the Authority hereby authorizes a Third Amendment to the Terminal Concession Lease Agreement with Paradies Lagardère@AZA, LLC to extend the initial Term of the Agreement by an additional five (5) years, from TEN (10) to FIFTEEN (15) years. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



THIRD AMENDMENT TO TERMINAL CONCESSION LEASE AGREEMENT

This THIRD AMENDMENT to the RETAIL SERVICES TERMINAL CONCESSION LEASE AGREEMENT (“AMENDMENT 3”) is executed to be effective as of the FIRST (1ST) day of _____ 2024 by and between the **PHOENIX-MESA GATEWAY AIRPORT AUTHORITY**, a joint powers airport authority authorized and existing under the laws of the State of Arizona, its successors and assigns (“PMGAA”), and **PARADIES LAGARDERE@AZA, LLC**, an Arizona limited liability company (“Concessionaire”). PMGAA and Concessionaire may be referred to jointly as “Parties,” and each separately as a “Party”. This AMENDMENT 3 hereby amends that certain Terminal Concession Lease Agreement between PMGAA and Concessionaire dated and effective the FIRST (1st) day of OCTOBER 2019 and subsequently amended on October 1, 2020 and November 1, 2021 (collectively, the “Agreement”), with respect to Concessionaire’s operation at the Airport Terminal at 6033 South Sossaman Road.

RECITALS

- A. PMGAA and Concessionaire desire to enter into this AMENDMENT 3 in order to modify the Agreement.
- B. PMGAA and Concessionaire desire to extend the initial Term of the Agreement from TEN (10) years to FIFTEEN (15) years.
- C. Concessionaire desires to make a second investment of Refurbishment Improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this AMENDMENT 3 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The provisions of SECTION 2.1 are hereby deleted in their entirety and replaced with the following:
 - 2.1 Initial Term. The Agreement shall commence on the Effective Date. The Term shall commence on the Date of Beneficial Occupancy and terminate FIFTEEN (15) years thereafter (the “Term”), unless sooner terminated as provided herein. The Date of Beneficial Occupancy shall mean October 1, 2021 (“DBO”).
- 2. The provisions of SECTION 5.4 are hereby deleted in their entirety and replaced with the following:
 - 5.4 Requirements – Mid-Term Refurbishments. Concessionaire shall undertake refurbishment improvements to update and improve the visual appeal and functioning of the Premises (the “Refurbishment Improvements”) during the Term. Concessionaire shall obtain advance, written approval from PMGAA prior to execution, construction and/or permitting of the Refurbishment

Improvements. The first investment of Refurbishment Improvements shall be valued at no less than FIFTY THOUSAND EIGHT HUNDRED EIGHTY and 00/100 DOLLARS (\$50,880.00) and shall be completed no later than September 30, 2026. The second investment of Refurbishment Improvements shall be valued at no less than FIFTY-FIVE THOUSAND SIX HUNDRED and 00/100 DOLLARS (\$55,600.00) and shall be completed no later than September 30, 2031. Notwithstanding anything to the contrary herein, Concessionaire shall have no obligation to make a second investment of Refurbishment Improvements if, on or before September 30, 2030, PMGAA gives notice of termination to Concessionaire pursuant to Section 13.3. Failure to complete said Refurbishment Improvements within such timeframes may subject Concessionaire to the payment of a late opening penalty equal to TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00) for each day of delay, which shall become due and payable to PMGAA, in addition to any other rent and fees due, within FIVE (5) business days of PMGAA's written request therefor. The actual completion of said Refurbishment Improvements shall be conducted in accordance with SECTION 5.3.2 herein, and Concessionaire shall validate its actual expenditures to PMGAA, in writing, within ONE HUNDRED TWENTY (120) calendar days of completion of said Refurbishment Improvements.

3. New SECTION 13.3 is hereby added with the following provisions:

13.3 PMGAA's Right of Termination for New Terminal. In addition to the rights set forth in Section 13.1, if PMGAA, in its sole discretion, anticipates closing the Terminal and opening a new airline passenger terminal on the east side of the Airport during the Term, PMGAA shall have the right to terminate this Agreement in its entirety upon not less than FIVE (5) years advance written notice to Concessionaire.

4. Concessionaire warrants and represents to PMGAA that: (i) all necessary actions have been taken to authorize the execution of this AMENDMENT 3 by Concessionaire; (ii) the persons who have executed this AMENDMENT 3 on behalf of Concessionaire are duly authorized to do so; and (iii) this AMENDMENT 3 constitutes a legal, valid and binding obligation of Concessionaire, enforceable against Concessionaire in accordance with its terms and the terms of the Agreement.
5. In all other respects the Retail Services Terminal Concession Lease Agreement shall remain unchanged and in full force and effect. The Agreement, as amended by this AMENDMENT 3 shall continue to be binding upon PMGAA and Concessionaire and their permitted successors and assigns.
6. All of the Recitals set forth above are incorporated into this AMENDMENT 3 by this reference.
7. Concessionaire recognizes and acknowledges that execution of his AMENDMENT 3 shall in no way constitute a waiver by PMGAA or any other sums which may be due and owing to PMGAA or which may hereafter accrue.

IN WITNESS WHEREOF, the Parties have entered into this AMENDMENT 3 as of the date first set forth above.

FOR PMGAA:

**PHOENIX-MESA GATEWAY AIRPORT
AUTHORITY**, an Arizona joint powers
Authority

By: _____
Name: J. Brian O'Neill, A.A.E.
Executive Director/CEO

FOR CONCESSIONAIRE:

PARADIES LAGARDERE@AZA, LLC,
an Arizona limited liability company



By: _____
Name: Gregg S. Paradies
President & CEO



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

Board Action Item

Re: Resolution 24-47

To: Board of Directors
From: Lori Collins, Business Development Director
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Third Amendment to Terminal Concession Lease Agreement with Kind Hospitality Inc.
Date: August 20, 2024

Proposed Motion

To authorize a Third Amendment to the Terminal Concession Lease Agreement with Kind Hospitality Inc. to extend the initial Term of the Agreement by an additional five (5) years, from TEN (10) to FIFTEEN (15) years.

Narrative

The Phoenix-Mesa Gateway Airport Authority (PMGAA) strives to provide an effective and attractive Terminal Concessions Program that increases revenue and enhances the travel experience. Kind Hospitality Inc. ("Kind") is the concessionaire that operates all the food and beverage service locations within the Airport Terminal. The food and beverage concession program includes Panera Bread, Infusion Coffee and Tea Crafters, Macayo's Mexican Food and O.H.S.O. Brewery. The Kind Hospitality Inc. Terminal Concession Lease Agreement commenced on October 1, 2021 (the Date of Beneficial Occupancy), and will terminate TEN (10) years thereafter.

With the completion of the Gateway Tomorrow Eastside Terminal Planning Study, it became evident that PMGAA is not likely to be servicing airline passenger traffic out of the new terminal before the expiration of the current agreement term. Until the new terminal is planned for and designed, it is practical to extend the current concessions agreement for an additional five years and require a refurbishment investment to keep the concessions looking modern and fresh. This additional time benefits the Airport due to the uncertain timing of the eventual move to a new terminal campus and ensures a continued, exceptional customer experience. A new Master Concessionaire RFP will be issued when the new terminal is under construction.

Agreement Amendment

The Third Amendment to the Terminal Concession Lease Agreement (Amendment 3) will extend the initial Term of the Agreement from TEN (10) years to FIFTEEN (15) years and require the Concessionaire to make a second investment of Refurbishment Improvements. These Refurbishment Improvements will be made to update and improve the visual appeal and functioning of the premises during the Term. The first investment of Refurbishment Improvements shall be valued at no less than \$143,000 and shall be completed no later than September 30, 2026. The second investment of Refurbishment Improvements shall be valued at no less than \$165,000 and shall be completed no later than September 30, 2031.

Page 2 of 2: BAI - Third Amendment to Terminal Concession Lease Agreement with Kind Hospitality Inc.

Attachment(s)

Third Amendment to Terminal Concession Lease Agreement



RESOLUTION NO. 24-47

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

WHEREAS the Authority desires to authorize a Third Amendment to the Terminal Concession Lease Agreement with Kind Hospitality Inc. to extend the initial Term of the Agreement by an additional five (5) years, from TEN (10) to FIFTEEN (15) years;

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

The Board of Directors of the Authority hereby authorizes a Third Amendment to the Terminal Concession Lease Agreement with Kind Hospitality Inc. to extend the initial Term of the Agreement by an additional five (5) years, from TEN (10) to FIFTEEN (15) years. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



THIRD AMENDMENT TO TERMINAL CONCESSION LEASE AGREEMENT

This **THIRD AMENDMENT** to the **FOOD & BEVERAGE SERVICES TERMINAL CONCESSION LEASE AGREEMENT** (“**AMENDMENT 3**”) is executed to be effective as of the **FIRST (1ST)** day of _____ 2024 by and between the **PHOENIX-MESA GATEWAY AIRPORT AUTHORITY**, a joint powers airport authority authorized and existing under the laws of the State of Arizona, its successors and assigns (“**PMGAA**”), and **KIND HOSPITALITY, INC.**, a Delaware corporation registered to do business in the State of Arizona (“**Concessionaire**”). **PMGAA** and **Concessionaire** may be referred to jointly as “**Parties**,” and each separately as a “**Party**”. This **AMENDMENT 3** hereby amends that certain Terminal Concession Lease Agreement between **PMGAA** and **Concessionaire** dated and effective the **FIRST (1st)** day of **OCTOBER 2019** and subsequently amended on **January 1, 2020** and **October 1, 2020** (collectively, the “**Agreement**”), with respect to **Concessionaire’s** operation at the Airport Terminal at 6033 South Sossaman Road.

RECITALS

- A. **PMGAA** and **Concessionaire** desire to enter into this **AMENDMENT 3** in order to modify the **Agreement**.
- B. **PMGAA** and **Concessionaire** desire to extend the initial Term of the **Agreement** from **TEN (10)** years to **FIFTEEN (15)** years.
- C. **Concessionaire** desires to make a second investment of **Refurbishment Improvements**.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this **AMENDMENT 3** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Parties** agree as follows:

- 1. The provisions of **SECTION 2.1** are hereby deleted in their entirety and replaced with the following:
 - 2.1 Initial Term. The **Agreement** shall commence on the **Effective Date**. The **Term** shall commence on the **Date of Beneficial Occupancy** and terminate **FIFTEEN (15)** years thereafter (the “**Term**”), unless sooner terminated as provided herein. The **Date of Beneficial Occupancy** shall mean **October 1, 2021 (“DBO”)**.
- 2. The provisions of **SECTION 5.4** are hereby deleted in their entirety and replaced with the following:
 - 5.4 Requirements – Mid-Term Refurbishments. **Concessionaire** shall undertake refurbishment improvements to update and improve the visual appeal and functioning of the **Premises** (the “**Refurbishment Improvements**”) during the **Term**. **Concessionaire** shall obtain advance, written approval from **PMGAA** prior to execution, construction and/or permitting of the **Refurbishment**

Improvements. The first investment of Refurbishment Improvements shall be valued at no less than ONE HUNDRED FORTY-THREE THOUSAND and 00/100 DOLLARS (\$143,000.00) and shall be completed no later than September 30, 2026. The second investment of Refurbishment Improvements shall be valued at no less than ONE HUNDRED SIXTY-FIVE THOUSAND and 00/100 DOLLARS (\$165,000.00) and shall be completed no later than September 30, 2031. Notwithstanding anything to the contrary herein, Concessionaire shall have no obligation to make a second investment of Refurbishment Improvements if, on or before September 30, 2030, PMGAA gives notice of termination to Concessionaire pursuant to Section 13.4. Failure to complete said Refurbishment Improvements within such timeframes may subject Concessionaire to the payment of a late opening penalty equal to TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00) for each day of delay, which shall become due and payable to PMGAA, in addition to any other rent and fees due, within FIVE (5) business days of PMGAA's written request therefor. The actual completion of said Refurbishment Improvements shall be conducted in accordance with SECTION 5.3.2 herein, and Concessionaire shall validate its actual expenditures to PMGAA, in writing, within ONE HUNDRED TWENTY (120) calendar days of completion of said Refurbishment Improvements.

3. New SECTION 13.4 is hereby added with the following provisions:

13.4 PMGAA's Right of Termination for New Terminal. In addition to the rights set forth in Section 13.1, if PMGAA, in its sole discretion, anticipates closing the Terminal and opening a new airline passenger terminal on the east side of the Airport during the Term, PMGAA shall have the right to terminate this Agreement in its entirety upon not less than FIVE (5) years advance written notice to Concessionaire.

4. Concessionaire warrants and represents to PMGAA that: (i) all necessary actions have been taken to authorize the execution of this AMENDMENT 3 by Concessionaire; (ii) the persons who have executed this AMENDMENT 3 on behalf of Concessionaire are duly authorized to do so; and (iii) this AMENDMENT 3 constitutes a legal, valid and binding obligation of Concessionaire, enforceable against Concessionaire in accordance with its terms and the terms of the Agreement.
5. In all other respects the Food and Beverage Service Terminal Concession Lease Agreement shall remain unchanged and in full force and effect. The Agreement, as amended by this AMENDMENT 3 shall continue to be binding upon PMGAA and Concessionaire and their permitted successors and assigns.
6. All of the Recitals set forth above are incorporated into this AMENDMENT 3 by this reference.
7. Concessionaire recognizes and acknowledges that execution of this AMENDMENT 3 shall in no way constitute a waiver by PMGAA or any other sums which may be due and owing to PMGAA or which may hereafter accrue.

IN WITNESS WHEREOF, the Parties have entered into this AMENDMENT 3 as of the date first set forth above.

FOR PMGAA:


**PHOENIX-MESA GATEWAY AIRPORT
AUTHORITY**, an Arizona joint powers
Authority

By: _____

Name: J. Brian O'Neill, A.A.E.
Executive Director/CEO

FOR CONCESSIONAIRE:

KIND HOSPITALITY, INC.,
a Delaware corporation

By:  _____

Name: Nava Thuraisingam, CEO
Chief Executive Officer



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

Board Action Item

Re: Resolution 24-48

To: Board of Directors
From: Lori Collins, Business and Economic Development Director
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Third Amendment to Restaurant and Catering Concession Lease Agreement with Kind Hospitality Inc.
Date: August 20, 2024

Proposed Motion

To authorize a Third Amendment to the Restaurant and Catering Concession Lease Agreement with Kind Hospitality Inc. to extend the initial Term of the Agreement by an additional ten (10) years.

Narrative

Kind Hospitality Inc. (Kind) has occupied the restaurant location within the General Aviation Center located at 5803 S. Sossaman Road since 2016. More than \$500,000 in renovations were made to accommodate the Barrio Brewing Company. The initial term was ten (10) years, terminating in 2026, and included a three-year renewal option. In addition, Kind pays the Authority a Percentage Rent equal to ten percent (10%) of gross revenue earned on the premises.

The restaurant serves as an amenity to surrounding airport businesses as well as neighboring communities. Kind has agreed to make an additional \$150,000 investment in the space to enhance the restaurant's operations and to keep the premises fresh and relevant.

Agreement Amendment

The Third Amendment to the Restaurant and Catering Concession Lease Agreement (Amendment 3) will make the Term of the Agreement TWENTY (20) years and will require the Concessionaire to make a \$150,000 mid-term investment. These improvements, which will be completed no later than July 31, 2026, will update and improve the visual appeal and functioning of the premises during the Term.

Attachment(s)

Third Amendment to Restaurant and Catering Concession Lease Agreement



RESOLUTION NO. 24-48

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

WHEREAS the Authority desires to authorize a Third Amendment to the Restaurant and Catering Concession Lease Agreement with Kind Hospitality Inc. to extend the initial Term of the Agreement by an additional ten (10) years;

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

The Board of Directors of the Authority hereby authorizes a Third Amendment to the Restaurant and Catering Concession Lease Agreement with Kind Hospitality Inc. to extend the initial Term of the Agreement by an additional ten (10) years. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



THIRD AMENDMENT TO CONCESSION LEASE AGREEMENT
Restaurant & Catering Concession Lease Agreement

This THIRD AMENDMENT to the CONCESSION LEASE AGREEMENT (“AMENDMENT 3”) is executed to be effective as of the FIRST (1ST) day of _____ 2024 by and between the **PHOENIX-MESA GATEWAY AIRPORT AUTHORITY**, a joint powers airport authority authorized and existing under the laws of the State of Arizona, its successors and assigns (“PMGAA”), and **KIND HOSPITALITY, INC.**, a Delaware corporation registered to do business in the State of Arizona (“Concessionaire”). PMGAA and Concessionaire may be referred to jointly as “Parties,” and each separately as a “Party”. This AMENDMENT 3 hereby amends that certain Concession Lease Agreement between PMGAA and Concessionaire dated and effective the FIRST (1st) day of AUGUST 2016 and subsequently amended on January 30, 2017 and October 1, 2017 (collectively, the “Agreement”), with respect to Concessionaire’s operation at 5803 S. South Sossaman Road.

RECITALS

- A. PMGAA and Concessionaire desire to enter into this AMENDMENT 3 in order to modify the Agreement.
- B. PMGAA and Concessionaire desire to increase the Initial Term to TWENTY (20) years.
- C. PMGAA and Concessionaire desires to make an investment in Mid-Term Improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this AMENDMENT 3 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The provisions of SECTION 2.1 are hereby deleted in their entirety and replaced with the following:
 - 2.1 Initial Term. This Agreement shall commence on the Effective Date and terminate on the TWENTY (20) year anniversary of the Rent Commencement Date (the “Term”), unless sooner terminated as provided herein.
2. The provisions of SECTION 2.2 are hereby deleted in their entirety.
3. The previously reserved SECTION 5.4 is hereby replaced with the following:
 - 5.4 Requirements – Mid-Term Improvements. Concessionaire shall undertake improvements to update and improve the functioning and visual appeal of the Premises (the “Mid-Term Improvements”) during the Term. Concessionaire shall obtain advance, written approval from PMGAA prior to execution, construction and/or permitting of the Mid-Term Improvements. Such improvements shall be valued at no less than ONE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$150,000.00) and shall be completed no later than July 31, 2026. Failure to complete said Mid-Term Improvements within such timeframe may subject Concessionaire to the payment of a late opening penalty equal to TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00) for each day of delay, which shall become due and payable to PMGAA, in addition to any other rent and fees due, within FIVE (5) business days of PMGAA’s written request therefor. The actual completion of said Mid-Term Improvements shall be conducted in accordance with SECTION 5.3.2 herein, and

Concessionaire shall validate its actual expenditures to PMGAA, in writing, within ONE HUNDRED TWENTY (120) calendar days of completion of said Mid-Term Improvements.

4. Concessionaire warrants and represents to PMGAA that: (i) all necessary actions have been taken to authorize the execution of this AMENDMENT 3 by Concessionaire; (ii) the persons who have executed this AMENDMENT 3 on behalf of Concessionaire are duly authorized to do so; and (iii) this AMENDMENT 3 constitutes a legal, valid and binding obligation of Concessionaire, enforceable against Concessionaire in accordance with its terms and the terms of the Agreement.
5. In all other respects the Concession Lease Agreement shall remain unchanged and in full force and effect. The Agreement, as amended by this AMENDMENT 3 shall continue to be binding upon PMGAA and Concessionaire and their permitted successors and assigns.
6. All of the Recitals set forth above are incorporated into this AMENDMENT 3 by this reference.
7. Concessionaire recognizes and acknowledges that execution of this AMENDMENT 3 shall in no way constitute a waiver by PMGAA or any other sums which may be due and owing to PMGAA or which may hereafter accrue.

IN WITNESS WHEREOF, the Parties have entered into this AMENDMENT 3 as of the date first set forth above.

FOR PMGAA:


**PHOENIX-MESA GATEWAY AIRPORT
AUTHORITY**, an Arizona joint powers
Authority

By: _____

Name: J. Brian O'Neill, A.A.E.
Executive Director/CEO

FOR CONCESSIONAIRE:

KIND HOSPITALITY, INC.,
a Delaware corporation

By:  _____

Name: Nava Thuraisingam, CEO
Chief Executive Officer



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

Board Action Item

Re: Resolution 24-49

To: Board of Directors
From: Scott Brownlee, Deputy Director/COO
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: FBO Consulting Services
Date: August 20, 2024

Proposed Motion

To authorize an agreement for FBO Consulting Services with Airside FBO, LLC and BA Group Consulting, LLC (“Airside FBO/BA Group”) in an amount not to exceed \$83,500.

Narrative

A vast majority of commercial service airports nationwide provide fixed base operator (FBO) services – fueling and corporate aircraft ground handling – through a private company or companies. For a variety of reasons, Phoenix-Mesa Gateway Airport Authority (PMGAA) is the sole provider of FBO services at Phoenix-Mesa Gateway Airport (Airport, Gateway Airport) using staff from its Gateway Aviation Services Department.

As the Airport continues to grow and change, PMGAA wants to ensure that providing FBO services with PMGAA staff is the best operational and financial business decision.

Therefore, PMGAA is contracting with a knowledgeable and experienced FBO consultant to thoroughly evaluate its Gateway Aviation Service Department and make specific recommendations about its current and future operation.

PMGAA issued a Request for Qualifications for FBO Consulting Services, Solicitation 2024-006-RFQ, on December 19, 2023. The notice was advertised in the Arizona Business Gazette on 12/21, 12/28/23 and 1/4, and 1/11/24; it was also posted on AzAA, ACC, ACI-NA, SWAAAE, and PMGAA websites. Nine prospective respondents also received copies of the solicitation by direct email. PMGAA received Statements of Qualifications (SOQs) from two firms.

ABS Aviation Consultancy, Inc., dba Airport Business Solutions
Airside FBO, LLC and BA Group Consulting, LLC (a joint response)

Upon review of the Statements of Qualifications received and the established criteria, the Evaluation Panel selected Airside FBO/BA Group as the firm that best satisfied the requirements, based on relevant firm experience, team qualifications, technical approach, and past performance.

Fiscal Impact

Using FY25 Operating Contingency Budget.

Attachment(s): Professional Services Agreement



RESOLUTION NO. 24-49

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

WHEREAS the Authority desires to authorize an agreement for FBO Consulting Services with Airside FBO, LLC and BA Group Consulting, LLC (“Airside FBO/BA Group”) in an amount not to exceed \$83,500;

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

The Board of Directors of the Authority hereby authorizes an agreement for FBO Consulting Services with Airside FBO, LLC and BA Group Consulting, LLC (“Airside FBO/BA Group”) in an amount not to exceed \$83,500. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of August, 2024.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



PHOENIX-MESA GATEWAY AIRPORT AUTHORITY

AND

**AIRSIDE FBO, LLC and
BA GROUP CONSULTING, LLC**

FOR

FBO CONSULTING SERVICES

CONTRACT NUMBER 20250004

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Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona (“PMGAA”) desires performance of the services more fully described in this **Contract Number 20250004** (“Contract”) and the attached exhibits. Airside FBO, LLC a Missouri Limited Liability Company and BA Group Consulting, LLC, a Colorado Limited Liability Company, (“Consultants”), desires to perform these services.

Recitals

- A. PMGAA requires the services as described in this Contract, including any and all exhibits and amendments, and Consultants are willing to provide these and other services under this Contract; and
- B. PMGAA desires to contract with Consultants to provide services as noted herein.

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

SECTION I – CONSULTANT SERVICES

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

The anticipated services to be provided by Consultants under this Contract shall generally include, but not be limited to, the following: FBO Consulting Services, as more specifically described in the detailed scope of services attached as **EXHIBIT A**, “Scope of Services & Fee Schedule.”

PMGAA’s authorized representative shall be the PMGAA Deputy Director, or his/her duly authorized representative, and that he/she shall be the sole contact for administering this Contract.

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

SECTION II – PMGAA RESPONSIBILITIES

PMGAA shall furnish Consultants, at no cost to Consultants, the following information or services for this Contract:

- A. Access to copies of readily available maps, records, as-built drawings, benchmarks or other data pertinent to work assignments affiliated with this Contract. This does not, however, relieve Consultants of the responsibility of searching records for additional information, for requesting specific information or for verification of that information provided. PMGAA does not warrant the accuracy or comprehensiveness of any information or documents provided to Consultants.
- B. In PMGAA’s discretion and upon Consultants’ reasonable request, access to staff for consultation with Consultants during the performance of this contract in order to identify the problems, needs, and other functional aspects of the work.
- C. Prompt review of and feedback on Consultants’ deliverables. PMGAA will advise Consultants concerning progress of PMGAA’s review of the work, as needed.

SECTION III - PERIOD OF SERVICE

Consultants shall complete all work in accordance with the provisions of this Contract as amended.

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

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

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

SECTION IV – KEY PERSONNEL

The Consultants themselves shall provide all services to be performed under this Contract. If Sub-Consultants are required by Consultants to perform any services listed under this contract, Consultants shall notify PMGAA prior to authorizing work by said Sub-Consultants. PMGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.

SECTION V - PAYMENTS TO THE CONSULTANTS

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

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

PMGAA does not guarantee any minimum or maximum fee during the Term of this Contract, and Consultants, in executing this Contract, shall not anticipate or require any minimum or maximum fee.

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

SECTION VI - ALTERATION IN SCOPE OF SERVICES

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

SECTION VII - WORK ASSIGNMENT COMPLETION

If, during the Term of this Contract, situations arise which prevent work completion within the allotted time, PMGAA may grant an appropriate time extension.

SECTION VIII - OWNERSHIP OF DOCUMENTS

Any documents, including all electronic copies thereof, prepared under or as a result of this Contract, shall be the property of PMGAA. To the extent necessary to effectuate such ownership, Consultants hereby assign all right, title and interests to such documents to PMGAA. Consultants shall execute any separate contracts or documents, if any, which may be necessary to implement the terms of this Section.

All of Consultants' documents prepared under this Contract, including electronic files, are instruments of service. All of these documents become the property of PMGAA upon completion of the services and payment in full to Consultants. PMGAA may reuse or modify the documents, as it deems necessary, without Consultants' prior written authorization. PMGAA shall indemnify and hold harmless Consultants, its officers, directors, employees and subconsultants (collectively, the "Consultants") against any and all damages, liabilities or costs arising from PMGAA's modification of documents produced by Consultants under this Contract unless Consultants authorize the modification in writing.

SECTION IX - COMPLIANCE WITH LAWS

Consultants shall comply with all federal, state and local laws, local ordinances and regulations throughout the Term.

Consultants' signature on this Contract certifies compliance with the provisions of the I-9 requirements of the *Immigration Reform and Control Act of 1986* for all personnel that Consultants and any subconsultants employ to complete any work assignment.

PMGAA shall administer this Contract in accordance with PMGAA's Procurement Policy.

SECTION X - GENERAL CONSIDERATIONS

- A. The failure of either party to enforce any of the provisions of this Contract or require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of the provisions, nor shall it affect the validity of this Contract or the right of either party to enforce each and every provision.
- B. The fact that PMGAA has accepted or approved Consultants' work shall in no way relieve Consultants of responsibility for the work under this Contract.
- C. This Contract shall be governed by the laws of the state of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract, or any provision thereof, shall be instituted only in the courts of the state of Arizona.
- D. All exhibits to this Contract and any amendments to the Contract are incorporated into it.

SECTION XI - NO KICK-BACK CERTIFICATION

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

For breach or violation of this warranty, PMGAA may annul this Contract without liability.

SECTION XII – SUSPENSION OF SERVICES

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

SECTION XIII – TIMES OF PAYMENTS

Each Consultant shall submit invoices monthly for services each has actually completed. PMGAA shall review, certify, and approve or reject each invoice in whole or in part. PMGAA shall pay each approved invoice within 30 calendar days of the date that PMGAA approves the invoice.

SECTION XIV – TIMELY REVIEW

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

SECTION XV – DISPUTE RESOLUTION

All disputes between PMGAA and Consultants arising out of or relating to this Contract will be subject to the Dispute Resolution provisions as set forth in **EXHIBIT D**, "PMGAA Standard Terms and Conditions", attached hereto and incorporated herein by reference.

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

SECTION XVI - LIABILITY OF CONSULTANTS

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

SECTION XVII - LAWS AND REGULATIONS

All federal, state, and local laws and regulations that relate to Consultants' services apply to Consultants' performance of this Contract throughout. These laws and regulations are deemed included in this Contract the same as though written out in full, especially the current applicable Federal Aviation Administration (FAA) rules and regulations associated with airport projects; pertinent Airport engineering standards; and local rules, regulations, and industry standards.

SECTION XVIII – ARCHAEOLOGICAL RESOURCE PROTECTION

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

SECTION XIX INSURANCE REQUIREMENTS

- A. Consultants shall each procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultants, its agents, representatives, or employees.
- B. All insurance policies required by this Contract, except *Workers Compensation* and *Professional Liability*, shall name PMGAA, its agents, representatives, officers, directors, officials and employees as Additional Insured.
- C. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
 - i. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultants' profession, with limit no less than \$1,000,000 aggregate.
 - ii. Workers' Compensation: Statutory Limits as required by the state of Arizona, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- D. If the Consultants maintain higher limits than the minimums shown above, PMGAA requires and shall be entitled to coverage for the higher limits maintained by the Consultants. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PMGAA.
- E. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:
 - i. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to PMGAA.
 - ii. Waiver of Subrogation: Consultants waive any right to subrogation. Consultants shall obtain an endorsement necessary to affect this waiver of subrogation from the insurer for all lines of coverage required by this Contract, except *Workers Compensation* and *Professional Liability*, for claims arising out of the Consultants' work or service.
 - iii. Primary Coverage: For all claims related to this Contract, all of Consultants' insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by PMGAA, its officers, officials, employees, or volunteers will be in excess of Consultants' insurance and will not contribute with it.
 - iv. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by PMGAA. PMGAA may require the Consultants to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - v. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, VII, unless otherwise acceptable to PMGAA.

- vi. Claims Made Policies: No Claims Made policies (other than Professional Liability) will be accepted. For policies that provide claims-made coverage:
 - a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultants must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- vii. Verification of Coverage: Consultants shall furnish PMGAA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PMGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultants’ obligation to provide the required insurance. PMGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- viii. Subcontractors: Consultants shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultants shall ensure that PMGAA is an additional insured on insurance required from subcontractors.
- ix. Special Risks or Circumstances: PMGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

SECTION XX NOTICES

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

TO PMGAA: Phoenix-Mesa Gateway Airport Authority
Attn: Deputy Director
5835 South Sossaman Road
Mesa, Arizona 85212

TO CONSULTANTS: Airside FBO LLC
Attn: Kyle Eiserer
4651 NW Tuscan Ridge
Riverside, MO 64150

AND

BA Group Consulting, LLC
Attn: Iver Retrum
9085 E. Mineral Cir, Suite 305
Centennial, CO 80112

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

[Signatures on next page]

Executed as of the Effective Date.

CONSULTANT
AIRSIDE FBO, LLC, a Missouri Limited
Liability Company

By: *Kyle Eisner*
Name: Kyle Eisner
Title: President
Date: July 28, 2024

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

By: _____
Name: J. Brian O'Neill, A.A.E.
Title: Executive Director/CEO
Date: _____

CONSULTANT
BA GROUP CONSULTING, LLC, a Colorado
Limited Liability Company

By: _____
Name: _____
Title: _____
Date: _____

Executed as of the Effective Date.

CONSULTANT
AIRSIDE FBO, LLC, a Missouri Limited
Liability Company

By: _____
Name: _____
Title: _____
Date: _____

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

By: _____
Name: J. Brian O'Neill, A.A.E.
Title: Executive Director/CEO
Date: _____

CONSULTANT
BA GROUP CONSULTING, LLC, a Colorado
Limited Liability Company


By:  _____
Name: **Iver Retrum**
Title: **CEO / Manager**
Date: **7/30/24**

EXHIBIT A – SCOPE OF SERVICES & FEE SCHEDULE

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

For the services provided herein, PMGAA agrees to pay Consultants a total combined not to exceed amount of \$83,500.00. This fee includes all costs associated with the project, including but not limited to, labor, materials, overhead, and travel expenses.

The fee schedule for this project is based on the following tasks and deliverables.

Task 1: Business Assessment	\$32,500
Task 2: Development of an FBO Business Plan	\$22,000
Task 3: FBO Management Alternatives Assessment	\$29,000

FBO Consulting Services

Provided by Airside FBO, LLC

July 25, 2024

Task 1: Business Assessment

Scope of Services

Airside FBO proposes to provide the following scope of services:

The FBO Business Assessment will include a multi-phased review of operations, safety, personnel, facilities, equipment, marketing, financial performance, customer satisfaction and other key factors that influence the success of FBO performance. Each component will receive an extensive review and ultimately our team will summarize the results. Stakeholders will receive a well-organized report paired with detailed findings. Reports will provide comparisons to other successful FBO's of similar size and in the region.

Work Plan

Airside FBO will create a SharePoint site for collaboration with all stakeholders for document sharing and project management tracking to ensure the scope of work remains on-track using the following methodology:

- **Electronic Kick-off Meeting:** all stakeholders will attend a virtual meeting to discuss the process, timeline, shared documents, and expectations for the successful completion of the tasks.
- **Documents & Project Management:** Airside FBO will provide the Airport with an extensive list of requested documents for review. We request that the Airport upload required items to a secure SharePoint site.
- **Initial Site Visit:** Airside FBO will schedule a 2-day site visit with the Airport to conduct the initial onsite review. Airside FBO will utilize a digital auditing tool with over 250 topics, each broken into eight categories, with the ability to add photos, upload documents, add notes, and provide ratings. Categories include business performance, prices, personnel, training & safety, facility & equipment, fuel storage & inspections, environmental, marketing, customer service, and observations of the business workflow.
- **Customer Outreach:** Key customers from a broad range of categories (transient, based, Military, commercial) will be asked to participate in a survey, sent electronically by Airside FBO, and results will be collected & summarized. 3rd party review sites & local observations will also be utilized.

- **Review:** Our team will facilitate an extensive review of the documents provided by the Airport. In addition, our team leverages data from 3rd party sources to review activity levels and capture performance rates. Key metrics of financial performance, operational efficiencies, personnel, and customer performance will be utilized and benchmarked against similar sized FBO's.
- **Second Site Visit:** Our team will conduct a second site visit, 1-2 days, to review outstanding questions, capture additional material, review current processes, and other items to assist with the completion of a successful review.
- **Deliverables:** Airside FBO will provide stakeholders with a summary outlining key findings paired with supporting materials including assessment details, customer reviews, financial reviews, metrics, equipment reviews, and other required items.
- **Onsite Review:** Our team believes that an onsite summary & review of the deliverables is the most effective method to review results of the assessment, answer questions, and discuss next steps, ultimately transitioning to Task 2.

Contact: Scott Brownlee will be the single point of contact throughout the project to help capture and respond to questions and ensure documents are provided in a timely manner.

Task 2: Development of an FBO Business Plan

Scope of Services

Airside FBO proposes to provide the following scope of services:

The Airport will receive an extensive Business Plan and financial analysis which utilizes the results of the FBO Business Assessment, discussions with Airport stakeholders, market research, consideration of new vendors, evaluation of historic & forecasted aviation trends, current customers, and new business segments. The Business Plan will include a timeline and action items across a wide array of categories from personnel and training to equipment, revised pricing strategies and marketing outreach. New vendor support and possible capital expenditures will also be incorporated into the documents.

Work Plan

Airside FBO will develop the Business Plan based upon the results of the assessment and pair it with our market research; however, we also need stakeholders from the Airport to provide input on key items (identified after the assessment) to guide discussions related to investment capital, Airport goals, and other considerations. The plan development will include:

- **Market Research:** Airside FBO will conduct extensive research of the local & regional market reviewing pricing, hangar demand, prospective customers, flight trends, digital & marketing trends, customer preferences, and other key factors.

- **Onsite Market Review & Discussion** – Airside FBO will formulate several high-level considerations and then facilitate an onsite review with the Airport outlining possible business opportunities. It is important for Airside FBO, based upon the research, to understand the Airport’s appetite for certain business initiatives, which may include hangar development, pivots in business strategy and other considerations. These decisions will become clear after the assessment & market research; however, extensive capital may be required.
- **Business Plan Development:** Airside FBO will develop an extensive Business Plan to grow and enhance operational performance of the FBO based upon discussions with the Airport and Airside FBO. The business plan will leverage strengths of the Airport, location, and local/regional needs.
- **Deliverables:** Our team will provide stakeholders with the Business Plan and supporting materials. The plan will include action items, timelines, personnel adjustments, facility & equipment considerations, pricing considerations, vendors, proforma budgets, considerations for business metrics, service enhancements, digital tool recommendations, marketing suggestions, and outreach efforts.
- **Onsite Review:** Airside FBO will facilitate an onsite meeting to review the Business Plan, methodology, answer questions, and discuss next steps.

Exclusions – Task 2 does not include detailed site plans or hangar development information. Further, the Business Plan does not include support for actual deployment of recommendations. These items will be an add-on if requested by the Airport.

Task 3: FBO Management Alternatives Assessment

Scope of Services

Airside FBO & Business Aviation Group Consulting (BA Consulting) proposes to provide the following scope of services:

The FBO Options Analysis will identify the potential options that exist with regard to the future planning, development, operation, management, and finances of the Airport’s FBO and outline the advantages and disadvantages of the options from an airport sponsor and customer perspective. Airside FBO & BA Consulting will discuss each of the options and the common advantages and disadvantages of each option during the initial site visit.

Airside FBO will evaluate two options (selected by the client for further study) from an operational, managerial, and financial perspective. Upon completion of the evaluation process, Airside FBO & BA Consulting will make a recommendation as to which of the two options (selected by the client for further study) is most consistent with a best industry

practices approach considering the circumstances that exist at the Airport and in the market. This information will be conveyed in a written summary report.

Work Plan

Airside FBO & BA Consulting will identify the potential options for future development, operation, and management of the FBO at the Airport. Airside FBO anticipates the potential options will include an FBO Lease Agreement, Sponsor Operated FBO (the current situation), and FBO Management Agreement, as follows:

- **FBO Lease Agreement** – a private entity would operate the FBO under a lease agreement with the Airport. The private entity under the lease agreement would own the FBO, and the entity’s employees would operate and manage all aspects of the FBO utilizing the entity’s assets (i.e., facilities, vehicles, and equipment) and resources from the land and/or improvements leased from the Airport.
- **Sponsor Operated FBO (Current Situation)** – the Airport would operate the FBO. The Airport would own the FBO, and Airport employees would operate and manage all aspects of the FBO utilizing the Airport’s assets (i.e., facilities, vehicles, and equipment) and resources.
- **FBO Management Agreement** – a private entity would operate and manage all aspects of the FBO under a management agreement with the Airport, as owner of the FBO, using the Airport’s FBO assets (i.e., facilities, vehicles, and equipment).

The **financial** analysis will be conducted for two selected options, to include projected revenue to the airport from the FBO assuming privatization is selected as an option. To achieve this objective, Airside FBO & BA Consulting will utilize the historical, current, and projected activity indicators (e.g., aircraft operations, based aircraft, and fuel volumes) for the Airport, the historical operational, management, and financial information gathered during the FBO Business Assessment, the Airport’s Primary Management and Compliance Documents (as applicable), and the Airport’s Master Plan/Airport Layout Plan.

Based on the financially feasible options, Airside FBO & BA Consulting will conduct an **operational** and **managerial** analysis from an airport sponsor and customer perspective.

- From the Airport’s perspective, the analysis will encompass (1) FBO control and responsibility, (2) FBO financial contribution, (3) FBO capital requirements, (4) FBO risk/liability (exposure), (5) FBO administration, and (6) the potential opportunity for complementary products, services, and/or facilities to be provided at the Airport.
- From a customer perspective, the analysis will encompass (1) FBO products, services, and facilities, (2) FBO pricing, (3) FBO vehicles, equipment, and facilities, (4) FBO personnel, (5) FBO customer service, and (6) the potential for competition.
- Recommendation of whether to continue to operate the FBO or to privatize the FBO function.

EXHIBIT B - COMPENSATION

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

1. Fees to be Specified in Contract

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

2. Method of Payment

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

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

3. Consultants Responsibilities for Compensation

Each Consultant shall prepare separate monthly invoices and/or progress reports for the work completed by them, in accordance with terms specified in the Contract. Progress reports will clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices for payment shall be for work completed unless otherwise agreed to by PMGAA. Invoices/progress reports for payment for services subject to funding by the FAA and/or ADOT shall include the documentation requirements of the FAA and/or ADOT, which are outlined in the *Airport Improvement Program (AIP) Handbook* dated September 30, 2014, or most current version.

4. PMGAA Responsibilities for Compensation

PMGAA agrees to pay Consultants' invoices for payment within 30 calendar days after the invoice is approved. PMGAA may withhold payment on any invoice if it believes that Consultants have not performed the work in a satisfactory manner. If PMGAA withholds payment to Consultants, PMGAA shall promptly notify Consultants and explain the reasons for the decision to withhold payment.

Upon approval of submitted invoices/progress reports, PMGAA shall pay each invoice/progress report to the consultant that submitted the invoice/progress report.

5. Billing Address

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

Accounts Payable: ap@gatewayairport.com

EXHIBIT C - SPECIAL PROVISIONS

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

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

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

2. Civil Rights Act of 1964, Title VI – Assurance

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English

proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

Title VI Compliance With Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

4. Project Security

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

- a. Secured Area Access – All Consultants’ personnel who require unescorted access to the secured area of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete the Security Badge Application and Security Badge Authorization forms.
- b. Employee Security Badges – If deemed necessary by PMGAA Consultants and/or subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display an Airport security badge. Consultants shall submit a Security Badge Application form to the PMGAA security office for each employee requiring unescorted access, along with the current fee for each badge. Badge fees are identified on the current *Airport Fees, Services and Rental Rates* available via the Airport website at www.gatewayairport.com and are subject to change.
 - i. All fees must be paid to PMGAA by cash or check.
 - ii. Airport Security Badge Application forms and instructions are available via the Airport website at www.gatewayairport.com.
 - iii. An authorized representative of Consultants must also obtain and submit a Security Media Authorization form, which is to be submitted to the PMGAA badging office. The Security Media Authorization form and instructions are available via the Airport website at www.gatewayairport.com.
 - iv. A training class on aviation security must be successfully completed before individuals are issued a badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take two hours per person.
 - v. Additional information, including a “Frequently Asked Questions” is available via the Airport website at www.gatewayairport.com or by contacting the PMGAA Badging Office at (480) 988-7522. The Badging Office is located at 5803 S. Sossaman Road, Mesa AZ 85212.
 - vi. Consultants shall immediately notify the PMGAA Badging Office of any Consultant personnel whose employment status has changed.
 - vii. Consultants shall retrieve all security badges and keys and return them to the PMGAA Badging Office. A fee, as indicated on the most current *Airport Rates and Charges Schedule*, will be charged for each badge that is damaged, lost or not returned.
 - viii. The PMGAA Badging Office will require a completed Security Badge Application from each Consultants’ employee so certified by Consultants as requiring such before a Security Badge is issued.
 - ix. Under certain circumstances and out of control of PMGAA, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.
 - x. At all times, aircraft shall have the right-of-way over all vehicle traffic.
- c. Fines – Due to both the safety and security precautions necessary at the Airport, any failure of the Consultants to adhere to prescribed Airport requirements/regulations has consequences that may jeopardize the health, welfare and lives of Airport customers and employees, as well as the Consultants’ own employees. Therefore, if Consultants are found to be in non-compliance with any security, airfield badging/licensing and airfield safety requirement, a Notice of Violations (NOV) may be issued. A current listing of fines is available by contacting the PMGAA Badging Office.

5. Standard Terms & Conditions

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

6. Federal and State Guidelines and Regulations

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

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

7. Right to Contract With Other Firms

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

8. Independent Contractor Status

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

EXHIBIT D – PMGAA STANDARD TERMS & CONDITIONS

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

2. **Termination of Contract.**
 - a. Termination for cause. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Consultants to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons. PMGAA shall, at all times during the term of the Contract or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Contract.
 - (1) Consultants have provided personnel that do not meet the requirements of the Contract.
 - (2) Consultants have failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
 - (3) Consultants have attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
 - (4) Consultants have failed to furnish the required service(s) and/or product(s) within the time stipulated in the Contract or associated Authorization of Services.
 - (5) Consultants have failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Consultants fails to give PMGAA adequate assurance the Consultants will perform the Contract in full and on time.
 - (6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Consultants regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
 - b. Termination for convenience. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives fourteen (14) calendar days' advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA's convenience and with fourteen (14) days' written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date.
 - c. Upon termination of the Contract, the Consultants must deliver to PMGAA 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.

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

canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Consultants the amount of the gratuity.

11. **Applicable Law.** Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Consultants under an RFP, IFB or RFQ. The Contract contains the entire agreement between PMGAA and Consultants. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Consultants.
14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.
16. **Protection of Government Property.** Consultants shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultants damage PMGAA's property in any way, Consultants shall immediately report such damage to PMGAA and repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Consultants fail or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Consultants under the Contract.
17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
18. **Subcontracts.** Consultants shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Consultants of its acceptance or rejection within forty-five (45) days or written request by Consultants. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Consultants referred to herein. Consultants are responsible for Contract performance whether subcontractors are used.
19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party's existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Consultants' services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.
20. **Warranties.** Consultants warrant that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any

inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Consultants or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.

21. **Indemnification.** To the fullest extent permitted by law, Consultants shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Consultants’ acts, errors, omissions, or mistakes relating to Consultants’ services under this Contract.
22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
23. **Advertising.** Consultants shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
24. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA’s expense, inspect the place of Consultants’ or any of Consultants’ subcontractor’s business, which is related to the performance of this Contract or related subcontract.
25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party (“Required Act”), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (“Force Majeure Event”), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Consultants to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.
26. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Consultants’ risk and may be returned to Consultants. If so returned, all costs are the responsibility of Consultants. Noncompliance shall conform to the cancellation clause set forth in this Contract.
27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Consultants or any other person except with prior written permission by PMGAA.
28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.

29. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Consultants shall provide a formal release of all liens.
30. **Licenses.** Consultants shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Consultants as applicable to this Contract.
31. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.
32. **Clean Up.** Consultants shall at all times keep Contract performance areas, including storage areas used by the Consultants, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Consultants shall leave the work and premises in clean, neat, and workmanlike condition.
33. **Patents.** Consultants shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Consultants under this Contract.
34. **Records and Audit Rights.** Consultants' and all of its approved subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Consultants and subcontractor employees that work on the Contract (all the foregoing collectively referred to as "Records"), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Consultants' and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Consultants and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Consultants under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Consultants and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Consultants or subcontractors reasonable advance notice of intended audits. Consultants shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.
35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Consultants and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Consultants' or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Consultants' and any of Consultants' subcontractor's employee who works on this Contract to ensure the Consultants are complying with this paragraph.

EXHIBIT E – CONSULTANTS’ RFQ SUBMITTAL

Consultants’ Statement of Qualifications, dated April 1, 2024, in response to Phoenix-Mesa Gateway Airport Authority’s Solicitation 2024-006-RFQ is hereby incorporated herein and made part of this Contract.



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

Management Information Report

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: June 2024 Financials
Date: August 20, 2024

Attached is the monthly Financials Report for June 2024.

Phoenix-Mesa Gateway Airport Authority
AIRPORT - All Operations P&L
June, 2024

PRELIMINARY

	Month of June 2024				Y-T-D as of June 2024			
	June FY23 Actual	June FY24 Actual	YOY Variance	B/(W)	YTD FY23 Actual	YTD FY24 Actual	Y-T-D Variance	B/(W)
Aeronautical Operating Revenues								
Aircraft Parking	21,841	36,719	14,877	68%	290,927	385,681	94,754	33%
Fuel Flowage Fees	59,225	63,612	4,387	7%	654,118	635,061	(19,057)	-3%
Landing Fees	134,388	144,744	10,356	8%	1,449,905	1,624,059	174,154	12%
Lease Income Aero	281,840	320,993	39,153	14%	3,233,354	4,076,662	843,308	26%
Fuel Sales	414,217	642,430	228,213	55%	7,304,272	7,761,831	457,559	6%
Services Sold - Aero	619,924	602,394	(17,530)	-3%	5,929,722	5,856,795	(72,927)	-1%
Sub-total Aero Operating Revenues	1,531,435	1,810,892	279,457	18%	18,862,297	20,340,089	1,477,791	8%
Non-Aeronautical Operating Revenues								
Concessions	121,016	130,949	9,933	8%	1,481,006	1,424,638	(56,368)	-4%
Lease Income Non-Aero	136,077	109,938	(26,139)	-19%	1,357,811	1,322,035	(35,776)	-3%
Parking	468,548	548,870	80,322	17%	4,648,800	5,088,368	439,568	9%
Rental Car Fees	161,795	196,369	34,574	21%	3,058,465	3,024,669	(33,796)	-1%
SvcS Sold - Non Aero	3,220	2,096	(1,124)	-35%	173,114	199,633	26,519	15%
Sub-total Non-Aero Operating Revenues	890,656	988,222	97,566	11%	10,719,196	11,059,344	340,146	3%
Total Operating Revenues	2,422,091	2,799,114	377,023	16%	29,581,493	31,399,432	1,817,937	6%
Operating Expenses								
Cost of Goods Sold	338,069	415,186	(77,118)	-23%	5,131,232	5,343,774	(212,542)	-4%
Personnel	982,662	1,320,660	(337,998)	-34%	10,249,475	11,201,016	(951,541)	-9%
Comm & Utilities	90,636	103,181	(12,544)	-14%	933,711	1,078,116	(144,405)	-15%
Contractual Services	544,581	627,564	(82,983)	-15%	6,229,748	6,799,423	(569,675)	-9%
Insurance	53,553	52,215	1,339	2%	658,116	638,960	19,156	3%
Other	219,843	184,795	35,048	16%	497,251	459,239	38,012	8%
Repair & Maintenance	165,237	113,112	52,125	32%	1,052,285	889,688	162,597	15%
Supplies & Materials	94,433	92,795	1,638	2%	938,405	863,484	74,921	8%
Air Service Incentives [2,000,000]	-	-	-	0%	-	-	-	0%
Operating Contingency [2,812,142]	-	-	-	0%	-	-	-	0%
Total Operating Expenses	2,489,014	2,909,508	(420,493)	-17%	25,690,223	27,273,700	(1,583,476)	-6%
Operating Income (Loss) Before Depreciation	(66,923)	(110,394)	(43,469)	-65.0%	3,891,271	4,125,732	234,462	6%
	-2.8%	-3.9%			13.2%	13.1%		



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

Management Information Report

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: J. Brian O’Neill, A.A.E., Executive Director/CEO
Re: Solicitation Notification
Date: August 20, 2024

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

Active/Pending Solicitations

Type Solicitation	Number	Title	Anticipated Contract Award (Board Action)
Request for Qualifications	2024-006-RFQ	FBO Consulting Services	August 2024
Request for Proposals	2024-015-RFP	Common Use Passenger Processing System (CUPPS)	August 2024
Invitation for Bid	2024-018-IFB	New Airport Entry Monument	August 2024
Request for Qualifications	2025-001-RFQ	CMAR for In-Line Baggage Improvements	October 2024

Future Solicitations

Type Solicitation	Number	Title	Scheduled for Release	Anticipated Contract Award (Board Action)
Request for Proposals	2025-002-RFP	7,000 Gallon Aircraft Refueler	August 2024	October 2024
Request for Qualifications	2025-003-RFQ	South Apron Aeronautical Redevelopment	September 2024	February 2025

Equipment Disposals

Fiscal year totals from sales of decommissioned / nonworking equipment total \$700.00

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



Phoenix-Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
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Management Information Report

To: Board of Directors
From: Bob Draper, Engineering and Facilities Director
Through: Chuck Odom, Chief Financial Officer
J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: Center Runway 12C/30C Asphalt Mill & Replacement, Lighting & Signage Upgrade – Increased Costs
Date: August 20, 2024

On May 21, 2024, the Board approved a contract for Construction Services for the Asphalt Mill & Replacement, Lighting & Signage Upgrade of the Center Runway 12C/30C Reconstruction Project with Combs Construction Company, Inc., Resolution #24-21, in an amount not to exceed \$3,756,592 under CIP1243. The total construction budget for the project is \$3,817,922.00. Since the project has been underway, Airport staff has issued one change order against the contract:

Change order #1:	reduction	\$ 145,958.00
Reduction of effective tax rate due to Military Reuse Zone transaction privilege tax (sales tax) credits.		

Due to unforeseen asphalt conditions of the runway, It is necessary for Airport staff to issue a second change order:

Change order #2:	addition	\$1,015,593.16
Upon completion of milling the runway down 2 inches per plan, it was discovered the previous Airforce runway asphalt surface course had been exposed (in localized areas) due to delamination of a subsequent overlay (done approximately in 1996). The remaining portions of the previous overlay (left after the milling process) are crumbling and raveling. The preferred course of action is to repair the runway correctly by removing the remaining crumbling/failing overlay and replace it with new asphalt. This cost includes; milling the rest of the failing overlay, additional asphalt required to meet pre-project grades, and additional mobilization and contractor staffing costs.		

Total Revised Construction Services Amount	\$4,626,227.16
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This project is funded utilizing FAA, ADOT and PMGAA Matching Grant Funds. For the above change order #2, the FAA anticipates funding \$152,338.97 and ADOT anticipates funding \$40,623.72. PMGAA will utilize PFC funds in the future to recover the balance.

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