



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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Mesa Gateway Airport Authority and to the public that the Mesa Gateway Airport Authority will hold a meeting open to the public on **Tuesday, February 17, 2026 beginning at 9:00 a.m.** in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Mesa Gateway Airport Authority may attend either in person or by audioconference. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03 (A)(3)&(4).

The agenda for the meeting is as follows:

- 1. Call to Order** (Lt. Governor Regina Antone, Chair)  
*Members of the Mesa Gateway Airport Authority will attend either in person or via videoconference.*
- 2. Pledge of Allegiance**
- 3. Executive Director's Report** - J. Brian O'Neill, A.A.E., Executive Director/CEO
- 4. Consent Agenda**
  - a) **Minutes** of the Board Meeting held on **January 20, 2026.**
  - b) **Resolution No. 26-05** – Authorizing an Amendment of the **FY26 Capital Budget** to include \$250,000 for a Vertipad Design and Construction Project, contingent upon being selected for the State's proposal of the pilot program and pending receipt of the State funds specifically allocated for Advanced Air Mobility within Arizona.
  - c) **Resolution No. 26-06** – Authorizing a reimbursement to the **City of Mesa** of \$83,158.90 for providing the Salt River Project Power Distribution access to the Gateway East Development. The Mesa Gateway Airport Authority and the City of Mesa entered into an Intergovernmental Agreement on August 10, 2022 for Gateway East Infrastructure.
  - d) **Resolution No. 26-07** – Authorizing an Amendment of the **FY26 Capital Budget** to provide the capacity in funding for the Construction of the Taxiway G Realignment / Reconstruction – Phase 1 Project, in the amount of \$14,200,000, contingent upon receipt of grant funding from the Federal Aviation Administration and the Arizona Department of Transportation.
  - e) **Resolution No. 26-08** – Authorizing a Construction Manager at Risk Pre-Construction Services Contract with **Pulice Construction, Inc.** for the Taxiway G Realignment / Reconstruction – Phase 1 Project in an amount not to exceed \$55,680.25, pending FAA and ADOT approval.
- 5. Board Member Comments/Announcements**
- 6. 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.*

**7. Next Meeting: Tuesday, March 17, 2026 at 9:00 a.m.**

**8. 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](mailto:mrjohnson@gatewayairport.com). Requests should be made as early as possible to allow time to arrange the accommodation.*



- Mesa Gateway Airport Surpasses Two Million Passengers for First Time in 2025
- Allegiant’s Three New Nonstop Destinations Start this Month
- Allegiant Acquiring Sun Country Airlines for \$1.5 Billion
- Runway 12R-30L Reconstruction (Phase II) Ready for New Concrete
- Several Exciting New Projects Getting Underway in 2026
- Queen Creek Mayor Julia Wheatley Rejoins MGAA Board of Directors
- FAA Deputy Associate Administrator Sypniewski Visits Mesa Gateway Airport

## Executive Director’s Report February 2026

CALENDAR YEAR OPERATIONAL PERFORMANCE METRICS (2024 and 2025) <span style="color: red;">■</span> New Record			
Operational Metric	2024	2025	% Change
<b>Total Commercial Passengers</b>	1,886,526	2,036,218	8%
<b>Total Aircraft Operations</b>	309,191	304,874	-1%
<b>Aircraft Landing Fee Revenue</b>	\$1,737,612	\$2,092,590	20%
<b>Terminal Tenant Lease Revenue</b>	\$182,867	\$184,742	1%
<b>Airline Terminal Use Fee Revenue</b>	\$305,800	\$341,400	12%
<b>Gallons of Aviation Fuel Delivered</b>	18,231,418	21,550,596	18%
<b>Operating Revenue</b>	\$32,678,404	\$40,161,161	23%
<b>Terminal Concession Revenue</b>	\$1,477,507	\$1,548,126	5%
<b>Facility/Land Lease Revenue</b>	\$5,085,048	\$5,972,963	17%
<b>Ground Transportation Revenue</b>	\$255,526	\$357,860	40%
<b>Car Rental Revenue</b>	\$3,216,626	\$3,527,603	10%
<b>Vehicle Parking Revenue</b>	\$5,013,835	\$5,333,404	6%
<b>Net Operating Income</b>	\$4,000,973	\$6,451,872	61%
<b>Fuel Sales</b>	\$8,602,286	\$13,238,830	54%

**New Operational Performance Records Set in 2025**

## Financial Snapshot

OPERATING INCOME	December		Month Variance	FYTD Comparison		FYTD Variance
	2024	2025		FY25	FY26	
Revenues	\$2,890,550	\$3,936,487	\$1,045,937	\$16,020,313	\$20,345,005	\$4,324,692
Less Expenses	\$2,790,914	\$3,607,600	\$816,686	\$14,223,410	\$17,644,369	\$3,420,959
<b>Operating Income (Before Depreciation)</b>	\$99,636	<b>\$328,887</b>	\$229,251	\$1,796,903	<b>\$2,700,636</b>	\$903,733

**Investment Fund Balances:** As of December, the Local Governmental Investment Pool (LGIP) 700 = \$3,844,591; Wells Fargo; Collateralized Money Market = \$7,134,090 and Commercial/Paper Brokered CD's = \$64,053,875; Total \$75,032,556. MGAA invests in fixed rate instruments.

## Finance and Accounting

Mesa Gateway Airport Authority (MGAA) is reporting a new net operating income record for the month of December of \$328,887. Fiscal-year-to-date 2026 (FYTD26) net operating income was \$2,700,636, an increase of \$903,733 compared to the same period last fiscal year.

December 2025 aeronautical revenues increased by 58% and non-aeronautical revenues increased by 1% on a year-over-year monthly comparison. Most aeronautical revenue categories reported increases, however fuel sales and services sold increased by 108% and 35% respectively.

Operating expenditures for December 2025 increased by 29% and totaled \$3,607,600. This increase was due to increased MGAA employee salaries, increased contracted services, and increased fuel-related expenses.

## Calendar Year 2025 MGAA Financial Highlights

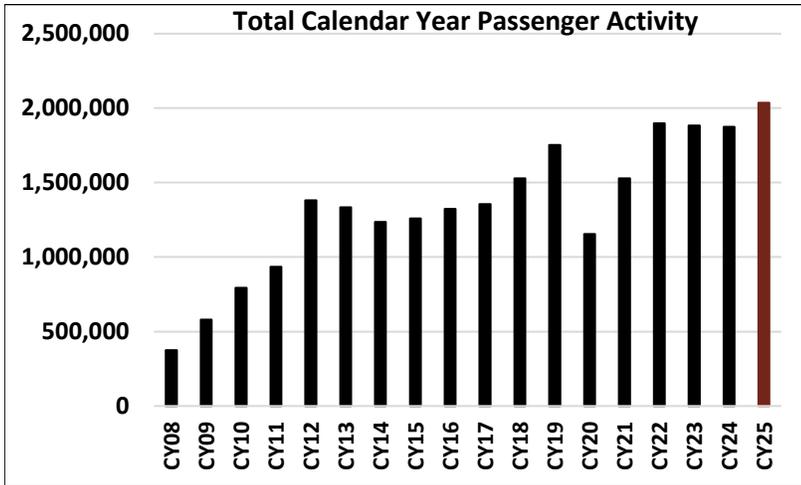
- **Aircraft Landing Fee Revenue Increased 20%**
  - **Net Operating Revenue Increased 23%**
  - **Facility/Land Lease Revenue Increased 17%**
- **Ground Transportation Revenue Increased 40%**
  - **Net Operating Income Increased 61%**
  - **Aviation Fuel Sales Increased 54%**

### Active/Pending Solicitations

TYPE OF SOLICITATION	Number	Title	Anticipated Contract Award
Invitation for Bid	2026-003-IFB	Baggage Tractor	February 2026
Request for Qualifications	2026-005-RFQ	CMAR for Taxiway Golf Reconstruction	February 2026

## Airport Operations

### Mesa Gateway Airport Surpasses Two Million Passengers for First Time in 2025



*Record Passenger Activity in Calendar Year 2025*

Mesa Gateway Airport (Airport, Gateway Airport) surpassed two million total passengers for the first time ever in Calendar Year 2025. The Airport welcomed 2,036,218 air travelers through its doors, as more and more sun-seeking visitors and area residents discovered the convenience, ease, and value of flying out of Gateway Airport – the *Just Plane Easy* Phoenix Alternative. These record-breaking airline passengers spent hundreds of millions of dollars on ground transportation, lodging, food & beverage, entertainment, retail purchases, and outdoor

activities during their greater Phoenix stay in 2025. Allegiant is adding three new destinations in February, so MGAA expects passenger activity growth trends to continue throughout 2026.

### Allegiant Adding Three New Nonstop Destinations in February

- **Orange County, CA Starts on February 12<sup>th</sup>**

Orange County, CA, is a premier destination known for its 42 miles of iconic coastline, year-round mild weather, and world-famous attractions like Disneyland and Knott's Berry Farm. It offers a mix of luxury shopping, coastal charm in cities like Laguna Beach, whale watching in Newport Harbor, and many family-friendly activities.

- **La Crosse, WI Starts on February 6<sup>th</sup>**

La Crosse, WI, is a top Midwest destination offering a perfect blend of scenic Mississippi River views, dramatic bluff-top hiking, and a vibrant, walkable downtown. Visitors go for outdoor adventures like kayaking and biking, renowned festivals such as Oktoberfest, local breweries, and historic charm.

- **Bloomington-Normal, IL Starts on Feb. 13<sup>th</sup>**

Bloomington-Normal, IL, is a vibrant, centrally located Midwestern hub ideal for visiting universities and colleges, exploring historic Route 66, and enjoying a diverse cultural scene with 20+ art galleries, 200+ restaurants, and 63 parks.



For more information visit [www.allegiant.com](http://www.allegiant.com).

## Allegiant Acquiring Sun Country Airlines for \$1.5 Billion



*Two Airlines will Soon Become One*

Gateway Airport’s two airlines are becoming one! Allegiant is acquiring Sun Country Airlines for \$1.5 Billion. It’s too early in the process to know exactly how the joining of two high quality ultra-low-cost airlines will impact Gateway Airport. However, MGAA staff see this as a real opportunity to add new destinations, increase frequency to popular destinations, and perhaps in the future, add international service. Stay tuned for merger updates as they become available.

PASSENGERS AND AIR CARGO		December		% Change	FYTD		% Change
		2024	2025		FY25	FY26	
Passengers	<b>TOTAL</b>	196,249	197,534	1%	897,184	927,055	3%
	<b>Deplaned</b>	99,838	100,808	1%	458,509	474,482	3%
	<b>Enplaned</b>	96,411	96,726	0%	438,675	452,573	3%
<b>Allegiant</b>		190,254	192,619	1%	879,058	908,540	3%
<b>Sun Country</b>		5,995	4,915	-18%	18,126	18,515	2%
<b>Air Cargo (lbs.)</b>		47,178	635,830	1,248%	404,138	6,331,594	1,467%

## Engineering, Planning, and Facilities

### Runway 12R-30L Reconstruction (Phase II) Ready for New Concrete

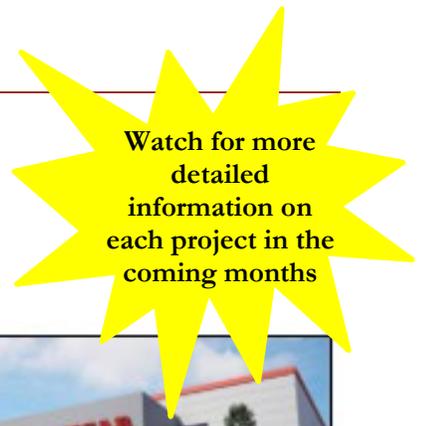
Gateway Airport has an impressive airfield with three 10,000-foot runways and miles of connecting taxiways. The Airport works closely with its partners at the FAA and ADOT to maintain and improve aging airfield infrastructure and maximize safety and efficiency.

For the past two years, MGAA has been busy reconstructing and modernizing a majority of Runway 12R-30L, the Airport’s 10,400-foot primary runway. The \$45+MM project is being completed in two phases. Phase I, the southern end, was completed in 2025, and Phase II, the northern end, will be finished this October.



*Runway 12R-30L Ready for New Concrete*

PROJECT UPDATE...The old 1940’s era concrete at the north end of the runway has been removed, crushed, and has been recycled as the new runway’s sub-base. The soil has been stabilized through lime treatments, and final grading is complete. All that remains is placing 36,500 cubic yards of concrete, installing airfield lighting, and finishing pavement markings.



## Business Development

Several Exciting New Projects are Getting Underway in 2026



1. FlightSafety International
2. AmpliFLY Hangar
3. Wyndham Hotel
4. Springhill Suites by Marriott Hotel

5. Gateway East Retail Buildings
6. TSA Checked Baggage Inspection Facility
7. Cold Beers & Cheeseburgers Near Gate 5
8. Dunkin' Near Gate 4

## Gateway Aviation Services

Gateway Aviation Services, the MGAA owned and operated Fixed Base Operator (FBO), pumped 2,132,376 gallons of aviation fuel during the month of December 2025, a 13% increase compared to last December. FYTD26, Gateway Aviation Services has pumped a total of 9,849,587 gallons, an 11% increase over the same time period last fiscal year.

FUEL (Gallons)	December			FYTD		
	2024	2025	% Change	FY25	FY26	% Change
AvGas	42,987	45,938	7%	292,167	296,303	1%
Retail Jet A	107,692	336,116	240%	518,494	1,549,107	199%
Contract	156,540	205,115	31%	1,386,391	1,214,570	-12%
Commercial	1,545,053	1,470,296	-5%	6,545,436	6,451,028	-1%
Cargo	37,289	44,911	20%	105,713	338,579	220%
<b>TOTAL</b>	<b>1,889,561</b>	<b>2,132,376</b>	<b>13%</b>	<b>8,848,201</b>	<b>9,849,587</b>	<b>11%</b>

### MGAA TEAM MEMBER SPOTLIGHT

**Employee Name:** Steven Whetten  
**Employee Title:** Airfield Electrical and Critical Systems Supervisor  
**MGAA Department:** Operations, Security, and Maintenance  
**Years with MGAA:** 6+



**What are your job responsibilities for MGAA?** I am responsible for performing skilled work in the maintenance, repair, and installation of airfield lighting systems, communication systems, and some airport navigational aids with strict compliance to Federal Aviation Administration (FAA) regulations and recommendations. I get to work in the tallest structures and the deepest structures on our airfield.

**What is your most memorable Gateway Airport moment?** My most memorable moment at Gateway Airport has to be the swap over from the old tower to the new, all the planning and preparation became a reality through many trips up and down stairs/in and out of elevators. I'm incredibly lucky to be able to get the hands-on knowledge throughout that extremely rare experience.

**What is something people may not know about you?** Although most of my life at this point has been spent doing electrical work at airports, water treatment plants, and mines from Arizona to Oklahoma I love growing tropical trees and trying my hand in gardening. I currently not only have my obligatory orange and pecan trees but also Rainbow Eucalyptus, Star Fruit and White Sapote.

*“The true meaning of life is to plant trees, under whose shade you do not expect to sit.”*

Nelson Henderson

## Community Noise Report

CALLERS	December		FYTD	
	2024	2025	FY25	FY26
<b>Total</b>	8	12	60	59

AIRCRAFT TYPE	December		FYTD	
	2024	2025	FY25	FY26
	Callers	Callers	Callers	Callers
<b>Commercial</b>	5	10	29	37
<b>GA Total</b>	3	1	14	18
<b>Helicopter</b>	0	1	17	3
<b>Military</b>	0	0	0	1
<b>Total</b>	8	12	60	59

LOCATION	December		FYTD	
	2024	2025	FY25	FY26
<b>Mesa</b>	2	4	13	23
<b>Gilbert</b>	2	5	29	14
<b>Gold Canyon</b>	0	0	0	3
<b>Queen Creek</b>	1	3	15	17
<b>Queen Valley</b>	1	0	2	0
<b>Apache Junction</b>	1	0	0	0
<b>San Tan Valley</b>	1	0	1	2
<b>Florence</b>	0	0	0	0
<b>TOTAL</b>	8	12	60	59

MGAA received communications from a total of 12 individuals regarding aircraft noise issues during the month of December 2025, compared to eight individuals last December.

## Communications and Government Relations

### Queen Creek Mayor Julia Wheatley Rejoins MGAA Board of Directors



*Mayor Julia Wheatley*

Welcome back Mayor Wheatley! The Town of Queen Creek is very fortunate to have elected officials that can, when called upon, fill in and hit the ground running. Last year, Mayor Wheatley temporarily stepped away from her duties on the MGAA Board of Directors due to scheduling challenges, and Council Member Jeff Brown replaced her as Queen Creek’s representative on the MGAA Board. Council Member Brown did a great job filling in as the Queen Creek representative. Thank you, Council Member Brown, for a job very well done!

### FAA Deputy Associate Administrator Sypniewski Visits Mesa Gateway

MGAA is fortunate to have very good working relationships with its partners at the FAA. Mesa Gateway Airport receives strong support and guidance from FAA leadership at the national, regional, and local levels. The Airport could not safely and efficiently maintain its facilities and airfield infrastructure without the FAA’s financial assistance.

FAA Deputy Associate Administrator Jessica Sypniewski visited Gateway Airport during a recent trip to the Phoenix area. MGAA staff were honored to tour her around the Airport, thank her for all of the projects the FAA has helped fund, and show her the impressive amount of private development currently underway on and around Gateway Airport’s airfield.



*Dep. Associate Administrator Sypniewski*



**MINUTES OF THE PUBLIC MEETING OF THE  
MESA GATEWAY AIRPORT AUTHORITY  
BOARD OF DIRECTORS | January 20, 2026**

A public meeting of the Mesa Gateway Airport Authority (MGAA, Authority) was convened on Tuesday, January 20, 2026, beginning at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona.

**Members Present**

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

**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

*\* Neither present nor represented*

**1. Call to Order** at 9:02 a.m. (Lt. Governor Regina Antone, Chair)

**2. Pledge of Allegiance**

**3. Motion to convene into Executive Session**

a) Pursuant to A.R.S. § 38-431-03 (A)(1), the Board of Directors may convene into executive session for the purpose of discussion and consideration regarding the Executive Director/CEO's annual review.

**Mayor Julia Wheatley moved to convene into Executive Session.  
Mayor Mark Freeman seconded the motion.  
The motion was carried unanimously.**

**4. Motion to reconvene from Executive Session to Regular Session (9:59 a.m.)**

**Mayor Scott Anderson moved to reconvene the MGAA Board of Directors meeting.  
Mayor Julia Wheatley seconded the motion.  
The motion was carried unanimously.**

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

Executive Director O'Neill provided a briefing on MGAA financial performance, passenger activity, the community noise report, and various Airport projects.

- Carmen Parks was introduced to the Board. She was recently hired as the Director of Engineering and Facilities for MGAA. She has an extensive employment background with multiple engineering firms and served as the State Airport Engineer for Arizona Department of Transportation.
- November 2025 Net Operating Income is \$618,221 compared to \$273,098 in November 2024.
- Fiscal Year-to-Date 2026 (FYTD) Net Operating Income is \$2,373,394 compared to \$1,697,076 FYTD25.
- Mesa Gateway Airport (Airport, Gateway Airport) welcomed 169,859 commercial passengers during November 2025. This is a new November record compared to the 155,126 passengers during November of last year.
- FYTD26 commercial passengers' activity is 729,521 compared to 700,953 in FYTD25.

- MGAA Briefs
  - Record-setting passenger activity occurred for Calendar Year 2025 with Gateway Airport welcoming 2,036,218 commercial passengers. Calendar Year 2025 also set a record with the Airport pumping 21,550,596 gallons of fuel.
  - In 2025 Gateway Airport saw 304,874 total flight operations. General Aviation was the bulk of it with 287,119 operations, while 15,344 were commercial operations and 2,411 were military.
  - Starting February 2026, Allegiant will begin services from Gateway Airport to three new nonstop destinations: Orange County, CA (SNA), La Crosse, WI (LSE) and Bloomington-Normal, IL (BMI).
  - Allegiant and Sun Country Airlines announced plans to merge and form a larger, more competitive low-cost airline.
- MGAA Private Development
  - The following private development projects will be underway in 2026.
    - FlightSafety International will begin development of their new 100,000 sq. ft. Learning Center at Mesa Gateway Airport.
    - AmpliFLY Mesa Gateway is designing and building a corporate hangar facility exceeding 125,000 square feet. This significant facility is planned for a 9.6-acre aeronautical redevelopment site at the south end of the Airport.
    - SkyBridge Arizona is planning to develop a 127-room dual-brand Wyndham Hotel along South Sossaman Road. The new hotel will have an extended stay option for longer-term guests and an option for guests looking for one or more nights.
    - Gateway East Springhill Suites by Marriott will be underway in 2026. This is a five-story, 129-room hotel with a restaurant, fitness facility, and conference rooms.
    - Development will begin in Gateway East for 17,000 SF of commercial retail building space at the intersection of Ellsworth and Gateway Boulevard.
    - Macayo's Mexican Food restaurant will be replaced with Cold Beers & Cheeseburgers in the terminal near Gate Five.
    - Dunkin' will be the newest concession opening in the terminal near Gate Four.
- MGAA Project Updates
  - Reconstruction of the northern half of Runway 12R-30L (Phase II) began in October 2025 and is on schedule to be completed later in 2026. This important infrastructure project totals approximately \$45MM. Thanks to continued strong support from the FAA, the substantial reconstruction of Runway 12R-30L will be completed within a two-year time frame. Phase I began in October 2024 and was completed in May 2025.
  - The Taxiway Golf Realignment Project will correct existing pavement issues and non-standard geometry. Construction is contingent on grant funding and this important airfield improvement project is scheduled for completion over the next two years.
  - A new Transportation Security Administration (TSA) Checked Baggage Inspection System installation is currently underway to replace two older explosive detection machines that can only clear 200 checked bags an hour with machines capable of clearing 750 bags an hour. This additional capacity will be necessary as the Airport continues to grow. The Authority and the TSA are sharing the \$46MM project cost.
  - The 200 covered parking spaces located within the Ray Road Economy Lot have experienced tremendous growth in popularity. To meet increasing demand, and to continue to bolster the customer experience, the Authority will be constructing an additional 200 covered parking spaces.

## 6. Consent Agenda

- a) **Minutes** of the Board Meeting held on **December 16, 2025**.

- b) **Resolution No. 26-01** – Approving an eleventh amendment to the **Executive Director’s** employment agreement effective October 1, 2025.
- c) **Resolution No. 26-02** – Authorizing an **FY26 budget increase** for Fuel Cost of Goods Sold (COGS) for the additional purchase of Jet A fuel and 100LL Avgas from Ascent Aviation Group, Inc. in the amount of \$6,200,000.
- d) **Resolution No. 26-03** – Authorizing the purchase of Jet A fuel and 100LL Avgas from **Ascent Aviation Group, Inc.** for Airport Authority resale in the amount of \$6,200,000.
- e) **Resolution No. 26-04** – Authorizing a contract with **Aviatrix Communications LLC** for Website Redesign Services, Website Hosting, and Support and Maintenance Services, in an amount not to exceed \$189,000 for the first year of the contract. Contract years two through five shall be limited to website hosting and ongoing support and maintenance services only, with price adjustments to Aviatrix Communications LLC’s professional service fees considered annually, not to exceed five percent (5%), provided such adjustments are submitted in writing prior to the contract anniversary date. Third-party software, licensing, or platform costs, which are not controlled by Aviatrix Communications LLC, may be adjusted based on documented market or vendor increases and shall not exceed such increases. The estimated cost for contract year two for website hosting, ongoing support, and maintenance services is \$34,717.47. The contract shall have an initial term of three (3) years with two (2) additional one (1)-year options to renew, exercisable at the sole discretion of MGAA.

**Mayor Chip Wilson moved to approve the Consent Agenda.**  
**Mayor Julia Wheatley seconded the motion.**  
**The motion was carried unanimously.**

**7. Board Member Comments/Announcements**

None.

**8. Call to the Public**

None.

**9. Next Meeting: Tuesday, February 17, 2026** at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona. Members of the Mesa Gateway Airport Authority may attend either in person or by audioconference.

**10. Adjournment.**

The meeting adjourned at 10:12 a.m.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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Misty Johnson, Clerk of the Board



Mesa Gateway Airport Authority  
5835 S Sossaman Road  
Mesa, Arizona 85212-6014  
[www.gatewayairport.com](http://www.gatewayairport.com)

## Board Action Item

Re: Resolution 26-05

**To:** Board of Directors  
**From:** Scott Brownlee, Deputy Director/COO  
**Through:** J. Brian O'Neill, A.A.E., Executive Director/CEO  
**Subject:** FY26 Capital Budget Amendment – Vertipad Design and Construction Project  
CIP1336  
**Date:** February 17, 2026

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### Proposed Motion

To authorize an Amendment of the FY26 Capital Budget to include \$250,000 for a Vertipad Design and Construction Project, contingent upon being selected for the State's proposal of the pilot program and pending receipt of the State funds specifically allocated for Advanced Air Mobility within Arizona.

### Narrative

Mesa Gateway Airport is being considered as part of the State of Arizona's submission for the FAA's eVTOL Integration Pilot Program (eIPP). The goal of the program is to accelerate the deployment of safe and lawful eVTOL and other advanced air mobility (AAM) aircraft operations in the US. The program was initiated in response to Executive Order 14307, *Unleashing American Drone Dominance*, dated June 6, 2025 which is intended to accelerate the safe commercialization of unmanned aircraft system (UAS) technologies and fully integrate UAS into the National Airspace System (NAS).

On October 31, 2025 MGAA submitted a letter to the UAS and Emerging Technologies Branch within the FAA to express strong support for Arizona's proposal for the eIPP. This project allows Gateway Airport to stay prepared and ahead of the curve of this evolving and emerging technology that will potentially be a key part of the future of the aviation industry. Additionally, the State of Arizona has shown the desire to be a national leader in the UAS market and has already invested \$2 million to develop a Statewide Plan to meet the needs of the AAM industry.

MGAA's Airport Master Plan incorporates provisions for AAM and eVTOL operations, including potential Vertipad siting, electrification, and multimodal connectivity, and this project would be the first step for the Airport to show its commitment to this future development.

A stipulation of being an eligible site for the program is an agreement from the airport to have an available/operable Vertipad or Vertipad within 90 days of the notification, with notification expected in early March 2026. Design and construction of the Vertipad will be in compliance with FAA standards.

### Fiscal Impact

Requesting that these funds, for the design and construction of the Vertipad Project, be added and included in the FY26 Capital Budget under CIP1336. MGAA is investigating the opportunity to receive State funds specifically allocated for AAM within Arizona.



**RESOLUTION NO. 26-05**

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

WHEREAS the Authority desires to authorize an Amendment of the FY26 Capital Budget to include \$250,000 for a Vertipad Design and Construction Project, contingent upon being selected for the State’s proposal of the pilot program and pending receipt of the State funds specifically allocated for Advanced Air Mobility within Arizona;

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

**The Board of Directors of the Authority hereby authorizes an Amendment of the FY26 Capital Budget to include \$250,000 for a Vertipad Design and Construction Project, contingent upon the being selected for the State’s proposal of the pilot program and pending receipt of the State funds specifically allocated for Advanced Air Mobility within Arizona. 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 17<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Misty Johnson, Clerk of the Board

\_\_\_\_\_  
Jill Casson Owen, Attorney



Mesa Gateway Airport Authority  
5835 S Sossaman Road  
Mesa, Arizona 85212-6014  
[www.gatewayairport.com](http://www.gatewayairport.com)

## Board Action Item

Re: Resolution 26-06

**To:** Board of Directors  
**From:** Scott Brownlee, Deputy Director/COO  
**Through:** J. Brian O'Neill, A.A.E., Executive Director/CEO  
**Subject:** BAI – Reimbursement for Salt River Project - Power for Gateway East Development  
**Date:** February 17, 2026

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### Proposed Motion

To authorize a reimbursement to the City of Mesa of \$83,158.90 for providing the Salt River Project Power Distribution access to the Gateway East Development. The Mesa Gateway Airport Authority and the City of Mesa entered into an Intergovernmental Agreement on August 10, 2022 for Gateway East Infrastructure.

### Narrative

The Mesa Gateway Airport Authority (MGAA) and the City of Mesa (City) have a shared interest in the development of vacant airport property adjacent to the intersection of Ellsworth Road and Williams Field Road. The City and MGAA coordinated plans for the design and construction of necessary roadway and utility infrastructure within this undeveloped portion of the airport property adjacent to the Gulfstream location.

The construction of Aviation Way, Gateway Blvd, and the associated utilities, included a temporary power solution, known as a Shoo-fly, to provide power to Gulfstream. The City worked with SRP to design the conduit and then engaged the services of Sundt Construction to install the conduit that provided the temporary power. The City and MGAA agreed to a 50/50 split of the costs for this project, which totaled \$166,317.80.

### Fiscal Impact

MGAA is using FY26 Operating Contingency budget to fund this reimbursement to the city of Mesa for the SRP Shoo-fly construction.

**Attachment(s):** COM Invoice and supporting documentation



**RESOLUTION NO. 26-06**

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

WHEREAS the Authority desires to authorize a reimbursement to the City of Mesa of \$83,158.90 for providing the Salt River Project Power Distribution access to the Gateway East Development. The Mesa Gateway Airport Authority and the City of Mesa entered into an Intergovernmental Agreement on August 10, 2022 for Gateway East Infrastructure;

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 reimbursement to the City of Mesa of \$83,158.90 for providing the Salt River Project Power Distribution access to the Gateway East Development. The Mesa Gateway Airport Authority and the City of Mesa entered into an Intergovernmental Agreement on August 10, 2022 for Gateway East Infrastructure. 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 17<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Misty Johnson, Clerk of the Board

\_\_\_\_\_  
Jill Casson Owen, Attorney



P.O. Box 1466 Mesa, AZ. 85211-1466  
 Phone No. (480) 644-2233

Remit To: City of Mesa  
 PO Box 1466  
 Mesa, AZ. 85211-1466

Bill To: Phoenix Mesa Gateway Airport Authority  
 Attn: Accounts Payable  
 5835 S Sossaman Rd  
 Mesa, AZ 85212

Invoice Date
10/13/2025

Invoice Number
F165: 260000001588

Account Number
Invoi:VC0000447432

Due Date:
11/12/2025

Amount Due
\$83,158.90

-----  
 Please Detach The Above Stub and Return with Your Remittance Payable to: "City of Mesa"

Bill To: Phoenix Mesa Gateway Airport Authority  
 Attn: Accounts Payable  
 5835 S Sossaman Rd  
 Mesa, AZ 85212

Invoice Date
10/13/2025

Invoice Number
F165: 260000001588

Account Number
Invoi:VC0000447432

Invoice Description:

Phoenix Mesa Gateway Airport Authority costs for Shoo-fly split 50/50 with City of Mesa  SRP Invoice                                 \$75,000.00 Change Order                                \$8,158.90	Due Date
	11/12/2025
	Amount Due
	\$83,158.90



BETH HUNING  
 ENGINEERING DEPARTMENT  
 MESA CITY OF  
 20 E MAIN ST  
 STE 500  
 MESA AZ 85201-7425  
 USA

<b>Due Date:</b>	04/02/2024
<b>Invoice Date:</b>	01/03/2024
<b>Invoice Number:</b>	6000113115
<b>Customer Number:</b>	100447
<b>Net Amount Due:</b>	\$ 150,000.00
<b>Service Address:</b>	CITY OF MESA ELLSWORTH RD & WILLIAMSFIELD MESA AZ 85212-2445 USA

For Questions Contact: SRPCONTRACT@SRPNET.COM

Services - Maint/Reprs/Install  
 Special Instruction: DSGN AND CONST CONT / Temporary Overhead shoo-fly from E. Pecos to Legacy  
 Invoice Reference: T3523139.EV

Item	Material	Description	Qty	Price/Per Unit	UOM	Amount
10	CIAC-TEMP SRVC		1	\$ 150,000.00	EA	\$ 150,000.00
Subtotal						\$ 150,000.00
State Tax						\$ 0.00
County Tax						\$ 0.00
City Tax						\$ 0.00
Freight						\$ 0.00
<b>Total Due</b>						<b>\$ 150,000.00</b>

TEAR OFF BELOW PORTION AND RETURN WITH CHECK TO Salt River Project

Please send checks to:

Salt River Project  
 PO Box 2953  
 Phoenix, AZ 85062-2953

Please send Wires/ACH to:

ACH ABA#122100024  
 Wire ABA#021000021  
 Account#000005688

Invoice Number: 6000113115  
 Customer Number: 100447  
 Net Amount Paid: \$



Mesa Gateway Airport Authority  
5835 S Sossaman Road  
Mesa, Arizona 85212-6014  
[www.gatewayairport.com](http://www.gatewayairport.com)

## Board Action Item

Re: Resolution 26-07

**To:** Board of Directors  
**From:** Carmen Parks, P.E., Engineering & Facilities Director  
**Through:** Scott Brownlee, Deputy Director/COO  
J. Brian O'Neill, A.A.E., Executive Director/CEO  
**Subject:** FY26 Capital Budget Amendment – Taxiway G Realignment / Reconstruction – Phase I Project - CIP 1092  
**Date:** February 17, 2026

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### Proposed Motion

To authorize an Amendment of the FY26 Capital Budget to provide the capacity in funding for the Construction of the Taxiway G Realignment / Reconstruction – Phase 1 Project, in the amount of \$14,200,000, contingent upon receipt of grant funding from the Federal Aviation Administration and the Arizona Department of Transportation.

### Narrative

The existing Taxiway G alignment, at the Mesa Gateway Airport (MGAA), consists of a 150-foot wide taxiway that connects the north end of each of the Airport's three Runways (12L, 12C, and 12R) with deteriorating concrete pavement and non-standard acute angles. The Pavement Condition Index (PCI) for most of the taxiway is poor, ranging from a PCI of 25 to 55, and the configuration does not meet current Federal Aviation Administration (FAA) Airport Design standards. The current acute angle entries at the runway ends provide poor pilot visibility resulting in an environment where a pilot can easily lose situational awareness.

The Taxiway G Realignment / Reconstruction – Phase 1 Project will construct a portion of a new concrete paved taxiway in accordance with FAA geometric requirements including new Taxiway B1 located on the west side of RW 12R south of existing Taxiway G as well as new pavement for Taxiway G and Taxiway G1 on the east side of RW 12R. This will result in 3 new 90-degree entrances to RW 12R. which will be consistent with the latest revision of the Airport's ALP.

### Fiscal Impact

Requesting that these funds, for the Construction of the Taxiway G Realignment / Reconstruction – Phase 1 Project, be added and included in the FY26 Capital Budget under CIP 1092. MGAA anticipates receiving reimbursement in the future from FAA and ADOT Grants.

### Attachment(s)

None



**RESOLUTION NO. 26-07**

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

WHEREAS the Authority desires to authorize an Amendment of the FY26 Capital Budget to provide the capacity in funding for the Construction of the Taxiway G Realignment / Reconstruction – Phase 1 Project, in the amount of \$14,200,000, contingent upon receipt of grant funding from the Federal Aviation Administration and the Arizona Department of Transportation;

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

**The Board of Directors of the Authority hereby authorizes an Amendment of the FY26 Capital Budget to provide the capacity in funding for the Construction of the Taxiway G Realignment / Reconstruction – Phase 1 Project, in the amount of \$14,200,000, contingent upon receipt of grant funding from the Federal Aviation Administration and the Arizona Department of Transportation. 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 17<sup>th</sup> day of February, 2026.

---

Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

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Misty Johnson, Clerk of the Board

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Jill Casson Owen, Attorney



Mesa Gateway Airport Authority  
5835 S Sossaman Road  
Mesa, Arizona 85212-6014  
[www.gatewayairport.com](http://www.gatewayairport.com)

## Board Action Item

Re: Resolution 26-08

**To:** Board of Directors  
**From:** Carmen Parks, P.E., Engineering & Facilities Director  
**Through:** Scott Brownlee, Deputy Director/COO  
J. Brian O'Neill, A.A.E., Executive Director/CEO  
**Subject:** Taxiway G Realignment / Reconstruction – Phase 1 Project – Construction Manager at Risk Pre-Construction Services Contract – Pulice Construction, Inc. - CIP 1092  
**Date:** February 17, 2026

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### Proposed Motion

To authorize a Construction Manager at Risk Pre-Construction Services Contract with Pulice Construction, Inc. for the Taxiway G Realignment / Reconstruction – Phase 1 Project in an amount not to exceed \$55,680.25, pending FAA and ADOT approval.

### Narrative

The existing Taxiway G alignment, at the Mesa Gateway Airport (MGAA), consists of a 150-foot wide taxiway that connects the north end of each of the Airport's three Runways (12L, 12C, and 12R) with deteriorating concrete pavement and non-standard acute angles. The Pavement Condition Index (PCI) for most of the taxiway is poor, ranging from a PCI of 25 to 55, and the configuration does not meet current Federal Aviation Administration (FAA) Airport Design standards. The current acute angle entries at the runway ends provide poor pilot visibility resulting in an environment where a pilot can easily lose situational awareness.

The Taxiway G Realignment / Reconstruction – Phase 1 Project will construct a portion of a new concrete paved taxiway in accordance with FAA geometric requirements including new Taxiway B1 located on the west side of RW 12R south of existing Taxiway G as well as new pavement for Taxiway G and Taxiway G1 on the east side of RW 12R. This will result in 3 new 90-degree entrances to RW 12R which will be consistent with the latest revision of the Airport's ALP.

The Notice of Request for Qualifications (RFQ), Solicitation 2026-005-RFQ was issued on December 3, 2025, and advertised in the Arizona Business Gazette on 12/4, 12/11, 12/18, 12/25, and 1/1/26; it was also posted on the AzAA, ACC, ACI-NA, SWAAAE, FAA Matchmaker, and the Mesa Gateway Airport Authority Websites. In addition, the RFQ was emailed to a list of one hundred thirteen (113) prospective contractors and subcontractors. MGAA Staff received six (6) qualified Statements of Qualifications on January 13, 2026, from the following firms:

J. Banicki Construction  
Combs Construction Company Inc.  
Kiewit Infrastructure West Co.  
M.R. Tanner Construction  
**Pulice Construction, Inc.**  
SW Concrete Paving Co.

**Page 2 of 2: BAI – Taxiway G Realignment / Reconstruction – Phase 1 Project – Construction  
Manager at Risk Pre-Construction Services Contract – Pulice Construction, Inc. - CIP 1092**

Upon review of the qualifications, 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, and approach to performing the required services.

**Fiscal Impact**

This project has been requested to be added to the FY26 Capital Budget utilizing FAA and ADOT Grants under CIP 1092.

**Attachments: CMAR Pre-Construction Services Contract**



**RESOLUTION NO. 26-08**

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

WHEREAS the Authority desires to authorize a Construction Manager at Risk Pre-Construction Services Contract with Pulice Construction, Inc. for the Taxiway G Realignment / Reconstruction – Phase 1 Project in an amount not to exceed \$55,680.25, pending FAA and ADOT approval;

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 Pre-Construction Services Contract with Pulice Construction, Inc. for the Taxiway G Realignment / Reconstruction – Phase 1 Project in an amount not to exceed \$55,680.25, pending FAA and ADOT approval. 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 17<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Misty Johnson, Clerk of the Board

\_\_\_\_\_  
Jill Casson Owen, Attorney

# **DIVISION I**



## **TAXIWAY GOLF REALIGNMENT/RECONSTRUCTION Phase 1**

## **CONSTRUCTION MANAGER AT RISK (CMAR) PRE-CONSTRUCTION SERVICES CONTRACT**

**PROJECT NO. 1092**

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## Mesa Gateway Airport

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### **Construction Manager at Risk Pre-Construction Services Project No. 1092**

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

MGAA and CMAR agree as follows:

### **ARTICLE 1 – PARTICIPANTS AND PROJECT**

**MGAA:** Mesa Gateway Airport Authority  
Project Manager: John Burgmeier  
Telephone: 480-988-7652  
Fax: 480-988-2315  
E-mail: jburgmeier@gatewayairport.com

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

**PROJECT DESCRIPTION:** Realignment/Reconstruction of Taxiway Golf, Phase 1

**PROJECT LOCATION:** Mesa Gateway Airport  
Mesa, Az 85212

### **ARTICLE 2 – CONTRACT DOCUMENTS**

#### **2.1 CONTRACT DOCUMENTS**

The Contract between MGAA and CMAR shall consist of the following Contract Documents:

1. This Contract and all of its Exhibits herein;
2. The *General Conditions* to the CMAR Construction Contract;
3. *Federal Contract Provisions*;
4. The Statement of Qualifications (SOQ) requirements (2026-005-RFQ), documents and attachments, and CMAR’s submittal dated January 13, 2026.

#### **2.2 DEFINITIONS**

Whenever the following terms are used in this Contract, the intent and meaning shall be interpreted as follows:

**Allowance** – A specific amount for a specific item of Work, if any, that MGAA agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of MGAA) at the time the Contract Price is agreed to for CMAR to provide a definitive price. Allowances shall be treated in accordance with Article 14 of this Contract.

**Baseline Cost Model** – A breakdown and estimate of the scope of the Project developed by CMAR pursuant to Article 3.4.1 of this contract.

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

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

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

**Contract Price** – Where compensation under the Contract is based upon a GMP accepted by MGAA, 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 CMAR in the proper, timely, and complete performance of the Work. The Cost of the Work shall include only those costs set forth in Exhibit A of this Contract.

**Deliverables** – The work products prepared by CMAR in performing the scope of work described in the Contract. Some of the major deliverables to be prepared and provided by CMAR during pre-construction may include but are limited to: the Baseline Cost Model and Schedule that validate MGAA’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 MGAA 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 MGAA and a Construction Contract is entered into between MGAA and CMAR, the duties, obligations, and warranties of the CMAR under the Pre-Construction Services Contract survive and are incorporated into the resulting Construction Contract.

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

**Detailed Project Schedule** – The Detailed Project Schedule was developed by the CMAR for the review and approval of the Project Manager in accordance with Article 3.2 of this contract, if applicable.

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

**GMP Proposal** – The proposal of CMAR submitted pursuant to Article 3.6 of this contract 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, Change Order, or Job Order if applicable.

## **ARTICLE 3 – PRE-CONSTRUCTION SERVICES**

### 3.1 **GENERAL REQUIREMENTS**

3.1.1 CMAR has been selected to perform the Services 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 D and that are consistent with CMAR’s submitted Statement of Qualifications (SOQ) dated January 13, 2026. CMAR shall perform the Services 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 MGAA. MGAA recognizes that CMAR’s Key Personnel may leave the employ of CMAR for reasons beyond CMAR’s control. Whenever practicable, CMAR shall give MGAA at least 14 calendar days’ notice prior to the departure of any of CMAR’s Key Personnel from the Project. MGAA 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 Services under the Contract without MGAA’s prior written consent will be a material breach and grounds for suspension or termination for cause of this Contract by MGAA.

Without limitation of the foregoing, in the event CMAR removes any Key Personnel without the consent of MGAA, which shall not unreasonably be withheld, CMAR shall deduct and/or reimburse all costs and expenses charged to MGAA, whether included in CMAR’s general conditions or otherwise, and including any markups thereon, for any replacement personnel who are not approved by MGAA. Notwithstanding any provisions herein to the contrary, MGAA shall have audit rights to CMAR’s records with respect to verifying such costs, expenses, and markups for purposes of deduction and/or reimbursement.

3.1.2 CMAR will comply with all terms and conditions of the General Conditions to the CMAR Construction Contract.

3.1.3 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

3.1.4 CMAR shall prepare and present to MGAA a Detailed Project Schedule that is acceptable to MGAA and in accordance with Article 3.2 of this Contract.

3.1.5 CMAR shall conduct the evaluations, perform the design document reviews, and make the recommendations and provide the other Services referenced and in accordance with Article 3.3 of this Contract.

3.1.6 CMAR shall prepare and submit the Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values in accordance with Article 3.4 of this Contract.

3.1.7 The submitted Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values shall not exceed MGAA’s Construction Budget, which is \$13,000,000.00. If CMAR submits a Baseline

Cost Model, Detailed Cost Estimates, and Schedule of Values that exceed the Construction Budget, negotiations could lead to termination or suspension of the Contract.

- 3.1.8 CMAR shall perform the Services required by, and in accordance with the Contract Documents and as outlined in Exhibit A of the Contract to the satisfaction of the Project Manager, exercising the degree of care, skill, diligence and judgment a professional construction manager experienced in the performance of such services for construction and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas throughout the United States, would exercise at such time, under similar conditions. CMAR shall, at all times, perform the required services consistent with sound and generally accepted engineering principles and construction management and construction contracting practices
- 3.1.9 As a participating member of the Project Team, CMAR shall provide to MGAA and Design Professional a written evaluation of MGAA's Project Program and budget, each in terms of the other, with recommendations as to the appropriateness of each. CMAR shall prepare a Baseline Cost Model that validates MGAA's budget. The Baseline Cost Model shall include all assumptions and basis of estimates in enough detail so that the Project Team can compare future detail estimates to the Baseline Cost model for variances. MGAA and Design Professional will provide all the reasonably required data that is available in order to reach an agreement between the team members that the Baseline Cost Model is an accurate projection of the costs of the Project.
- 3.1.10 CMAR shall attend Project Team meetings, which may include, but are not limited to, bi-weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings, and partnering sessions. CMAR attendance at design or other meetings in which CMAR is provided the opportunity but does not actively participate and/or is not properly prepared is not acceptable. Repeated instances of non-participation and/or lack of preparedness shall be grounds for termination of the CMAR Contract for default.
- 3.1.11 CMAR, when requested by MGAA, shall attend, make presentations, and participate as may be appropriate in public agency and or community meetings, relevant to the Project. CMAR shall provide drawings, schedule diagrams, budget charges, and other materials describing the Project when their use is required or appropriate in any such public agency meetings.
- 3.1.12 MGAA ownership of Work Product. All Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, is to be and remain the property of MGAA. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings, and other information or material, 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 MGAA. The rights in this Section are exclusive to MGAA in perpetuity.
- 3.1.13 CMAR represents to MGAA in completing Pre-Construction Services and providing the reports and analysis required thereunder, that the Work can be properly and timely constructed within the GMP Proposal, if accepted. CMAR does not assume any design responsibilities unless specifically called for in the scope of work, but CMAR shall be responsible for its errors, omissions, or inconsistencies included in the Work.

- 3.1.14 CMAR and MGAA agree and understand that MGAA is at all times subordinate 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.*).

### 3.2 DETAILED PROJECT SCHEDULE

- 3.2.1 The fundamental purpose of the Detailed Project Schedule is to identify, coordinate, and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all members’ compliance with the schedule requirements of the Project. Each Project Team member is responsible for their compliance with the Detailed Project Schedule requirements. CMAR shall, however, develop and maintain the Detailed Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Baseline Project Schedule shall be developed as part of the Baseline Cost Model. The Detailed Project Schedule shall use the Critical Path method (“CPM”) technique, unless required otherwise, in writing by MGAA. CMAR shall use scheduling software acceptable to MGAA to develop the Detailed Project Schedule. The Detailed Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Detailed Project Schedule shall indicate milestone dates for the phases once determined. As part of the construction phase, MGAA may require CMAR to prepare a “resource-loaded” schedule for all work, including work performed by Subcontractors, detailing each of the project tasks and the required/anticipated number of personnel per day for each task. CMAR shall also indicate on the schedule its ability to meet said required/anticipated personnel requirements.
- 3.2.2 CMAR shall include and integrate in the Detailed Project Schedule the services and activities required of MGAA, Design Professional, and CMAR, including all construction phase activities based on the input received from MGAA and the Design Professional. The Detailed Project Schedule shall define activities as determined by MGAA to the extent required to show: (a) the coordination between preliminary design and various pre-construction documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by MGAA. The Detailed Project Schedule shall include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities to the extent authorized by MGAA, relationships between the activities, MGAA’s occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Completion.
- 3.2.3 A Baseline Project Schedule shall be initiated with the project Baseline Cost Model and agreed to by the project team at the same time. CMAR shall update and maintain a detailed Project Schedule throughout pre-construction such that it shall not require major changes at the start of the construction phase to incorporate CMAR’s plan for the performance of the construction phase Work. CMAR shall provide updates and/or revisions to the Detailed Project Schedule for use by the Project Team whenever required, but no less often than at the Project Team meetings. CMAR shall include with such submittals a narrative describing its analysis of the progress achieved to date vs. the Baseline Project Schedule, including any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.
- 3.2.4 If phased construction is deemed appropriate at the time of developing the Baseline Cost Model or during the development of the Detailed Project Schedule, and MGAA and Design

Professional approve, CMAR shall review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CMAR shall take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

- 3.2.5 Long Lead Time Items. As part of developing the Detailed Project Schedule, CMAR shall identify all long lead time materials, fabrications, equipment, or other items that may impact the Project Schedule and may require early action on the part of the Project Team. Dates for selecting and ordering long lead time items will be included and highlighted in the Detailed Project Schedule.
- 3.2.6 Equipment Plan. CMAR shall develop an Equipment Plan that addresses all rental and owned equipment, regardless of whether such equipment will be provided by CMAR or subcontractor(s), that will be necessary to construct the Project and the cost of which will be included as a Cost of the Work in the GMP Proposal. The Equipment Plan will seek to minimize the cost of the equipment to MGAA and maximize the efficient and coordinated use of the equipment for completion of the Project. The Equipment Plan will not only include the costs and allowable lease rates for the equipment but will also include an equipment schedule that will be incorporated into the Detailed Project Schedule and the Schedule of Values submitted with the GMP Proposal.

### 3.3 DESIGN DOCUMENT REVIEWS

- 3.3.1 CMAR shall evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design, and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule.
- 3.3.2 CMAR shall recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CMAR to construct the Project. These additional investigations, if agreed to be necessary by the Project Manager and the Design Professional, shall be acquired by MGAA, and copies of the reports will be provided to CMAR.
- 3.3.3 CMAR shall meet with the Project Team as required to review designs during their development. CMAR shall familiarize itself with the evolving documents through pre-construction. CMAR shall proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment, and building systems, and labor and material availability. CMAR shall furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as concerns that exist with respect to coordination of the Drawings and Specifications. CMAR shall use established value analysis principles in recommending cost-effective alternatives.
- 3.3.4 CMAR shall routinely conduct constructability and biddability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews shall attempt to identify all discrepancies and inconsistencies in the Construction Documents, especially those related to clarity, consistency, completeness, and coordination of Work of Subcontractors and Suppliers.
- 3.3.5 CMAR shall evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is

properly considered in the Drawings and Specifications; (d) module/preassembly design is prepared to facilitate fabrication, transport and installation; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; (f) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues; and (g) the design maintains continued operation of the existing MGAA operations, security and systems and maintains traffic on adjacent roadways. CMAR shall also review the Drawings and Specifications to ensure that what is depicted therein can be constructed as designed and shall promptly inform the Project Team of any issues.

- 3.3.6 CMAR shall check cross-reference and complementary Drawings and sections within the Specifications and, in general, evaluate whether: (a) the Drawings and Specifications are Sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions.
- 3.3.7 The results of the reviews shall be provided to the Project Team in formal, written reports clearly identifying all reviewed documents and the discovered discrepancies and inconsistencies in the Drawings and Specifications, with notations and recommendations made on the Drawings, Specifications, and other documents. CMAR shall meet with the Project Team to discuss any findings and review reports.
- 3.3.8 CMAR's reviews shall be from a CMAR's perspective, and though it shall serve to eliminate/reduce the number of RFI's and changes during the construction phase, responsibility for the Drawings and Specifications shall remain with the Design Professional and not CMAR.
- 3.3.9 It is CMAR's responsibility to assist the Design Professional in ascertaining that, in CMAR's professional opinion, the Construction Documents are in accordance with Applicable Laws, Regulations, or Legal Requirements, building codes, sound engineering principle's rules and regulations. If CMAR recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, sound engineering principle's rules, and regulations, it shall promptly notify the Project Team in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance of the Drawings and Specifications with those laws, statutes, ordinances, building codes, rules, and regulations.
- 3.3.10 The Project Team shall routinely identify and evaluate using value analysis principles and alternate systems, approaches, and design changes that have the potential to reduce Project costs while still delivering a high-quality and fully functional Project consistent with the Project Program. If the Project Team agrees, CMAR, in cooperation with the Design Professional, will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. MGAA, through the Project Manager, will direct which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of CMAR-suggested alternatives into the Drawings and Specifications. CMAR shall analyze the costs and schedule impacts of the alternatives against the Baseline Cost Model and Schedule and provide a recommendation for the Project Team's consideration and MGAA's approval prior to the establishment of the GMP.

### 3.4 BASELINE COSTS MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES

- 3.4.1 At the conclusion of the Schematic and Programming, CMAR will review all available information regarding the design and scope of the Project using CMAR's experience in performing similar work, knowledge of similar projects, and current and projected construction costs, and, based upon that review, shall develop a Baseline Cost Model for review by the Project Team and approval by MGAA. Once approved by MGAA, the Baseline Cost Model shall be continually referenced as detailed estimates are created as the design progresses throughout Pre-Construction until the final GMP for the entire Project is established. A final GMP for the entire Project must be established and approved by MGAA prior to the start of construction. It is the responsibility of CMAR to ensure MGAA has sufficient information to evaluate and approve a final GMP prior to the time necessary to start construction, so construction can be completed within the Contract Time. The Project Detailed Cost Estimate shall be the best representation from CMAR of what the complete functional Project's construction costs will be, as indicated by the most current available documents, and will be constantly checked against the Baseline Cost Model. CMAR shall communicate to the Project Team and assumptions made in preparing the Baseline Cost Model. The Baseline Cost Model shall support CMAR's Detailed Cost Estimates and may be broken down initially as dictated by the available information, as required by MGAA.
- 3.4.2 After receipt of the Design Professional's most current documents from certain specified pre-construction milestones, CMAR shall provide a draft Detailed Cost Estimate, including a detailed written report detailing any variances to the Baseline Cost Model and Baseline Project Schedule. The Design Professional and CMAR will reconcile any disagreements on the estimate to arrive at an agreed-upon Detailed Cost Estimate for the construction costs based on the scope of the Project through that specified pre-construction milestone. Pre-Construction milestones applicable to this paragraph are: 60% Construction Drawings and 95% Construction Drawings. If no consensus is reached, MGAA will make the final determination. If the Project Team requires additional updates to the Detailed Cost Estimate beyond those specified in this paragraph, CMAR shall provide the requested information in a timely manner.
- 3.4.3 If at any point the Detailed Cost Estimate submitted to MGAA exceeds the previously accepted Baseline Cost Model or previously approved Detailed Cost Estimate agreed to as set forth in Article 3.4.2 above, CMAR shall make appropriate recommendations to project Team on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, such that it is equal to or less than the established Project Team's Baseline Cost Model.
- 3.4.4 Unless other levels of completion are agreed to in writing in the Construction Documents, at 60% Construction Drawings and 95% Construction Drawings, and included with the associated report, CMAR shall also submit to the Project Team for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values shall be directly related to the breakdowns reflected in the Detailed Project Schedule and CMAR's Detailed Cost Estimate. In addition, the Schedule of Values shall: (a) detail unit prices and quantity take-offs, (b) detail all other contingencies and unit price Work shown and specified in the detailed design documents.
- 3.4.5 CMAR is to track, estimate, price, and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate, such as: MGAA-generated changes, Project Team proposed changes, alternate system analysis, constructability items, and value engineering analysis. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the Baseline Cost Model, 40% Construction "Drawings, 90% Construction Documents, 100% Construction Documents, and the bid packages for all Phases, if applicable.

- 3.4.6 Upon request by MGAA, CMAR shall submit to MGAA a cash flow projection for the Project based on the current updated/revised Detailed Project Schedule and the anticipated level of payments for CMAR during the design and construction phases. In addition, if requested by MGAA and based on information provided by MGAA, CMAR shall prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist MGAA in the financing process.

### 3.5 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- 3.5.1 Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of CMAR. In any case, CMAR is solely responsible for the performance of the selected Subcontractors/Suppliers, and for compliance with the requirements of Title 34 of the Arizona Revised Statutes in the selection of a Subcontractors/Suppliers, to the extent applicable. CMAR shall comply with its Subcontractor Selection Plan submitted with its Statement of Qualifications.
- 3.5.2 MGAA may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when CMAR can demonstrate it is in the best interest of the Project. All Work that is performed, after such a qualifications-based selection, for a price that is negotiated by CMAR will be billed in accordance with the GMP for actual costs and may be subject to audit by MGAA.
- 3.5.2.1 Qualifications-based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal, and in such a way as not to delay the start date of the Construction phase as defined in the Baseline Project Schedule.
- 3.5.2.2 If a Subcontractor/Supplier selection plan was submitted and agreed to by MGAA, CMAR shall apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide MGAA with its review and recommendations.
- 3.5.2.3 CMAR must receive written MGAA approval for each selected Subcontractor(s) and Supplier(s).
- 3.5.2.4 CMAR shall negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.
- 3.5.3 All Work shall be competitively bid, unless a Subcontractor or Supplier was selected pursuant to paragraph 3.5.2 above, and in accordance with all DBE requirements as provided for in the Owners RFQ, the General Conditions, and the Federal Contract Provisions.
- 3.5.3.1 CMAR shall develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by MGAA, and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, CMAR may request approval by MGAA to submit less than three names. Without prior written notice to MGAA, no change in the recommended Subcontractors/Suppliers shall be allowed.
- 3.5.3.2 If MGAA objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, CMAR shall nominate a substitute Subcontractor/Supplier that is acceptable to MGAA.

- 3.5.3.3 CMAR shall distribute Drawings and Specifications, and when appropriate, conduct a Pre-Bid Conference with prospective Subcontractors and Suppliers.
- 3.5.3.4 If CMAR desires to self-perform certain portions of the Work, it shall request to be one of the approved Subcontractor bidders for those specific bid packages. CMAR's bid will be evaluated in accordance with the process identified below. If events warrant and MGAA concurs that it is necessary in order to ensure compliance with the Project Schedule and/or the most recent Detailed Cost Estimate, CMAR may be authorized to self-perform Work without bidding or rebidding the Work. When CMAR self-performs work without bidding, only the actual costs associated with performing the Work in accordance with the approved GMP will be billed and may be subject to audit by MGAA.
- 3.5.3.5 CMAR shall receive, open, record, and evaluate the bids; provided, however, that if CMAR or one of its affiliates is bidding to self-perform the Work that is the subject of the bid, then the bids shall be received, opened, recorded, and evaluated by the Project Manager instead of CMAR. Bids for each category of Work shall be opened and recorded at a pre-determined time. The apparent low bidders shall be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals CMAR, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids shall be done with the Project Manager in attendance to observe and witness the process. CMAR shall resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of Work.
- 3.5.4 CMAR shall be required to prepare two different reports on the subcontracting process.
- 3.5.4.1 Within fifteen days after each major Subcontractor/Supplier bid opening process, CMAR shall prepare a report for MGAA's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report shall detail: (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each sub-agreement; (b) the sum of all recommended Subcontractor/Supplier bids received; (c) and trade work and its cost that CMAR intends to self-perform, if any.
- 3.5.4.2 Upon completion of the Subcontractor/Supplier bidding process, CMAR shall submit a summary report to MGAA of the entire Subcontractor/Supplier selection process. The report shall indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.
- 3.5.5 The approved Subcontractors/Suppliers shall provide a Schedule of Values with their bid proposals, which shall be used to create the overall Project Schedule of Values.
- 3.5.6 If, after receipt of sub-bids or after award to Subcontractors and Suppliers, MGAA objects to any nominated Subcontractor/Supplier or to any self-performed Work based upon any reasonable basis, CMAR shall nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by MGAA, CMAR's proposed GMP for the Work or portion thereof shall be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

### 3.6 GMP PROPOSAL

- 3.6.1 CMAR shall submit a GMP Proposal for the entire Work, and for each phase (if required) of the Work, at the times set forth in the Pre-Construction Schedule included in the attached Exhibit A. The GMP Proposal shall be presented in a format acceptable to MGAA based upon the attached Exhibit B. MGAA may change the schedule, format, and/or requirements for the GMP Proposal as it deems necessary during Pre-Construction and may request resubmittal of the GMP Proposal to reflect such changes.
- 3.6.2 For the purpose of the GMP Proposal, the parties agree that:
1. The CMAR Fee shall be equal to a percentage of the Direct Costs to be agreed upon in writing by both parties;
  2. General Conditions costs shall be a fixed amount or percentage agreed to as part of the Baseline Cost Model.
- 3.6.3 The GMP Proposal shall not exceed MGAA's budget for the construction of the Project, which is \$13,000,000.00 ("Construction Budget").
- 3.6.4 When a GMP Proposal is submitted for a phase of the Work, the GMP will have a Detailed Cost Estimate of the Costs of the Work in each phase of the Work that is being proposed, plus the current estimate for all other Work. MGAA will not approve the GMP for the phase of work without a total estimate for the complete Project. MGAA may request a GMP Proposal for all or any portion of the Project and at any time during pre-construction. Any GMP Proposals submitted by CMAR shall be based on and consistent with the Baseline Cost Model and the current update/revised Detailed Cost Estimate at the time of the request and include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- 3.6.5 A GMP Proposal for the entire Project shall be the sum of the Cost of the Work, CMAR Fee, and General Conditions Cost. CMAR guarantees to complete the Project at or less than the final GMP Proposal amount plus approved Change Orders. CMAR shall be responsible for any costs for expenses that would cause the Cost of the Work actually incurred, including the Construction Fee and General Conditions Costs, to exceed the GMP.
- 3.6.6 CMAR shall prepare its GMP Proposal in accordance with MGAA's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which, unless otherwise directed by MGAA in writing, shall be at 95% Construction Drawings. CMAR shall mark the face of each document of each set upon which its GMP Proposal is based. These documents shall be identified as the GMP Plans and Specifications. CMAR shall send one set of those documents to the Project Manager, keep one set, and return the third set to the Design Professional.
- 3.6.7 An updated/revised Detailed Project Schedule, Equipment Plan, and Schedule of Values shall be included in any GMP Proposal(s), all of which shall reflect the GMP Plans and Specifications. The Detailed Project Schedule shall be shown in relation to the Project Schedule and identify any variance to the Baseline Project Schedule. Any such Detailed Project Schedule updates/revisions shall continue to comply with the requirements of Article 3.1.2 through 3.2.5 of this contract.
- 3.6.8 GMP Proposals(s) Review and Approval
- 3.6.8.1 CMAR shall meet with the Project Team to review the GMP Proposal(s) and the written statement of its basis. In the event the Project Team discovers

inconsistencies or inaccuracies in the information presented, CMAR shall make adjustments as necessary to the GMP Proposal.

3.6.8.2 If, during the review and negotiation of GMP Proposals, design changes are required, MGAA may authorize and cause the Design Professional to revise the GMP Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised GMP Plans and Specifications will be furnished to CMAR. CMAR shall promptly notify the Project Team in writing if any such revised GMP Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

3.6.9 All portions of or items comprising the GMP Proposal are subject to audit by MGAA, as deemed appropriate by MGAA, including, without limitation, any based upon unit prices or Work to be self-performed by CMAR, or its affiliates.

### 3.7 PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES

3.7.1 Requests for monthly payments by CMAR for Pre-Construction Services shall be submitted monthly and shall be accompanied by a progress report, detailed invoices, and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month.

3.7.2 In no event will MGAA pay more than seventy-five (75%) of the Contract Price until final acceptance of ALL Pre-Construction Services, and award of the final approved Construction Services Contract for the entire Project by MGAA Council. If CMAR does not prepare a GMP Proposal that is acceptable to MGAA, or the GMP Proposal exceeds MGAA's Construction Budget, then CMAR understands and acknowledges that it will forfeit any right to receive 25% of the Contract Price being retained by MGAA.

3.7.3 CMAR agrees that no charges or claims for costs or damages of any type shall be made by it for any delays or hindrances beyond the reasonable control of MGAA during the progress of any portion of Pre-Construction Services specified in this Contract. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period and may be mutually agreed upon between the parties. It is understood and agreed, however, that permitting CMAR to proceed to complete any such Services, in whole or in part, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of MGAA of any of their respective legal rights herein.

3.7.4 No compensation to CMAR shall be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

3.7.5 If any service(s) executed by CMAR is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of CMAR, CMAR is to be paid for the services performed prior to the abandonment or suspension.

### 3.8 ADDITIONAL PRE-CONSTRUCTION SERVICES

3.8.1 Additional services which are outside the scope of the services required under the

Contract Documents shall not be performed by CMAR without prior written Authorization from MGAA. Additional services, when authorized by an executed written Change Order by MGAA, shall be compensated for by a fee mutually agreed upon in such Written Change Order between MGAA and CMAR.

3.8.2 No claim for additional services, extra work done, or materials furnished by CMAR shall Be allowed by MGAA except as provided herein, nor shall CMAR provide any additional services, do any work, or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing by the Project Manager. Work or material(s) furnished by CMAR without such prior written authorization shall be CMAR's sole jeopardy, cost, and expense, and CMAR hereby agrees that without prior written authorization, no claim for compensation for such services, work, or materials furnished shall be made, and MGAA shall not be responsible for such costs.

3.8.3 No Work may be performed under this Pre-construction Services Contract without prior written approval by MGAA. As an example, all procurement of long lead time items that must be procured to support the construction schedule or site investigative Work necessary to complete Pre-Construction Services, if done by the CMAR, will be performed only after the long lead time items or investigative Work has been approved and accepted in writing by MGAA and all such Work shall be done only under an executed Contract for Construction Services, or pursuant to a prior written direction from MGAA to engage in such procurement.

### 3.9 SURVIVAL OF THE DESIGN SERVICES CONTRACT, DUTIES, OBLIGATIONS, AND WARRANTIES

3.9.1 If the GMP Proposal is accepted by MGAA and a Construction Contract is entered into between MGAA and CMAR, the duties, obligations, and warranties of CMAR under the Pre-Construction Services Contract survives and is incorporated into the resulting Construction Contract.

## **ARTICLE 4 – CONSTRUCTION SERVICES**

4.1 If MGAA accepts CMAR's GMP Proposal, CMAR and MGAA may enter into a Construction Services Contract for Construction of the Project based upon CMAR's Pre-Construction Services performed and GMP Proposal and detailed Project Schedule submitted pursuant to this Contract. The terms of the Construction Services Contract are being negotiated contemporaneously with this Contract, and CMAR agrees to execute the Construction Services Contract, without further modification, upon acceptance by MGAA of the GMP Proposal. All of CMAR's obligations, duties, and warranties in relation to Pre-Construction Services and Deliverables (including specifically the GMP Proposal) survive the completion of this Contract and will be incorporated into the Construction Services Contract.

## **ARTICLE 5 – MGAA FURNISHED INFORMATION**

### 5.1 MGAA, AT NO COST TO CMAR, WILL FURNISH THE FOLLOWING TO CMAR:

5.1.1 One copy of data in MGAA's possession or control which MGAA determines in its discretion to be pertinent to the Work. However, CMAR shall be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 Electronic copies of programs, reports, drawings, and specifications reasonably required by CMAR, to the extent in the possession of MGAA.

5.1.3 Additional information to be provided by MGAA, if any, is listed below:

## **ARTICLE 6 – CONTRACT TIME**

6.1 Contract Duration is forty-two (42) Calendar Days.

6.1.1 The Pre-Construction Services described in this Contract shall be performed by CMAR in accordance with the Pre-Construction Schedule set forth in attached Exhibit A. Failure on the part of CMAR to adhere to the Pre-Construction Schedule requirements for activities for which it is responsible and in control will be deemed a material breach and sufficient grounds for termination for cause of this Contract by MGAA.

## **ARTICLE 7 – CONTRACT PRICE**

7.1 In exchange for CMAR's full, timely, and acceptable performance of the Services under this Contract, and subject to all of the terms of this Contract, MGAA will pay CMAR a not-to-exceed price of \$55,680.25 (the "Contract Price"). The method of payment for this contract is Hourly, Not-to-Exceed. The amount paid shall not exceed the amount listed in Article 7.1 for actual costs incurred, based on the negotiated hourly rates and reimbursement schedule as defined in Exhibit A.

7.2 The Contract Price is all-inclusive, and MGAA shall not pay any additional amounts, costs expenses, except for only those specifically designated reimbursable costs, without markup, as set forth in Exhibit A.

## **ARTICLE 8 – PAYMENTS**

8.1 The Contract Price shall be paid based upon the completion of tasks comprising the Pre-Construction Scope of Work as shown in Exhibit A.

## **ARTICLE 9 – CHANGES**

9.1 MGAA reserves the right to make such changes in the plans and specifications for the Work, as it may deem appropriate, and any such change as set forth in a written Change Order shall be deemed a part of this Contract as if originally incorporated herein.

9.2 If design changes are required, MGAA's and CMAR's responsibilities shall be in accordance with Article 3.6.8.2 of this Contract.

## **ARTICLE 10 – SUSPENSION AND TERMINATION**

### **10.1 TERMINATION BY MGAA FOR CAUSE**

10.1.1 Criteria for Termination for Cause. The Contractor shall be considered in default of his or her contract, and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

1. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

2. Fails to perform the work or fails to provide sufficient workers, equipment, and/or materials to assure completion of work in accordance with the terms of the contract, or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
4. Discontinues the execution of the work, or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
7. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
8. Makes an assignment for the benefit of creditors, or
9. Disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction, or
10. Breaches any provision of the contract, or
10. Violates any provision of the MGAA Rules and Regulations or Minimum Standards, as amended from time to time, and as incorporated into the Contract by reference (Exhibit C) or
12. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason above, the Engineer shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

10.1.2 Effect of Termination for Cause. When any of the above conditions exist, MGAA may, without prejudice to any other rights or remedies of MGAA and after giving the CMAR ten (10) days' written notice, terminate the Contract and may:

1. take possession of the Site and all materials, equipment, tools, and construction equipment machinery thereon owned by the CMAR;
2. accept assignment of subcontracts, and
3. finish the work by whatever reasonable method MGAA may deem expedient.

10.1.3 CMAR Right to Receive Payment. When MGAA terminates the Contract for one of the reasons stated in Article 10.1.1, the CMAR shall not be entitled to receive further payment until the work is finished.

10.1.4 Costs for Finishing Work. If the unpaid balance of the Contract Sum exceeds costs of finishing the work, including compensation for the Design Professional services and expenses made necessary thereby, such excess shall be paid to the CMAR. If such costs exceed the unpaid balance, the CMAR shall pay the difference to MGAA.

10.2 Not Used.

10.3 MGAA'S TERMINATION FOR CONVENIENCE.

10.3.1 Effect of Termination for Convenience. MGAA reserves the right to terminate the Contract for convenience and without cause, even if CMAR has not failed to perform any part of the Contract. Termination of the work hereunder shall be effected by written notice to the CMAR. Upon receipt of such notice, CMAR shall, unless the notice otherwise directs:

1. Immediately discontinue the work and the placing of all orders and subcontracts in connection with this Contract;
2. Immediately cancel all of the existing orders and subcontracts made hereunder;
3. Immediately transfer to MGAA all materials, supplies, work in progress, appliances, facilities, machinery, and tools acquired by the CMAR in connection with the performance of the Contract, and take such action as may be necessary or as MGAA may direct for protection and preservation of the work relating to this Contract;
4. Deliver all plans, Drawings, Specifications, and other necessary information to MGAA; and
5. Complete performance of the work not terminated by the notice.

10.3.2 CMAR's Exclusive Remedy. If MGAA terminates the Contract for convenience, the following shall be the CMAR's exclusive remedy:

1. Reimbursement of all actual expenditures and costs approved by MGAA as having been made or incurred in performing the work;
2. Reimbursement of expenditures made and costs incurred with MGAA's prior written approval in settling or discharging outstanding commitments entered into by the CMAR in performing the Contract; and
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to the Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

10.3.3 Warranties, Guarantees and Indemnified Parties to Remain in Effect. All obligations of the CMAR under the Contract with respect to completion of the work, including but not limited to all warranties, guarantees, and indemnities, shall apply to all work completed or substantially completed by the CMAR prior to a convenience termination by MGAA. Notwithstanding the above, any convenience termination by MGAA or payments to the CMAR shall be without prejudice to any claims or legal remedies that MGAA may have against the CMAR for any cause, including liquidated damages assessed for CMAR's delays to any work Milestone Dates.

10.3.4 Conversion of Termination for Cause to Termination for Convenience. Upon a determination that a termination of this Contract other than a termination for convenience under this Article was wrongful or improper for any reason, such termination shall automatically be deemed converted to a convenience termination under this Article 10, and the CMAR's remedy for such wrongful termination shall be limited to the recoveries specified under Article 10.3.2.

10.3.5 Remedy Limited to Damages. In the event that CMAR is terminated, whether for cause or convenience, the CMAR's sole remedy shall be for damages. In no event shall the CMAR be entitled to reinstatement or other equitable relief from a court or through alternative dispute resolution.

10.3.6 Notice that Contract is Subject to Termination Provisions of A.R.S. § 38-511. The parties acknowledge, and as required by law, notice is hereby given that this Contract is subject to A.R.S. § 38-511.

**ARTICLE 11 – INSURANCE**

- 11.1 For pre-construction services covered under this Contract, CMAR shall provide insurance in accordance with this Article 11.
- 11.2 CMAR shall provide proof of such insurance and all required endorsements in forms Acceptable to MGAA prior to commencing any Work or providing any Services under this Contract.
- 11.3 Failure to provide proof of insurance and the required endorsements acceptable to MGAA will be a material breach and grounds for termination for cause of this Contract by MGAA.
- 11.4 The CMAR and Subcontractors shall purchase from and maintain in a company or companies authorized to do business in Arizona the following 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 CMAR, his agents, representatives, employees, or subcontractors. Such insurance shall be effective for the duration of the contract and for three (3) years thereafter.
- 11.5 Workers' Compensation. Workers' Compensation insurance with statutory limits as required by the State of Arizona and Employer's Liability insurance with limits of no less than \$1,000,000 per occurrence for bodily injury, \$1,000,000 per employee for bodily injury by disease, and a \$1,000,000 policy limit for bodily injury by disease. Such Workers' Compensation insurance will cover obligations imposed by federal and state statutes having jurisdiction of CMAR's or Subcontractors' employees while performing work at locations other than the Site and shall cover CMAR's employees after Substantial Completion of the work and Subcontractor's employees after Subcontractor has substantially performed its Subcontract.
- 11.6 Commercial General Liability. Commercial General Liability insurance, with a combined single limit of \$2,000,000 per occurrence and in the annual aggregate. Such insurance shall include coverage for Bodily Injury, Property Damage, Personal Injury, Broad Form Property Damage (including Completed Operations), Contractual, CMARs' Protective, Products and Completed Operations, and the hazards commonly referred to as "XCU." This insurance shall also be required for work performed at locations other than the Site, shall cover CMAR after Substantial Completion of the work, and shall cover Subcontractor after Subcontractor has substantially performed its Subcontract. Further, this insurance shall contain a severability of interest provision.
- 11.7 Business Automobile Liability. Business Automobile Liability insurance, with a combined single limit no less than \$5,000,000 combined single limit per accident for Bodily Injury and Property Damage with respect to all vehicles used in performance of the work on or off the Site, whether owned, non-owned, leased, hired, assigned, or borrowed.
- 11.8 Additional Insured. The policies required by Articles 11.6 and 11.7 herein shall be endorsed to include Mesa Gateway Airport Authority, their Design Professional, their officers, employees, successors, and assigns as additional insured, shall provide that the insurance shall be primary, and shall stipulate that any insurance carried by the additional insured and their officers or employees shall not be contributory insurance.
- 11.9 Waiver. CMAR and Subcontractors waive all rights of recovery against Mesa Gateway Airport Authority and the Design Professional, their directors, officers, employees, successors, and assigns, and shall require its insurers to waive all rights of subrogation against Mesa Gateway Airport Authority and the Design Professional, and all of their respective directors, officers, employees, successors, and assigns.
- 11.10 CMAR to Provide Certificates of Insurance. Before commencing any work under this Contract, CMAR shall furnish MGAA with Certificates of Insurance issued by CMAR's and Subcontractors' insurer(s), as necessary, in a form acceptable to MGAA, as evidence that the insurance policies, including all

applicable endorsements, providing the coverage, conditions, and limits required by this Article 11, are in full force and effect. MGAA has the right to request and receive promptly from the CMAR certified copies of any or all of such insurance policies and/or endorsements. MGAA will not be obligated, however, to review such certificates, policies, and endorsements, or to advise CMAR of any deficiencies in such documents, and such receipts shall not relieve CMAR from, or be deemed a waiver of, MGAA's right to insist on strict fulfillment of CMAR's obligations hereunder.

- 11.11 Cancellation Notice. CMAR's and Subcontractors' Certificates of Insurance shall identify the Contract number and shall provide for not less than thirty (30) days' advance notice of any cancellation, termination, or alteration. All such certificates, endorsements, and notices shall be sent to the following:

MGAA: Mesa Gateway Airport Authority  
Address: 5835 South Sossaman Road  
Mesa, Arizona 85212-6014  
Attn: Engineering and Facilities Director

- 11.12 Costs of Insurance. Costs of all insurance coverage required by Article 11 are the sole responsibility of the CMAR.
- 11.13 Cancellation of Insurance. In the event any insurance coverage for the work is cancelled or terminated, CMAR agrees to replace the insurance without any lapse of protection to MGAA.
- 11.14 Contractual Obligations. The stipulation of insurance coverage in this Article 11 shall not be construed to limit, qualify, or waive any liabilities or obligations of CMAR, assumed or otherwise, under this Contract.
- 11.15 Notice of Loss. All physical loss or damage to the work or to MGAA property must be reported immediately to MGAA.
- 11.16 Higher Limits. If the CMAR maintains higher limits than the minimums stated in this Article 11, MGAA requires, and shall be entitled to, coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MGAA.
- 11.17 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, MGAA. At the option of MGAA, either: the CMAR shall reduce or eliminate such deductibles; or the CMAR shall provide a financial guarantee satisfactory to MGAA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.18 Claims Made Policy. No Claims Made policies will be accepted.
- 11.19 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than "A-" unless otherwise acceptable to MGAA.
- 11.20 Subcontractors. CMAR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CMAR shall ensure that MGAA is an additional insured on insurance from subcontractors.
- 11.21 Special Risks or Circumstances. MGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances

## **ARTICLE 12 – INDEMNIFICATION**

- 12.1 To the fullest extent permitted by law, Design Professional or CMAR, its successors, assigns, and guarantors, shall indemnify and hold harmless MGAA, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Design Professional, CMAR, or other persons employed or used by Design Professional or CMAR in the performance of this Contract
- 12.2 If a court of law determines that this section is void under A.R.S. § 34-226 because a word, words, or phrase in this section makes this section void under A.R.S. § 34-226, then such word, words, or phrase (as applicable) shall be deemed to be stricken to the extent necessary so that this section is not void under A.R.S. § 34-226 and the remaining obligations shall remain in full force and effect; and the language of this section shall be retroactively reformed to the extent reasonably possible in such a manner so that the reformed language provides essentially the same rights and benefits to the fullest extent permitted by A.R.S. § 34-226(B).

## **ARTICLE 13 – DISPUTE RESOLUTION**

- 13.1 All disputes arising out of or relating to the Contract, the Work, or the Project shall be resolved pursuant to the Dispute Resolution process set forth in the General Conditions, Division II of the Contract Documents.
- 13.2 CMAR agrees that during any dispute between the parties, CMAR will continue to perform its obligations under the Contract until such dispute is resolved.
- 13.3 Notwithstanding any other provision in this Contract, MGAA has the right to immediately file in court and pursue an action for a temporary restraining order and/or injunctive relief against CMAR if MGAA determines that such action is necessary to protect its interests under the Contract, to obtain specific performance of any provision of the Contract, to advance the completion of the Project, or to protect health, welfare and/or safety, including without limitation, an action of an order directing CMAR to continue or return to construction the Work under the Contract.
- 13.4 MGAA and CMAR may adjudicate any dispute between them arising out of or relating to this Contract through alternative dispute resolution if they mutually agree. MGAA and CMAR shall include a similar alternative dispute resolution provision in all agreements with all other contractors, subcontractors, suppliers, and consultants retained for the Project, and they shall require these contractors, subcontractors, and suppliers to include similar alternative dispute resolution provisions in all contracts relating to the Project.

## **ARTICLE 14 – ALLOWANCES**

- 14.1 **UNLESS OTHERWISE PROVIDED IN THE CONTRACT DOCUMENTS:**
- 14.1.1 The CMAR shall include in the Contract Price all Allowances stated in the Contract Documents and agreed to in writing by MGAA.
- 14.1.2 Whenever the costs are more or less than the Allowance, the Contract Sum shall be adjusted accordingly by Change Order.

## **ARTICLE 15 – DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

For pre-construction services covered under this Contract, CMAR is bound by the DBE requirements of the Contract Documents.

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

**CMAR**  
**Pulice Construction, Inc.**, an Arizona  
Corporation



By: \_\_\_\_\_

Name: Victor Jimenez

Title: President

Date: 2/12/2026

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

By: \_\_\_\_\_

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

Title: Executive Director/CEO

Date: \_\_\_\_\_

## **EXHIBIT A – PRE-CONSTRUCTION SERVICES SCOPE OF WORK AND SCHEDULE**

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

**See following pages**



**February 12, 2026**

Ms. Whilden,  
 Mesa Gateway Airport  
 6033 S Sossaman Rd,  
 Mesa, AZ 85212

Dear Ms. Whilden,

Pulice Construction Inc. is pleased to present our scope of work for the preconstruction services for the Mesa Gateway Airport — Taxiway Golf Realignment / Reconstruction Phase 1 Project. Below is a breakdown of the scopes of work and the hours associated with the work.

Scope of Work:

**1 month and 15 days of preconstruction services anticipated. The frequency of meetings and GMP development scopes are outlined below:**

Engineering Analysis

Description	Frequency	Length of Each Meeting
CMAR Progress Meetings	3 Each	1 Hour
Utility Coordination Meetings	2 Each	1 Hour
Partnering Meeting	1 Each	4 Hours
Value Analysis Meetings	2 Each	4 Hours
Over the Shoulder Review Meetings	2 Each	3 Hours
Stakeholder Meetings	2 Each	1.5 Hours
Phasing Meetings	2 Each	2 Hours
Field Visits	2 Each	3 Hours

GMP Development

Description	Total Man Hours to Develop
Construction Management Plan	12 Hours
Schedule/CPM	47 Hours
Cost Modeling Development	186 Hours
Cost Modeling Review Period (2 Meetings @ 4 Hours EA)	16 Hours
Specification Reconciliation Meeting (2 Mtgs @ 4 Hours EA)	12 Hours
Quantity Review Meetings (1 Each @ 6 Hours)	27 Hours

8660 E Hartford Dr  
 Ste 305  
 Scottsdale, AZ 85255

D 602-944-2241  
 C 940-367-9844

Comment Resolution Meetings (2 each @ 3 hours)	12 hours
Sub Bid Package Pre-qualify subs	46 hours
Bid Opening/Sub Bid comparison	23 hours
Final GMP Prep.	46 hours
Review and Approve GMP	21 hours

\*\*Rates and Man hour details are included in the pages attached

**Fee Breakdown:**

Home Office overhead: 5.8%  
 Profit: 3.0%  
 Total Fee: 8.8%

**General Exclusions / clarifications** - The following items are not included in our scope:

1. Bond
2. Taxes

Total Preconstruction services = \$ **55,680.25**

If you have any questions regarding this proposal, please do not hesitate to contact me.

Regards,

*Matt Tinch*

Matt Tinch  
 Preconstruction Manager

**Pulice Construction**  
[mtinch@FDcorp.com](mailto:mtinch@FDcorp.com)

**Preconstruction Services**

Pre-Con Manager – Matt Tinch  
 Project Manager – Jeff Gergal  
 Project Engineer – Sujay More  
 General Superintendent – Jack Matheny  
 Cost Estimator – Matt Lavis  
 Cost Estimator – Ernest Maestas  
 Cost Estimator – Stacy Cook  
 Project Administrator – Maria Deleon  
 Scheduler – Hakeem Tajani



## Preconstruction Cost Proposal

Firm Name: Pulice Construction, Inc.  
 Contract Number: 1092 CMAR Preconstruction Services  
 Project Name: Taxiway Golf Realignment/Reconstruction Phase 1

### Estimated Labor Cost (Base Rates)

Labor Classification		Hours	Hourly Rate	Labor Cost
Pre-Con Manager		103.5	\$ 110.32	\$ 11,418.12
Project Manager		100	\$ 91.08	\$ 9,108.00
Project Engineer-SR.		59	\$ 64.86	\$ 3,826.74
General Superintendent		32	\$ 75.88	\$ 2,428.16
Cost Estimator-SR.		86	\$ 82.96	\$ 7,134.56
Cost Estimator		126.5	\$ 64.90	\$ 8,209.85
Project Administrator		11	\$ 47.64	\$ 524.04
Scheduler		20	\$ 85.82	\$ 1,716.40
	<b>Estimated Labor Hours</b>	<b>538</b>	<b>Estimated Labor Cost</b>	<b>\$ 44,365.87</b>

### Estimated Direct Expenses (Base Rates)

Type of Direct Expense		Qty	Rate	Total
Vehicles	Vehicle Costs	507	\$ 9.00	\$ 4,563.00
Admin Supplies	11X17 B/W	0	\$ 0.08	\$ -
Admin Supplies	11X17 Color	0	\$ 0.96	\$ -
Admin Supplies	Large Format Roll Plots	0	\$ 8.00	\$ -
			<b>Total Estimated Expenses</b>	<b>\$ 4,563.00</b>

8660 E Hartford Dr  
 Ste 305  
 Scottsdale, AZ 85255

D 602-944-2241  
 C 940-367-9844

**Subcontractor/Sub consultant(s)**

Name of Firm	DBE Status and Certification Number	Total
Potholing	Utility location	\$ 2,166.12
<b>Total Subcontractor/ Subconsultant(s) Costs</b>		<b>\$ 2,166.12</b>

Subtotal	<b>\$ 51,094.99</b>
Overhead @5.8%	\$ 2,963.51
Subtotal	<b>\$ 54,058.50</b>
Profit @ 3%	\$ 1,621.75
Total Cost	<b>\$ 55,680.25</b>

**EXHIBIT B – SUBMITTAL REQUIREMENTS FOR GMP PROPOSAL**

1. Unless otherwise instructed, CMAR shall submit three (3) bound copies of any GMP Proposal(s) that include the following documents, comply with the requirements specified in this Contract, and follow the instructions. The GMP Proposal(s) shall be organized as follows:
  - A. Table of Contents
  - B. Project Description
  - C. GMP Proposal and the following attachments:
    - 1) Detailed Cost Estimate upon which the GMP is based, and if for phased work, a total project Detailed Cost Estimate as of the time of the phased GMP Proposal.
    - 2) List of Subcontractors
    - 3) Schedule of Manufacturers and Suppliers
  - D. Schedule of Values (“SOV”)
  - E. Project Schedule and a variance report to the Baseline Project Schedule
  - F. Construction phasing/traffic control (if applicable)
  - G. List of GMP Plans and Specifications
2. A summary breakdown of the GMP Proposal is shown on page 2 of this Exhibit, along with instructions regarding certain line items. The definitions included in Article 2.2 apply to the line items, as appropriate, and set forth the criteria to be used by CMAR in providing the requested breakdown.
3. The most current version of CMAR’s SOV shall be submitted with the GMP Proposal. Supporting documents for the SOV, including the request for bids, copies of bids received, and clarification assumptions used for the particular bid item listed, must be provided in an organized manner that correlates with the SOV.
4. The final accepted GMP shall not include any clarifications/assumptions made by CMAR in the preparation of the GMP Proposal, unless any such clarification or assumption is agreed to in writing by MGAA.
5. The most current version of CMAR’s Detailed Project Schedule shall be submitted with the GMP Proposal with a variance report from the project’s Baseline Schedule. The Detailed Project Schedule shall be prepared as specified in this Contract.
6. A table listing all drawing sheets included in the GMP Plans and Specification shall be included with the GMP package. The table shall include the following information: Sheet Number, Sheet Name, Sheet Version, and Date of Issuance. The GMP Proposal and Specifications, as defined, shall be transmitted as specified in this Contract.

**NOTE:** The submittal package must be kept as simple as possible, all on 8½x11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

**EXHIBIT C – COMPLIANCE WITH MGAA PUBLISHED RULES AND REGULATIONS AND MINIMUM STANDARDS**

CMAR agrees to comply with Mesa Gateway Airport Authority'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 D – CMAR’S KEY PERSONNEL**

**See Following Pages**

# D. KEY PROJECT TEAM EXPERIENCE & QUALIFICATIONS

## 1. TEAM MEMBER'S FIRM POSITION & 2. KEY PERSONNEL PROJECT ROLE AND BENEFIT

Our experience in delivering CMAR projects enables us to confidently identify the key positions required to deliver the Project successfully.

Our proposed Key Personnel have a proven record of delivering complex horizontal infrastructure projects across Arizona, including taxiway/runway realignment and reconstruction on active airfields while coordinating and supporting airport operations. Each team member listed provides hands-on experience with scopes directly relevant to this Project, including active airport operations experience.

This experience is inclusive of comparable, project-specific elements such as PCCP runway/taxiway construction; CMAR contract delivery; FAA Advisory Circulars; and working closely with airport user groups.

Each key individual highlighted brings the expertise needed for successful project completion.



**JEFF GERGAL**  
Project Manager

### PROJECT ROLE & EXPERTISE

Jeff brings more than 40 years of experience, including leadership on multiple Mesa Gateway Airport projects, providing the team with the capability needed to meet stakeholder expectations and deliver timely, cost-effective solutions.

He will oversee project delivery from preconstruction through execution, ensuring resources, scope, schedule, and quality remain aligned with MGAA's objectives and industry standards.

His portfolio includes major Phoenix-area and airfield programs such as the Mesa Gateway Runway 12R-30L Rehabilitation, Taxiway K and RIM Improvements, and the Alpha Apron IV project.

### BENEFITS TO THE TEAM

Jeff will deliver value to MGAA through technical airfield expertise, proactive risk management, and stakeholder coordination, ensuring FAA compliance, optimized phasing, reduced operational impacts, and controlled costs.

### CERTIFICATIONS & APPLICABLE EXPERTISE

- » BS Construction Management
- » OSHA 30-Hour
- » HAZWOPR Training CA Heat & Illness Training
- » First Aid & CPR Certified



**SUJAY MORE**  
Project Engineer

### PROJECT ROLE & EXPERTISE

Sujay is a successful Project Engineer specializing in airport construction, ensuring successful project delivery through meticulous planning, coordination, and technical oversight.

His expertise in active airfield environments will enable effective stakeholder collaboration, management of airside constraints, and strict compliance with safety and phasing requirements.

Leveraging modern construction practices, Sujay drives efficient coordination, accurate reporting, and timely issue resolution for optimal outcomes.

### BENEFITS TO THE TEAMS

Sujay brings value through precise quantity tracking, and schedule support, improving constructability, coordination, and information flow while ensuring compliance and execution in active airfields.

### CERTIFICATIONS & APPLICABLE EXPERTISE

- » MS, Construction Management & Technology
- » BArch



**JACK MATHENY**  
General  
Superintendent

## PROJECT ROLE & EXPERTISE

Jack brings nearly 30 years of field supervision experience, providing steady leadership with a strong focus on safety, quality, and efficient, on-time delivery.

As Superintendent, he has managed heavy civil infrastructure projects across Arizona, overseeing airfield work involving grading, drainage, utilities, traffic control, and daily field operations.

He has led award-winning airport and roadway projects, including Alpha Apron IV, Taxiway C Extension, and McKellips Road, leveraging strong subcontractor relationships and deep expertise in phased construction to deliver complex projects efficiently and in full compliance with MOT requirements.

## BENEFITS TO THE TEAM

Jack provides proven leadership in field operations, phased construction, and safety management, ensuring MGAA efficient scheduling and subcontractor coordination.

## CERTIFICATIONS & APPLICABLE EXPERTISE

- » OSHA 30-Hour
- » First Aid & CPR Certified



**MATT TINCH**  
Preconstruction  
Manager

## PROJECT ROLE & EXPERTISE

Matt brings 19 years of industry experience that will foster a collaborative environment through direct coordination with MGAA and all project partners.

As a seasoned Preconstruction Manager, he has delivered airport, transportation, municipal, and development projects with precision, using lessons learned to drive alignment among owners, designers, and subcontractors.

His expertise in preconstruction and operations will provides MGAA with cost certainty, constructability solutions, and proactive risk mitigation, resulting in a streamlined schedule, fewer change orders, and a successful project that reflects MGAA's vision.

## BENEFITS TO THE TEAM

Matt brings proven leadership in preconstruction and operations, offering innovative constructability solutions and stakeholder coordination while driving efficiency and safety.

## CERTIFICATIONS & APPLICABLE EXPERTISE

- » BBA in Management
- » DBIA PDB Done Right
- » OSHA 30-Hour
- » ARTBA Project Management Academy



AZA 12R-31L Reconstruction (GMP1) Project Lime Treated Subgrade



Mesa Gateway Airport Authority  
5835 S Sossaman Road  
Mesa, Arizona 85212-6014  
[www.gatewayairport.com](http://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:** December 2025 Financials  
**Date:** February 17, 2026

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Attached is the monthly Financials Report for December 2025.

Mesa Gateway Airport Authority  
AIRPORT - All Operations P&L  
December, 2025

	Month of December 2025				Y-T-D as of December 2025			
	December FY25 Actual	December FY26 Actual	YOY Variance	B/(W)	YTD FY25 Actual	YTD FY26 Actual	Y-T-D Variance	B/(W)
Aeronautical Operating Revenues								
Aircraft Parking	27,356	51,014	23,657	86%	199,093	330,072	130,979	66%
Fuel Flowage Fees	43,669	82,356	38,688	89%	288,676	414,748	126,072	44%
Landing Fees	166,024	202,057	36,033	22%	813,703	1,000,995	187,292	23%
Lease Income Aero	399,159	389,437	(9,722)	-2%	2,221,555	2,459,455	237,900	11%
Fuel Sales	739,120	1,536,990	797,870	108%	4,313,884	7,443,382	3,129,498	73%
Services Sold - Aero	427,664	577,903	150,239	35%	2,594,586	2,812,590	218,004	8%
Sub-total Aero Operating Revenues	1,802,992	2,839,757	1,036,765	58%	10,431,497	14,461,242	4,029,745	39%
Non-Aeronautical Operating Revenues								
Concessions	136,409	122,324	(14,085)	-10%	696,318	691,134	(5,185)	-1%
Lease Income Non-Aero	109,813	142,425	32,612	30%	683,488	796,428	112,939	17%
Parking	569,715	561,891	(7,823)	-1%	2,932,770	3,073,519	140,749	5%
Rental Car Fees	270,167	268,329	(1,839)	-1%	1,242,657	1,254,787	12,131	1%
Svcs Sold - Non Aero	1,454	1,761	306	21%	33,583	67,895	34,311	102%
Sub-total Non-Aero Operating Revenues	1,087,558	1,096,730	9,172	1%	5,588,816	5,883,763	294,947	5%
Total Operating Revenues	<b>2,890,550</b>	<b>3,936,487</b>	<b>1,045,937</b>	<b>36%</b>	<b>16,020,313</b>	<b>20,345,005</b>	<b>4,324,692</b>	<b>27%</b>
Operating Expenses								
Cost of Goods Sold	465,752	1,164,577	(698,824)	-150%	2,747,169	5,605,704	(2,858,536)	-104%
Personnel	1,440,598	1,482,449	(41,851)	-3%	5,920,360	6,137,995	(217,635)	-4%
Comm & Utilities	77,720	82,511	(4,791)	-6%	654,824	682,654	(27,830)	-4%
Contractual Services	601,068	634,214	(33,146)	-6%	3,665,613	3,925,744	(260,131)	-7%
Insurance	67,772	51,305	16,467	24%	356,921	323,759	33,162	9%
Other	28,881	16,382	12,499	43%	149,074	147,722	1,352	1%
Repair & Maintenance	41,535	96,394	(54,859)	-132%	324,881	372,928	(48,047)	-15%
Supplies & Materials	67,588	79,768	(12,180)	-18%	404,567	447,862	(43,295)	-11%
Air Service Incentives [2,000,000]	-	-	-	0%	-	-	-	0%
Operating Contingency [3,042,018]	-	-	-	0%	-	-	-	0%
Total Operating Expenses	2,790,914	3,607,600	(816,686)	-29%	14,223,408	17,644,369	(3,420,961)	-24%
Operating Income (Loss) Before Depreciation	99,636	328,887	229,251	230%	1,796,905	2,700,636	903,731	50%
	3.4%	8.4%			11.2%	13.3%		

Depreciation

1,435,871

8,613,831



Mesa Gateway Airport Authority  
5835 S Sossaman Road  
Mesa, Arizona 85212-6014  
[www.gatewayairport.com](http://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:** February 17, 2026

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This report is to provide notification of the active and upcoming solicitations to help ensure compliance with the Mesa Gateway Airport Authority procurement transparency clause. The active activities include the following:

### Active/Pending Solicitations

Type Solicitation	Number	Title	Anticipated Contract Award (Board Action)
Invitation for Bid	2026-003-IFB	Baggage Tractor	February 2026
Request for Qualifications	2026-005-RFQ	CMAR for Taxiway Golf Realignment/Reconstruction	February 2026

### Future Solicitations

Type Solicitation	Number	Title	Scheduled for Release	Anticipated Contract Award (Board Action)
Request for Proposals	2026-006-RFP	Insurance Broker Services (Health & Welfare)	February 2026	May 2026

### Equipment Disposals

Fiscal year totals from sales of decommissioned / nonworking equipment total \$34,557.

If you have any questions about the solicitations or the procurement process, please feel free to contact me at 480-988-7613.