Notice of Meeting Cancellation

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the public that the Regular Meeting of the Phoenix-Mesa Gateway Airport Authority Board of Directors scheduled for Tuesday, January 21, 2020, has been cancelled.

The next Regular Meeting of the Phoenix-Mesa Gateway Airport Authority Board of Directors is scheduled for Tuesday, February 18, 2020 at 9:00 a.m. in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. 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).

DATED this 7th day of January, 2020.

I Misty Johnson, do hereby certify that I caused to be posted this 7th day of January, 2020, the Notice of Cancellation of the 1/21/2020 Phoenix-Mesa Gateway Airport Authority Board of Directors Meeting in the following places: 1) www.gatewayairport.com; 2) Gateway Administration Building.

Misty Johnson, Interim Clerk of the Board
NOTICE AND AGENDA OF MEETING OF THE
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Phoenix-Mesa Gateway Airport Authority and to the public that the Phoenix-Mesa Gateway Airport Authority will hold a meeting open to the public on Tuesday, February 18, 2020 beginning at 9:00 a.m. in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. 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 Robert Stone, Chair)
   Members of the Phoenix-Mesa Gateway Airport Authority will attend either in person or by telephone conference call.

2. Pledge of Allegiance.

3. 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.

4. Executive Director’s Report. - J. Brian O’Neill, A.A.E., Executive Director/CEO

5. Presentations.
   a) 2020 Strategic Business Plan Update. – J. Brian O’Neill, A.A.E., Executive Director/CEO
   b) FY21 Budget. – Chuck Odom, Chief Financial Officer

6. Consent Agenda.
   a) Minutes of the Board Meeting held on December 17, 2019.
   b) Resolution No. 20-01 – To appoint Misty Johnson as Clerk of the Board of Directors.
   c) Resolution No. 20-02 - Authorizing the procurement of desktop computers and servers from Dell Marketing, L.P. (Dell) in an amount not-to-exceed $66,000.
   e) Resolution No. 20-04 – Authorizing a contract with Premier Engineering Corporation for Quality Assurance testing Services for the Ellsworth Channel Relocation Construction for a total cost not-to-exceed $94,338 under CIP 950.
   f) Resolution No. 20-05 – Authorizing a land lease with IWA Holdings, LLC for lot 21A, consisting of approximately 1.3 acres. The lease term is twenty-nine (29) years and three (3) months, commencing on March 1, 2020, payable at a monthly rate of $2,621.96.
g) Resolution No. 20-06 – Authorizing a ground transportation license agreement with AAA Cab Service, Inc. for taxicab service at the Charles L. Williams Passenger Terminal.

Consideration and Possible Approval of:

7. Resolution No. 20-07 – Authorizing entering into a Reimbursable Agreement with the Federal Aviation Administration (FAA) for design review, equipment and construction administration for the new Air Traffic Control Tower (ATCT) and funding up to $796,507.20 with $217,267.28 paid in FY20 for Phases I and II. Remaining payments will occur in FY21 for Phases III and IV.

8. Board Member Comments/Announcements.

9. Next Meeting: Tuesday, March 17, 2020 at 9:00 a.m.

10. Adjournment.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Misty Johnson at 480-988-7607 or mrjohnson@gatewayairport.com. Requests should be made as early as possible to allow time to arrange the accommodation.
Two thousand and nineteen was a year of great progress and accomplishment at Phoenix-Mesa Gateway Airport (Airport, Gateway Airport). The Airport was honored to be recognized as the 2019 Arizona Airport of the Year by the Arizona Department of Transportation (ADOT), and proud to set numerous activity records as commercial air carriers added new nonstop destinations, increased frequency, and upsized the aircraft serving greater Phoenix. Gateway Aviation Services, our Airport-run Fixed Base Operator (FBO), delivered a record amount of aviation fuel and provided exceptional service to a growing number of corporate, military, and general aviation customers.

Below is a brief summary (not all inclusive) of Gateway Airport’s accomplishments during the year.

**Finance and Information Technology**

- Implemented final phases of a comprehensive Enterprise Resource Planning (ERP) System that included core financial systems, payroll, human resources, contract management, inventory control, and aviation fuel dispensing controls.
- Completed annual external audit without any findings.
- Developed and unveiled new multi-functional external Airport website.

**Business Development**

- Completed Request for Qualifications (RFQ) process and selected new food/beverage and retail concessionaires, resulting in 4,000 SF of new terminal concession space and eight exciting new brand concepts.
• Finalized several new private development ground leases resulting in approximately 500,000 SF of new Airport construction and significant revenue enhancement.
• Uber signed a License Agreement to operate at the Airport.
• Hosted two successful tenant relationship building events.

**Human Resources**

• Negotiated new employee benefit plan to coincide with calendar year instead of fiscal year.
• Updated all organization job descriptions and implemented recommendations from salary survey.
• Completed organizational regulatory training and increased other training opportunities for employees.
• Enhanced Employee Health and Wellness Program.

**Gateway Aviation Services (FBO)**

• Completed Request for Proposals (RFP) process and selected a new aviation fuel provider.
• Completed several Fuel Farm safety improvement projects.
• Delivered more than two million gallons of aviation fuel in a single month for the first time.
• Completed significant renovations to the Gateway Aviation Services facility, including lobby remodel, pilot lounge/flight planning improvements, and reconstruction of airside and landside entrances.

**Engineering and Facilities**

• Completed two checked baggage delivery system capacity enhancement projects in commercial passenger terminal.
• Constructed final phase of Taxiway Charlie, improving safety and efficiency of airfield.
• Replaced obsolete and expensive ramp lighting with more efficient and cost-effective LED lighting.
• Increased the number of electronic device charging stations in passenger terminal gate area.
• Installed more than 150 shade canopies in rental car parking lot.
• Completed Airport Master Plan Update; a blueprint for development and improvement for the next 10- and 20-year planning horizons.
• Installed two large format variable information message signs on Ray Road.
• Airport Land Use Compatibility Plan zoning overlay adopted by Town of Gilbert.

**Operations and Maintenance**

• Successfully completed Triennial Full-Scale Emergency Preparedness Exercise.
• Completed 579 airfield pavement, lighting, and signage repairs and replacements, and repainted approximately 20 miles of runway centerlines and taxiway markings.
• Created 200 covered parking spaces in Ray Road Economy Parking Lot.
• Negotiated new Law Enforcement and Aircraft Rescue and Firefighting Agreements with the City of Mesa.

**Community and Government Relations**

- Hosted eight in-terminal events including Best Year Ever!, 25th Birthday Bash, Inaugural Flight Celebrations, and the NYE Allegiant Alliance Trip Giveaway.
- Shared more than 350 social media posts with a growing number of Airport followers.
- Expansion of the successful Allegiant Alliance Marketing Collaborative Program.
- Provided approximately 50 Airport tours and Airport presentations to civic, business, and educational organizations across the region.
- Received and responded to 325 community noise calls from 88 areas callers.
- Gateway Airport was prominently featured in 730 local, regional, and national news stories.

Credit for the Airport’s continued success in 2019 belongs to the Phoenix-Mesa Gateway Airport Authority Board of Directors for their vision and leadership, a talented team of dedicated and professional Airport staff, committed Airport partners and tenants, Arizona Department of Transportation (ADOT), and the Federal Aviation Administration (FAA) and other federal agencies. Thank you all for your continued support. Let’s make 2020 a great year for Gateway Airport!

**Financial Snapshot**

<table>
<thead>
<tr>
<th>OPERATING INCOME</th>
<th>December FY19</th>
<th>December FY20</th>
<th>Month Variance</th>
<th>FYTD Comparison FY19</th>
<th>FYTD Comparison FY20</th>
<th>FYTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>$1,839,586</td>
<td>$1,990,669</td>
<td>$151,083</td>
<td>$11,083,703</td>
<td>$12,055,257</td>
<td>$971,554</td>
</tr>
<tr>
<td>Less Expenses</td>
<td>$1,719,149</td>
<td>$1,776,411</td>
<td>$57,262</td>
<td>$10,120,504</td>
<td>$10,459,716</td>
<td>$339,212</td>
</tr>
<tr>
<td>Operating Income (before depreciation)</td>
<td>$120,437</td>
<td><strong>$214,258</strong></td>
<td><strong>$93,821</strong></td>
<td><strong>$963,199</strong></td>
<td><strong>$1,595,541</strong></td>
<td><strong>$632,342</strong></td>
</tr>
</tbody>
</table>

**Investment Fund Balances:** As of December: Local Governmental Investment Pool (LGIP) 700 = $18,784,685; Wells Fargo; Collateralized Money Market = $13,213,019 and Collateralized CD’s = $4,018,279; Total $36,015,082. The month-over-month increase is attributable to investment earnings of $64,822.

**Finance and Accounting**

Phoenix-Mesa Gateway Airport Authority (PMGAA) reported strong financials for December 2019, with a Net Operating Income of $214,258. For Fiscal Year to Date 2020 (FYTD20), PMGAA is reporting a Net Operating Income of $1,595,541, a $632,342 increase over operating results for the same time period last fiscal year.

Increases in both aeronautical and non-aeronautical revenue during FY20, and tight control of expenditures, contributed to the impressive operating results.
Grants, PFCs & Procurements

Active/Pending Solicitations

<table>
<thead>
<tr>
<th>TYPE OF SOLICITATION</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2020-003-RFP</td>
<td>Terminal Advertising Concessions</td>
<td>April 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2020-016-RFP</td>
<td>Auditor Services</td>
<td>April 2020</td>
</tr>
</tbody>
</table>

Future Solicitations

<table>
<thead>
<tr>
<th>TYPE OF SOLICITATION</th>
<th>Number</th>
<th>Title</th>
<th>Schedule for Release</th>
<th>Anticipated Contract Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Qualifications</td>
<td>2020-017-RFQ</td>
<td>Air Service Development</td>
<td>February 2020</td>
<td>April 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2020-021-RFP</td>
<td>Motor Vehicle Towing</td>
<td>March 2020</td>
<td>May 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2020-022-RFP</td>
<td>Janitorial Services</td>
<td>March 2020</td>
<td>June 2020</td>
</tr>
</tbody>
</table>

Airport Operations

The busy 2019-2020 holiday travel season was an overwhelming success at Gateway Airport. PMGAA was well prepared to provide a Just Plane Easy® travel experience for the record number of passengers using the Airport from Thanksgiving through the New Year. Airport parking was up 30% during the month of December 2019 compared to last year.

Operations Statistics

<table>
<thead>
<tr>
<th>PASSENGER COUNTS</th>
<th>December FY19</th>
<th>FY20</th>
<th>% Change</th>
<th>FYTD FY19</th>
<th>FY20</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passengers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>142,667</td>
<td>171,189</td>
<td>20%</td>
<td>732,919</td>
<td>805,651</td>
<td>10%</td>
</tr>
<tr>
<td>Deplaned</td>
<td>72,544</td>
<td>86,607</td>
<td>19%</td>
<td>373,965</td>
<td>410,636</td>
<td>10%</td>
</tr>
<tr>
<td>Enplaned</td>
<td>70,123</td>
<td>84,582</td>
<td>21%</td>
<td>358,954</td>
<td>395,015</td>
<td>10%</td>
</tr>
<tr>
<td>Allegiant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled</td>
<td>137,451</td>
<td>165,437</td>
<td>20%</td>
<td>722,940</td>
<td>792,981</td>
<td>10%</td>
</tr>
<tr>
<td>Charter</td>
<td>0</td>
<td>809</td>
<td>100%</td>
<td>151</td>
<td>809</td>
<td>436%</td>
</tr>
<tr>
<td>WestJet</td>
<td>1,553</td>
<td>1,809</td>
<td>16%</td>
<td>3,520</td>
<td>3,604</td>
<td>2%</td>
</tr>
<tr>
<td>Swoop</td>
<td>1,651</td>
<td>3,895</td>
<td>136%</td>
<td>3738</td>
<td>8,426</td>
<td>125%</td>
</tr>
<tr>
<td>Elite</td>
<td>50</td>
<td>48</td>
<td>-4%</td>
<td>565</td>
<td>640</td>
<td>13%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATIONS</th>
<th>December FY19</th>
<th>FY20</th>
<th>% Change</th>
<th>FYTD FY19</th>
<th>FY20</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Carrier</td>
<td>1,105</td>
<td>1,250</td>
<td>13%</td>
<td>5,769</td>
<td>6,113</td>
<td>6%</td>
</tr>
<tr>
<td>Military</td>
<td>240</td>
<td>273</td>
<td>14%</td>
<td>2,481</td>
<td>1,553</td>
<td>-37%</td>
</tr>
<tr>
<td>General Aviation</td>
<td>21,200</td>
<td>16,680</td>
<td>-21%</td>
<td>133,466</td>
<td>141,725</td>
<td>6%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>22,545</td>
<td>18,203</td>
<td>-19%</td>
<td>141,716</td>
<td>149,391</td>
<td>5%</td>
</tr>
</tbody>
</table>
Engineering & Facilities

The placement of concrete continues on the Taxiway Kilo Runway Incursion Mitigation (RIM) Project. This important airfield project is designed to correct existing taxiway geometry that does not meet current FAA standards, improve safety and efficiency, and increase the strength of the taxiway pavement. Airport projects such as this create dozens of high paying construction jobs and promote additional economic activity across the region. It takes a significant effort to maintain and improve three 10,000-foot runways, miles of taxiways, and millions of cubic feet of concrete. PMGAA appreciates the dedicated team of operations and maintenance professionals that works hard to keep Gateway Airport’s airfield in top condition.

Community Noise Report

PMGAA received aircraft noise calls from 17 area residents during December 2019, compared to nine callers last December. PMGAA appreciates the continued understanding and positive comments from area residents while Runway 30L-12R remains closed and the temporary arrival and departure flight pattern modifications remain in effect. The project is scheduled to be completed at the end of March and flight activity will return to normal with the reopening of the runway.

<table>
<thead>
<tr>
<th>CALLERS</th>
<th>December</th>
<th>FYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Total</td>
<td>9</td>
<td>17</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AIRCRAFT TYPE</th>
<th>December</th>
<th>FYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Commercial</td>
<td>3</td>
<td>11</td>
</tr>
<tr>
<td>GA Total</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>Helicopter</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Military</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>9</td>
<td>17</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>December</th>
<th>FYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Mesa</td>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td>Gilbert</td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td>Gold Canyon</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Queen Creek</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Queen Valley</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>San Tan Valley</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Apache Junction</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>9</td>
<td>17</td>
</tr>
</tbody>
</table>
Gateway Aviation Services

During the month of December, Gateway Aviation Services delivered more than 1.7 million gallons of aviation fuel, a 15% increase compared to last December. This record achievement was primarily due to increased activity by Allegiant, Swoop, and WestJet.

For Calendar Year 2019, Gateway Aviation Services delivered more than 19 million gallons of aviation fuel, a 15% increase over 2018 and the most fuel ever delivered in a single year. PMGAA would like to recognize the Gateway Aviation Services team members who were outside fueling aircraft in all types of weather every day of the year. Great job to all of you!

<table>
<thead>
<tr>
<th>FUEL (Gallons)</th>
<th>December</th>
<th>FYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Retail (Jet)</td>
<td>51,695</td>
<td>36,158</td>
</tr>
<tr>
<td>AvGas</td>
<td>46,922</td>
<td>53,762</td>
</tr>
<tr>
<td>Contract</td>
<td>341,101</td>
<td>301,484</td>
</tr>
<tr>
<td>Commercial</td>
<td>1,065,823</td>
<td>1,345,091</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,505,541</td>
<td>1,736,495</td>
</tr>
</tbody>
</table>

Business Development

PMGAA staff, City of Mesa officials, and SkyBridge Arizona representatives hosted Mexican Senator Jorge Ramirez Marin, the Vice President of the Mexican Senate, at Gateway Airport to learn more about the region, the Airport, and its exciting 360-acre master development project SkyBridge Arizona. The Senator also learned about the many benefits of the Unified Cargo Processing (UCP) Program and how Mexican consumers and American manufacturers can benefit from this new bilateral trade program. The UCP program has garnered widespread support from both the United States and Mexican Governments.

Marketing and Community Relations

The Phoenix West Valley has discovered that getting to Gateway Airport is now easier than ever before with the opening of the 202 South Mountain Loop. The new freeway provides an alternate, more direct route between West Valley Cities and the Airport that avoids downtown Phoenix traffic congestion. The Airport has an ongoing marketing campaign to make sure prospective air travelers understand the convenience of using Gateway Airport.
OCT. 1, 2020 DEADLINE!

Don’t wait until it’s too late. Get your Real ID compliant Arizona driver’s license TODAY!
FISCAL YEAR 2021 BUDGET
Key Assumptions

1. Member contributions for FY21 will continue to fund capital improvements.

2. Enplaning passenger activity will increase by 41,276 or 5% to 877,065.

3. Fuel sales will be up by $926k; Volume $764k and Price $162k.

4. Non-Aero Income will be up 10% – New Concessions

5. Air-Service Incentive Program carries over from previous fiscal year.

6. Operating Contingency is 10% of total expenses from unrestricted cash reserve.
## FY21 Operating Budget Revenue

### Operating Revenue

<table>
<thead>
<tr>
<th></th>
<th>FY20 Budget</th>
<th>FY21 Budget</th>
<th>Difference</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aeronautical</td>
<td>$16,304,039</td>
<td>$16,609,015</td>
<td>$304,977</td>
<td>2%</td>
</tr>
<tr>
<td>Non-Aeronautical</td>
<td>$7,681,715</td>
<td>$8,424,515</td>
<td>$742,800</td>
<td>10%</td>
</tr>
<tr>
<td>Total Operating Revenue</td>
<td>$23,985,754</td>
<td>$25,033,530</td>
<td>$1,047,777</td>
<td>4%</td>
</tr>
</tbody>
</table>

Aero, $16,609,015, 66%

Non-Aero, $8,424,515, 34%
FY21 Aero Operating Revenue Budget $16.6M

- Fuel Sales $7,054,558, 43%
- Airport Parking $235,409, 1%
- Fuel Flowage Fees $716,660, 4%
- Landing Fees $1,269,948, 8%
- Lease Income $2,513,700, 15%
- Svces Sold $4,818,740, 29%
FY21 Non-Aero Revenue Budget $8.4M

- Parking & Grd Trans: $3,880,955, 46%
- Rental Car: $2,187,000, 26%
- Concessions: $988,900, 12%
- Svces Sold: $162,326, 2%
- Lease Income: $1,205,334, 14%
FY21 Expense Budget $24.6M

- Compensation & Benefits: $9,384,935 (38%)
- Costs of Goods Sold: $4,459,955 (18%)
- Contractual Services: $5,860,383 (24%)
- Communications & Utilities: $949,911 (4%)
- Supplies & Materials: $961,389 (4%)
- Repair & Maintenance: $1,624,050 (7%)
- Insurance: $518,481 (2%)
- Other: $876,148 (3%)
## FY21 Operating Budget Adjusted Expenses

<table>
<thead>
<tr>
<th>FY20 Budget</th>
<th>FY21 Budget</th>
<th>Difference</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Operating Expenses before Depreciation</td>
<td>$23,138,720</td>
<td>$24,635,253</td>
<td>$1,496,533</td>
</tr>
</tbody>
</table>

The following items are activity and contractual obligations, if they were held at FY20 levels, operating expenses would have only increased by 3.8%.

- Fire System Upgrades for Aging Buildings: (185,000)
- Police Protection increase: (123,978)
- Building 1085 demolition: (100,000)
- Gate Controllers Replacement: (100,000)
- Allegiant Non-Aero revenue sharing increase*: (85,314)
- Fire Protection increase: (18,272)

Adjustments for FY21 Expenses: (612,564)

| Adjusted Total Operating Expenses before Depreciation | $23,138,720 | $24,022,689 | $883,969 | 3.8% |

*Increased activity due to growth
<table>
<thead>
<tr>
<th>Department</th>
<th>FY20</th>
<th>FY21</th>
<th>Diff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>8.0</td>
<td>8.0</td>
<td>0</td>
</tr>
<tr>
<td>Business Dev</td>
<td>5.0</td>
<td>5.0</td>
<td>0</td>
</tr>
<tr>
<td>Comm Gov Relations</td>
<td>4.0</td>
<td>3.5</td>
<td>-.5 Full time filled with part-time</td>
</tr>
<tr>
<td>Executive Office</td>
<td>3.0</td>
<td>2.0</td>
<td>-1 Clerk to the Board combined with Exec Admin</td>
</tr>
<tr>
<td>Engineering</td>
<td>16.5</td>
<td>16.5</td>
<td>0</td>
</tr>
<tr>
<td>Fixed Base Operator</td>
<td>34.0</td>
<td>34.0</td>
<td>0</td>
</tr>
<tr>
<td>Human Resources</td>
<td>3.5</td>
<td>3.0</td>
<td>-.5 Temp assignment expired</td>
</tr>
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FY21 Operating Budget Summary

Total Operating Revenue $ 25,033,530
Total Operating Expenses (24,635,253)
Operating Income 398,277

Cash from Unrestricted Reserve $ 4,463,525
Potential Air Incentive (2,000,000)
10% Contingency (2,463,525)

Total Budgeted Operating Expense Capacity $ (29,098,778)
FY21 Capital Budget Summary

FY21 Capital Budget $58,175,392

Carry Overs from FY20 11,655,000

FY21 Capital Contingency $1,000,000

$70,830,392
## FY21 Debt Service Budget

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<td>FY21 Debt Service Payment</td>
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FY21 Operating, Capital, and Debt Service Budget
Combined Summary

- Total Operating Expense: $24,635,253
- Potential Air Incentive: 2,000,000
- 10% Contingency: 2,463,525
- FY21 Capital Budget: 58,175,392
- FY20 Carry Over Capital Projects: 11,655,000
- Capital/Maintenance Reserve: 1,000,000
- Debt Service Payment: 1,298,950
- Total Budget Operating and Capital: $101,228,120
FY21 Capital Improvement Program Funding Summary

- FAA Grants: $47,339,486
- Member Contribution: 4,060,000
- PMGAA Cash Reserves: 3,397,081
- ADOT: 3,043,825
- PFC’s: 285,000
- Contract Funding: 50,000

Total: $58,175,392
FY20 Capital Carry Over Funding Sources

PFC $6,000,000
FAA Grants 2,822,860
ADOT 1,488,570
PMGAA Cash Reserves 1,343,570

$11,655,000
Comments or Questions
A public meeting of the Phoenix-Mesa Gateway Airport Authority (PMGAA) was convened on Tuesday, December 17, 2019, 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 Robert Stone, Gila River Indian Community
Councilmember Jeff Brown, Queen Creek
Councilwoman Thelda Williams, Phoenix (via telephone)
Mayor John Giles, Mesa*
Councilmember Jordan Ray, Gilbert (via telephone until 9:20)
Councilmember Robin Barker, Apache Junction

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

* Neither present nor represented

Guests Present
Jarrett Moore, Kimley-Horn
Duane Dana, Dibble Engineering
Ken Snyder, Dibble Engineering
Rob Bohr, Town of Gilbert
Tammy Martelle, Kimley-Horn
Terry Reiben, Himovitz Properties
David Sperling, C&S Companies
John Cox, Garver
Ken Halverson, Jetstrip
Brian Howard, CEI
Lori Collins, City of Mesa
Nicole Snyder, Johnson Carlier
Monica D’Ortenzio, City of Gilbert
Fred Himovitz, HPI
Steve Reeder, Kimley-Horn

1. Call to Order at 9:04 a.m. (Lt. Governor Robert Stone)

2. Pledge of Allegiance.

3. Call to the Public.
There were no public comments.

4. Executive Director’s Report. - J. Brian O’Neill, A.A.E., Executive Director/CEO
Executive Director O’Neill provided a briefing on PMGAA financial performance, passenger activity, the community noise report, and various PMGAA projects. Fiscal Year-to-Date (FYTD) Net Operating Income is $1,310,144.

- Air Service Update – Swoop’s nonstop service to Winnipeg, Canada started on Sunday, December 15th. PMGAA staff were on hand to celebrate and welcome the first flight with lots of food and promotional giveaways. On Friday, December 13th, a delegation from McAllen, TX that included the City Manager, airport staff, and travel and tourism representatives visited Gateway Airport to discuss opportunities to cross-promote the new service on Allegiant. An advanced schedule from Allegiant shows a significant increase in flight activity during the popular March travel period. During the past two years, the Airport has improved facilities and infrastructure to meet the growing passenger
activity and remain the convenient alternative to larger hub airports. Great news, on December 10th Swoop announced they are converting their seasonal Edmonton, Canada service to year-round at Gateway Airport. This will be the first year-round Canadian service available at Phoenix-Mesa Gateway Airport (PMGA).

- The Air Traffic Control Tower (ATCT) project continues to move forward. The current tower was built in 1970. It is 70-feet too short, the cab is 225 SF too small and there are not enough controller positions. PMGAA has submitted the grant application to the FAA for constructing funding for the new Tower. This project is critical for ensuring the continued safe and efficient operation of the airport.

- Each year, PMGAA conducts a passenger satisfaction survey to receive feedback from customers on eight key metrics - directions, parking, check-in facilities, security screening, terminal seating, terminal cleanliness, baggage handling and customer service. The results of the 2019 survey show that improvements have been made in all eight categories. This marks the third year in a row of improvement in every category.

- Congressman Greg Stanton visited Gateway Airport on November 25th to learn more about the Airport and the SkyBridge Arizona project. Congressman Stanton is a strong advocate for the economic importance of the Airport and PMGAA appreciates his continued support.

- This week, Governor Ducey and the Arizona Department of Transportation (ADOT) celebrated the opening of the South Mountain 202 Freeway. This new freeway will dramatically increase connectivity between the Airport and the Phoenix West Valley. PMGAA is increasing marketing and publicity initiatives to create awareness that it is now easier than ever to get from the West Valley to take flights from Gateway Airport.

- In 2017, PMGAA, led by its Board of Directors, completed a Strategic Business Plan to help guide the organization. In January 2020, PMGAA management will again engage the Board of Directors to revisit the plan and verify that the established organizational goals are still relevant in today’s environment. Future steps in the evaluation process include work at the director level to set up objectives and the creation of tactical plans with specific performance measures at the department level.

- The Taxiway Kilo Reconstruction project is critically important to fix non-compliant geometry on the airfield. Phase II is underway with completion expected in March 2020. Phase III of the project will conclude in May 2020. A significant FAA AIP Discretionary Grant was received to allow completion of this project.

- There have been numerous private development projects approved at the Airport in recent months. On the north end of the airfield is a two-phase private development project that will construct 186,000-SF of leasable hangar space. Just down the runway from that is a 70,000-SF hangar and office complex project. On the south end of the airfield, site prep work has been completed for a 55,000-SF hangar. Able Aerospace services recently completed a 50,000-SF facility addition. SkyBridge Arizona has two projects under development, a 54,000-SF flex industrial building and an
82,200-SF hangar. The long-term lease revenue derived from these private development projects is critical to help fund future Airport projects.

- On October 1, 2020 a Real ID compliant driver’s license or a valid passport will be required to travel and to enter federal buildings. PMGAA has begun a year-long campaign in advance of the deadline to help educate Arizona residents on the importance of getting their Federally-compliant driver’s license.

Councilmember Jeff Brown asked two questions of Executive Director O’Neill.

1. With respect to the nine noise inquiries for the month and 34 for the year, were those all unique or were any repeat callers?

Those callers are nine unique callers for the month. They may have called multiple times during the month, but PMGAA wants to make sure their concerns are registered. We work with every caller to try and address their concerns.

2. Is the Airport working with Visit Mesa on efforts to recruit additional airlines, additional nonstop destinations, and additional passengers to our cities in the East Valley area?

Executive Director O’Neill stated that yes, as a member of the Visit Mesa Board of Directors we are working together to attract additional air service and passengers. Marc Garcia, Visit Mesa CEO, and his team are strong advocates of the airport and have been working cooperatively with Allegiant, WestJet and Swoop to bring more visitors to the Phoenix East Valley.

5. Presentation: Ellsworth Channel Relocation. – Robert Draper, Engineering and Facilities Director

- Mr. Draper gave an update on the significant project of relocating the Ellsworth Channel. The regional flood control facility called the Ellsworth Channel traverses the 700 acres of property on the eastside of the airport leaving 50 acres that are unable to be developed because it is land locked with no access to the northside of the property from Ray Road. In the consent agenda, the Board is being asked to consider awarding the construction project and awarding the construction administration support project.

6. Consent Agenda

a) Minutes of the Board Meeting held on November 19, 2019.

b) Resolution No. 19-66 Authorizing the purchase of parking lot pavement maintenance at 7255 E. Ray Road with ACE Asphalt for an amount not-to-exceed $63,143.75.

c) Resolution No. 19-67 Authorizing Professional Service Agreements for On-Call Engineering Services with Kimley-Horn & Associates and Dibble Engineering for various grant and non-grant projects.

d) Resolution No. 19-68 Authorizing the procurement of security cameras, equipment and installation from Convergint Technologies, LLC in an amount not-to-exceed $91,000.
Councilmember Jeff Brown moved to approve the Consent Agenda
Councilmember Robin Barker seconded the motion.
The motion was carried unanimously.

Consideration and Possible Approval of:

7. **Resolution No. 19-69** Authorizing a contract with Pulice Construction, Inc. (Pulice), for Construction Services, in an amount not-to-exceed $10,134,753.22 under CIP 950.
   
   Councilmember Robin Barker moved to approve Resolution No. 19-69
   Councilmember Jeff Brown seconded the motion.
   The motion was carried unanimously.

8. **Resolution No. 19-70** Authorizing a contract with Premier Engineering Corporation for Construction Administration Services for the Ellsworth Channel Relocation Construction for a total cost not-to-exceed $175,964 under CIP 950.

   Councilwoman Thelda Williams moved to approve Resolution No. 19-70
   Councilmember Robin Barker seconded the motion.
   The motion was carried unanimously.

9. **Resolution No. 19-71** Authorizing a First Amendment to the Terminal Concession Agreement with Kind Hospitality, Inc. to add approximately 120 square feet of storage space and 498 square feet of outdoor patio space. The base rental rate for the storage space is $33.00 per square foot.

   Councilmember Robin Barker moved to approve Resolution No. 19-71
   Councilwoman Thelda Williams seconded the motion.
   The motion was carried unanimously.

10. Board Member Comments/Announcements.
    Councilwoman Williams wished everyone a Merry Christmas.

11. **Next Meeting: Tuesday, January 21, 2019** at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona.

    The meeting adjourned at 9:39 a.m.

Dated this _____ day of ________________, 20____.

_________________________________________________________
Misty Johnson, Interim Clerk of the Board
Board Action Item

To: Board of Directors
From: J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Clerk of the PMGAA Board of Directors
Date: February 18, 2020

Proposed Motion
To appoint Misty Johnson as Clerk of the Board of Directors.

Narrative
Phoenix-Mesa Gateway Airport Authority bylaws enable the Board of Directors to appoint a Clerk of the Board. In August 2019, the Clerk of the Board resigned to accept another position outside of the Authority. Administrative Specialist Misty Johnson assumed duties and responsibilities as Clerk of the Board on an interim basis to allow for an evaluation of the various options available to fulfill the duties on a more permanent basis.

For the past six months, Misty has done an exceptional job as Interim Clerk of the Board. She has worked well with the PMGAA Board and staff to ensure a seamless continuation of Clerk of the Board responsibilities during a time of transition. She has also successfully completed her Notary Public credentialing.

Recommendation:
Staff recommends appointing Misty Johnson as Clerk of the Board.
RESOLUTION NO. 20-01

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

WHEREAS the Authority bylaws call for the Board of Directors to appoint a Clerk of the Board;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Phoenix-Mesa Gateway Airport Authority that the Board hereby appoints Misty Johnson as Clerk of the Board.

Passed and adopted by the Authority this 18th day of February, 2020.

________________________
Robert Stone, Chair

ATTEST:                                APPROVED AS TO FORM:

________________________
Misty Johnson, Interim Clerk of the Board                          Jill Casson Owen, Attorney
Board Action Item

RESOLUTION NO 20-02

To: Board of Directors
From: Doug Wirthgen, Information Technology Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Desktop Life Cycle Refresh
Date: February 18, 2020

Proposed Motion
To authorize the procurement of desktop computers and servers from Dell Marketing, L.P. (Dell) in an amount not-to-exceed $66,000.

Narrative
PMGAA’s Information Technology Services Department (ITS) ensures the Airport’s operation, compliance, and disaster recovery functionality relative to information technology industry standards. FY20 is slated to continue with prior fiscal years practice of desktop computer/server refresh replacement program per a pre-established schedule. Twenty-six (26) desktops and three (3) servers that support the Airport’s Common Use System, six (6) desktops for gate counters and twenty (20) desktops for ticket counters, are scheduled for replacement. As part of the strategic direction of the airport, increased attention and commitment is being placed on providing essential technology systems and services to ensure cost effective support operations.

As a qualified participant of the Arizona Department of Administration State Procurement Office (ADSPO), the Phoenix Mesa Gateway Airport Authority is able to procure goods and services under state contracts that have been competitively bid. The state has currently contracted with Dell for computer equipment, including desktop computers under Contract #ADSPO16-098163.

Fiscal Impact
This purchase was included in the FY20 budget and is funded under ITS Operating Budget, SM: Office Equipment.

Attachment(s)
Dell Quote Agreement to Use
Arizona State Contract ADSPO16-098163 available upon request
RESOLUTION NO. 20-02

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

WHEREAS the Authority desires to authorize the procurement of desktop computers and servers from Dell Marketing, L.P. (Dell) in an amount not-to-exceed $66,000;

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

The Board of Directors of the Authority hereby authorizes the procurement of desktop computers and servers from Dell Marketing, L.P. (Dell) in an amount not-to-exceed $66,000. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 18th day of February, 2020.

Robert Stone, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Interim Clerk of the Board
Jill Casson Owen, Attorney
Updated quote for CUSE servers

From: Dell (please do not reply) [mailto:automated_email@dell.com] On Behalf Of Dell Inc.
Sent: Monday, January 27, 2020 9:47 AM
To: Art Montoya <amontoya@gatewayairport.com>
Subject: Dell Computer - Saved Quote Information -1026933405346

You have saved an eQuote 1026933405346

An eQuote is now saved in your Dell Online Store.
This will be held for 30 days and will expire on 02/26/2020

Your eQuote has been sent to:
Emailed to: amontoya@phxmesagateway.org
            amontoya@phxmesagateway.org
            amontoya@phxmesagateway.org

To retrieve this eQuote
Login to Premier
Sign in to PHOENIX-MESA GATEWAY AIRPORT NASPO ValuePoint ADSPO16-098163 / WN01AGW
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**eQuote Subtotal** $40,139.85

Shipping* $0.00

Shipping Discount* $0.00

Tax* $3,050.77

Environmental Disposal Fee* $0.00

**eQuote Total* $43,190.62

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

**Note:** Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.

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**Premier Discount** $16,395.15

(Unit Price after discount: $13,379.95 ea.)

**$40,139.85**
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Shipping Discount* $0.00
Tax* $3,050.77
Environmental Disposal Fee* $0.00

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

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amontoya@phxmesagateway.org
amontoya@phxmesagateway.org

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Click on “Quotes” in the top menu bar and search for eQuote number 1029531498309

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Authorized Buyer Arturo Montoya
Notes/Comments
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Shipping Info
Arturo Montoya
6263 S Taxiway Cir
Mesa, AZ 85212-6399
(480) 988-7600
eQuote Summary

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| Environmental Disposal Fee* | $0.00      |

| eQuote Total*               | $20,791.49 |

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Note: Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.

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(Unit Price after discount: $721.00 ea.)

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*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect. 

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Subscription Customers: If your order includes a recurring billing subscription, you authorize Dell to charge your payment method on file on a recurring basis. You may opt out of automatic renewal or update payment information at any time through the web portal used to manage your subscription. Offer specific subscription terms for details (Commercial, Consumer).
Board Action Item

RESOLUTION NO 20-03

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Board Action Item – Authorization of Service for TWY H Relocation Design by KHA
Date: February 18, 2020

Proposed Motion
To Approve an Authorization of Services for Taxiway H Relocation Engineering Design Services with Kimley-Horn & Associates in an amount not-to-exceed $154,966 under CIP 741.

Narrative
The existing concrete pavement on Taxiway H, located between Runway 12R-30L and Taxiway B, was inspected in 2017, and was found to have a PCI Value of 47. A PCI value of 47 falls in the “Serious” category of the PCI Rating Scale, and since its 2017 inspection, the pavement has drastically continued to decline. In addition to the severely deteriorated pavement, the existing Taxiway H alignment provides direct access from an Apron to Runway 12R-30L, which is not allowed per current FAA design requirements. While addressing the failing pavements of Taxiway H, it was determined that the portion of Taxiway H (between Runway 12R-30L and Taxiway B) should be relocated approximately 500-feet to the southeast of its current location, so to also address the existing issue of direct access. This relocation is consistent with the recently updated Airport Master Plan.

This project will demolish the portion of the existing Taxiway H between Runway 12R-30L and Taxiway B and construct a new connecting taxiway from Taxiway B to the Runway (southeast of the existing Taxiway H location). Design services will be comprised of the preparation of an Engineer’s Design Report, topographic surveys, utility designation, geotechnical investigations, preparation of preliminary/final contract bid documents, and bid phase services.

In 2019, a Request for Qualifications, 2020-007-RFQ for On-Call Engineering Services was issued. Kimley-Horn and Associates (KHA) was one of two firms selected as the most qualified. In accordance with the terms of our agreement, C-2020007-A, KHA worked with Airport staff to refine a Scope of Work for Engineering Design Services for the Taxiway H Relocation. The cost for these services was negotiated based upon the contract fee schedule at a cost not-to-exceed $154,966 and has been verified by an independent fee estimate.

Fiscal Impact
This project is authorized in the FY20 capital budget. The Design Services will be funded with an ADOT Grant and PMGAA Matching non-grant funds under CIP 741.

Attachment(s)
AOS, Proposal
RESOLUTION NO. 20-03

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

WHEREAS the Authority desires to approve an Authorization of Services for Taxiway H Relocation Engineering Design Services with Kimley-Horn & Associates in an amount not-to-exceed $154,966 under CIP 741;

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

The Board of Directors of the Authority hereby approves an Authorization of Services for Taxiway H Relocation Engineering Design Services with Kimley-Horn & Associates in an amount not-to-exceed $154,966 under CIP 741. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 18th day of February, 2020.

______________________________
Robert Stone, Chair

ATTEST:                                                   APPROVED AS TO FORM:

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

1. **PROJECT:** Taxiway H Relocation Design – Engineering Design Services for Taxiway H between Taxiway B and Rwy 12R-30L under CIP741.

2. **SCOPE OF WORK:** Perform and provide Engineering Design Services for the Taxiway H Relocation Project. All services are to be performed in accordance with PMGAA Agreement C-2020-007-A, including the Standard Terms, and the attached detailed scope of work. Services shall be coordinated with and approved by a PMGAA Authorized Representative prior to start of work.

3. **FEE FOR SERVICES:** The fee for services shall be based upon the attached Scope of Work, not-to-exceed one-hundred, fifty-four thousand, nine hundred sixty-six dollars and zero cents ($154,966) without the express written approval of PMGAA.

4. **AVAILABILITY OF PROJECT FUNDING:** The approval and continuation of this contract is subject to the availability of funds provided to, made available to, or appropriated by PMGAA for this purpose. In the event that funds are not available or appropriated for PMGAA’s payment requirements under this contract for the goods and/or services to be provided hereunder, PMGAA may terminate this contract by providing notice to the consultant of the lack of the availability of funds. The consultant acknowledges and agrees that one source of funding for this contract may be funds made available from the Federal Aviation Administration and/or Arizona Department of Transportation, and that this contract, its approval and continuation, is contingent on the availability of those funds being made to PMGAA.

5. **INCORPORATED:** The following documents are hereby incorporated with this Authorization of Services and made part thereof:

   - PMGAA Agreement C-2020007-A dated December 17, 2019.

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

   - Scope and Fee Proposal received January 15, 2020.

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

**APPROVED FOR PMGAA:**

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

**ACCEPTED FOR Kimley-Horn & Associates:**

By: ____________________________
Print: __________________________
Title: __________________________
Date: __________________________
A. PROJECT DESCRIPTION: The existing concrete pavement on Taxiway ‘H’ located between Runway 12R-30L and Taxiway ‘B’ was inspected in 2017, and was found to have a PCI Value of 47. A PCI value of 47, falls in the “Serious” category of the PCI Rating Scale, and since it’s 2017 inspection the pavement has drastically continued to decline. In addition to severely deteriorated pavement, the existing Taxiway ‘H’ alignment provides direct access from an apron to Runway 12R-30L, which is not allowed per current FAA design requirements. While addressing the failing pavements of Taxiway ‘H’, it was determined that the portion of Taxiway ‘H’ (between Runway 12R-30L and Taxiway ‘B’) should be relocated approximately 500-feet to the southeast of its current location, so to also address the existing issue of direct access. This relocation is consistent with the recently updated Airport Master Plan.

The project will demolish the portion of existing Taxiway ‘H’ between Taxiway ‘B’ and Runway 12R-30L, and construct a new connecting taxiway from Taxiway ‘B’ to the Runway (southeast of the existing Taxiway ‘H’ location), as is shown in the Figure below.

Since the relocated Taxiway ‘H’ segment after construction will no longer lie on the same alignment as the remaining existing portion of Taxiway ‘H’, it should no longer carry its former naming convention, and should be renamed. It was determined that as part of this project a “Taxiway Nomenclature Analysis” should be performed to rename the newly constructed taxiway and neighboring taxiways so that they are consistent with the FAA’s preferences for taxiway naming conventions.

Design services will be comprised of the preparation of an Engineer's Design Report, topographic surveys, utility designation, geotechnical investigations, preparation of preliminary/final contract bid documents, and bid phase services. The project will be bid in May of 2020 using a combination ADOT and PMGAA funding. Construction Administration services may added to this project at a later date.

Preliminary Project Layout
B. PROJECT SCOPE: The specific scope of work for this Authorization of Service is identified as follows:

1. PROJECT ADMINISTRATION: The following general tasks are anticipated to be needed for the project.
   a) Provide project administrative tasks for support throughout the project.
   b) Provide project planning, budgeting, and initial project schedule.
   c) Provide monthly progress reports, meetings and notes of project meetings.
   d) Attend (up to four) coordination and plan review meetings.

2. TAXIWAY NOMENCLATURE ANALYSIS: Kimley-Horn (the Engineer) will analyze the existing Taxiway naming system and existing sign locations. While taking into account the effects of the relocation of Taxiway H, Kimley-Horn will put together preliminary Exhibit(s) to show taxiway re-naming suggestions consistent with FAA preferences. A facilitated review meeting will be held where PMGAA will provide comments to be incorporated into the final draft. Kimley-Horn will then take the comments provided at the review meeting and incorporate into a final draft “Taxiway Nomenclature Analysis” Exhibit(s). A cost estimate including quantities will also be included with the final draft including the necessary improvements to implement the suggestions in the Taxiway Nomenclature Analysis. Final recommendations will also be included in the Final Engineer’s Design Report for this project.

3. PRELIMINARY SUBMITTAL (60%): Kimley-Horn will produce a draft Engineer’s Design Report and Preliminary Plans (60%) of the project. The Engineer’s Design Report will include a description of design methodology and other design concepts, criteria and standards used. Reference will be made to appropriate FAA design circulars, specifications and applicable federal and state regulations. Design standards will be according to FAA Advisory Circular 150/5300-13A (Change 1) “Airport Design”, other applicable circulars, and Maricopa Association of Governments (MAG) standards. A draft Construction Safety Plan and appropriate air study submittals will be made as required by the FAA for typical construction projects.

Information created and determined during this effort will be used to prepare the construction plans and specifications. Information from the E-ALP/GIS project will be used as a base and to augment the survey and utility files for use on the project. As part of this task, topographic survey, utility designation and geotechnical work will be completed.

These efforts will be done so that preliminary plans (60%) can be prepared. A limited number of preliminary plan sheets (project layout, preliminary typical section, geometrics layout and preliminary electrical layout), an outline of intended specifications, and preliminary cost estimate will be provided to display the project elements to Arizona Department of Transportation (ADOT). A facilitated review meeting with the airport and ADOT will be held to review the proposed work.

4. FINAL REVIEW SUBMITTAL (95%): The Engineer will provide design and contract construction documents for the taxiway improvements. The Engineer will provide engineering drawings and specifications to be used as contract documents. Plan sheets will include: cover sheet, sheet index, summary of quantities, general notes and abbreviations, project layout, construction phasing, demolition, typical section/details, geometric layout, plan and profiles, pavement elevations, grading & drainage, storm drain profiles/details, joint layout/details, pavement markings plan/details, soil boring/pavement coring investigation results, stormwater pollution prevention plan, electrical, and details will be prepared for the project. The Engineer will assemble owner provided front end documents, a project quantity based bid proposal, FAA general provisions, special provisions (unique project requirements), and technical specifications to be used as project contract documents for the bidding process.

Plans, specifications, engineer’s design report and construction safety/phasing plan will be prepared for Final Review submittal. Facilitated review meetings will be held after each submittal and comments by PMGAA and ADOT will be incorporated into the next submittal.
5. **ISSUED FOR BID SUBMITTAL (IFB):** The Engineer will provide Issued For Bid Plans, Specifications, Cost Estimate, and Construction Documents for the Taxiway H Relocation project.

   **Construction Costs:** An Engineer's Opinion of Probable Construction Costs will be provided for the project and will be based on cost history for past work within the vicinity of the airfield and for projects of a similar nature. The opinion of probable cost will reflect construction during a regular construction schedule.

6. **PRE-BID ASSISTANCE SERVICES:** The Engineer will provide bidding assistance, issue contract documents to reprographics company for distribution, attend pre-bid conference, answer contractor questions, prepare addendum, tabulate bids, prepare bid summary spreadsheet, and submit to PMGAA written recommendation of award.

C. **DELIVERABLES:** The following deliverables will be provided according to this contract:

   1. Taxiway Nomenclature Analysis (draft and final)
   2. Engineer's Design Report – four copies to PMGAA.
   3. Plans and Specifications (Preliminary and Final Review Submittals) two (2) copies to PMGAA, and one (1) copy to ADOT.
   5. Opinion of probable construction costs – copy with each submittal.
   6. Issued For Bid Plans and Specifications (IFB Submittal) one review copy to PMGAA. The Airport will provide copies of the plans to contractors for bidding purposes.
   7. Electronic drawing files to PMGAA.

D. **OWNER'S RESPONSIBILITIES:** PMGAA will furnish specification front end documents including, DBE, legal, bonding and other provisions as required for the contract documents. The Engineer will assemble this information into the contract documents for the bidding process. The information will be due from PMGAA at time of service authorization. PMGAA will review the plan submittals in a timely fashion and provide written comments of the desired changes to the contract documents. PMGAA will provide all archeological and environmental clearances for the project.

E. **WORK SCHEDULE:** Work is to be completed within seven (7) months from the authorization of service date. Draft Schedule as attached.

F. **CONSULTANT'S COMPENSATION FOR SERVICES:** Kimley-Horn shall be compensated for services using a "Fixed Lump-Sum Payment" method of compensation.

   **Design Services - $ 154,966**

The derivation of engineering fee for design services are attached to this authorization as Exhibits.
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### 2. EXPENSES:

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<td><strong>TOTAL EXPENSES</strong></td>
<td><strong>$2,500.00</strong></td>
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### 3. CONSULTANTS:

| TRACE ENGINEERING - SURVEY      | 7,985.07 |
| ACS SERVICES LLC - GEOTECHNICAL | 9,535.00 |
| UNDERGROUND LOCATION - ALLOWANCE | 2,000.00 |
| **TOTAL CONSULTANTS**          | **$19,520.07** |

### 4. ENGINEERING FEE

| TOTAL LABOR       | 41,166.10 |
| OVERHEAD (%)      | 193.59%   | 79,693.45 |
| FEE (% OF NET)    | 10%       | 12,085.96 |
| CONSULTANTS       | 19,520.07 |
| EXPENSES          | 2,500.00  |
| **TOTAL ENGINEERING FEE** | **$154,965.58** |
## Taxiway H Relocation
Phoenix-Mesa Gateway Airport
Phoenix-Mesa Gateway Airport Authority

**DATE:** January 2020 (Revised)

### EXHIBIT II - DESIGN DOCUMENTS - ENGINEERING FEE

**Taxiway H Relocation**

**DERIVATION OF COST OF PROPOSAL FEE**

1. **Direct Salary Costs**

<table>
<thead>
<tr>
<th>Title</th>
<th>HOURS</th>
<th>Rate</th>
<th>Total Labor</th>
<th>EXTENDED TOTAL</th>
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<tbody>
<tr>
<td>Senior Project Manager (Steve Reeder)</td>
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<td>68.60</td>
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<tr>
<td>Principal Engineer (Mike Herman)</td>
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<td>Electrical/Comm Engineer (Dustin Colwell)</td>
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<td>Professional Engineer (Jarrett Moore)</td>
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<td>Graphic Designer (Pat Crawford)</td>
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<td>Finance/Project Accountant (Andrew Hacker)</td>
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<td>Admin/Clerical (Jessica Jensen)</td>
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   **Total Direct Salary Costs** 888  $41,166.10

2. **Labor and General & Administrative Overhead**

   **Percentage of Direct Salary Costs By 193.59%**  $79,693.45

3. **Subtotal of Items 1 and 2**

   **$120,859.55**

4. **Fixed Payment**

   **10% of Item No. 3:**  $12,085.96

5. **Non-Salary Expenses**

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<th>(Printing/Travel)</th>
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   **Total Direct Non-Salary Expenses**  $2,500.00

6. **Subcontract Costs**

   | TRACE ENGINEERING - SURVEY | 7,985.07 |
   | ACS SERVICES LLC - GEOTECHNICAL | 9,535.00 |
   | UNDERGROUND LOCATION - ALLOWANCE | 2,000.00 |

   **Subtotal of subcontract Costs**  $19,520.07

7. **TOTAL ENGINEERING FEE**

   **$154,965.58**

## Taxiway H Relocation
### Phoenix-Mesa Gateway Airport
### Phoenix-Mesa Gateway Airport Authority

**DATE:** January 2020 (Revised)

<table>
<thead>
<tr>
<th>MAN-HRS</th>
<th>LABOR</th>
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### 001 Project Administration

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<tr>
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<th>Senior Project Engineer</th>
<th>Senior Project Analyst</th>
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<th>Project Accountant</th>
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<td>3 Progress Reports, Bi-Weekly Meetings, Note preparation and Schedule Updates</td>
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Subtotal Task 001: 22 2 4 38 6 13 $4,329

### 002 Taxiway Nomenclature Analysis

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<th>Graphic Designer</th>
<th>Project Accountant</th>
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### 003 Preliminary Submittal (60%)

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Subtotal: 39 36 20 39 31 38 71 $235 $10,611

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<th>Electrical/Comm. Engineer</th>
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Subtotal: 3 1 6 2 12 $626

### Engineering Design Reports

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<th>Senior Project Analyst</th>
<th>Graphic Designer</th>
<th>Project Accountant</th>
<th>Admin/General</th>
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</thead>
<tbody>
<tr>
<td>1 Engineer's Report (Preliminary)</td>
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<tr>
<td>- Document with summary and recommendations for civil project layout, pavement design electrical layout, sign plan and voltage calculations, drainage design, exhibits and hydraulic calculations</td>
<td>1 1 30 2</td>
<td>36 $1,731</td>
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<td>3 Technical Supervision and Review</td>
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Subtotal: 4 1 36 12 2 4 59 $2,728
## Taxiway H Relocation

**Phoenix-Mesa Gateway Airport**

**Phoenix-Mesa Gateway Airport Authority**

**DATE:** January 2020 (Revised)

### Project Specifications

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Project Specifications</th>
<th>Sr.</th>
<th>MAN-HRS</th>
<th>Cost</th>
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<td>- Prepare Boiler Plate including FAA Compliance</td>
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### Construction Drawings

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<td>2</td>
<td>Summary of Quantities, General Notes, Index</td>
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<td>3</td>
<td>Project Layout and Hor/Vert Control</td>
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<tr>
<td>4</td>
<td>Demolition and Existing Utility Plan</td>
<td>4</td>
<td>11</td>
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<td>5</td>
<td>Construction Phasing Plans / ACSP</td>
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<td>6</td>
<td>Typical Sections and Details</td>
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<td>7</td>
<td>Geometry Plans</td>
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<td>8</td>
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<td>9</td>
<td>Paving Elevation Plans</td>
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<td>10</td>
<td>Grading and Drainage Plans</td>
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<td>11</td>
<td>Storm Drain Profile and Detail Plans</td>
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<td>12</td>
<td>PCC Pavement Joint Layout Plans</td>
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<td>Electrical Symbols, Data Table - Diagram</td>
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### Quantities & Cost Estimate

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<td>1</td>
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### Engineering Design Reports

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<td>1</td>
<td>Engineer's Report (Final)</td>
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<td>12</td>
</tr>
<tr>
<td></td>
<td>- Document with summary and recommendations</td>
<td>2</td>
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<td>for civil project layout, pavement design</td>
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<td>Construction Safety Phasing Plan Report (Final)</td>
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### Project Specifications

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<tr>
<td>1</td>
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<td>2</td>
<td>Specification - Special Provisions</td>
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<td>3</td>
<td>Technical Specification</td>
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<td>4</td>
<td>Technical Supervision and Review</td>
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Subtotal Task 004 | 272 | $12,218.00 |
## Taxiway H Relocation

**Phoenix-Mesa Gateway Airport**

**Phoenix-Mesa Gateway Airport Authority**

**DATE:** January 2020 (Revised)

### 005 Issued For Bid Submittal (IFB)

<table>
<thead>
<tr>
<th>Task Description</th>
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<tr>
<td>1. Construction Drawings</td>
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<td>$1,501</td>
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<td>2. Quantities &amp; Cost Estimate</td>
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<td>3. Project Specifications</td>
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<td>4. Technical Supervision and Review</td>
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### 006 Bid Phase Services

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<tr>
<td>a. Pre-Bid Services</td>
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<td>$330</td>
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<tr>
<td>b. Attend pre-bid conference, answer contractor questions, prepare addendum</td>
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<td>$566</td>
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<tr>
<td>c. Prepare bid tables / summary spreadsheet, submit recommendation of award</td>
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**SUBTOTAL - DESIGN**

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<th>TOTAL COST</th>
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<td>6</td>
<td>80</td>
</tr>
<tr>
<td>888</td>
<td>41,166</td>
</tr>
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</table>
January 23, 2020

Mr. Jarrett Moore, PE  
Kimley-Horn and Associates, Inc.  
7740 North 16th Street, Suite 300  
Phoenix, AZ 85020

Phone: (623) 558-3185  
Email: Jarrett.Moore@kimley-horn.com

Re: Scope of Services and Fee Proposal for  
PMGA Taxiway H Relocation  
Topographic Survey Services

Dear Mr. Moore:

TRACE Consulting, LLC (TRACE) is pleased to submit the enclosed Scope of Services and Fee Proposal for professional survey services for the referenced project.

The Scope of Services is prepared based on information in your email dated January 9th, 2020.

We are excited about the opportunity to work with Kimley-Horn and Associates, Inc. (KHA) and the Phoenix Mesa Gateway Airport (PMGA) on this project, and look forward to providing quality and timely professional services. We are ready to begin work immediately.

If you have any questions, please feel free to contact me at (602) 680-8264.

Sincerely,

TRACE Consulting, LLC.

Chintan S. Jhaveri, PE  
Principal

Enclosures:  
Scope of Services  
Fee Estimate

N:\2020\S - PMGA Taxiway H Relocation Survey\PMGA TWY H Survey - SOS - 2020-01-23.docx
SCOPE OF SERVICES
PMGA TAXIWAY H RELOCATION
TOPOGRAPHIC SURVEY SERVICES

PROJECT DESCRIPTION

This task includes providing topographic survey support for the Taxiway H relocation project, as requested by Kimley-Horn and Associates, Inc. (Client) for the Phoenix-Mesa Gateway Airport Authority (Owner). Figure 1 below shows the general project area as provided by KHA and the requested topographic survey limits.

Figure 1: TWY H Relocation Project Area (Survey Limits in Red)

PROJECT TASKS

Background: TRACE’s scope of services will include collecting topographic survey data within limits shown in Figure 1. These tasks are described below in detail.

1.0 TOPOGRAPHIC SURVEY

Survey Control: TRACE will tie into horizontal and vertical survey control as provided by KHA/PMGA. Two (2) temporary benchmarks will be established as requested by KHA and level loops will be run between these benchmarks. An attempt will be made to set these points in areas that are not anticipated to be disturbed by limits of project construction.

Field Survey: Topographic survey will be performed to determine locations and elevations of existing pavement
from the centerline of Taxiway ‘B’, to the southwesterly edge of the paved shoulder of Runway 12R/30L from approximately 500’ northwest of Taxiway “B” to 1,100’ southeast and associated infield areas, also along Runway 12R/30L from 200’ northwest of the intersection of Taxiway “H” to 700’ southeast from the centerline of the runway to the southwesterly edge of PCCP and the northeasterly shoulder pavement as shown in Figure 1. Data will be collected at approximately 50’ intervals to include pavement elevations and joint lines on PCCP or natural ground elevations. Further, detailed data will be collected at approximately 20’ intervals in the vicinity of proposed tie-in points of PCCP panels. Additionally, geotech soil boring locations, any visible utilities and utility designating marks, and storm drain catch basins with inverts if accessible will be picked up within survey limits. All survey work will be completed from the hours of 2200 to 0500.

Deliverables: Electronic CAD base file with topographic survey data in AutoCAD Civil 3D format and .XML surface file.

ASSUMPTIONS

- Horizontal/Vertical Control information will be provided by KHA/PMGA in electronic format.
- Access to the airfield will be provided by PMGA to perform this work.

EXCLUSIONS

- Aerial Mapping / setting panels
- SUE, Utility Research and Mapping.
- Preparation of any construction drawings / plans.
- Tasks not explicitly included above are excluded from this Scope of Work.

SCHEDULE

Topographic Survey will be completed within three (3) weeks from Notice to Proceed, subject to Airport’s scheduling availability to accommodate field work. If delays occur due to limited access based on airport operation’s needs, additional time may be requested.
### FEE ESTIMATE

<table>
<thead>
<tr>
<th>CONTRACT TASK/PHASE</th>
<th>Sr. Project Manager</th>
<th>Project Engineer</th>
<th>Sr. Engg. Technician</th>
<th>Survey Manager</th>
<th>Survey Crew</th>
<th>Admin</th>
<th>TOTAL HOURS</th>
<th>TOTAL LABOR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOPOGRAPHIC SURVEY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Survey Control</td>
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<td>$117.81</td>
<td>$85.09</td>
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<tr>
<td>Base File (.dwg) and DTM (.xml) - Civil 3D</td>
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<td>16</td>
<td>1</td>
<td>24</td>
<td>4</td>
<td>33</td>
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<td>3</td>
<td>32</td>
<td>4</td>
<td>69</td>
<td>$7,985.07</td>
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January 24, 2020

Attn: Mr. Jarrett Moore, P.E.
KIMLEY HORN
1001 West Southern Avenue, Suite 131
Mesa, AZ 85210
Email: Jarrett.moore@kimley-horn.com

RE: Proposal for Geotechnical Investigation and Pavement Design Scope
Taxiway H Relocation - Phoenix Mesa Gateway Airport
Mesa, Arizona
ACS Proposal No. 2050115

Dear Jarrett:

ACS is pleased to submit this proposal to perform a geotechnical investigation and pavement design scope for the above referenced project. This proposal includes the proposed scope of work, our estimated not-to-exceed fee, and schedule. We have focused our proposed services to include value engineering in the field exploration, laboratory testing, and geotechnical analysis.

PROJECT INFORMATION

The proposed project improvements are as follows:

Phoenix Mesa Gateway Airport
- Relocated Taxiway H approximately 500 feet to the southeast of its current location.
- Based on Google Earth images, two of the core locations will be in native ground, with one being located within the existing Taxiway H.
- The new taxiway will be constructed with Portland cement concrete (PCCP).
- A total of three borings will be drilled to a planned depth of 10 feet. One of these borings will require coring through existing concrete.
- Site access will be provided to ACS via an escort provided by client or owner. We have not included any dollars to cover badging.
- Client and owner will provide utility locating services. We have included a private utility locator in our proposal to aid with this effort.
- Field exploration will occur during night time hours.

Aircraft fleet mix data for use in pavement design must be provided by the primary designer or the Phoenix Mesa Gateway Airport Authority.
SCOPE OF SERVICES

The recommended scope of work for geotechnical investigation and pavement design services will consist of soil sampling and testing for pavement design. The soil sampling locations have been provided to us in an email from Kimley Horn dated 1/9/20. The sampling depth is anticipated to be 10 feet below the existing grade. We have not included a budget for any traffic control or runway closure accommodations in our scope. The work is anticipated to be performed at night.

Based on the exhibit provided to us there will be two bore locations in native material, and one location that will require concrete coring and then performing the bore through that core hole within the existing Taxiway H pavement. A bulk sample and a ring sample of the subgrade soils at each location will be obtained. Each hole will be backfilled with cuttings. The location within the existing taxiway will have non-shrink grout for the upper portion to match the thickness of the PCCP at that location. Utility clearance will be required prior to the field work. We will work in accordance with the PMGAA for utility location purposes, plus have included in our proposal a cost for a private utility locator to also be utilized. If available, plans depicting existing underground utilities should be provided to us so that soil test borings can be located at a safe stand-off distance. Before proceeding with field drilling activities, we will implement proper safety precautions.

Our drilling and sampling will be performed in general accordance with applicable American Society for Testing and Materials (ASTM) standards. The soil test borings will be advanced using a truck-mounted, hollow-stem or solid-stem auger drill rig. Bulk soil samples will be obtained over the depth intervals of 0’-5’ and 5’-10’ at each boring location. Once the drilling is complete, the borings will be backfilled.

LABORATORY TESTING

Representative samples obtained during the field investigation shall be subjected to the following laboratory analyses:

<table>
<thead>
<tr>
<th>Test</th>
<th>Sample(s)</th>
<th>Purpose</th>
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</thead>
<tbody>
<tr>
<td>Gradation and PI</td>
<td>Bulk native subsurface soils (3)</td>
<td>Soil Classification</td>
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<tr>
<td>Ring Density</td>
<td>Ring Sample subsurface soils (3)</td>
<td>In-place Density and Moisture</td>
</tr>
<tr>
<td>CBR with Modified Proctor</td>
<td>Bulk native subsurface soils (2)</td>
<td>Pavement Design</td>
</tr>
<tr>
<td>Proctor – Modified</td>
<td>Bulk native subsurface soils (2)</td>
<td>Pavement Design</td>
</tr>
</tbody>
</table>

DELIVERABLES

ACS will use the information obtained from the field exploration and laboratory testing program to evaluate the soil and subsurface conditions. We propose to review the results of the test boring program along with laboratory testing results and value engineering to develop recommendations for, but not limited to, excavation effort (including the presence of rock or hard subsurface layers) and trench
support requirements. ACS will consult with you in the event modifications to the scope of services and/or proposed test boring locations are required.

Following completion of the fieldwork, laboratory testing, and analyses, a report of our findings, will be signed and sealed by a Professional Engineer, Licensed in the State of Arizona. The report will be prepared in an information format and not a “specification” format. The following items will be included with consideration for value engineering and are to be performed in accordance with the following scope of services.

1. Description of the existing site conditions.
2. Vicinity Map and Site plan showing the location of borings, final boring logs, and a summary of the laboratory testing results.
3. Pavement Design Summary analysis with pavement section recommendations per the general guidelines presented in FAA AC No. 150/5320-6F
4. Recommendations for below-grade temporary excavations including lateral earth pressures, backfill and materials, and compaction.
5. Description of excavating conditions, including potential caving and any difficult excavating conditions to a depth of 10 feet.

The assessment of site environmental conditions, including the presence of petroleum impact in the soil, rock, and groundwater of the site, is beyond the scope of this investigation. We will report our observations in regard to solid waste and/or deleterious materials in the subsurface at the soil test boring locations.
## COST ESTIMATE

Please review the following pricing breakdown for the proposed scope of services outlined above:

### Pricing Breakdown

#### Direct Labor (DBE)

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<tr>
<th>Description</th>
<th>Qty</th>
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</thead>
<tbody>
<tr>
<td>Staff Engineer/Field Engineer</td>
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<td>Hour</td>
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<td>Drilling Services (Auger) with 2 Person Crew</td>
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<td>Hour</td>
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<td>Concrete Core Machine and Operator</td>
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<td>Hour</td>
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<td>Non-Shrink Grout at Core Location</td>
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**Estimated Sub Total** $3,380.00

#### Laboratory (DBE)

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<td>Sieve Analysis (Gradation Coarse and Fine)</td>
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<td>Ring Density</td>
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<tr>
<td>Proctor – Modified</td>
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**Estimated Sub Total** $2,255.00

#### Report (SBE, non-DBE)

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<td>Final Report - Registered Professional Engineer</td>
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**Estimated Sub Total** $3,500.00

#### Outside Services

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<td>Private Utility Locator</td>
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**Estimated Sub Total** $400.00

**Total Cost for Project** - $9,535.00
Based on the proposed scope of work as outlined above, our time and materials, not-to-exceed fee is $9,535.00. If conditions are found which indicate the need for additional exploration, testing or analysis, we will contact you prior to performing work in excess of the proposed scope of services. The above estimate covers the work needed to present our findings and recommendations in report form and associated engineering consultation. Not included are reviews of design drawings, preparation of construction specifications, special conferences, an assessment of existing or potential environmental risks associated with the site, or excessive follow-up work requested after submittal of the report. If the project information above is incorrect ACS should be notified and be given the opportunity to revise our scope of services and fees.

**SCHEDULE**

We anticipate that utility clearance and boring layout prior to the field work will take approximately five (5) business days. The field exploration will require approximately one (1) business days to complete depending on time restrictions for airport access. Laboratory testing will require an additional ten (10) to fifteen (15) business days. Preliminary verbal recommendations, if necessary, can be provided after the field exploration and laboratory testing program have been completed. A final report will be prepared and submitted within ten (10) days upon completion of the laboratory testing. The not-to-exceed amount referenced in this proposal will be binding for a period of sixty (60) days from the date of issue. Please notify the below listed individual should this proposal extend past the active date.
PROPOSAL ACCEPTANCE

If this proposal is acceptable, please provide us a written authorization by completing a purchase order or mutually agreeable terms and conditions.

GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN ...................... $ 9,535.00

We appreciate the opportunity to offer this proposal and hope you will consider our firm for these services. If you have any questions regarding this proposal please contact Andy Jamrogiewicz at 480.968.0190.

Respectfully submitted,
ACS Services LLC

Andrew Jamrogiewicz, P.E.
Geotechnical and Materials Testing Engineer
# SCHEDULE: PHX-MESA GATEWAY AIRPORT

**Taxiway H Relocation, Design**

<table>
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<tr>
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<th>Task Name</th>
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<th>Start</th>
<th>Finish</th>
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<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
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<tbody>
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<td>Wed 6/3/20</td>
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<td>2</td>
<td>Notice To Proceed</td>
<td>1 day</td>
<td>Tue 2/18/20</td>
<td>Tue 2/18/20</td>
<td></td>
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<td>Geotechnical Investigation (On-site sampling, lab work and report)</td>
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<td>7 days</td>
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<td>24 days</td>
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<td>11</td>
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<td>20 days</td>
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<td>Fri 3/6/20</td>
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<td>19</td>
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<td>32</td>
<td>Prepare Bid Tab and Recommendation Letter</td>
<td>5 days</td>
<td>Thu 5/28/20</td>
<td>Wed 6/3/20</td>
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# BID SCHEDULE - DATE FORMULATION

## Taxiway H Relocation

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<td></td>
<td>5/21/2020</td>
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| Bid Package Counter Date Availability         | 4/28/2020| 30                        |

| Pre-Bid Conference Date                       | 5/5/2020 | 23                        |

| Last Date of Written Questions                | 5/14/2020| 14                        |

| Issue Addenda NLT*                            | 5/21/2020| 7                         |

| Bid Opening Date                              | 5/28/2020| Thursday 2:00             |

*NLT (No Later Than)*

PMGA Project No: 2020-0XX-IFB  TBD  
PMGA Solicitation No: XXXX  TBD

Project Title: Taxiway H Relocation - Advertisement

ADOT Grant No: TBD  
FAA Grant No: N/A
Board Action Item

RESOLUTION NO 20-04

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Ellsworth Channel Relocation Construction Testing Services – Premier Engineering
Date: January 21, 2020

Proposed Motion
To authorize a contract with Premier Engineering Corporation for Quality Assurance Testing Services for the Ellsworth Channel Relocation Construction for a total cost not-to-exceed $94,338 under CIP 950.

Narrative
In order to facilitate development in the northeast area of the airport, it was determined that the Ellsworth Channel would need to be relocated.

The intent of the project is to realign the Ellsworth Channel, the construction work includes: earthwork, concrete channel, storm drain, roadway paving, utility work and a bridge over the Powerline Floodway.

In support of large capital projects such as this, the Airport utilizes professional construction Quality Assurance (QA) Testing Services. These services are needed to ensure that the Airport manages the project in accordance with the project specifications, and to ensure compliance with federal and state grant requirements. The Premier Engineering Corporation will provide Quality Control Material Testing and Drilled Shaft Integrity Testing Services throughout the project. Additional services include Project meetings; review of material submittals; field observation, documentation, sampling and/or field testing of subgrade, aggregate base, asphalt concrete and Portland cement concrete; laboratory tests; preparation of materials test reports; and integrity testing of all 10 drilled shafts. Premier Engineering Corporation was chosen to complete the Draft and Final Ellsworth Channel Designs and PMGAA is engaging their QA Testing Services due to their familiarity with this extensive project.

Fiscal Impact
This project was included in the FY20 capital budget using PFC Funding under CIP 950.

Attachment(s)
Amendment 1 to Professional Services Agreement
WHEREAS, the Phoenix-Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 et seq. owns and operates the Phoenix-Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to authorize a contract with Premier Engineering Corporation for Quality Assurance Testing Services for the Ellsworth Channel Relocation Construction for a total cost not-to-exceed $94,338 under CIP 950;

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 contract with Premier Engineering Corporation for Quality Assurance Testing Services for the Ellsworth Channel Relocation Construction for a total cost not-to-exceed $94,338 under CIP 950. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 18th day of February, 2020.

Robert Stone, Chair

Misty Johnson, Interim Clerk of the Board

Jill Casson Owen, Attorney
Contract Amendment Number 1
Contract #C-2020020

Phoenix-Mesa Gateway Airport Authority (PMGAA) and Premier Engineering Corporation (Consultant) entered into a contract for Construction Administration Services for the Ellsworth Channel Construction Project under CIP950 on 12/17/2019.

By signing below, PMGAA and Consultant agree to the following revisions. All other terms, covenants, and conditions contained in the original contract shall remain in full force and effect.

1. Exhibit A, Scope of Services & Fee Schedule, is hereby modified to add the following:
   Quality Assurance Testing Services for the Ellsworth Channel Relocation Project under CIP 950:

   Quality Assurance Testing Services shall include, but not be limited to, Project meetings; review of material submittals; field observation, documentation, sampling and/or field testing of subgrade, aggregate base, asphalt concrete and Portland cement concrete; laboratory tests for materials as per project specifications; preparation of materials test reports; and integrity testing of all 10 drilled shafts including Cross-Hole Sonic Logging (CSL) and Gamma Density Logging (GDL).

   For the above added Scope of Services, PMGAA agrees to pay Consultant up to, but not to exceed, $94,338.00.

   The following document is incorporated herein by this reference and made part thereof:
   Scope and Fee Proposal dated October 29, 2019

Phoenix-Mesa Gateway Airport Authority and Consultant acknowledge that they are in agreement with these revised terms and conditions.

PMGAA
Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority Authorized by the State of Arizona:

By: ________________________________
Title: ______________________________
Date: ______________________________

Consultant
Premier Engineering Corporation, an Arizona Corporation

By: ________________________________
Title: ______________________________
Date: ______________________________
October 29, 2019

Phoenix-Mesa Gateway Airport Authority
5835 South Sossaman Road
Mesa, AZ  85212-6014

Attn:  Mr. Bob Draper, PE, LEED AP
       Manager – Engineering and Facilities

Re:  QA Materials Testing and Drilled Shaft Integrity Testing Services
     Ellsworth Channel Relocation
     PMGAA Project: 950
     Premier Proposal No.  2019-114-10

Dear Mr. Draper:

Enclosed for your review is our scope and fee proposal package for Quality Assurance (QA) Materials Testing and Drilled Shaft Integrity Testing Services for the referenced project. The package includes scope of work, cost proposal summary and estimated man-hours.

Our proposed fee for the attached scope of services is **$94,338.00** (ninety-four thousand three hundred and thirty-eight dollars only) which is derived from the following items:

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<thead>
<tr>
<th>Service</th>
<th>Fee</th>
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<tr>
<td>QA Material Field Testing/sampling</td>
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<tr>
<td>Drilled Shaft Integrity Testing Services</td>
<td>$12,489.00</td>
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<td>Sub-consultant for Laboratory Testing</td>
<td>$  5,500.00</td>
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We appreciate the opportunity provided by PMGAA and look forward to working with you on this project. If you have any questions or need additional information, please do not hesitate to call me at (480) 829-6000.

Sincerely,

Premier Engineering Corporation

[Signature]

Shameem Dewan, PhD, PE
Geotechnical Department Manager

Encl: Scope and Fee Proposal
SCOPE OF WORK

QUALITY CONTROL MATERIALS TESTING
AND DRILLED SHAFT INTEGRITY TESTING SERVICES

ELLSWORTH CHANNEL RELOCATION

October 29, 2019

Project Background

The Phoenix Mesa Gateway Airport Authority (PMGAA) is constructing the Ellsworth Channel Relocation, Powerline Floodway Improvements, and Hawes Road Improvements. The construction work includes earthwork, concrete channel, storm drain, roadway paving, utility work, and a bridge over the Powerline Floodway. PMGAA has requested that Premier Engineering (Premier) provide these testing services during the construction of the channel, roadway and the bridge. This proposal has been prepared based on a review of the project plans, specifications, and estimated quantities.

Project Understanding / Assumptions

This cost proposal was prepared based on the following assumptions:

1. The proposed schedule for the construction of this project is estimated to be 300 calendar days and approximately 120 days (8 hours a day) of construction work is assumed to require QA materials testing field services including travel.
2. Each drilled shaft will require a total of 7 man-hours (2-person crew) of field work including travel time.
3. Invoicing shall be based on time and materials at unit rates shown in the proposal and any additional services will be charged at Premier’s unit rates approved by the client.
4. Minimum two hours will be charged for any on-site visit.
5. Overtime will be charged at 150 percent of regular hourly rates.

Scope of Services

Premier will provide QA material testing services and drilled shaft integrity testing services for this construction project. The sampling and testing will comply with project specifications. Premier anticipates performing the following:

1. Project meetings and review materials submittals.
2. Field observation, documentation, sampling, and/or field testing of subgrade, aggregate base, asphalt concrete, and Portland cement concrete.
3. Completion of laboratory tests for materials as per project specifications.
4. Preparation of materials test reports, as necessary.
5. Integrity testing of all 10 drilled shafts including Cross-Hole Sonic Logging (CSL) and Gamma Density Logging (GDL). One individual report will be created for each drilled shaft testing.
**Estimated Direct Labor**

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<th>Rate</th>
<th>Cost</th>
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<td>Sr. Engineering Technician</td>
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<td>$24.13</td>
<td>$25,529.54</td>
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Total Estimated Direct Labor 1157 $31,023.00

Negotiated Overhead (160.33%) $49,739.00

Total Direct Labor and Overhead $80,762.00

**Estimated Subconsultants**

| Alta Arizona (Laboratory Testing Services, Estimated) | $5,500.00 |

Total Estimated Subconsultant Services $5,500.00

Subtotal Cost to Consultant $86,262.00

Fixed Fee (10%) $8,076.00

Total Estimated Cost $94,338.00

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Signature: [Signature]  
Date: 10/29/2019
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Proposed Motion
To authorize a land lease with IWA Holdings, LLC for lot 21A, consisting of approximately 1.3 acres. The lease term is twenty-nine (29) years and three (3) months, commencing on March 1, 2020, payable at a monthly rate of $2,621.96.

Narrative
Lot 21A consists of approximately 1.3 acres (the “Premises”). IWA Holdings, LLC (“Lessee”) has requested to lease the Premises to construct improvements that generally consist of paving for landside personal vehicle parking, the installation of aircraft parking tie-downs, and installing a self-fueling facility with an estimated capital investment of $2,500,000.00 (the “Improvements”).

Agreement Term and Rate
The term of the lease is twenty-nine (29) years and three (3) months.

There are no options to extend the lease.

The Base Rent is $2,621.96 per month ($31,463.53 annually) for the Premises. The Base Rent is subject to Consumer Price Index (CPI) increases on every three (3) year anniversary of the Effective Date.

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

WHEREAS the Authority desires to authorize a land lease with IWA Holdings, LLC for lot 21A, consisting of approximately 1.3 acres. The lease term is twenty-nine (29) years and three (3) months, commencing on March 1, 2020, payable at a monthly rate of $2,621.96;

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 land lease with IWA Holdings, LLC for lot 21A, consisting of approximately 1.3 acres. The lease term is twenty-nine (29) years and three (3) months, commencing on March 1, 2020, payable at a monthly rate of $2,621.96. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 18th day of February, 2020.

Robert Stone, Chair

Misty Johnson, Interim Clerk of the Board

Jill Casson Owen, Attorney
Phoenix-Mesa Gateway Airport Authority

LAND LEASE

with

IWA Holdings, LLC

Effective Date: March 1, 2020
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<th>Section</th>
<th>Title</th>
<th>Page No.</th>
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This Land Lease (the “Lease”) is executed to be effective the FIRST (1st) day of MARCH 2020 (the “Effective Date”) between the PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized and existing under the laws of the State of Arizona (“Lessor”), and IWA HOLDINGS, LLC, an Arizona limited liability company (“Lessee”). Lessor and Lessee may be referred to jointly as “Parties,” and each separately may be referred to as a “Party.”

WITNESSETH:

WHEREAS, Lessor is the owner and operator of the Phoenix-Mesa Gateway Airport generally located at the intersection of Ray Road and Sossaman Road, City of Mesa, Maricopa County, Arizona (the “Airport”); and

WHEREAS, Lessor has the right to lease, license and grant the use of property and facilities on the Airport and has full power and authority to enter into this Lease in respect thereof; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, that certain real property at the Airport consisting of FIFTY-SEVEN THOUSAND, TWO HUNDRED AND TEN 57/100 (57,210.57) square feet, and described as Lot 21A, as set forth in EXHIBIT A attached hereto (the “Premises”); and

WHEREAS, Lessor desires to lease the Premises to Lessee on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties do hereby undertake, promise and agree, each for itself and its successors and assigns, as follows:

1. LEASE.

Lessor hereby leases the Premises to Lessee, subject to all easements and rights of way that may encumber the Premises, and further subject to all operational and use restrictions and other terms and conditions set forth in this Lease.

1.1 Right to Use Premises. Lessor agrees that so long as Lessee shall timely pay the Base Rent and other charges required to be paid hereunder, and perform all of its other obligations under this Lease, Lessee shall peaceably have and enjoy the use of the Premises without hindrance from Lessor. Lessee specifically acknowledges that Lessee has inspected the Premises prior to entering into this Lease and agrees to accept the Premises in an “as is, where is” condition without any warranty or representation from Lessor, either express or implied, of any kind or nature whatsoever with respect to the Premises, including, but not limited to, any warranty of merchantability, habitability, or fitness for any particular or specific purpose, and all such warranties are hereby disclaimed. Should Lessee desire any inspection report, environmental assessment, survey, creation of a legal description, drainage report, or any similar study, Lessee shall be responsible for the same at Lessee’s sole expense.

1.2 Substitution of Premises. In addition to Lessor’s other rights set forth in this Lease, Lessor reserves the right, upon no less than NINETY (90) calendar days prior written notice to Lessee, to substitute
Comparable Areas for all or any portion of the Premises, including any additions, alternations or improvements thereon, should Lessor, in its reasonable discretion, determine that taking of the Premises, any portion thereof or any improvement thereon, is required for other Airport purposes, and there exists no appropriate alternative. In the event Lessor makes the determination to exercise its rights to substitute, all title, right and interest to the portion of the Premises taken shall immediately vest in Lessor on the date that is NINETY (90) calendar days following receipt of Lessor’s notice, or such later date as specified therein. Furthermore, Lessor may require Lessee to vacate any portion or all of the Premises taken. For the purposes of this SECTION 1.2, the term “Comparable Areas” is defined to mean other facilities at the Airport, or any additions or extensions thereof, similar in size to the Premises, brought to the same level of improvement as the Premises and having the same or similar usefulness to Lessee as the portion taken. Lessor shall bear all expenses of bringing the substituted area to the same level of improvement as the Premises, and of moving Lessee’s improvements, equipment, furniture and fixtures to the substituted area. If any of Lessee’s improvements, equipment, furniture or fixtures cannot be relocated, Lessor shall replace, at Lessor’s expense, such non-relocatable improvements and other property with comparable property in the Premises, and Lessor shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by Lessee, or any other third party whomsoever. It is the specific intent of this SECTION 1.2 that Lessee be placed, to the extent possible, in the same position it would have been, had Lessor not substituted new premises for the Premises; provided, however, that Lessor shall not be obligated to reimburse Lessee for any damages, including lost profits or revenues, due to such substitution. Notwithstanding the foregoing, Lessor shall use reasonable efforts to avoid disruption to Lessee’s business.

1.3 Access. Lessee is granted the right of reasonable access to and from the Premises via such portions of the Airport as are or may be necessary to allow Lessee to conduct its business operations permitted herein at and on the Premises and the Airport. Lessor reserves the right to designate the location of such access and to change its location from time to time, as Lessor deems reasonably necessary and appropriate; provided such changes do not materially interfere with Lessee’s use of or access to the Premises.

1.4 Permitted Uses. Subject to the provisions of SECTION 1.5, Lessee may use the Premises for non-aeronautical vehicular parking, aeronautical aircraft parking, and general maintenance activity. Lessee’s use of the Premises and operation of its business at and on the Airport and the Premises is subject to all applicable laws, rules and regulations of any governmental authority, including Lessor, and to Lessee’s compliance with applicable provisions of the Airport Rules and Regulations and Minimum Standards.

1.5 Prohibited Activities. Lessee shall not use or permit its agents, employees, contractors, invitees, licensees or customers to use the Premises or the Airport for any use that is in violation of the Airport Rules and Regulations, the Airport Minimum Standards, any matters of record, or applicable laws, rules, regulations and operating policies of any governmental authority, including Lessor, or for any other activity or operation not specified in SECTION 1.4 herein, or that does not have advance, written approval of Lessor’s Executive Director.

1.6 Continuous Operation. Upon commencement of business operations at and on the Premises and the Airport, Lessee shall designate an on-site manager for the term of this Lease who shall be available to Lessor and Lessee’s customers, if any, during normal business hours, and otherwise as required by the Airport Minimum Standards, as applicable.

1.7 Lessee Acknowledgment. Lessee acknowledges and agrees that its obligations to pay Base Rent and all other charges due and owing under the terms hereof shall be absolute and unconditional, and shall not be affected by any circumstances whatsoever, including, without limitation: (i) any set-off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor or the United States of America or anyone else for any reason whatsoever; (ii) any liens, encumbrances or rights of others with respect to the Premises; (iii) the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease or any lack of right, power or authority of Lessor or Lessee to enter into this Lease; (iv) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, or any other person; or (v) any other cause, whether similar or dissimilar to the foregoing, any future or present law notwithstanding, it being the intention of the
Parties hereto that all rent being payable by Lessee hereunder shall continue to be payable in all events and in the manner and at the times provided herein.

2. TERM.

2.1 Initial Term. The term of this Lease shall be for a period of TWENTY-NINE (29) years and THREE (3) months, commencing on the Effective Date and terminating on MAY 31, 2049 thereafter (the “Term”).

2.2 Intentionally Deleted.

3. NONEXCLUSIVE RIGHTS.

Lessee shall have the exclusive right to occupy and use the Premises while in compliance with the terms and conditions of this Lease. All other rights granted to Lessee under this Lease are nonexclusive. Lessor may, in its sole discretion and at any time, permit third parties to conduct any and all business activities at the Airport that Lessor deems appropriate, or conduct such activities itself, provided that such activities do not require or materially interfere with Lessee’s use of the Premises.

4. RENT.

4.1 Base Rent. Lessee agrees to pay Lessor annual rental for the use of the Premises in the amount of THIRTY-ONE THOUSAND, FOUR HUNDRED AND SIXTY-THREE 53/100 DOLLARS ($31,463.53), payable in equal monthly installments of TWO THOUSAND, SIX HUNDRED AND TWENTY-ONE 96/100 DOLLARS ($2,621.96) (the Base Rent). The Base Rent shall be payable in advance, without any prior demand therefor and without any abatement, deductions or set-offs whatsoever, and tendered in lawful currency of the United States, either by check or electronic transfer.

4.2 Reserved.

4.3 CPI Increases. The annual Base Rent paid by Lessee shall be increased (but never decreased) on every THREE (3) year anniversary of the Effective Date of this Lease by a percentage equal to the percentage that the Consumer Price Index (CPI) (as defined below) increased during the immediately preceding THIRTY-SIX (36) month period ending NINETY (90) days prior to the end of the adjustment period. For purposes of this Lease, CPI means the United States Department of Labor, Bureau of Statistics Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average (1982-1984=100). If at any time CPI ceases to exist, Lessor may substitute any official index published by the Bureau of Labor Statistics or by a successor or similar government agency as may then exist and which in Lessor’s reasonable business judgment shall be most nearly equivalent to the CPI.

4.4 Market Adjustments to Base Rent.

4.4.1 Notwithstanding the Base Rent increases referenced in SECTION 4.3, the annual Base Rent shall be adjusted (but never decreased) on each TEN (10) year anniversary of the Effective Date of this Lease (the “Adjustment Date(s)”) as hereinafter set forth in this SECTION. On each such Adjustment Date, the Base Rent shall be adjusted to the fair market base rental rate of the Premises, in relation to comparable (in quality, size, and value) airport-related facilities.

4.4.2 Lessor’s determination of such fair market base rental rate for the Premises shall be delivered to Lessee no later than NINETY (90) calendar days prior to the Adjustment Date. If Lessee disputes Lessor’s determination of such fair market base rental rate, Lessee shall deliver written notice of such dispute, together with Lessee’s determination of such fair market base rent rate, to Lessor within THIRTY (30) calendar days of Lessee’s receipt of Lessor’s determination. The Parties shall then attempt in good faith to agree upon such fair market base rental rate. If the Parties fail to agree within FIFTEEN (15) business days, they shall, within SEVEN (7) calendar days thereafter, mutually appoint an appraiser to determine the fair market base rental rate. Said appraiser shall have at least FIVE (5) years of full-time commercial appraisal experience and be a member of the Appraisal Institute or comparable professional organization. If the Parties are unable to agree
upon an appraiser within such SEVEN (7) calendar days, they shall, within FIVE (5) business days thereafter, apply to the president of the local Board of Realtors for the selection of an appraiser. The president of the Board of Realtors shall, within FIFTEEN (15) business days, select an appraiser with the above qualifications who has not acted in any capacity for either party within the prior TWO (2) years. Within SEVEN (7) calendar days of the appointment (either by agreement or selection) of the appraiser, the Parties shall submit to the appraiser their respective determinations of the fair market base rental rate and any/all substantiated information. Within TWENTY (20) business days thereafter, the appraiser shall review each Party’s submittal (and such other information as the appraiser deems necessary) and shall select one Party’s submittal as representing the most reasonable approximation of such fair market base rental rate, and the appraiser’s fees and expenses shall be paid by the Party whose submittal was not selected.

4.5 Airport Rates and Charges Schedule. Lessee or its subtenants, as applicable and including its contractors, agents, etc., shall pay all fees identified in the most current Airport Rates and Charges Schedule and/or Airport Fees, Services and Rental Rates Schedule at the time of receipt of any covered service or use of any covered facilities, unless specifically outlined in this Lease. The current Airport Rates and Charges Schedule and/or Airport Fees, Services and Rental Rates Schedule is included as EXHIBIT B and is subject to change without prior notice or approval of Lessee. Lessee acknowledges and agrees that Lessor may amend the Airport Rates and Charges Schedule and/or Airport Fees, Services and Rental Rates Schedule at any time at Lessor’s sole discretion, and that no fee shall apply to the use of the Premises or access to the Premises.

4.6 Payment.

4.6.1 Unless otherwise specified herein, the first payment of Base Rent shall be paid to Lessor upon the delivery of this Lease, for the period from the Effective Date until the end of the calendar month in which the Effective Date occurs, prorated on the basis of the number of such days to the total number of days in said month. Thereafter, all Base Rent payments shall be paid in monthly installments, in advance, on the first day of each calendar month (the “Base Rent Due Date”). On each such date, Lessee shall pay the full Base Rent payment.

4.6.2 No payment to or receipt by Lessor of a lesser amount than that which is due and payable under the provisions of this Lease at the time of such payment shall be deemed to be other than a payment on account of the earliest payment due, nor shall any endorsement or statement on any check or payment prejudice in any way Lessor’s right to recover the balance of such payment or pursue any other remedy provided in this Lease or by law.

4.6.3 All payments (and reports, if any) required by this SECTION 4.6 shall be remitted to the following address by the due date(s) specified hereinabove:

Phoenix-Mesa Gateway Airport Authority
Attn.: Department of Finance (Accounts Receivable)
5835 S. Sossaman Road
Mesa, Arizona 85212-6014

or such other address specified in writing by Lessor to Lessee.

4.7 Finance Charges and Late Fees. If Lessee fails to pay any installment of Base Rent or any other charge due and owing to Lessor in full on or before the applicable due date, Lessee shall be responsible for interest on the unpaid installment at the rate of EIGHTEEN PERCENT (18%) per annum from the due date until payment in full is made. In addition, in the event any installment of Base Rent or other charge owing to Lessor is paid more than TEN (10) days after the due date, a late penalty of TEN PERCENT (10%) of the amount of such delinquent Base Rent installment or other charge shall be due and payable in addition thereto.

4.8 Taxes. In the event any governmental authority shall impose a tax or imposition based upon any Base Rent payments or any other sums paid or owing hereunder, or the receipt of such payments by Lessor, Lessee shall pay such amounts to Lessor at the same time and in addition to payments hereunder, which amounts may include, but are not limited to, any or all rental, transaction privilege, sales, excise or other similar tax except income taxes.
4.9 **Survival.** Lessee’s obligation to pay all amounts stated herein, together with any interest thereon and/or penalties therefor, shall survive the termination of this Lease.

5. **PERFORMANCE GUARANTEE.**

5.1 **Security Deposit.**

5.1.1 On or before the Effective Date, Lessee shall pay to Lessor an amount equivalent to FIVE THOUSAND, TWO HUNDRED AND FORTY-THREE 92/100 DOLLARS ($5,243.92), as a security deposit (the “Security Deposit) to insure the faithful performance of all of Lessee’s obligations hereunder.

5.1.2 The Security Deposit, at the election of Lessor, may be applied in reduction of any loss and/or damage sustained by Lessor by reason of the occurrence of any breach, nonperformance or default by Lessee under this Lease without the waiver of any other right or remedy available to Lessor at law, in equity or under the terms of this Lease. If any portion of the Security Deposit is so used or applied, Lessee shall, within FIVE (5) business days after written notice from Lessor, deposit with Lessor immediately available funds in an amount sufficient to restore the Security Deposit to its original amount. In the event of a sale or other transfer of the Premises by Lessor, Lessor shall transfer the remaining balance (if any) of the Security Deposit to Lessor’s successor in interest, whereupon the transferor Lessor shall be released from liability to Lessee for the return of such Security Deposit. Unless this Lease is terminated as a result of Lessee’s default whereupon Lessee shall immediately forfeit its Security Deposit to Lessor, upon termination, Lessor shall return to Lessee all portions of the Security Deposit which were not otherwise applied by Lessor as permitted above. Lessor shall have no obligation to maintain a separate account for such security deposit and shall have no obligation to pay interest thereon.

5.2 **Improvement Construction Guarantee.** Notwithstanding and in addition to the Security Deposit, Lessee’s specific obligation to timely complete the improvements described in SECTION 7 herein shall be secured, at Lessee’s sole cost and expense and prior to commencement of construction of said improvements, by any one of the following instruments, chosen at Lessee’s discretion:

5.2.1 **Letter of Credit.** Such instrument (the “Letter of Credit”) shall be irrevocable, in an amount equal to the total amount of the construction contract(s) for the construction of the improvements (described in SECTION 7 herein) plus TEN PERCENT (10%) of such amount (the “Improvement Costs”) and be issued to Lessee by a financial institution (the “Bank”) acceptable to Lessor. The Letter of Credit shall have a term extending from the date of commencement of construction until the date which is TWENTY-FOUR (24) months thereafter, after which date it shall be renewed on a year-to-year basis until such improvements are completed. Should Lessee utilize the Letter of Credit option hereunder, and should Lessee abandon or otherwise fail to complete the improvements described in SECTION 7 below by the Construction Milestone date set forth in SECTION 7.2.4, then, in addition to any other remedies set forth in this Lease, Lessor shall be entitled to apply to the Bank, following a period of THIRTY (30) calendar days prior written notice to Lessee, for immediate release to Lessor from the Letter of Credit of a dollar amount sufficient to complete such improvements. Lessor’s application shall contain evidence of the failure of completion and the estimated dollar amount needed to accomplish such completion. The terms of the Letter of Credit shall require immediate payment to Lessor for the amount set forth in Lessor’s application. Upon and following such payment to Lessor, the Letter of Credit shall remain in full force to accommodate further applications, if any, and shall not be subject to cancellation or revocation until fully drawn or otherwise released or satisfied upon full compliance by Lessee. Lessor must approve the form and content of any Letter of Credit in writing.

5.2.2 **Performance Bond.** Such instrument shall be a construction performance bond or other form of financial security acceptable to Lessor and payable to Lessor in an amount equal to the total amount of the Improvement Costs plus TEN PERCENT (10%) (the “Bond”). The Bond shall be terminable by Lessee, with Lessor approval, upon completion of the Improvements and issuance of a Certificate of Occupancy (CoF0) as provided in SECTION 7.2.4. Should Lessee utilize the Bond option hereunder, and should Lessee abandon or otherwise fail to complete the improvements described in SECTION 7 below by the Construction Milestone date set forth in SECTION 7.2.4, then, in addition to any other remedies set forth in this Lease, Lessor shall be
entitled, following a period of THIRTY (30) calendar days prior written notice to Lessee, to declare Lessee in
default under the Bond, to claim against the Bond, enforce the terms thereof and obtain immediate payment
to Lessor pursuant thereto of a dollar amount sufficient to complete such Improvements.

6. **AIRCRAFT OPERATIONS GUIDELINES.**

If and to the extent that Lessee, including its subtenants, contractors, agents, etc., operates aircraft at
or on the Airport, Lessee shall be subject to the provisions of **EXHIBIT C.** If any subtenant, contractor or
agent of Lessee conducting activities on or at the Premises operates aircraft at the Airport, all shall be subject
to the provisions of **EXHIBIT C,** which Lessor may enforce directly against such subtenant, contractor or agent,
but Lessee shall have no direct liability or responsibility with respect to such matters; except, however, Lessee
shall be responsible for compliance by its subtenants, contractors and/or agents with the **Airport Rules and
Regulations** and **Minimum Standards,** as appropriate.

7. **IMPROVEMENTS.**

7.1 **Construction by Lessee.** Lessee shall, at its sole cost and expense, construct improvements
on the Premises that generally shall consist of (i) paving a portion of the Premises and installing a modified
perimeter fence line to accommodate non-aeronautical vehicular parking, (ii) paving a portion of the premises
for aeronautical aircraft parking, and (iii) installing an above ground storage fuel tank and fuel dispensing
apparatus to accommodate aircraft self-fueling operations with an estimated total capital investment of
$2,500,000.00 (collectively, the “Improvements”) and in accordance with a site plan prepared by Lessee and
approved by Lessor’s Design Review Committee, such approval not to be unreasonably withheld or delayed,
and in compliance with all applicable governmental regulations, restrictions and building codes. Lessor and
Lessee agree that Lessee shall be solely responsible for: (i) any required connection(s) between the Premises
and the terminating point of the existing vehicular access way to the Premises, as reasonably required by Lessor;
(ii) constructing all improvements necessary to bring all utilities onto the Premises, including, without limitation,
electrical, gas, water, sewer, cable and telephone utilities; (iii) installing all utility meters and water and sewer
lines to service all improvements constructed on the Premises; and (iv) constructing all improvements necessary
to connect the Premises to existing taxiways or taxilanes in accordance with and if allowable under all Airport
and FAA rules, regulations and other requirements.

7.2 **Construction Milestones.** Lessee shall construct its Improvements pursuant to the following
schedule (each of which events are herein called a “Construction Milestone”):

7.2.1 Lessee shall submit its Improvement design plans to Lessor for review and approval
no later than October 31st, 2020;

7.2.2 Lessee shall submit its Improvement construction plans to the City of Mesa for a
construction permit no later than January 31st, 2021;

7.2.3 Lessee shall commence construction of the Improvements and provide written notice
to Lessor of such within SIXTY (60) calendar days after the issuance of all necessary construction permits and
receipt of all approvals required for such, including any approvals required from the FAA, but no later than
May 1st, 2021; and

7.2.4 Lessee shall complete construction of all improvements to be constructed by Lessee
at and on the Premises, and shall have obtained a CofO (or its equivalent) from the City of Mesa therefor, no
later than September 1st, 2021.

7.2.5 If Lessee fails to complete construction by the date specified in SECTION 7.2.4, Lessee
shall pay to Lessor an amount equal to ($385.00) for each day that Lessee is late completing such construction
(a “Late Completion Fee”), which payment by Lessee shall be in addition to any Base Rent due from Lessee
hereunder. Lessee shall pay Lessor all Late Completion Fees to Lessor on the FIRST (1st) day of the month
following the date on which such Late Completion Fee first accrues, until such time as all Late Completion
Fees are paid in full. If Lessee is unable to meet a Construction Milestone for reasons beyond Lessee’s
reasonable control, then the applicable Construction Milestone shall be extended by ONE (1) day for each day of such delay, as determined in Lessor’s sole and absolute discretion.

7.3 No Alterations. Lessee shall make no material improvements or alterations to the Premises during the Term of this Lease without the prior written permission of Lessor, which shall not be unreasonably withheld or delayed and, if and to the extent applicable, without the approval by Lessor’s Design Review Committee. Lessee shall provide Lessor with electronic as-built drawings (or their equivalent) when any improvement or alteration is completed for which such drawings are reasonably required.

7.4 Title to Alterations and Improvements. Title to all Improvements and Alterations on the Premises (but not personal property or trade fixtures) shall vest in Lessor upon the expiration of this Lease, and Lessee agrees to execute and deliver to Lessor, within TEN (10) business days after Lessor’s request therefor, a quitclaim deed confirming that title to such improvements and alterations is vested in Lessor.

7.5 Mechanics’ Liens. Lessee shall keep the Premises and all improvements constructed by Lessee thereon free of any mechanic or materialmen’s liens. In the event that any such lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Premises by bonding or otherwise within THIRTY (30) calendar days of notice thereof.

7.6 Permit Required. Lessee shall be responsible for determining whether it is subject to local building/construction codes or permit requirements, and for compliance with them to the extent they are applicable. All structural, electrical, plumbing or mechanical construction or reconstruction shall conform to City of Mesa (the “City”) construction and technical codes. No such work shall be commenced without first submitting required plans and obtaining required permits from the City. All such work shall be permitted, inspected and approved by the City prior to concealment or use. Lessee shall provide to Lessor a contemporaneous copy of Lessee’s permit application and the associated plans and specifications.

7.7 Damage or Destruction. Lessee shall maintain insurance on all of Lessee’s improvements to the Premises. In the event that all or any portion Lessee’s improvements are destroyed or rendered unusable due to fire or other catastrophe, Lessee shall replace, repair, restore, modify or improve said improvements, subject to the provisions of SECTION 7.6, using available insurance proceeds together with any additional funds from other available sources, or, alternatively, Lessee shall pay the replacement cost of the improvements to Lessor.

8. MAINTENANCE.

8.1 Lessee Responsibilities. Lessee shall, at its sole cost and expense, keep the Premises and all improvements therein in a neat and clean condition and in good order, condition and repair throughout the Term. In doing so, Lessee shall prepare, maintain and follow a preventative maintenance schedule for all mechanical, electrical, plumbing, drain, piping and air conditioning systems on the Premises, and, upon request, provide a copy of such schedule to Lessor and, if required by Lessor, a list of the dates on which such maintenance was actually done. Lessee’s maintenance of the Premises shall consist of the inspection, servicing and repair of all systems and improvements, including the boilers, interior and exterior roof and structures, electrical, plumbing, heating and cooling, fire detection and suppression systems, pavements, pest control, landscaping, perimeter fencing, and grounds maintenance.

8.2 Damage to Lessor Property. Any real or personal property of Lessor damaged or destroyed by Lessee as a result of Lessee’s use or occupancy of the Premises shall be promptly repaired or replaced by Lessee to the satisfaction of Lessor. In lieu of such repair or replacement, where required by Lessor, Lessee shall pay to Lessor an amount sufficient to compensate for the loss sustained by Lessor.

8.3 Trash Removal. Lessee shall at all times keep the Premises in a neat, clean, safe, sanitary and orderly condition and shall keep such area free of all trash and debris. Lessee shall be responsible for all trash removal from the Premises and Lessee shall deposit all trash and debris only at collection stations located on or in proximity to the Premises, in accordance with City code.
8.4 **Emergency Repairs.** Within **FIFTEEN (15)** days of the Effective Date, Lessee shall provide Lessor with a list of names and telephone numbers for 24-hour emergency contact for the Premises. Lessee shall promptly provide Lessor with updated lists and changes as necessary.

9. **ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS.**

9.1 **Any Transfer of Lease Interest Requires Lessor Advance Written Approval.** In the event Lessee desires to transfer, assign, encumber, pledge or hypothecate any portion of its interest in this Lease or any right or interest hereunder (including, but not limited to as part of a mortgagor deed of trust or an assignment by means of a foreclosure or trustee’s sale thereunder)(individually and collectively, “Transfer”), or sublet the Premises or any part thereof, Lessee must obtain the prior written consent of Lessor, with such consent to be in sole and absolute discretion of Lessor without exception. Where Lessor approves in writing of such Transfer, Lessor shall be entitled to request and acquire written financial assurances, including, but not limited to financial statements, business plans and other information related to the financial condition and plans of any proposed transferee. Further, Lessor, may in its sole and absolute discretion require that Lessee still be liable at law and at equity, as well as financially liable, under the Lease, regardless of whether the assignee expressly assumes in writing all of Lessee’s obligations under this Lease or in the case of a sublease. Lessee understands and agrees to these terms and conditions regarding any proposed Transfer, and that any violation of this Section 9, may irreparably harm Lessor as the requirements set forth herein are directly related to PMGAA's (and any Lessee’s) legal and financial obligations to the Federal Aviation Administration. This section 9 shall remain valid and enforceable even in the event of amendment to or repeal of FAA regulations, so long as this section 9 does not directly conflict therewith.

9.2 **Lessee’s Required Advance Notice to Lessor of Proposed Transfer.** In order for Lessor to even consider a Transfer, Lessee must: (i) notify Lessor in writing at least Forty-five (45) days prior to such proposed transfer; (ii) deliver to Lessor, at the time of Lessee’s notice, current financial statements of Lessee and the proposed transferee (along with transferee’s business plans) that are reasonably acceptable to Lessor; and (iii) the transferee assumes and agrees in writing to perform Lessee’s obligations under this Lease. However, nothing herein shall be construed as Lessor providing its consent to any Transfer or relieving Lessee of any legal, financial or other obligation under the Lease, regardless of Lessor’s acceptance or refusal to accept such proposed transfer of Lease. For purposes of this Section 9.2, “Affiliate” means any person or entity that, directly or indirectly, controls, is controlled by or is under common control with Lessee. For purposes of this definition, “control” shall mean possessing the power to direct or cause the direction of the management and policies of the entity by the ownership of a majority of the voting securities of the entity.

9.3 **Deemed Transfers.** For the purposes of this Lease, a Transfer shall be deemed to include the following: (i) if Lessee is a corporation, partnership, limited liability company or other legal entity, the transfer of any ownership interest in such entity resulting in a change in the present control of such entity by the person or persons owning a majority of the ownership interest thereof as of the date of this Lease; provided, however, if Lessee is a corporation whose stock is traded on a nationally recognized stock exchange, the transfer of Lessee’s stock shall not constitute a Transfer requiring Lessor’s consent; or (ii) the sale of TWENTY-FIVE PERCENT (25%) or more in value of the assets of Lessee.

9.4 **Subletting.**

9.4.1 Lessee may sublease all or portions of the Premises if the following conditions are met:

a. The sublease and any amendments or modifications thereto are approved in advance and in writing by Lessor, or are in a form which shall have been previously approved in writing (except for changes that do not materially impact Lessor’s rights and interests) by Lessor. If a pre-approved form is used, Lessor’s advance approval of the actual sublease and any amendments or modifications thereto is not required.
b. Rent for subleased premises shall not be less than fair market value.

c. Sublessee(s) shall not pay, and Lessee shall not accept, prepayment of rent in excess of ONE (1) month's rent

d. The sublease(s) and sublessee(s) shall at all times be subject to the terms and conditions of this Lease.

e. The permitted uses of the Premises under any sublease shall be the same as that permitted under this Lease.

f. The term of any sublease shall not extend beyond the stated expiration of this Lease.

9.4.2 Upon request from Lessee, Lessor shall enter into a Non-Disturbance and Attornment Agreement; provided, however, that: (i) the conditions of SECTION 9.4.1 have been met; (ii) the sublessee is not then in default beyond an applicable cure period under the sublease or this Lease; and (iii) the sublessee does not have a history of noncompliance with the Airport Rules and Regulations or Minimum Standards. All legal fees incurred by Lessor in connection with any reasonably necessary legal counsel review and approval of a Non-Disturbance and Attornment Agreement shall be paid by Lessee.

9.4.3 Lessee shall not permit any sublessee unescorted access to the secured areas of the Airport unless and until the sublessee has obtained its own valid Airport security clearance and media from Lessor. Lessee acknowledges that it may take THIRTY (30) calendar days or more to process sublessee for security clearance and media.

9.4.4 Lessee shall submit a copy of each fully executed sublease to Lessor as soon as possible, but no later than FIVE (5) business days after execution.

9.5 Non-Disturbance. Lessor agrees, for the benefit of all subtenants of all or any part of the Premises, that if this Lease or Lessee's right to possession of the Premises is terminated for default or otherwise, all subleases of all or any part of the Premises, except any sublease to an affiliate of Lessee, shall continue in full force and effect, notwithstanding the termination, as direct leases between Lessor and the subtenants and all such subtenants shall, upon request, attorn in writing to Lessor.

9.6 This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which PMGAA acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from PMGAA and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by PMGAA pertaining to the Airport.

10. IDENTIFICATION SIGNS.

Lessee may install on the building in which the Premises is located, a sign or signs identifying its business on the exterior of the Premises; provided, however, that the general type, size, and location of such sign(s) shall conform to Lessor's Comprehensive Sign Plan, be approved in writing by Lessor in advance of installation and be subject to any signage rules, codes and/or regulations of any governmental authority.

11. DEFAULT; TERMINATION BY LESSOR.

11.1 Events of Default. Each of the following shall constitute a material default of this Lease by Lessee (an “Event of Default”):

11.1.1 Failure to pay any installment of Base Rent or other amount due from Lessee hereunder, or required by any other agreement between the Parties, provided that Lessee does not cure such failure within TEN (10) business days after delivery by Lessor of a written notice of such failure.

11.1.2 Failure to perform any of its other obligations under this Lease, provided that Lessee does not cure such failure within THIRTY (30) calendar days after delivery by Lessor of a written notice of such default; provided, however, if a cure of the default reasonably requires more than THIRTY (30) calendar days to complete, then the time to cure shall be extended so long as the cure is being diligently pursued.

11.1.3 The filing of any mechanic’s, materialmen’s or other lien or any kind against the Premises because of any act or omission of Lessee which lien is not discharged, by bonding or otherwise, within THIRTY (30) calendar days of receipt of actual notice thereof by Lessee.

11.1.4 The Transfer or attempted transfer of any interest in the Lease to any transferee without Lessor’s advance written authorization, which Lessor may withhold in its sole and absolute discretion.

11.2 Lessor’s Remedies. Upon the occurrence of an Event of Default under this Lease, Lessor may, without prejudice to any other rights and remedies available to a Lessor at law, in equity or by statute, but subject to the provisions of SECTIONS 9.2 and 23 herein, exercise one or more of the following remedies, all of which shall be construed and held to be cumulative and non-exclusive:

11.2.1 Terminate this Lease and re-enter and take possession of the Premises; or

11.2.2 Without terminating this Lease, re-enter and take possession of the Premises; or

11.2.3 Without such re-entry, recover possession of the Premises in the manner prescribed by any statute relating to summary process, and any demand for Base Rent, re-entry for condition broken, and any and all notices to quit, or other formalities of any nature to which Lessee may be entitled, are hereby specifically waived to the extent permitted by law; or

11.2.4 With or without terminating this Lease, Lessor may re-let the Premises or any portion thereof.

11.3 No Implied Termination. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have notified Lessee in writing that it has so elected to terminate this Lease. Lessee hereby waives all claims based on Lessor’s reentering and taking possession of the Premises, or removing and storing the property of Lessee, and shall save Lessor harmless from all losses, costs or damages occasioned thereby. No such reentry shall be considered or construed to be a forcible entry by Lessor.

11.4 Lessor’s Current Damages. Lessor is authorized to make such repairs, refurbishments or improvements to the Premises as may be necessary for the purpose of attempting to re-let the Premises, and the costs and expenses incurred in respect of such repairs, redecorating, refurbishments and improvements shall be paid by Lessee to Lessor within FIVE (5) business days after receipt of Lessor’s statement. If Lessor exercises any of the remedies stated above, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of the Event of Default, which shall include, without limitation, (i) the equivalent of the amount of the Base Rent and all other payments which would be payable under this Lease by Lessee for the remainder of the Term as if this Lease were still in effect, less (ii) the net proceeds of any re-letting by Lessor after deducting all of Lessor’s expenses in connection with such re-letting, which shall include, without limitation, repossession costs, repairs, redecorating, refurbishments or improvements to the Premises, brokerage commissions, attorneys’ fees, and legal expenses. Lessee shall pay such current damages to Lessor, in the amount set forth in the preceding sentence (hereinafter called the “Deficiency”), in monthly installments on the days on which the Base Rent would have been payable under this Lease as if this Lease were still in effect.

11.5 Lessor’s Final Damages. At any time after an Event of Default, whether or not Lessor shall have collected any monthly Deficiency as set forth above, Lessor shall be entitled to recover from Lessee, and Lessee shall pay to Lessor, on demand, as final damages for the applicable Event of Default, the sum of (a) the
then present worth (at a discount at the rate of SIX PERCENT (6%) per annum) of (i) the aggregate of the Base Rent and all other amounts to be paid by Lessee hereunder for the unexpired portion of the term of this Lease (assuming this Lease had not been terminated), less (ii) the amount of such loss that could have been reasonably avoided, plus (b) repossession costs, Lessor’s expenses in connection with any attempts it may have made to re-let the Premises (which shall include, without limitation, repairs, refurbishments or improvements to the Premises and brokerage commissions), attorneys’ fees, legal expenses, and all other damages incurred by Lessor as a result of such Event of Default. In determining the amount of loss that could reasonably be provided, other reasonably projected rental income from leasing the Premises shall be taken into account.

11.6 No Waiver by Lessor. No waiver by Lessor of any breach or default by Lessee in the performance of its obligations under this Lease shall be deemed to be a waiver of any subsequent default by Lessee in the performance of any such obligations, and no express waiver shall affect an Event of Default in a manner other than as specified in said waiver. The consent or approval by Lessor to or of any act by Lessee requiring Lessor’s consent or approval shall not be deemed to waive or render unnecessary Lessor’s consent or approval to or of any subsequent similar acts by Lessee.

11.7 Content of Default Notice. Any default notice tendered to Lessee hereunder shall be deemed to be sufficient if it is reasonably calculated to put Lessee on inquiry as to the nature and extent of such default, and is made in accordance with SECTION 20 herein.

11.8 Limitation on Exercise of Termination Remedy by Lessor. Notwithstanding anything to the contrary in SECTION 11.2 hereinafore, if an Event of Default occurs, Lessor shall not have the remedy of terminating this Lease or of taking possession of the Premises unless: (i) the Event of Default consists of a failure to pay Base Rent or other amounts owed to Lessor; or (ii) Lessor has no other remedy that is adequate to protect Lessor’s interests. Other remedies that are available to Lessor include self-help and recovery of damages, and nothing in this SECTION 11 shall limit the exercise of any such other remedy.

11.9 Waiver of Landlord’s Lien. Lessor hereby waives all statutory or common law landlord’s lien rights with respect to personal property located on the Premises.

12. ASSUMPTION OF CRITICAL OPERATIONS.

In the event that Lessee voluntarily abandons or is prevented from furnishing any of its required commercial services which have been deemed by Lessor in advance and in writing to be critical to the operation of the Airport, and Lessee has received and is in agreement with said notification, Lessor shall have the immediate right or, if time permits, upon Twenty-Four (24) hours advance written notice to Lessee, to assume responsibility for providing such critical services until such time as Lessee or another entity acceptable to Lessor assumes responsibility for providing those services. In exercising such right, Lessor may take temporary control of the Premises, or any portion thereof involved in providing such commercial services, together with whatever improvements, fixtures and equipment on the Premises as are necessary to provide the critical services without waiving any of Lessor’s rights hereunder. In the event Lessor takes temporary control of the Premises or any portion thereof, Lessor shall pay to Lessee such rent or fees reasonably commensurate with Lessor’s assumption and use of that portion of the Premises to provide those critical, commercial services.

13. INDEMNIFICATION.

To the fullest extent permitted by law, Lessee hereby agrees to defend, indemnify and hold harmless Lessor and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions and employees (hereinafter referred to collectively as the “Lessor” for purposes of this SECTION 13) for, from and against any and all claims, causes of action, liability, suits, litigation (including reasonable attorney’s fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever which arise out of or in connection with (i) any accident, injury or damages occurring within the Premises, or (ii) any negligent act or omission of Lessee or its agents, employees, contractors, or subcontractors (hereinafter referred to collectively as “Lessee” for purposes of this SECTION 13) in connection with Lessee’s operations hereunder and which result directly or indirectly in the injury to or death of any persons or the
14. ENVIRONMENTAL PROTECTION.

14.1 Definitions. Unless the context shall clearly require otherwise, the terms defined in this SECTION 14 shall, for all purposes of this Lease and of any agreement amendatory hereof or supplemental hereto, have the meanings herein specified, with the following definitions to be equally applicable to both the single and plural forms of any of the following:

14.1.1 Environmental Laws. The term “Environmental Laws” shall mean any one or all of the following, as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; the Toxic Substances Control Act, 15 USC Section 2601 et seq.; the Safe Drinking Water Act, 42 USC Section 300f et seq.; the Clean Water Act, 33 USC Section 1251 et seq.; the Clean Air Act, 42 USC Section 7401 et seq.; the Arizona Hazardous Waste Management Act, A.R.S. Section 49-921 et seq.; the Arizona Environmental Quality Act, A.R.S. Title 49, as amended; and all regulations thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land, or that govern the use of hazardous materials, hazardous waste and hazardous substances and petroleum products.

14.1.2 Hazardous Material. The term “Hazardous Material” shall mean any toxic or hazardous material, substance or waste, or any pollutant or contaminant as defined or regulated pursuant to any Environmental Law and petroleum products. For purposes of this definition, petroleum includes petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading and finishing (e.g., distillate fuel oils, petroleum solvents and used oils).

14.2 Release by Lessor. Lessor shall indemnify Lessee to the fullest extent permitted by law for any and all environmental damage of any kind, or for the effects of Hazardous Material on the environment, or on any person or property, if any, which have been caused by the use of, or releases from, the Premises and the Airport prior to Lessee’s occupancy of any part thereof. Lessee is not liable for any claims or damages arising from environmental damage resulting from or that are the result of contamination of any kind existing on the Premises or surrounding sites prior to Lessee’s occupancy of thereof.

14.3 Lessee Compliance.

14.3.1 Lessee shall, at the Lessee’s own expense, comply with all present and hereafter enacted Environmental Law, including any amendments thereto, affecting Lessee’s activities on and property interest in the Premises during the period of Lessee’s occupancy of thereof under this Lease.

14.3.2 Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises or the Airport by Lessee’s agents, employees, contractors or invitees in violation or threatened or suspected violation of any Environmental Law. The Parties recognize and agree that Lessee may bring on the Premises and Airport and use Hazardous Materials that are ordinarily and customarily used in the conduct of Lessee’s permitted activities under this Lease, provided that such use shall comply fully with all applicable Environmental Laws.

14.4 Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, defend (with counsel reasonably acceptable to Lessor), protect and hold harmless Lessor and its employees and agents for, from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result of
any of Lessee’s activities or operations on the Premises or Airport. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the property, land, soil and underground or surface water as required under the law. Lessee’s obligations and liabilities under this SECTION 14.4 shall survive the termination of this Lease. The indemnification of Lessor by Lessee as described above includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision. Lessor reserves the right to seek injunctive relief as may be permitted under law and equity.

14.5 Remediation. Without limiting the foregoing, if the presence of any Hazardous Material during the Term of this Lease caused or permitted by Lessee results in any Release on the Airport in violation of or potential violation of any Environmental Law, Lessee shall promptly take action to remediate the affected property at its sole expense as necessary to return the Airport to the condition existing prior to the introduction of any such Hazardous Material to the Airport; provided that Lessor’s approval of such actions shall first be obtained, which approval shall not, except in an emergency, be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Airport and Lessee is not under administrative or court order related to such remediation action. Notwithstanding Lessor’s approval pursuant to this SECTION 14.4, Lessor is not responsible for directing or managing any remediation action. For purposes of this SECTION 14.4, the term “Release” means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

14.6 Governmental Submittals. Lessee shall, at Lessee’s own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the “Government”) under the Environmental Laws. Should the Government determine that a site characterization, site assessment and/or cleanup plan should be prepared and/or that a cleanup should be undertaken because of any spills or discharges of Hazardous Materials by reasons of Lessee’s activities or actions at the Airport which occur during the term of this Lease, then Lessee shall, at the Lessee’s own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans.

14.7 Information Sharing. Lessee shall immediately notify Lessor of any of the following: (i) Lessee’s receipt of any notification from any governmental entity either charging or informing Lessee that it will be charged with a significant (as defined below) violation of Environmental Laws, and (ii) any significant change in Lessee’s activities on the Premises or Airport that is reasonably likely to adversely change Lessee’s or Lessor’s obligations or liabilities under the Environmental Laws. In addition, Lessee agrees to provide Lessor with copies of documents reflecting the physical condition of the Premises, including but not limited to, environmental testing of soils and groundwater, and information reasonably requested by Lessor to determine the applicability of the Environmental Laws to the Premises, or to respond to any governmental investigation or claim of liability by third parties which is related to environmental contamination of the Premises or Airport, including Lessee’s activities thereon. A “significant violation of Environmental Law” shall be any violation that requires more than THIRTY (30) calendar days to resolve.

14.8 Sublease. Lessee shall insert provisions substantially identical to the provisions of this SECTION 14 in any sublease agreement or contract by which it grants a right or privilege to any person, firm, corporation or other entity under this Lease.

14.9 Actions of Lessee. The activities or actions of Lessee under this SECTION 14 shall include the activities or actions of Lessee’s officers, directors, employees, agents, contractors, invitees and successors.

14.10 Clean Water Act; NPDES Permits and SWPPPs. Without in any way limiting the foregoing, Lessee shall comply with all Environmental Laws regarding discharges to water and land, including, without limitation, obtaining and complying with an individual National Pollutant Discharge Elimination System (“NPDES”) permit, or requesting coverage under and complying with any applicable Multi-Sector General Permit (MSGP) obtained by Lessor. If applicable, Lessee shall also prepare and comply with a site-specific MSGP with an individual Storm Water Pollution Prevention Plan (“SWPPP”) or any revisions to a SWPPP, with respect to Lessee’s operations or activities on the Premises or Airport. At Lessee’s discretion and if applicable, Lessee may choose to be added to Lessor’s Storm Water Permit. Proof of individual compliance or
compliance by being added to the Lessor’s permit shall be provided in the form of both the Lessee’s Notice of Intent (NOI) that has been received by the Arizona Department of Environmental Quality (ADEQ) and the individual Arizona Multi-Sector General Permit (AZMSGP) number associated with the NOI, within 30 days.

14.11 Right to Enter Premises. Lessor’s rights under this Lease specifically include the right of Lessor, the United States Government, the Environmental Protection Agency (the EPA), the Arizona Department of Environmental Quality (ADEQ) and the Arizona Department of Occupational Safety and Health (ADOSH) to enter the Premises upon reasonable notice to Lessee for purposes of: (i) inspecting Lessee’s compliance with environmental, occupational safety and health laws and regulations, whether or not such party is responsible for enforcing such laws; (ii) conducting environmental investigation or remediation, including, without limitation, performing tests and surveys, drillings, test-pitting, borings, compiling data and/or records, and other activities related to environmental investigation; and (iii) carrying out remedial or removal actions as required or necessary under applicable laws, including, without limitation, installing monitoring wells, pumping wells and/or treatment facilities. Lessor shall give Lessee TWENTY-FOUR (24) hour’s prior notice of its intention to enter the Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. Lessee shall have no claim against Lessor for any entries by the United States, EPA, ADEQ, Arizona ADOSH, or any officer, agent, employee or contractor thereof.


14.12.1 The Parties assume no liability or responsibility for environmental impacts and damage caused by the U.S. Air Force’s use of Hazardous Materials on any portion of the Airport, including the Premises, prior to the Effective Date, and have no obligation under this Lease to undertake the defense of any claim or action, whether in existence now or brought in the future, solely arising out of the use of or release of any Hazardous Materials or deposits of solid waste on or from any part of the Airport, including, but not limited to, the Premises. Further, the Parties have no obligation under this Lease to undertake environmental response, remediation, or cleanup relating to such use or release. For purposes of this SECTION 14.12, “defense” or “environmental response, remediation, or cleanup” shall include liability and responsibility for the costs of damage, penalties, legal and investigative services relating to such use or release. The terms, “Occupation” or “Use” shall mean any activity or presence (in or upon) such portion of, or such building, facility or other improvement on the Premises.

14.12.2 Pursuant to Section VII.E.3 of the Deed (as defined herein), the U.S. Air Force warrants and covenants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Airport has been completed prior to the date of the Deed and, further, any remedial action found to be necessary after the date of the Deed shall be conducted by the U.S. Air Force; provided, however, that the foregoing covenant does not apply where Lessor or Lessee is a potentially responsible party with respect to any portion of the Premises or the Airport.

14.13 Cleanup Requirements. Lessee agrees that Lessor assumes no liability to Lessee should Hazardous Materials cleanup or related requirements, whether imposed by law, regulatory agencies, the U.S. Air Force or Department of Defense interfere with Lessee’s use of the Premises. Lessee shall have no claim against Lessor or the United States or any officer, agent, employee or contractor thereof on account of any such interference whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the Federal Facilities Agreement (FFA) or the Installation Restoration Program (IRP) or under this Lease or otherwise. Lessee agrees to comply with the provisions of any health or safety plan in effect under the IRP or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action shall, to the extent practicable, be coordinated with representatives designated by Lessee. Lessee shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof.

14.14 Spill Protection Plan. In the event Lessee undertakes any type of manufacturing, maintenance or other activities on the Premises involving the use or generation of any Hazardous Materials regulated by Hazardous Materials Laws, Lessee shall have an approved plan for responding to Hazardous Materials, fuel,
and other chemical spills prior to commencement of activities on the Premises and other approved Airport locations. Such plan shall comply with all applicable requirements of said plan which shall be updated from time to time or as may be required to comply with changes in site conditions or applicable requirements, and shall be approved by all agencies having regulatory jurisdiction over such plan. Such plan shall be independent of Lessor’s spill prevention and response plans, if any. Lessee shall not rely on use of Lessor or Lessor personnel or equipment in execution of its plan. Lessee shall file a copy of the approved plan and approved amendments thereto with Lessor’s Environmental and Archeological Coordinator within THIRTY (30) calendar days of receipt of a CofO from the City. Notwithstanding the foregoing, should Lessor provide any personnel or equipment, whether for initial fire response and/or spill containment, on the request of Lessee, or because Lessee was not, in the opinion of Lessor, conducting fire-fighting, containment or timely cleanup actions, Lessee agrees to reimburse Lessor for its actual costs in accordance with all applicable laws and regulations.

14.15 **Wells.** Lessee shall not install any drinking water or other wells in any location on the Premises without the prior written approval of Lessor.

14.16 **Construction Activities and Surface Disturbances.**

14.16.1 Should Lessee be permitted to construct improvements on the Premises, Lessee agrees that in the event any hazardous substances, pollutants, contaminants, petroleum or petroleum derivatives are found, Lessee shall promptly notify Lessor of such discovery and shall immediately cease said construction pending investigation and remedial action, if necessary, by Lessor or the appropriate regulatory agency.

14.16.2 After construction of Lessee’s improvements on the Premises, if any, either in the future or as otherwise provided herein, Lessee shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of Lessor, which shall not be unreasonably withheld.

15. **PROTECTION OF WETLANDS.**

Lessee shall minimize the destruction, loss, or degradation of any wetlands located on the Premises. Lessor believes there are no wetlands existing on the Premises as of the Effective Date. However, before locating new construction in wetlands, if any exist, Lessee shall contact Lessor and the United States Army Corps of Engineers and obtain a permit or waivers under Section 404 of the Clean Water Act. For purposes of this Section 15, the term, “new construction,” includes structures, facilities, draining, dredging, channeling, filling, diking, impounding, and related activities.

16. **SPECIAL PROVISIONS.**

16.1 Lessee shall comply with all applicable Federal, State, and local occupational safety and health regulations.

16.2 Lessee shall be responsible for determining whether it is subject to State and local sanitation, licensing, building code or building permit requirements and whether or not it requires a permit to do business and for compliance with them to the extent they are applicable.

17. **INSURANCE.**

17.1 **Coverage Required.** Lessee shall procure and maintain, or cause to be procured and maintained, the following types and amounts of insurance with respect to the Premises:

17.1.1 **Airport Premises Liability** ($5,000,000.00 per occurrence) insurance covering third party bodily injury and property damage, and including coverage for "premises/operations," "products and completed operations," "professional," "host liquor" and "blanket contractual liabilities."

17.1.2 **Builder’s Risk** (Cost plus 10% of Improvements) insurance covering the insured’s Premises and all replacements and/or additions thereto for their full insurable value on a "replacement cost" basis and requires an ISO Special Causes of Loss form or equivalent.
17.1.3 Commercial Automobile Liability ($1,000,000.00 per occurrence) insurance covering all owned, non-owned and hire vehicles operated on the Airport that are assigned to or used in the performance of commercial activities, or that are operated within the AOA. If any hazardous materials are transported within Airport boundaries in conjunction with the operator's business activities, an MSC-90 Endorsement is required.

17.1.4 Environmental Impairment Liability ($2,000,000.00 per occurrence) insurance covering third party bodily injury and property damage associated with hazardous material storage facilities, tanks, piping, ancillary equipment and containment structures, or structures that are used, controlled, constructed or maintained on the Airport, and including expenses for defense, release mitigation and off- and on-site remediation.

17.1.5 Property (Full value of essential personal property and Improvements, if any, on an all risks, replacement cost basis)

17.1.6 Worker's Compensation insurance, as required by law, and Employer's Liability insurance in the amount of $1,000,000.00 covering work-related injuries to employees and others permitted to operate or otherwise conduct business on the Premises.

17.2 Form. Each insurance policy obtained pursuant to this SECTION, except for Worker's Compensation and Employer's Liability policies, shall: (i) name Lessor as a certificate holder and additional named insured via endorsement; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to Lessor not less than THIRTY (30) calendar days before such cancellation or modification takes effect TEN (10) days in case of nonpayment of premium); and (iii) contain a waiver of subrogation in favor of Lessor. Lessee shall not permit any insurance policy to be canceled or modified without Lessor's written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed to do business in the State of Arizona and possessing a rating of at least A – VII or higher from the A.M. Best Company, or an equivalent rating and approved by Lessor.

17.3 Certificates of Insurance. Lessee shall deliver a certificate of insurance for each policy required along with an endorsement naming Phoenix-Mesa Gateway Airport Authority as additional insured, herein to Lessor, in standard Acord or equivalent form, prior to the Effective Date and shall continue to provide such certificates throughout the term of this Lease.

17.4 Additional Insurance. At any time during the term of this Lease, Lessor may, if in its reasonable determination the insurance coverage required by this SECTION 17 is no longer adequate, require Lessee to increase its coverage to commercially reasonable amounts.

17.5 Blanket Insurance. Lessee’s insurance obligations under this Lease may be satisfied by means of “blanket” or excess policies.

17.6 Insurance by Lessor. In the event Lessee shall fail to procure any insurance required hereunder, Lessor may, upon written notice to Lessee, procure and maintain any or all of the insurance required of Lessee under this SECTION. In such event, all costs of such insurance procured and maintained by Lessor on behalf of Lessee shall be the responsibility of Lessee and shall be fully reimbursed to Lessor within TEN (10) business days after Lessor advises Lessee of the cost thereof.

18. SURRENDER OF POSSESSION.

18.1 Condition of Property.

18.1.1 Upon the expiration or earlier termination of this Lease, Lessee’s right to occupy the Premises and exercise the privileges and rights granted thereunder shall cease, and Lessee shall peaceably surrender the same and leave the Premises broom clean and in good condition except for normal wear and tear. All trade fixtures, equipment, and other personal property installed or placed by Lessee on the Premises which are not permanently affixed thereto shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this Lease, to remove the same from the Airport and Lessee shall repair, at its sole cost,
any damage caused by such removal. Any property not removed by Lessee within FIFTEEN (15) calendar days of the expiration or earlier termination of this Lease, or revocation of Lessee’s right to occupy the Premises, shall become a part of the Premises, and ownership thereof shall vest in Lessor. Lessee shall, however, remain financially liable to Lessor for the cost of repairs to the Premises incurred as a result of Lessor’s removal and/or relocation of property formerly belonging to Lessee and not otherwise removed from the Premises, as provided herein, and shall remit to Lessor payment for such costs within TEN (10) business days of Lessee’s receipt of Lessor’s invoice therefor.

18.1.2 Any trade fixtures, equipment or other property affixed to the Premises by Lessee shall, if required by Lessor, be permanently removed from the Premises by Lessee, at Lessee’s expense, within FIVE (5) business days of Lease termination. Should Lessee fail to remove such trade fixtures, equipment or other property within said time, Lessor may remove and dispose of such trade fixtures, equipment or other property at Lessee’s expense, and Lessee shall reimburse Lessor for the costs thereof within TEN (10) business days of receipt of Lessor’s invoice therefor.

18.2 Holding Over. Lessee shall not remain in possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Lessor. Should Lessee hold over without the express written consent of Lessor, such tenancy shall be at the sufferance of Lessor and not a renewal of the Term. In such case, the Base Rent and all other charges due pursuant to this Lease shall be payable at ONE HUNDRED FIFTY PERCENT (150%) of the amount payable during the last year of the Term, and such tenancy at sufferance shall be subject to every other term, covenant and provision of this Lease. In the event Lessee holds over, Lessee shall be liable for all of Lessor’s direct and consequential damages, which shall include, without limitation, costs, fees, expenses, damages and attorneys’ fees incurred by Lessor as a result of Lessee’s holding over, and damages and expenses incurred by Lessor for its inability to deliver possession of the Premises to a new lessee.

19. INSPECTION BY LESSOR.

Lessor may enter upon the Premises at reasonable times and upon reasonable notice for any reasonable purpose, including, but not limited to, compliance with the terms and conditions of this Lease and the exercise of its governmental functions for such activities as fire protection or security.

20. NOTICES.

20.1 All notices required or permitted under this Lease shall not be effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses:

TO LESSOR:  Phoenix-Mesa Gateway Airport Authority  Attn: Business Development Department  5835 South Sossaman Road  Mesa, Arizona 85212

TO LESSEE:  IWA Holdings, LLC  Attn.: Derrick S. Dennis, President  1555 The Greens Way  Jacksonville Beach, FL 32250

20.2 Any notice shall be deemed to have been received TWO (2) business days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by reputable commercial overnight courier service. Any Party may designate in writing a different address for notice purposes pursuant to this SECTION.
21. **SEVERABILITY.**

Should a court of competent jurisdiction declare any provision of this Lease invalid, the remaining terms shall remain effective.

22. **SALES AND PROPERTY TAXES.**

Lessee shall pay any leasehold tax, sales tax, personal property tax, transaction privilege tax, license or permit fee, or any other tax assessed as the result of its occupancy of Premises or conduct of any activity at the Airport under authority of this Lease, including any such tax assessable on Lessor. In the event that laws or judicial decisions result in the imposition of a real property tax or any other form of tax or imposition on the interest of Lessor, such tax shall also be paid by Lessee for the period this Lease is in effect, to the extent such taxes are reasonably attributable to the Premises or a portion thereof or the operation of Lessee’s business.

23. **APPROVALS, CONSENTS AND NOTICES.**

All approvals, consents and notices called for in this Lease shall be in writing, signed by the appropriate Party, and may not be established solely by oral testimony.

24. **LIENS AND MORTGAGES.**

24.1 **General Provisions.**

24.1.1 Except as provided in this SECTION 24, Lessee shall not engage in any financing or other transaction creating any mortgage or deed of trust upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Lessee’s interest in the Premises. Any such mortgage or deed of trust, encumbrance or lien shall be deemed a violation of this SECTION, constituting a failure by Lessee to comply with the terms of the Lease, on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

24.1.2 Notwithstanding anything to the contrary in SECTION 9 herein, Lessee shall, during the Term, be permitted to mortgage, collaterally assign, or otherwise encumber its leasehold interest under this Lease to secure indebtedness, including, without limitation, a loan to finance construction of improvements and other development on the Premises, and including refinancing’s thereof, subject to the restrictions of SECTION 24.1.3, and provided that the language of such mortgage or deed of trust and of all related documents that require the execution, approval, or consent of Lessor shall be subject to the prior review and approval of legal counsel for Lessor, and that all legal fees incurred by Lessor in connection with such legal counsel review and approval shall be paid by Lessee. Any such encumbrance is referred to as a “Mortgage” and the holder thereof a “Mortgagee.” The Mortgagee, upon taking possession or upon foreclosure or taking an assignment in lieu thereof, shall be liable for all future rents and obligations hereunder and shall attorn to Lessor. No Mortgage shall encumber Lessor’s interest in the Premises or the improvements thereon. Further and promptly after Lessee assigns or encumbers any portion of the Premises or the improvements thereon, Lessee shall furnish Lessor with a written notice setting forth the name and address of such Mortgagee or trustee.

24.1.3 No Mortgage or deed of trust shall extend to or affect the fee, the reversionary interest or the estate of Lessor in the Premises. No Mortgage or deed of trust shall be binding upon Lessor in the enforcement of its rights and remedies under this Lease and by law provided, unless and until a copy thereof shall have been delivered to Lessor and such Mortgage or deed of trust is authorized in accordance with provisions of this SECTION 24.

24.2 **Lessor Agreement.** With respect to Mortgagees of the Premises, Lessor agrees that:

24.2.1 If requested by a Mortgagee which shall have duly registered in writing with Lessor its name and address, and if Lessor shall give any notice, demand, election or other communication required hereunder (hereafter, collectively, “Notices”) to Lessee, Lessor shall concurrently give a copy of each such Notice to the Mortgagee at the address designated by it. Notices shall be sent by registered or certified mail, return receipt requested, and shall be deemed given SEVENTY-TWO (72) hours after the time they are deposited.
in a United States Post Office with postage charges prepaid, addressed to the Mortgagee. No Notice given by Lessor to Lessee shall be binding upon or affect Lessee or the Mortgagee unless a copy of the Notice shall be given to the Mortgagee pursuant to this SECTION 24.2.1.

24.2.2 Such Mortgagee entitled to such Notices, as specified above, shall have any and all rights of Lessee with respect to the curing of any default hereunder by Lessee.

24.2.3 If Lessor shall elect to terminate this Lease by reason of any default by Lessee with respect to the Premises, the Mortgagee that shall have become entitled to Notice as provided in this SECTION 24.2 shall have any and all rights of Lessee with respect to curing of any default with respect to the Premises.

24.2.4 Nothing herein contained shall be deemed to impose any obligation on the part of Lessor to deliver physical possession of the Premises to such holder of a Mortgage. To the extent the physical possession of the Premises by a secured creditor is not inconsistent with the terms of this Lease, or is incompatible with the Lessor’s selection of available remedies in the Event of Default, Lessor shall not prevent such physical possession.

24.2.5 If more than one Mortgagee shall seek to exercise any of the rights provided for in this SECTION 24, the holder of the Mortgage having priority of lien over the other Mortgagees shall be entitled, as against the others, to exercise such rights. Should a dispute arise among Mortgagees regarding the priority of lien, the Mortgagees shall prove to the satisfaction of Lessor that they have settled that dispute.

24.3 Protection of Mortgagee(s). Until the time, if any, that an approved Mortgage shall be satisfied and released of record:

24.3.1 A Mortgagee shall have the right, for a period equal to the period afforded Lessee to perform any term, covenant, or condition and to remedy any default by Lessee hereunder, and Lessor shall accept such performance with the same force and effect as if furnished by Lessee, and the Mortgagee shall thereby and hereby be subrogated to the rights of Lessor. Such Mortgagee cure period shall begin on the later of: (i) the date Mortgagee receives notice pursuant to Section 24.2, or (ii) the date that Lessee’s cure period expires under the Lease. During such Mortgagee cure period, Lessor will not disturb possession, interest or quiet enjoyment by the Lessee or Mortgagee in the real property for any reason, subject to the terms of the Lease, until such Mortgagee cure period has expired. The Mortgagee shall have the right to enter upon the Premises to give such performance.

24.3.2 In case of a default by Lessee in the performance or observance of any non-monetary term, covenant or condition to be performed by it hereunder, if such default cannot practicably be cured by the Mortgagee without taking possession of the Premises, in such Mortgagee’s reasonable opinion, or if such default is not susceptible of being cured by the Mortgagee, then Lessor shall not serve a notice of lease termination if and so long as:

a. The Mortgagee shall proceed diligently to obtain possession of the Premises (including possession by a receiver), and, upon obtaining such possession, shall proceed diligently to cure such defaults as are reasonably susceptible of cure (subject to any order by a court of competent jurisdiction staying or otherwise precluding such Mortgagee from obtaining such possession); or

b. The Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion (unless in the meantime it shall acquire Lessee’s estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure), subject to any order by a court of competent jurisdiction staying or otherwise precluding such Mortgagee from obtaining such possession.

c. The Mortgagee shall not be required to obtain possession or to continue in possession of the Premises pursuant to SECTION 24.3.2a, or to continue to prosecute foreclosure proceedings pursuant to SECTION 24.3.2b, if and when such default shall be cured. If a Mortgagee, its nominee, or a purchaser at a foreclosure sale shall acquire title to Lessee’s leasehold estate hereunder, a default that is not reasonably susceptible to cure by the person succeeding to the leasehold interest shall no longer be deemed a default under this Lease.
d. If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Lessee, the times for commencing or prosecuting foreclosure or other proceedings, including proceedings to obtain possession, shall be extended for the period of the prohibition.

24.4 New Lease

24.4.1 Subject to FAA regulations, Lessor agrees that, in the event of early termination of this Lease for any reason (including but not limited to any default by Lessee), Lessor, if requested by any Mortgagee, will enter into a new lease of the Premises with the most senior Mortgagee requesting a new lease, which new lease shall commence as of the date of termination of this Lease and shall run for the remainder of the original term of this Lease, at the rent and upon the terms, covenants and conditions herein contained, provided that:

a. Such Mortgagee shall make written request upon Lessor for the new lease within SIXTY (60) calendar days after the date such Mortgagee receives written notice from Lessor that this Lease has been terminated;

b. Such Mortgagee shall pay to Lessor, at the time of the execution and delivery of the new lease, any and all sums which would, at that time, be due and unpaid pursuant to this Lease but for its termination, and in addition thereto all reasonable expenses, including reasonable attorneys’ fees, which Lessor shall have incurred by reason of such termination;

c. Such Mortgagee shall perform and observe all covenants in this Lease to be performed and observed by Lessee, and shall further remedy any other conditions which Lessee under the Lease was obligated to perform under its terms, to the extent the same are reasonably susceptible of being cured by the Mortgagee; and

d. The Lessee under the new lease shall have the same right of occupancy to the buildings and improvements on the Premises and elsewhere on the Airport as Lessee had under this Lease immediately prior to its termination.

Notwithstanding anything to the contrary expressed or implied in this Lease, any new lease made pursuant to this SECTION 24 shall have the same priority as this Lease with respect to any mortgage, deed of trust, or other lien, charge, or encumbrance on the fee of the Premises, and any sublease under this Lease shall be a sublease under the new Lease and shall not be deemed to have been terminated by the termination of this Lease.

24.4.2 Nothing herein contained shall require any Mortgagee to enter into a new lease pursuant to this SECTION 24.4, or to cure any default of Lessee referred to above.

24.4.3 If any Mortgagee shall request a new lease as provided in this SECTION 24.4, Lessor agrees, at the request of, on behalf of and at the expense of the Mortgagee, upon a guaranty from it reasonably satisfactory to Lessor, to institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the original Lessee from the Premises, but not any authorized subtenants actually occupying the Premises or any part thereof.

24.4.4 Unless and until Lessor has received notice from each Mortgagee that the Mortgagee elects not to demand a new lease as provided herein, or until the period therefor has expired, Lessor shall not cancel or agree to the termination or surrender of any existing subleases nor enter into any new leases or subleases with respect to the Premises without the prior written consent of each Mortgagee.

24.5 Effect of Transfer. Neither the foreclosure of any Mortgage (whether by judicial proceedings or by virtue of any power of sale contained in the Mortgage), nor any conveyance of the leasehold estate created by this Lease by Lessee to any Mortgagee or its designee by an assignment or deed in lieu of foreclosure or other similar instrument, shall require the consent of Lessor or constitute a default under this Lease, and upon such foreclosure, sale or conveyance, Lessor shall recognize the purchaser or other transferee in connection
therewith as the Lessee under this Lease, subject only to an assumption in writing by such purchaser or transferee of all obligations of Lessee under this Lease.

25. **GOVERNING LAW; ATTORNEY’S FEES.**

The laws of the State of Arizona shall govern the matters set forth in this Lease. Venue of any action brought under this Lease shall, at the option of Lessor, lie in Maricopa County, Arizona.

26. **RULES AND REGULATIONS.**

Lessee shall at all times comply with all Federal, state and local laws, ordinances, rules, and regulations which are applicable to its activities on the Airport, the Premises itself (including but not limited to the Americans with Disabilities Act), or the operation, management, maintenance, or administration of the Airport, including all laws, ordinances, rules and regulations adopted after the Effective Date. Lessee shall at all times comply with the Airport Minimum Standards and Airport Rules and Regulations, as the same may be amended from time to time. Copies of the current Airport Minimum Standards and Airport Rules and Regulations are attached hereto as EXHIBIT D. Lessee acknowledges and agrees that Lessor may amend the Airport Minimum Standards and Airport Rules and Regulations at any time in Lessor’s sole discretion. Lessee shall be responsible for controlling and preventing disruptive pedestrian and vehicle traffic associated with its activities on the Premises and at the Airport. Lessee also shall display to Lessor any permits, licenses, or other evidence of compliance with laws upon request.

27. **CORPORATE AUTHORIZATION.**

In executing this Agreement, Lessee represents and warrants to Lessor that if Lessee is a corporation, Lessee has obtained and been granted the full right, power and authority to enter into this Lease.

28. **UTILITY LINES AND SERVICE CHARGES.**

28.1 **Connections and Services.** Lessee shall, at no cost or expense to Lessor, provide or arrange for any public utility, water and sewage lines, connections and services that are needed in connection with any building(s), structure(s) or other improvement(s) placed on the Premises by Lessee, or required for Lessee’s activities thereon, and shall be responsible for the maintenance of such lines and connections from where they enter the Premises. If requested in advance to do so by Lessee, Lessor will grant reasonable rights-of-way on or across the Airport to suppliers of public utility services for the purpose of supplying Lessee with such services, but Lessor reserves the right to designate the lands along which such rights-of-way shall be granted so as to cause the least inconvenience in the operation of the Airport and other Airport tenants.

28.2 **Payment.** Lessee shall pay for all utilities, including trash collection, used in its operations at the Airport and the Premises. The charges and method of payment for each utility or service shall be determined by the appropriate supplier of the utility or service in accordance with applicable laws and regulations, on such basis as the appropriate supplier of the utility or service may establish.

28.3 **Continued Use and Repair.** Notwithstanding the execution of this Lease, Lessor retains the right to the continued use of such utility lines and services as are presently on the Premises and the right to repair the same when necessary in Lessor’s sole discretion, including but not limited to, any utility easements on the Premises. Lessor shall conduct such repairs in such a manner and at such times as to not unreasonably interfere with Lessee’s activities thereon.

29. **RESERVATIONS TO LESSOR.**

The Premises are accepted “as is, where is” by Lessee, subject to any and all existing easements or other encumbrances, and Lessor shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; telephone and telegraph power lines; and such other appliances and appurtenances necessary or convenient to use in connection therewith, over, on, across or in proximity to the Premises, or any part thereof, as will not unreasonably interfere with Lessee’s or any subtenant’s operations hereunder, and to enter upon the Premises
for such purposes. Lessor also reserves the right to grant franchises, easements, rights-of-way, and permits, over, on, across or in proximity to any portions of the Premises for the same purposes; provided, that Lessor or the grantee, as applicable, shall not exercise such rights so as to interfere unreasonably with Lessee’s or any subtenant’s activities on the Premises and all such interference shall be minimized. Lessor agrees that any rights granted to any parties by reason of this clause shall contain provisions that the surface of the Premises shall be restored to its original condition, at no cost to Lessee, upon the completion of any construction.

30. **FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS.**

30.1 Lessee agrees that in the event improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation (DOT) program or activity is intended, or for another purpose involving the providing of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation*, as it may be amended.

30.2 Lessee assures Lessor that it will comply with pertinent statutes, Executive Orders, and rules promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, or sex, age or handicap, be excluded from participating in any activity.

30.3 Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance therefrom.

30.4 Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. Lessor and Lessee agree that Lessee has no responsibility whatsoever with respect to maintenance and repair of the landing area of the Airport, or any publicly owned facilities of the Airport.

30.5 This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States relative to the development, operation or maintenance of the Airport.

30.6 There is reserved unto Lessor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, which shall include the right to cause in the airspace any noise inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in or through the airspace, and for the use of such airspace for landing on, taking off from, or operation on the Airport.

30.7 Lessee agrees to comply with the notification and review requirements covered in 14 CFR Part 77 in the event future construction of a building is planned for the Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

30.8 Lessee shall not erect or permit the erection of any structure or building, nor permit the growth of any tree on the Premises, or any other obstruction that exceeds height requirements contained in 14 CFR Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of the control tower. In the event these covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object at the expense of Lessee.

30.9 Lessee shall not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this covenant is breached, Lessor reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

30.10 Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning 49 U.S.C. §40103(e) and 47107 (a)(4).

30.11 This Lease and all of the provisions hereof shall be subject to whatever right the United States government now has, or in the future may have or acquire, affecting the control, operation, regulation and
taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the
time of war or national emergency.

30.12 To the extent that Lessee conducts or engages in any aeronautical activity for furnishing
services to the public at the Airport, Lessee shall furnish its services on a reasonable and not unjustly
discriminatory basis to all users and charge reasonable and not unjustly discriminatory prices for each unit or
service; except, however, that Lessee may be allowed to make reasonable and nondiscriminatory discounts,
rebates, or other similar type of price reductions to volume purchasers.

30.13 Lessee shall conform to Lessor and FAA safety and security rules and regulations regarding
use of the Airport air operations area including runways, taxiways, taxilanes and aircraft aprons by vehicles,
employees, customers, visitors, etc., in order to prevent security breaches and avoid aircraft incursions and
vehicle/pedestrian deviations; complete and pass an airfield safe driving instruction program when offered or
required by Lessor; and be subject to penalties as prescribed by Lessor for violations of Airport safety and
security requirements.

31. TITLE VI

31.1 The tenant/Lessee and its transferee agree to comply with pertinent statutes, Executive
Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color
or national origin, sex, age or disability be excluded from participating in any activity conducted with or
benefiting from Federal assistance. Lessee understands and acknowledges that the FAA requires inclusion of
and adherence to the terms and conditions of Title VI in all airport/aviation lease agreements where Lessor
receives federal funding, including, Lessor in this instance.

31.2 During the performance of this contract, the tenant/lessee, for itself, its assignees, and
successors in interest agrees as follows:

31.2.1 Compliance with Regulations: The tenant/lessee (hereinafter includes consultants)
will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be
amended from time to time, which are herein incorporated by reference and made a part of this contract.

31.2.2 Non-discrimination: The tenant/lessee, with regard to the work performed by it
during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and
retention of subcontractors, including procurements of materials and leases of equipment. The tenant/lessee
will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and
Authorities, including employment practices when the contract covers any activity, project, or program set

31.2.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:
In all solicitations, either by competitive bidding, or negotiation made by the tenant/lessee for work to be
performed under a subcontract, including procurements of materials, or leases of equipment, each potential
subcontractor or supplier will be notified by the tenant/lessee of the tenant/lessee's obligations under this
contract and the Non-discrimination Acts And Authorities on the grounds of race, color, or national origin.

31.2.4 Information and Reports: The tenant/lessee will provide all information and reports
required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its
books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor
or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination
Acts and Authorities and instructions. Where any information required of a tenant/lessee is in the exclusive
possession of another who fails or refuses to furnish the information, the tenant/lessee will so certify to the
sponsor or the Federal Aviation Administration as appropriate, and will set forth what efforts it has made to
obtain the information.
31.2.5 Sanctions for Noncompliance: In the event of a tenant/lessee's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the tenant/lessee under the contract until the tenant/lessee complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

31.3 The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

31.4 During the performance of this Lease, the tenant/Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to the following (which Lessor is required to disclose and include in such Lease and other agreements, pursuant to FAA regulation):

   • Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
   • 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
   • The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
   • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
   • The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
   • Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

• Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

• The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

31.5 Lessee agrees that in the event improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation (DOT) program or activity is intended, or for another purpose involving the providing of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as it may be amended.

32. FEDERAL FAIR LABOR STANDARDS ACT

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text.

The Lessee has full responsibility to monitor compliance to the referenced statue or regulation. The Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

33. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
34. INCORPORATION OF QUITCLAIM DEED.

Lessor owns the Airport pursuant to a Quitclaim Deed from the United States Government (the “Deed”), a copy of which is available to Lessee upon request and is hereby incorporated in its entirety. To the extent the Deed has terms, conditions, obligations, requirements or restrictions that apply to this Lease, Lessor, Lessee or any matter in connection herewith, Lessee agrees to be bound by all the terms, covenants and conditions of the Deed, including the following:

34.1 That this Lease is subject to all terms and conditions of the Deed; and
34.2 That in case of any conflict between the Deed and this Lease, the Deed shall control.

35. REQUIRED PROVISIONS OF QUITCLAIM DEED.

35.1 Section VI (A)(5)(c) of the Deed requires that the following provisions be included in this Lease:

35.1.1 In furnishing services to the public, Lessee shall not discriminate against any person or class of persons by reason of race, color, creed, or national origin, and Lessee shall otherwise provide such services on a fair, equal, and not unjustly discriminatory basis to all users thereof.

35.1.2 Lessee shall charge fair, reasonable, and not unjustly discriminatory prices for each unit for service; except, however, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

35.2 If the Premises are within any of the archaeological sites identified in Section VIII.A of the Deed, then, the provisions of Section VIII of the Deed shall be deemed incorporated in this Lease by this express reference to Section VIII of the Deed.

35.3 To the extent the Deed requires that other specific provisions thereof be inserted in this Lease by express reference to the Deed, this sentence shall constitute an express reference to all such applicable provisions of the Deed.

36. ARCHEOLOGICAL OR CULTURAL RESOURCES.

In the event any archeological or cultural resources are discovered during any construction contemplated or permitted by this Lease, Lessor shall use its best efforts to expedite any necessary actions with respect thereto, at Lessor’s sole cost and expense; provided, however, that in the event the necessary actions with respect to any archeological or cultural resources exceeds or is estimated to exceed $10,000.00, Lessor shall be entitled to terminate this Lease upon Ten (10) business days’ prior written notice to Lessee.

37. AIRPORT SECURITY

37.1 PMGAA maintains an approved Airport Security Plan (the “Security Plan”) pursuant to 49 CFR Parts 1540 and 1542, and 14 CFR Part 139. Lessee shall at all times comply with PMGAA security directives, security bulletins, or verbal notifications existing now or in the future.

37.1.1 Lessee is responsible for maintaining security practices, facilities, and perimeter boundaries on their leasehold that meet the security standards set forth by PMGAA.

37.1.2 Lessee shall immediately correct physical or procedural deficiencies which are contrary to PMGAA, security directives, security bulletins, or verbal notifications existing now or in the future.

37.1.3 Lessee shall, to the fullest extent permitted by law, indemnify, defend and hold PMGAA harmless for, from and against any security violation committed by any agents, employees, invitees, subcontractors, sub-lessees or independent contractors of Lessee.
37.1.4 Lessee shall conduct and document all self-audits and self-inspections as required by TSA or PMGAA and make such audits available for inspection.

37.1.5 Lessee shall designate a primary security coordinator to receive security related briefings, bulletins and sensitive security information.

37.1.6 PMGAA reserves the right to modify the Security Plan from time to time, as necessary or as directed by TSA. PMGAA shall notify the Lessee security coordinator regarding modifications that effect Lessee.

37.2 Airport Security Badge.

37.2.1 Lessee employees/contractors that require a Badge shall be obligated to complete all training and comply with all security requirements and directives issued by PMGAA, Transportation Security Administration or other entity having security jurisdiction at PMGAA. Lessee, employees, and contractors will surrender security badges upon request by PMGAA; physical security media (badges and keys) remain the property of PMGAA.

37.2.2 Lessee, employees and contractors shall comply with all security related audits, inspections, and screenings conducted by the PMGAA.

37.2.3 Lessee will immediately return badges to the Airport Badging office when badge holders’ employment is terminated, the badge is no longer needed or the employee/contractor is on extended leave.

37.2.4 Misuse of a Badge or security procedures will bring about punitive action including suspension or revocation of one or all badges.

38. DEFAULT BY LESSOR.

In the event of any alleged breach by Lessor of its covenants contained in this Lease, Lessee shall have available all rights and remedies provided at law or in equity, subject to the terms and conditions of this Lease; provided, however, Lessee may not exercise any such right or remedy unless Lessee has notified Lessor by written notice of such alleged default, and Lessor has not cured such default within the THIRTY (30) calendar day period subsequent to receipt of such notice or, in the event such alleged default is of such a nature that it cannot reasonably be cured within such THIRTY (30) calendar day period, Lessor has failed to cure such alleged default with all due diligence. Notwithstanding anything to the contrary contained in this Lease, in no event shall Lessee be entitled to terminate this Lease or abate or offset any installment of Base Rent, or any other payments to be made by Lessee hereunder.

39. BROKERS.

Lessee represents and warrants that it has not had any dealings with any real estate brokers, finders or agents in connection with this Lease. Lessee further agrees to indemnify, defend (with counsel selected by Lessor) and hold Lessor and Lessor’s nominees, successors and assigns harmless from any and all claims, costs, commissions, fees or damages by any person or firm whom Lessee authorized or employed, or acted by implication to authorize or employ, to act for Lessee in connection with this Lease.

40. SALE BY LESSOR.

Lessee agrees to look solely to Lessor’s interest in the Premises for the recovery of any judgment from Lessor, it being agreed that neither Lessor nor the holders of the equity interests of Lessor, nor the members, partners, officers, directors or shareholders of Lessor shall be personally liable for any such judgment. In the
event of any sale or other conveyance by Lessor of its interest in the Premises, Lessor shall be automatically
deed and released from all personal liability accruing from and after the date of such sale or conveyance as
respects the performance of any covenant or obligation on the part of Lessor contained in this Lease to be
performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of
Lessor shall be binding on the Lessor and its successors and assigns only during and in respect to the respective
successive periods of ownership of the Premises.

41. **ESTOPPEL CERTIFICATE.**

Lessee shall, without charge, at any time and from time to time hereafter, within TEN (10) business
days after written request of Lessor to do so, certify, by written instrument duly executed and acknowledged by
Lessee and certified to Lessor and to any prospective lender or purchaser: (i) as to whether this Lease has been
supplemented or amended, and if so, the substance and manner of such supplement or amendment; (ii) as to
the existence of any default hereunder to the best of Lessee’s knowledge; (iii) as to the date on which Lessee
was obligated to commence paying Base Rent and all other charges hereunder and the expiration date of the
Term; (iv) as to whether the Lessee has assigned or transferred its interests or any portion thereof in this Lease;
and (v) as to any other matters as may be reasonably requested. Lessor and any prospective purchaser or lender
to whom the same was certified may rely upon any such certificate.

42. **MISCELLANEOUS.**

42.1 **Personal Liability.** No member of or employee of either Party shall be charged personally or
held contractually liable by or to the other Party under any term or provision of this Lease because of any
breach thereof, or because of its execution or attempted execution.

42.2 **No Waiver.** No provision of this Lease may be waived or modified except by a writing signed
by the Party against whom such waiver or modification is sought.

42.3 **Non-Waiver of Rights.** No waiver or default by Lessor of any of the terms, conditions,
covenants or agreements hereof to be performed, kept or observed by Lessee shall be construed or act as a
waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to
be performed, kept or observed by Lessee, and Lessor shall not be restricted from later enforcing any of the
terms and conditions of this Lease.

42.4 **Amendment.** This Contract shall be modified only by a written amendment mutually agreed
to and signed by both Parties, by persons duly authorized to enter into contracts on behalf of each Party.

42.5 **Litigation Expenses.** In the event of litigation between Lessor and Lessee, the prevailing Party
shall be entitled to recover its attorneys’ fees and all costs and expenses of litigation, including witness fees,
expert witness fees, and court costs.

42.6 **Headings.** The headings contained herein are for convenience in reference only and are not
intended to define or limit the scope of this Lease or any term thereof.

42.7 **Entire Agreement.** This Lease, including exhibits attached hereto at the time of its execution,
constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations,
understandings and agreements between the Parties concerning such matters.

43. **INCORPORATION OF RECITALS.**

The recitals set forth herein are acknowledged by the Parties to be true and correct and are incorporated
herein by this reference.
IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

EXECUTED to be effective on the date specified above.

LESSOR:

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

By: _______________________________________
    J. Brian O’Neill, A.A.E.
    Executive Director/CEO

STATE OF ARIZONA )
        ) ss.
County of Maricopa )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this ___ day of ____________, 2020, by J. Brian O’Neill, in his capacity as the Executive Director/CEO of the Phoenix-Mesa Gateway Airport Authority.

_____________________________________
Notary Public

My Commission Expires:
LESSEE:

IWA HOLDINGS, LLC, an Arizona limited liability company

By:   
Derrick S. Dennis, President

STATE OF _______________ )
) ss.
County of _______________ )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this ___ day of ____________, 2020, by Derrick S. Dennis, in his capacity as President, IWA Holdings, LLC, an Arizona limited liability company, for and on behalf of said limited liability company.

____________________________________________
Notary Public

My Commission Expires:

____________________
EXHIBIT B
AIRPORT RATES & CHARGES SCHEDULE

(Links)


EXHIBIT C

AIRCRAFT OPERATIONS GUIDELINES

C1. **Use of Airport.** Lessee, Lessee’s assigns, sublessees, or transferees who operate aircraft at the Airport and are engaged in a private, government, or commercial aeronautical business or service and desire to use the Airport landing facilities for certain types of operations including, but not limited to: 1) taxiing and maneuvering on Airport runways, taxiways, ramps and aprons; 2) landings and approaches (“touch and go”, “stop and go”); and 3) low approaches shall be subject to the provisions of this **EXHIBIT C.**

C2. **Fees.** As appropriate, Lessee shall pay Lessor fees as outlined below:

   C2.1 **Landing Fee.** Lessee shall pay a landing fee at a rate equal to the amount reflected on the most current Airport Rates and Charges Schedule at the time of the aircraft operation, for each flight subject to a landing fee operated by or in conjunction with Lessee. The weight of any particular aircraft shall be its maximum certificated gross landing weight (MGLW). The amount owed to Lessor for each chargeable aircraft landing for each preceding calendar month shall be due and payable no later than the TWENTIETH (20th) day of the month succeeding the calendar month in which said aircraft landings took place. Lessee’s written listing of all aircraft landings subject to such fee shall accompany said payment. Each entry in such listing shall include the date of the landing, the aircraft registration number, the type and model aircraft, the aircraft MGLW and the amount of the fee due.

   C2.2 **Aircraft Ramp Space.** Lessee shall pay Lessor monthly, an aircraft-parking fee in an amount equal to that specified in the most current Airpor t Rates and Charges Schedule at the time of use, for each overnight aircraft parking position used by Lessee that is situated on Airport ramp outside Lessee’s Premises. Such fees, if any, shall be payable to Lessor no later than the TWENTIETH (20th) day of the month following that in which Lessee occupied or used such space, and such payment shall be accompanied by a written listing of the aircraft (including registration number, make and model), dates and times of usage.

   C2.3 **Other Space.** When available and specifically assigned to Lessee, Lessee shall pay Lessor monthly, in advance, a fee for Lessee’s non-exclusive use of other space not situated on or part of the Premises. The location and cost of such other space shall be determined by Lessor at its sole discretion, and both may be subject to change from time to time by Lessor, as necessary.

   C2.4 **Additional Space/Services.** In the event that Lessee requires space or special services such as, but not limited to, aircraft line services, out-of-station ARFF standby, operations safety officers, ground service equipment, or fuel spills response teams, Lessee shall pay Lessor’s standard fees for such services at the time the service is rendered, unless a secured account or agreement is established prior to requesting additional services.

C3. **Books and Records.** Lessee shall maintain permanent books, records and ledgers accurately reflecting the total number of monthly Aircraft landings for each aircraft subject to a landing fee and any other aforementioned fee indicating the make, type (including model designation), registration, maximum certificated gross landing weight, and arrival and departure time of each aircraft involved. These records shall be made available to Lessor upon request. In addition to monthly payment as set forth in SECTION C2 herein and together therewith, Lessee shall provide Lessor with a written report, indicating all aircraft operations and related information for the preceding calendar month.

C4. **Disabled or Abandoned Aircraft.** Should any aircraft owned or operated by Lessee through accident or for any other reason, become disabled or be abandoned in any area which could interfere with the continuous, normal operations of any of the runways, taxiways and airfield facilities at the Airport, Lessee shall:

   C4.1 Immediately remove said aircraft to such location as may be designated by Lessor, unless such aircraft is required to remain in place pending investigation by the appropriate regulatory agency or agencies of the federal government; and
C4.2 In the event of any accident where federal investigation in place is required, immediately upon receiving clearance to do so from the appropriate federal agency, remove said aircraft and any wreckage or debris resulting therefrom to the area(s) designated by said federal agency authorizing such removal; otherwise, such aircraft wreckage and debris shall be immediately removed from the Airport or stored at a location approved by Lessor.

C4.3 Should Lessee fail to proceed immediately to remove disabled aircraft, or should aircraft owned or operated by Lessee be abandoned on the Airport, Lessor shall have the right to remove such aircraft by any means Lessor deems necessary under the circumstances, and Lessee shall indemnify, defend, keep and hold Lessor, its members, board of directors, officers, agents, officials, servants, employees and contractors harmless from and against any and all claims, costs, loss, liability, actions, suits, proceedings, damage or expense (including costs of suit and attorneys’ fees and expenses) incurred by Lessor or claimed by anyone by reason of removal of said aircraft, injury to persons or property or damages to such aircraft caused by such removal, as well as storage costs therefor. Lessee shall reimburse Lessor for any costs incurred by Lessor in removing and storing any aircraft, any property damage to the airport caused by such aircraft or removal within TEN (10) business days of demand therefor.

C5. **Aviation Fuel.** Lessee, at Lessee’s sole cost and expense, shall procure aviation fuel delivered to its aircraft on the Airport. If fueling or defueling aircraft owned or operated by Lessee, or under Lessee’s direct control, Lessee shall comply fully with Lessor’s *Aviation Fuel Storage, Dispensing and Handling Guidelines.*

C6. **Fly Friendly Procedures.** Lessee acknowledges receipt of Lessor’s *Fly Friendly* noise abatement procedures, and shall provide such information to flight crews, post the information in the Lessee’s flight planning area, and use the procedures to the extent possible, when consistent with safety and Air Traffic Control directives.
EXHIBIT D
MINIMUM STANDARDS

(Link)

&

AIRPORT RULES AND REGULATIONS
(Links)

&

PMGAA FUEL STORAGE DISPENSING HANDLING GUIDELINES
(Links)
Board Action Item

RESOLUTION NO 20-06

To: Board of Directors
From: Shea Joachim, CEcD, Business Development Director
Through: J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Taxicab Service Pilot Program
Date: February 18, 2020

Proposed Motion
To authorize a ground transportation license agreement with AAA Cab Service, Inc for taxicab service at the Charles L. Williams Passenger Terminal.

Narrative
In November 2016 a Request for Proposals (RFP) was issued for ground transportation taxicab service to the Charles L. Williams Passenger Terminal. AAA Cab Service, Inc. (Dba: Yellow Cab) was the sole qualified respondent to the RFP. Yellow Cab is the current taxicab service provider at the Airport. The current agreement with Yellow Cab expires on February 28, 2020. However, there are two one-year extension options still available to Yellow Cab.

The ground transportation environment at Phoenix-Mesa Gateway Airport has significantly changed over the last couple of years. Most notably, the national popularity of Transportation Network Companies (i.e. Uber & Lyft) has changed consumer preferences which has put a lot of competitive pressure on taxicab service providers and other grand transportation operators. For reference, in December 2019 TNC’s conducted 9,902 trips (pick-ups and drop offs) whereas Yellow Cab conducted only 496 trips. This discrepancy is further highlighted when noting that Lyft began licensed operations at the Airport in November 2016 and Uber began licensed operations in May 2019. Prior to November 2016, a licensed TNC ground transportation option did not exist at the Airport.

While it is clear the TNC’s are disrupting the ground transportation business, especially around airports, it is also true that there is still consumer demand for taxicab service. Over the last year Airport Staff has reached out to the remaining taxicab companies operating in the Phoenix Metropolitan Area and discussed their interest in doing business at the Airport. The information from these meetings, discussions with similar airports, and observations of Airport ground transportation activity have led to Airport Staff working with Yellow Cab to design a Pilot Program to maintain taxicab service while exploring the appropriate deal points for future solicitations and/or agreements.

The Pilot Program will focus on 1) improving the number of Taxicab Drivers willing to serve the Airport, 2) minimizing the taxicab customer wait times, and 3) collecting data to improve future Airport decision-making on ground transportation issues. The Pilot Program will have an initial term of 6-months with an option to extend for an additional 6-months. Yellow Cab will be charged on a per pick-up basis ($4 per pick-up) and will be provided eight parking locations along the outer curb at the Terminal. Yellow Cab will be required to install
a phone within the Baggage Claim Terminal which will serve as a direct connection between taxicab customers and Yellow Cab dispatch.

**Fiscal Impact**
The Pilot Program stipulates a per pick-up charge of $4 per pick-up. Airport Staff estimates the annual revenue under the Pilot Program will be between $23,000 to $30,000 based on historical taxicab pick-up activity. The Pilot Program revenue estimate is between $21,000 and $28,000 less than what the current agreement would stipulate.

**Attachment(s)**
Ground Transportation License Agreement – Taxicab Service
RESOLUTION NO. 20-06

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

WHEREAS the Authority desires to authorize a ground transportation license agreement with AAA Cab Service, Inc for taxicab service at the Charles L. Williams Passenger Terminal;

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 ground transportation license agreement with AAA Cab Service, Inc for taxicab service at the Charles L. Williams Passenger Terminal. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 18th day of February, 2020.

Robert Stone, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Interim Clerk of the Board  Jill Casson Owen, Attorney
Phoenix-Mesa Gateway Airport Authority

Terminal Ground Transportation License Agreement – PILOT PROGRAM

with

AAA CAB SERVICE, INC.

Effective Date: March 1, 2020
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EXHIBIT A ................................ A-1
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EXHIBIT C ................................ C-1
This nonexclusive TERMINAL GROUND TRANSPORTATION LICENSE AGREEMENT – PILOT PROGRAM (the "Agreement") is made and entered into this FIRST (1st) day of MARCH 2020 ("Effective Date"), by and between the PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized and existing under the laws of the State of Arizona ("PMGAA"), and AAA CAB SERVICE, INC. an, ARIZONA CORPORATION ("Licensee"). PMGAA and Licensee may be referred to jointly as “Parties,” and each separately as a “Party.”

WITNESSETH:

WHEREAS, PMGAA is the owner and operator of the Phoenix-Mesa Gateway Airport, an airport and airfield property generally located at the intersection of Ray Road and Sossaman Road, City of Mesa, Maricopa County, Arizona ("Airport"); and

WHEREAS, PMGAA has the right to lease, license and grant the use of property and facilities on the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, PMGAA desires Licensee’s services as the operator of a commercial TAXICAB SERVICES business from and in proximity to the Airport’s airline passenger terminal ("Terminal"), is willing to make space available for use by Licensee in connection therewith, and has deemed Licensee qualified to perform said services, and Licensee desires to perform and provide said services; and

WHEREAS, PMGAA and Licensee acknowledge a highly competitive and challenging business climate currently exists for taxicab ground transportation providers that has limited the number of taxicab ground transportation providers in the greater Phoenix metropolitan Area, and put a strain on the number of taxicab drivers willing and able to provide taxicab service at the Airport; and

WHEREAS, PMGAA and Licensee have agreed to conduct a Pilot Program at the Airport focused on improving the 1) the number of Taxicab Drivers willing to service the Airport, 2) minimizing the Taxicab service customer wait times, and 3) collecting data to improve future PMGAA decision-making on Ground Transportation Providers;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties do hereby undertake, promise and agree, each for itself and its successors and assigns, as follows:

1. AGREEMENT

1.1. General.

1.1.1. PMGAA hereby grants to Licensee, for the term and under the conditions herein provided, a nonexclusive and revocable right to enter upon and use the Airport (pursuant to the provisions of SECTION 30 herein) for the privilege and purpose of conducting its business as a commercial taxicab service provider from the Terminal located at 6033 S. Sossaman Road, Mesa, Arizona, as it presently exists or may subsequently be expanded, and, specifically, from the specified passenger pickup location depicted in EXHIBIT A which is attached hereto and made a part hereof;

1.1.2. In return for the privileges and rights herein granted, Licensee may provide taxicab services from the Terminal SEVEN (7) days per week, 365-days per year, and/or as dictated by airline flight schedule(s) and public demand for such services. Licensee shall use commercially reasonable efforts to provide taxicab services that allow passengers to be picked up at and depart from the designated Terminal pickup location.
within FIFTEEN (15) minutes of passengers’ arrival at the specified passenger pickup location. Where applicable, Licensee shall comply with the Americans with Disabilities Act and the provisions of Title 49.

1.1.3. Licensee shall not engage in any other commercial revenue producing activity at the Airport that is in addition to or materially differs from the activity set forth in SECTIONS 1.1.1 and 1.1.2 hereinabove without first applying for and receiving written approval for such activity from PMGAA. In the event Licensee engages in any such other commercial revenue producing activity prior to obtaining such written approval, without waiver or limitation of any other remedies of PMGAA at law or equity, Licensee hereby agrees to immediately cease said activity upon notice from PMGAA, and remit to PMGAA the sum equal to TWENTY PERCENT (20%) of Licensee’s gross billings for such unauthorized activity, plus any expenses incurred by PMGAA in the course of any audit conducted for any or all of Licensee's activities.

1.2. Definitions. For purposes of this Agreement, the following terms and definitions shall be applicable herein:

**Driver** shall mean any person who drives and/or operates a ground transportation provider vehicle on the Airport pursuant to this Agreement.

**Ground Transportation Provider** shall mean the PMGAA-authorized provision of pre-arranged and contracted ground transportation services to arriving Airport Terminal passengers from the designated passenger pickup location depicted in EXHIBIT A using a commercial ground transportation motor vehicle, as defined herein. Ground Transportation Providers shall also be permitted to make drop-offs at the Airport.

**Mini-bus** means any motor vehicle with a designated seating capacity between fifteen (15) and twenty-three (23) passengers that is authorized to provide shared ride ground transportation services from the Airport Terminal.

**Safety Regulations** means the provisions of A.R.S. Title 28, Chapter 14, as amended, and any applicable rules and regulations promulgated thereunder by the Motor Vehicle Division of the State of Arizona Department of Transportation and the PMGAA Executive Director or his/her designee.

**Scheduled** means a ground transportation motor vehicle picking up a passenger or passengers at the Airport Terminal on a pre-arranged, contract basis.

**Courtesy Vehicle** means any form of ground transportation provided by or through any business located off the Airport, including hotels, parking facilities, rental car companies, corporations, shopping centers and attractions, as a service to its employees, customers or other users, regardless of whether the passenger pays a direct fee for the service.

**Taxicab** means a ground transportation motor vehicle with a designated seating capacity of seven (7) or fewer passengers, excluding the driver, having four doors for passenger ingress and egress, and furnished for hire on an exclusive basis and at a charge or fare based upon time and/or mileage, the total for which is recorded and indicated on a taxicab meter.

**Taxicab Meter** means any mechanical, electrical or electronic device that is installed in a taxicab and conforms to the standards established by the State of Arizona, and otherwise measures the distance driven and/or time upon which the fare is based and numerically displays, in dollars and cents, such fare in a manner readily visible to the passenger(s) and at the fare or rate displayed on the outside of the vehicle.

**Taxicab Queuing Area** means that certain area, designated by the PMGAA Executive Director, for Licensee’s passenger pickup, as depicted in EXHIBIT A and which is subject to change at the Executive Director’s sole and absolute discretion.
**Taxicab Staging Area** means that certain area, designated by the PMGAA Executive Director, for the staging of Licensee’s taxicabs prior to such taxicabs being dispatched to the Terminal Queuing Area for passenger pickups, as depicted in EXHIBIT A and which is subject to change at the Executive Director’s sole and absolute discretion.

**Limousine** means a motor vehicle without a meter that includes a converted chassis and a seating capacity between seven (7) and fourteen (14) passengers, excluding the Driver.

**Livery Vehicle or Livery** means a motor vehicle without a meter that provides seating for not less than three (3) passengers, excluding the Driver. Such vehicles are considered to include Lincoln Town Cars and similar full-size luxury vehicles and are registered as a Livery vehicle with the Arizona Department of Transportation.

**Shared Ride Van** (Shuttle) means any commercial motor vehicle with a designated seating capacity between six (6) and sixteen (16) passengers that is authorized to provide shared ride ground transportation services from the Airport Terminal. This definition shall not include TNC Vehicles.

**Unscheduled** means a ground transportation motor vehicle picking up a passenger or passengers at the Airport on other than a prearranged basis.

1.3. **Licensee’s Acknowledgement.** By entering into this Agreement, Licensee acknowledges and agrees that:

   1.3.1. PMGAA may enter into similar agreements with other Licensees for services similar to those provided hereunder and under similar terms; provided, however, that PMGAA shall not grant to any other individual or entity a similar concession under terms and conditions substantially different from or more favorable than those granted to Licensee, and provided that such third-party activities do not require or materially interfere with Licensee’s permitted activities at and on the Airport.

   1.3.2. This Agreement is subject to requirements of the U.S. Department of Transportation regulations, 49 CFR Part 23, as amended. Licensee agrees that it will not discriminate against any business owner or individual because of the owner’s or individual’s race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. Licensee further agrees to include such prior statement in any subsequent agreement or contract covered by 49 CFR Part 23 that it enters, when required, and cause those businesses and/or individuals to similarly include the statements in further agreements.

   1.3.3. Its obligations to pay fees and all other charges due and owing under the terms hereof shall, except as otherwise provided herein, be absolute and unconditional, and shall not be affected by any circumstances whatsoever, including, without limitation: (i) any set-off, counterclaim, recoupment, defense or offset right which Licensee may have against PMGAA or the United States of America or anyone else for any reason whatsoever; (ii) any liens, encumbrances or rights of others with respect to Licensee’s business; (iii) the invalidity or unenforceability or lack of due authorization or other infirmity of this Agreement or any lack of right, power or authority of PMGAA or Licensee to enter into this Agreement; (iv) any insolvency, bankruptcy, reorganization or similar proceedings by or against Licensee, or any other person; or (v) any other cause, whether similar or dissimilar to the foregoing, any future or present law notwithstanding, it being the intention of the Parties hereto that all fees and charges being payable by Licensee hereunder shall continue to be payable in all events and in the manner and at the times provided herein.

   a. Taxicab Staging & Queuing; in providing said services, Licensee’s Drivers shall que in the designated curbside queuing area depicted in EXHIBIT A. If the queuing area is full, Drivers shall stage in the designated staging area depicted in EXHIBIT A. Drivers parking within the Terminal’s hourly (or short-term) lot shall pay the appropriate PMGAA fee. Licensee’s Drivers shall be permitted to greet their customer(s) curbside at the designated pick up location depicted in EXHIBIT A. Except as provided in the Airport Rules
& Regulations, no Driver, shall not be permitted to leave his or her vehicle unattended (meaning not out of said Driver's direct line of sight) at any Terminal curbside passenger pickup and drop off location. At no time, shall any Driver wait for a passenger arrival while parked curbside, or in a "No Waiting" zone, even if the vehicle is attended. Curbside locations are restricted to passenger loading and unloading only.

2. TERM

2.1. The term of this Agreement shall commence on the Effective Date and terminate on AUGUST 31, 2020("Term"), unless sooner terminated as provided herein.

2.2. The Parties, at the sole and absolute discretion, may mutually decide to extend the Term of the Agreement by an additional SIX (6) MONTHS ("Renewal Term"). The Parties shall notify each other, in writing, at least THIRTY (30) days in advance of their intent to pursue the Renewal Term.

3. FEES

3.1. Per Pick-Up Fee

3.1.1. For and in consideration of the privilege and authorization herein granted, Licensee shall pay to PMGAA a Per Pick-Up Fee for each ground transportation provider vehicle pick-up from the Airport in the amount of FOUR DOLLARS AND 00/100 ($4.00), plus any applicable City of Mesa taxes. A pick-up is each time a ground transportation provider vehicle enters Airport property and makes one or more stops to pick up one or more passengers. Fees shall be paid on or before the TWENTIETH (20th) day following the last day of the preceding calendar month (the Per Pick-Up Fee Due Date). The Per Pick-Up Fee is subject to increase at the discretion of PMGAA.

3.1.2. Licensee’s refusal or failure to pay Per Pick-Up Fees on or before the Per Pick-Up Fee Due Date shall be subject to a delinquent account fee equal to TEN PERCENT (10%) of the amount owed (the “Delinquent Account Fee”). Such refusal or failure to pay said Per Pick-Up Fees or any Delinquent Account Fees, if not cured within 15 days of written notice thereof from PMGAA, shall be considered a breach of this Agreement and subject Licensee’s privileges hereunder to immediate suspension and/or termination.

3.2. Administrative Fee. Licensee shall pay PMGAA $750.00 on or before the Effective Date of this Agreement. The Administrative Fee is due and payable on every SIX (6) MONTH Anniversary of the Effective Date.

3.3. Taxes. In the event any governmental authority shall impose a tax or imposition based upon any payments or any other sums paid or owing hereunder or the receipt of such payments by PMGAA, then, Licensee shall pay such amounts to PMGAA at the same time and in addition to payments hereunder, which amounts may include, but are not limited to, any or all rental, transaction privilege, sales, excise or other similar tax except income taxes. Licensee’s obligation to pay such amounts together with any interest thereon and/or penalties therefor, shall survive the termination of this Agreement.

3.4. Payments – All Fees. All payments of the fees and charges specified in SECTIONS 3.1 and 3.2 herein shall be tendered in lawful currency of the United States, either by cash, check or electronic transfer, and shall be free from all claims or setoffs of any kind against PMGAA. Cash payments shall be delivered personally to the Phoenix-Mesa Gateway Airport Business Development Department, 5835 S. Sossaman Road, Mesa, Arizona 85212-0614, while payments by company check may be mailed and made payable to the Phoenix-Mesa Gateway Airport Authority at the above address. If paying via electronic transfer, Licensee shall provide the Business Development Department a written accounting (email acceptable) of what such transfer pertains to immediately upon remittance.

3.5. Survival. Licensee’s obligation to pay all amounts herein stated, together with any interest thereon and/or penalties therefor, shall survive the termination of this Agreement.
4. **PASSENGER TRANSACTIONS**

4.1. **Fares.** Licensee shall ensure Drivers furnish passengers a fare receipt (paper or electronic) and may, upon PMGAA request, be required to provide a copy (paper or electronic) of such receipt to PMGAA as a validation of the passenger fare/pricing schedule being employed. Such receipts shall state the name of the Driver, the ground transportation company name, the amount of the fare, the amount paid by the passenger(s) (excluding tips) and the date and time of the transaction. Non-paying passengers (other than co-passengers of a paying passenger) shall not be permitted to ride in Licensee’s vehicles, except for Licensee’s supervisors and PMGAA officials conducting inspections and/or training.

4.2. **Credit (and Debit) Cards.**

4.2.1. Each vehicle providing service under this Agreement shall have electronic credit (and debit) card transaction equipment installed and operating therein to accept credit and debit card transactions as payment for fares or process payment through the use of an electronic application. Licensee and its Drivers shall not charge passengers any fees associated with processing credit and debit card payments, and shall, at a minimum, accept credit and debit cards from the following issuers: American Express, MasterCard and Visa.

4.2.2. Licensee is responsible for compliance with Payment Card Industry Data Security Standards for all credit (and debit) card transactions conducted for services provided under this Agreement.

4.3. **Customer Service Phone**

4.3.1. Licensee agrees, at its sole cost and expense, to install and maintain a Customer Service phone within the Baggage Claim Terminal building at the Airport. Licensee shall provide detailed specifications and plans for the installation of the Customer Service Phone for PMGAA’s approval prior to installation.

4.3.2. Licensee shall ensure that the Customer Service Phone directly connects to a customer service representative 24-hours a day, 7 days per week (an answering machine or phone tree is not acceptable).

4.3.3. Licensee shall train its customer service personnel to provide potential taxicab customers at the Airport with courteous service and detailed information about the availability of taxicabs, the expected arrival time of the next available taxicab, and the potential fare associated with a proposed trip.

4.4. **Lost and Found Passenger Property.**

4.4.1. Licensee shall make a reasonable attempt to recover, identify and return lost items to passengers. When not possible to return an item, Licensee shall:

   a. Identify and tag the item, and note the date, route and trip number or location where the item was found, and the name of the person submitting the item.

   b. Maintain a log of lost and found items.

4.4.2. The above Section 4.3.1 shall not apply to any Licensee that has established internal procedures for handling and returning lost items to passengers, and such procedures have been approved by PMGAA.

4.4.3. Licensee shall take measures to protect any personally identifying information on lost items, such as identification cards, credit cards, etc.

5. **FLEET (See EXHIBIT B)**

6. **STAFF AND DRIVERS**

6.1. **General.** To the extent applicable under Arizona Revised Statutes (ARS) §41-4401, as amended, Licensee warrants compliance with all federal immigration laws and regulations that relate to Licensee’s employees. Licensee’s breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in its termination by PMGAA. PMGAA retains the legal right to randomly inspect
the papers and records of any employee operating under this Agreement to ensure Licensee is complying with the above-mentioned warranty.

6.2. **General Manager.** Licensee shall designate a General Manager or managing supervisor during the Term of this Agreement who shall:

6.2.1. Serve as Licensee’s primary contact for PMGAA staff.

6.2.2. Be responsible for Licensee’s compliance with all contractual obligations under this Agreement.

6.2.3. Attend all Notice of Violation (NOV) hearings.

6.2.4. Be available during regular business hours (local Phoenix area time).

6.2.5. Respond to PMGAA inquiries within one business day.

6.2.6. Provide response to PMGAA inquiries involving accidents, labor issues and other critical matters, within one business day regardless of the time of day such an event occurs.

6.3. **Drivers.**

6.3.1. **General.**

a. Licensee shall ensure that all Drivers operating under this Agreement operate pursuant to the terms of this Agreement, notwithstanding the legal relationship entered into by and between Licensee and the Driver. Any material breach of the terms and conditions of this Agreement by any Driver that is not cured to the satisfaction of PMGAA within 30 days of written notice thereof from PMGAA to Licensee shall subject the Agreement to termination in whole or in part with cause, at the sole election of PMGAA. In the event that PMGAA reasonably determines that such material breach to be of an exigent nature (meaning that PMGAA reasonably believes that the safety or security of persons and/or property at the Airport is at risk or has sustained damage), Licensee shall have five (5) business days from the date Licensee received written notice to cure same.

b. Licensee shall prevent any Driver from conducting pick-ups and drop-offs at the Airport upon a determination by Licensee’s supervisor or PMGAA staff that the individual has been assigned for duty for which he or she is unqualified for suitability or security reasons, or is found to be otherwise unfit for the performance of duties. PMGAA may request the removal of any Driver determined to be unqualified for service at the Airport, and Licensee shall bear full financial responsibility for costs when Driver removal or replacement is necessary, as determined by the Executive Director.

6.3.2. **Driver Photo Identification Media.** Prior to operating any vehicle providing service under this Agreement, Licensee shall issue each Driver photo identification media (which may be in digital form) that shall validate such Driver’s authorization to provide taxicab service services thereunder. Drivers shall provide their photo identification media upon request from a passenger, Airport Staff, or law enforcement officer.

6.3.3. **Base Qualifications.** By issuing photo identification media to a Driver, Licensee certifies to PMGAA that such Driver meets the following qualifications:

a. The Driver holds a valid and appropriate Driver’s license issued by a State, which license is not suspended or revoked, and, is qualified and not disqualified to operate a taxicab service vehicle under this Agreement pursuant to Federal Motor Carrier Safety Regulations, Part 391, Subpart B, as amended, and in accordance with applicable provisions of CFR Title 49 adopted by the Arizona Department of Transportation Motor Vehicle Division as published in Arizona Administrative Code as R-17-4-435, and as the same may be amended from time to time.

b. The Driver is a legal resident of the United States, and has undergone a background check consistent with the Federal Motor Carrier Safety Regulations and Arizona Revised Statute requirements. TNC
Drivers must only have satisfied the background check requirements provided in Arizona Revised Statute Section §§ 28-9507; 28-955, et seq., and any other applicable local, state or federal rules or statutes.

7. RULES AND REGULATIONS; SAFETY STANDARDS

7.1. Licensee shall at all times comply with all Federal, State and local laws, ordinances, rules, and regulations which are applicable to its operations at and on the Airport, or the operation, management, maintenance, or administration of the Airport, including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee shall at all times comply with the Airport Rules and Regulations, as applicable and as the same may be amended from time to time at PMGAA’s sole and absolute discretion. A link to the Airport Rules and Regulations and Airport Minimum Standards is attached hereto as EXHIBIT C. Licensee also shall display to PMGAA any permits, licenses, or other evidence of compliance with laws upon request.

7.2. Licensee shall comply with all vehicle and driver safety standards, as provided in A.R.S. Title 28, Chapter 14, and any applicable rules or regulations adopted by the Arizona Motor Vehicle Division and/or PMGAA during the Term of this Agreement.

8. AMERICANS WITH DISABILITIES ACT (ADA)

Unless Licensee demonstrates that exigent circumstances exist that prevent compliance, a Licensee must provide ground transportation to customers protected by the ADA, or if unable to do so, make alternative arrangements for the customer to be picked up by accessible transportation within thirty minutes after learning of the customer’s needs.

9. ADVERTISING STANDARDS

9.1. Vehicles providing service under this Agreement shall not display any advertising copy that:

9.1.1. Is false, misleading or deceptive.

9.1.2. Relates to an illegal activity.

9.1.3. Reflects explicit sexual or obscene material, or material harmful to minors, as defined in A.R.S. Title 13, Chapter 35, as amended.

9.1.4. Advertises alcohol, tobacco and/or anti-social behavior.

9.1.5. Includes language that is obscene, vulgar, profane or scatological.

9.1.6. Relates to instruments, devices, items, products or paraphernalia designed for use in connection with sexual activity.

9.2. Licensee shall comply with any PMGAA request to remove any advertising PMGAA deems to be inappropriate.

10. RECORDS AND AUDITING

10.1. Licensee Records.

10.1.1. With respect to its operations at and on the Airport, Licensee shall maintain true and accurate records, books and data at Licensee's primary business office, or upon written PMGAA request, shall be made available for audit at the Airport, within TEN (10) business days after such request. PMGAA and its authorized representatives shall have the right, upon reasonable written request and no more than once per calendar year, at reasonable times and during business hours to inspect and examine solely those records, books and other data as required to verify compliance with this Agreement.

10.1.2. All records pertaining to this Agreement shall be kept for a period of THREE (3) years following the expiration or earlier termination of this Agreement. Licensee shall use either reasonable efforts to work towards maintaining such books and records in accordance with generally accepted accounting
principles (GAAP), or shall actually maintain in accordance with GAAP, unless otherwise agreed to by the PMGAA.

10.2. **Licensee Monthly Report.** Licensee shall submit a monthly report that includes the information below. Said reports shall be provided to PMGAA’s Business Development Department no later than the 20th day of the month following the month in which Licensee’s activities under this Agreement took place.

10.2.1. Number of trips made to and from the Airport each day.
10.2.2. Total Airport passenger counts on a daily, weekly and monthly basis.
10.2.3. Accident reports (in form and substance as agreed between Licensee and PMGAA) involving any Ground Transportation Provider Vehicles, operating at the Airport Terminal, for accidents that occur on Airport property.
10.2.4. The report shall include the number of Airport passenger complaints and/or comments (specifically related to the Airport) received in any given month, unless Licensee has a complaint resolution process that is approved by PMGAA.

10.3. **PMGAA Audit Authority.** PMGAA or its authorized representatives shall have the right, upon reasonable written request and no more than once per calendar year, to audit solely those records of Licensee relating to billings and payments reported and paid hereunder, and any other activity by Licensee on the Airport during the TWELVE (12) consecutive month period preceding the date of such audit. If PMGAA finds or determines that a discrepancy exists for the period of the audit, Licensee shall promptly pay the cost and expense of PMGAA’s audit. For purposes of this Agreement, a "discrepancy" shall mean one where audited billings exceed reported billings by TWO PERCENT (2%) or more. The amount of any such deficiency established by such audit shall be conclusive and binding upon the Parties and shall be paid by Licensee no later than TEN (10) business days from the billing date.

11. **DAMAGE AND INSPECTIONS**

11.1. **Damage to Airport Property.**

11.1.1. Licensee shall, at Licensee’s own expense, be fully responsible for all damages to Airport property caused by the negligence or willful misconduct of Drivers operating under this Agreement, except to the extent caused by the negligence or willful misconduct of PMGAA or its employees, officers, directors, representatives or agents, whereby an Arizona court of competent jurisdiction has rendered a non-appealable decision that such damage to Airport property was caused by PMGAA and/or its employees. If Licensee fails to reimburse PMGAA for damage caused to PMGAA, Licensee’s authorization to operate under this Agreement may be suspended or terminated, at the election of PMGAA, until PMGAA has been fully compensated, to PMGAA’s complete satisfaction.

11.1.2. Should greater than FIFTY PERCENT (50%) of the Terminal be rendered untenable by fire or other casualty, such that commercial airline schedules are similarly diminished, and PMGAA either cannot or elects to not complete restorative action within a reasonable period of time, Licensee shall have the option to terminate this Agreement.

11.2. **Inspections.** PMGAA, its authorized employees, agents, contractors, subcontractors and other representatives shall have the right, but not the obligation, at all reasonable times, to inspect Licensee’s vehicles during regular business hours (or at any time in case of an emergency) to ascertain the condition of said vehicles and to determine Licensee’s compliance with the terms of this Agreement. The right of inspection shall impose on PMGAA no duty to inspect and shall impart no liability upon PMGAA for failure to inspect.

12. **LIQUIDATED DAMAGES**

12.1. Unless cured to the satisfaction of PMGAA within 15 days of written notice thereof to Licensee, PMGAA reserves the right, in the case of violation of the terms of this Agreement, to temporarily suspend, deny or permanently revoke Licensee’s operating privileges, including those pertaining to any Licensee vehicle, employee, franchisee, owner-operator, contractor or Driver found to be in violation of any safety,
customer service, vehicle condition and/or cleanliness or regulatory provision of the Arizona Department of Transportation or this Agreement; and to impose the following fines, which Driver or Licensee (as applicable) agrees to pay, on a per observed, per violation basis:

<table>
<thead>
<tr>
<th>Violation</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>V-1</td>
<td>Operating a vehicle not registered for service in accordance with this Agreement</td>
<td>$100.00</td>
</tr>
<tr>
<td>V-2</td>
<td>Soliciting, scooping or hawking passengers anywhere in proximity to the Terminal</td>
<td>$100.00</td>
</tr>
<tr>
<td>V-3</td>
<td>Operating an unsafe vehicle and/or one that violates the motor vehicle safety standards specified herein</td>
<td>$100.00</td>
</tr>
<tr>
<td>V-4</td>
<td>Displaying inappropriate Driver conduct (e.g., being discourteous or rude, arguing, engaging in physical fighting or loud, boisterous verbal disputes, sleeping or smoking (cigarettes, cigars or electronic cigarettes, etc.), in a vehicle, etc.)</td>
<td>$100.00</td>
</tr>
<tr>
<td>V-5</td>
<td>Allowing passenger wait times to exceed those specified in SECTION 1.1.2 herein</td>
<td>$100.00</td>
</tr>
<tr>
<td>V-6</td>
<td>Failing to accept a credit (or debit) card for payment</td>
<td>$100.00</td>
</tr>
<tr>
<td>V-7</td>
<td>Failing to comply with insurance requirements required by this Agreement</td>
<td>$100.00</td>
</tr>
<tr>
<td>V-8</td>
<td>Failing to properly display Licensee’s Driver photo identification media upon request</td>
<td>$100.00</td>
</tr>
<tr>
<td>V-9</td>
<td>Failing to transport a service animal or comply with applicable ADA requirements</td>
<td>$100.00</td>
</tr>
<tr>
<td>V-10</td>
<td>Failing to report damage to Airport property</td>
<td>$100.00</td>
</tr>
<tr>
<td>V-11</td>
<td>Parking within or at the passenger pickup curb area without a pre-arranged contract</td>
<td>$100.00</td>
</tr>
<tr>
<td>V-12</td>
<td>Exceeding the maximum parking time of THIRTY (30) minutes at the passenger pickup location, unless the occupied space is not required by other authorized vehicles/users.</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

12.2. Licensee agrees all of the violations listed in SECTION 12.1 above shall result in PMGAA incurring damages that are impractical or impossible to determine. Licensee agrees the above monetary assessments are reasonable approximations of such damages.

12.3. PMGAA will notify Licensee, in writing, of the time, place and nature of a violation (a “Notice of Violation” or “NOV”), as well as any facts PMGAA has to substantiate the violation. Licensee shall respond within TEN (10) calendar days of the date PMGAA mailed the NOV to Licensee, and Licensee’s response shall be reviewed by the PMGAA Director of Operations and Maintenance who may, at his or her sole discretion,
uphold or reverse the violation. Licensee’s failure to respond in the time specified hereinabove shall be deemed an admission that the violation occurred.

12.4. All sums payable by Licensee to PMGAA under this SECTION shall be due and payable within THIRTY (30) calendar days after the Notice of Violation was mailed (if no appeal is undertaken), or after a written decision upholding the violation has been mailed. All sums unpaid after such THIRTY (30) days shall be considered delinquent and shall be subject to a Delinquent Account Fee equal to TEN PERCENT (10%) of the amount due. If Licensee refuses to pay any sum due under this SECTION, including any Delinquent Account Fee, PMGAA may suspend this Agreement until payment in full is received, or terminate the Agreement for default.

13. [RESERVED]

14. FAILURE TO COMPLY

If any services performed hereunder or equipment provided hereunder are not in conformity with the requirements of this Agreement, in addition to other available remedies, PMGAA shall have the right to require Licensee to immediately take all necessary steps to ensure future performance of the services in conformity with such requirements.

15. INDEMNIFICATION

To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless PMGAA and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions and employees (hereinafter referred to collectively as the “PMGAA” for purposes of this SECTION) from any and all claims, causes of action, liability, suits, litigation (including reasonable attorney’s fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever which arise out of or in connection with (i) any accident, injury or damages occurring at or on the Airport, or (ii) any negligent act or omission or willful misconduct of Licensee or its Drivers, agents, employees, contractors, or subcontractors (hereinafter referred to collectively as “Licensee” for purposes of this SECTION) in connection with Licensee’s operations hereunder and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or (iii) the failure of Licensee to comply with any provisions of this Agreement. This indemnification shall exclude responsibility for any consequential damages and for claims arising by reason of the negligent or wrongful act of PMGAA or its employees, contractors or agents, where such consequential damages and claims are determined by a court of competent jurisdiction to have arisen solely as a result of PMGAA or its employees, contractors or agents (excluding Licensee as an employee, contractor or agent).

16. INSURANCE

16.1. Coverage Required. Licensee shall at all times and prior to the Effective Date, at its sole expense, maintain in effect the insurance coverage set forth below, including delivering a certificate of insurance for each policy to PMGAA; and shall continue to provide such certificates throughout the Term of this contract:

16.1.1. Commercial General Liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate covering third party bodily injury and property damage liabilities including coverage for "premises/operations," "products and completed operations," "professional," "host liquor" and "blanket contractual liabilities." Coverage pertains to ground activities occurring outside the AOA.
16.1.2. Commercial Automobile Liability insurance must comply with all statutory insurance requirements applicable to its operation and to maintain motor vehicle combined single limit liability insurance, including uninsured motorist coverage covering each vehicle operating at the Airport pursuant to this Agreement in the minimum amounts required under state law. Insurance covers all owned, non-owned and hire vehicles operated on the Airport that are assigned to or used in the performance of commercial activities, or that are operated within the AOA. If any hazardous materials are transported within Airport boundaries in conjunction with the operator's business activities, an MSC-90 Endorsement is required. Coverage amounts generally apply to Basic Injury per Person, Basic Injury per Accident and Property Damage.

16.1.3. Workers' Compensation insurance, providing AZ State statutory benefits, for Licensee’s employees operating at or on the Airport, and Employer’s Liability insurance in the amount of $500,000. Sole Proprietors with no employees may opt out of the Work Comp requirement by providing PMGAA with signed Workers’ Compensation Waiver Form as allowed by the State of Arizona A.R.S.23.961(1).

16.2. Form.

16.2.1. Each insurance policy obtained pursuant to this SECTION, except for Workers’ Compensation and Employer’s Liability policies, shall: (i) name PMGAA as an additional insured on a primary and non-contributory basis via endorsement; (ii) contain a provision that written notice of cancellation shall be given to PMGAA not less than THIRTY (30) calendar days before such cancellation takes effect (TEN (10) days in case of nonpayment of premium) via blanket endorsement; (iii) all policies, including Work Comp, shall contain a waiver of subrogation in favor of PMGAA, where allowed by law, via blanket endorsement.

16.2.2. Licensee shall not permit any insurance policy to be cancelled without PMGAA’s written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies eligible to issue insurance policies in the State of Arizona and possessing a rating of at least A - VII or higher from the A.M. Best Company, or an equivalent rating approved by PMGAA.

17. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER

17.1. The Parties agree Licensee is providing services under this Agreement on a part-time and/or temporary basis, and that the relationship created by this Agreement is that of independent contractor. Neither Licensee nor any of Licensee’s Drivers, agents, employees or servants shall be deemed to be Drivers, agents, employees or servants of PMGAA. PMGAA is interested only in the results obtained under this Agreement. The manner, means and mode of completing the same are under the sole control of Licensee. This agreement does not imply under any circumstances that an employer/employee relationship exists between PMGAA and Licensee. Licensee is not eligible for employee benefits, including workers compensation coverage, from PMGAA.

17.2. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture, partnership, affiliation, subsidiary, agency or other formal business entity, association or organization of any kind whatsoever, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no individual performing under this Agreement on behalf of Licensee shall be considered a PMGAA employee, and that no rights of PMGAA Civil Service, PMGAA retirement or PMGAA personnel rules shall accrue to such individual. Licensee shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker’s compensation, other employee benefits and all taxes and premiums appurtenant thereto, concerning Licensee employees and shall save and hold harmless PMGAA with respect thereto.

18. CONFIDENTIALITY, PUBLIC RECORDS
18.1. All data, including personal identifying information, financial account information or other personal information collected, obtained or transmitted to either party in connection with this Agreement shall be protected and secured in accordance with federal, state and local laws. Licensee shall also comply with any PMGAA policy implemented relating to protecting or securing such data. The obligations of Licensee under this SECTION shall survive termination of this Agreement.

18.2. Licensee agrees the requirements of this SECTION shall be incorporated into all subcontracts entered into by Licensee, as they may affect or are related to this Agreement. It is further agreed that a violation of this SECTION shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this SECTION may result in immediate termination of this Agreement without notice.

18.3. Licensee may request specific documents provided to PMGAA be treated as confidential or proprietary (collectively “confidential”), provided that the Licensee clearly labels the documents “confidential.” PMGAA will notify Licensee of any public records request to view the documents or any portion of the documents marked “confidential.” Licensee will have seven (7) calendar days from the date such notice is received to obtain a court order enjoining release of the documents marked confidential. If Licensee does not provide PMGAA with a court order enjoining release of the documents, PMGAA will make the documents requested available for inspection as required under the public records law seven (7) calendar days after the written notice to Licensee is received.

19. CONTACTS WITH THIRD PARTIES

Except, as necessary for Licensee to communicate with third parties that are passengers and Licensee’s Drivers, Licensee shall not contact third parties to provide any information in connection to the services provided under this Agreement without prior written consent of PMGAA. Should Licensee be contacted by any person requesting information or requiring testimony relative to the services Licensee is providing under this Agreement or any other prior or existing Agreement with PMGAA, Licensee shall promptly inform PMGAA and shall not disclose such information or give such testimony without written consent from PMGAA or a court order. The obligations of Licensee or any Licensee subcontractor under this SECTION shall survive termination of this Agreement. Licensee agrees that the requirements of this SECTION shall be incorporated into all subcontracts entered into by Licensee that are or may be related to this Agreement. It is further agreed that a violation of this SECTION shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this SECTION also may result in immediate termination of this Agreement without notice.

20. DBE/MBE/WBE/SBE UTILIZATION

PMGAA extends to each individual, firm, vendor, supplier, contractor, subcontractor and licensee an equal economic opportunity to compete for PMGAA business and strongly encourages voluntary utilization of disadvantaged and/or minority-owned, woman-owned and small businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

21. COMPLIANCE WITH LAWS; SUPPLEMENTAL TERMS AND CONDITIONS

Licensee, its Drivers, agents, employees, invitees, subcontractors and independent contractors shall comply with all directions, rules, regulations and operating procedures of PMGAA in effect or hereinafter promulgated, and shall observe and obey all ordinances of the City of Mesa, as well as all federal and state statutes and regulations governing the use of the Airport and Licensee’s business activities thereon, including the specific requirements of this SECTION. If a subsequently enacted law imposes substantial additional costs on Licensee, a request for amendment may be submitted to PMGAA.

21.1. Legal Worker Requirements. Licensee warrants and agrees that to the extent applicable under A.R.S. §41-4401, as amended, Licensee will comply with all federal immigration laws and regulations that relate to Licensee’s employees, including the E-verify requirements under ARS §23-214(A), as amended. Licensee’s breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result
in its termination by PMGAA. PMGAA retains the legal right to randomly inspect the papers and records of any employee who works under this Agreement to ensure Licensee is complying with the above-mentioned warranty.

21.2. **Conflict of Interest.** Licensee acknowledges that the provisions of A.R.S. §38-511, as amended are incorporated into this Agreement. Licensee further acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage or contingent fee, and that no member of PMGAA or employee thereof has any financial interest in Licensee’s business firm. For breach of violation of this warranty, PMGAA shall have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.

21.3. **Scrutinized Business Operations.** Licensee certifies that, pursuant to ARS §§35-391.06 and 35-393.06, as amended, it does not have a scrutinized business operation in Sudan or Iran. For purposes of this SECTION, the term “scrutinized business operations” shall have the meanings set forth in ARS §§ 35-391 and 35-393, as applicable. If PMGAA determines that Licensee submitted a false certification, PMGAA may impose remedies as provided by law, including termination of this Agreement.

21.4. **Nondiscrimination.**

21.4.1. Licensee shall furnish its services to all Airport passengers and the general public on a fair, equal and not unjustly discriminatory basis.

21.4.2. Licensee shall charge fair, reasonable and not unjustly discriminatory prices for its services; except that, Licensee may be allowed to offer reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume or frequent purchasers. Non-compliance with this requirement shall be considered a material breach of this Agreement for which PMGAA shall have the right to terminate this Agreement and any estate created herewith, without liability therefor; or, at the election of PMGAA or the United States, either or both of which shall have the right to judicially enforce said requirement.

21.4.3. Licensee warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability, be excluded from participating in any activity conducted at or from the Airport, or otherwise be excluded from the benefits offered by Licensee to the general public. Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

22. **CIVIL RIGHTS – TITLE VI ASSURANCES**

During the performance of this contract, the Licensee, for itself, its assignees, and successors in interest agrees as follows:

22.1. **Compliance with Regulations:** The Licensee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

22.2. **Non-discrimination:** The Licensee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Licensee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
22.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Licensee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Licensee of the Licensee’s obligations under this contract and the Non-discrimination Acts And Authorities on the grounds of race, color, or national origin.

22.4. Information and Reports: The Licensee will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Licensee is in the exclusive possession of another who fails or refuses to furnish the information, the Licensee will so certify to the sponsor or the Federal Aviation Administration as appropriate and will set forth what efforts it has made to obtain the information.

22.5. Sanctions for Noncompliance: In the event of a Licensee’s noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

22.5.1.1. withholding payments to the Licensee under the contract until the Licensee complies; and/or

22.5.1.2. cancelling, terminating, or suspending a contract, in whole or in part.

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

22.7. The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

23. CIVIL RIGHTS – TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Licensee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
24. **ENVIRONMENTAL COMPLIANCE.**

Licensee shall, at Licensee's own expense, comply with all present and hereinafter enacted environmental laws, rules and regulations and any amendments thereto, affecting or applying to Licensee's operations and activities at or on the Airport.

25. **AIRPORT SECURITY**

PMGAA has implemented an Airport Security Plan ("Security Plan") in a form acceptable to the Transportation Security Administration pursuant to 49 CFR Parts 1540 and 1542, and 14 CFR Part 139. Licensee shall at all times comply with PMGAA Operations Department Security Directives, security bulletins, or verbal notifications existing now or in the future. Licensee shall immediately correct physical or procedural deficiencies which are contrary to PMGAA Operations Department security directives, security bulletins or verbal notifications existing now or in the future.
26. **TAXES, LICENSES AND PERMITS**

Licensee shall pay all taxes and assessments that may be levied or charged upon its property, equipment and activity hereunder, and shall secure and comply with all licenses and permits required by PMGAA or any other governmental authority exercising jurisdiction over its business or activities. Licensee shall also pay any taxes or assessments levied upon PMGAA as a result of Licensee conducting its business under the authority of this Agreement.

27. **NON-ASSIGNABILITY**

27.1. Licensee shall have no power to assign its rights and obligations under this Agreement without the prior written consent of the PMGAA Executive Director, which shall not be unreasonably withheld. Any attempt to assign this Agreement without such prior written consent shall be void.

27.2. Licensee’s General Manager, Mr. Hossein Dibazar, will serve as Licensee’s primary representative in the execution of this Agreement.

28. **NOTICES**

28.1. Notices required under this Agreement shall be in writing and delivered personally or by registered or certified mail, postage prepaid, addressed as follows:

**TO PMGAA:** Phoenix-Mesa Gateway Airport Authority  
Attn.: Business Development Department  
5835 S. Sossaman Road  
Mesa, Arizona 85212-0919  
Telephone: (480) 988-7535

**TO LICENSEE:** AAA CAB SERVICE, INC.  
Attn.: Mr. Hossein Dibazar, General Manager  
4525 East University Drive  
Phoenix, Arizona 85034  
(602) 722-3360

28.2. Notice by certified or registered mail in the manner described above shall be deemed effective the day after its deposit in the mail.

29. **NONWAIVER**

PMGAA’s right to revoke this Agreement shall be absolute. Any election by PMGAA to not enforce any provision of this Agreement, or any failure by PMGAA to exercise any of the remedies allowed PMGAA under this Agreement, shall not operate as a waiver by PMGAA of any of its rights under this Agreement or at law or equity.

30. **APPLICABLE LAW**

The laws of the State of Arizona, including its conflicts of law provisions, shall govern the matters set forth in this Agreement. Venue of any action brought under this Lease shall, at the option of PMGAA, lie in Maricopa County, Arizona.

31. **PRIOR PERMITS**

Upon execution hereof, this Agreement shall supersede and cancel any prior agreement(s) between PMGAA and Licensee with respect to Licensee’s ground transportation business activities at or on the Airport,
or from the Terminal, governed hereby. Licensee shall not construe PMGAA’s execution of this Agreement as a waiver of any prior indebtedness or obligation to PMGAA under any prior agreement or license, nor does PMGAA waive any claim or cause of action arising therefrom.

32. CANCELLATION PROVISIONS

32.1. PMGAA’s Right of Cancellation. Except as may be otherwise provided herein, PMGAA shall have the right to cancel or terminate this Agreement in its entirety immediately if Licensee commits any one or more of the hereinafter listed events of default and does not cure such default within THIRTY (30) calendar days of PMGAA’s written notice thereof. Upon receiving notice of such termination, Licensee shall immediately cease its operations at and on the Airport and remove all of its employees and personal property therefrom.

32.1.1. With Cause.

a. If Licensee shall fail to pay any fee or other amount due from Licensee hereunder or as a result of any other agreement executed between the Parties.

b. Solely for purposes of this SECTION 32.1.1 b., if Licensee shall neglect or fail to perform, keep or observe any other terms, covenants or conditions herein contained and if such neglect or failure shall continue for a period of THIRTY (30) calendar days after delivery by PMGAA to Licensee of a written notice of such default; provided, however, if a cure of the default reasonably requires more than THIRTY (30) calendar days to complete, then the time to cure shall be extended so long as the cure is being diligently pursued.

c. The occurrence of any act that deprives Licensee of the rights, licenses, permits and authorizations necessary for the proper and lawful conduct of the Licensee’s business operations at and on the Airport, and from the Terminal.

d. Excessive liquidated damages and/or complaints against Licensee by Airport passengers and the general public.

e. The filing, by Licensee, of a voluntary petition in bankruptcy; or its adjudication as a bankruptcy pursuant to an action filed against it; or the taking of its assets by a court under any Federal reorganization act; or the appointment of a receiver for its assets; or the occurrence of a general assignment or attempted assignment for the benefit of creditors.

f. The filing of any mechanic’s, materialmen’s or other lien or any kind against the Licensee because of any act or omission of Licensee which lien is not discharged, by bonding or otherwise, within THIRTY (30) calendar days of receipt of actual notice thereof by Licensee.

g. Existence, for a period in excess of TEN (10) calendar days, of any strike, lockout, work stoppage or other dispute between Licensee and its employees, Drivers, contractors or subcontractors which, in the opinion of PMGAA, interferes with the operation of the Airport, or endangers or inconveniences users of Airport facilities.

h. If Licensee shall discontinue or abandon its operations at the Airport for any 24-hour period, exclusive of periods when no commercial airline flight arrivals are scheduled or planned.

i. For violation of any laws, ordinances, regulations or provisions of this Agreement, PMGAA reserves the right to terminate this Agreement immediately when such action is considered by the PMGAA Executive Director, at his or her sole and absolute discretion, to be in the best interest of Airport passengers and the general public.

32.1.2. Without Cause. PMGAA may terminate this Agreement without cause upon THIRTY (30) days advance written notice to Licensee. In the event of termination without cause, Licensee shall be entitled solely to a pro-rata refund of any fee herein paid.
32.1.3. Temporary Suspension. As provided herein, PMGAA may suspend this Agreement for Licensee's failure to perform in accordance with the terms, covenants and conditions of this Agreement.

32.2. Licensee’s Right of Cancellation. Except as otherwise provided herein, Licensee shall have the right to terminate this Agreement in its entirety upon THIRTY (30) calendar days advance written notice to PMGAA if one or more of the following events of default are committed by PMGAA:

32.2.1. The issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport in such a manner as to substantially restrict Licensee from conducting its business activities at and on the Airport and from the Terminal, which injunction is not caused by any act or omission of Licensee and such injunction remains in force for at least SIXTY (60) consecutive calendar days.

32.2.2. If Licensee is deprived of the use of all or a major portion of the Airport or Terminal for THIRTY (30) consecutive calendar days or more, subject to the relocation or other applicable renovation provision provided for herein.

32.2.3. The assumption by the United States Government and the authorized agencies thereof, or any other governmental agency, of the operation, control or use of Airport facilities, including the Terminal, or any substantial part or parts thereof in such a manner as to substantially restrict the conduct of Licensee’s business thereto for a period of THIRTY (30) calendar days or more.

32.2.4. A material breach by PMGAA of any of the terms and covenants or conditions within this Agreement. In the event of such a breach, Licensee shall have available all rights and remedies provided at law or in equity, subject to the terms and conditions of this Agreement; provided, however, Licensee may not exercise any such right or remedy unless Licensee has notified PMGAA by written notice of such alleged default, and PMGAA has not cured such default within a THIRTY (30) calendar day period subsequent to receipt of such notice or, in the event such alleged default is of such a nature that it cannot be reasonably cured within such THIRTY (30) day period, PMGAA has failed to cure such alleged default with all due diligence. Notwithstanding anything to the contrary in this Agreement, in no event shall Licensee be entitled to terminate this Agreement or abate or offset any fees or other payments to be made by Licensee hereunder.

32.2.5. Without Cause. Licensee may terminate this Agreement without cause upon THIRTY (30) days advance written notice to PMGAA.

33. PROFESSIONAL COMPETENCY.

33.1. Qualifications. Licensee represents that it is familiar with the nature and extent of this Agreement, the services and any conditions that may affect its performance thereunder. Licensee further represents that it is fully experienced and properly qualified, compliant with all applicable license requirements and is equipped, organized and financed to perform such services.

33.2. Level of Care and Skill.

33.2.1. Services provided by Licensee shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Licensee’s profession currently practicing in the same industry under similar conditions.

33.2.2. Acceptance or approval by PMGAA of Licensee’s work shall in no way relieve Licensee of liability to PMGAA for damages suffered or incurred arising from Licensee's failure to adhere to the aforesaid standard of professional competence.

34. FORCE MAJEURE

Licensee shall not be responsible or liable for, or deemed to be in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including, but not limited to, fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions,
failure of PMGAA to provide data within PMGAA’s possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Licensee in connection with the services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter call “Force Majeure”).

35. **RELEASE OF INFORMATION**

Licensee shall not publish, release, disclose or announce to any member of the public, press, official body or any other third party: any documentation or the contents thereof, without the prior written consent of PMGAA, except as may be required by law.

36. **WAIVER OF CLAIMS FOR ANTICIPATED PROFITS**

Licensee waives any claims against PMGAA and its officers, officials, agents and employees for the loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

37. **CONTINUATION DURING DISPUTE**

37.1. Licensee agrees as a condition of this Agreement that in the event of any dispute between the Parties, provided no Notice of Termination has been given to PMGAA, and if it is feasible under the terms of this Agreement, each Party shall continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

37.2. Failure or delay by either Party to exercise any right, power or privilege specified in or appurtenant to this Agreement shall not be deemed a waiver thereof.

38. **THIRD PARTY BENEFICIARY CLAUSE**

The Parties expressly agree that this Agreement is not intended by any of its provisions to create of the public or any member thereof a third-party beneficiary, nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

39. **CORPORATE AUTHORIZATION**

In executing this Agreement, Licensee represents and warrants to PMGAA that if Licensee is a corporation, Licensee has obtained and been granted the full right, power and authority to enter into this Agreement and that Licensee is a validly and lawfully organized entity in good standing in its state of organization, as well as in Arizona and in any state in which Licensee conducts business.

40. **MISCELLANEOUS**

40.1. **Personal Liability.** No member of PMGAA or employee or agent of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement because of any breach thereof or because of its execution or attempted execution.

40.2. **No Waiver.** No provision of this Agreement may be waived or modified except by a written instrument signed by the Party against whom such waiver or modification is sought.

40.3. **Non-Waiver of Rights.** No waiver or default by PMGAA of any of the terms, conditions, covenants or agreements hereof to be performed, kept or observed by Licensee shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to be performed, kept or observed by Licensee, and PMGAA shall not be restricted from later enforcing any of the terms and conditions of this Agreement.
40.4. **Amendment.** This Agreement may be amended only by a written instrument executed by the Parties.

40.5. **Cancellation.** The Parties hereto acknowledge and agree that this Agreement may be cancelled pursuant to the provisions of ARS § 38-511, as amended.

40.6. **Invalid Provisions.** Should any provision of this Agreement or any application thereof shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, unless one or both Parties would be substantially and materially prejudiced.

40.7. **Litigation Expenses.** In the event of litigation between PMGAA and Licensee, the prevailing Party shall be entitled to recover its attorneys’ fees and all costs and expenses of litigation, including witness fees, expert witness fees, and court costs.

40.8. **Headings.** The headings contained herein are for convenience in reference only and are not intended to define or limit the scope of this Agreement or any term thereof.

40.9. **Approvals, Consents and Notices.** All approvals, consents and notices called for in this Agreement shall be in writing, signed by the appropriate party, and may not be established solely by oral testimony.

40.10. **Entire Agreement.** This Agreement, including exhibits attached hereto at the time of its execution, constitutes the entire Agreement between the Parties hereto.

41. **INCORPORATION OF RECITALS**

The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

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

FOR PMGAA:
Terminal Ground Transportation (Taxicab Services) License Agreement – PILOT PROGRAM
(AAA Cab Service, Inc.)  March 1, 2020

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

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

STATE OF ARIZONA

County of Maricopa

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this ___ day of _____________, 2020, by J. Brian O’Neill, in capacity as the Executive Director/CEO of the Phoenix-Mesa Gateway Airport Authority.

______________________________
Notary Public

My Commission Expires: ____________________
FOR LICENSEE:

AAA CAB SERVICE, INC., an Arizona corporation

By: ________________________________
Hossein DiBazar, General Manager

STATE OF ARIZONA

County of Maricopa

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this ___ day of _____________, 2020, by Hossein DiBazar, in his capacity as General Manager of AAA Cab Service, Inc.

______________________________
Notary Public

My Commission Expires: __________________________
EXHIBIT A

Depiction of Staging Areas, Queuing and Pickup Locations for Taxicabs
EXHIBIT B

Taxicab Fleet Requirements

All vehicles providing taxicab services under this Agreement shall:

1. Be model year 2012 or newer, and not older than 8-years at any time during the Term.
2. Be large-size or mid-size vehicles, as determined by 40 CFR § 600.315-82, Classes of Comparable Automobiles. In addition:
3. Vehicles must have a designated minimum seating capacity of not less than FOUR (4) passengers, not including the driver, with separate, usable cargo space greater than or equal to 15 cubic feet.
4. ADA-compliant and wheelchair accessible vehicles shall have a minimum of FOUR (4) doors for passenger and driver ingress and egress, and a designated minimum seating capacity of FOUR (4) passengers, including ONE (1) forward-facing wheelchair position with securement.
5. Comply fully with the current taxicab meter requirements specified by the Arizona Department of Agriculture Weights and Measures Services Division, and accurately display the fare.
6. Whenever a taxicab meter has been damaged or repairs that might affect the accuracy of its indications have been made, or any official security seals have been mutilated, such device shall not thereafter be used until it has been officially examined, re-approved and resealed by Arizona Department of Agriculture Weights and Measures Services Division. Neither the Licensee nor the driver may tamper with the taxicab meter or any seal connection or part thereof, or make any change in the vehicle’s mechanism or its tires that would affect the operation of the taxicab meter. Additionally, Licensee shall not allow a vehicle to operate under this Agreement unless all taxicab meter and cable housing seals are in “good” condition.
7. All taxicab meters shall be calibrated to reflect Licensee’s fare rates.
8. Display the proper decals reflecting authorization to operate as a taxicab in the State of Arizona.
9. Be equipped with a permanently installed, illuminated sign mounted on the vehicle roof displaying the word, “TAXI” or “CAB,” or other equivalent expression generally accepted by the public as indicating the vehicle is for hire.
10. Be equipped with Federal Communications Commission (FCC)-licensed radio receivers/transmitters (mobile station) or other suitable radio frequency/computer assisted dispatch (RF/CAD) system that is compliant with federal, state and local laws that shall be operational on a 24-hour basis. Such equipment shall provide Licensee the means to dispatch taxicabs and drivers to the appropriate Taxicab Staging and Queuing Areas, as required, and establish procedures for notifying drivers located within the Taxicab Staging Area to relocate to the Taxicab Queuing Area as and when spaces become available. Drivers shall not be permitted to cruise the Airport or Terminal areas to make such determination.
11. Permanently display “First mile” (or “Flag drop”) and “each additional mile” fares, and the traffic delay charge per hour on the exterior and in the interior of all vehicles. In addition, rate signs shall be displayed on the exterior door panel, but not on the door glass.
12. Have a properly installed and maintained air conditioning system to provide sufficient passenger comfort at all times. Air conditioners shall be operable at all times when outside air temperatures reach 85-degrees Fahrenheit, or upon passenger request. Heaters shall be operable upon passenger request and shall sufficiently heat the interior of vehicles.
13. Be structurally sound and maintained in accordance with A.R.S. Title 28, free of any exterior sheet metal damage, maintained in a damage-free and clean condition, free of oxidation or rust of paint, and free of road dust, mud and grime. Wheel covers shall be mounted on all wheels at all times, when
vehicles are not otherwise equipped with decorative aluminum wheels. If such decorative wheels are installed on a vehicle, all wheels shall be the same type and design.

14. Comply with the Smoke Free Arizona Act, as set forth in A.R.S. §§ 36-601.01 et seq. Vehicle interiors shall be clean and free of foreign matter and offensive odors. There shall be no litter in the vehicles or trunks, and upholstery shall be kept clean, intact and free of rips and tears.

15. Be distinguished by a single, uniform Licensee vehicle identification color scheme and marking system. Licensee shall submit to PMGAA a description (either photographic or otherwise) adequate to identify said color scheme and markings to be employed on Licensee’s vehicles, so as to distinguish them visually from other taxicabs operating at the Airport. All of Licensee’s vehicles must adhere to a single livery and color scheme throughout the Term.
EXHIBIT C
Airport Rules and Regulations and Minimum Standards


Board Action Item

RESOLUTION NO 20-07

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Authorized FAA Reimbursable Agreement for ATCT
Date: February 18, 2020

Proposed Motion

To authorize entering into a Reimbursable Agreement with the Federal Aviation Administration (FAA) for design review, equipment and construction administration for the new Air Traffic Control Tower (ATCT) and funding up to $796,507.20 with $217,267.28 paid in FY20 for Phases I and II. Remaining payments will occur in FY21 for Phases III and IV.

Narrative

The new ATCT project design is nearly complete and an application for Federal Airport Improvement Program (AIP) funding is pending at the FAA. The Airport has requested that the FAA directly or by contract furnish design review, material, supplies, electronic equipment and construction services including travel to move the air traffic control tower from the old to the new location. The FAA has provided a Reimbursable Agreement number AJW-FN-WSA-20-WP-003572 to provide these services.

The contract is offered in phases and subject to payment and authorization by the Airport as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Engineering, Plan Review</td>
<td>$82,075.91</td>
</tr>
<tr>
<td>II</td>
<td>Project Mgt., Circuits, Drawing Reviews</td>
<td>$135,191.37</td>
</tr>
<tr>
<td>III</td>
<td>Purchase Equipment, Materials</td>
<td>$337,992.48</td>
</tr>
<tr>
<td>IV</td>
<td>Installations/Cut-Over. CA</td>
<td>$241,247.44</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$796,507.20</td>
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Phases I and II will be funded during the current FY20 and Phases III and IV will be funded in FY21 and are subject to Airport authorization for the phases.

Direct procurement from the FAA is authorized under 59 USC 106(1)(6). Any funds not expensed by the FAA will be returned to the Airport at the close of the project.

Fiscal Impact

This Reimbursable Agreement is to be funded in the Capital Budget project number 927 for the Air Traffic Control Tower construction. Funding up to $217,267.28 will be in FY20 and the remaining $579,239.92 will be in FY21.

Attachment(s)

FAA Reimbursable Agreement AJW-FN-WSA-20-WP-003572
RESOLUTION NO. 20-07

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

WHEREAS the Authority desires to authorize entering into a Reimbursable Agreement with the Federal Aviation Administration (FAA) for design review, equipment and construction administration for the new Air Traffic Control Tower (ATCT) and funding up to $796,507.20 with $217,267.28 paid in FY20 for Phases I and II. Remaining payments will occur in FY21 for Phases III and IV;

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

The Board of Directors of the Authority hereby authorizes entering into a Reimbursable Agreement with the Federal Aviation Administration (FAA) for design review, equipment and construction administration for the new Air Traffic Control Tower (ATCT) and funding up to $796,507.20 with $217,267.28 paid in FY20 for Phases I and II. Remaining payments will occur in FY21 for Phases III and IV. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 18th day of February, 2020.

Robert Stone, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Interim Clerk of the Board

Jill Casson Owen, Attorney
NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
PHOENIX-MESA GATEWAY AIRPORT
MESA, AZ

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the Phoenix-Mesa Gateway Airport Authority (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA’s mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA’s mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and Phoenix-Mesa Gateway Airport Authority.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to provide FAA support of the sponsor’s ATCT relocation project. This agreement allows for the installation of electronic equipment necessary to move air traffic operations from the old airport traffic control tower (ATCT) to the new location. This Agreement
provides funding for the FAA to establish these services as well as any Program Management travel in support of this effort. Therefore, this Agreement is titled:

**Phoenix, AZ (IWA) Air Traffic Control Tower (ATCT) Relocation at Phoenix-Mesa Gateway Airport**

**Phase I:**

B. The FAA will perform the following activities:

1. Engineering Services (ES) to provide inspection and submittal reviews of critical systems during construction of the facility. Systems would include fire life safety, lightning, grounding and bonding; and electrical distribution.

2. Engineer FTI Circuits.

3. Travel as necessary for the ATCT relocation and the contract controllers in the old and new facility.

4. Review 90% design plans

C. The Sponsor will perform the following activities:

1. Provide the NEPA documents (EA/FONSI or EIS/ROD) to Real Estate Contracting Officer (RECO).

2. Participate with the FAA RECO to update the no-cost lease for FAA equipment and contract air traffic controllers.

3. Provide electronic and paper copies of the construction plans and specifications.

4. Travel in support for the ATCT relocation and the contract controllers in the old and new facility.

5. Submit Form 7460-1 and -2 for obstacle evaluation of the construction project and potential surface penetrations, with assistance from the FAA.

**Phase II:**

B. The FAA will perform the following activities:

1. Continued Program Management support, including travel as necessary.

2. Establish FTI Circuits.
3. Engineering support for installation of electronics equipment including cut-over to the new facility, operational readiness demonstration and updating electronic equipment drawings as-built).

4. Review 100% design plans.

5. Participate in construction meetings with airport design contractor, and construction management contractor.

C. The Sponsor will perform the following activities:

1. Provide funding for Phase II FAA Scope.

2. Participate with the FAA RECO to update the no-cost lease for FAA equipment and contract air traffic controllers.

3. Provide the NEPA documents (EA/FONSI or EIS/ROD) to Real Estate Contracting Officer (RECO).

4. Provide electronic and paper copies of the construction plans and specifications.

**Phase III:**

B. The FAA will perform the following activities:

1. Procure materials for, and construct the mission support/internet and LAN.

2. Procure FDIO, STARS, TFDM, ACE-IDS, FTI, Mission Support, and ILS monitors (glide slope and localizer).

3. Travel as necessary for the ATCT relocation and the contract controllers in the old and new facility.

4. Participate in construction meetings with airport design contractor, and construction management contractor.

5. Test Telco circuits.

C. The Sponsor will perform the following activities:

1. Provide funding for Program Management travel in support for the ATCT.

2. Relocation and the contract controllers in the old and new facility.

3. Provide electronic and paper copies of the construction plans and specifications.
4. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website (https://oeaaa.faa.gov) This form may also be used to notify the FAA of any changes to the project schedule.

Phase IV:

B. The FAA will perform the following activities:

1. Install electronics equipment and associated infrastructure in new ATCT in order to relocate air traffic operations. FAA-provided equipment includes: FDIO, STARS, TFDM, ACE-IDS, FTI, Mission Support, and ILS monitors (glide slope and localizer).

2. Provide RE for infrastructure installation.

3. Oversee cab layout design for FAA equipment.

4. Install fiber optic equipment and telecommunications hardware to mirror current air traffic functionality.

5. Remove and dispose of any excess equipment at the old ATCT.

6. Perform cut-over.

7. Participate in JAI.

8. Procure materials for, and construct the mission support/internet and LAN.

9. Ship leap frog equipment back to depot.

C. The Sponsor will perform the following activities:

1. Notify FAA prior to critical systems testing and inspections.

2. Provide funding for Program Management travel in support for the ATCT relocation and the contract controllers in the old and new facility.

3. Provide electronic and paper copies of the construction plans and specifications.

4. Construct a code complaint facility per NEPA, OSHA, and FAA Standards for the FAA’s use as spelled out in the lease agreement when construction funds become available.
D. This agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [X] No. If Yes, the grant date is:________ and the grant number is: ______________.
If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The Western Service Area, Planning and Requirements will provide administrative oversight of this Agreement. Doc Richardson is the Lead Planner and liaison with the Sponsor and can be reached at (206) 231-2854 or via email at doc.richardson@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The Terminal Engineering Center Los Angeles B will perform the scope of work included in this Agreement. Steve Yang is the Engineering Center Manager and liaison with the Sponsor and can be reached at (424) 405-7468 or via email at steve.yang@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Brad Logan who can be reached at (817) 222-4395 or via email at brad.logan@faa.gov.

B. Sponsor:

Bob Draper
Engineering and Facilities Director
Phoenix-Mesa Gateway Airport Authority
5835 South Sossaman Road
Mesa, AZ 85212-6014
Phone: (480) 988-7705
Email: bdraper@gatewayairport.com

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor
improvements, changes, or other actions which in the FAA’s opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.

B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA’s ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.
ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

**Phase I:**

<table>
<thead>
<tr>
<th>DESCRIPTION OF REIMBURSABLE ITEM</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>WB4010 Program Management</td>
<td>$3,640.00</td>
</tr>
<tr>
<td>WB4020 Engineering</td>
<td>$60,060.00</td>
</tr>
<tr>
<td><strong>Labor Subtotal</strong></td>
<td><strong>$63,700.00</strong></td>
</tr>
<tr>
<td>WB4020 Travel</td>
<td>$7,676.00</td>
</tr>
<tr>
<td><strong>Non-Labor Subtotal</strong></td>
<td><strong>$7,676.00</strong></td>
</tr>
</tbody>
</table>

**Phase I** to be funded upon agreement execution

<table>
<thead>
<tr>
<th>DESCRIPTION OF REIMBURSABLE ITEM</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>WB4020 Engineering</td>
<td>$103,440.00</td>
</tr>
<tr>
<td>WB4030 Environmental and Occupational</td>
<td>$12,210.00</td>
</tr>
<tr>
<td><strong>Labor Subtotal</strong></td>
<td><strong>$115,650.00</strong></td>
</tr>
<tr>
<td>WB4020 Travel</td>
<td>$1,139.00</td>
</tr>
<tr>
<td><strong>Non-Labor Subtotal</strong></td>
<td><strong>$1,139.00</strong></td>
</tr>
<tr>
<td>WB4020 Travel</td>
<td>$91.12</td>
</tr>
<tr>
<td><strong>Total Non-Labor</strong></td>
<td><strong>$1,230.12</strong></td>
</tr>
</tbody>
</table>

**Phase II**

<table>
<thead>
<tr>
<th>DESCRIPTION OF REIMBURSABLE ITEM</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>WB4020 Engineering</td>
<td>$103,440.00</td>
</tr>
<tr>
<td>WB4030 Environmental and Occupational</td>
<td>$12,210.00</td>
</tr>
<tr>
<td><strong>Labor Subtotal</strong></td>
<td><strong>$115,650.00</strong></td>
</tr>
<tr>
<td>WB4020 Travel</td>
<td>$1,139.00</td>
</tr>
<tr>
<td><strong>Non-Labor Subtotal</strong></td>
<td><strong>$1,139.00</strong></td>
</tr>
</tbody>
</table>

**Phase II** anticipated to be funded no later than January 31, 2020.
Phase III:

<table>
<thead>
<tr>
<th>DESCRIPTION OF REIMBURSABLE ITEM</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Labor</td>
<td></td>
</tr>
<tr>
<td>WB4060 Supplies</td>
<td>$267,956.00</td>
</tr>
<tr>
<td>WB4080 Services</td>
<td>$45,000.00</td>
</tr>
<tr>
<td><strong>Non-Labor Subtotal</strong></td>
<td><strong>$312,956.00</strong></td>
</tr>
<tr>
<td>Non-Labor Overhead</td>
<td>$25,036.48</td>
</tr>
<tr>
<td><strong>Total Non-Labor</strong></td>
<td><strong>$337,992.48</strong></td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATED COST</strong></td>
<td><strong>$337,992.48</strong></td>
</tr>
</tbody>
</table>

- Phase III anticipated to be funded no later than July 31, 2020.

Phase IV:

<table>
<thead>
<tr>
<th>DESCRIPTION OF REIMBURSABLE ITEM</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td></td>
</tr>
<tr>
<td>WB4050 Construction</td>
<td>$13,650.00</td>
</tr>
<tr>
<td>WB4060 Site Prep, Installation</td>
<td>$52,722.00</td>
</tr>
<tr>
<td>WB4070 JAI</td>
<td>$24,950.00</td>
</tr>
<tr>
<td>WB4080 Telecommunications</td>
<td>$1,820.00</td>
</tr>
<tr>
<td>WB6050 Dismantle/Removal</td>
<td>$7,660.00</td>
</tr>
<tr>
<td><strong>Labor Subtotal</strong></td>
<td><strong>$100,802.00</strong></td>
</tr>
<tr>
<td>Labor Overhead</td>
<td>$15,960.32</td>
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<tr>
<td><strong>Total Labor</strong></td>
<td><strong>$116,762.32</strong></td>
</tr>
<tr>
<td>Non-Labor</td>
<td></td>
</tr>
<tr>
<td>WB4050, WB4060, WB4070, WB4080, WB6050 Travel</td>
<td>$67,772.00</td>
</tr>
<tr>
<td>WB4060, WB4070, WB6050 Non FAA Labor</td>
<td>$47,492.00</td>
</tr>
<tr>
<td><strong>Non-Labor Subtotal</strong></td>
<td><strong>$115,264.00</strong></td>
</tr>
<tr>
<td>Non-Labor Overhead</td>
<td>$9,221.12</td>
</tr>
<tr>
<td><strong>Total Non-Labor</strong></td>
<td><strong>$124,485.12</strong></td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATED COST</strong></td>
<td><strong>$241,247.44</strong></td>
</tr>
</tbody>
</table>

- Phase IV anticipated to be funded no later than December 31, 2020.
Consolidated Estimated Cost for all 4 Phases:

<table>
<thead>
<tr>
<th>DESCRIPTION OF REIMBURSABLE ITEM</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Labor</strong></td>
<td></td>
</tr>
<tr>
<td>WB4010 Program Management</td>
<td>$3,640.00</td>
</tr>
<tr>
<td>WB4020 Engineering</td>
<td>$163,500.00</td>
</tr>
<tr>
<td>WB4030 Environmental and Occupational</td>
<td>$12,210.00</td>
</tr>
<tr>
<td>WB4050 Construction</td>
<td>$13,650.00</td>
</tr>
<tr>
<td>WB4060 Site Prep, Installation</td>
<td>$52,722.00</td>
</tr>
<tr>
<td>WB4070 JAI</td>
<td>$24,950.00</td>
</tr>
<tr>
<td>WB4080 Telecommunications</td>
<td>$1,820.00</td>
</tr>
<tr>
<td>WB4070 Pre, Installation</td>
<td>$52,722.00</td>
</tr>
<tr>
<td><strong>WB4050, WB4060, WB4070, WB4080, WB6050</strong></td>
<td></td>
</tr>
<tr>
<td>WB4050, WB4060, WB4070, WB4080, WB6050</td>
<td>$76,587.00</td>
</tr>
<tr>
<td>Travel</td>
<td></td>
</tr>
<tr>
<td>WB4050, WB4060, WB4070, WB6050 Non FAA Labor</td>
<td>$47,492.00</td>
</tr>
<tr>
<td>WB4060 Supplies</td>
<td>$267,956.00</td>
</tr>
<tr>
<td>WB4080 Services</td>
<td>$45,000.00</td>
</tr>
<tr>
<td><strong>Non-Labor Subtotal</strong></td>
<td>$437,035.00</td>
</tr>
<tr>
<td><strong>Non-Labor Overhead</strong></td>
<td>$34,962.80</td>
</tr>
<tr>
<td><strong>Total Non-Labor</strong></td>
<td>$471,997.80</td>
</tr>
<tr>
<td><strong>Total Labor</strong></td>
<td><strong>$324,509.40</strong></td>
</tr>
<tr>
<td><strong>Labor Subtotal</strong></td>
<td><strong>$280,152.00</strong></td>
</tr>
<tr>
<td><strong>Labor Overhead</strong></td>
<td><strong>$44,357.40</strong></td>
</tr>
<tr>
<td><strong>Total Estimated Cost</strong></td>
<td><strong>$796,507.20</strong></td>
</tr>
</tbody>
</table>

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the estimated cost for each phase of the Agreement.

The Sponsor will send a copy of the executed Agreement and submit full advance payment for each phase in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment for each phase submitted by the Sponsor must be received by the date specified and before the FAA incurs any obligation to implement that particular phase outlined in this Agreement. Upon
completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Phoenix-Mesa Gateway Airport Authority
Attn: Kim Dorney
5835 South Sossaman Road
Mesa, AZ 85212-6014
Phone: (480) 988-7652
Email: kdorney@gatewayairport.com

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA’s actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA’s additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the
Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement
B. The attachments
ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its
behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

FEDERAL AVIATION ADMINISTRATION

SIGNATURE __________________________
NAME Bradley K. Logan
TITLE Contracting Officer
DATE __________________________

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY

SIGNATURE __________________________
NAME J. Brian O’Neill
TITLE Executive Director/CEO
DATE __________________________
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 18, 2020

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

Active/Pending Solicitations

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2020-003-RFP</td>
<td>Terminal Advertising Concessions</td>
<td>April 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2020-016-RFP</td>
<td>Auditor Services</td>
<td>April 2020</td>
</tr>
</tbody>
</table>

Future Solicitations

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Scheduled for Release</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Qualifications</td>
<td>2020-017-RFQ</td>
<td>Air Service Development</td>
<td>February 2020</td>
<td>April 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2020-021-RFP</td>
<td>Motor Vehicle Towing</td>
<td>March 2020</td>
<td>May 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2020-022-RFP</td>
<td>Janitorial Services</td>
<td>March 2020</td>
<td>June 2020</td>
</tr>
</tbody>
</table>

Equipment Disposals

Fiscal year totals from sales of decommissioned / nonworking equipment total $38,117.

If you have any questions about the solicitations or the procurement process, please feel free to contract me at 480-988-7613.
NOTICE AND AGENDA OF MEETING OF THE
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Phoenix-Mesa Gateway Airport Authority and to the public that the Phoenix-Mesa Gateway Airport Authority will hold a meeting open to the public on **Tuesday, March 17, 2020 beginning at 9:00 a.m.** in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. 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 Robert Stone, Chair)
   Members of the Phoenix-Mesa Gateway Airport Authority will attend either in person or by telephone conference call.

2. **Pledge of Allegiance.**

3. **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.

4. **Executive Director’s Report.** - J. Brian O’Neill, A.A.E., Executive Director/CEO

5. **Consent Agenda.**
   a) Minutes of the Board Meeting held on February 18, 2020.

   b) **Resolution No. 20-08** – Authorizing annual changes to the Airport Rules and Regulations.

   c) **Resolution No. 20-09** – Authorizing the filing of grant applications including agreeing to all understandings and assurances contained therein; and, authorizing the acceptance and execution of any Federal Aviation Administration (FAA) or other Federal Agency, State of Arizona, Arizona County or Arizona Local Municipal grant offer(s), applied for or received between July 1, 2020 and June 30, 2021 by the Chair of the Authority, the Executive Director/CEO, Deputy Director/COO or Chief Financial Officer/CFO.

   d) **Resolution No. 20-10** – Authorizing the Executive Director/CEO to sign an easement agreement with Salt River Project (SRP) for an electrical transmission line along the relocated Ellsworth channel.

   e) **Resolution No. 20-11** – Authorizing the purchase of unleaded and diesel fuel from the lowest priced State contract vendor at market prices for Airport Authority use and resale in the amount of $100,000.

   f) **Resolution No. 20-12** – Authorizing an Amendment 4 to the Master Development Agreement with Mesa SkyBridge, LLC for the Gateway Aerospace Park generally located at the southeast corner of Sossaman Road and Velocity Way to modify the outside contingency date with respect to the FONSI. The effective date of this Amendment 4 is March 18, 2020.
g) **Resolution No. 20-13** – Authorizing the purchase from Frequentis USA, Inc. for the installation and integration of smartMET in an amount not-to-exceed $68,000.

Consideration and Possible Approval of:

6. **Resolution No. 20-14** – Adoption of the proposed Operating Budget, Capital Budget, and Member Government Contributions for the fiscal year ending June 30, 2021.

7. **Resolution No. 20-15** – Adoption of the revised Airport Rates and Charges schedule with an effective date of April 1, 2020.

8. Board Member Comments/Announcements.

9. Next Meeting: Tuesday, April 21, 2020 at 9:00 a.m.

10. Adjournment.

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

March 2020
Financial Snapshot

<table>
<thead>
<tr>
<th>OPERATING INCOME</th>
<th>January</th>
<th>Month Variance</th>
<th>FYTD Comparison</th>
<th>FYTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Revenues</td>
<td>$2,096,087</td>
<td>$2,283,624</td>
<td>$187,537</td>
<td>$14,338,879</td>
</tr>
<tr>
<td>Less Expenses</td>
<td>$1,735,420</td>
<td>$1,597,217</td>
<td>($138,203)</td>
<td>$12,059,765</td>
</tr>
<tr>
<td>Operating Income</td>
<td>$360,667</td>
<td>$686,407</td>
<td>$325,740</td>
<td>$2,279,114</td>
</tr>
<tr>
<td>(before depreciation)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Investment Fund Balances: As of January: Local Governmental Investment Pool (LGIP) 700 = $18,850,174; Wells Fargo; Collateralized Money Market = $7,481,392 and Collateralized CD’s = $9,765,469; Total $36,097,035. The month-over-month increase is attributable to investment earnings of $81,051.

Finance and Accounting

Phoenix-Mesa Gateway Airport Authority (PMGAA) is reporting an operating income of $686,407 for January 2020, and a Fiscal-Year-To-Date 2020 (FYTD20) operating income of $2,279,114. Just over the halfway point of Fiscal Year 2020 (FY20), PMGAA’s operating income is $955,247 above the seven-month reporting period last fiscal year, a more than 72% increase in income. Both aeronautical and non-aeronautical revenues are performing ahead of last year.

Grants, PFCs & Procurements

Active/Pending Solicitations

<table>
<thead>
<tr>
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Future Solicitations

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<tr>
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<th>Number</th>
<th>Title</th>
<th>Schedule for Release</th>
<th>Anticipated Contract Award</th>
</tr>
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<td>Request for Proposals</td>
<td>2020-022-RFP</td>
<td>Janitorial Services</td>
<td>March 2020</td>
<td>June 2020</td>
</tr>
</tbody>
</table>
**Airport Operations**

Airline passengers travelling through Phoenix-Mesa Gateway Airport (Airport, Gateway Airport) are benefiting from the Airport’s expanding AVIATORS C.A.R.E. (canines around relaxing everyone) Therapy Dog Program.

Air travel can be a stressful experience and Gateway Airport is finding that a good belly rub, head scratch, or paw-five helps relax and de-stress customers during peak travel periods or unexpected flight delays. The Airport now has eight therapy dogs and trained volunteer handlers roaming the passenger terminal to answer questions and help improve the overall travel experience for all Airport customers. It’s amazing to see what a smiling dog can do when kids are having a meltdown or passengers are visibly anxious about their upcoming flight. Many thanks to all our friendly therapy dog teams. Your generosity and dedication are having a significant, positive impact on Gateway Airport’s air travelers of all ages. Thank You!

**Operations Statistics**

<table>
<thead>
<tr>
<th>PASSENGER COUNTS</th>
<th>January</th>
<th>% Change</th>
<th>FYTD</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Passengers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>145,295</td>
<td>151,362</td>
<td>4%</td>
<td>878,214</td>
</tr>
<tr>
<td>Deplaned</td>
<td>75,804</td>
<td>78,351</td>
<td>3%</td>
<td>449,769</td>
</tr>
<tr>
<td>Enplaned</td>
<td>69,491</td>
<td>73,011</td>
<td>5%</td>
<td>428,445</td>
</tr>
<tr>
<td>Allegiant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled</td>
<td>137,400</td>
<td>143,553</td>
<td>4%</td>
<td>860,340</td>
</tr>
<tr>
<td>Charter</td>
<td>0</td>
<td>123</td>
<td>100%</td>
<td>151</td>
</tr>
<tr>
<td>WestJet</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled</td>
<td>2,020</td>
<td>1,874</td>
<td>-7%</td>
<td>5,540</td>
</tr>
<tr>
<td>Swoop</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled</td>
<td>1,787</td>
<td>5,935</td>
<td>232%</td>
<td>5,525</td>
</tr>
<tr>
<td>Elite</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charter</td>
<td>58</td>
<td>0</td>
<td>-100%</td>
<td>623</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATIONS</th>
<th>January</th>
<th>% Change</th>
<th>FYTD</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Carrier</td>
<td>1,125</td>
<td>1,163</td>
<td>3%</td>
<td>6,894</td>
</tr>
<tr>
<td>Military</td>
<td>180</td>
<td>424</td>
<td>136%</td>
<td>2,661</td>
</tr>
<tr>
<td>General Aviation</td>
<td>17,563</td>
<td>21,415</td>
<td>22%</td>
<td>151,029</td>
</tr>
<tr>
<td>TOTAL</td>
<td>18,868</td>
<td>23,002</td>
<td>22%</td>
<td>160,584</td>
</tr>
</tbody>
</table>
Engineering & Facilities

Great News! Gateway Airport has received notice that the Federal Aviation Administration (FAA) has awarded the Airport the first of two federal grants totaling $25 MM to construct a new air traffic control tower (Tower). The Airport’s existing Tower is fifty years old and is too short and too small to efficiently handle current and future activity levels. The much-needed project is scheduled to begin this September.

PMGAA would like to thank the FAA, the entire Arizona Congressional Delegation, the Arizona Department of Transportation (ADOT), and our Member Communities for their perseverance in securing the necessary federal funding. The new Tower will be 55% taller and its controller cab 100% larger than the current air traffic control facility.

Community Noise Report

PMGAA received aircraft noise calls from 27 area residents during January 2020, compared to nine callers contacting the Airport last January. The recent increase in community noise calls is a direct result of the closure of Runway 30L-12R for an ongoing taxiway construction project. This runway closure precipitated temporary arrival and departure flight path modifications that dispersed aircraft activity over several neighborhoods that don’t typically experience overflight activity. PMGAA appreciates the patience and understanding of area residents during this important airfield construction. The closed runway is scheduled to reopen at the beginning of April and flight activity will resume normal operations.

<table>
<thead>
<tr>
<th>CALLERS</th>
<th>January</th>
<th>FYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Total</td>
<td>9</td>
<td>27</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AIRCRAFT TYPE</th>
<th>January</th>
<th>FYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td></td>
<td>Callers</td>
<td>Callers</td>
</tr>
<tr>
<td>Commercial</td>
<td>6</td>
<td>22</td>
</tr>
<tr>
<td>GA Total</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Helicopter</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Military</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Total</td>
<td>9</td>
<td>27</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>January</th>
<th>FYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Mesa</td>
<td>4</td>
<td>14</td>
</tr>
<tr>
<td>Gilbert</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>Gold Canyon</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Queen Creek</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Queen Valley</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>San Tan Valley</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Apache Junction</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>9</td>
<td>27</td>
</tr>
</tbody>
</table>
Gateway Aviation Services

During the month of January 2020, the Gateway Aviation Services team pumped over 1.8 million gallons of aviation fuel. This increase is mainly due to the additional destinations and frequencies for Allegiant flights and the return of Canadian airlines WestJet and Swoop.

<table>
<thead>
<tr>
<th>FUEL (Gallons)</th>
<th>January FY19</th>
<th>January FY20</th>
<th>% Change</th>
<th>FYTD FY19</th>
<th>FYTD FY20</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail (Jet)</td>
<td>54,999</td>
<td>36,939</td>
<td>-33%</td>
<td>353,458</td>
<td>303,138</td>
<td>-14%</td>
</tr>
<tr>
<td>AvGas</td>
<td>57,796</td>
<td>67,588</td>
<td>17%</td>
<td>365,091</td>
<td>417,398</td>
<td>14%</td>
</tr>
<tr>
<td>Contract</td>
<td>290,084</td>
<td>379,441</td>
<td>31%</td>
<td>2,157,315</td>
<td>2,425,396</td>
<td>12%</td>
</tr>
<tr>
<td>Commercial</td>
<td>1,116,359</td>
<td>1,359,986</td>
<td>22%</td>
<td>6,372,724</td>
<td>7,782,222</td>
<td>22%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,519,238</td>
<td>1,843,954</td>
<td>21%</td>
<td>9,248,588</td>
<td>10,928,154</td>
<td>18%</td>
</tr>
</tbody>
</table>

Business Development

On Tuesday, February 18, 2020, Aviation Performance Solutions (APS), a global leader in upset prevention and recovery training, broke ground on their new 65,000 SF hangar and corporate headquarters facility. The project groundbreaking event was well attended, with local elected officials, PMGAA representatives, project contractors, and company employees in attendance to celebrate this historic day.

APS is a long-time tenant of Gateway Airport and PMGAA is excited about and appreciative of their continued investment in the Airport and the Phoenix East Valley. APS is one of several private development projects currently underway at the Airport.
Work continues on the new O.H.S.O. Brewery being constructed adjacent to the outside courtyard between Gates 7 and 8 in the passenger terminal. The new concession, made possible by a $2 MM investment by the PMGAA Board, will be open for business by the middle of March. O.H.S.O. is one of several new brand name food and beverage concessions being developed at Gateway Airport. Starbucks is now open in the terminal’s baggage claim area, and Panera Bread, Macayo’s Mexican Food, and Infusion Coffee & Tea will open later in 2020.

The new concession program was developed to better serve the almost-two million (and growing) customers and guests visiting Gateway Airport each year. The terminal’s numerous retail shops are also undergoing renovations and being re-branded with new themes and additional product offerings.

**Marketing and Community Relations**

On Wednesday, February 26, 2020, Gateway Airport held an Aviation Career Education Day for 750 fifth grade students, teachers, and chaperones from the Higley Unified School District. The program included a large static aircraft display, military jet flyovers, and several speakers who shared career experiences and the educational requirements necessary for various aviation jobs. PMGAA would like to thank the military groups that generously donated aircraft and personnel for the event.

Congratulations and “thank you” to PMGAA Community Relations Manager Brian Sexton and the team of volunteers that worked so hard coordinating this worthwhile educational event. Job well done!
A public meeting of the Phoenix-Mesa Gateway Airport Authority (PMGAA) was convened on Tuesday, February 18, 2020, 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 Robert Stone, Gila River Indian Community (via telephone)
Mayor Gail Barney, Queen Creek
Councilwoman Thelda Williams, Phoenix
Mayor John Giles, Mesa
Councilmember Jordan Ray, Gilbert
Mayor Jeff Serdy, Apache Junction

* Neither present nor represented

Airport Staff Present

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

Guests Present

Perry Koon, Koon-Boen, Inc.
Tanya Dang, Paradies Lagardere
Destry Jacobs, Phoenix Sky Harbor
Sarah Moratto, Phoenix Sky Harbor
Rex Ginder, UND Aerospace
Warde Nichols, ASU
Scott Sauve, Gilbert
Brian Howard, CEI
Lori Collins, City of Mesa

1. **Call to Order** at 9:02 a.m. (Mayor Gail Barney on behalf of Lt. Governor Robert Stone who attended via telephone)

2. **Pledge of Allegiance.**

3. **Call to the Public.**

   There were no public comments.

4. **Executive Director’s Report.** - J. Brian O’Neill, A.A.E., Executive Director/CEO

   Executive Director O’Neill provided a briefing on PMGAA financial performance, passenger activity, the community noise report, and various Airport projects. Fiscal Year-to-Date (FYTD) Net Operating Income is $1,595,541.

   - Calendar Year 2019 Operational Metrics are positive and speak to the progress that PMGAA has made as it continues to evolve into a thriving regional Airport. Commercial Passenger numbers in 2019 represented a 16% increase over last year. Aircraft Operations decreased by 3% due to the use of only two runways during the Taxiway Kilo Reconstruction. Phase III will conclude the project in...
May 2020. All other categories maintain a steady growth. Mayor Serdy inquired about the military aircraft parked here today. Executive Director O’Neill stated the efficiency of our Airport, the first-class service received from our Gateway Aviation Services Team, and the nice weather attracts an increased number of transient military operations this time of year.

- The walls are now up on the 53,000 SF flex industrial building and the earthwork is being completed on the 82,500-hangar within SkyBridge Arizona. SkyBridge Arizona representatives continue to work with the FAA on the environmental approvals for the remaining 350-acres within the master development project. National e-commerce retailers will soon begin to clear packages using the joint inspection program between U.S. and Mexican Customs at Gateway Airport. The air cargo will be cleared and securely delivered to Sky Harbor and placed on the daily nonstop flight to Mexico City. The goal is to build enough e-commerce demand to sustain direct flights from Gateway Airport.

- There are numerous private development projects currently underway at the Airport. Aviation Performance Solutions (APS) will hold a ground-breaking ceremony today on a 65,000 SF office/hangar complex that will house the company’s headquarters. Lots 11-14 are currently under design review. Construction has started on the 55,000 SF hangar for Aerocircular at the south end of the airfield.

- Allegiant is contemplating the development of a 20,000 SF maintenance facility at Gateway Airport.

- PMGAA has begun a year-long campaign in advance of the looming deadline to help educate Arizona residents on the importance of getting a Real ID-compliant driver’s license. On October 1, 2020, a Real ID/Arizona Travel ID compliant driver’s license or a valid passport will be required to travel by air within the United States. PMGAA Board Member and Phoenix Councilwoman Thelda Williams commented on the ease of getting her Real ID-compliant driver’s license through a third-party provider.

- The Taxiway Kilo Reconstruction Project is currently underway. This important airfield infrastructure project will realign the taxiway to meet current FAA standards. PMGAA appreciates the significant discretionary grant it received from the FAA to allow for completion of this project. Phase II is expected to be completed by the end of March and Runway 30L-12R, which has been closed since late last year, will reopen again and the air traffic pattern returned to normal operations. PMGAA would like to thank the local communities for their support and patience during construction.

- Great News! PMGAA received notification from the U.S. Department of Transportation and the Federal Aviation Administration (FAA) of a $10 MM Airport Improvement Program (AIP) Discretionary Grant for construction of a new air traffic control tower (ATCT) at Gateway Airport. This is the first of two grant awards that total $25 MM. Executive Director O’Neill thanked Mayor Giles, Mayor Barney, the PMGAA Board of Directors, and the entire Arizona Congressional Delegation for their efforts to secure the much-needed Federal funding. Mayor Giles congratulated PMGAA staff for their efforts as well.

- The earthwork for the relocation of the Ellsworth Channel has begun. This project will allow for the contiguous development of 700-acres located on the east side of Gateway Airport.
- Terminal concession construction continues with the anticipated opening of O.H.S.O. Brewery, Macayo’s Mexican Cantina, Infusion Coffee and Tea, and Panera Bread. These additional concessions will join the new Starbucks now open in the baggage claim area of the passenger terminal and will provide a higher level of customer service for the growing number of passengers at the Airport.

- The Passenger Terminal Roadway Paving Project is complete. The new roadway looks great and the new pavement markings help control traffic in front of the terminal.

5. Presentations.

a) Strategic Business Plan. – J. Brian O’Neill, Executive Director / CEO

- The PMGAA Strategic Business Plan developed in 2017 included seven strategic organizational goals identified by the PMGAA Board of Directors: 1) increase air service; 2) maintain a high level of community support; 3) strengthen financial sustainability; 4) invest in people and operational assets; 5) attract commercial development; 6) plan, build, and maintain infrastructure; and 7) promote regional tourism. PMGAA staff is updating the Strategic Business Plan and Executive Director O’Neill asked the Board of Directors to reaffirm the validity of the seven strategic goals driving the organization. The Board affirmed the existing goals as still relevant in today’s environment. Future steps in the plan update process include work at the director level to identify objectives to address each goal, creation of tactical plans at the department level, and development of specific performance measures to evaluate the plan’s continued success. The 2020 Strategic Business Plan Update will be presented to the PMGAA Board at their June or July meeting.

b) FY21 Budget. – Chuck Odom, Chief Financial Officer

- Mr. Odom provided a conceptual budget for the Board’s review with plans to return on March 17th for adoption of the FY21 Budget and Capital Budget.

6. Consent Agenda

a) Minutes of the Board Meeting held on December 17, 2019.

b) Resolution No. 20-01 To appoint Misty Johnson as Clerk of the Board of Directors.

c) Resolution No. 20-02 Authorizing the procurement of desktop computers and servers from Dell Marketing, L.P. (Dell) in an amount not-to-exceed $66,000.


e) Resolution No. 20-04 Authorizing a contract with Premier Engineering Corporation for Quality Assurance testing Services for the Ellsworth Channel Relocation Construction for a total cost not-to-exceed $94,338 under CIP 950.
f) **Resolution No. 20-05** Authorizing a land lease with *IWA Holdings, LLC* for lot 21A, consisting of approximately 1.3 acres. The lease term is twenty-nine (29) years and three (3) months, commencing on March 1, 2020, payable at a monthly rate of $2,621.96.

g) **Resolution No. 20-06** Authorizing a ground transportation license agreement with *AAA Cab Service, Inc.* for taxicab service at the Charles L. Williams Passenger Terminal.

    Councilwoman Thelda Williams moved to approve the Consent Agenda
    Mayor Jeff Serdy seconded the motion.
    The motion was carried unanimously.

**Consideration and Possible Approval of:**

7. **Resolution No. 20-07** Authorizing entering into a Reimbursable Agreement with the *Federal Aviation Administration (FAA)* for design review, equipment and construction administration for the new Air Traffic Control Tower (ATCT) and funding up to $796,507.20 with $217,267.28 paid in FY20 for Phases I and II. Remaining payments will occur in FY21 for Phases III and IV.

    Councilwoman Thelda Williams moved to approve Resolution No. 20-07
    Councilmember Jordan Ray seconded the motion.
    The motion was carried unanimously.

8. **Board Member Comments/Announcements.**

    Councilwoman Williams congratulated Executive Director O’Neill and staff on the growth and accomplishments achieved in the twelve, short years since she joined the Board. Chairman Stone echoed her sentiments.

9. **Next Meeting: Tuesday, March 17, 2020** at 8:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona.

10. **Adjournment.**
    The meeting adjourned at 9:46 a.m.

Dated this _____ day of __________ 2020.

__________________________
Misty Johnson, Clerk of the Board
Board Action Item

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Annual Review: Rules & Regulations
Date: March 17, 2020

Proposed Motion
To approve annual changes to the “Airport Rules and Regulations”.

Narrative
The “Airport Rules and Regulations” is reviewed annually to ensure consistency and effectiveness and to keep our organization up to date with industry best practices.

Pending approval, the “Airport Rules and Regulations” revisions are summarized as follows:

1. Chapter 4 - Vehicle Operations, section 4.9 revision of Parking section, i.
   
   Original:
   “Privately owned vehicles are not authorized to park within the Airport Restricted Area unless prior approval has been obtained from Airport Operations.”
   
   Revision:
   “Privately owned vehicles are not authorized to park within the Airport Restricted Area unless prior approval has been obtained from Airport Operations, through the issuance of a PMGAA issued Vehicle Identification Permit. Such permit shall be displayed at all times, in a conspicuous location.”
   
The revised “Airport Rules and Regulations” was posted and available to view on our www.gatewayairport.com website and a letter was sent to our tenants on February 12, 2020 notifying them of our proposed revisions and to allow our tenants and other users of Phoenix-Mesa Gateway Airport a 30-day review and comment period. That period concluded on March 13, 2020.

Attachment(s)
Revised “Airport Rules and Regulations”
RESOLUTION NO. 20-08

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

WHEREAS the Authority desires to amend the Airport Rules and Regulations;

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

The Board of Directors of the Authority hereby authorizes amendments to the Airport Rules and Regulations. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 17th day of March, 2020.

Robert Stone, Chair

ATTEST:  
Misty Johnson, Clerk of the Board

APPROVED AS TO FORM:

Jill Casson Owen, Attorney
Airport Rules and Regulations 2019
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CHAPTER 1: PURPOSE, SCOPE & AUTHORITY

1.1 Purpose and Scope

These Rules and Regulations have been adopted and approved by resolution of the Phoenix-Mesa Gateway Airport Authority (PMGAA) and apply to the geographical property known as Phoenix-Mesa Gateway Airport. The provisions of this document are intended for the safe, orderly and efficient operation of Phoenix-Mesa Gateway Airport, hereafter referred to as “Airport”.

1.2 Authority

On May 19, 1994, the City of Mesa, Towns of Queen Creek and Gilbert created the Williams Gateway Airport Authority, later renamed the Phoenix-Mesa Gateway Airport Authority (“PMGAA”), a Joint Powers Airport Authority, pursuant to Arizona Revised Statutes (A.R.S) Title 11, Chapter 7, Article 3 and Title 28, Chapter 25, Article 8. The Gila River Indian Community, City of Phoenix, and City of Apache Junction joined the Airport Authority in 1995, 2006 and 2013 respectively. PMGAA was formed to develop, reuse, operate, and maintain the Airport property and facilities at the former Williams Air Force Base.

With the August 1995 Record of Decision, the U.S. Air Force confirmed that PMGAA would receive, at no cost, nearly 3,000 acres of land, with three runways (10,400-foot, 10,200-foot, and 9,300-foot), 120 buildings or facilities (such as navigation aids), and the improvements thereon. A long-term lease with the U.S. Air Force was executed on January 16, 1996. Fee conveyance for the majority of the property occurred on April 29, 1998. Through the Joint Powers Airport Authority legislation and subsequent property conveyance, PMGAA is entitled to adopt and enforce these Rules and Regulations governing the safe operation of activities on the Airport.

The Rules and Regulations, Airport Minimum Standards and Airport Rates and Charges are all part of the Airport’s governing documents. The administration of the terms of each of the documents independently and as a whole, shall be under the authority, responsibility, administration and control of the Executive Director/CEO or designee.

1.3 Compliance

All persons on any part of the property comprising the Airport shall be governed by these Rules and Regulations and by other directives of the Executive Director/CEO or designee relative to the use or occupation of any part of the property comprising the Airport. Permission granted to any person by the Executive Director/CEO directly or indirectly,
expressed or implied, to enter upon or use the Airport or any part thereof is conditioned upon compliance with these Rules and Regulations. Entry upon or onto the Airport by any person shall be deemed to constitute an agreement by such person to comply with such Rules and Regulations.

1.4 Enforcement

a. The Executive Director/CEO is empowered to enforce these Rules and Regulations through Airport staff and the City of Mesa Police Department. All persons in the Airport shall respond to directives issued by Airport Operations personnel, under the direction of the Executive Director/CEO, relative to the enforcement of these Rules and Regulations. Violations of Rules and Regulations may result in a written Notice of Violation (NOV) issued by Airport Operations personnel.

b. The Executive Director/CEO or designee may remove or evict from the Airport premises any person who knowingly, willfully or recklessly violates any rule or regulation prescribed herein, or any rule or regulation in effect by the federal government or the State of Arizona, and may deny use of the Airport and its facilities to any such person if it is determined that such denial is in the public interest, notwithstanding any contractual arrangements.

c. If any provision of these Rules and Regulations is held to be invalid, the remainder of these Rules and Regulations shall remain in full force and effect. Future amendments, additions, deletions or corrections to these Rules and Regulations will be incorporated into the document as required and as directed by PMGAA.

d. Any person who feels these Rules and Regulations have been unjustly applied or enforced shall comply with the directives of PMGAA until such matter is resolved. Concerns regarding any enforcement practice shall be submitted in writing to the Executive Director/CEO within seven (7) days of the date of occurrence along with a description of the situation, the actions taken by Airport staff, and the desired resolution.

1.5 Variance

a. Any variance of the literal requirements of these Rules and Regulations may be granted by the Executive Director/CEO when strict enforcement is impractical, results in unnecessary hardship, or is contrary to the safety of flight operations. The granted variance shall result in substantial justice and is in accordance with the spirit of the Rules and Regulations.
b. When an emergency exists at the Airport, the Executive Director/CEO or designee is empowered to issue directives and take such action as necessary to protect people, property and assets and promote the safe operation of the Airport. Such directives and actions of the Executive Director/CEO or designee have the power of regulation as long as the emergency exists.

c. PMGAA reserves the right to revoke, cancel or change any and all of these Rules and Regulations at any regular or special Board of Directors (Board) meeting with notification as required under A.R.S. All changes issued from time to time shall be considered as addenda to these Rules and Regulations. Future amendments, additions, deletions or corrections to these Rules and Regulations will be incorporated into the document as required and as directed by PMGAA.

1.6 Adoption of Federal and Local Regulations

a. Title 14, Code of Federal Regulations (CFR) (Federal Aviation Regulations), Title 49, CFR (Transportation Security Administration Regulations), Title 40, CFR (Federal Environmental Regulations), Title 21, CFR (Food and Drug Administration), A.R.S Title 28 (Transportation), A.R.S Title 49 (Environment), Maricopa County Air Pollution Control Regulations, City of Mesa Fire Code, and other compliance documents required by Federal, State, or local government, whether presently or hereafter effective, are hereby referred to, adopted, and made part of these Rules and Regulations as though fully set forth and incorporated herein, as each may be amended from time to time.

b. Federal, State or local laws or ordinances, in the event of any conflict, supersede PMGAA Rules and Regulations.

c. The Rules and Regulations shall in no way supersede or abrogate regulations set forth in Federal Aviation Administration (FAA) Federal Aviation Regulation (FAR) Part 139, Certification and Operation of Airports, nor TSA Part 1542, Airport Security, as established and approved for PMGAA.

1.7 Waiver of Liability

Any permission granted by the Executive Director/CEO to use the Airport and its facilities, or to fly to, from, or over the same shall be at all times conditioned upon the assumption of full responsibility and risk associated therewith. It shall be a further condition thereof that each person, as consideration of the use of the Airport and its facilities, shall at all times indemnify PMGAA, the Board, the Executive Director/CEO, and employees from and against any and all liability, responsibility, loss or damage, resulting to any such person or
caused by or on his behalf, and incident to the manner in which the Airport is operated, constructed or maintained, or served from within or without, or used from without. The use of the Airport by any person for any purpose, or the paying of fees thereof for the taking off or landing aircraft therein shall be itself an acknowledgment that such person accepts such privileges on the conditions herein set forth.
CHAPTER 2: GENERAL RULES AND REGULATIONS

2.1 Abandonment of Property

No person shall abandon any personal property at the Airport. If not claimed by the owner within seven (7) days, such articles will be handled in accordance with A.R.S. §44-301 et seq., as applicable.

2.2 Accident Reporting

Accidents resulting in damage to property, injury requiring professional medical treatment, or interference with normal operations must be reported to Airport Operations as soon as possible after the occurrence.

2.3 Advertisements & Printed Materials

Advertisements and other printed materials shall not be posted, distributed, displayed, or circulated at the Airport without the express written consent of the Executive Director/CEO, unless posted in areas specifically authorized for advertisements. The authorization may include time constraints as well as limiting the number of persons distributing the printed materials.

2.4 Alcohol

No person shall drink any intoxicating liquor upon any portion of the Airport open to the public, except in such restaurant or other place as shall be properly designated and licensed for on-sale liquor dispensing.

2.5 Animals

a. Animals other than those required for American with Disabilities Act (ADA) assistance or law enforcement dogs, are not allowed within the Airport Restricted Area unless being transferred or shipped, and/or under the control of their owner or handler by leash, harness, restraining strap, or cage. Leashes, harnesses, and straps shall not exceed six (6) feet.

b. No person shall enter any public building with any animal, except animals required for assistance or when such animals are leashed or containerized for air shipment.

c. Owners or handlers are responsible for the immediate removal and disposal of animal waste.

d. No person shall feed or engage in any other act to encourage the congregation of birds or other animals on the Airport.
2.6 **Bicycles, Rollerblading and Skateboarding**

a. Bicycles within the Airport Restricted Area shall only be operated by Airport or tenant employees in the performance of their duties and shall not be operated within 50 feet of an aircraft under power.

b. Bicycle operators within the Airport Restricted Area must conform to all posted and non-posted rules and regulations regarding the use of vehicles.

c. Skateboarding and rollerblading are not permitted within the Airport Restricted Area.

2.7 **Commercial Activity**

Commercial activity of any kind requires the express written permission of the Executive Director/CEO through a specifically authorized lease, sublease, operating agreement, license, permit or written temporary permission and the payment of fees, as required.

2.8 **Commercial Photography**

a. No person shall take a still, motion, or sound picture on the Airport for commercial purposes without the permission of the Executive Director/CEO or designee and the payment of fees, as required. The Executive Director/CEO may allow any of the following to take pictures on the Airport for commercial purposes:

1. Professional photographers and motion picture cameramen photographing events on the Airport as representatives of bona fide news organizations.

2. Professional photographers and motion picture cameramen photographing events at the Airport for non-profit exhibition, to stimulate interest in air commerce or travel, or for non-profit educational purposes.

3. Professional photographers photographing scenes on the Airport for general artistic purposes.

4. Aviation photographers photographing aircraft in public or designated areas.

b. No person shall take a still, motion, or sound picture in any area exclusively leased to an Airport tenant without the permission of the tenant and coordination with the Executive Director/CEO’s Office.

c. Any approved activity within the Airport Restricted Area shall have proper escort.
2.9 Fees

Fees, rates and charges shall be established, scheduled and published from time to time, by PMGAA and where applicable, paid to PMGAA by users of the Airport.

2.10 Hunting

Hunting on the Airport is prohibited, with the exception of wildlife control measures undertaken to further aviation safety in accordance with the Airport’s approved wildlife management plan.

2.11 Lost and Found Articles

Lost and found articles shall be deposited with Airport Operations. Such articles will be handled in accordance with A.R.S. Title 44, Chapter 3, Section 1.

2.12 Obstruction

No person, except law enforcement officers, firefighting personnel, TSA, FAA and PMGAA personnel may intentionally obstruct, delay, physically disturb or interfere with the free movement of any other person on the public areas of the Airport, unless doing so in accordance with the Airport’s security challenge procedures.

2.13 Overnight Camping

Overnight camping on the Airport is prohibited unless authorized by the Executive Director/CEO or designee.

2.14 Permits

Permits and licenses authorizing certain activities on the Airport shall be issued and revoked at the discretion of the Executive Director/CEO.

2.15 Preservation of Property

a. No person shall destroy or cause to be destroyed, injure, damage, deface, or disturb in any way, property of any nature located on the Airport. Any person causing or responsible for such injury, destruction, damage or disturbance shall report such damage to Airport Operations and shall reimburse PMGAA the full amount of repair or replacement of the property.

b. No person shall take or use any aircraft, aircraft parts, instruments, or tools owned, controlled, or operated by any person while on the Airport or within its hangars, except with the written consent of the owner or operator thereof.
2.16 Public Demonstrations

Public demonstration, such as picketing and other peaceful action, is permitted on Airport property provided the sponsor obtains written permission from the Executive Director/CEO or authorized designee and complies with all PMGAA Rules and Regulations, with emphasis to Sections 2.12 Obstruction and 2.22 Use of Public Airport Facilities.

2.17 Signage

Signage standards are established by PMGAA in compliance with the City of Mesa Sign Code.

a. No sign, advertisement or notice shall be displayed on the outside of any structure on the Airport or on Airport property unless authorized under the Airport Design Guidelines.

b. Roadway and directional signage shall be in compliance with City of Mesa traffic control, and no roadway signage shall be displayed unless authorized by the Executive Director/CEO.

c. No person shall display solicitations, advertising, or other signs on the Airport property, including the property within the roadway easements, without the authorization of the Executive Director/CEO.

2.18 Solicitation

No person shall solicit funds or other items to the public on the Airport without the express written approval of the Executive Director/CEO.

2.19 Smoking

In accordance with the Smoke-Free Arizona Act and Mesa City Code, Title 6, Chapter 11, smoking is not permitted: 1) in any public place, including any workplace; 2) at or within 20 feet from building entrances; 3) in designated ‘no smoking’ areas posted as such by PMGAA; or 4) at other locations through which public movement can be anticipated. In addition, PMGAA has designated aircraft parking ramps as smoke-free.

2.20 Storage of Equipment or Property

Storage of equipment or property not used for aviation or other approved operations or activity on the Airport is prohibited unless specifically provided for by lease or other contractual agreement. This includes recreational vehicles (boats, motor homes, personal
watercraft, etc.) and other motor vehicles not specifically used for the authorized operation.

2.21 Tampering with Aircraft

No person shall interfere or tamper with any aircraft or put in motion the engine of such aircraft, or use any aircraft, aircraft parts, instruments or tools, without permission of the owner or specific direction of the Executive Director/CEO or designee.

2.22 Use of Public Airport Facilities

No person(s), firm(s), association(s), or corporation(s) shall sponsor, hold, permit or otherwise carry on any activity that would impact the operation of the Airport without first obtaining written permission from the Executive Director/CEO and complying with all the terms and conditions of such authorization. In the event approval is given, written evidence of insurance covering all injury, damages, or claims that might result from such activities shall be submitted to the Airport.
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CHAPTER 3: AIRCRAFT OPERATIONS

3.1 Accidents & Disabled Aircraft

a. Persons involved in aircraft accidents or incidents on the Airport shall make a full report thereof to the Air Traffic Control staff or Airport Operations as soon as practical. The pilot or operator involved in an accident causing personal injury or property damage may be requested to make a written report concerning said accident.

b. Access to aircraft accident and incident scenes shall be controlled by a designated Incident Commander. Persons are not authorized to enter an accident or incident scene without the permission of the Incident Commander.

c. The pilot, aircraft owner, lessee, or operator is responsible for the prompt removal of the disabled aircraft or parts thereof as directed by the Executive Director/CEO, subject to accident investigation requirements. The Executive Director/CEO or designee is authorized to remove or relocate a disabled aircraft from any location on the Airport at the expense of the owner/operator.

3.2 Aircraft/Airport Operations during Hours of Tower Closure

After the published hours of the Air Traffic Control Tower, all aircraft/vehicles operating within the Air Operations Area (AOA) must broadcast their intentions on the Common Traffic Advisory Frequency (CTAF) in accordance with suggested procedures published in the Airman’s Information Manual, Federal Aviation Regulations, and FAA Advisory Circulars.

3.3 Airport Closures and Restrictions

In the event that the Executive Director/CEO believes that the conditions of the Airport or any part thereof are unsafe for landings and take-offs, it shall be within their authority to close or restrict all or part of the Airport and issue a Notice to Airmen (NOTAM) indicating so.

3.4 Based Aircraft Registration

The owner and/or operator of aircraft based on the Airport’s ramp area shall execute a written agreement with PMGAA stating, among other things, the based aircraft status, aircraft identification, and compliance with aircraft parking fees. Aircraft based at the Airport but within a tenant’s leasehold shall be reported by the tenant quarterly or upon request by the Executive Director/CEO.
3.5 Engine Run-ups
   a. Aircraft engine run-ups above ground idle shall only be conducted at the engine run-up areas adjacent to each runway end or within those areas designated by the Executive Director/CEO or designee.
   b. No aircraft engine shall be started or run unless a qualified, certificated pilot or mechanic is attending the aircraft controls.
   c. Aircraft engine run-ups shall not be conducted in such positions that the path of the propeller wash or jet blast may endanger persons, structures, or property.
   d. Aircraft engine maintenance run-ups are not authorized between the hours of 2000 (8:00 pm) and 0800 (8:00 am) unless: 1) they are conducted with Airport approved sound suppression devices; or 2) are performed in conjunction with an air ambulance flight; or 3) are coordinated with Airport Operations prior to commencement.

3.6 Flight Demonstrations
   a. Demonstrations, including test flights or ground demonstrations other than standard maintenance test flights shall not be conducted on the Airport without the express written consent of the Executive Director/CEO.
   b. PMGAA specifically reserves the right to temporarily restrict or control activities within aircraft operating areas and public areas of the Airport for purposes of aerial and ground demonstrations or for any other public purpose.

3.7 Fly Friendly Procedures
   Aircraft operators shall, whenever possible, use procedures and flight patterns that help mitigate aircraft noise. PMGAA supports the use of the National Business Aircraft Association (NBAA) and Aircraft Owners and Pilots Association (AOPA) noise abatement procedures. The Airport’s published Fly Friendly procedures are described in Appendix B.

3.8 General Operating Rules
   a. No aircraft shall be operated on the Airport if such aircraft is constructed, equipped or loaded as to endanger persons or property.
   b. No aircraft shall be operated on the Airport in a careless or negligent manner, in disregard of the rights and safety of others, without due caution, or at a speed or manner that is likely to endanger persons or property.
c. No aircraft shall be operated on the Airport while the pilot, or other persons aboard controlling any part of the operation, is under the influence of intoxicating liquor or any narcotic drug.

d. Taxiways, apron, or ramp areas shall not be used for take-offs and landings of any type aircraft without the appropriate clearance from the Air Traffic Control Tower, whenever the Tower is in operation. Aircraft operating during the hours the Tower is not operating shall comply with appropriate FAA regulations and Advisory Circulars.

e. No aircraft engine shall be operated inside any aircraft hangar or within 25 feet of any opening to a hangar or a building.

3.9 Helicopters

Helicopters shall not be operated with rotors turning unless there is a clear area of at least 25 feet in all directions from the outer tips of the rotor, unless being fueled under established procedures.

3.10 Instructor and Student Responsibilities

Flight instructors shall fully acquaint their students with these Rules and Regulations and shall be responsible for the conduct of the students under their direction during dual instruction. When a student is solo, it shall be the sole responsibility of the student to observe and abide by these rules.

3.11 Parking of Aircraft

a. Aircraft parking shall be restricted to approved parking areas designated by Airport Operations and Maintenance and/or Gateway Aviation Services Director or completely within an exclusive leasehold area with the permission of the leasehold tenant.

b. No aircraft shall be parked or staged within marked service roads, or fire lanes, or in a manner as to interfere with taxiing aircraft, or in a manner that blocks free movement of aircraft or emergency vehicles or hinders access to any building or structure.

c. Aircraft parked or stored in unauthorized areas or which present an operational or safety problem to any area of the Airport may be towed or relocated to other Airport areas at the discretion of the Executive Director/CEO or designee and at the operator’s expense.
d. Derelict or non-flyable aircraft shall not be stored on the Airport’s parking ramp or on property that has not been specifically leased or designated by the Executive Director/CEO for such purpose.

3.12 Refusal of Clearance

The Executive Director/CEO or designee may delay or restrict any flights or the conduct of other aviation-related operations at the Airport and may notify Air Traffic Control to refuse take-off clearance to any aircraft for any reason the Executive Director/CEO or designee reasonably believes is in the best interest of the public or essential to the safe operation of the Airport.

3.13 Specialized Aeronautical Activities

Hot air balloon operations, ultra-light aircraft operations, and parachute drops mixing with commercial, military, and other jet activities can create a hazardous environment. Such specialized activities require prior written approval from the Executive Director/CEO.

3.14 Taxiing or Towing of Aircraft

a. No person shall taxi an aircraft into or out of an enclosed hangar under its own power.

b. All aircraft taxiing or under tow on any part of the ramp, apron, or taxiways shall proceed with aircraft position lights on at night and during periods of low visibility.

c. When the Air Traffic Control Tower is in operation, aircraft shall not be taxied, towed, or otherwise moved on any part of the movement area until specifically cleared to do so.

d. No aircraft shall be taxied, or engines operated at the Airport where the exhaust or propeller blast may cause injury to persons or damage property. If it is impossible to taxi such aircraft in compliance with the above, then the engine must be shut off and the aircraft towed to the desired destination.

3.15 Washing and Maintenance

a. Washing and maintenance of aircraft or other Airport related equipment shall only be conducted in accordance with environmental regulations and at approved wash racks or other areas designated by the Executive Director/CEO, or within specific tenant areas where such activity is permitted under lease or agreement.
b. Aircraft maintenance other than minor maintenance is prohibited on the ramp areas unless specifically authorized by Airport Operations or the Airport Duty Manager.

3.16 Weight Bearing Capacities

Aircraft exceeding the published weight bearing capacity of any runway, taxiway, or apron area are prohibited from operating on those areas without the express written approval of the Executive Director/CEO.

3.17 Deicing

a. Air Carriers must submit a Deice Plan by November 1st of each year.

b. Air Carriers using deicing and anti-icing chemicals must be in accordance with the Storm Water Pollution Prevention Plan and their Deice plan.
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CHAPTER 4: VEHICLE OPERATIONS

4.1 City of Mesa Traffic Ordinances

City of Mesa traffic ordinances shall apply to all public roadways on the Airport and are enforced through the City of Mesa.

4.2 Emergency Right-of-Way

Upon the approach of a police, ambulance, fire department, Airport or other emergency vehicle giving an audible or visual signal that it is on an emergency call, each person operating another vehicle on any road on the Airport shall immediately drive his vehicle parallel with, and as near as possible to, the right hand edge of the road, clear of all intersections, and stay there until the emergency vehicle has stopped or passes, unless otherwise directed by an emergency service worker.

4.3 Endangerment

No person shall operate a vehicle on the Airport that is constructed, equipped, or loaded in such a physical or mechanical condition as to endanger persons or property.

4.4 Equipment

No person shall operate a vehicle on the Airport unless the vehicle is in sound mechanical condition with adequate safety equipment.

4.5 Insurance

All motor vehicles operated on the Airport must have liability insurance consistent with the State of Arizona motor vehicle insurance laws.

4.6 Motor Vehicle Accident Reporting

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

4.7 Movement Area Operations

a. Prior to entering the aircraft movement area all vehicles shall yield right-of-way to all taxiing aircraft and aircraft under tow.
b. No person shall operate a vehicle in the movement area unless prior permission has been obtained from Airport Operations and the vehicle is equipped with a two-way radio in communication with and clearance has been received from the Air Traffic Control Tower, unless under the control of an authorized escort.

c. No vehicle shall enter the movement area unless equipped with an appropriately sized flashing or steady-burning yellow beacon, mounted on the uppermost part of the vehicle such that it is conspicuous from any direction including from the air. An orange and white checkered flag may be used in lieu of the flashing beacon for daytime activities. The flag shall be mounted so that it is conspicuous from any direction.

4.8 Moving of Motor Vehicles

The Executive Director/CEO or designee has the authority to tow or otherwise move any motor vehicle on the Airport property for reasons of operational necessity, safety, security, abandonment, illegal or improper parking or police investigation. PMGAA may charge a reasonable amount for the moving service and for the storage of the vehicle, if any. The vehicle may be subject to a lien for that charge.

4.9 Parking

a. The Executive Director/CEO or designee are authorized to reserve all or any part of public parking lots and other areas not under lease or permit for use as they may designate, and to indicate any restrictions by appropriate markings and/or signs.

b. All areas designated for public parking are subject to City of Mesa Code, Title 10 requirements, and intended for use by vehicles no longer than a full-size passenger automobile (19 feet in length maximum). Vehicles exceeding 19 feet shall park in designated areas. No person shall park a vehicle in any private parking area without the express or implied consent of PMGAA.

c. Where appropriate signs and/or markings have been installed, no person shall park or stand a motor vehicle on the Airport except in an area specifically designated for parking or standing.

d. No vehicles shall be loaded or unloaded in parking areas other than those designated by PMGAA for such activities (i.e. designated loading zones, loading areas, etc.). Unauthorized vehicles in designated loading areas may be subject to tow at the owner’s sole cost and expense by PMGAA.
e. Vehicles parked in any authorized parking area shall park in such a manner as to comply with all posted and/or painted lines, signs, and rules.

f. Tenant ramp vehicles and equipment shall be only parked within the tenant leasehold areas or in approved parking stalls. Outside storage of vehicles or equipment outside of the leasehold premises area is prohibited.

g. No person shall park, stop, or leave standing any vehicle, whether occupied or not, on the Airport, except within designated parking spaces. Passenger vehicle parking areas shall only be used for parking vehicles no longer than a full-size passenger automobile, (which excludes commercial vehicles), only in the designated and entirely within the painted and striped parking stall lines, on an unreserved “first come, first serve” basis. No double parking is permitted.

h. No person shall park or stand a motor vehicle on the Airport within 10 feet of a fire hydrant.

i. Privately owned vehicles are not authorized to park within the Airport Restricted Area unless prior approval has been obtained from Airport Operations, through the issuance of a PMGAA issued Vehicle Identification Permit. Such permit shall be displayed at all times, in a conspicuous location.

j. Vehicles parked in the Airport parking lots, which do not belong to passengers, Airport employees, or tenants utilizing the Airport, are subject to tow and storage at the owner’s expense (Mesa City Code, Title 10, Chapter 9). Illegally parked vehicles are subject to current Airport Rates and Charges as published by PMGAA.

k. Tenant employees shall utilize designated parking locations identified in lease or other agreement.

l. Lessee and its invitees shall obey all signs and motor vehicle codes.

m. Every person using the parking areas shall park and then lock his/her own vehicle. PMGAA will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking areas.

n. PMGAA reserves the right to refuse the use of any parking area to any person or entity that willfully refuses to comply with these applicable parking rules, Airport regulations, laws, and or agreements.

o. Such parking use as is herein provided is intended merely as a license only, and no bailment is intended or shall be created hereby.
p. The speed limit in parking areas is five (5) miles per hour.
q. The maintenance or washing of vehicles parked on the Airport is prohibited, except in designated wash areas.

r. Parking is prohibited in common areas not designated for parking, areas not striped for parking, drive aisles, loading zones, cross hatched areas, illegal parking areas, in front of loading doors or ramps, and or any entrance or exit to or from the Airport unless authorized by the Executive Director/CEO or designee.

s. In the event that any party fails to comply with the Parking Regulations hereinabove, PMGAA shall cause the vehicle in violation to be towed off the premises at the owner’s sole cost and expense, without any liability or cost to PMGAA whatsoever.

4.10 Repair of Motor Vehicles

Except for persons authorized by the Executive Director/CEO or Airport Duty Manager and for minor repairs necessary to move the vehicle from the Airport, no person shall repair a motor vehicle on a road or in a parking area of the Airport.

4.11 Restricted Area Operations

a. No person shall operate a motor vehicle within the Airport Restricted Area without a valid driver's license, and if applicable, proper Airport Driver Endorsement on their security badge unless under the control of an authorized escort. The Airport Driver Endorsement must be presented upon the request of any Airport Operations staff.

b. No person shall operate a vehicle within the Airport Restricted Area unless their presence is specifically required for Airport business or services.

c. The Executive Director/CEO or designee has the authority to deny, restrict, or cancel the privilege of any motor vehicle operator from operating within the Airport Restricted Area.

d. No person shall operate a motor vehicle at a speed:

   1. Of more than 15 miles per hour on any aircraft apron or ramp;
   2. Of more than five (5) miles per hour around aircraft;
   3. That could endanger any aircraft, vehicle, or person.

e. Airport and aircraft support vehicles and construction vehicles driving or operating within the Airport Restricted Area shall display the company name or logo; a minimum of four (4) inches high on each side of the vehicle. In addition, all construction vehicles
and high-profile aircraft support vehicles (those whose tallest point is above six (6) feet shall also be equipped with an appropriately sized yellow, low intensity, flashing or steady burning beacon or an orange and white-checkered flag.

f. Except while in the process of servicing an aircraft or Airport facility, vehicle traffic on the ramp shall use marked service roadways where designated.

g. Each person operating a motor vehicle on the Airport shall operate it so as to have it under proper control at all times, weather and traffic conditions considered.

h. Washing of vehicles at the Airport wash rack is limited to tenant company vehicles and equipment.

i. Each person operating a motor vehicle within the Airport Restricted Area shall yield the right of way to aircraft, aircraft under tow and pedestrians.

4.12 Signs and Markings

No person shall operate a vehicle on Airport roadways unless it is operated in strict compliance with all roadway signs, markings, and speed limits prescribed by the Executive Director/CEO.
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CHAPTER 5: FUELING, FIRE AND ENVIRONMENTAL SAFETY

5.1 Aircraft Fueling Operations

a. No person shall operate as an FBO (Fixed Base Operator) or SASO (Specialized Aviation Service Operator) for the purpose of selling fuel for commercial revenue.

b. No person shall operate a fuel truck or fuel transfer vehicle within the Air Operations Area unless such person has passed an approved Airport training program, receives recurrent training, is issued an Airport security badge with a driver and fueling or self-fueling endorsement, and complies with the provisions outlined in PMGAA Aviation Fuel Storage, Handling and Dispensing Guidelines.

c. No person shall fuel/defuel aircraft on PMGAA property unless they are an employee of; 1) an approved on-Airport Fixed Base Operator; or 2) an aircraft operator fueling its airport-based aircraft at its based location. Fueling/defueling of non-based aircraft or aircraft not located at its based location is prohibited, unless approved in writing by the Executive Director/CEO.

During the fueling of an aircraft, the dispensing apparatus and the aircraft must be bonded in accordance with City of Mesa Code, Uniform Fire Code Standards Section 24-1, NFPA 407 Regulations and ATA 103 Standards.

d. Fuel service vehicles are prohibited from parking within 50 feet of, or within a building.

e. No person shall fuel or defuel an aircraft on the Airport while:

1. The aircraft is in a hangar or an enclosed space;

2. The aircraft fuel system vents or fuel tank openings are not closer than 25 feet to any terminal building, hangar, service building or enclosed passenger concourse other than a loading walkway.

3. The aircraft vent or tank openings are within 50 feet of any ventilation air- intake to any boiler, heater or incinerator room.

4. Passengers are in the aircraft, unless a passenger loading ramp is in place at the cabin door, the door is open, and a cabin attendant is at or near the door.

f. No person shall start the engine of an aircraft on the Airport if there is any gasoline or other volatile flammable liquid on the ground underneath the aircraft.
g. Each person engaged in fueling or defueling on the Airport shall exercise care to prevent the overflow of fuel and must have readily accessible and adequate fire extinguishers.

h. No person shall smoke or use any material that is likely to cause a spark or be a source of ignition within 50 feet of an aircraft being fueled or defueled.

i. Each hose, funnel, or appurtenance used in fueling or defueling an aircraft on the Airport must be maintained in a safe, sound, and non-leaking condition and must be properly electrically bonded to prevent ignition of volatile liquids.

j. Fueling activities shall cease when lightning discharges occur within three (3) miles of the Airport.

5.2 Aircraft Fuel Storage Facility Requirements

Aircraft fuel storage facilities shall be permitted only if the facility is constructed and maintained in accordance with these regulations and the following: The aircraft fuel storage area is for noncommercial, private use only by the owner or aircraft operator. Aircraft fuel storage facilities which refuel aircraft, in accordance with the provisions of PMGAA Rules & Regulations and PMGAA Minimum Standards, may sell permitted fuels as approved in writing by the Executive Director/CEO. Aircraft fuel storage areas shall only be constructed after written approval of the Executive Director/CEO and after issuance of all applicable permits. The fuel storage area shall not be approved and operated except in conjunction with aircraft storage that meets the requirements of these regulations. In the event there is a requirement for separate aviation fuel types, there shall be a maximum of two (2) aircraft fuel storage areas on each building site. Total aircraft fuel storage of Jet A shall not exceed 25,000 gallons. Total aircraft fuel storage of 100LL Avgas shall not exceed 12,000 gallons. Fuel storage areas will be fenced, with gates and warning placards, prohibiting unauthorized access.

5.3 Inspection of Fuel Facilities, Records, Meter Readings, and Reporting

a. PMGAA shall have a right of access onto private property at the airport for the purpose of inspecting fuel facilities and equipment. Fuel storage and dispensing records shall be subject to inspection by PMGAA upon reasonable notice. Such inspection may include, but not be limited to, taking meter readings, reviewing and inspecting fuel storage records, fueling apparatus, training records, emergency equipment, and any and all material for safe fuel handling.
b. Not later than the last day of each month, the operator of the fuel storage area shall submit to PMGAA, in a form acceptable to the Executive Director/CEO, a monthly fuel inventory reconciliation report for the immediately preceding month. At a minimum, the report shall include:

1. The type and amount of fuel dispensed into all aircraft, fixed wing and helicopters from the fuel storage area.

2. The type and amount of fuel received, spilled, leaked, de-fueled from aircraft or otherwise accounted for from the fuel storage area.

c. At the time of submission of the monthly fuel inventory reconciliation report, each operator of a fuel storage area shall remit to PMGAA, in a form acceptable to the Board, all applicable fees then due under the Airport Rates and Fees Schedule.

d. The operator of the fuel storage area shall comply with, at the operator’s expense; all PMGAA, local, state, and federal regulations, including but not limited to observed testing and submission of annual reports to the appropriate authorities and PMGAA.

5.4 Self-Fueling Operations- Aircraft

a. Individuals desiring to self-fuel their own aircraft shall receive instruction from PMGAA and obtain a permit authorizing such operations unless using an approved self-service fuel island.

b. Gravity feed fueling is prohibited.

c. Hand or power operated pumps shall be used when aircraft are fueled from drums or other metal containers or tanks.

d. Pouring shall not be permitted from a container with a capacity of more than five gallons. Plastic containers shall not be used for fuel dispensing due to static discharge potential.

e. Fueling hoses shall be approved for flammable liquids and shall be maintained in accordance with nationally recognized standards.

f. Fueling nozzles shall be equipped with a deadman flow control valve. Notches or latches in the nozzle handle that could allow the valve to be locked open are prohibited.

g. An approved portable fire extinguisher having a minimum classification of 40:B shall be provided and maintained within 50 feet of all self-fueling operations.
h. Aircraft shall not be occupied during self-fueling or defueling operations.

i. Aircraft being self-fueled or defueled shall have the battery and ignition switches in the “off” position.

j. Battery chargers shall not be connected, disconnected, or operated during self-fueling or defueling operations.

k. The fueling nozzle shall be bonded with a nozzle bond cable having a clip or plug to a metallic component of the aircraft that is metallically connected to the tank filler port. The bond connection shall be made before the filler cap is removed. If there is no plug receptacle or means for attaching a clip, the operator shall touch the filler cap with the nozzle spout before removing the cap so as to equalize the potential between the nozzle and the filler port. The spout shall be kept in contact with the filler neck until the fueling is completed.

l. When a funnel is used in aircraft self-fueling, it shall be kept in contact with the filler neck as well as the fueling nozzle spout or the supply container to avoid the possibility of a spark at the fill opening. Only metal funnels shall be used.

m. Self-fueling operations shall comply with all other rules and regulations regarding aircraft fueling operations.

5.5 Self-Fueling Operations- Automotive Vehicles and Equipment

Automotive and equipment other than Refueling Service Vehicles and Tank Vehicles shall be refueled by authorized persons only at prescribed refueling stations and from dispensing systems that are approved by the Executive Director/CEO. “Motor gasoline (MOGAS)”, as defined in ASTM Specification D 4814 or Federal Specification VV-G-1690C, is characterized as blended to form a fuel suitable for use in spark-ignition engines. Motor gasoline includes conventional gasoline; all types of oxygenated gasoline, including gasohol; and reformulated gasoline, but excludes aviation gasoline. Any person seeking to perform MOGAS self-fueling operations at the Airport shall comply with all applicable requirements concerning such activities as set forth in this policy and all Local, State, and Federal laws.

5.6 Parking of Aircraft Fuel Service Vehicles

Aircraft fuel service vehicles shall not be parked inside any buildings, except for approved vehicle maintenance and repair facilities. Such vehicles may only be parked in areas authorized by the Executive Director/CEO or designee.
5.7 **Explosives & Other Hazardous Materials**

Explosives and other hazardous materials not acceptable for transportation under applicable federal regulations are not permitted on the Airport. Hazardous materials that pose a present or potential hazard to human health and safety or to the environment if released are also prohibited. Class 1 explosives, Class A poisons and radioactive materials as defined in the latest edition of the Emergency Response Guidebook are not permitted anywhere on the Airport, except as approved in writing by the Executive Director/CEO.

5.8 **Fire Equipment**

Fire extinguishers and Airport fire protection systems shall not be tampered with at any time, nor used for any purpose other than firefighting or fire prevention. All tenants shall supply and maintain such adequate and readily accessible fire extinguishers within their leaseholds as may be required by the City of Mesa Fire Department.

5.9 **Hazardous Material Spills**

a. Fuel spills greater than 10 feet in any dimension, covering an area of over 50 square feet, greater than five (5) gallons, or continuous in nature shall be immediately reported to City of Mesa Fire Department and Airport Operations.

b. Whenever a hazardous material spill or leak occurs, the owner of the material or equipment involved in such spill or leak shall take immediate steps necessary to ensure discovery, containment, and clean-up of such release and notify the Mesa Fire Department and/or Airport Operations of the occurrence. Charges may be assessed by the Executive Director/CEO for cleanup services including, but not limited to, reimbursement of labor, equipment, and materials.

5.10 **Open Flames**

a. No person shall start any open fire of any type on any part of the Airport without advance written permission from the Executive Director/CEO.

b. No person shall operate a flame or spark-producing device on any part of the Airport except in areas within leased premises specifically designated for such use by the Executive Director/CEO unless a permit from the City of Mesa Fire Marshall or other appropriate official has first been obtained. No permit shall be issued for operations within any aircraft hangar, any fuel storage area, or upon any components of the fuel distribution system unless the work is required for the repair of such areas or hangars. Where such repair is required, permission shall first be obtained from the City of Mesa Fire Marshall and shall be subject to conditions as he may impose.
c. Every person observing any unattended or uncontrolled fire on Airport premises shall immediately report it to 9-1-1. No person shall make any regulation or order, written or verbal, which would require any person to take unnecessary delaying action prior to reporting such a fire.

5.11 Storm Water Discharge

All storm water discharge requirements, including applying for, paying for, and obtaining the required Arizona Pollutant Discharge Elimination System (AZPDES) Storm Water Permit are the responsibility of each tenant or authorized contractor that will cause, create, or develop an industrial discharge at any location on the Phoenix-Mesa Gateway Airport property. All Tenants are responsible for determining their industrial status through the Arizona Department of Environmental Quality (ADEQ), filing the appropriate forms (i.e. Notice of Intent), and completing the applicable section of their Lease documentation pertaining to Environmental Compliance. All Tenants are responsible for compliance with the Storm Water Control Measures as outlined in PMGAA Storm Water Pollution Prevention Plan (SWPPP).

5.12 Volatile Compounds

a. No person shall use a flammable volatile liquid having a flash point of less than 100 degrees Fahrenheit for cleaning purposes in a hangar or other building on the Airport, unless it is approved by the City of Mesa Fire Department.

b. No fuel, oil, grease, flammable liquids, or contaminants of any kind including detergents used to wash aircraft or other surfaces, shall be allowed to flow into any sewer system, storm drain, or open water area without a separator.

c. No person, tenant, or company shall store any cylinders of compressed flammable gas inside any building except as may be permitted under applicable NFPA standards and the City of Mesa Fire Code.

d. No person shall store lubricating oils or other flammable materials except in appropriate storage cabinets suited for such use.

5.13 Dust Control

All tenants and personnel performing any type of ground disturbing activities(s) shall minimize the amount of dust generated from said activity by spraying clean water on the source or by using a dust palliative. Tenants creating any dust-generating activity may need to apply for a Maricopa County Air Quality Dust Control Permit at their expense.
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CHAPTER 6: LEASES & TENANT OPERATIONS

6.1 Condition of Tenancy

All Airport tenants must acknowledge through their lease or operating agreement that they will comply with these Rules and Regulations and appropriate minimum standards as a condition of tenancy or operation on the Airport.

6.2 Damage

Tenants and lessees, in addition to any terms that may be contained in their lease agreement, shall be fully responsible for all damages to buildings, equipment, real property, appurtenances, or other improvements in the ownership or custody of PMGAA, caused in whole, or in part, by their employees, agents, customers, visitors, suppliers, or persons with whom they may do business.

6.3 Design Guidelines

All facilities developed on the Airport shall conform to PMGAA Design Guidelines, Landscape Master Plan, and other pertinent standards, guidelines or requirements.

6.4 Employees

Tenants are responsible for ensuring their employees are familiar with and comply with these Rules and Regulations, applicable minimum standards, and appropriate portions of their lease or other agreement with PMGAA. Tenants are also responsible for ensuring their employees and contractors meet physical and mental standards necessary for the safe conduct of the employee’s job tasks.

6.5 Fire Equipment

Tenants are responsible for supplying and maintaining any required fire equipment on a tenant’s premises unless specifically excluded in their lease agreement.

6.6 Floor Care

Each person to whom space on or at the Airport is leased, assigned, or made available for use shall keep the space free and clear of oil, grease, or other foreign materials that could cause a fire hazard or otherwise unsafe condition, or damage to the flooring material.

6.7 Free of Debris

Tenants shall keep hangars, shops, offices, other buildings, and areas adjacent thereto free of waste material, rubbish, junk, landscaping litter and flammable material.
6.8 **Hangar Storage**

a. Aircraft hangars shall be used for aeronautical purposes, or be available for use for an aeronautical purposes. Aircraft hangars shall remain in compliance with FAA policy, specifically 81 FR and 38906, and all occupancy shall be subject to and in compliance with the City of Mesa Building Code, City of Mesa Fire Code, and Airport Rules and Regulations (collectively “Code”) at all times.

b. The incidental storage of the aircraft owner’s personal property related to the use, care, maintenance, and storage of an aircraft is permitted, provided that all non-aviation related items shall not obstruct any aircraft ingress and egress to the aircraft hangar or right of way thereto.

c. Preventative maintenance of an aircraft by the aircraft owner or properly licensed mechanic is permitted, provided that such activity creates no hazard or nuisance to the hangar facility or to Airport property.

d. Storage of aircraft parts, equipment, and supplies that relate to the aircraft owner’s airworthy aircraft are permitted, provided that such storage of materials create no hazard or nuisance to the hangar facility or to Airport property.

e. This section applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant’s own expense while holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the sponsor’s obligations to use aeronautical facilities for aeronautical use.

f. The following activities or items shall be prohibited in an aircraft hangar:

1. Any unauthorized storage of personal property belonging to a third party.

2. The storage of any vehicle, boat, or recreational vehicle that is not associated with the aircraft owner’s immediate flight operation. In any case, no aircraft hangar may be used to store a vehicle, boat, or recreational vehicle beyond a period of 14 days.

3. No aircraft hangar shall be used for any residential purposes.

4. Storage of ammunition or explosives in any quantity is strictly prohibited.

5. No storage of any item is permitted outside the walls of an aircraft hangar.
6.9 Insurance

The Executive Director/CEO shall establish insurance requirements as a condition of operating on the Airport for all persons engaging in activities and business on the Airport. These requirements may vary among different types of service providers and may be periodically adjusted to ensure that PMGAA, passengers and the interests of the public are adequately protected. Continuous proof of proper insurance and business licensing shall be provided to PMGAA as a condition of operating at or on the Airport.

6.10 Marking of Paved Areas

Other than as provided in tenant leases, no surface painting or marking of any paved area on Airport property shall be permitted without written permission from the Executive Director/CEO or designee.

6.11 Preservation of Property

No person or tenant shall destroy, injure, deface, or disturb any building, sign, or other structure, tree, lawn, or other property on the Airport; nor alter, make additions to, or erect any building or sign or make any excavations on the Airport without the approval of the Executive Director/CEO.

6.12 Regulation of Commercial Activities

a. No person shall occupy or rent space, carry on any business, commercial operations or other form of revenue-producing activity on the Airport without first obtaining a written contract, lease agreement or permit authorizing such activity, from the Executive Director/CEO.

b. The Airport Minimum Standards shall be met and maintained at all times by any individual, group of persons, business, or enterprise desiring to provide such commercial services or commodities at or on the Airport.

6.13 Storage and Equipment

No tenant or lessee of a hangar, shop facility, or other operational area specified by the Executive Director/CEO on the Airport shall store or stack equipment or material in a manner to be unsightly or constitute a hazard to persons or property.
6.14 Structural and Decorative Changes

Structural and decorative changes to any building, ramp, or other structure on the Airport require written approval of the Executive Director/CEO and must comply with local building codes and inspections and Airport Design Guidelines.

6.15 Trash Containers

Tenants shall place and maintain trash receptacles in the public areas of their premises, and other areas where necessary to promote and encourage the proper disposal of trash. All exterior trash receptacles on the Airport shall be sufficiently covered to prevent the inadvertent discharge of trash onto the Airport. The Airport encourages tenants to participate in recycling trash. Acceptable recyclable trash items are listed under the City of Mesa’s Blue Barrel Recycling Program.
CHAPTER 7: SECURITY REQUIREMENTS

7.1 Aircraft Security

When the condition or mission of an aircraft requires security guards or police officers, the owner or operator of the aircraft must coordinate this requirement with Airport Operations. The owner or operator of the aircraft is responsible for obtaining and paying security service personnel.

7.2 Airport Security Program

All persons using the Airport are subject to the Airport Security Program pursuant to TSA Regulation Part 1542.

7.3 Air Carrier

Air carrier tenants required to have a TSA approved Aircraft Operator Standard Security Program (AOSSP) shall maintain a current copy at the Airport.

7.4 Challenge

All persons who are provided access to the Airport Restricted Area shall reasonably challenge any person not displaying proper identification media while in the Airport Restricted Area. Any person challenged to display an approved Airport identification media shall do so immediately upon request. Challengers are not expected to place themselves or others in a dangerous situation and shall not approach when they feel making a verbal challenge would do so, but rather the challenger is obligated to notify Airport Operations or the Mesa Police Department in such instances.

7.5 Doors and Gates

a. At no time shall any Airport Restricted Area access gate be left open and unattended in a manner that would allow unauthorized access.

b. Security doors leading into the Airport Restricted Area shall be kept locked as required by the Airport Security Program.

c. Automated vehicle gates are for vehicle access only. No pedestrians shall use an automated vehicle gate for pedestrian access.

d. Tenants shall be responsible for doors and gates located in their leased areas. Tenant security doors leading into the Airport Restricted Area shall be keyed to the Airport master keying system.
7.6 **Employee Access Investigations**

Employee access investigations in accordance with TSA Part 1542 and the Airport Security Program shall be conducted by employers for each employee. Certification of completion of the access investigation is required prior to PMGAA issuing any access materials.

7.7 **Escorting**

No person shall escort or allow non-badged persons access to the AOA or other secure areas without first complying with requirements of the Airport Security Plan.

7.8 **General Aviation Aircraft**

General Aviation aircraft are prohibited from entering the commercial passenger or cargo areas of the Airport unless otherwise coordinated in advance with Airport Operations and the Air Traffic Control Tower.

7.9 **Identification Media and Access Cards**

a. Identification media and access cards issued by PMGAA are property of PMGAA and must be surrendered upon the request of Airport Operations personnel or Mesa Police.

b. No person shall loan or provide Airport identification media or access cards to anyone other than to whom the media was issued.

c. PMGAA-issued or approved identification media must be properly displayed on the outermost garment, above the waist, at all times while within the Airport Restricted Area.

d. PMGAA-issued or approved identification media shall not be mutilated or altered from its original form in any way, nor shall any such media be reproduced or copied in such a manner as to degrade the security of the identification system.

7.10 **Restricted Areas**

a. Only those persons specifically authorized by Airport Operations with proper personnel and vehicle identification are allowed access to the Airport Restricted Area, Air Operations Area (AOA) or Security Identification Display Area (SIDA) unless otherwise provided for under the Airport Security Program.

b. Pedestrians or motor vehicle operators observed in areas other than those designated for public use without authorization by the Executive Director/CEO will be considered trespassing and subject to arrest.
7.11 **Security Fence Line**

A minimum clear area of six (6) feet shall be kept between the security fence line and any object that may be used to conceal persons along the fence line or that would aid any individual in gaining access to the Airport Restricted Area unless specifically approved by the Executive Director/CEO.

7.12 **Security Screening**

All persons desiring to enter a sterile area are subject to security screening.

7.13 **Tailgating**

No person or vehicle shall enter the Airport Restricted Area through an access gate that was opened for an authorized person or vehicle unless under the direct escort and control of an authorized person. All persons and vehicles using any airfield access gate shall ensure the gate is secured behind them prior to leaving the area to prevent unauthorized access.

7.14 **Tenant Security**

Tenants and tenant employees are responsible for safeguarding doors, gates, and other forms of passageways between Airport Restricted Areas and public areas. Tenants are responsible for safeguarding aircraft and other private property entrusted to their care within the Airport Restricted Area or other locations on their leased premises.

7.15 **Violation of Security Regulations**

Violation of security regulations may result in the immediate revocation of security privileges and future entry into the Airport Restricted Area may be denied. Any fines levied against PMGAA for security violations will be charged to the offending individual and tenant.

7.16 **Weapons**

No person, except a peace officer, authorized air carrier employee, authorized Airport employee, or a member of an armed force of the United States on official duty, shall carry any weapon, explosive, or flammable material on or about his person, openly or concealed, in the Airport Restricted Area without the written permission of the Executive Director/CEO. This section shall not apply to persons carrying firearms in cases, broken down or unloaded, when said firearms are being transported by air. No person shall furnish, give, sell, or trade a weapon on the Airport.
CHAPTER 8: SPECIAL EVENTS

8.1 Authorization

Specialized events require advance written coordination, regulation, and authorization by the Executive Director/CEO prior to the public disclosure or advertisement of the event. The authorization will be in the form of a letter of authorization from the Executive Director/CEO to the special event sponsor in which the sponsor is recognized as involved in the planning process for a specific type of event. Certain activities shall require an executed lease, operating agreement, deposit or permit with PMGAA. A City of Mesa event permit may also be required as determined by the City of Mesa.

8.2 Aviation Activities

a. A special event that involves aerobatic maneuvers by aircraft must be coordinated in advance with Airport Operations and the local FAA Flight Standards District Office.

b. Special events involving aerial activities that are not of a routine nature for the Airport will require the designation and approval of an “air boss” who is experienced in directing and controlling the aerial activities planned for the event.

8.3 Closures or Restrictions

All runway, taxiway, ramp area, landside, or public area closures or restrictions must be coordinated with Airport Operations and other users of the Airport well in advance of the event.

8.4 Coordination

The sponsor shall make arrangements for such things as auto towing, garbage pickup, and refuse cleanup for any and all persons attending or associated with the event. If the special event is expected to attract an attendance of 500 persons or more, the sponsor must coordinate road and highway impacts with City of Mesa Police, Maricopa County Sheriff’s office, and Arizona Department of Public Safety or other affected jurisdictions. In addition, the sponsor shall coordinate public safety impacts with City of Mesa Police and Fire and arrange any necessary protection (security, ambulance, fire protection, Aircraft Rescue and Fire Fighting support). Air traffic impacts shall be coordinated and approved by the Air Traffic Control Tower Manager.

8.5 Damages

Event sponsors shall pay for all direct expenses related to the special activity and compensate PMGAA for damaged property. If the sponsor fails to adequately perform
trash and litter clean-up of the Airport or repair damaged property in a timely fashion as determined by Airport Operations, PMGAA may perform these functions and charge the sponsor accordingly.

8.6 Fees

The event sponsor shall provide a written disclosure all special event fees charged to the public to the Executive Director/CEO. In addition, when fees are charged, the sponsor shall pay fees to PMGAA as specified by Lease or Operating Agreement.

8.7 Insurance

The special event sponsor will be required to obtain liability insurance for the event in an amount determined by the Executive Director/CEO. The sponsor shall provide proof of insurance policy identifying PMGAA as a “named insured” for the event.

8.8 Normal Ingress/Egress

All special events must be planned to accommodate the normal ingress and egress of motor vehicles for those persons involved in passenger carrier flights, general aviation users of the Airport, air ambulance, or business activities normally conducted at or on the Airport.

8.9 Plans

In addition to the required coordination elements, the sponsor shall prepare and present to the Executive Director/CEO written plans to handle adverse weather, dust, hazardous materials spills, emergency services, and public protection.

8.10 Special events

Special events include air shows, balloon festivals, air races, fly-ins, parachute team demonstrations, static displays for the public, aerobatic events, filming for television, movies, or commercials, and other events or activities not normally associated with the daily operation of the Airport.
CHAPTER 9: GROUND TRANSPORTATION

9.1 Ground Transportation General Authority

a. PMGAA has established ground transportation operating procedures for all Ground Transportation Providers subject to A.R.S, Title 28, Chapter 30 operating at the Airport. These operating procedures are to ensure the most fair and consistent ground transportation service. They will provide the public with the safe and convenient passenger movement.

b. It is imperative that all Ground Transportation Providers abide by the terms of the Airport license agreement and these Airport Rules and Regulations. Ground Transportation Providers are subject to on site supervision and direction by any personnel designated by the Airport Executive Director/CEO. Any person who violates these rules and regulations will, at the discretion of the Authority or its authorized representative, be denied use of the Airport and its facilities.

c. The ground transportation rules and regulations contained herein supersede and cancel all other previous ground transportation rules and regulations set forth by the Authority and its facilities.

9.2 Ground Transportation Provider Insurance Requirements

a. Before commencing ground transportation operations at the Airport, Ground Transportation Providers shall submit to the Authority an original certificate of motor vehicle insurance with a reputable insurance company or companies evidencing at least minimum state-mandated policy limits and which names PMGAA as the certificate holder and as additionally insured by endorsement. The Airport shall be notified 30 days prior to cancellation or non-renewal of said endorsement.

b. Vehicle insurance shall cover all automobiles owned, leased, hired, rented, borrowed or otherwise used by or on behalf of the Ground Transportation Provider.

c. PMGAA, its officers, officials, agents, employees and volunteers are to be listed as additional insured with respect to liability arising out of: activities performed by, or on behalf of, the commercial operator including automobiles owned, leased, hired, or borrowed by the Operator.

d. PMGAA, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by the Ground Transportation Provider even if those limits of liability are in excess of those required by permit.
Proof of insurance shall be available in each vehicle and provided when requested.

9.3 Conditions of Ground Transportation Provider

a. All Ground Transportation Provider vehicles shall be properly identifiable with company name logo or trade dress visible within 50 feet in front of the vehicle to enable passengers to identify the company name and address. Magnetic removable placards are not permitted.

b. All Ground Transportation Provider vehicles shall be validly registered in a state and must be able to produce proof of registration upon request. Ground Transportation Providers must provide proof of registration with the Arizona Department of Transportation if registration is required by A.R.S. Title 28, Chapter 30.

c. Every vehicle shall be structurally sound and maintained in such good condition as to provide for the safety of the public in accordance with each and every applicable requirement of A.R.S. Title 28 and Title 49.

d. All Ground Transportation Provider vehicles serving the Airport shall be properly maintained and operated in a clean, safe, and businesslike manner at the sole discretion of the Authority or its representative. Vehicles are subject to inspection by Airport Operations staff.

1. Air conditioners will be operated at all times when temperatures reach 85 degrees Fahrenheit or upon passenger request.

2. Heaters will be operated upon passenger request and sufficiently heat the interior of the vehicle.

3. Exterior paint shall be maintained free of oxidation and rust.

4. Vehicle shall be free of any sheet metal damage.

5. Vehicle shall be free of dirt, trash, and debris.

6. The exterior of each vehicle in service shall be kept clean from road dust, mud and grime.

7. The interior of each vehicle in service shall not contain offensive odors.

8. Matching wheel covers (hubcaps) shall be mounted on all wheels at all times unless the vehicle is equipped with custom wheels.
9.4 Ground Transportation Provider Vehicle Driver Requirements

a. All drivers shall meet all Federal, State, and City requirements. Drivers shall possess a valid state issued driver’s license, knowledge of the area and streets, ability to speak, read, and understand the English language.

b. All drivers operating Ground Transportation Provider vehicles must display or present valid company identification upon request.

c. Driver's Airport operating privileges may be revoked at the discretion of a representative of the Authority.

d. Drivers shall at all times be courteous, professional and informative when interacting with passengers, airport staff, and other drivers. Customer complaints relating to a driver's failure to meet the foregoing standards of conduct may provide grounds for the termination of the driver’s operating privileges at the Airport.

e. Drivers will contact their company’s Supervision for complaints regarding other drivers of the same company and will refrain from making contact with drivers of other companies.

f. Drivers shall not engage in any physical fighting or loud, boisterous verbal disputes while on the Airport. If a dispute develops between a driver and a passenger, or another driver, the driver should immediately contact airport staff to resolve the dispute.

g. All drivers operating commercial vehicles at the Airport shall be clean and neat in their personal appearance and shall be courteous to passengers loading or unloading at the Airport.

9.5 Regulations and Licenses

a. The Ground Transportation Provider shall comply with all applicable local, state and federal regulations and abide by the Rules and Regulations of the Authority now in effect, or that may be promulgated from time to time, including but not limited to the utilization of loading zones, queuing areas, and other such traffic control arrangements as designated by Airport Management. The Ground Transportation Provider will provide the Authority with current copies of all applicable licenses from state or local authorities for areas the Operator proposes to serve.

b. The Ground Transportation Provider shall secure and pay the costs of all required licenses, supplementary equipment, permits, franchises, both of its employees and
vehicles. The Operator will pay all taxes, fees, licenses, and moneys required by the Federal, state, or local governments for its operations at the Airport.

c. The Ground Transportation Provider shall maintain and operate its service in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, and Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title 6 of the Civil Rights Act of 1964, as said regulations may be amended.

d. No Ground Transportation Provider vehicle operator shall engage in the business of picking up passengers at the Airport terminal without first obtaining a Ground Transportation Operating License from the airport authority. A Ground Transportation License shall not be issued until the owner has completed an application form provided by PMGAA.

e. Ground Transportation Providers that are not licensed through the Airport and that attempt to pick-up passengers in any terminal related areas are subject to eviction without loading their client and may face criminal trespass charges.

Ground Transportation Providers shall pay license fees and report activity to the Airport Authority pursuant to the License Agreement. Fees will be based on either a one-time annual fee for each registered vehicle or a trip fee for each trip at the Airport Passenger Terminal, provided that the Ground Transportation Provider utilizes a GPS tracking/reporting application which is approved by the Airport Executive Director/CEO.

9.6 Access and Parking

a. All Ground Transportation Provider drivers shall operate their vehicles in a safe manner while operating at the Airport property. Excessive speed and / or reckless driving are strictly prohibited. Drivers will refrain from blocking crosswalks or thru lanes at all times.

b. All Ground Transportation Provider vehicles desiring to drop off passengers shall be permitted to use the designated passenger loading/unloading zone of the Airport terminal curbside for active unloading of passengers and their baggage. No parking shall be allowed in this area. Vehicles may be cited and towed away. Drivers are not permitted to leave their vehicle unattended on the terminal curbside at any time.
c. Baggage delivery service vehicles must use the designated area for both loading and unloading baggage and are responsible for any charges incurred.

d. Ground Transportation Provider vehicles not having a valid Ground Transportation License with the Airport are authorized to enter Airport property to discharge passengers only in accordance with this paragraph.

e. Ground Transportation Provider with a prior reservation from a passenger awaiting pick up may proceed to the designated area to await their client and are responsible for any charges incurred. When picking up a pre-arranged assisted needed passenger, Ground Transportation Provider may pick up their client at the terminal curbside provided the passenger is ready to load. Waiting along the curbside is strictly prohibited.

f. Passenger pick up by licensed pre-arranged shuttle operators is permitted only in the shuttle queue. Pre-arranged shuttle operators arriving early may stage in the Airport designated lot until the scheduled arrival time or actual arrival.

g. Passenger pick up by licensed Ground Transportation Provider vehicles other than taxicab or pre-arranged shuttle operators to include sedan/VIP type vehicles is permitted only in the designated parking lots, or along the terminal curbside provided the passenger is ready for pick up. Drivers of these vehicles shall be responsible for any charges incurred while staged in these lots. Sedan/VIP drivers parked in designated lots may meet & greet their clients inside the baggage terminal and will remain at least 15 feet away from Rental Car counters, concessionaires, and the baggage claim information counter.

h. Ground Transportation Provider vehicles shall enter the commercial vehicle queuing area only for the purpose of loading customers or passengers. Only those Ground Transportation Provider authorized vehicles shall have access to the taxi stand or pre-arranged shuttle queuing area.

i. Drivers may park in the passenger loading/unloading zones to drop off passengers only long enough to unload passengers and luggage at the curb. Vehicles left unattended will be subject to citation and/or towing enforcement.

j. There shall be no unattended vehicles parked in the queuing areas; vehicle drivers shall remain within 25 feet of their respective vehicles.
k. Limousines shall stage in designated lots. When contacted by their client and when their client states that they are ready for pick up, operators may then proceed to the terminal curbside and load their passenger(s).

l. Buses or coaches shall stage in designated lots. When contacted by their client and when their client states that their group is ready for pick up, buses or coaches may then proceed to a place along the terminal curbside designated by the Airport operator or operations personnel.

m. Transportation Network Company vehicles may stage in designated lots. When matched with a client ready to pick up, Transportation Network Company vehicles may then proceed to the designated pick up curb location for loading. Transportation Network Companies may not stand or wait at the curbside for clients.

9.7 Soliciting

a. The authorized solicitation of passengers by a Ground Transportation Provider shall only be conducted by the first driver in line in the designated areas at the taxicab queue. Taxicab drivers may not refuse transportation of a passenger based on the length of transport. Driver and passenger communication shall be conducted in a courteous and professional manner. Drivers shall not make any misrepresentation of their service. Drivers shall not be loud and boisterous with/or in the presence of potential customers.

b. Soliciting passengers is an offense that may result in the loss of ground transportation Licenses. Drivers soliciting passengers or in any manner offering to transport passengers in non-designated areas may be subject to an NOV.

c. Off duty drivers are not allowed to loiter on airport premises. Any off-duty driver using a Ground Transportation Provider vehicle for personal use at the Airport shall utilize the public parking facilities and shall not load passengers.

9.8 Miscellaneous Provisions

a. The Ground Transportation Provider shall repair promptly, and at no cost to the Authority, any damages to property of the Authority, which the Operator or its representatives have caused.

b. No signs, posters or similar devices shall be erected, displayed, or maintained by the Ground Transportation Provider on Airport premises without prior written approval of the Authority or its representatives.
c. Solicitation of business in any manner whatsoever upon Airport property is strictly prohibited. Cruising is specifically prohibited.

d. The Authority or its representatives shall have the right to restrict drivers or vehicles from operating at the Airport in noncompliance with Airport Rules and Regulations.

e. A Ground Transportation Provider may request that specific documents provided to the Airport be treated a confidential or proprietary (collectively, “Confidential”), provided that the Ground Transportation Provider clearly labels the documents “Confidential”. The Airport will notify the Ground Transportation Provider in writing of the public records request to view the documents or any portion of the documents marked “Confidential”. The Ground Transportation Provider will have seven calendar days from the date such notice is received to obtain a court order enjoining the release of the documents marked “Confidential”. If the Ground Transportation Provider does not provide the Airport with a court order enjoining release of the documents, the Airport will make the documents requested available for inspection as required under the public records law, seven (7) calendar days after the written notice to the Ground Transportation Provider is received.
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APPENDIX A: DEFINITIONS

Advisory Circular: FAA publications that outline and describe recommended standards and procedures for numerous aviation entities.

Air Operations Area (AOA): That area of the Airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. The AOA includes the active runways, taxiways, ramp and turf areas. The AOA is considered part of the Airport Restricted Area and is off-limits to the general public.

Air Traffic Control (ATC): A service operated by appropriate authority to promote the safe, orderly and expeditious flow of air traffic on or in the vicinity of the Airport.

Air Traffic Control Tower (ATCT): The Airport traffic control tower at Phoenix-Mesa Gateway Airport.

Aircraft (also Airplane, Balloon, Blimp, Ultralight, Helicopter): Any device or contrivance now known or hereafter invented that is used or intended to be used for flight in the air.

Aircraft Maintenance: The repair, adjustment or inspection of an aircraft by a pilot, owner or mechanic other than the routine cleaning, upkeep and servicing of an aircraft in preparation for flight. Minor repairs are characterized as normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories. Major repairs are characterized as major alterations to the airframe, power plant, propeller and accessories as defined in FAR Part 43.

Aircraft Operation: An aircraft takeoff, landing, touch and go (two operations), low approach and/or missed approach.

Aircraft Rescue and Fire Fighting (ARFF): The personnel, equipment and facilities on or off the Airport dedicated to dealing with aircraft accidents/incidents and all rescue and firefighting tasks, structural fires and other firefighting emergency activities.

Airport: Shall mean and have reference to all the areas comprising the Phoenix-Mesa Gateway Airport as now existing, or as the same may hereafter be expanded and developed, and shall include all of its buildings, facilities and appurtenances.

Airport Authority: PMGAA, a Joint Powers Airport Authority authorized under the laws of the State of Arizona, its successors and assigns, formed pursuant to A.R.S. §28-8521, et seq.
Airport Driver Endorsement: The authority issued by Airport Operations authorizing motor vehicle operations within the Airport Restricted Area. An Airport Driver Endorsement shall mean an indication of completed airfield driver training, and so noted on an individual’s Airport security identification badge.

Airport Duty Manager: The designated management representative of PMGAA during emergency incidents and after regular business hours.

Airport Executive Director/CEO (also Executive Director/CEO). The Executive Director/CEO of PMGAA or his/her designee. The term “Executive Director/CEO” as herein used, shall include persons duly designated to represent the Airport Executive Director/CEO and to act on behalf of the Airport.

Airport Minimum Standards: A separate document adopted and formally approved by the Airport Authority within which are detailed provisions outlining the minimum building size, performance or other standards acceptable by the Airport Authority for a business firm aspiring to do business at the Airport.

Airport Operations: Airport staff responsible for monitoring compliance with operations involving Airport airside and landside activities.

Airport Rules and Regulations: A document adopted and formally approved by the Airport Authority within which are detailed provisions for the safe, orderly and efficient operation of the Airport.

Airport Security Program: A program developed in accordance with TSA Part 1542 and approved by the TSA outlining Airport security requirements, methods and procedures for Phoenix-Mesa Gateway Airport.

Apron (also Ramp): Those areas designated by the Airport, both public and private/leased, designated by the Executive Director/CEO for the parking or storage of aircraft. These areas are usually restricted areas and involve activities such as enplaning and deplaning passengers, servicing aircraft, and aircraft movements.

Arizona Revised Statutes (A.R.S.): the set of books which contains the constitution and laws enacted by the Legislature to govern the state.

Based Aircraft: Any aircraft whose home base or permanent residency is identified as Phoenix-Mesa Gateway Airport.
**Emergency Vehicles**: Vehicles that are painted, marked, lighted or escorted and used by the police (or security officers), fire department (ARFF), ambulance or other Airport officials to carry out their daily duties or used in response to an emergency situation.

**Engine Run-up**: The operation of an aircraft engine at power settings in excess of those power settings needed for normal taxiing of the aircraft. Engine run-ups are usually conducted at relatively high-power settings in order to determine the performance of an aircraft engine.

**Escort**: A person authorized by the Airport to accompany a contractor or other persons within the Airport Restricted Area(s) in accordance with all FAA safety and security regulations and Airport-specified responsibilities.

**Executive Director/CEO** for the enforcement of these Rules and Regulations to ensure the efficient, proper and safe operation of the Airport, but only to the extent authorized by law or properly delegated by said Airport Executive Director/CEO.

**FAA**: The Federal Aviation Administration.

**FAR**: The Federal Aviation Regulations as written, approved, and published by the FAA.

**Flight Standards**: FAA standards for promoting safe air transportation by certification and oversight of airmen, air operators, air agencies, and designees.

**General Aviation**: All categories and types of aviation/aircraft in the U.S. except for certified air carriers (under FAR Part 121) and Department of Defense military aircraft.

**GPS Tracking/Reporting Application**: Any online-enabled application, software, website, or system that is offered or used by the authorized provider and that enables a potential passenger to arrange a ride with a Ground Transportation Provider driver and utilizes Global Positioning Satellite for tracking and reporting.

**Ground Transportation**: Modes of vehicle transportation to facilitate the movement of passengers and visitors to and from the airport.

**Ground Transportation Provider**: Any entity that provides Ground Transportation services for a fee.

**Hangar**: Any fully or partially enclosed storage space for an aircraft.

**Hazardous Material**: A substance or material in a quantity or form that may pose an unreasonable risk to health or safety, or property when stored, transported or used in commerce as defined in applicable Federal, State, and local environmental laws.
Incident Commander: The individual responsible for directing and / or controlling resources during an Airport emergency.

Lease: A contract granting occupation or use of property during a certain period in exchange for a specified rent.

Movement Area: Those areas of the Airport under the control of the Air Traffic Control Tower including runways, taxiways, and helipads designated and made available for the landing, take-off, and taxiing of aircraft and which require a clearance from the Air Traffic Control Tower prior to entering.

Notice of Violation (NOV): An NOV is a form issued by Airport Operations personnel for violations of any rules and regulations governing the Airport.

Notice to Airmen (NOTAM): Information issued by a representative of the Executive Director/CEO, FAA, the Air Traffic Control Tower or other authorized official advising pilots of temporary changes to published information regarding Airport facilities, conditions, or other items that may affect safe flight.

Operating Agreement: A contract granting short-term occupation or use of Airport facilities (i.e. runways, taxiways) during a certain period in exchange for specified rent and/or fees. Operating agreements are used for, but not limited to, flight-testing and flight training operations.

Park or Parking: The standing of an aircraft or vehicle whether occupied or not.

Permit: A written authorization issued by the Airport Authority that allows specific activities or the temporary use or occupancy of certain areas or facilities at the Airport.

Person: Shall mean an individual, firm, general or limited partnership, corporation, company, limited liability partnership, trust, association, or any trustee, receiver, assignee or similar representative thereof leasing, subleasing, making application for, or using any land or facility at the Airport.

Rates and Charges: Airport fee structure approved by the Board for use of airport infrastructure, facilities, and equipment.

Restricted Area(s): Areas closed to access by the general public. These are limited access areas that the Executive Director/CEO, the FAA, TSA, or commercial aviation business owners have elected to restrict for purposes of security or safety. These areas include but are not limited to the Air Operations Area, Airport perimeter roadways, fenced-in areas, aircraft hangars and maintenance shops, fuel storage areas and hazardous materials storage areas.
**Secured Area**: That portion of the Airport where aircraft operators and foreign air carriers enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

**Security Identification Display Area (SIDA)**: That portion of the Air Operations Area (AOA) where each person is required by federal law to continuously display, on an outermost garment, an Airport-approved identification badge. Any person observed in the SIDA not displaying the identification badge and not accompanied by an Airport-approved escort must be promptly reported to a security officer or other designated authority.

**Soliciting**: The act of approaching a passenger, for which prior arrangement for transportation has not been established and offering ground transportation services.

**Sterile Area**: The portion of the Airport defined in the Airport Security Program that provides passengers access to boarding aircraft and to which the TSA through the screening of persons and property generally controls the access.

**Transportation Network Company (TNC)**: An entity that has been issued a permit by the State of Arizona that operates in the State of Arizona, that uses a digital network or software application to connect passenger(s) to transportation network services provided by transportation network drivers, and that may but is not deemed to own, operate of control a personal motor vehicle of a transportation network driver.

**TSA**: The Transportation Security Administration.

**Vehicle**: Shall mean all conveyances, except aircraft.
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APPENDIX B: FLY FRIENDLY NOISE ABATEMENT PROCEDURES

Unless otherwise directed by the Tower, please comply with the following:

1. Runway 30 is designated as the “calm wind” runway.
2. Use best rate of climb, consistent with safety.
3. Runway 12C/30C or 12L/30R for jet aircraft pattern work (1700’ AGL – above ground level) is preferred. When using Runway 30C or 30R, start right crosswind turns as soon as practical to avoid residential areas north of the Airport (complete turns within 3.5 DME).
4. On departure from 30L, left turn after end of runway to minimize low overflights of the Gateway Campus.
5. Military aircraft terminate afterburner use when safe to do so.
6. Jets are requested to use NBAA Standard Noise Abatement Departure or comparable aircraft manufacturer procedures.
7. Propeller aircraft are requested to use AOPA Noise Awareness Steps.
8. Helicopter traffic: please avoid low overflights of the Gateway Campus. Use a Northwest or Southwest arrival-departure corridor.
9. Compliance with the Fly Friendly procedures is at the pilot’s discretion.

SAFETY ALWAYS COMES FIRST!
Board Action Item

Re: Resolution 20-09

To: Board of Directors
From: R.J. Draper, PE, LEED AP, CM, Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Authorizing Applications and Acceptance of Grants
Date: March 17, 2020

Proposed Motion
To authorize the filing of grant applications including agreeing to all understandings and assurances contained therein; and, authorizing the acceptance and execution of any Federal Aviation Administration (FAA) or other Federal agency, State of Arizona, Arizona County or Arizona Local Municipal grant offer(s), applied for or received between July 1, 2020 and June 30, 2021 by the Chair of the Authority, the Executive Director/CEO, Deputy Director/COO or Chief Financial Officer/CFO.

Narrative
The FAA and Arizona Department of Transportation received the Phoenix-Mesa Gateway Airport Authority (PMGAA) Airport Capital Improvement Program (fiscal years 2021-2025 and preceding years) in accordance with the Airport Master Plan. The Federal Government, State of Arizona, Arizona Counties or Arizona Local Municipalities may offer PMGAA a grant or multiple grants for capital improvements or other projects at any time during the year that will support the priorities of the PMGAA.

Staff requests authority to prepare grant applications and submit for capital planning, design, construction or other projects that will support the priorities of the PMGAA. PMGAA further requests authority to accept offer(s) received, agree to accomplish the described development or scope, and comply with the terms and conditions of the grant agreement(s), including maintaining compliance with the assurances made as part of the project application(s).

Fiscal Impact
Grants from the agencies make the Capital Improvement Program at the Airport financially feasible and leverage funding.

Attachment(s)
N/A
RESOLUTION NO. 20-09

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

WHEREAS the Authority desires to authorize the filing of grant applications including agreeing to all understandings and assurances contained therein; and, authorizing the acceptance and execution of any Federal Aviation Administration (FAA) or other Federal agency, State of Arizona, Arizona County or Arizona Local Municipal grant offer(s), applied for or received between July 1, 2020 and June 30, 2021 by the chair of the Authority, the Executive Director/CEO, Deputy Director/COO or Chief Financial Officer /CFO;

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

The Board of Directors of the Authority hereby authorize the filing of grant applications including agreeing to all understandings and assurances contained therein; and, authorizing the acceptance and execution of any Federal Aviation Administration (FAA) or other Federal agency, State of Arizona, Arizona County or Arizona Local Municipal grant offer(s), applied for or received between July 1, 2020 and June 30, 2021 by the Chair of the Authority, the Executive Director/CEO, Deputy Director/COO or Chief Financial Officer/CFO. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 17th day of March, 2020.

Robert Stone, Chair

ATTEST:  APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board  Jill Casson Owen, Attorney
Board Action Item

Re: Resolution 20-10

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Authorization to Execute an Easement Agreement with Salt River Project (SRP) for the Southeast Power Link Electrical Transmission Line
Date: March 17, 2010

Proposed Motion

To authorize the Executive Director/CEO to sign an easement agreement with SRP for an electrical transmission line along the relocated Ellsworth channel.

Narrative

Due to significant growth and development in the southeast valley SRP is proposing additional power system facilities to provide additional electricity to the area. The proposed facilities are named the Southeast Power Link. Early coordination by SRP and Gateway staff allowed the relocation of the Ellsworth Channel design to incorporate development space for the proposed SRP facilities. SRP is proposing to purchase the approximately 80-foot by approximately 3000-foot easement for $915,559.20. Based on a review of the surrounding land costs the proposed price is deemed reasonable.

Fiscal Impact

The funds received from the easement purchase will go into the general fund of the Airport.

Attachment(s)

SRP Offer Letter and Easement
RESOLUTION NO. 20-10

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

WHEREAS the Authority desires to authorize the Executive Director/CEO to sign an easement agreement with Salt River Project (SRP) for an electrical transmission line along the relocated Ellsworth channel;

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

The Board of Directors of the Authority hereby authorizes the Executive Director/CEO to sign an easement agreement with Salt River Project (SRP) for an electrical transmission line along the relocated Ellsworth channel. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 17th day of March, 2020.

________________________________________________________________________

Robert Stone, Chair

ATTEST: APPROVED AS TO FORM:

________________________________________________________________________

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB350
PO Box 52025
Phoenix, Arizona 85072-2025

AFFIDAVIT EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)

HIGH VOLTAGE EASEMENT

Maricopa County
Parcel # 304-35-016C, 012B, 011H
N ½ SEC. 28, T01S, R07E

R/W #: Agt: AD
Job # LJ69951
W_________ C _________

PHOENIX MESA GATEWAY AUTHORITY,
an Arizona joint powers airport authority

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee’s employees, contractors, co-owners, participants, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain: a line or lines of poles, towers, or other supporting structures; conductors, cables, wires, communication and signal lines; guys, anchorage, crossarms, braces, transformers, vaults, manholes, and pad-mounted equipment; underground conduits, conductors, pipes, cables, wires; fiber optic, microwave, and antennae for communication or data transmission purposes; and other appliances, appurtenances, and fixtures (collectively, “Facilities”) for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or in the future deem convenient or necessary from time to time, together with the unrestricted right of vehicular and pedestrian access to, from, over, across, and along the Easement Parcel, including without limitation at any intersection of the Easement Parcel and a public road or right of way (collectively, the Easement).
The lands in, upon, over, across, and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly depicted and described as:

**Easement Parcel:**

SEE EXHIBIT “A”, attached hereto and incorporated herein with this reference

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is given that the location of underground electrical conductors and other facilities must be verified as required by the Arizona Blue Stake Law, A.R.S. Sections 40-360.21-32, prior to any excavation. Notice is also given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, A.R.S. Sections 40-360.41-45.

The Easement is governed by the following terms and conditions:

1. **Use Approval Procedures.** Grantor may, with the prior written consent, which may be granted or denied through the exercise of Grantee’s sole discretion, use (or permit third party use of) the Easement Parcel for specific purposes. Prior to the commencement of any construction or other development activity on, or any other use of the Easement Parcel, Grantor shall provide Grantee with plans describing Grantor’s proposed use. Such plans shall include without limitation all construction and other development plans showing all proposed improvements to be located within, and activities to be conducted on the Easement Parcel, or any proposed alterations thereto. Grantor shall further obtain Grantee’s written consent, in accordance with the provisions of this paragraph 1, for any use of the Easement Parcel in existence as of the recordation date of this Easement. Any Grantee consent to the use of the Easement Parcel shall be documented in writing and is hereby subject to all such uses complying with Grantee’s clearance, access, and construction standards, as well as National Electrical Safety Code (NESC), Arizona law, Federal law (including OSHA), and all other applicable rules, codes or regulations.

2. **Development Standards.** Unless agreed to in writing in each instance, the entirety of the Easement Parcel shall be drivable by Grantee’s line maintenance vehicles. Any and all below-ground facilities located within the Easement Parcel shall be designed to meet Grantee’s then current minimum loading standards. As of the recordation date, such below-ground facilities must be designed to withstand a minimum loading of 320 pounds per square inch (PSI) applied to the ground surface under a crane outrigger pad measuring 27 inches in diameter. Notwithstanding anything herein to the contrary, under no circumstances may any use of the Easement Parcel (by Grantor or any third party) interfere with Grantee’s right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

3. **Prohibited Activities.** Without limiting Grantee’s approval rights under paragraph 1 above: (i) Grantor shall not construct, install or place, or permit to be constructed, installed or placed, any building or other structure, plant any trees, drill any well, store materials of any kind, alter the ground...
level, or allow the installation of utilities or private or public roadways within the Easement Parcel, or its associated airspace; and (ii) no plants may be installed within the Easement Parcel unless such plants are drive-over ground cover from Grantee’s list of plants approved for use within easements and installed at locations prior approved in writing by Grantee. Notwithstanding the provisions of this paragraph 3, Grantor may obtain prior written approval from Grantee, in accordance with the requirements of paragraph 1, to grade within the limits of the Easement Parcel.

4. **Fences.** Grantee, at its expense, may construct, modify, and maintain access openings, at such locations and of such dimensions as solely determined by Grantee, in all existing fences and walls across or within the Easement Parcel and may construct, maintain, and use gates in all existing walls and fences. If Grantor constructs fences or walls across the Easement Parcel, Grantor shall, at its expense, provide Grantee with openings at locations and of such dimensions as solely determined by Grantee. Grantor, at its expense, may install gates across such openings and, if such gates are locked, shall install a multiple locking device, accessible by both Grantor and Grantee. Nothing set forth in this paragraph 4 restricts or otherwise modifies Grantee’s approval rights under paragraph 1, and Grantor shall obtain prior written approval for any existing or proposed fences and walls within the Easement Parcel.

5. **Vegetation.** Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel, whenever in its judgment the same shall be necessary for Grantee’s use, operation or maintenance of, or access to the Facilities, or for safety or system reliability reasons.

6. **Perpetual Nature of Easement.** The Easement, and Grantee’s rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledge by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

7. **Successors and Assigns.** The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns. Grantee shall have the right to assign the Easement, in whole or in part, to one or more assignees and, upon the assignment, any such assignee hereby assumes the rights and obligations of the Grantee hereunder with respect to the portion of the Easement assigned.

8. **Rights and Remedies Cumulative.** The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

9. **Private Use.** The provisions of this Easement Agreement are not intended to and do not constitute a public utility easement or any other grant, dedication, or conveyance for public use of the Easement Parcel.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**
IN WITNESS WHEREOF, PHOENIX MESA GATEWAY AUTHORITY, an Arizona joint powers airport authority, has caused its name to be executed by its duly authorized representative(s), this _____ day of _______________, ________.

PHOENIX MESA GATEWAY AUTHORITY,
an Arizona joint powers airport authority

By ___________________________________

Its: ___________________________________

State of Arizona   )
 ) ss
County of Maricopa )

The foregoing instrument was acknowledged before me this _____ day of _______________, ________, by __________________, _____________________ of PHOENIX MESA GATEWAY AUTHORITY, an Arizona joint powers airport authority, on behalf of such company.

My Commission Expires: _______________________________

Notary Public

__________________________

(Notary Stamp/Seal)

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).
Exhibit A

Legal Description of Easement Parcel
Via E-mail and Regular Mail

January 27, 2020

Bob Draper, PE, LEED AP, CM
Engineering & Facilities Director
Phoenix-Mesa Gateway Airport Authority
5835 South Sossaman Road
Mesa, Arizona 85212-6014

RE: Salt River Project, Southeast Power Link 230kV Transmission Line Project
Assessor Parcel Number: 304-35-011H; 016C; 12B, Maricopa County

Dear Mr. Draper:

As you know, Salt River Project is planning to construct a new double circuit 230kV transmission line that will increase the reliability of Salt River Project’s (SRP’s) electrical system, serve new electric growth, and support economic development in the southeast region of SRP’s service territory. This line will transport power between the existing Santan-Browning transmission line near Loop 202, north of Elliot Road and the permitted Abel-Pfister-Ball transmission line at Crismon and Ryan Roads. In order to facilitate the line, it will be necessary to acquire an easement across a portion of your property located on the south side of SR-24 and the west side of Ellsworth Road. The easement is 80 feet wide, approximately 3,000 feet in length and non-exclusive in nature.

One of the first steps in the acquisition process is to have the easement appraised. SRP’s internal staff appraiser has reviewed comparable sales data in this area to arrive at a conclusion of value. Based upon the valuation data, SRP hereby offers the amount of $915,559.20 to purchase SRP’s standard form of easement. This figure represents fair market value and has been approved by SRP as just compensation for the required easement. A breakdown of this offer is as follows:

\[
\text{Easement:} \\
254,322 \text{ square feet} \times \$4.00 \text{ per square foot} \times 90\% = \$915,559.20
\]

Total \$915,559.20

If this offer is acceptable to you, please have the appropriate person from your firm sign the enclosed easement before a notary public and return it to me in the self-addressed postage-paid
envelope I have provided. Upon receipt of the signed and notarized easement, an escrow will be established. As a matter of policy, SRP will pay the escrow and recording fees.

If you have any questions or would like additional information, please contact me by telephone at (602) 236-3220, or by e-mail aaron.dick@srpnet.com.

Sincerely,

[Signature]

Aaron Dick  
Senior Land Management Agent

Enc. Easement  
Return Envelope
Board Action Item

To: Board of Directors
From: Matt Nebgen, Gateway Aviation Services Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Supplementary Purchase of Unleaded and Diesel Fuel – State Contract Vendors
Date: March 17, 2020

Proposed Motion
To authorize the purchase of unleaded and diesel fuel from the lowest priced State contract vendor at market prices for Airport Authority use and resale in the amount of $100,000.

Narrative
Gateway Aviation Services provides aircraft fuel and ground handling services to tenants and users, including fuel for ground vehicles. Gateway Aviation Services’ required fuel types are unleaded and diesel #2 clear. This amendment is needed because we will exhaust the existing FY20 PO dollar amount totaling $335,183. This purchase will be offset by the corresponding revenue from Cost of Goods Sold. The additional amount is estimated to provide fuel for the remaining 2020 fiscal year.

As a qualified participant of the Arizona Department of Administration State Procurement Office (ADSPO), Phoenix-Mesa Gateway Airport Authority (PMGAA) is able to procure goods and services under State contracts. The State has currently contracted with Senergy Petroleum, LLC for bulk fuel.

Fiscal Impact
This purchase was included in the FY20 operating budget and is funded under Cost of Goods Sold.

Attachment(s)
N/A
RESOLUTION NO. 20-11

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

WHEREAS the Authority desires to authorize the purchase of unleaded and diesel fuel from the lowest priced State contract vendor at market prices for Airport Authority use and resale in the amount of $100,000;

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

The Board of Directors of the Authority hereby authorizes the purchase of unleaded and diesel fuel from the lowest priced State contract vendor at market prices for Airport Authority use and resale in the amount of $100,000.

Passed and adopted by the Authority this 17th day of March, 2020.

Robert Stone, Chair

ATTEST:  
Misty Johnson, Clerk of the Board

APPROVED AS TO FORM:

Jill Casson Owen, Attorney
Board Action Item

To: Board of Directors
From: Shea Joachim, CEcD, Business Development Director
Through: J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Mesa SkyBridge, LLC, Master Development Agreement Amendment
Date: March 17, 2020

Proposed Motion
To authorize an Amendment 4 to the Master Development Agreement with Mesa SkyBridge, LLC for the Gateway Aerospace Park generally located at the southeast corner of Sossaman Road and Velocity Way to modify the outside contingency date with respect to the FONSI. The effective date of this Amendment 4 is March 18, 2020.

Narrative
Mesa SkyBridge, LLC (“SkyBridge”) was chosen as the Master Developer for the Gateway Aerospace Park (“Park”) and the Phoenix Mesa Gateway Airport Authority (“PMGAA”) Board approved a Master Development Agreement (MDA) in November 2017. The MDA is a 49-year agreement that outlines a series of obligations and deadlines for both PMGAA and SkyBridge related to the development of the Park.

Amendment 2 and 3 Review
In June 2019 the PMGAA Board approved Amendment 2 to the MDA which amended the Outside Contingency Date and made SkyBridge’s submittal of the Additional Deposit and the procurement of Pollution Liability Insurance subject to the issuance of a Finding of No Significant Impact (“FONSI”) by the Federal Aviation Administration (“FAA”). At the time, both PMGAA Staff and SkyBridge believed the FONSI would be issued no later than September 30, 2019.

In October 2019 the PMGAA Board approved Amendment 3 to the MDA which pushed the Outside Contingency Date to March 30, 2020 due to delays with the review and approval of the FONSI.

Section 5 – Outside Contingency Date
The Outside Contingency Date stipulates that all Post-Closing Conditions must be satisfied by March 30, 2020. The delay in the issuance of the FONSI is by no fault of SkyBridge or PMGAA. PMGAA Staff proposes amending the Outside Contingency Date to May 30, 2020 to provide additional time for SkyBridge to receive the FONSI.

The proposed amendment further delays SkyBridge’s procurement of Pollution Liability Insurance and their submittal of the Additional Deposit.

Attachment(s)
MDA Amendment 4
RESOLUTION NO. 20-12

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

WHEREAS the Authority desires to authorize an Amendment 4 to the Master Development Agreement with Mesa SkyBridge, LLC for the Gateway Aerospace Park generally located at the southeast corner of Sossaman Road and Velocity Way to modify the outside contingency date with respect to the FONSI. The effective date of this Amendment 4 is March 18, 2020;

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 4 to the Master Development Agreement with Mesa SkyBridge, LLC for the Gateway Aerospace Park generally located at the southeast corner of Sossaman Road and Velocity Way to modify the outside contingency date with respect to the FONSI. The effective date of this Amendment 4 is March 18, 2020. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 17th day of March, 2020.

Robert Stone, Chair

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
Phoenix-Mesa Gateway Airport Authority
Fourth Amendment to Master Development Agreement

This FOURTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT ("Amendment 4") is executed to be effective as of March 18, 2020, by and between the PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, authorized under the laws of the State of Arizona, its successors and assigns ("Authority"), and MESA SKYBRIDGE, LLC, an Arizona limited liability company ("Developer"). This Amendment 4 hereby amends that certain Master Development Agreement between Authority and Developer dated and effective on November 21, 2017, as amended by that certain First Amendment to Master Development Agreement dated June 1, 2018, that certain Second Amendment to Master Development Agreement dated July 1, 2019, and that certain Third Amendment to Master Development Agreement dated October 15, 2019 (collectively, “MDA”) with respect to that certain real property at the Airport located at the Southeast Corner of Sossaman Road and Velocity way and described as the Gateway Aerospace Park, which property is more particularly described and defined in the MDA as the “Park Property”. Authority and Developer may be referred to jointly as “Parties,” and each separately may be referred to as a “Party.”

WITNESSETH

WHEREAS, Section 5 of the MDA required satisfaction of four Post-Closing Conditions on or before May 1, 2019, pursuant to which Developer was to obtain Authority approval and Third-Party Approvals, as applicable, of the Initial Master Plan, the Park Property Governance Documents, and the Community Involvement Plan by May 1, 2019; and

WHEREAS, the Initial Master Plan was originally submitted for Authority’s review in March 2018. After several rounds of revisions, the Initial Master Plan was approved by the Authority on March 19, 2019 by unanimous approval of resolution 19-17. However, Authority’s approval of the Initial Master Plan was subject to the future issuance of a Finding of No Significant Impact (“FONSI”) by the FAA;

WHEREAS, Developer has advised Authority that it expects the FAA to issue a FONSI no later than May 30, 2020;

WHEREAS, the Parties understand that the Post-Closing Condition of the approval of the Initial Master Plan is outstanding and will not be fully satisfied until the FAA issues a FONSI;

WHEREAS, Exhibit D, Item (5) MDA provides that Developer shall procure Pollution Legal Liability Insurance within thirty (30) days of the issuance of a “Finding of No Significant Impact” by the FAA;
WHEREAS, Section 12(c) of the MDA provides that Developer shall submit to Authority an Additional Deposit of $203,207.50 within five (5) Business Days following the issuance of a “Finding of No Significant Impact” by the FAA;

WHEREAS, Authority and Developer desire to enter into this Amendment 4 in order to modify the MDA as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment 4 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. All of the Recitals set forth above are incorporated into this Amendment 4 by this reference.

2. SECTION 5 is hereby amended to change the Outside Contingency Deadline with respect to Section 5(a), Initial Master Plan and Section 5(d), Third-Party Approvals, to May 30, 2020.

3. Developer warrants and represents to Authority that: (i) all necessary actions have been taken to authorize the execution of this Amendment 4 by Developer; (ii) the persons who have executed this Amendment 4 on behalf of Developer are duly authorized to do so; and (iii) this Amendment 4 constitutes a legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms and the terms of the MDA.

4. In all other respects the MDA shall remain unchanged and in full force and effect. The MDA, as amended by this Amendment 4 shall continue to be binding upon the Authority and Developer and their permitted successors and assigns.

5. All of the capitalized terms not otherwise defined in this Amendment 4 shall have the meaning ascribed to them in the MDA.

6. Developer recognizes and acknowledges that execution of this Amendment 4 shall in no way constitute a waiver by Authority of any other sums which may be due and owing to Authority or which hereafter accrue.
IN WITNESS WHEREOF, the Parties have entered into this Amendment 4 as of the date first set forth above.

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

By: ______________________________
Name: J. Brian O’Neill, A.A.E.
Title: Executive Director/CEO

FOR DEVELOPER:
MESA SKYBRIDGE, LLC, an Arizona limited liability corporation.

By: ______________________________
Name: Felipe Monroy Torres
Title: Chief Executive Officer
Board Action Item

To:        Board of Directors
From:      Margi EvanSon, Operations & Maintenance Director
Through:   Scott Brownlee, Deputy Director/COO
          J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject:   Frequentis - CIP 872
Date:      March 17, 2020

Proposed Motion
To authorize the purchase from Frequentis USA, Inc. for the installation and integration of smartMET in an amount not to exceed $68,000.

Narrative
At present there is one wind sensor that is located at mid-field that provides instantaneous wind speed and direction to the Air Traffic Control Tower (ATCT) to relay to pilots. Due to the runways being nearly two miles long, the mid-field wind sensor does not accurately capture the wind conditions at the ends of the runways. Accurate reporting of the wind condition is a vital safety factor for landing and departing aircraft.

The purchase of the Frequentis smartMET system will provide a numerical and graphical display of the three new wind sensors, one at each end of the runways and one at mid-field, simultaneously that are being installed as part of Project 872. The smartMET display system will also display the required back-up temperature/dew point and atmospheric pressure readings. Availability of this meteorological data supports controller awareness.

Project procurement is sole source due to the compatibility of existing equipment and Frequentis smartTOOLs systems in the ATCT. This new technology integrates with our existing devices, software and hardware. Frequentis USA, Inc. is the manufacturer and distributor of their products and only source for their products. The requested amount includes taxes not included in the quote. Frequentis does require 50% down at time of order.

Fiscal Impact
This expenditure is included in the FY20 capital budget for Project 872.

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

WHEREAS the Authority desires to authorize the purchase from Frequentis USA, Inc. for the installation and integration of smartMet in an amount not-to-exceed $68,000;

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

The Board of Directors of the Authority hereby authorizes the purchase from Frequentis USA, Inc. for the installation and integration of smartMet in an amount not-to-exceed $68,000. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 17th day of March, 2020.

______________________________
Robert Stone, Chair

ATTEST:

Misty Johnson, Clerk of the Board

APPROVED AS TO FORM:

______________________________
Jill Casson Owen, Attorney
February 20, 2020

Phoenix Mesa Gateway Airport Authority
6263 South Taxiway Circle
Mesa, Arizona 85212-0919
Attn: Ron King

Subject: Phoenix Mesa Airport smartMET

Dear Mr. King,

As requested, Frequentis is pleased to provide the following Firm Fixed Price quote (RFQ), for a smartMET system, at Mesa Williams Gateway International Airport.

As requested, we have offered three options with the smartMET (Main) solution –

- Temperature/humidity(1), wind(3) and pressure sensors(1)
- Onsite installation support for the sensors
- Optional smartMET features –
  o MET (cloud ceiling, visibility and RVR) condition calculation and display
  o Weather Trend calculation
  o Runway direction & Status Control

The full scope of the offer is detailed in Proposal Section of this offer. Please also note page 10-11 of this letter, for the detailed assumptions and the offer breakdown. The terms and pricing included in this offer are in accordance with the General Terms and Conditions attached. Please do not hesitate to contact us if you have any further questions or concerns.

Following the order, we will need to schedule a meeting, at Frequentis USA’s facility to determine the desired configuration of the smartMET application.

Sincerely,

Leonard Swiontek
President of Frequentis USA
Leonard.Swiontek@frequentis.com
cc:
K.Tredway, S. Sami, J. Parker, D. Eier
Phoenix Mesa Airport smartMET system Proposal:

Main offer:

Our proposed solution for Phoenix Mesa Airport consists of a fully independent smartMET module and an information display system that presents meteorological and runway related information. It offers coordination functions for approach and tower controllers, by providing a combined view of different information sources fed directly from sensors. The system block diagram of the proposed solution is provided below:

![System Block Diagram]

Figure 1: Proposed System Block Diagram: Note that there are three wind sensors.
The smartMET provides a graphical HMI display that shows real-time sensor values at controller working positions. The HMI display is fully customizable, and it can provide an airport specific airfield overview, runway layout, and weather information display format. Some example layouts of the HMI are shown in the subsequent figures—

Figure 2: Example HMI Layout 1
Figure 3: Example HMI Layouts 2

In addition to the graphical and numerical display, the smartMET also provides a visual indication of the status of the data inputs, at the HMI info bar, by means of the various color codes depicted in the table below.

<table>
<thead>
<tr>
<th>STATUS</th>
<th>DESCRIPTION</th>
<th>BACKGROUND COLOUR CODING</th>
</tr>
</thead>
<tbody>
<tr>
<td>OK</td>
<td>System works fine, no errors</td>
<td>grey</td>
</tr>
<tr>
<td>ERROR</td>
<td>System indicates outdated value, no data update from input source</td>
<td>red</td>
</tr>
<tr>
<td>CHANGING</td>
<td>Value of this field was changed. Blinking can be stopped by clicking on the field (relevant for QNH and ATIS)</td>
<td>Flashing Black / White</td>
</tr>
</tbody>
</table>

Table 1: Sensor Data Input Status
At MESA Airport the smartMET will be configured to display various weather information. The weather information will be obtained from various MET sensors, interfaced with the system. A brief description of the weather features available in the Mesa smartMET system is provided in subsequent sections.

- **Cloud base/layers and visibility information:**

  The system derives the cloud heights by interfacing with the Ceilometer and displays the lowest cloud base together with the appropriate abbreviation related to that cloud coverage. The cloud coverage is reported by the number of 'oktas' (eighths) of the sky that is occupied by clouds. The cloud coverage abbreviation is shown in the table below –

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEW (few)</td>
<td>No clouds detected</td>
</tr>
<tr>
<td>SCT (scattered)</td>
<td>1-2 oktas</td>
</tr>
<tr>
<td>BKN (broken)</td>
<td>3-4 oktas</td>
</tr>
<tr>
<td>OVC (overcast)</td>
<td>5-7 oktas</td>
</tr>
<tr>
<td>VV (vertical visibility)</td>
<td>If the cloud coverage could not be measured due to heavy precipitation, but the height of the cloud base was measurable</td>
</tr>
</tbody>
</table>

*Table 2: Cloud Coverage Abbreviation*

The smartMET can display cloud heights at specific runway locations, if this runway specific information is provided from the sensor.

The smartMET can directly present visibility or Runway Visual Range (RVR) values, (if provided from the sensors) on the runway graphic at the measured location. Usually there are three measurement locations:

- Touch down zone
- Mid-Point zone
- End Point zone

It is possible to display the received Meteorological Optical Range (MOR) value, a 10-minute average RVR value as calculated for a METAR report, or a 1-minute average RVR value. An example visibility (RVR) information display is shown in the figure below –
- **Temperature, dew point and pressure information:**

  The current temperature, dew point, and atmospheric pressure (QNH/QFE) is derived from the temperature/humidity sensor and the digital barometric pressure sensor. This information is typically displayed at the HMI info bar. An example of this information is shown below –

  ![Example RVR value](image)

  *Figure 4: Example RVR value*

  1010 | TL 50 | T 16° | DP 8°

  *Figure 5: Example Temp, Dew point and Pressure (QNH)*

  The barometric pressure is displayed either as QNH and QFE (if required). The information is typically displayed as "Hectopascal (hpa)," but it can be switched to "Inch/Mercury (inHg)" or "mm/Mercury (mmHG)". The temperature and dew point are displayed either as "Celsius" or "Fahrenheit".

- **Wind indicators (graphical and numerical)**

  The Airport wind sensors provides the input for smartMET wind display. The wind information can be presented as either a circular wind rose indicator or wind field. Both of these presentations can be customized to specific airport needs. The available wind information features are:

  - Instant speed and direction values
  - 2-minute average speed and direction values
  - 10-minute average speed and direction values
  - Minimum wind speed
  - Maximum wind speed
  - Variation
  - Headwind, crosswind and tailwind component

  Both the wind rose style presentation and the wind field style presentation provide information in a graphical and numerical manner. The graphical representation gives the controller a quick overview about the situation; detailed values are presented in the numerical fields. Some example wind indicator presentations are provided in the figure below –

  ![Wind presentation](image)
Figure 6: Example Wind Indicators

- **General Information**

  In addition to the specific weather information, the proposed smartMET can provide the following generic information, in the HMI info bar –
  - Date
  - Time
  - Sunset/Sunrise

**Option Package 1 and 2:**

In our main offer, we assumed that the MET sensors will be provided by the airport. However, we have included an optional sensors package (option 1), if the Airport wishes us to provide the sensors as well. The optional package includes the following items –

- Temperature and Humidity sensor
- Wind sensor
- Barometric Pressure sensor

The options package includes a standard mounting accessories for installation. However, additional accessories and cabling (not included) will be required to install the sensor in specific Airport chosen locations (not offered). These accessories can be purchased separately once site specific installation details are finalized. The datasheets for the offered sensors are included in attachment 1,2 and 3.
Option package 2 includes 4-5 days installation support on site for the sensors. The package covers the labor, travel, and accommodation for Frequentis Engineer.

Option Package 3:

In the final option, we have offered three feature enhancements for the smartMET solution. These enhancements are –

- **MET Condition (Flight Rules) Calculation & Display**

  The MET Condition, (flight rules) calculated by the system, is based on the cloud ceiling, visibility and RVR values (when provided), as well as an adaptable time range around sunrise and sunset. There are predefined rules with configurable threshold values. Below are some examples of the MET condition/rules:

  - VMC VIS >= 5km and ceiling >= 1500ft
  - IMC VIS < 5km
  - LVP Cat II/III RVR TDZ <= 800m or CEILING <= 200ft

      | Criteria                              | Category   |
      |---------------------------------------|------------|
      | VIS >= 5 km                           | VMC        |
      | VIS < 5 km                            | IMC        |
      | RVR TDZ <= 800 m or CEILING < 200 ft  | LVP CAT II/III |
      | VIS 5000-99999 m BETWEEN(SUNRISE+30|SUNSET-30) | VMC        |

*Table 3: Example MET Condition*

- **Weather Trend Calculation**

  This feature indicates changes (trend arrows) of values like QNH, temperature, clouds, RVR, or visibility. For example, the HMI info bar depicts a downward trend arrow when the cloud coverage increases, the cloud base lowers, or when temperature and pressure drop.

  ![Figure 7: Example Weather Trend Display](image-url)
- Runway direction & Status Control

This feature provides the following Runway information, configurable by the controller.
- Direction of runway in use
- Status of runway (blocked, in use - left / right)

The runway direction is indicated by an arrow at the touch down zone, and the runway designator can be found in this area. For the proposed smartMET system at Mesa, the runway direction will be set manually, however it can be automatically synchronized by interfacing with the smartATIS (interface not offered as requested). Access Rights can be applied to restrict this control function for specific roles.

The runway status (in use, blocked, out of use, special working condition) is indicated through visual color codes (such as red, yellow, grey). Example runway status indication is shown in the figures below.

Figure 8: Example Runway in Use

Figure 9: Example Runway Blocked

Figure 10: Example Runway Out of Use
# Phoenix Mesa Airport smartMET Scope of Delivery:

<table>
<thead>
<tr>
<th>Item</th>
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<th>Qty</th>
<th>Total Price</th>
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<td></td>
<td>- One PC position</td>
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<td></td>
<td>- Three displays</td>
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<tr>
<td>1.3</td>
<td>Interface to ceilometer and visibility sensor</td>
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<td></td>
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<td>1.4</td>
<td>Interface to pressure sensor</td>
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<td>1.5</td>
<td>Interface to temperature SENSOR</td>
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<td>1.6</td>
<td>Interface to wind sensor</td>
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<td></td>
<td><strong>Services</strong></td>
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<td>2.1</td>
<td>Program Management and System Engineering services</td>
<td>1</td>
<td>Included</td>
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<tr>
<td>2.2</td>
<td>System Configuration Document</td>
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<td><strong>Installation and Testing</strong></td>
<td></td>
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<tr>
<td>3.1</td>
<td>Installation and testing on Site</td>
<td>1</td>
<td>$10,900.00</td>
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<tr>
<td></td>
<td>- 3/4 days on site</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Travel and accommodation for Frequentis engineer is included</td>
<td></td>
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<tr>
<td></td>
<td><strong>Total Price</strong></td>
<td></td>
<td>$62,397.73</td>
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**Option 1: Sensors**
- One: Temperature/Humidity - standard (VAISALA HMP155)
- Three: Wind Sensor - Ultrasonic Standard (VAISALA WINDCAP WMT700)
- One: Digital Barometer - Standard Class A (VAISALA PTB330)
- Sensor accessories, Mounting Adapters for WMT700 & HMP 155 x3, & Bird Prevention Kit for WMT700 x3, Radiation Shield for HMP 155, and a basic cable package |

**Option 2: Sensor Installation**
- Sensor Installation and testing on Site |
- 4/6 days on site  |
- Travel and accommodation for Frequentis engineer is included  |

**Option 3 Additional Tools**
- smartMET - Flight Rules Calc. & Display  |
- smartMET - Weather Trend Calculation  |
- smartMET - Runway Dir. & Status Control  |
- Additional testing and configuration  |
**Assumptions:** The following assumptions were made in preparation of this offer:
- We assume, unless option 1 is selected that Phoenix Mesa Airport has acquired the following VAISALA Sensors (Wind, Ceilometer & Visibility, and Pressure & Temp.).
- We assume that the wiring will be done by the client. (Wiring between ATIS System and Sensors.)
- The first option package includes standard mounting accessories for installation. However, additional accessories and cabling (not included) will be required to install the sensor in specific Airport chosen locations (not offered). Should they be needed these accessories can be purchased separately once site specific installation details are finalized.

**Functionality:** Functionality specifically in Frequentis user manual / product documentation is available with respect to installed board types and quantities.

**Validity:** The offer is valid until May 19, 2020.

**Pricing:** Prices are quoted in USS, and do not include any taxes. Maryland sales tax will be added unless customer provides tax exempt certificate/number. Where applicable, for international offers, VAT is not included.

**Payment Terms:** 50% at Purchase Order award, 50% following system installation.

**Warranty:** Frequentis warranty-12 Months from receipt of delivery. Please see attached terms and conditions for more information.

**Training:** No training is included. Prices for Training can be provided upon written request.

**Installation:** SmartMET installation services are included in the main offer. Sensor installation support is included under option two.

**Delivery Schedule:** Typical delivery is 8 months after contract award and receipt of payment upon order placement (if applicable), FOB Columbia, Maryland, USA (according to INCOTERMS 2010).

**Terms and Conditions:** See “Frequentis Terms and Conditions” section of this offer. No other terms shall apply. Purchase Order must reference the offer number/date.

The names of the suppliers and their specific products quoted in our technical solution are for information purposes only and they can be replaced at FREQUENTIS discretion by providing a supplier/product with the same functionality as offered.
# History Chart

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<th>Date</th>
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<th>Cause of Change</th>
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## FREQUENTIS QMS PROCESS ASSET APPROVAL SIGN-OFF

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<th>Function</th>
<th>Signature</th>
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<tbody>
<tr>
<td>Carol Fox</td>
<td>Configuration Manager</td>
<td>Carol Fox</td>
<td>4/12/2018</td>
</tr>
<tr>
<td>James Perry</td>
<td>Quality Assurance Manager</td>
<td>James Perry</td>
<td>4/12/2018</td>
</tr>
<tr>
<td>Ed O'Malley</td>
<td>Senior Contracts Manager</td>
<td>Ed O'Malley</td>
<td>4/12/2018</td>
</tr>
<tr>
<td>Leonard Swiontek</td>
<td>President</td>
<td>Leonard Swiontek</td>
<td>4/12/2018</td>
</tr>
</tbody>
</table>
GENERAL TERMS AND CONDITIONS OF SALE

1 GENERAL AND DEFINITIONS

1.1. These General Terms and Conditions of Sale (hereinafter “GTCS”) govern transactions by which Buyer purchases Hardware, Software and/or Services from Frequentis USA, Inc.

1.2. This GTCS follows these conventions unless the context otherwise requires:
   a) the singular includes the plural and vice versa;
   b) reference to a gender includes the other gender and the neuter; and
   c) the headings are for ease of reference only and shall not affect the interpretation or construction of this GTCS.

1.3. Unless the context otherwise requires, the following expressions in capitalized letters shall be defined as follows:

<table>
<thead>
<tr>
<th>Acceptance:</th>
<th>Buyer’s acknowledgement of the completion of the Work in accordance with the Statement of Work.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachments:</td>
<td>Additional terms and conditions for the Work to be supplied (e.g., technical descriptions or specifications, delivery schedules, etc.) contained in documents attached to the Offer.</td>
</tr>
<tr>
<td>Buyer:</td>
<td>Purchaser of Frequentis Work under the corresponding Order.</td>
</tr>
<tr>
<td>Documentation:</td>
<td>All written material to be provided by Frequentis to Buyer in accordance with the Order.</td>
</tr>
<tr>
<td>Frequentis:</td>
<td>Frequentis USA, Inc8661 Robert Fulton Drive, Ste. 100 Columbia, MD 21046, or its legal successors.</td>
</tr>
<tr>
<td>Frequentis Technology:</td>
<td>Frequentis Hardware, Software, Documentation, technology, and/or direct products thereof</td>
</tr>
<tr>
<td>Hardware:</td>
<td>All equipment and components thereof to be delivered by Frequentis in accordance with the Order.</td>
</tr>
<tr>
<td>Offer:</td>
<td>Frequentis quotation, proposal, or bid, together with all Attachments, presented to the Buyer.</td>
</tr>
<tr>
<td>Order:</td>
<td>A written contract authorized and signed by the Buyer, and accepted by Frequentis in writing placing an order based on the Offer.</td>
</tr>
<tr>
<td>Party/Parties:</td>
<td>Individually Frequentis or the Buyer; jointly are referred to as “the Parties”.</td>
</tr>
<tr>
<td>Project Solution Description:</td>
<td>Describes the Frequentis technical solution offered.</td>
</tr>
<tr>
<td>Seller:</td>
<td>Frequentis USA, Inc.</td>
</tr>
<tr>
<td>Services:</td>
<td>All services to be rendered by Frequentis to the Buyer according to the Order.</td>
</tr>
<tr>
<td>Software:</td>
<td>The executable object code version of the software to be delivered to the Buyer, including agreed software documentation and firmware.</td>
</tr>
</tbody>
</table>
Statement of Work (SOW): Defines the scope of the Work to be performed by Frequentis. It includes tasks to be performed, schedule, acceptance criteria, conditions, as well as standards and procedures related to the performance of the Work by Frequentis and/or Buyer responsibilities as described or referred to in the Offer.

Technical Specification: The system specification, and technical requirements mutually agreed under the Order and the Project Solution Description last delivered by Frequentis to Buyer as part of its Offer.

Work: All Hardware, Software, and Services or parts thereof to be supplied by Frequentis to the Buyer according to the Order.

1.4 If there is a conflict among the terms of this GTC, the Offer, the Attachments and the Order, the following order of prevalence shall apply: 1) the Order accepted by Frequentis, 2) the Offer, 3) the Attachments, 4) the GTCs.

*Any standard conditions of the Buyer or reference to its terms and conditions are not valid unless approved in writing by Frequentis.*

## 2 PRICE AND PAYMENT

2.1 All prices are exclusive of any duties, taxes, including but not limited to federal, state, and local sales, withholding, excise, value added, or goods and services taxes, and any other taxes, levies, fees, royalties or charges unless otherwise specified in the Offer. Any and all taxes, levies, fees, royalties, or charges will be paid by the Buyer when due unless otherwise specified in writing. The Buyer agrees to indemnify and hold Frequentis harmless for any tax liability in connection with the Order or the execution thereof, as well as the collection or withholding thereof, including penalties and interest thereon.

2.2 All payments shall be made by ACH electronic funds transfer, by wire to an account designated by Frequentis, or in check form, in US Dollars (USD), to Frequentis USA, Inc., 8661 Robert Fulton Drive, Suite 100, Columbia, MD 21046. All payments are due and shall be made in full without deduction, counterclaim, withholding or offset within thirty (30) days of a submitted invoice. Each Party shall bear its own bank fees, as applicable.

2.3 Unless contested in good faith, payments received more than fifteen (15) days after the due date of the invoice will incur a late-payment charge in the amount of the lesser of one and one-half percent (1.5%) of the unpaid balance or the applicable limit (if any) set by law for each month or fraction thereof that such balance shall remain unpaid.

2.4 Frequentis shall be paid in accordance with the payment schedule attached to the Offer.

2.5 Costs associated with any standards, regulations, technical requirements, special documentation or any specific type of approvals of Buyer or from Buyer’s country, other than those explicitly mentioned in the Work definition or in any other document of the Offer, are not included in the price.

2.6 Nothing in the Order shall be construed to require Frequentis to provide any portion of the Work if Buyer is delinquent in its payment in accordance with this Article 2.1.

2.7 Frequentis reserves the right charge additional costs incurred and/or adjustment to the delivery schedule if the Buyer has not fulfilled its obligations in accordance with the Order.
3 SHIPPING AND DELIVERY

3.1 Shipping terms are F.O.B. Frequentis, Columbia, MD in the United States and Ex-Works per Incoterms 2010 internationally. Frequentis will use its best efforts to ship on or before the estimated shipping dates indicated on the Order. Frequentis shall not, in any event, be liable for any delay or failure to deliver resulting from circumstances which are beyond the reasonable control of Frequentis.

3.2 Timely performance by Frequentis is conditional upon timely fulfilment of Buyer’s obligations set forth in the Order, including the provision of all items, documents and approvals to be furnished by Buyer in accordance with the Order, including any documents necessary for shipment, official permits to have the products supplied, if any, and the Services rendered and observance of the terms of payment.

3.3 The Order and the deliveries thereunder may be subject to the grant of the necessary export licenses. Frequentis will use all reasonable efforts to obtain such licenses and the Buyer, shall upon request of Frequentis, promptly provide all necessary documents. Frequentis rejects any responsibility or liability if license approval delays delivery beyond the estimated ship date or the license cannot be obtained. The delivery period stated in the Order shall start upon the grant of all necessary export licenses (if applicable). Any re-export of the Work requires the prior written approval of Frequentis. Unless otherwise expressly agreed in writing the Work shall not be re-exported to a third country other than the one stated in the Order.

4 INSPECTION/ACCEPTANCE

4.1 Shipments will be deemed to have been accepted by the Buyer upon delivery of said shipments to the Buyer unless rejected upon receipt in writing. Buyer shall perform all inspections and tests the Buyer deems necessary as promptly as possible but in no event later than seven (7) days after delivery of the Hardware and/or Software, at which time Buyer will be deemed to have irrevocably accepted the products. Any discrepancy in shipment quantity must be reported within seven (7) days after delivery.

4.2 Any product returned by Buyer due to Buyer’s fault/error may be subject to a restocking charge equivalent to 100% of the value of such product as specified in Frequentis’ invoice to Buyer.

4.3 Delays in acceptance shall not affect payment in accordance with Article 2.2.

5 WARRANTY

5.1 Frequentis warrants the Hardware and Software against defects in materials and workmanship, under normal use for a period of twelve (12) months after Acceptance or fifteen (15) months after shipment, whichever occurs first.

5.2 In case of any failure to meet the Technical Specification subject to normal use conditions, Frequentis shall rectify such failure free of charge during the warranty period. It is within Frequentis’ sole discretion to repair or replace the defective Hardware or part or component thereof.

5.3 The warranty period for third-party components (i.e. any item not manufactured by the Seller, but purchased by Seller and provided as part of an Order, such as radios, servers, monitors, headsets, handsets, foot switches, microphones, keyboards, software etc.) shall be in accordance with the third-party warranty, irrespective of the warranty period for the Frequentis hardware and shall not exceed the warranty period defined in Section 5.1. Third-party warranties shall pass through to the Buyer and the warranty period shall be the time period remaining following Frequentis receipt/acceptance of the third-party components. In no event shall any warranty extend beyond the period noted in Section 5.1.

5.4 Frequentis’ Software warranty obligations shall be fulfilled at Frequentis’ sole discretion either by telephone helpdesk support, remote login or on-site support. Corrections of Software failures by
Frequentis shall be performed within a reasonable time, taking into account the impact of the failure. Software failures have to be reproducible in order to be covered under warranty.

5.5 Frequentis’ warranty obligations do not cover natural wear and tear, Buyer furnished equipment or software, or damage owing to faulty or negligent handling by the Buyer or a third party, excessive strain, unsuitable materials for operation, deficient civil engineering work, environmental, chemical, electro-chemical, electro-magnetic, electrostatic, mechanical or electrical influences in excess to the stipulations of the agreed Technical Specification and such other influences as are customarily not associated with the use of electronic equipment.

5.6 Frequentis is not liable for any and all actions or (warranty) claims resulting from:

a) unauthorized alterations or changes to the Work; or

b) the combination, connection or addition of Software and/or Hardware not supplied or approved by Frequentis carried out by the Buyer or a third party; or

c) any actions by Buyer or a third party* not maintaining and/or operating the systems in accordance with the then applicable Frequentis Documentation.

* unless third party is certified by Frequentis for maintenance of Frequentis Work.

In such cases, any remaining warranty shall become null and void.

5.7 Unless specified otherwise in the Order, Buyer shall send, at its own cost, the defective Hardware, part or component thereof to the Frequentis’ designated facility and Frequentis will return, at its own cost, the repaired or replaced Hardware, part or component thereof to Buyer’s site. All other warranty procedures are in accordance with the applicable Frequentis manufacturer’s warranty. Each party will be responsible for following applicable import/export regulations in their respective countries and will provide support to the other as required for timely receipt of goods.

5.8 Any replaced or repaired product is warranted for the remainder of the initial warranty period.

5.9 To the fullest extent permitted by the applicable law, the warranty set forth herein is Buyer’s sole and exclusive warranty and is in lieu of all other warranties, expressed or implied, oral or written. FREQUENTIS HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.

6 LIMITATION OF LIABILITY

6.1 The Parties agree to indemnify and hold harmless the other Party from any and all claims, demands, losses, causes of action, damages, lawsuits, and judgments, including reasonable proven attorneys’ fees and costs, to the extent caused by the performance (or non-performance) associated with each Party’s obligations. In no event shall Frequentis’ liability exceed the amount actually paid to Frequentis under an Order, regardless of the form of action, whether in contract, tort or otherwise.

6.2 To the extent permitted by the applicable law, this liability clause represents the entire liability of Frequentis under or in connection with the Order and shall apply before and after termination or expiration of any contract concluded under the Order.

6.3 Frequentis will not be liable for any delay in delivery or installation, if part of the Services, if items are damaged or lost during transport despite Frequentis having applied all reasonable precautions, i.e., proper packaging and diligent selection of the forwarding agent(s).

UNDER NO CIRCUMSTANCES SHALL FREQUENTIS BE LIABLE TO THE OTHER PARTY OR ANY ASSOCIATED OR RELATED THIRD PARTY FOR LOSS OF DATA, OR DAMAGE TO DATA OR CONTENT, LOST OR ANTICIPATED PROFITS, CONSEQUENTIAL, INCIDENTAL, SPECIAL,
PUNITIVE, OR ANY OTHER TYPE OF INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE WORK PROVIDED UNDER THE ORDER.

7   FORCE MAJEURE

7.1 Cases of force majeure include, but are not limited to armed conflicts, terrorist acts, war, revolutions, serious destruction, explosion, fire, floods, severe weather, shortage of water, earthquake, epidemics, risk for Frequentis personnel in the country of the Buyer, quarantine restrictions, embargoes, obtaining necessary licenses, general boycott of systems to be exported or produced by Frequentis, strikes, lockouts, acts of government in either its sovereign or contractual capacity, freight-embargoes, UN-embargoes, legal proceedings which hinder, prevent or impede the performance by Frequentis hereto of any obligations herein, and any event beyond the reasonable control of either Party, and force majeure of a subcontractor. The affected Party shall inform the other Party without any unreasonable delay about a force majeure event and shall keep the other Party reasonably informed about the actual status during a force majeure case.

7.2 The Party affected by force majeure shall not be liable for the consequences of any failure to perform or default in performing an obligation under an Order, if failure to perform such obligation is caused by force majeure.

7.3 Where there has been a failure caused by force majeure, the said failure shall not be considered as a non-compliance with any term or condition of the Order. The time of performance of the obligations, which could not be performed due to force majeure, shall be extended adequately.

8   CONFIDENTIALITY

8.1 Each Party shall treat as confidential all information, data and documents that are marked confidential or proprietary and which it receives in performance of the Order and shall neither notify nor make available or transfer the same to third parties but shall only use the same for fulfillment of its activities under the Order. The existence and content of the Order may only be released to the end-customer to the extent required by the Buyer to meet their contractual obligations. Frequentis manufacturing and design documents, such as drawings, models and the like shall not be used by Buyer nor may they be offered or delivered to third parties without explicit, advanced, written authorization of Frequentis. All rights to such documents, in particular, intellectual property rights and copyrights, shall remain with Frequentis. The documents may only be used for the purposes of the Order. Both parties will use reasonable efforts to store and maintain the security of confidential information shared by the other party. Each party’s efforts to maintain confidentiality will be no less than those efforts that party makes to maintain the security and confidentiality of its own confidential and proprietary information. Confidential information shall be returned or destroyed upon the sharing party’s request.

8.2 If confidential information exchanged under the Order is categorized as classified matter, the relevant official and/or military security requirements shall be observed independent of and in addition to these confidentiality provisions. Each party is responsible and liable for its own observation and satisfaction of its applicable government security requirements.

8.3 Each Party may refer to an existing business relationship under the Order, and use the name or the logos only with the written prior consent of the other Party.

8.4 The confidentiality obligation shall exist for a period of five (5) years after completion of the Order.
9 INTELLECTUAL PROPERTY INFRINGEMENT

9.1 Frequentis shall fully indemnify the Buyer against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of patent, design, copyright or other intellectual property rights by the normal use or possession of the Work delivered by Frequentis under the Order, provided that the Buyer: i) promptly notifies Frequentis in writing of any infringement of which he has notice; ii) does not make any admission without Frequentis' written consent; and iii) allows Frequentis upon its request and at its expense to conduct and/or settle all negotiations and litigation, providing Frequentis all reasonable assistance.

9.2 The indemnity as per above Article 9.1, shall not apply where infringement or alleged infringement arises due to the Buyer's use of the Work with equipment or material not approved or provided by Frequentis or due to a modification of or alteration to the Work carried out without Frequentis' prior written consent.

9.3 If at any time any allegation or infringement of letters patent, registered design, copyright or other intellectual property rights is made in respect of any parts provided or for modifications made to the Work, Frequentis shall at its own expense and at its discretion:

a) either modify or replace such infringing portions of the Work to make them non-infringing, without detracting from the overall performance of the Work; or

b) procure to Buyer the right to continue using the Work containing such infringing portions.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 Buyer shall not acquire title to the intellectual property rights to any part of the Work including, without limitation, Frequentis' Software, embedded code, firmware or any third-party software and Documentation which may be supplied hereunder. All intellectual property rights, including but not limited to the right to patent, copyright, trademark, and design rights in the Work and Documentation arising and created under or in connection with the Order, shall remain at all times vested in Frequentis and/or its suppliers and licensors.

10.2 Buyer acknowledges that the Software and Documentation qualify as a "Commercial Item," as defined in Federal Acquisition Regulation ("FAR") (48 C.F.R.) Part 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as used in FAR 12.212.

10.3 Frequentis grants (or shall procure the grant) to Buyer:

a) Upon delivery of the Work: a non-exclusive, non-transferable right to use the Software in accordance with the Frequentis Software License Agreement and to the extent required for the proper installation, testing, trialing or conduct of the relevant Acceptance procedures for the purpose agreed in the Order and for no other purpose; such license shall expire three (3) months after delivery; and

b) Upon Acceptance: a non-exclusive, non-transferable, right to use the Software for the purpose agreed in the Order and for no other purpose; such license shall expire three (3) months after expiry of the warranty period; and

c) Upon full payment of the price: a non-exclusive, non-transferable, right to use the Software for the purpose agreed in the Order and for no other purpose; such license shall be granted perpetually, or expire as defined in the Order.

10.4 The Software may include third-party or open source components. The respective usage rights are governed solely by the terms and conditions that apply to it. A list of third-party and open source components, including the relevant terms and conditions of usage, can be found in the product
description and the user Documentation. The Buyer is obliged to keep any copyright notices. The Buyer may be required by Frequentis to enter into a separate license agreement.

10.5 With regard to any Documentation and Software, the Buyer undertakes not to disclose or make available any part or parts thereof to any third party without prior written consent of Frequentis, or make any reproductions/copies.

10.6 The Buyer is obliged to keep any copyright notices on any authorized copy made.

11 TRANSFER OF TITLE AND RISK OF LOSS

11.1 Title to the Work provided under the Order shall pass to Buyer upon full payment to Frequentis for the Work.

11.2 All risk of damage or loss to the Work provided under the Order shall remain with Frequentis based on delivery as FOB origin for U.S. shipments or Ex-Works per Incoterms 2010 for international shipments, or according to the specific delivery terms defined in the Order, at which time it shall pass to the Buyer.

12 ARBITRATION - DISPUTE RESOLUTION

12.1 The Parties agree to make good faith efforts to resolve any disputes initially through discussion between the Parties. All disputes under this Agreement that are not resolved by mutual agreement may be decided by recourse to an action at law or in equity.

12.2 Any controversy, dispute, or claim arising out of or relating to an Order shall be settled by compulsory, binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association’s Commercial Arbitration Rules in effect on the Effective Date. Arbitration shall be before a single arbitrator unless the parties otherwise agree in writing. If the Parties cannot agree upon an arbitrator within thirty (30) days after demand by either of them, either or both Parties may request the American Arbitration Association to appoint an arbitrator pursuant to R-12 of the Commercial Arbitration Rules effective on October 1, 2013. The parties agree that the arbitrator may determine all questions of arbitrability.

12.3 This GTCS and any controversy, dispute or claim arising out of or relating to an Order shall be governed by the Applicable Law in Article 14.

12.4 Any award issued may be vacated only on grounds available under the Maryland Uniform Arbitration Act. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

12.5 Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any dispute directly or indirectly arising out of or in connection with a contract under the Order.

12.6 The arbitral proceedings and any award issued shall be considered confidential.

13 ORDER CHANGES/TERMINATION FOR DEFAULT

13.1 Order Cancellation – The Buyer may request that the Order be changed, rescheduled or cancelled only by written request submitted to Frequentis. All such requests, unless related to a termination for default, shall be subject to written acceptance by Frequentis. Such acceptance shall be based upon an equitable adjustment to the Order due to the change or cancellation. Frequentis shall work on the original Order until written agreement between the Parties is reached.

13.2 Termination for Default - Except in the event of a delay due to a force majeure event according to Article 7 above, or causes beyond the reasonable control and without the fault or
negligence of either of the Parties, the affected Party will issue a written cure notice to the other Party citing default. Such cure notice shall include specific contract references citing non-performance. The party receiving the cure notice will have fifteen (15) days to provide a written plan to cure and ninety (90) days to cure the alleged breach.

If, after fifteen (15) days of receipt of such cure notice, the defaulting Party has not provided a written plan to cure, the affected Party may commence to terminate in whole or any part of the Order by issuing a written notice to terminate for default.

Such notice to terminate for default shall become effective if the defaulting Party does not cure or make reasonable efforts to cure such failure within a period of fifteen (15) days after receipt of the notice to terminate for default or such longer period as the affected Party may authorize in writing.

In the event of termination by Frequentis under this Article, Frequentis shall be entitled at its option, either to (i) receive from the Buyer the contractual price of the Work already delivered, plus all reasonable costs and profit of Frequentis and its subcontractors related to undelivered Work at the time of such termination; or (ii) require the Buyer to return all or parts of the Work delivered, and refund Buyer the payments received for such Work.

In the event of termination by the Buyer under this Article, the Buyer shall pay the contractually corresponding prices for the Work.

14 APPLICABLE LAW

14.1 This Agreement shall be governed and construed in accordance with the substantive Law of the State of Maryland without reference to any other laws.

14.2 In case of any conflicts arising out of or in relation to this Agreement, the exclusive place of jurisdiction shall be the applicable Federal court in Maryland.

15 EXPORT CONTROL

15.1 Buyer certifies that it will be the recipient of the Work/Frequentis Technology under the Order and that such Work/Frequentis Technology is subject to export controls under the laws and regulations of the United States ("U.S."), including but not limited to the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and any other applicable countries’ laws and regulations. Buyer shall comply with such laws and regulations governing export, re-export, import, transfer and use of the Work/Frequentis Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Each Party agrees to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses.

15.2 Buyer agrees that the Work will not be shipped, transferred or exported to any party on the U.S. Department of Commerce Bureau of Industry and Security’s Specially Designated Terrorist (SDT) list, Specially Designated Global Terrorist (SDGT) list, Unverified List (UVL), Entity List or Denied Persons List; any party designated by the U.S. Treasury Department’s Office of Foreign Assets Control, including, but not limited to Specially Designated National and Blocked Persons (SDN) list; or any party debarred or sanctioned by the U.S. State Department, and into any country or used in any manner prohibited by the relevant export laws and regulations of the United States and other countries (“Export Laws”).

15.3 Buyer agrees to inform Frequentis in writing about its intent to (re)export any Frequentis Technology, Hardware, or Software at the time of order. All requests are subject to Frequentis’ prior written approval.
16 MISCELLANEOUS

16.1 The Order as confirmed by Frequentis in writing, shall constitute the entire agreement and understanding between the Parties and contain all covenants, stipulations and provisions agreed upon by the Parties on the subject matter thereof, and shall supersede all prior proposals, agreements and negotiations, whether written or oral, relating to such subject. Any amendments to the Order shall be effective only if made in writing and countersigned by the authorized representative of each Party.

16.2 If a provision of the Order is unlawful or not enforceable, the validity of the remaining Order shall not be affected thereby and the Parties shall substitute the provision concerned with another provision considered to be largely equivalent.

16.3 The failure of either Party to enforce any provision of these terms and conditions shall not be construed to be a waiver of such provision or the right thereafter to enforce that provision. No waiver by either Party, whether express or implied, of any breach of these terms and conditions shall be construed as a waiver of any other breach of such terms or conditions.

16.4 The Order shall bind and inure to the respective Parties and their legal successors and agreed assigns. Except for the foregoing, the rights and obligations contained herein cannot be assigned to a third party without a written approval of the other Party.
March 3, 2020

Subject: Frequentis, USA Sole Source Provider for Frequentis smartMET

Dear Ron King and others,

Frequentis, USA is the sole source provider for services and parts associated with the Frequentis VCS 3020X ATCT Voice Switch system within the United States.

- VCS 3020X positions host a variety of smarttools SW applications
- smartMET and smartATIS SW integrates with the DIVOS recording server.
- The iRIF Gateway handles the continuous replay of the voice broadcast output, provides audio interface to Frequentis VCS 3020X, radio or telephone.
- All modules are hosted on the same redundant hardware platform.

Thanks for your time.

Sincerely,

Kimberly Tredway
Program Manager, Frequentis USA
Kimberly.Tredway@Frequentis.com
Board Action Item

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Operating and Capital Budget for Fiscal Year ending June 30, 2021.
Date: March 17, 2020

Proposed Motion
To adopt the proposed Operating Budget, Capital Budget, and Member Government Contributions for the fiscal year ending June 30, 2021.

Narrative
The following is an overview of the proposed budgets.

Key Assumptions for FY21 Budget

1. Member contributions will continue to fund capital improvements.
2. Enplaning passenger activity will increase by 41,277 or 5% to 877,065.
3. Fuel sales will be up by $926k; Volume $764k and Price $162k.
4. Non-Aero Income will increase by 10% in FY21-New Concessions
5. Air-Service Incentive Program carries over from previous year.
6. Operating Contingency is 10% of total expense from unrestricted cash reserve.
RESOLUTION NO. 20-14

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

WHEREAS, the Airport Authority is required pursuant to Arizona Revised Statutes and Section 9 of the Joint Powers Airport Authority Agreement to recommend to the governing bodies of the Airport Authority's members an operating budget, capital budget, and capital improvement program for each fiscal year; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Phoenix-Mesa Gateway Airport Authority as follows:

The Phoenix-Mesa Gateway Airport Authority Board of Directors hereby adopts the Phoenix-Mesa Gateway Airport Authority Fiscal Year 2021 Operating Budget in the amount of $29,098,778, the Fiscal Year 2021 Phoenix-Mesa Gateway Airport Authority Capital improvement Program and Debt Service in the amount of $72,129,342 and incorporated as if fully set forth herein, subject to the authority granted to the Executive Director/CEO under Board Policy #15-04, and including the member government contributions and proportions provided as follows: City of Mesa $1,700,000 (41.87%); City of Phoenix $1,300,000 (32.02%); Gila River Indian Community $450,000 (11.08%); Town of Gilbert $350,000 (8.62%); Town of Queen Creek $130,000 (3.20%); City of Apache Junction $130,000 (3.20%).

Passed and adopted by the Authority this 17th day of March, 2020

Robert Stone, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board Jill Casson Owen, Attorney
## FY21 Operating Budget Highlights

<table>
<thead>
<tr>
<th>Operating Revenues:</th>
<th>FY20 Budget</th>
<th>FY21 Budget</th>
<th>Difference</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aero Op Rev: Aircraft Parking</td>
<td>$262,800</td>
<td>$235,409</td>
<td>$(27,391)</td>
<td>-10%</td>
</tr>
<tr>
<td>Aero Op Rev: Fuel Flowage</td>
<td>711,277</td>
<td>716,660</td>
<td>5,383</td>
<td>1%</td>
</tr>
<tr>
<td>Aero Op Rev: Landing Fees</td>
<td>1,260,574</td>
<td>1,269,948</td>
<td>9,374</td>
<td>1%</td>
</tr>
<tr>
<td>Aero Op Rev: Lease Income</td>
<td>3,101,190</td>
<td>2,513,700</td>
<td>(587,490)</td>
<td>-19%</td>
</tr>
<tr>
<td>Aero Op Rev: Svcs Sold</td>
<td>4,840,195</td>
<td>4,818,740</td>
<td>(21,454)</td>
<td>0%</td>
</tr>
<tr>
<td>Aero Op Rev: Fuel Sales</td>
<td>6,128,003</td>
<td>7,054,558</td>
<td>926,554</td>
<td>15%</td>
</tr>
<tr>
<td><strong>Total Aero Op Revenue</strong></td>
<td>16,304,039</td>
<td>16,609,015</td>
<td>304,977</td>
<td>2%</td>
</tr>
</tbody>
</table>

| Non-Aero Op Rev: Concess | 794,263 | 988,900 | 194,637 | 25% |
| Non-Aero Op Rev: Lease Inc | 1,080,318 | 1,205,334 | 125,016 | 12% |
| Non-Aero Op Rev: Parking | 3,735,800 | 3,880,955 | 145,155 | 4% |
| Non-Aero Op Rev: Rental Car | 1,911,894 | 2,187,000 | 275,106 | 14% |
| Non-Aero Op Rev: Svc Sold | 159,440 | 162,326 | 2,886 | 2% |
| **Total Non-Aero Op Revenue** | 7,681,715 | 8,424,515 | 742,800 | 10% |

| **Total Operating Revenue** | $23,985,754 | $25,033,530 | $1,047,777 | 4% |

<table>
<thead>
<tr>
<th>Operating Expense:</th>
<th>FY20 Budget</th>
<th>FY21 Budget</th>
<th>Difference</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication &amp; Utilities</td>
<td>$934,784</td>
<td>$949,911</td>
<td>$15,127</td>
<td>2%</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>5,342,541</td>
<td>5,860,383</td>
<td>517,842</td>
<td>10%</td>
</tr>
<tr>
<td>Cost of Goods Sold</td>
<td>4,270,869</td>
<td>4,459,955</td>
<td>189,086</td>
<td>4%</td>
</tr>
<tr>
<td>Insurance</td>
<td>475,704</td>
<td>518,481</td>
<td>42,777</td>
<td>9%</td>
</tr>
<tr>
<td>Other</td>
<td>659,800</td>
<td>876,148</td>
<td>216,348</td>
<td>33%</td>
</tr>
<tr>
<td>Compensation &amp; Benefits</td>
<td>9,095,588</td>
<td>9,384,935</td>
<td>289,347</td>
<td>3%</td>
</tr>
<tr>
<td>Repair &amp; Maintenance</td>
<td>1,387,910</td>
<td>1,624,050</td>
<td>236,140</td>
<td>17%</td>
</tr>
<tr>
<td>Supplies &amp; Materials</td>
<td>971,523</td>
<td>961,389</td>
<td>(10,134)</td>
<td>-1%</td>
</tr>
<tr>
<td><strong>Total Operating Expense</strong></td>
<td>$23,138,720</td>
<td>$24,635,253</td>
<td>$1,496,533</td>
<td>6%</td>
</tr>
</tbody>
</table>

| Operating Income | $847,034 | $398,277 | $(448,756) | -53% |

| Total Operating Expense | $23,138,720 | $24,635,253 | $1,496,533 | 6% |
| Potential Air Incentive | 2,000,000 | 2,000,000 | 0 | 0% |
| 10% Contingency | 2,313,872 | 2,463,525 | 149,653 | 6% |
| **Total Budgeted Operating Expense Capacity** | $27,452,592 | $29,098,778 | $1,646,186 | 6% |
Capital Improvement Program (CIP) Project Summary

The proposed capital budget for FY21 is $58,175,392. The projects are listed in Attachment 1 with more detailed description of the projects in Attachment 2. The carry over capital projects from FY20 total $11,655,000 and are listed in Attachment 3 with the descriptions in Attachment 4.

FY21 Capital Improvement Program Funding Summary

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAA Grants</td>
<td>$47,339,486</td>
</tr>
<tr>
<td>Member Contributions</td>
<td>4,060,000</td>
</tr>
<tr>
<td>PMGAA Cash Reserve</td>
<td>3,397,081</td>
</tr>
<tr>
<td>ADOT</td>
<td>3,043,825</td>
</tr>
<tr>
<td>PFCs</td>
<td>285,000</td>
</tr>
<tr>
<td>Contract Funding</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Total for FY21</strong></td>
<td><strong>$58,175,392</strong></td>
</tr>
</tbody>
</table>

FY20 Carry Over Capital Funding Sources

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PFCs</td>
<td>$6,000,000</td>
</tr>
<tr>
<td>FAA Grants</td>
<td>2,822,860</td>
</tr>
<tr>
<td>ADOT</td>
<td>1,488,570</td>
</tr>
<tr>
<td>PMGAA Cash Reserves</td>
<td>1,343,500</td>
</tr>
<tr>
<td><strong>Total for FY20 Carry Over</strong></td>
<td><strong>$11,655,000</strong></td>
</tr>
</tbody>
</table>

Total Operating, Capital and Debt Service Budget Combined

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Operating Expense</td>
<td>$24,635,253</td>
</tr>
<tr>
<td>Potential Air Incentive</td>
<td>2,000,000</td>
</tr>
<tr>
<td>10% Operating Expense Contingency</td>
<td>2,463,525</td>
</tr>
<tr>
<td>FY21 Capital Budget</td>
<td>58,175,392</td>
</tr>
<tr>
<td>FY20 Carry Over Capital Projects</td>
<td>11,655,000</td>
</tr>
<tr>
<td>Capital Budget Contingency</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Debt Service Payment</td>
<td>1,298,950</td>
</tr>
<tr>
<td><strong>Total Budget Operating and Capital</strong></td>
<td><strong>$101,228,120</strong></td>
</tr>
</tbody>
</table>

Attachment(s)

1. Proposed FY21 Capital Budget
2. FY21 Capital Improvement Project Descriptions
3. FY20 Carry Over Capital Improvement Projects
4. FY20 Carry Over Capital Improvement Project Descriptions
5. FY21 Project Location Map
<table>
<thead>
<tr>
<th>Project ID - Project Name</th>
<th>Cost Estimate</th>
<th>FAA</th>
<th>ADOT</th>
<th>PMGAA Match</th>
<th>PMGAA Non-Grant</th>
<th>Local Funding</th>
<th>PFC</th>
<th>Project Total</th>
<th>Funding Source</th>
<th>Begin Project Date</th>
<th>Complete Project Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1067/1072-Design &amp; Reconstruction of Runway 12R/30L</td>
<td>$24,000,000</td>
<td>$21,854,400</td>
<td>$1,072,800</td>
<td>$1,072,800</td>
<td>$2,000,000</td>
<td>$24,000,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>744-Airport Whiskey Design &amp; Reconstruction</td>
<td>$800,000</td>
<td>$720,000</td>
<td>$80,000</td>
<td></td>
<td></td>
<td>$800,000</td>
<td>7/1/2020</td>
<td>1/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1098-Cell phone and TNC Lot Relocation</td>
<td>(pulled into FY20)</td>
<td>$500,000</td>
<td></td>
<td></td>
<td></td>
<td>$500,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1097-Replc 3 PC Air Cycle Units</td>
<td>$290,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$290,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>975-Safety Management System</td>
<td>$285,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$285,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1099-Terminal Employee Parking Lot</td>
<td>(pulled into FY20)</td>
<td>$200,000</td>
<td></td>
<td></td>
<td></td>
<td>$200,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1089-Passenger Terminal Lanes Section PTERM:20</td>
<td>$180,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$180,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
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</tr>
<tr>
<td>1205-Airfield Sign - Life Cycle Replacement</td>
<td>$180,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$180,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
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</tr>
<tr>
<td>1061-Replc 2002 Mobile Air Condition Unit -EQP 262</td>
<td>$170,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$170,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
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<tr>
<td>1096-GAC Remodel Phase IV</td>
<td>$160,000</td>
<td></td>
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<td></td>
<td>$160,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
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<tr>
<td>1088-Reconstruction Daily Lot Section DAYLOT:05A</td>
<td>$155,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$155,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
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</tr>
<tr>
<td>1028-Replc 2007 RAMP 236 &amp; 237 with Level Boarding Ramps</td>
<td>$150,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$150,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
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</tr>
<tr>
<td>1094-2nd Year Lenel Camera 50% Refresh</td>
<td>$150,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$150,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1093-Virtual Server/VMWare Software Refresh</td>
<td>$130,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$130,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>951-Replc CR-Motorola Irrigation Control System</td>
<td>$100,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$100,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1015-Replc 2001 Dodge Ram TRK 345 &amp; 2003 Ford Excursion TRK 370</td>
<td>$92,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$92,500</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1095-ITS UPS Battery Backup Devices Refresh</td>
<td>$75,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$75,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>679-Repl 2002 Komatsu 4,000lb Forklift -EQP 206 (5 ton)</td>
<td>$70,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$70,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1017-Replc 1996 8,000 lbs Catapiller Forklift-306 (5 ton)</td>
<td>$70,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$70,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1023-Replc 1998 Ford TS110 Tractor - TRACT 305</td>
<td>$60,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$60,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1062-Replc 1999 Wollard Baggage Belt Loader EQP-285</td>
<td>$55,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$55,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1090-Replc 1999 Lighted Closure Markers LITEX 311 &amp; 312</td>
<td>$50,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$50,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1208-Automatic Primary Shut Off System</td>
<td>$50,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$50,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1018-Replc 2005 Silverado 1/2 ton Truck TRK-225</td>
<td>$30,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$30,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1210-Passenger Exit Lane Channelizer</td>
<td>$25,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$25,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1059-Replc 2000 refurb in 2016 4 PAX GEM Car -EQP 204</td>
<td>$16,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,000</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1209-ADOT Airport Surface Treatment Program</td>
<td>$4,119</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$4,119</td>
<td>7/1/2020</td>
<td>6/30/2022</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total | $58,175,392 | $47,339,486 | $3,043,825 | $2,403,825 | $5,053,256 | $50,000 | $285,000 | $58,175,392 |

PMGAA Total: $7,457,081
Anticipated Member Contributions: $4,060,000

Over/(Under) to come from PMGAA Cash Reserves: $3,397,081
<table>
<thead>
<tr>
<th>Project # Name</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>927-Construct new Air Traffic Control Tower (multi yr)</td>
<td>Construct new Air Traffic Control Tower. Site selection study completed by FAA (CIP 888) proposes new site 410' NW of current tower. EA underway (CIP 945). New tower to be 164' eye level height, top of tower 194', 550 SF cab with 8 controller positions.</td>
<td>$30,127,773</td>
</tr>
<tr>
<td>1067/1072-Design &amp; Reconstruction of Runway 12R/30L</td>
<td>Design and Reconstruction of Runway 12R30L from 1000 feet from north end to 500 feet north of Taxiway Lima. Project encompasses pavement sections 20,30, and 40 totalling almost one million square feet. Project will include runway PCCP replacement, shoulders, lighting (edge, ERGL, etc.), striping, and signage (guidance, directional and DR) improvements.</td>
<td>$24,000,000</td>
</tr>
<tr>
<td>744-Taxiway Whiskey Design &amp; Reconstruction</td>
<td>Design and reconstruct a section of Taxiway Whiskey located on the southern portion of the taxiway and north of intersection of W and T. 2013 pavement condition index (PCI) for the worst section is rated at 57, approaching pavement failure if not reconstructed in the intermediate term. The dimensions of the section is 22' x 405' (8,910 SF). Project to address edge lighting, markings, shoulder, drainage as required.</td>
<td>$800,000</td>
</tr>
<tr>
<td>1098-Cell phone and TNC Lot Relocation</td>
<td>Construct relocated cell phone and TNC lot near SWC of Ray Road and Sossaman Rd. Includes paving, striping, lighting, and monitor screen.</td>
<td>$500,000</td>
</tr>
<tr>
<td>1097-Replc 3 PC Air Cycle Units</td>
<td>Existing units have exceeded the expected life and the maintenance costs are increasing significantly. This is the second year of a 3 year lifecycle replacement program.</td>
<td>$250,000</td>
</tr>
<tr>
<td>975-Safety Management System</td>
<td>SMS Consulting Services for Safety Hazards, Safety/recommendations, and Safety Events.</td>
<td>$285,000</td>
</tr>
<tr>
<td>1099-Terminal Employee Parking Lot</td>
<td>Construct terminal employee parking lot at existing cell phone lot. Includes paving, striping and access control.</td>
<td>$200,000</td>
</tr>
<tr>
<td>1089-Passenger Terminal Lanes Section PTERM:20</td>
<td>Reconstruction is recommended for Passenger Terminal Lanes Section PTERM:20 that was constructed in 2009 and has a PCI rating of 75, satisfactory, based upon LPMP. Load based distresses found corresponding to the city bus traffic pavement may be overloaded and will deteriorate by FY21.</td>
<td>$180,000</td>
</tr>
<tr>
<td>1205-Airfield Sign - Life Cycle Replacement</td>
<td>Approx. 70 signs that were installed in 1998 are in operation today. New signs are LED lights which are energy efficient and provide a clear even bright light.</td>
<td>$180,000</td>
</tr>
<tr>
<td>1061-Replc 2002 Mobile Air Condition Unit -EQP 262</td>
<td>Replace existing equipment that is beyond its useful life</td>
<td>$170,000</td>
</tr>
<tr>
<td>1096-GAC Remodel Phase IV</td>
<td>Redo bathroom floors, add coil draperies left out of phase I, replace flooring in office hallway on north end of building, back offices of FBO to be consistent with appearance of FBO lobby, replace flooring in ready room to match flight planning room. Replace carpet in Superstition Room to be consistent with other conference room. Paint all areas as needed to be consistent with new look, build out of supervisor desk area.</td>
<td>$160,000</td>
</tr>
<tr>
<td>1088-Reconstruction Daily Lot Section DAYLOT:05A</td>
<td>Reconstruction is recommended for the Daily Lot section DAYLOT:05A that was constructed in 1999. PCI rating is 77 satisfactory based on LPMP but expected to deteriorate by FY21.</td>
<td>$155,000</td>
</tr>
<tr>
<td>1028-Replc 2007 RAMP 236 &amp; 237 with ADA Boarding Ramps</td>
<td>Replace Ramps 236 &amp; 237 purchased in 2007</td>
<td>$150,000</td>
</tr>
<tr>
<td>1094-2nd Year Lenel Camera 50% Refresh</td>
<td>2nd Year for Lenel Camera Refresh for the Security System for the Airport. This is the remaining 50% that was replaced in FY20 with CIP 1079. These are more expensive cameras for PTZ not like FY20 why the higher estimate.</td>
<td>$150,000</td>
</tr>
<tr>
<td>1093-Virtual Server/VMMare Software Refresh</td>
<td>PMGAA Virtual Environment Refresh for servers and VMWare</td>
<td>$130,000</td>
</tr>
<tr>
<td>951-Replc CR-Motorola Irrigation Control System</td>
<td>Replace irrigation control system for Sossaman Rd landscaping. New system should have the capability to monitor and control from access point in maintenance facility.</td>
<td>$100,000</td>
</tr>
<tr>
<td>1095-ITS UPS Battery Backup Devices Refresh</td>
<td>All Comm Room and IT related equipment using APS or UPS battery backup devices will be evaluated and replaced with a four year life cycle program and create a maintenance program too.</td>
<td>$75,000</td>
</tr>
<tr>
<td>679-Repl 2002 Komatsu 4,000lb Forklift -EQP 206 (5 ton)</td>
<td>Replace 2002 Komatsu Forklift -EQP 206 that is beyond its useful life</td>
<td>$70,000</td>
</tr>
<tr>
<td>1017-Replc 1996 8,000 lbs Caterpillar Forklift-306 (5 ton)</td>
<td>Replace FORK-306 which is a 1996 Caterpillar 8000lbs unit that is at the end of its service life.</td>
<td>$70,000</td>
</tr>
<tr>
<td>Project # Name</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>1023-Replc 1998 Ford TS110 Tractor - TRACT 305</td>
<td>Replace Tract-305 (1998 Ford New Holland TS110 3,100 hrs) Tractor is 21 years old and is nearing the end of its service life which would require extensive refurbishment.</td>
<td>$60,000</td>
</tr>
<tr>
<td>1062-Replc 1999 Wollard Baggage Belt Loader EQP-285</td>
<td>Replace existing belt loader that is over its life expectancy.</td>
<td>$55,000</td>
</tr>
<tr>
<td>1090-Replc 1999 Lighted Closure Markers LITEX 311 &amp; 312</td>
<td>Replace 1999 Lighted Runway Closure Markers 311 &amp; 312. Models are no longer supported by manufacturer.</td>
<td>$50,000</td>
</tr>
<tr>
<td>1208-Automatic Primary Shut Off System</td>
<td>Install a primary shut off system that stops the flow of fuel from the pumps at the tanks of the facility to the fuel trucks. System is known as a Scully system. To comply with NFPA 407 2017 Edition. Compliance date of June 2021. Reference NFPA 5.1.12 Aircraft Servicing Vehicles Loading and Unloading Racks.</td>
<td>$50,000</td>
</tr>
<tr>
<td>1018-Replc 2005 Silverado 1/2 ton Truck TRK-225</td>
<td>Replace 2005 Silverado 1/2 ton Truck TRK 225</td>
<td>$30,000</td>
</tr>
<tr>
<td>1210-Passenger Exit Lane Channelizer</td>
<td>Public side channelizer to move the exiting traffic further from the door to potentially prevent exit lane back travel</td>
<td>$25,000</td>
</tr>
<tr>
<td>1059-Replc 2000 refurb in 2016 4 PAX GEM Car -EQP 204</td>
<td>Replace existing 4 passenger Gen car purchased in 2016</td>
<td>$16,000</td>
</tr>
<tr>
<td>1209-ADOT Airport Surface Treatment Program</td>
<td>Taxiway E Sec 10, Taxiway G sec 30 &amp; 70, PMGAA portion 10% to ADOT</td>
<td>$4,119</td>
</tr>
</tbody>
</table>

**Total:** $58,175,392
<table>
<thead>
<tr>
<th>FY21 Capital Budget Carry Overs Projects</th>
<th>Grant Funding</th>
<th>Local Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carry Overs Projects</td>
<td>FY20-FY21</td>
<td>Federal Aviation Admin (FAA)</td>
</tr>
<tr>
<td>0950-Construction for Ellsworth Channel</td>
<td>6,000,000</td>
<td>1,456,960</td>
</tr>
<tr>
<td>1067-Design of Rwy 12R/30L DR Signs and Striping</td>
<td>1,600,000</td>
<td>1,365,900</td>
</tr>
<tr>
<td>0726-RIM-Twy K Betwn RWY 12R/12C &amp; HT SP</td>
<td>1,500,000</td>
<td>1,350,000</td>
</tr>
<tr>
<td>0741-Design &amp; Recon Twy H Betwn B &amp; 12R</td>
<td>1,500,000</td>
<td>600,000</td>
</tr>
<tr>
<td>1207-Fuel Storage Project</td>
<td>600,000</td>
<td>350,000</td>
</tr>
<tr>
<td>0952-Identity Management System</td>
<td>350,000</td>
<td>30,000</td>
</tr>
<tr>
<td>1091-East Side Development Planning</td>
<td>50,000</td>
<td>25,000</td>
</tr>
<tr>
<td>1084-Planning Phase for PARC repic system</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>0864-US Customs Technology Refresh</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Carry Over for FY21 from FY20</strong></td>
<td><strong>$ 11,655,000</strong></td>
<td><strong>$ 2,822,860</strong></td>
</tr>
<tr>
<td>CIP#</td>
<td>Title/Description</td>
<td>Carry Over</td>
</tr>
<tr>
<td>------</td>
<td>-------------------</td>
<td>------------</td>
</tr>
<tr>
<td>950</td>
<td><strong>Construct the North Front Entrance Roadway</strong>, the Ellsworth Channel Relocation and a Bridge Crossing. Includes approximately 3,000 feet of Ellsworth drainage channel and construction of associated infrastructure; modification of 2,400 feet of Power Line Floodway from existing channel outlet to relocated outlet; and approx. 1,000 feet of new entrance roadway to the NEADP along Hawes Road alignment with bridge crossing over relocated channel.</td>
<td>$6,000,000</td>
</tr>
<tr>
<td>1067</td>
<td>Design of Rwy 12R/30L DR Signs and Striping-Design and bidding of Runway 12R/30L from 1000 feet north end to 500 feet north of Taxiway Lima. Project encompasses pavement sections 20,30, and 40 (See ADOT PCI map) totaling almost one million square feet. Project will include runway PCCP replacement, shoulders, lighting (edge, ERGL, etc.) striping and signage (guidance, directional and DR improvements.</td>
<td>$1,600,000</td>
</tr>
<tr>
<td>726</td>
<td>RIM-Twy K Between Rwy 12R/12C &amp; Hot Spot 1-Des-Taxiway K design between Rwy 12R &amp; Rwy 12C. 953’ x 150’ (17,000 SY PCCP) to Twy K, 35’ x 953’ (8,000 SY AC) for taxiway shoulders, including lighting, drainage, signage &amp; marking. According to AP Tech report dated March 2010, the pavement condition index (PCI) is rated at 30 at the most critical section, approaching pavement failure if not reconstructed in the short term. Hot Spot 1 is the intersections of Twy V,A, B and K west of Rwy 12R/30L. This area is a concern for RSAT. Construction phase is Project #728. (RIM=Runway Incursion Mitigation)</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>741</td>
<td>Design &amp; Reconstruct Taxiway H between Taxiway B and Runway 12R. 250’ x 75’ (2,100 SY PCCP), plus 250’ x 30’ shoulders (1,700 SY AC), including lighting, drainage, signage &amp; marking. According to AP Tech report dated March 2010, the pavement condition index (PCI) is rated at 66. CW</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>1207</td>
<td>Fuel Storage Project- Install 12,000 gallon tanks for Diesel and Unleaded, add a well water separator and painting, install 20,000 gallon AVGAS tank to replace the 12,000 gallon tank</td>
<td>$600,000</td>
</tr>
<tr>
<td>952</td>
<td>Identity Management System -This system automates the security media credentialing application and administrative processes. It enables badge applicants, Company Signatory Media Authorities (CMSA), and the Airport Authority to manage badge applications electronically, securely store personally identifiable information, and manage the credential auditing process while reducing the need for paper resources. It increases security through electronically logging who has accessed badges records and by strictly enforcing regulatory requirements for badge records. In addition, the system automatically submits documentation for vetting to the appropriate direct aviation channeling (DAC) service such as TelosID.</td>
<td>$350,000</td>
</tr>
<tr>
<td>1091</td>
<td>East Side Development Planning</td>
<td>$50,000</td>
</tr>
<tr>
<td>1084</td>
<td><strong>1084-Phase 1 of PARCS Replacement System</strong> 1. Work with a consultant to identify PARCS and LPR needs/wants. 2. Work with Airport Departments to identify system considerations with regard to terminal design/configuration and their implications. 3. RFP 4. Develop phasing plan and potential transition plan 5. Finalize design and construct/install new PARCS and LPR systems.</td>
<td>$30,000</td>
</tr>
<tr>
<td>864</td>
<td><strong>US Customs Technology Refresh</strong>-Perform technology refresh on US Customs computer network and equipment.</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

$ 11,655,000
FY21 CIP
Project Locations

Projects not on Map
1097  1015
1095  1017
1061  1023
1028  1062
1094  1090
1093  1018
679   1059
951   1208
975

See FY21 CIP List
for project descriptions
Board Action Item

Re: Resolution 20-15

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Airport Rates and Charges – Recommended Revision Effective April 1, 2020
Date: March 17, 2020

Proposed Motion
To adopt the revised Airport Rates and Charges schedule with an effective date of April 1, 2020.

Narrative
Airport staff is recommending two changes to the current Airport Rates & Charges schedule. The update has an effective date of April 1, 2020 and is attached for review.

1) Aircraft Landing Fee - Signatory Commercial Carriers, General Aviation and Others – rate increase from $1.24 to $1.28 per 1,000 lbs. maximum gross landing weight (MGLW).

2) Aircraft Landing Fee - Non-Signatory Commercial Carriers – rate increase from $1.86 to $1.92 per 1,000 lbs. MGLW.

Fiscal Impact
The Landing fee change effective 4/1/2020 is expected to generate approximately $10,700 in revenue for the last quarter of FY20 based on the forecasted commercial flights and estimated general aviation landings through the end of the fiscal year.

Attachment(s)
Proposed Airport Rates & Charges Effective April 1, 2020
WHEREAS, the Phoenix-Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 et seq. owns and operates the Phoenix-Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to revise the posted schedule of Airport Rates and Charges;

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

The Board of Directors of the Authority hereby adopts the revised Airport Rates and Charges schedule with an effective date of April 1, 2020.

Passed and adopted by the Authority this 17th day of March, 2020.

________________________________________
Robert Stone, Chair

ATTEST:  APPROVED AS TO FORM:

______________________________  ______________________________
Misty Johnson, Clerk of the Board  Jill Casson Owen, Attorney
This schedule of Airport Rates and Charges is subject to updates. For the latest schedule, please visit the Phoenix-Mesa Gateway Airport website at: http://www.gatewayairport.com/PoliciesDocumentsandForms#BoardPolicies

### Signatory Commercial Carriers
Scheduled, FAR Part 121 and 129 operators, with a 90-day rolling average of 90 or more departures per month.

### Non-Signatory Commercial Carriers
Scheduled, FAR Part 121 and 129 operators, with a 90-day rolling average of less than 90 departures per month.

### Aircraft Landing Fee
Signatory Commercial Carriers, General Aviation and Others - $1.24 $1.28 per 1,000 lbs. maximum gross landing weight (MGLW).
Non-Signatory Commercial Carriers - $1.86 $1.92 per 1,000 lbs. MGLW.

**Exemptions:**
1. U.S. Government owned aircraft
2. Non-revenue and flight training aircraft up to 12,500 MGLW
3. All based flight training school aircraft

### Aircraft Terminal Use Fee
Signatory Commercial Carriers - $50 per Turn
Non-Signatory Commercial Carriers - $75 per Turn
Commercial Carriers with no operating agreement, see page 2 Non-Operating Agreement Passenger Terminal – Common Use Areas and Equipment

### Aircraft Parking Fee
<table>
<thead>
<tr>
<th>Aircraft Passenger Capacity</th>
<th>Signatory</th>
<th>Non-Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-69</td>
<td>$35</td>
<td>$53</td>
</tr>
<tr>
<td>70-250</td>
<td>$70</td>
<td>$105</td>
</tr>
<tr>
<td>251 or greater</td>
<td>$100</td>
<td>$150</td>
</tr>
</tbody>
</table>

Will be assessed for the occupancy of an aircraft parking position for more than 3 hours, including terminal gates and remote parking positions, and for each additional 24 hour period.

### Airport Car Rental Customer Facility Charge (CFC)
$2.50 per vehicle rental day

### Aviation Fuel Flowage Fees
Fuel Flowage Fees are paid to PMGAA by any entity or person dispensing or receiving fuel on the Airport in accordance with PMGAA Aviation Fuel Storage, Dispensing & Handling Guidelines.
Signatory Commercial Carriers by agreement
Non-Signatory Commercial Carriers - $.05 per gallon
All Others - $.012 per gallon

### Fire Suppression Services
$.50 per year per square foot of floor space + $250.00 set-up charge, billed in monthly installments. 15% of annual fees required as security deposit. South ramp connection fee = $209,746.00

### Parking Rates
<table>
<thead>
<tr>
<th>Fee by Location</th>
<th>Rate</th>
<th>Daily Maximum Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Parking Lot</td>
<td>$1.00 / 30 minutes*</td>
<td>$18.00</td>
</tr>
<tr>
<td>Daily Parking Lot</td>
<td>$1.00 / 30 minutes*</td>
<td>$11.00</td>
</tr>
<tr>
<td>Ray Rd Economy Parking Lot Uncovered</td>
<td>$1.00 / 30 minutes*</td>
<td>$7.00</td>
</tr>
<tr>
<td>Ray Rd Economy Parking Lot Covered</td>
<td>$1.00 / 30 minutes*</td>
<td>$11.00</td>
</tr>
<tr>
<td>Lost Token Fee (all locations) applies unless proof of itinerary, then the fee is regular parking plus $15 admin charge and token replacement cost $5</td>
<td>$100.00</td>
<td></td>
</tr>
</tbody>
</table>

* Grace period for first 10 minutes

All Airport Rates and Charges may vary due to terms defined in specific agreements.

Late payments are subject to a 1.5% finance charge. Payment terms are net 30 days unless otherwise specified.
| **Passenger Facility Charge (PFC)** | $4.50 per enplaned commercial passenger, Per FAA Approved PFC Application; reference Federal Register: (Vol. 79, Number 3) |
| **Airport Licenses & Permits** | Fuel Dispensing Permit | $100.00 per organization, permit valid for 2 years |
| | Fuel Handling Permit (includes exam) | $15.50 per individual, permit valid for 2 years |
| | Fuel Storage & Service Equipment Permit | $38.00 per filtration vessel, permit valid for 2 years |
| **Common Use Terminal Equipment** | Signatory Commercial Carriers | $1,250 per month |
| | Non-Signatory Commercial Carriers | $500 per month |

### Passenger Terminal/Airfield – Exclusive Use Areas

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terminal Office Space</td>
<td>Exclusive use of airline ticketing and other offices; includes electric, water and maintenance; excludes janitorial services, Internet and telephone services</td>
<td>$32.00 per sq. ft. per year</td>
</tr>
<tr>
<td>Paved Equipment Staging/Storage Area</td>
<td>Paved staging area in the vicinity of the SIDA in excess of that used during normal aircraft servicing operations</td>
<td>$2.00 per sq. ft. per year</td>
</tr>
</tbody>
</table>

### Non-Operating Agreement Passenger Terminal – Common Use Areas and Equipment Rates

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Aircraft Passenger Capacity</th>
<th>Resources Included</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Service</strong></td>
<td>Includes ticket counter(s) and lobby area, secure hold room and boarding area podium, aircraft parking position (2 hours), baggage claim area, and common use computer equipment per flight, as scheduled by Airport Operations. 1 ticket counter = 2 positions</td>
<td>1-69</td>
<td>1 ticket counter, 1 gate podium, 1 shared use hold room, 1 baggage belt, 1 aircraft parking spot</td>
<td>$260 per flight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>70-250</td>
<td>2 ticket counters, 1 gate podium, 1 shared use hold room, 1 baggage belt, 1 aircraft parking spot</td>
<td>$495 per flight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>251 or greater</td>
<td>3 ticket counters, 2 gate podiums, 2 shared use hold rooms, 1 baggage belt, 1 aircraft parking spot</td>
<td>$915 per flight</td>
</tr>
<tr>
<td><strong>Ticket Counter and Lobby</strong></td>
<td>Use of 1 ticket counter and shared use of the lobby area for up to 2.5 hours. Includes common use equipment.</td>
<td>1-69</td>
<td>1 ticket counter and lobby</td>
<td>$75 per flight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>70-250</td>
<td>2 ticket counters and lobby</td>
<td>$150 per flight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>251 or greater</td>
<td>3 ticket counters and lobby</td>
<td>$225 per flight</td>
</tr>
<tr>
<td><strong>Boarding Gates – Secured Hold Room</strong></td>
<td>Shared use of secured boarding gate area for up to 2 hours and one aircraft parking position. Includes use of gate podium, common use equipment, and one set of aircraft stairs.</td>
<td>1-69</td>
<td>1 gate podium and 1 hold room</td>
<td>$110 per flight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>70-250</td>
<td>1 gate podium and 1 hold room</td>
<td>$220 per flight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>251 or greater</td>
<td>2 gate podiums and 2 hold rooms</td>
<td>$440 per flight</td>
</tr>
<tr>
<td><strong>Baggage Claim</strong></td>
<td>Use of baggage claim area and baggage delivery belt/slide.</td>
<td>1-69</td>
<td>1 belt, oversize slide, aircraft parking*</td>
<td>$75 per flight</td>
</tr>
</tbody>
</table>

*All Airport Rates and Charges may vary due to terms defined in specific agreements.*

*Late payments are subject to a 1.5% finance charge. Payment terms are net 30 days unless otherwise specified.*
### Airport Rates and Charges*
* Effective April 1, 2020

<table>
<thead>
<tr>
<th>Operational Surcharges</th>
<th>Category (based on MGLW)</th>
<th>Inspection Fee (per aircraft arrival)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Includes aircraft parking position*.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* If associated with a live departure within 3 hours of arrival. Otherwise standard aircraft parking fee applies.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>70-250</td>
<td>$125 per flight</td>
<td></td>
</tr>
<tr>
<td>251 or greater</td>
<td>$250 per flight</td>
<td></td>
</tr>
<tr>
<td>Ticket counter or gate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupying a gate after the scheduled allocation time, resulting in aircraft holding or gate change.</td>
<td>$200 per hour</td>
<td></td>
</tr>
<tr>
<td>Use of ticket counter or gate without prior permission.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Failure to use allocated time slot without 48 hour cancellation notice.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Negatively impacting another scheduled carrier or causing Airport to shift resources to accommodate.</td>
<td>$200 plus regular fees</td>
<td></td>
</tr>
<tr>
<td>U.S. Customs and Border Protection (CBP) Service User Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category (based on MGLW)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5001 - 12,500.</td>
<td>$225.10</td>
<td></td>
</tr>
<tr>
<td>12,501 - 35,000.</td>
<td>$315.14</td>
<td></td>
</tr>
<tr>
<td>35,001 - 100,000.</td>
<td>$432.20</td>
<td></td>
</tr>
<tr>
<td>100,001 - 255,000.</td>
<td>$607.77</td>
<td></td>
</tr>
<tr>
<td>&gt; 255,000</td>
<td>$754.09</td>
<td></td>
</tr>
</tbody>
</table>

Regular service hours are Monday – Friday, 1100 – 1900 hrs. (MST). After-hours by appointment only. For after-hours appointments, there will be a minimum two-hour fee of $377.05 per inspector in addition to the standard user fee shown above. Two hours after the aircraft's scheduled arrival time, each additional 30 minutes required of the U.S. Customs Inspector will incur a $55.71 fee above the $377.05 minimum each.

### Gateway Aviation Services (Fixed Based Operator) Rates and Charges

<table>
<thead>
<tr>
<th>Aircraft Open Ramp Tie-Down Fees (Space subject to availability)</th>
<th>Category (based on MGLW)</th>
<th>Monthly Tie-Down Fee (2-month minimum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5001 - 12,500 lbs.</td>
<td>$98.00</td>
<td></td>
</tr>
<tr>
<td>12,501 - 35,000 lbs.</td>
<td>$201.00</td>
<td></td>
</tr>
<tr>
<td>35,001 - 100,000 lbs.</td>
<td>$316.00</td>
<td></td>
</tr>
<tr>
<td>100,001 - 255,000 lbs.</td>
<td>$672.00</td>
<td></td>
</tr>
<tr>
<td>&gt; 255,000 lbs.</td>
<td>$1,321.00</td>
<td></td>
</tr>
</tbody>
</table>

### Daily Ramp Fee

<table>
<thead>
<tr>
<th>Max Gross Landing Weight</th>
<th>Rate</th>
<th>A purchase of the following fuel gallon minimums will waive the first Daily Ramp Fee per visit. A purchase of a meal from the restaurant located in the Gateway Aviation Center will equate to a $20.00 credit applicable to the first Daily Ramp Fee per visit.</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5000</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>5,001-12,500</td>
<td>$30.00</td>
<td>75</td>
</tr>
<tr>
<td>12,501-35,000</td>
<td>$90.00</td>
<td>150</td>
</tr>
<tr>
<td>35,001-100,000</td>
<td>$200.00</td>
<td>200</td>
</tr>
<tr>
<td>100,001-255,000</td>
<td>$300.00</td>
<td>500</td>
</tr>
<tr>
<td>&gt;255,001</td>
<td>$500.00</td>
<td>1,000</td>
</tr>
</tbody>
</table>

All Airport Rates and Charges may vary due to terms defined in specific agreements.
Late payments are subject to a 1.5% finance charge. Payment terms are net 30 days unless otherwise specified.
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: March 17, 2020

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

Active/Pending Solicitations

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2020-003-RFP</td>
<td>Terminal Advertising Concessions</td>
<td>April 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2020-016-RFP</td>
<td>Auditor Services</td>
<td>April 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2020-022-RFP</td>
<td>Janitorial Services</td>
<td>June 2020</td>
</tr>
</tbody>
</table>

Future Solicitations

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Scheduled for Release</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Qualifications</td>
<td>2020-017-RFQ</td>
<td>Air Service Development</td>
<td>April 2020</td>
<td>June 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2020-021-RFP</td>
<td>Motor Vehicle Towing</td>
<td>April 2020</td>
<td>June 2020</td>
</tr>
</tbody>
</table>

Equipment Disposals
Fiscal year totals from sales of decommissioned / nonworking equipment total $52,563.

If you have any questions about the solicitations or the procurement process, please feel free to contact me at 480-988-7613.
NOTICE AND AGENDA OF MEETING OF THE
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Phoenix-Mesa Gateway Airport Authority and to the public that the Phoenix-Mesa Gateway Airport Authority will hold a meeting open to the public on Tuesday, April 21, 2020 beginning at 9:00 a.m. in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by telephone. 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 Robert Stone, Chair)
   *Members of the Phoenix-Mesa Gateway Airport Authority will attend either in person or by telephone conference call.*

2. **Pledge of Allegiance.**

3. **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.*

4. **Executive Director’s Report.** J. Brian O’Neill, A.A.E., Executive Director/CEO

5. **SkyBridge Annual Report.** Will Moseley, General Manager - Mesa SkyBridge, LLC

6. **Consent Agenda.**
   a) **Minutes** of the Board Meeting held on March 17, 2020.
   b) **Resolution No. 20-16** – Authorizing an Adjustment Amendment to the Master Lease Agreement with Mesa SkyBridge, LLC to adjust the square footage of the leased Property located at the southeast corner of Sossaman Road and Velocity Way.
   c) **Resolution No. 20-17** – Authorizing a contract with Clifton Larson Allen, LLP for auditor services in an amount not to exceed $96,000 for a period of three (3) years.

Consideration and Possible Approval of:

7. **Resolution No. 20-18** – Authorizing an amendment to the existing janitorial services contract with Flagship Facility Services, Inc., to extend the term of the contract for one year for an amount not to exceed $577,244.53.

8. **Board Member Comments/Announcements.**

9. **Next Meeting:** Tuesday, May 19, 2020 at 9:00 a.m.

10. **Adjournment.**
Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Misty Johnson at 480-988-7607 or mrjohnson@gatewayairport.com. Requests should be made as early as possible to allow time to arrange the accommodation.
SkyBridge Arizona is pleased to submit our Annual Report for the time period of April 1, 2019 to March 31, 2020 to the Phoenix-Mesa Gateway Airport Authority in accordance with the Master Development Agreement between PMGAA and Mesa Skybridge LLC.
I. Prior Year Activity

SkyBridge Arizona has had a productive year in 2019. The project has commenced actual construction on two (2) projects outside the approximately 350 acres within the FAA-required area for Environmental Assessment. These parcels were granted Category Exclusions by the FAA, which allowed the development to move forward. The Master Plan remains intact as previously presented and approved by the PMGAA, and Skybridge has had active tenant pursuits for users of both Aeronautical and non-Aeronautical parcels. Documented development activity includes:

- Lot 106 Development Lease 001 was approved by the PMGAA Board and the Takedown Package executed with an effective date of November 1, 2019. Construction has commenced and delivery is slated for 2nd Quarter of 2020.
- Lot 107 Development Lease 002 was approved by the PMGAA Board and the Takedown Package executed with an effective date of December 1, 2019. Construction has commenced and delivery is slated for 4th Quarter of 2020.
- Master Development Agreement Amendment #3 was approved by the PMGAA Board and executed with an effective date of October 15, 2019, extending the binding of the Site Pollution Insurance policy to March 30, 2020, pending issue of the FAA FONSI document.
- Master Development Agreement Amendment #4 was approved by the PMGAA Board and executed with an effective date of March 18, 2020, extending the binding of the Site Pollution Insurance policy to May 31, 2020, pending issue of the FAA FONSI document.
- Coordinated RFP Response to Project Reinhold with PMGAA
- Infrastructure Design RFP issued by Skybridge and responses are under review and qualification.

The work continued the active interaction with many local municipalities and agencies to ensure that the development will become an economic engine for the Region, including hosting of events and tours of Skybridge, and participation with PMGAA in joint presentations and events for possible Tenants and political representatives.
The final 350-acre Parcel has completed the process of undergoing the full EA process, and we have received a Finding of No Significant Impact (FONSI) from the FAA on March 27, 2020. The issuance of a FONSI allows for the 350 acres to begin full development with Site Infrastructure beginning immediately and buildings to follow shortly. Pollution Coverage will be bound on the property and issued to the PMGAA as per the Master Development Agreement. Skybridge Arizona has completed the RFP process for the Civil/Engineering Design portion of the Site Infrastructure work and intends to engage that consultant near the time-frame shortly thereafter the issue of the FONSI from the FAA.

The Unified Cargo Processing pilot program has continued to be refined over the past year. Continued coordination and logistics discussions with USCBP and SAT regarding the operational processes located in Hanger 32 have been ongoing. Skybridge has had discussions with a potential operator of the Hanger 32 facility, in coordination with USCBP and SAT, who brings extensive international cargo processing and TSA experience to the table. This process will continue into 2020, and the lessons learned at Hanger 32 will translate into the design and development of the future new UCP Facility in the upcoming phases of the Development. Commercial interest in the program has been demonstrated in a number of potential tenants, and, once active, the Foreign Trade Zone will activate and become another integral piece in the Skybridge/PMGAA arsenal.

The project continues to be heavily marketed to the business community, locally and nationally, and there has been considerable interest expressed by businesses who are looking to expand and locate at the airport and have access to prime airfield services. Skybridge continues to coordinate with PMGAA for potential tenants and vendors, as well as the Greater Phoenix Economic Council and Arizona Commerce Authority, as well as municipal Economic Development departments in the East Valley.
II. Takedown Status and Development Activity

The 363.5-acre SkyBridge Arizona project consists of three areas: A, B, and C. Area A is 3.2 acres, located on the western side of E. Velocity Way. Area B is 5 acres, located along the north side of S. Downwind Circle. Area C is the remaining area within the project and is 355.3 acres in size. Area A and B have received Categorical Exclusion (CATEX) approval under the National Environmental Policy Act (NEPA). As listed above, both Areas A (52,600 SF Light Industrial Building, Lot 106) and B (82,500 SF Commercial Hanger, Lot 107) have completed the Takedown process and are active construction sites.

Area C includes the remainder of the development area in SkyBridge Arizona. The total land area of Area C is 355.3 acres. Area C will have both non-aeronautical and aeronautical uses. It will also contain R&D offices, hotel, and retail uses.
completion, Area C will provide aprox. 3.68 million square feet of development; aprox. 2.07 million square feet of which will be dedicated to non-aeronautical uses and aprox. 1.33 million square feet dedicated to aeronautical uses. The R&D office and hotel and retail portions will make up aprox. 200,000 square feet and aprox. 70,000 square feet, respectively.

Skybridge Arizona is having active discussions with Hotel Chains for the hotel piece of the Master Plan and are exploring the possibility of dual-flag options for mid-market and extended stay uses.

**III. Master Plan Status Report**

The Master Plan Process has been completed and the Plan approved by PMGAA. The Master Plan was used in the FAA EA Process to provide guidance on what will be constructed. The final version has also been shared with stakeholders including Arizona State University, Chandler-Gilbert Community College, the City of Mesa, and the major utilities that serve the area.
IV. Park Property Takedown Projection for next 12 Month Period

During the next twelve-month period, it is expected that both Area A (Lot 106) and B (Lot 107) parcels will be fully developed and leased to tenants for occupancy. In addition, the First Phase of Area C Infrastructure will be developing so that the Parcels in Phase I can start to develop. The Phasing may require adjustment depending on leasing activities, but at present the Phasing Plan is the intended path of development.
V. Minimum Development Requirements

In accordance with the Master Development Agreement, there are Minimum Development Requirements that must Occur. Minimum Development Deadline #1 occurs at Year 7 of the MDA.

<table>
<thead>
<tr>
<th>Minimum Development Deadline</th>
<th>Item No.</th>
<th>Minimum Development Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before the seventh (7th) anniversary of the Closing Date (&quot;Minimum Development Deadline #1&quot;)</td>
<td>(1)</td>
<td>The Cargo Inspection Program is operational at the Airport.</td>
</tr>
<tr>
<td>(2)</td>
<td></td>
<td>The Developer has completed construction of Taxiway Lima and it has been accepted by the Authority.</td>
</tr>
<tr>
<td>(3)</td>
<td></td>
<td>The Developer has completed construction of Vapor Trail and the same has been accepted by the applicable Government Authorities.</td>
</tr>
<tr>
<td>(4)</td>
<td></td>
<td>The Developer has completed construction and/or reconstruction of Drainage Retention Basins.</td>
</tr>
<tr>
<td>(5)</td>
<td></td>
<td>The Developer, in coordination with the Authority, has completed the necessary environmental clearances for the Horizontal Improvements to be constructed pursuant to the Master Plan to the satisfaction of the FAA.</td>
</tr>
</tbody>
</table>

Currently the requirements to meet Minimum Development Deadline #1 are on schedule to be maintained.
VI. Market Opportunities and Constraints for Next 3 Years

The current market outlook appears strong for office and industrial investors. As reported by CBRE Commercial Real Estate Services, they observed strength in the Phoenix industrial and office markets throughout 2019 and predict a similar outlook for the year ahead. Population growth and net-migration remain strong at almost double the annual forecasted rate.

The market for Phoenix industrial product has remained strong and continues to be driven by the demand for large distribution buildings from e-commerce tenants to be used for warehousing of their inventories. Tech sector growth is also strong, leaning on the workforce and available land and infrastructure, and supporting industrial users are also driving demand. The Phoenix industrial sector has benefitted from the increase of manufacturing and manufacturing jobs nationally, which has bolstered the demand for properties designed for uses other than distribution.

Higher taxation and regulation of California businesses has made Arizona a viable alternative to both industrial and office users, which has added to the demand for those types of property in Phoenix. In addition, lower taxes, less expensive labor, affordable housing and its proximity to California ports makes the cost of doing business in Phoenix much less than in California. Freeway expansions serving the East Valley (and bypassing Central Phoenix) should also enhance this market’s attractiveness, and the Airport adds value to that segment as well.

Coupled with the expansion of local business and strong Phoenix job growth, demand for office space has been increasing steadily which is reflected in a decrease in office vacancy rates; this continued in 2019. Net absorption is as high as it has been in years. An ongoing topic of discussion throughout the year has been if the market will remain strong as we head into 2020. At this point, market fundamentals indicate that the Phoenix real estate market will continue to thrive in the coming year, as a result of Tech, E-commerce, and large logistics users in all parts of the Valley and surrounding communities.
Last year, demand for new development of industrial and Class A office properties in Phoenix outpaced supply and both sectors saw an increase in annual rents. The Phoenix Metro Area is the second fastest growing metro area in the Country, and currently ranks 11th in total population.

Within the past five years, the industrial market has absorbed 46.9 million square feet of industrial space, while new construction has added 36.6 million square feet of new space. We also have seen positive net absorption in the office sector in 20 of the past 20 quarters.

While not an occurrence in 2019, at the time of the development of this Annual Report, SkyBridge, the nation, and the world as a whole are in the throes of addressing the COVID-19 Pandemic. In addition to the health concerns obvious within an event of this sort, the financial and market ramifications are only now being felt and exposed. The outcome and reach are not yet completely understood, but SkyBridge remains fully invested in this project and its partners as we exit this situation and move forward with the same vigor and confidence with which we entered into this transaction.

The short-term impacts on Commercial and Business Aviation are already somewhat evident, and the general positioning of Financial Institutions on lending and the like is still being defined. Dependent upon the depth and duration of the COVID-19 Pandemic, the potential impact on development and leasing could be significant, but we do not feel that the situation will rival the 2008 Financial Crisis, and that the strength of the SkyBridge and PMGAA positioning will mitigate some of this market impact. Rest assured that SkyBridge and its partners will continuously monitor this situation and update all involved parties with each development.
VII. General Marketing Plan and Potential Takedowns for next Three Years

SkyBridge Arizona has extended its contract with CBRE to market and lease the facilities being developed. As part of this agreement, CBRE continues to work through one of their affiliates, Streetsense, to create a brand awareness and an international marketing campaign. This will include or has completed the following:

- Brand Development (Ongoing)
- Immersion + Discovery
- Concept Development: Look and Feel + Messaging Platform (Ongoing)
- Digital Flipbook (Complete)
- Brand Video Flythrough (Complete)
- Communications Strategy (Complete)
- Communications Playbook (Ongoing)
- PR Newswire – 6x annually (Ongoing)
- Broker Gifts/Packaging – 1x quarter

In addition, CBRE is providing potential tenants with the Business Incentives to locate at SkyBridge Arizona:

- Expedited Customs’ Unified Cargo Processing Program (UCP), as described.
- Military Reuse Zone offers aerospace & aviation-related businesses key savings:
  > Transaction Privilege Tax
  > Job Tax Credits for net new jobs created up to $10,000 per employee over a 5-year span
  > Personal property tax reduction for five years
- Job training funds available
- US Customs and SAT on-site
- HubZone Eligible
- Foreign Trade Zone Pending
- Opportunity Zone
Based on the strength of the Market and the Desire to be located next to a major airport, we continue to expect to Takedown Phase I – 187 Acres, aprox. 1.0 Million square feet in the next three years.
**VIII. Local and DBE/MBE/WBE/VBE Participation Rates**

SkyBridge has been given a Goal of 25% for Local and DBE/MBE/WBE/VBE Participation. We continue to convey this goal to vendors and contractors and will present progress going forward in subsequent Reports.

The current Participation Rates for each category are, for Lots 106 & 107:

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>45%</td>
</tr>
<tr>
<td>DBE</td>
<td>2%</td>
</tr>
<tr>
<td>MBE</td>
<td>12.5%</td>
</tr>
<tr>
<td>WBE</td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>8.25%</td>
</tr>
<tr>
<td>VBE</td>
<td></td>
</tr>
</tbody>
</table>
IX. Community Involvement Plan

SkyBridge has been actively working to involve the Community in the Project. This is also a key requirement for the FAA EA Process. Prior to approvals, we held meetings with PMGA Stakeholders, met with the local municipalities, and contacted all government agencies, utilities, and tribal entities to seek input into the Master Plan and comment on the EA application. SkyBridge Staff have also presented and provided tours at over 15 different Industry events to inform the business community on the project during 2019, including Associated Minority Contractors, Mesa Hispanic Chamber of Commerce, South Mesa Economic Research Forum, Gilbert Chamber of Commerce, and a number of elected officials and dignitaries. We have also integrated related Stakeholders into potential Tenant presentations and proposal responses over the course of the year.

As a part of our Community Involvement Plan, the Groundbreaking for Lot 106 included, in addition to direct stakeholders like PMGAA and the SkyBridge teams, invitees from each PMGAA Board Member municipality and Native American Community, elected officials, US Customs and Border Protection, SAT, Airport tenants, and various Chambers of Commerce associates. We feel completely invested in the wider community around Phoenix-Mesa Gateway Airport and will continue to include those entities moving forward.
X. Unified Cargo Processing Program

- Statistics on Export Activity: None since the previous 2 test flights with a charter aircraft to Hermosillo, Mexico
- Statistics on Import Activity: NA
- Number of Mexican Customs Officials Stationed Permanently: 1
- Narrative regarding Opportunities or Constraints with Respect to the Program: We continue to coordinate with USCBP and SAT in the defining of the logistics for the program, both at the Hanger 32 location and for future facilities. Interest remains high from the Mexican Government in the success of the program, but some turnover issues in leadership have slowed the codification process of the SAT/Aduanas side of receipt of cleared product into Mexico. This is making progress, and we anticipate commencement of the program on a greater scale with an Operator for the facility, and the commencement of the FTZ within the next three (3) months.
A public meeting of the Phoenix-Mesa Gateway Airport Authority (PMGAA) was convened on Tuesday, March 17, 2020, 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 Robert Stone, Gila River Indian Community (via telephone)
- Mayor Gail Barney, Queen Creek (via telephone)
- Councilwoman Thelda Williams, Phoenix *
- Mayor John Giles, Mesa (via telephone)
- Councilmember Jordan Ray, Gilbert (via telephone)
- Mayor Jeff Serdy, Apache Junction

* Neither present nor represented

Airport Staff Present
- J. Brian O’Neill, Executive Director/CEO
- Scott Brownlee, Deputy Director/COO
- Chuck Odom, CFO
- Misty Johnson, Clerk of the Board
- Jill Casson Owen, Attorney (via telephone)

Guests Present
None

1. **Call to Order** at 9:03 a.m. (Lt. Governor Robert Stone)

2. **Pledge of Allegiance.**

3. **Call to the Public.**
   There were no public comments.

4. **Executive Director’s Report.** - J. Brian O’Neill, A.A.E., Executive Director/CEO
   Executive Director O’Neill provided a briefing on PMGAA financial performance, passenger activity, the community noise report, and various Airport projects. Fiscal Year-to-Date (FYTD) Net Operating Income is $2,279,114.
   - **Coronavirus Pandemic Initiatives -**

   To effectively and efficiently react to the rapidly changing environment during the coronavirus pandemic, PMGAA has initiated the Pandemic Response Plan. All business travel has been suspended until further notice. The cleaning contractor has been instructed to be extra vigilant with high-touch areas in the terminal and other PMGAA buildings. Non-essential operational expenditures are postponed. All employees exhibiting coronavirus symptoms are requested to self-report to their supervisor immediately. Possible telecommuting opportunities are being explored on a case-by-case basis. Regularly scheduled Gateway Airport stakeholder coordination meetings are being conducted during the outbreak.
The previously scheduled SkyBridge Arizona Groundbreaking Ceremony for the new 82,500 SF hangar at Lot 107 which had been planned for this morning has been postponed until further notice. It is anticipated that SkyBridge Arizona will receive their Finding of No Significant Impact (FONSI) for their FAA Environmental Assessment by the end of March. Once they receive their FONSI, they will be able to move forward with their investment of $25 - $40 million dollars in horizontal infrastructure.

Aviation Performance Solutions (APS) held a groundbreaking ceremony on February 18, 2020 for their 65,000 SF office/hangar complex that will serve as the company’s headquarters.

On February 26, 2020, PMGAA hosted Aviation Career Education (ACE) Day inviting 750 students, teachers, and chaperones from Higley Unified School District. Several aircraft including a KC-135, F-16 & F-35 were available on display to students. Deputy Director Scott Brownlee spoke about his pathway into aviation while the pilots of the aircraft on display answered questions from the students. Credit goes to Community and Government Relations Director Ryan Smith, Community Relations Manager Brian Sexton, and the rest of the team for a successful event.

Taxiway Kilo is under reconstruction to fix a non-compliant connection to Runway 30L/12R. Phase II completion has been marred with rain delays. The completion date was originally expected to be mid-March 2020 but has now been extended until mid-April. PMGAA is working with the local communities to help set realistic expectations for when the temporary flight paths will return to normal.

PMGAA Engineering and Marketing Departments collaborated to create a “to-scale rendering” of Gateway Airport’s new Air Traffic Control Tower. The new tower will be 50% larger and will double the controller cab space. Construction is planned to begin in September 2020. It is uncertain if the economic effects of the coronavirus pandemic will have any impact on this project. Mayor Serdy asked what will happen with the old tower. Executive Director O’Neill replied the current tower will remain in place until the new tower is complete. The top section will be removed, and the lower two levels of the tower will remain and used for equipment storage.

The earthwork for the relocation of the Ellsworth Channel continues, with active trenching of the new channel underway. This project is being funded with $11 million in passenger facility charges (PFC) to relocate a portion of the channel that bisects an area on the eastside of the property. This relocation will allow for a contiguous development of all 700 acres.

O.H.S.O. Brewery has opened in the commercial passenger terminal. With the reduction of flight and passenger activity due to the coronavirus pandemic, all the terminal concessionaires are struggling. Mayor Barney asked if there is any information available regarding the Airport Stimulus Package. Executive Director O’Neill said PMGAA is currently working with the Congressional Delegation to gather information on the anticipated financial impact of a prolonged aviation industry slow-down.

5. Consent Agenda

a) Minutes of the Board Meeting held on February 18, 2020.

b) Resolution No. 20-08 Authorizing annual changes to the Airport Rules and Regulations.
c) **Resolution No. 20-09** Authorizing the filing of grant applications including agreeing to all understandings and assurances contained therein; and, authorizing the acceptance and execution of any Federal Aviation Administration (FAA) or other Federal Agency, State of Arizona, Arizona County or Arizona Local Municipal grant offer(s), applied for or received between July 1, 2020 and June 30, 2021 by the Chair of the Authority, the Executive Director/CEO, Deputy Director/COO or Chief Financial Officer/CFO.

d) **Resolution No. 20-10** Authorizing the Executive Director/CEO to sign an easement agreement with Salt River Project (SRP) for an electrical transmission line along the relocated Ellsworth channel.

e) **Resolution No. 20-11** Authorizing the purchase of unleaded and diesel fuel from the lowest priced State contract vendor at market prices for Airport Authority use and resale in the amount of $100,000.

f) **Resolution No. 20-12** Authorizing an Amendment 4 to the Master Development Agreement with Mesa SkyBridge, LLC for the Gateway Aerospace Park generally located at the southeast corner of Sossaman Road and Velocity Way to modify the outside contingency date with respect to the FONSI. The effective date of this Amendment 4 is March 18, 2020.

g) **Resolution No. 20-13** Authorizing the purchase from Frequentis USA, Inc. for the installation and integration of smartMET in an amount not-to-exceed $68,000.

   Mayor Jeff Serdy moved to approve the Consent Agenda
   Mayor John Giles seconded the motion.
   The motion was carried unanimously.

Consideration and Possible Approval of:

6. **Resolution No. 20-14** Adoption of the proposed Operating Budget, Capital Budget, and Member Government Contributions for the fiscal year ending June 30, 2021.

   Councilmember Jordan Ray moved to approve Resolution No. 20-14
   Mayor Jeff Serdy seconded the motion.
   The motion was carried unanimously.

7. **Resolution No. 20-15** Adoption of the revised Airport Rates and Charges schedule with an effective date of April 1, 2020.

   Mayor Jeff Serdy moved to approve Resolution No. 20-15
   Mayor Gail Barney seconded the motion.
   The motion was carried unanimously.

8. **Board Member Comments/Announcements.**
   Mayor Serdy commented that the postponement of events due to the pandemic should make for a very busy September and October assuming all events will be rescheduled. Executive Director O’Neill stated the situation is fluid and he will keep the Board updated on the latest impact to PMGAA.
9. **Next Meeting: Tuesday, April 21, 2020** at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona.

10. **Adjournment.**
    The meeting adjourned at 9:27 a.m.

Dated this _____ day of __________ 2020.

______________________________
Misty Johnson, Clerk of the Board
Board Action Item

To: Board of Directors  
From: Shea Joachim, CEcD, Business Development Director  
Through: J. Brian O’Neill, A.A.E., Executive Director/CEO  
Subject: Mesa SkyBridge, LLC – Master Lease Adjustment Amendment  
Date: April 21, 2020

Proposed Motion
To authorize an Adjustment Amendment to the Master Lease Agreement with Mesa SkyBridge, LLC to adjust the square footage of the leased Property located at the southeast corner of Sossaman Road and Velocity Way.

Narrative
The Phoenix-Mesa Gateway Airport Authority (“PMGAA”) and Mesa SkyBridge, LLC (“SkyBridge”) entered into a Master Lease Agreement on April 1, 2018 for the approximately 360-acres located at the southeast corner of Sossaman Road and Velocity Way (“Property”).

Staff proposes an Adjustment Amendment to the Master Lease Agreement (“Agreement”) to increase the Rentable Premises, as defined in Section 5.9 of the Agreement, to 15,035,975. The proposed adjustment is comprised of Excluded Parcel 2, updated square footage calculation from the Hunter ALTA survey, and a clerical error that occurred with the Lot 106 Adjustment Amendment.

There are no other changes to the terms of the Master Lease Agreement.

Attachment(s)
Master Lease Adjustment Amendment
RESOLUTION NO. 20-16

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

WHEREAS the Authority desires to authorize an Adjustment Amendment to the Master Lease Agreement with Mesa SkyBridge, LLC to adjust the square footage of the leased Property located at the southeast corner of Sossaman Road and Velocity Way;

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 Adjustment Amendment with Mesa SkyBridge, LLC to adjust the square footage of the leased Property located at the southeast corner of Sossaman Road and Velocity Way. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 21st day of April, 2020.

Robert Stone, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board  Jill Casson Owen, Attorney
ADJUSTMENT AMENDMENT TO MASTER LEASE
Addition of Excluded Parcel 2 to the Rentable Premises

THIS ADJUSTMENT AMENDMENT TO MASTER LEASE ("Amendment") is made as of the 1st day of May, 2020, by and between PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized and existing under the laws of the State of Arizona ("Lessor"), and MESA SKYBRIDGE LLC, an Arizona limited liability company ("Lessee"). Lessor and Lessee may be referred to jointly as "Parties," and each separately may be referred to as a "Party."

RECITALS

A. Lessor and Lessee are parties to that certain Master Lease dated April 1, 2018, as amended by that certain Adjustment Amendment to Master Lease dated November 1, 2019 and that certain Adjustment Amendment to Master Lease dated December 1, 2019 (collectively, the "Lease") covering certain property commonly known as Gateway Aerospace Park at the Phoenix-Mesa Gateway Airport, which property is more particularly described in the Lease, and referred to in the Lease and in this Amendment as "Property."


C. The Parties desire to modify Section 5.9 of the Lease to acknowledge the additional 4,813 SF of Rentable Premises added as a result of the ALTA survey included as part of the Master Lease Amendment #1 dated August 1, 2018.

D. The Parties desire to further modify the Lease to add Excluded Parcel 2 (748,404 SF) to the Property in accordance with Section 2.1.4 of the Lease.

E. The Parties agree that the Adjustment Amendment dated November 1, 2019 for Lot 106 reduced the Rentable Premises by Ninety-Nine (99) SF more than the actual size of Lot 106.

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

1. Recitals. The above recitals are hereby confirmed as true and correct and are reaffirmed herein.

2. Property Adjustment. Excluded Parcel 2, as described in Exhibit A, is hereby added to the Lease and to the Rentable Premises. In addition, the Ninety-Nine (99) SF reduced as part of the Lot 106 Adjustment Amendment is added back into the Rentable Premises. As of the date of this Amendment, after adding Excluded Parcel 2 and the Ninety-Nine (99) SF from the Lot 106 Adjustment Amendment to the Lease, the Rentable Premises is 15,035,975.

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

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

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

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

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

LESSOR:

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

By:______________________________

J. Brian O’Neill, A.A.E.

Executive Director/CEO

LESSEE:

MESA SKYBRIDGE LLC, an Arizona limited liability company

By:______________________________

Felipe Monroy Torres

Chief Executive Officer
Exhibit A
EXHIBIT "A"
WEST RANGE AREA
LEGAL DESCRIPTION

THAT PORTION OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32, MARKED BY AN ALUMINUM CAP IN HANDBOARD STAMPED "LS 32776," FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 32, MARKED BY A 2" ALUMINUM CAP IN HANDBOARD, STAMPED "LS 6568/2 2002," BEARS, SOUTH 89°29'18" EAST, FOR A DISTANCE OF 2637.91 FEET AS MEASURED AND RECORDED IN BOOK 609 OF MAPS, PAGE 29, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89°29'18" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 1058.14 FEET;

THENCE NORTH 00°30'42" EAST, FOR A DISTANCE OF 299.65 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°46'51" WEST, FOR A DISTANCE OF 144.65 FEET TO A NON-TANGENT CURVE HAVING A RADIUS OF 93.94 FEET AND A CHORD BEARING OF NORTH 73°09'26" WEST, FOR A DISTANCE OF 28.90 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°41'42", AN ARC LENGTH OF 28.01 FEET, TO A NON-TANGENT COMPOUND CURVE, HAVING A RADIUS OF 399.11 FEET AND A CHORD BEARING OF NORTH 54°38'00" WEST, FOR A DISTANCE OF 62.44 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 8°58'20", AN ARC LENGTH OF 62.50 FEET, TO A NON-TANGENT COMPOUND CURVE, HAVING A RADIUS OF 1493.76 FEET, AND A CHORD BEARING OF NORTH 39°15'08" WEST, FOR A DISTANCE OF 473.98 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°15'27", AN ARC LENGTH OF 475.99 FEET;

THENCE NORTH 21°26'38" EAST, FOR A DISTANCE OF 21.40 FEET;

(CONTINUED ON PAGE 2)
EXHIBIT "A"
WEST RANGE AREA
LEGAL DESCRIPTION

(CONTINUED FROM PAGE 1)

THENCE NORTH 78°31'23" EAST, FOR A DISTANCE OF 30.07 FEET;

THENCE SOUTH 87°02'24" EAST, FOR A DISTANCE OF 463.95 FEET;

THENCE NORTH 74°24'04" EAST, FOR A DISTANCE OF 22.57 FEET;

THENCE SOUTH 80°24'07" EAST, FOR A DISTANCE OF 86.73 FEET;

THENCE NORTH 87°00'08" EAST, FOR A DISTANCE OF 87.29 FEET;

THENCE SOUTH 43°56'41" EAST, FOR A DISTANCE OF 25.29 FEET;

THENCE SOUTH 09°46'51" EAST, FOR A DISTANCE OF 30.37 FEET TO A
NON-TANGENT CURVE HAVING A RADIUS OF 481.52 FEET; AND A CHORD BEARING
OF SOUTH 03°10'05" EAST, FOR A DISTANCE OF 137.03 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL
ANGLE OF 16°21'40", AN ARC LENGTH OF 137.50 FEET, TO A NON-TANGENT
REVERSE CURVE, HAVING A RADIUS OF 108.03 AND A CHORD BEARING OF SOUTH
08°19'39" EAST, FOR A DISTANCE OF 78.57 FEET;

THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL
ANGLE OF 42°38'56", AN ARC LENGTH OF 80.41 FEET, TO A NON-TANGENT
REVERSE CURVE, HAVING A RADIUS OF 122.12 FEET AND A CHORD BEARING OF
SOUTH 03°15'51" WEST, FOR A DISTANCE OF 104.54 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A
CENTRAL ANGLE OF 50°41'06", AN ARC LENGTH OF 108.03 FEET;

THENCE SOUTH 26°59'36" WEST, FOR A DISTANCE OF 51.27 FEET TO A
NON-TANGENT CURVE, HAVING A RADIUS 55.69 FEET; AND A CHORD BEARING OF
SOUTH 54°51'26" WEST, FOR A DISTANCE OF 46.20 FEET;

(CONTINUED ON PAGE 3)
EXHIBIT "A"
WEST RANGE AREA
LEGAL DESCRIPTION

(CONTINUED FROM PAGE 2)

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A
CENTRAL ANGLE OF 49'00'22"., AN ARC LENGTH OF 47.63 FEET;

THENCE SOUTH 85°59'33" WEST, FOR A DISTANCE OF 38.79 FEET;

THENCE NORTH 80°40'53" WEST, FOR A DISTANCE OF 27.12 FEET;

THENCE NORTH 69°03'53" WEST, FOR A DISTANCE OF 86.97 FEET TO THE POINT
OF BEGINNING.

SAID AREA CONTAINS 246,027 SQUARE FEET, OR 5.648 ACRES, MORE OR LESS.
EXHIBIT "A"
EAST AREA
LEGAL DESCRIPTION

THAT PORTION OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THENCE SOUTH 89°29'39" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 1199.89 FEET;

THENCE NORTH 00°30'21" EAST, FOR A DISTANCE OF 530.78 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 84°41'06" WEST, FOR A DISTANCE OF 145.47 FEET;

THENCE SOUTH 84°27'01" WEST, FOR A DISTANCE OF 44.44 FEET;

THENCE NORTH 47°44'46" WEST, FOR A DISTANCE OF 52.20 FEET;

THENCE NORTH 01°26'07" WEST, FOR A DISTANCE OF 44.63 FEET;

THENCE NORTH 02°05'43" WEST, FOR A DISTANCE OF 40.67 FEET;

THENCE NORTH 26°45'20" EAST, FOR A DISTANCE OF 20.59 FEET;

THENCE NORTH 80°11'14" EAST, FOR A DISTANCE OF 23.73 FEET;

THENCE SOUTH 86°45'14" EAST, FOR A DISTANCE OF 144.00 FEET;

THENCE SOUTH 38°02'03" EAST, FOR A DISTANCE OF 151.65 FEET;

THENCE SOUTH 58°08'07" WEST, FOR A DISTANCE OF 46.54 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 30,753 SQUARE FEET, OR 0.708 ACRES, MORE OR LESS.
EXHIBIT "A"
EAST RANGE AREA
LEGAL DESCRIPTION

THAT PORTION OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THENCE SOUTH 89°29'39" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 489.35 FEET;

THENCE NORTH 00°30'21" EAST, FOR A DISTANCE OF 188.84 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 43°35'06" WEST, FOR A DISTANCE OF 67.04 FEET, TO A NON-TANGENT CURVE HAVING A RADIUS OF 73.75 FEET AND A CHORD BEARING OF NORTH 39°06'16" WEST, FOR A DISTANCE OF 69.09 FEET;

THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°51'42", AN ARC LENGTH OF 71.30 FEET;

THENCE NORTH 11°45'12" WEST, FOR A DISTANCE OF 31.64 FEET;

THENCE NORTH 39°43'04" WEST, FOR A DISTANCE OF 30.04 FEET;

THENCE NORTH 20°52'01" WEST, FOR A DISTANCE OF 81.00 FEET, TO A NON-TANGENT CURVE HAVING A RADIUS OF 35.79 A CHORD BEARING OF NORTH 17°16'20" WEST, FOR A DISTANCE OF 21.82 FEET;

THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°29'30", AN ARC LENGTH OF 22.17 FEET, TO A NON-TANGENT COMPOUND CURVE HAVING A RADIUS OF 137.10 AND A CHORD BEARING OF NORTH 25°14'38" EAST, FOR A DISTANCE OF 114.89 FEET;

(CONTINUED ON PAGE 2)
EXHIBIT "A"
EAST RANGE AREA
LEGAL DESCRIPTION

(CONTINUED FROM PAGE 1)

THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49°32'.27", AN ARC LENGTH OF 118.55 FEET;

THENCE NORTH 51°43'.53" EAST, FOR A DISTANCE OF 113.86 FEET;
THENCE NORTH 64°19'.30" EAST, FOR A DISTANCE OF 33.74 FEET;
THENCE SOUTH 89°40'.16" EAST, FOR A DISTANCE OF 21.43 FEET;
THENCE SOUTH 69°07'.36" EAST, FOR A DISTANCE OF 64.69 FEET;
THENCE SOUTH 85°36'.09" EAST, FOR A DISTANCE OF 111.95 FEET;
THENCE NORTH 81°28'.12" EAST, FOR A DISTANCE OF 20.27 FEET;
THENCE NORTH 61°37'.18" EAST, FOR A DISTANCE OF 35.09 FEET;
THENCE NORTH 87°08'.39" EAST, FOR A DISTANCE OF 111.37 FEET;
THENCE SOUTH 79°14'.24" EAST, FOR A DISTANCE OF 57.43 FEET;
THENCE SOUTH 55°17'.05" EAST, FOR A DISTANCE OF 63.92 FEET;
THENCE SOUTH 41°58'.23" EAST, FOR A DISTANCE OF 80.15 FEET;
THENCE SOUTH 06°07'.49" EAST, FOR A DISTANCE OF 57.81 FEET;
THENCE SOUTH 08°47'.32" WEST, FOR A DISTANCE OF 89.02 FEET;
THENCE SOUTH 03°33'.43" WEST, FOR A DISTANCE OF 179.29 FEET;
THENCE SOUTH 71°43'.26" WEST, FOR A DISTANCE OF 43.38 FEET;

(CONTINUED ON PAGE 3)
EXHIBIT "A"
EAST RANGE AREA
LEGAL DESCRIPTION

(CONTINUED FROM PAGE 2)

THENCE SOUTH 89°41'11" WEST, FOR A DISTANCE OF 157.09 FEET;
THENCE NORTH 87°41'24" WEST, FOR A DISTANCE OF 132.21 FEET;
THENCE NORTH 89°45'45" WEST, FOR A DISTANCE OF 65.86 FEET;
THENCE NORTH 87°48'06" WEST, FOR A DISTANCE OF 121.51 FEET;
SAID AREA CONTAINS 266,369 SQUARE FEET, OR 6.115 ACRES, MORE OR LESS.
EXHIBIT "A"
MUNITION AREA
LEGAL DESCRIPTION

THAT PORTION OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 32, MARKED BY A 2" ALUMINUM CAP IN HANDHOLE, STAMPED "LS 656/2002," FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 32, MARKED BY A 3 1/2" G.L.O. BRASS CAP BEARS, SOUTH 89°29'39" EAST, FOR A DISTANCE OF 2637.88 FEET AS MEASURED AND RECORDED IN BOOK 609 OF MAPS, PAGE 29, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89°29'39" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 1141.45 FEET;

THENCE NORTH 00°30'21" EAST, FOR A DISTANCE OF 186.97 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 42°19'52" WEST, FOR A DISTANCE OF 124.51 FEET;

THENCE NORTH 21°00'58" EAST, FOR A DISTANCE OF 36.17 FEET;

THENCE NORTH 89°34'42" EAST, FOR A DISTANCE OF 67.41 FEET;

THENCE SOUTH 79°33'13" EAST, FOR A DISTANCE OF 99.66 FEET;

THENCE SOUTH 64°10'17" EAST, FOR A DISTANCE OF 24.18 FEET;

THENCE NORTH 78°46'32" EAST, FOR A DISTANCE OF 94.02 FEET;

THENCE NORTH 55°50'14" EAST, FOR A DISTANCE OF 87.31 FEET;

THENCE NORTH 35°13'21" EAST, FOR A DISTANCE OF 69.51 FEET;

THENCE NORTH 38°46'26" EAST, FOR A DISTANCE OF 126.02 FEET;

THENCE NORTH 48°52'52" EAST, FOR A DISTANCE OF 89.49 FEET;

(CONTINUED ON PAGE 2)
EXHIBIT "A"
MUNITION AREA
LEGAL DESCRIPTION

(CONTINUED FROM PAGE 1)

THENCE NORTH 76°35'17" EAST, FOR A DISTANCE OF 19.43 FEET;

THENCE NORTH 89°09'26" EAST, FOR A DISTANCE OF 140.32 FEET, TO A
NON-TANGENT CURVE HAVING A RADIUS OF 53.47 FEET AND A CHORD BEARING
OF SOUTH 66°14'17" EAST, FOR A DISTANCE OF 32.37 FEET;

THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A
CENTRAL ANGLE OF 35°14'16", AN ARC LENGTH OF 32.89 FEET, TO A
NON-TANGENT POINT;

THENCE SOUTH 47°33'20" EAST, FOR A DISTANCE OF 142.68 FEET, TO A
NON-TANGENT CURVE HAVING A RADIUS OF 46.93 FEET AND A CHORD BEARING
OF SOUTH 30°54'42" EAST, FOR A DISTANCE OF 43.12 FEET;

THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A
CENTRAL ANGLE OF 54°42'11", AN ARC LENGTH OF 44.81 FEET, TO A
NON-TANGENT POINT;

THENCE SOUTH 01°42'31" EAST, FOR A DISTANCE OF 85.62 FEET;

THENCE SOUTH 03°03'50" EAST, FOR A DISTANCE OF 32.91 FEET;

THENCE SOUTH 01°50'05" EAST, FOR A DISTANCE OF 59.12 FEET;

THENCE SOUTH 02°37'58" WEST, FOR A DISTANCE OF 48.46 FEET;

THENCE SOUTH 15°57'22" WEST, FOR A DISTANCE OF 20.80 FEET;

THENCE SOUTH 87°50'57" WEST, FOR A DISTANCE OF 157.95 FEET;

THENCE NORTH 86°24'11" WEST, FOR A DISTANCE OF 197.17 FEET;

THENCE NORTH 86°04'36" WEST, FOR A DISTANCE OF 23.09 FEET;

(CONTINUED ON PAGE 3)
EXHIBIT "A"
MUNITION AREA
LEGAL DESCRIPTION

(CONTINUED FROM PAGE 2)

THENCE SOUTH 88°43'33" WEST, FOR A DISTANCE OF 111.30 FEET;
THENCE NORTH 82°51'30" WEST, FOR A DISTANCE OF 80.61 FEET;
THENCE SOUTH 84°08'53" WEST, FOR A DISTANCE OF 121.11 FEET;
THENCE SOUTH 87°34'51" WEST, FOR A DISTANCE OF 94.24 FEET;
SAID AREA CONTAINS 205,255 SQUARE FEET, OR 4.712 ACRES, MORE OR LESS.
Board Action Item

To: Board of Directors  
From: Brian Lehrich, MAcc, CPA, Accounting Director  
Through: Chuck Odom, Chief Financial Officer  
J. Brian O’Neill, A.A.E., Executive Director/CEO  
Subject: Award for Solicitation 2020-016-RFP – Auditor Services  
Date: April 21, 2020

Proposed Motion
To authorize a contract with Clifton Larson Allen, LLP for auditor services in an amount not to exceed $96,000 for a period of three (3) years.

Narrative
As required by federal and state law, the Phoenix Mesa Gateway Airport Authority (PMGAA) is subject to an annual financial and compliance audit by an independent certified public accounting firm. PMGAA’s previous contract for auditor services concluded with the issuance of the June 30, 2019 financial and compliance audits and as required by PMGAA procurement policy, a new RFP was issued for auditor services for the period beginning with the June 30, 2020 financial statements.

PMGAA issued a Request for Proposals, Solicitation 2020-016-RFP, on January 6, 2020, advertising in the Arizona Business Gazette from January 9 through January 30, 2020. The RFP was posted on PMGAA’s website as well as the following sites: Arizona Airports Association, Airport Consultants Council, Airports Council International-North America, and Southwest American Association of Airport Executives. Fifteen prospective respondents also received copies of the solicitation by direct email. PMGAA received proposals from five firms.

The Evaluation Panel reviewed the Proposals submitted and scored and ranked the respondents. Based upon the Proposals received and the established criteria, the Evaluation Panel unanimously ranked Clifton Larson Allen, LLP number one. The Evaluation Panel recommends the firm of Clifton Larson Allen LLP to provide auditor services to PMGAA. Per the terms outlined in the RFP, the Evaluation Panel recommends an initial three-year Agreement.

Fiscal Impact
Auditor Services are included in the Fiscal year 2021 and subsequent operating budgets.

Attachment(s)
Professional Services Agreement C-2020016
RESOLUTION NO. 20-17

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

WHEREAS the Authority desires to authorize a contract with Clifton Larson Allen, LLP for auditor services in an amount not to exceed $96,000 for a period of three (3) years;

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

The Board of Directors of the Authority hereby authorizes a contract with Clifton Larson Allen, LLP for auditor services in an amount not to exceed $96,000 for a period of three (3) years. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 21ST day of April, 2020.

______________________________
Robert Stone, Chair

ATTEST: APPROVED AS TO FORM:

______________________________
Misty Johnson, Clerk of the Board

______________________________
Jill Casson Owen, Attorney
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY

AND

CLIFTON LARSON ALLEN LLP

FOR

AUDITOR SERVICES

CONTRACT NUMBER C-2020016
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Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona ("PMGAA") desires performance of the services more fully described in this Contract Number C-2020016 ("Contract") and the attached exhibits. CliftonLarsonAllen LLP, a Minnesota Limited Liability Partnership ("Consultant"), with its principal offices located at 220 South 6th Street, Suite 300, Minneapolis, Minnesota, 55402, desires to perform these services.

Recitals

A. PMGAA requires the services as described in this Contract, including any and all exhibits and amendments, and Consultant is willing to provide these and other services under this Contract; and

B. PMGAA desires to contract with Consultant to provide services as noted herein.

Now therefore, in consideration of the recitals and the mutual covenants set forth below, PMGAA and Consultant agree as follows.

SECTION I – CONSULTANT SERVICES

The services to be performed by Consultant are specified in this Contract. PMGAA will not pay Consultant for any services that have not been authorized under the Contract. There is no guarantee of a minimum purchase of services.

The anticipated services to be provided by Consultant under this Contract shall generally include, but not be limited to, the following: Auditor Services, as more specifically described in the detailed scope of services attached as EXHIBIT A, “Scope of Services & Fee Schedule.”

PMGAA’s authorized representative shall be the PMGAA Accounting Director, or his/her duly authorized representative, and that he/she shall be the sole contact for administering this Contract.

All services provided by Consultant under this Contract must be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Arizona. Consultant makes no other warranty, expressed or implied.

All services to be rendered by Consultant are subject to the terms of EXHIBIT C, “Special Provisions” and EXHIBIT D, “PMGAA Standard Terms & Conditions” unless otherwise provided by law.

SECTION II – PMGAA RESPONSIBILITIES

PMGAA shall furnish Consultant, at no cost to Consultant, the following information or services for this Contract:

A. Access to copies of readily available maps, records, as-built drawings, benchmarks or other data pertinent to work assignments affiliated with this Contract. This does not, however, relieve Consultant of the responsibility of searching records for additional information, for requesting specific information or for verification of that information provided. PMGAA does not warrant the accuracy or comprehensiveness of any information or documents provided to Consultant.

B. In PMGAA’s discretion and upon Consultant’s reasonable request, access to staff for consultation with Consultant during the performance of this contract in order to identify the problems, needs, and other functional aspects of the work.

C. Prompt review of and feedback on Consultant’s deliverables. PMGAA will advise Consultant concerning progress of PMGAA’s review of the work, as needed.

SECTION III - PERIOD OF SERVICE

Consultant shall complete all work in accordance with the provisions of this Contract as amended.

All work initiated under this Contract must be completed on or before the expiration date of the Contract as amended.

The term of this Contract shall commence on May 20, 2020 and ends on May 31, 2023 ("Base Term"), unless terminated, canceled or extended as provided in this Contract. This Contract has two (2) optional one-year extensions that PMGAA may exercise as its sole discretion. Prior to the expiration of the Contract Base Term, PMGAA may elect to extend the Contract. If PMGAA exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the extended period with the possible exception of price. All fees for
the optional renewal terms are provided for in EXHIBIT A, “Scope of Services & Fee Schedule.” Any extension of this Contract shall require an Amendment signed by both parties. Consultant shall commence its services within seven (7) days of the written authorization by PMGAA. Consultant shall perform its services in a diligent manner and in accordance with this Contract.

SECTION IV - KEY PERSONNEL
The Consultant itself shall provide all services to be performed under this Contract. If Sub-Consultants are required by Consultant to perform any services listed under this contract, Consultant shall notify PMGAA prior to authorizing work by said Sub-Consultants. PMGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.

SECTION V - PAYMENTS TO THE CONSULTANT
Consultant will be paid for work performed under this Contract plus any adjustments that have been approved in writing by PMGAA in accordance with PMGAA’s Procurement Policy. Payments will be made in accordance with EXHIBIT B, “Compensation.”

All services to be rendered by Consultant are subject to the terms of EXHIBIT B, “Compensation” attached hereto. PMGAA does not guarantee any minimum or maximum fee during the Term of this Contract, and Consultant, in executing this Contract, shall not anticipate or require any minimum or maximum fee.

PMGAA shall pay Consultant in agreed upon installments for services authorized and rendered under this Contract at the completion of each work assignment, provided Consultant has satisfactorily completed the requested work. If any such work requires time in excess of 30 calendar days to complete, progress payment(s) may be made on invoices certified and approved by PMGAA.

SECTION VI - ALTERATION IN SCOPE OF SERVICES
For any alteration in the Scope of Services that would materially increase or decrease the Contract fee, the parties shall negotiate an amendment to the Contract to be executed by PMGAA and Consultant. No work shall commence on any amendment or change until the amendment has been approved by PMGAA and Consultant has been notified to proceed by PMGAA. No claim for extra work done or materials furnished by Consultant will be allowed by PMGAA, except as provided herein, nor shall Consultant do any work or furnish any materials not covered by this Contract unless the work is first authorized in writing by PMGAA and the change complies with PMGAA’s Procurement Policy. Any work or materials furnished by Consultant without advance, written authorization will be at Consultant’s own risk, cost, and expense. Without written authorization, Consultant shall make no claim for compensation for such work or materials furnished.

SECTION VII - WORK ASSIGNMENT COMPLETION
If, during the Term of this Contract, situations arise which prevent work completion within the allotted time, PMGAA may grant an appropriate time extension.

SECTION VIII - OWNERSHIP OF DOCUMENTS
Any documents, including all electronic copies thereof, prepared under or as a result of this Contract, shall be the property of and owned by Consultant. Notwithstanding the foregoing, Consultant hereby assigns and grants to PMGAA all right, title and interests to the reports delivered to PMGAA as described in Exhibit A (the “Deliverables”). Consultant shall execute any separate contracts or documents, if any, which may be necessary to implement the terms of this Section. Consultant shall have the right to retain for its files copies of the Deliverables and all information reasonably necessary to comply with its contractual obligations hereunder and applicable professional standards.

SECTION IX - COMPLIANCE WITH LAWS
Consultant shall comply with all federal, state and local laws, local ordinances and regulations throughout the Term.

Consultant’s signature on this Contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform and Control Act of 1986 for all personnel that Consultant and any subconsultants employ to complete any work assignment.

PMGAA shall administer this Contract in accordance with PMGAA’s Procurement Policy.
SECTION X - GENERAL CONSIDERATIONS

A. The failure of either party to enforce any of the provisions of this Contract or require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of the provisions, nor shall it affect the validity of this Contract or the right of either party to enforce each and every provision.

B. The fact that PMGAA has accepted or approved Consultant’s work shall in no way relieve Consultant of responsibility for the work under this Contract.

C. This Contract shall be governed by the laws of the state of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract, or any provision thereof, shall be instituted only in the courts of the state of Arizona.

D. All exhibits to this Contract and any amendments to the Contract are incorporated into it.

SECTION XI - NO KICK-BACK CERTIFICATION

Consultant warrants that no person has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the PMGAA Board of Directors or any employee of PMGAA has any interest, financially or otherwise, in Consultant’s firm.

For breach or violation of this warranty, PMGAA may annul this Contract without liability.

SECTION XII - SUSPENSION OF SERVICES

Consultant shall, within five (5) business days upon receiving written notice from PMGAA, suspend, delay, or interrupt all or a part of the Scope of Services. Consultant shall resume the Scope of Services within five (5) business days of receiving written notice from PMGAA.

SECTION XIII - TIMES OF PAYMENTS

Consultant shall submit periodic invoices for any unbilled portion of the services actually completed. PMGAA shall review, certify, and approve or reject each invoice in whole or in part. PMGAA shall pay each approved invoice within 30 calendar days of the date that PMGAA approves the invoice.

SECTION XIV - TIMELY REVIEW

PMGAA will review Consultant’s studies, reports, proposals, and other related documents and render any decisions required by Consultant in a timely manner. Notwithstanding these reviews, Consultant remains solely responsible for its obligations under this Contract, and PMGAA remains solely responsible for its obligations under this Contract. By PMGAA’s reviews, PMGAA does not assume any liability for or retained control over Consultant’s work or Consultant’s responsibility for the safety of its employees.

SECTION XV - DISPUTE RESOLUTION

All disputes between PMGAA and Consultant arising out of or relating to this Contract will be subject to the Dispute Resolution provisions as set forth in EXHIBIT D, “PMGAA Standard Terms and Conditions”, attached hereto and incorporated herein by reference.

PMGAA and Consultant shall include a similar dispute resolution provision in all contracts with other contractors and consultants retained for the Project and shall require all other independent contractors and consultants to include a similar dispute resolution provision in all contracts with subcontractors, subconsultants, suppliers or fabricators retained by them.

SECTION XVI - LIABILITY OF CONSULTANT

To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its member governments, departments, officers, employees, and agents from and against damages arising out of any wrongful act, error, or omission of Consultant relating to its services under this Contract, but only to the extent of, and in proportion to, any such wrongful act, error or omission.
SECTION XVII - LAWS AND REGULATIONS

All federal, state, and local laws and regulations that relate to Consultant’s services apply to Consultant’s performance of this Contract throughout. These laws and regulations are deemed included in this Contract the same as though written out in full, especially the current applicable Federal Aviation Administration (FAA) rules and regulations associated with airport projects, pertinent Airport engineering standards, and local rules, regulations, and industry standards.

SECTION XVIII - NOT USED

SECTION XIX INSURANCE REQUIREMENTS

1. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

2. All insurance policies required by this Contract, except Workers Compensation and Professional Liability, shall name PMGAA, its agents, representatives, officers, directors, officials and employees as Additional Insured.

3. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
   a. Professional Liability (Errors and Omissions): Insurance with a combined single limit of not less than $2,000,000 per occurrence, claim or incident.
   b. Commercial General Liability: Insurance Services Office Form CG 00 01 covering Bodily Injury and Property Damage on an “occurrence” basis, including personal & advertising injury with limits no less than $1,000,000 per occurrence, $2,000,000 General Aggregate.
   c. Auto Liability: ISO Form CA 00 01 covering any auto (Symbol 1), or if Consultant has no owned autos, hired, (Symbol 8) and non-owned autos (Symbol 9), with limit no less than $1,000,000 Combined Single limit per accident for bodily injury and property damage.
   d. Workers’ Compensation: Statutory Limits as required by the state of Arizona, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
   e. Privacy Liability: Liability arising out of the breach of personally identifiable information whether the disclosure is committed intentionally, negligently, electronically or non-electronically (i.e. laptop, dumpster diving, etc.). Coverage may also be required for breach of confidential corporate information.
   f. Network Security Liability: Liability arising from the interruption of your systems caused by damage to your computer programs or data that results from virus, hacking, a denial of service attack, a denial of access or a simple mistake by your authorized personnel in the administration of your computer system or handling of your e-Business information assets (administrative error). This also includes liability for transmission of a computer virus to a third party via a covered computer system or the failure to prevent the use of your computer system in a denial of service attack.

4. If the Consultant maintains higher limits than the minimums shown above, PMGAA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PMGAA.

5. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:
   a. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to PMGAA.
   b. Waiver of Subrogation: Consultant waives any right to subrogation. Consultant shall obtain an endorsement necessary to affect this waiver of subrogation from the insurer for all lines of coverage required by this Contract, except Workers Compensation and Professional Liability, for claims arising out of the Consultant’s work or service.
   c. Primary Coverage: For all claims related to this Contract, all of Consultant’s insurance policies will be
primary and non-contributory. Any insurance or self-insurance maintained by PMGAA, its officers, officials, employees, or volunteers will be in excess of Consultant’s insurance and will not contribute with it.

d. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by PMGAA. PMGAA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A, VII, unless otherwise acceptable to PMGAA.

f. Claims Made Policies: No Claims Made policies (other than Professional Liability) will be accepted. For policies that provide claims-made coverage:

1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

g. Verification of Coverage: Consultant shall furnish PMGAA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PMGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide the required insurance. PMGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

h. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that PMGAA is an additional insured on insurance required from subcontractors.

i. Special Risks or Circumstances: PMGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

Executed as of the Commencement Date.

CONSULTANT
CLIFTON LARSON ALLEN LLP,
a Minnesota Limited Liability Partnership

By: Sandra L. Cronstrom
Name: Sandra L. Cronstrom
Title: Principal
Date: April 13, 2020

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

By: __________________________
Name: J. Brian O’Neill, A.A.E.
Title: Executive Director/CEO
Date: _________________________
EXHIBIT A – SCOPE OF SERVICES & FEE SCHEDULE

The services to be performed by Consultant and the completion of related efforts are specified in the following Scope of Services & Fee Schedule agreed to by the parties.

SCOPE OF SERVICES

The anticipated services to be provided under this agreement are listed below. If PMGAA requires additional services, Consultant shall provide a written quote to PMGAA using the hourly rates as specified in this Exhibit A.

1. Consultant will audit the annual financial statements of PMGAA (comprised of the basic financial statements and notes to those financial statements), for the fiscal years ending June 30, 2020, 2021, and 2022 (and such additional years as may be agreed upon), express an opinion on the presentation of the financial statements, and provide all required opinions, schedules and letters relating to supplemental annual reporting to granting agencies. Deliverables: An electronic copy plus 15 printed and bound copies of the audit report and financial statements.

2. The management’s discussion and analysis and certain other disclosures are supplementary information required by accounting principles generally accepted in the United States. Consultant will fulfill certain limited audit procedures relating to the supplementary information.

3. The financial audit will be conducted in accordance with auditing standards generally accepted in the United States of America and standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

4. The compliance audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 US Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

5. In keeping with Government Auditing Standards and 2 CFR § 200.333, Consultant will maintain working papers for a minimum of at least three years from the date of the audit reports. These working papers will be made available to representatives of PMGAA’s cognizant audit agency (Federal Aviation Administration or designee), other government audit staff, the United States General Accounting Office, PMGAA and subsequent auditors upon their request and after they have provided you reasonable notice of their request to review the working papers.

6. It is expected that in the audit process, some guidance will be offered by Consultant to help ensure high quality in the content and presentation of PMGAA’s statements and reports. Consultant will also provide a management letter and issue a report on internal controls, detailing any reportable conditions of significant deficiencies in PMGAA’s control structure.

7. Should Consultant become aware of any irregularities or indications of illegal acts, Consultant must make an immediate, written report to the Executive Director.

8. The audit work may begin as soon as the proposed contract is signed and should be completed by October 15 following the end of the fiscal year. Final reports should be completed, and 15 printed and bound copies delivered to the PMGAA by October 31.


10. Consultant will be present at certain Board meetings, and certain monthly meetings of key staff. PMGAA will notify Consultant prior to such meetings.
FEE SCHEDULE:

1. The Not to Exceed totals for the Annual Audit and PFC Audit are as detailed below:
   
<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One (1)</td>
<td>$31,500</td>
</tr>
<tr>
<td>Year Two (2)</td>
<td>$32,000</td>
</tr>
<tr>
<td>Year Three (3)</td>
<td>$32,500</td>
</tr>
<tr>
<td>Year Four (4)</td>
<td>$33,000 (optional extension)</td>
</tr>
<tr>
<td>Year Five (5)</td>
<td>$33,500 (optional extension)</td>
</tr>
</tbody>
</table>

2. Hourly rates:

   The hourly rates stated below will be applicable for the base term (years 1 through 3) of the contract and may be amended, upon mutual agreement, for the optional extension terms.

   Principal: $235    Director/Manager: $155    Senior: $110    Associate: $95    Clerical: $70
Explain what duties and or functions are normally included in each staff person's hourly rate

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

CLA understands the importance of providing our clients with value-added strategies. We propose to provide routine, proactive quarterly meetings — as part of our fee — that will allow us to review and discuss with you the impact of new accounting issues, as well as any other business issues you are facing and how they should be handled. This level and frequency of interaction will no doubt enable CLA to help you tackle challenges as they come up, and take full advantage of every opportunity that presents itself.

We have found over the years that our clients don’t like fee surprises. Neither do we. We commit to you, as we do all of our clients, that:

- We will be available for brief routine questions at no additional charge, a welcome investment in an ongoing relationship.
- Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services. We believe our clients deserve clarity around our Technology and Client Support Fee, and we will continue to be transparent with our fee structure.
- Any additional charges not discussed in this proposal will be mutually agreed upon up front.
- We will always be candid and fair in our fee discussions, and we will avoid surprises.

Ongoing consultation

We do not anticipate PMGAA will receive additional billings related to the annual audit procedures, as we anticipate cooperation from staff and receipt of information for timely completion of your audit. It is also our policy not to bill you for routine telephone calls. Our quoted fee includes routine general consultation throughout the year, however, if you seek a written opinion, or if the issue requires us to perform research, we will bill you at our standard rates for these services. We will discuss these fees with you before we conduct our work.

We have a 24-48 hour response policy to return calls/emails from your supervisory committee, board, or management to provide effective and timely communication. CLA’s personnel are always available to provide assistance by telephone without additional cost to you. If the person you need to talk to is not available at the time you call, we will contact him/her and have him/her get back to you. We have a number of qualified principals on our staff who can provide you with timely and competent assistance.

For your convenience, we have a toll-free number for this purpose: (enter toll-free number). Additionally, in order to provide the most direct access to your team, we will provide the cell phone numbers of your engagement principal and audit manager upon acceptance of our proposal.

At CLA, it's more than just getting the job done.
EXHIBIT B - COMPENSATION

All compensation for services rendered by Consultant shall be based upon criteria established below. All services must be billed through the Consultant.

1. **Fees to be Specified in Contract**
Any and all services to be performed under this Contract require approval. All compensation for services shall be identified in writing. The Contract shall describe the scope of services to be performed (by tasks and subtasks, where appropriate), the fees associated with that performance, and any applicable special provisions. Consultant’s compensation for services included in this Contract is totaled and set forth in EXHIBIT A, “Scope of Services and Fee Schedule”.

2. **Method of Payment**
Subject to the terms of this Contract, PMGAA shall pay Consultant the appropriate rate or fixed price amount for services rendered as described in the Contract only after Consultant has submitted an invoice for services performed and PMGAA has certified and approved each invoice.

For services rendered in accordance with the Contract, Consultant shall submit to PMGAA an invoice depicting tasks performed and/or hours spent for services performed. Invoices must be based on the actual hours and/or expenses incurred for the services completed during the billing period. Consultant’s invoices must specify that Consultant has performed the services, and PMGAA must certify and approve each invoice as a condition to payment.

3. **Consultant Responsibilities for Compensation**
Consultant shall prepare monthly invoices and/or progress reports in accordance with terms specified in the Contract. Progress reports will clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices for payment shall be for work completed unless otherwise agreed to by PMGAA.

Invoices/requisitions for payment for services subject to funding by the FAA and/or ADOT shall include the documentation requirements of the FAA and/or ADOT, which are outlined in the Airport Improvement Program (AIP) Handbook dated September 30, 2014, or most current version.

4. **PMGAA Responsibilities for Compensation**
PMGAA agrees to pay Consultant’s invoices for payment within 30 calendar days after the invoice is approved. PMGAA may withhold payment on any invoice if it believes that Consultant has not performed the work in a satisfactory manner. If PMGAA withholds payment to Consultant, PMGAA shall promptly notify Consultant and explain the reasons for the decision to withhold payment.

5. **Billing Address**
All invoices submitted to PMGAA for payment shall be submitted to:
Phoenix-Mesa Gateway Airport Authority
Attn: Accounting Director
5835 S. Sossaman Road
Mesa, Arizona 85212
EXHIBIT C - SPECIAL PROVISIONS

1. **Civil Rights Act of 1964, Title VI — General**
The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color or national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

2. **Civil Rights Act of 1964, Title VI — Assurances**
During the performance of this Contract, the contractor, for itself, its assignees and successors in interest agrees as follows:

   a. **Compliance with Regulations** — Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

   b. **Nondiscrimination** — The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

   c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment** — In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

   d. **Information and Reports** — The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PMGAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to PMGAA or the FAA as appropriate, and will set forth what efforts it has made to obtain the information.

   e. **Sanctions for Noncompliance** — In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

      i) Withholding of payments to the contractor under the contract until the contractor complies, and/or;

      ii) Cancellation, termination, or suspension of the Contract, in whole or in part.

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

3. **Civil Rights — Title VI List of Pertinent Nondiscrimination Acts and Authorities**
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- **Airport and Airway Improvement Act of 1982**, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- **The Civil Rights Restoration Act of 1987**, (PL. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- **Titles II and III of the Americans with Disabilities Act of 1990**, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- **The FAA’s Non-discrimination statute** (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- **Executive Order 12898**, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- **Executive Order 13166**, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- **Title IX of the Education Amendments of 1972**, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Federal Fair Labor Standards Act**

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor — Wage and Hour Division.

5. **Occupational Safety and Health Act of 1970**

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

6. **Lobbying and Influencing Federal Employees**
   a. No federal appropriated funds shall be paid, by or on behalf of Consultant, to any person for
   influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an
   officer or employee of Congress, or an employee of a Member of Congress in connection with the
   making of any federal grant and the amendment or modification of any federal grant.

   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for
   influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an
   officer or employee of Congress, or an employee of a Member of Congress in connection with any
   federal grant, the contractor shall complete and submit Standard Form L-111, “Disclosure of Lobby
   Activities,” in accordance with its instructions.

7. **Access to Records and Reports**
   Consultant shall maintain an acceptable cost accounting system. Consultant further agrees to provide PMGAA, the
   FAA and the Comptroller General of the United States, or any of their duly authorized representatives, access to any
   books, documents, papers, and records of Consultant which are strictly pertinent to this specific Contract for the
   purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records
   and reports required under this Contract for a period of not less than three (3) years after final payment is made and
   all pending matters are closed.

8. **Breach of Contract Terms**
   Any violation or breach of terms of this Contract on the part of Consultant or its subconsultants or subcontractors
   may result in suspension or termination of this Contract, or any other action that may be necessary to enforce the
   rights of the parties with respect thereto. The duties and obligations imposed by the Contract and the rights and
   remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and
   remedies otherwise imposed or available by law.

9. **Rights to Inventions**
   All rights to inventions and materials generated under this Contract are subject to regulations issued by the FAA and
   PMGAA of the federal grant under which this Contract is executed.

10. **Trade Restriction Clause**
    a. Consultant or its subconsultants/subcontractors, by submission of an offer and/or execution of a
    contract, certifies that it:

    i. is not owned or controlled by one or more citizens of a foreign country included in the list of
    countries that discriminate against U.S. firms published by the Office of the United States Trade
    Representative (USTR);

    ii. Has not knowingly entered into any contract or subcontract for this project with a person that is a
    citizen or national of a foreign country on the list, or is owned or controlled directly or indirectly by
    one or more citizens or nationals of a foreign country on the list; and

    iii. Has not procured any product nor subcontracted for the supply of any product for use on the
    project that is produced in a foreign country on the list.

    b. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with
    49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to
    the above. If the contractor knowingly procures or subcontracts for the supply of any product or
    service of a foreign country on the list for use on the project, the FAA may direct PMGAA cancellation
    of this Contract at no cost to the Government.

    c. Further, Consultant shall incorporate this provision for certification without modification in each
    contract and in all lower tier subcontracts. Consultant may rely on the certification of a prospective
    subcontractor unless it has knowledge that the certification is erroneous.
d. Consultant shall provide immediate written notice to PMGAA if Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor shall agree to provide written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

e. This certification is a material representation of fact upon which reliance was placed when the Contract was awarded. If it is later determined that Consultant or its subcontractor knowingly rendered an erroneous certification, the FAA may direct PMGAA cancellation of this Contract or any subcontract for default at no cost to the Government.

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

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

11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Consultant, by accepting this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant shall include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall provide a written explanation to PMGAA.

12. Project Security
As some or all portions of work possible during the Term of this Contract may be located inside the secured area of the Airport, adherence to and familiarity with federal security regulations is essential. For these projects, Consultant shall be responsible for fulfilling the security requirements described herein.

a. Secured Area Access – All Consultant personnel who require unescorted access to the secured area of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete the Security Badge Application and Security Badge Authorization forms.

b. Employee Security Badges – If deemed necessary by PMGAA all Consultant and/or subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display an Airport security badge. Consultant shall submit a Security Badge Application form to the PMGAA security office for each employee requiring unescorted access, along with the current fee for each badge. Badge fees are identified on the current Airport Fees, Services and Rental Rates available via the Airport website at www.gatewayairport.com and are subject to change.

i. All fees must be paid to PMGAA by cash or check.

ii. Airport Security Badge Application forms and instructions are available via the Airport website at www.gatewayairport.com.

iii. An authorized representative of Consultant must also obtain and submit a Security Media Authorization form, which is to be submitted to the PMGAA badging office. The Security Media Authorization form and instructions are available via the Airport website at www.gatewayairport.com.

iv. A training class on aviation security must be successfully completed before individuals are issued a badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take two hours per person.

v. Additional information, including a “Frequently Asked Questions” is available via the Airport website at www.gatewayairport.com or by contacting the PMGAA Badging Office at (480) 988-7522. The Badging Office is located at 5803 S. Sossaman Road, Mesa AZ 85212.

vi. Consultant shall immediately notify the PMGAA Badging Office of any Consultant personnel whose employment status has changed.
vii. Consultant shall retrieve all security badges and keys and return them to the PMGAA Badging Office. A fee, as indicated on the most current Airport Rates and Charges Schedule, will be charged for each badge that is damaged, lost or not returned.

viii. The PMGAA Badging Office will require a completed Security Badge Application from each Consultant employee so certified by Consultant as requiring such before a Security Badge is issued.

ix. Under certain circumstances and out of control of PMGAA, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.

x. At all times, aircraft shall have the right-of-way over all vehicle traffic.

c. Fines – Due to both the safety and security precautions necessary at the Airport, any failure of the Consultant to adhere to prescribed Airport requirements/regulations has consequences that may jeopardize the health, welfare and lives of Airport customers and employees, as well as the Consultant’s own employees. Therefore, if Consultant is found to be in non-compliance with any security, airfield badging/licensing and airfield safety requirement, a Notice of Violations (NOV) may be issued. A current listing of fines is available by contacting the PMGAA Badging Office.

13. **Standard Terms & Conditions**

PMGAA’s Standard Terms & Conditions (in EXHIBIT D attached) include clauses that pertain to both construction and professional services. For such, the term “contractor” is to be considered same as “consultant.” If a clause implies construction service then it is waived for a professional services contract. PMGAA reserves the right to make that determination if there is a conflict.

14. **Federal and State Guidelines and Regulations**

All work performed under this Contract must satisfy FAA and applicable agency standards, and be accomplished in accordance with applicable federal, state and local guidelines and regulations, including FAA Advisory Circulars, NEPA and Arizona environmental statutes.

Consultant shall perform the services as described in approved Contract in accordance with the applicable requirements imposed by PMGAA, ADOT, FAA and any other applicable sponsoring agencies. Consultant and its subconsultants/subcontractors, if any, shall comply with any and all applicable laws, regulations, executive orders, policies, guidelines, and any other requirements for FAA Airport Improvement Program (AIP) projects. Consultant shall provide PMGAA all information, reports, documents, and/or certifications requested by PMGAA for the satisfaction of any grant requirements for the reimbursement of services, including, without limitation, identifying the specific services provided by Consultant and the billing period(s) during which services were or are to be provided. Nothing herein shall be construed as making the FAA or ADOT a party to this Contract.

15. **Right to Contract With Other Firms**

PMGAA shall have the right to contract with other firms and/or persons and/or to self-perform additional services, which may be the subject of this Contract. Consultant shall conduct its operations and perform any services authorized under the Contract so as not to interfere with or hinder the progress of completion of the work being performed by PMGAA and/or other firms and/or persons. Consultants working on the same project shall cooperate with each other in the performance, scheduling, and, if applicable, the integration of their respective services.

16. **Independent Contractor Status**

At all relevant times, Consultant is - and shall remain - an independent contractor with regard to performance of its services. PMGAA retains no control over Consultant, the performance of its work or services, or the safety of its employees. Consultant is not authorized to enter into any contract or commitment, authorize any payment, or accept any document, services, goods or materials for, in the name of, or on behalf of PMGAA.
EXHIBIT D – PMGAA STANDARD TERMS & CONDITIONS

1. Certification. Consultant certifies:
   a. The award of this Contract did not involve collusion or other anti-competitive practices.
   b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
   c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Consultant hereby certifies that the individual signing this Contract is an authorized agent for Consultant and has the authority to bind the Consultant to the Contract.

2. Termination of Contract.
   a. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Consultant to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons. PMGAA shall, at all times during the term of the Contract or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction.
      (1) Consultant has provided personnel that do not meet the requirements of the Contract.
      (2) Consultant has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
      (3) Consultant has attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
      (4) Consultant has failed to furnish the required service(s) and/or product(s) within the time stipulated in the Contract or associated Authorization of Services.
      (5) Consultant has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Consultant fails to give PMGAA adequate assurance the Consultant will perform the Contract in full and on time.
      (6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Consultant regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
   b. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives thirty (30) calendar days' advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA's convenience and with thirty (30) days' written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date.

3. Dispute Resolution.
   a. Negotiations. If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
   b. Mediation. Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to
this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.

c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court as applicable.

4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Consultant nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Consultant, including Workers' Compensation coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA’s payments under this Contract.

5. **Affirmative Action.** Consultant shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.

6. **Human Relations.** Consultant shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.

7. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.

8. **Americans with Disabilities Act.** Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

9. **Confidentiality of Records.** Consultant shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.

10. **Gratuities.** PMGAA may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Consultant or any agent or representative of Consultant, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Consultant the amount of the gratuity.

11. **Applicable Law.** This Contract shall be governed by, and PMGAA and Consultant shall have, all remedies afforded each by the Uniform Commercial Code, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by
the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.

12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Consultant under this RFP, IFB or RFQ. The Contract contains the entire agreement between PMGAA and Consultant. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.

13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Consultant.

14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.

16. **Protection of Government Property.** Consultant shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultant damages PMGAA’s property in any way, Consultant shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Consultant fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Consultant under the Contract.

17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

18. **Subcontracts.** Consultant shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Consultant of its acceptance or rejection within forty-five (45) days or written request by Consultant. All subcontractors shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Consultant referred to herein. Consultant is responsible for Contract performance whether subcontractors are used.

19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party’s existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Consultant’s services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.

20. **Warranties.** Consultant warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Consultant or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
21. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Consultant’s wrongful acts, errors, omissions, or mistakes relating to Consultant’s services under this Contract, but only to the extent of, and in proportion to, any such wrongful act, error, omission or mistake.

22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

23. **Advertising.** Consultant shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.

24. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA's expense, inspect the place of Consultant’s or any of Consultant’s subcontractor’s business, which is related to the performance of this Contract or related subcontract.

25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party ("Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God ("Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Consultant to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years' climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

26. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Consultant’s risk and may be returned to Consultant. If so returned, all costs are the responsibility of Consultant. Noncompliance shall conform to the cancellation clause set forth in this Contract.

27. Intentionally deleted

28. Intentionally deleted

29. Intentionally deleted

30. **Licenses.** Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Consultant as applicable to this Contract.

31. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party
to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.

32. **Clean Up.** Consultant shall at all times keep Contract performance areas, including storage areas used by the Consultant, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Consultant shall leave the work and premises in clean, neat, and workmanlike condition.

33. **Patents.** Consultant shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys’ fees, for any alleged infringement of any person’s patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Consultant under this Contract.

34. Intentionally omitted.

35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Consultant’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Consultant’s and any of Consultant’s subcontractor’s employee who works on this Contract to ensure the Consultant is complying with this paragraph.
Board Action Item

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Impractical Procurement – Janitorial Services
Date: April 21, 2020

Proposed Motion
To authorize an amendment to the existing contract with Flagship Facility Services, Inc., to extend the term of the contract for one year for an amount not to exceed $577,244.53.

Narrative
PMGAA’s Procurement Policy requires staff to issue a formal solicitation for Janitorial Services, which was issued on March 5, 2020. Contract award recommendation to the Board was anticipated for June 16, 2020. As part of the process, a pre-submittal meeting and tour was required for all Offerors wishing to submit a proposal. Both the meeting and tour are crucial to understanding PMGAA’s needs, requirements, security issues, and facilities environment. Interviews with the proposed project team were also scheduled as part of the solicitation.

Given the Federally declared national emergency and the inadvisability of large-in person meetings makes aspects of this procurement impractical. Extending the timing of the solicitation would put it beyond the normal solicitation and implementation phase for the project and with no real date anticipated for the emergency and conditions surrounding it to end, postponing the solicitation indefinitely is also impractical.

The current janitorial service provider, Flagship Facility Services, Inc., has agreed to provide PMGAA continued services under its current contract for an additional year. The rate at which the services will be provided is $47,687.04 per month. This is a 1.5% increase from its current rate. PMGAA staff reviewed proposals for the last janitorial service solicitation and found that on average, the proposals increased at a rate of 2% each year.

Fiscal Impact
These services were included in the FY21 operating budget under contractual services.

Attachment(s)
Amendment 2 to Contract #C-2019025
RESOLUTION NO. 20-18

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

WHEREAS the Authority desires to authorize an amendment to the existing janitorial services contract with Flagship Facility Services, Inc., to extend the term of the contract for one year for an amount not to exceed $577,244.53;

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 to the existing janitorial services contract with Flagship Facility Services, Inc., to extend the term of the contract for one year for amount not to exceed $577,244.53. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 21st day of April, 2020.

Robert Stone, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board Jill Casson Owen, Attorney
Contract Amendment Number 2
Contract #C-2019025

This SECOND AMENDMENT to the Janitorial Services Agreement is executed to be effective as of April 21, 2020 by and between the PHOENIX MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona, its successors and assigns ("PMGAA") and Flagship Facility Services, Inc., a California Corporation, also known as Flagship Airport Services ("Contractor"). PMGAA and Contractor may be referred to jointly as "Parties," and each separately as a "Party." This AMENDMENT 2 hereby amends that certain Janitorial Services Agreement between PMGAA and Contractor dated and effective April 17, 2019 (as amended, the "Agreement"), with respect to the Term of the Agreement.

WITNESSETH:

WHEREAS, PMGAA and Contractor desire to enter into this AMENDMENT 2 in order to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this AMENDMENT 2 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The term of the Agreement is extended through September 30, 2021, unless terminated, canceled or extended as provided for in the Agreement.

2. For all services to be performed under this Agreement pursuant to the existing Scope of Services during the period of October 1, 2020 through September 30, 2021 PMGAA agrees to pay Contractor as follows:

   Monthly Rate: $47,687.04

   Any additional, as needed services outside of the existing Scope of Services, will be addressed with a request, in writing, from PMGAA and a quote, in writing, from Contractor.

All other terms and conditions of the Agreement remain in full force and effect.

PMGAA
Phoenix-Mesa Gateway Airport
Authority, a joint powers airport authority
Authorized by the State of Arizona:

By: ________________________________

Title: ________________________________

Date: ________________________________

Contractor
Flagship Facility Services, Inc.,
a California Corporation, also known as
Flagship Airport Services:

By: ________________________________

Title: ________________________________

Date: ________________________________
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: April 21, 2020

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

**Active/Pending Solicitations**

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2020-016-RFP</td>
<td>Auditor Services</td>
<td>April 2020</td>
</tr>
<tr>
<td>Request for Qualifications</td>
<td>2020-017-RFQ</td>
<td>Air Service Development Consulting Services</td>
<td>May 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2020-003-RFP</td>
<td>Terminal Advertising Concessions</td>
<td>May 2020</td>
</tr>
</tbody>
</table>

**Future Solicitations**

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Scheduled for Release</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2020-021-RFP</td>
<td>Motor Vehicle Towing</td>
<td>May 2020</td>
<td>July 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2020-026-RFP</td>
<td>Fire Testing, Inspecting &amp; Monitoring</td>
<td>May 2020</td>
<td>July 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-001-RFP</td>
<td>Wildlife Hazard Assessment</td>
<td>July 2020</td>
<td>October 2020</td>
</tr>
</tbody>
</table>

**Equipment Disposals**
Fiscal year totals from sales of decommissioned / nonworking equipment total $56,899.

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

To:       Board of Directors  
From:     J. Brian O’Neill, A.A.E., Executive Director/CEO  
Re:       Weighted Voting Rights Related to the Amended and Restated Joint Powers Airport Authority Agreement  
Date:     April 21, 2020

The Voting Rights (Section 8) of the Phoenix-Mesa Gateway Airport Authority Amended and Restated Joint Powers Airport Authority Agreement (Agreement) defines Member Government (Member) voting rights and weighted voting rights. Per the Agreement, each Member is entitled to a weighted vote equal to that Member’s cumulative investment as a percentage of the total investment made by all current Members since 1993.

When utilizing a weighted vote, should any one Member’s weighted vote calculated under the Voting Rights Section exceed 50%, then the weighted vote for that Member shall be deemed equal to the sum of the weighted vote of all the other Members combined. However, the weighted votes of all the Members combined must be adjusted so that the total weighted vote calculation equals 100%. As an example, if a Member’s weighted vote is calculated at 68%, that Member’s weighted vote would then be deemed to be 50%, with the remaining Members holding a proportionate share of the remaining 50% of the total weighted vote.

Based on the above criteria, the weighted vote calculation for fiscal year 2021 is as follows:

<table>
<thead>
<tr>
<th>Member Government</th>
<th>Unweighted</th>
<th>Weighted</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Mesa</td>
<td>66.01%</td>
<td>50.00%</td>
</tr>
<tr>
<td>City of Phoenix</td>
<td>16.54%</td>
<td>24.33%</td>
</tr>
<tr>
<td>Gila River Indian Community</td>
<td>7.82%</td>
<td>11.50%</td>
</tr>
<tr>
<td>Town of Gilbert</td>
<td>6.73%</td>
<td>9.90%</td>
</tr>
<tr>
<td>Town of Queen Creek</td>
<td>1.93%</td>
<td>2.84%</td>
</tr>
<tr>
<td>City of Apache Junction</td>
<td>0.97%</td>
<td>1.43%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>
Pursuant to A.R.S. § 38-431.02, notice is hereby given to the public that the Regular Meeting of the Phoenix-Mesa Gateway Airport Authority Board of Directors scheduled for Tuesday, May 19, 2020, has been cancelled.

The next Regular Meeting of the Phoenix-Mesa Gateway Airport Authority Board of Directors is scheduled for Tuesday, June 16, 2020 at 9:00 a.m. in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by telephone. 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).

DATED this 7th day of May, 2020.

I Misty Johnson, do hereby certify that I caused to be posted this 7th day of May, 2020, the Notice of Cancellation of the 5/19/2020 Phoenix-Mesa Gateway Airport Authority Board of Directors Meeting in the following places: 1) www.gatewayairport.com; 2) Gateway Administration Building.

Misty Johnson, Clerk of the Board
NOTICE AND AGENDA OF MEETING OF THE
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Phoenix-Mesa Gateway Airport Authority and to the public that the Phoenix-Mesa Gateway Airport Authority will hold a meeting open to the public on **Tuesday, June 16, 2020 beginning at 9:00 a.m.** in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by telephone. 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 Robert Stone, Chair)
   *Members of the Phoenix-Mesa Gateway Airport Authority will attend either in person or by telephone conference call.*

2. **Pledge of Allegiance**

3. **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.*

4. **Executive Director’s Report**  J. Brian O’Neill, A.A.E., Executive Director/CEO

5. **Airport Master Plan Report**  Anthony Bianchi, A.A.E., GISP, Airport Planner

6. **Consent Agenda**
   a) **Minutes** of the Board Meeting held on April 21, 2020.
   b) **Resolution No. 20-19** – Approving the Airport Layout Plan and adopting the Airport Master Plan Update Executive Summary, report document, and recommendations..
   c) **Resolution No. 20-20** – Authorizing a contract with Mead and Hunt, Inc. for Air Service Development Consulting Services in an amount not to exceed $50,000 for the three-year base term, with two, one-year options for renewal.
   d) **Resolution No. 20-21** – Authorizing the Denver Series of Lockton Companies, LLC (Lockton) under the terms of its existing Insurance Broker / Risk Management Consulting Agreement with the Phoenix-Mesa Gateway Airport Authority to purchase specific lines of insurance on behalf of the Authority for the period July 1, 2020 through June 30, 2021 at an aggregate premium cost not-to-exceed the budgeted amount of $473,481.
   e) **Resolution No. 20-22** – Authorizing the purchase of Unleaded and Diesel fuel from the lowest priced State contract vendor at market prices for Airport Authority use and resale in an amount not to exceed $413,357 to provide fuel for the 2021 fiscal year.
   f) **Resolution No. 20-23** – Authorizing the purchase of international waste management services from Stericycle, Inc. (Stericycle) in an amount not to exceed $70,000 for fiscal year 2021.
g) Resolution No. 20-24 – Authorizing an agreement for financial participation between the City of Mesa and Phoenix-Mesa Gateway Airport Authority to share state and federal lobbyist and consulting services effective July 1, 2020 in the amount of $106,406.40

Consideration and Possible Approval of:

7. Resolution No. 20-25 – Authorizing a contract with SDB, Inc. for construction services needed for the Fuel Storage Expansion Project, in an amount not to exceed $1,058,814.12 under CIP 1207.

8. Resolution No. 20-26 – Authorizing the purchase of Jet A fuel and 100LL Avgas from Ascent Aviation (World Fuel) for Airport Authority resale for Fiscal Year 2021 in the amount not to exceed $4,063,027.

9. Election of Chair and Vice Chair

10. Election of Secretary and Treasurer

11. Board Member Comments/Announcements

12. Next Meeting: Tuesday, July 21, 2020 at 9:00 a.m.

13. 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 mjohnson@gatewayairport.com. Requests should be made as early as possible to allow time to arrange the accommodation.
Executive Director’s Report

June 2020
Financial Snapshot

<table>
<thead>
<tr>
<th>OPERATING INCOME</th>
<th>April FY19</th>
<th>April FY20</th>
<th>Month Variance</th>
<th>FYTD Comparison FY19</th>
<th>FYTD Comparison FY20</th>
<th>FYTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>$2,323,111</td>
<td>$1,033,974</td>
<td>($1,289,137)</td>
<td>$19,954,611</td>
<td>$19,509,259</td>
<td>($445,352)</td>
</tr>
<tr>
<td>Less Expenses</td>
<td>$1,682,243</td>
<td>$1,412,002</td>
<td>($270,241)</td>
<td>$16,455,277</td>
<td>$17,392,958</td>
<td>$937,681</td>
</tr>
<tr>
<td>Operating Income (before depreciation)</td>
<td>$640,868</td>
<td>($378,028)</td>
<td>($1,018,896)</td>
<td>$3,499,334</td>
<td>$2,116,301</td>
<td>($1,383,033)</td>
</tr>
</tbody>
</table>

Investment Fund Balances: As of April: Local Governmental Investment Pool (LGIP) 700 = $19,021,071; Wells Fargo; Collateralized Money Market = $562,623 and Collateralized CD’s = $16,881,765; Total $36,465,458. The month-over-month increase is attributable to investment earnings of $134,633.

Finance and Accounting

Due to the significant negative impacts of the ongoing COVID-19 pandemic, Phoenix-Mesa Gateway Airport Authority (PMGAA) reported an operating loss of $378,028 for April 2020, and a Fiscal-Year-To-Date 2020 (FYTD20) operating income of $2,116,301. In April, PMGAA received a $20.5M Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant to help fund the operation and maintenance of Phoenix-Mesa Gateway Airport (Airport, Gateway Airport) during these challenging and unprecedented times.

In April, the commercial aviation industry was decimated by a 95% reduction in passenger activity levels nationwide. At airports, revenue from landing and terminal use fees; aviation fuel; food, beverage, and retail concessions; rental cars; and vehicle parking ground to a halt as airlines reduced service, parking lots remained empty, and many concessions closed.

PMGAA is encouraged by recent increases in passenger activity and will work tirelessly to return to pre-COVID-19 levels as quickly as possible.

Grants, PFCs & Procurements

Active/Pending Solicitations

<table>
<thead>
<tr>
<th>TYPE OF SOLICITATION</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2020-003-RFP</td>
<td>Terminal Advertising</td>
<td>July 2020</td>
</tr>
<tr>
<td>Request for Qualifications</td>
<td>2020-017-RFP</td>
<td>Air Service Development</td>
<td>June 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2020-021-RFP</td>
<td>Motor Vehicle Towing</td>
<td>September 2020</td>
</tr>
</tbody>
</table>
Airport Operations

Through a new *Stay Healthy, Fly Safe* initiative, Gateway Airport has implemented many changes and modifications within its terminals and other facilities to encourage and promote physical distancing, mask wearing, hand washing, and other activities designed to help stop the spread of COVID-19. PMGAA and the Transportation Security Administration (TSA) have reduced seat capacity and passenger queuing lanes; installed plexiglass barriers, floor and seat decals; increased cleaning/sanitizing of high-touch areas; and deployed additional signage to reinforce safe behaviors for airline customers, tenants, and Airport employees.

PMGAA would like to thank the TSA and Gateway Airport’s operations, maintenance, security, and facilities personnel for leading the Airport’s COVID-19 terminal transformation process. Their efforts have greatly increased customer confidence in air travel during the ongoing global pandemic. Thank you!

Operations Statistics

<table>
<thead>
<tr>
<th>PASSENGER COUNTS</th>
<th>April</th>
<th>% Change</th>
<th>FYTD</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Passengers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>158,125</td>
<td>11,238</td>
<td>-93%</td>
<td>1,421,797</td>
</tr>
<tr>
<td>Deplaned</td>
<td>72,346</td>
<td>3,714</td>
<td>-95%</td>
<td>716,510</td>
</tr>
<tr>
<td>Enplaned</td>
<td>85,779</td>
<td>7,524</td>
<td>-91%</td>
<td>705,287</td>
</tr>
<tr>
<td>Allegiant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled</td>
<td>154,056</td>
<td>11,238</td>
<td>-93%</td>
<td>1,382,562</td>
</tr>
<tr>
<td>Charter</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>151</td>
</tr>
<tr>
<td>WestJet</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled</td>
<td>1,873</td>
<td>0</td>
<td>-100%</td>
<td>11,753</td>
</tr>
<tr>
<td>Swoop</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled</td>
<td>2,057</td>
<td>0</td>
<td>-100%</td>
<td>12,263</td>
</tr>
<tr>
<td>Elite</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charter</td>
<td>139</td>
<td>0</td>
<td>-100%</td>
<td>954</td>
</tr>
</tbody>
</table>
Every ten years, the Federal Aviation Administration (FAA) requires all commercial service airports across the country to complete an Airport Master Plan Update (AMPU). These inclusive, long-range planning exercises are designed to assist individual airports in identifying facility and infrastructure needs for the next 10- and 20-year planning horizons. AMPUs review existing airport inventory, establish aviation forecasts, evaluate alternatives for addressing future facility and infrastructure needs, and develop various funding scenarios to support future development and improvement projects.

At Gateway Airport, the highest short-range priority is to update the airfield and improve efficiency and connectivity of all three runways. Longer-range improvements include a new, demand-driven commercial passenger terminal on the east side of the Airport and the repurposing of existing assets on the west side.

For more information about Gateway Airport’s 2020 AMPU, please visit www.gatewayairport.com.

### Community Noise Report

PMGAA received aircraft noise calls from a total of five area residents during April 2020, compared to 17 callers that contacted the Airport last April. FYTD, PMGAA has received calls from 137 callers, compared to 111 during the same time period last fiscal year. PMGAA is committed to being a good neighbor and will contact each individual caller to listen to their concerns or answer their questions about Airport activity. A number of callers often inquire about aircraft operating from other greater Phoenix airports.
Gateway Aviation Services

During the month of April 2020, the Gateway Aviation Services team pumped almost half-a-million gallons of aviation fuel. Despite the national slow-down caused by the March COVID-19 outbreak, pilot training, military, and corporate activity remained strong.

<table>
<thead>
<tr>
<th>CALLERS</th>
<th>April</th>
<th>FYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Total</td>
<td>17</td>
<td>5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AIRCRAFT TYPE</th>
<th>April</th>
<th>FYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Commercial</td>
<td>8</td>
<td>0</td>
</tr>
<tr>
<td>GA Total</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>Helicopter</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>Military</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>17</td>
<td>5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUEL (Gallons)</th>
<th>April</th>
<th>FYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Retail (Jet A)</td>
<td>67,001</td>
<td>24,268</td>
</tr>
<tr>
<td>AvGas</td>
<td>59,236</td>
<td>40,577</td>
</tr>
<tr>
<td>Contract</td>
<td>322,404</td>
<td>102,874</td>
</tr>
<tr>
<td>Commercial</td>
<td>1,261,828</td>
<td>323,057</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,710,469</td>
<td>490,776</td>
</tr>
</tbody>
</table>

Business Development

Private investment in both aeronautical and non-aeronautical development projects at Gateway Airport will dramatically change the landscape of Southeast Mesa. There are currently five separate construction projects currently underway totaling approximately 450,000 SF of new development. Projects include a multi-phased hangar called the Gateway Executive Air Park, a new hangar and corporate headquarters for Advanced Performance Solutions (APS), Aerocircular’s first US aircraft recycling facility, and a flex industrial building and large hangar being developed in SkyBridge Arizona; a 360-acre master development project.
There’s been a significant number of customer-related development and improvement projects completed during the past several years as PMGAA works to enhance the overall experience for the growing number of air travelers choosing the unparalleled convenience and value of Gateway Airport. Covered vehicle parking has been erected at both the Ray Road Economy Parking Lot and the Rental Car Ready Lot adjacent to the commercial passenger terminal.

The most recent projects to be completed are two new food/beverage and retail/news & gift concessions inside the terminal. Kind Hospitality opened a new O.H.S.O. Brewery that includes indoor-outdoor dining and fine crafted Arizona beers; and Paradies Lagardere opened an impressive new Saguaro Mercantile establishment between Gates 7 and 8. Both projects are part of a larger, comprehensive terminal concession improvement program that is bringing exciting new brands and additional eating, drinking, and shopping choices to Gateway Airport.

Next time you’re travelling through the terminal, please visit our new concessions…you won’t be disappointed!

Marketing and Community Relations

The COVID-19 pandemic crippled commercial air travel nationwide. A new campaign for Gateway Airport’s Allegiant Alliance Marketing Collaborative is enthusiastically encouraging all Allegiant cities to “Be Part of Our Comeback”!

The Allegiant Alliance is a unique program created by Gateway Airport to strengthen the connection between the Airport and the 45+ cities that Allegiant currently serves from greater Phoenix. The goal of the Allegiant Alliance is simple; to regularly, and cost-effectively, cross promote upcoming special events, interesting things to see and do, and other exciting reasons why air travelers should make plans to visit an Allegiant destination. Program participants can post high-quality videos and pictures, sample itineraries, hospitality industry recommendations, and Internet links to make trip planning easy. Many Allegiant airports also involve their regional Convention and Visitors Bureau and Chambers of Commerce to help fortify their reach and messaging.

Air travelers are slowly and steadily returning to the skies and PMGAA is enlisting the assistance of partner airports across the country to maximize Gateway Airport’s return.
A public meeting of the Phoenix-Mesa Gateway Airport Authority (PMGAA) was convened on Tuesday, April 21, 2020, 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 Robert Stone, Gila River Indian Community (via telephone)
Mayor Gail Barney, Queen Creek (via telephone)
Councilwoman Thelda Williams, Phoenix (via telephone)
Mayor John Giles, Mesa (via telephone)
Mayor Daniels, Gilbert (via telephone)
Mayor Jeff Serdy, Apache Junction

*Neither present nor represented*

**Airport Staff Present**

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

1. **Call to Order** at 9:01 a.m. (Lt. Governor Robert Stone)

2. **Pledge of Allegiance.**

3. **Call to the Public.**

   There were no public comments.

4. **Executive Director’s Report.** - J. Brian O’Neill, A.A.E., Executive Director/CEO

   Executive Director O’Neill provided a briefing on PMGAA financial performance, passenger activity, the community noise report, and various Airport projects. Fiscal Year-to-Date (FYTD) Net Operating Income is $2,494,328.

   - The impact of COVID-19 is negatively affecting commercial air service and airline related revenue. The annual revenue stream of $17.5 million is being reduced to only 5% of this amount. It is projected that by fiscal year-end June 30, 2020, PMGAA’s Net Operating Liability will be $1M.

   An up to 90-day rent deferral has been extended to some commercial airline-related tenants that have contacted the Authority looking for rent relief. Following the deferral period, the tenants’ situations will be reviewed.

   A voluntary separation agreement has been offered to PMGAA staff with five employees taking advantage of the offer. Approximately 40% of PMGAA staff are currently telecommuting. No layoffs have taken place at this point; however, some employees have experienced reduced hours.

   Through the CARES Act, the Authority is projected to receive a $20.5M grant.
New revenue sources have been developed which includes long-term aircraft storage for Allegiant Air and additional airlines as well as rental car storage.

The aviation industry outlook is projecting 2-5 years before air travel returns to pre-outbreak levels. It is with optimism that the Airport will rebound more quickly than industry predictions because of the unique air service model of Allegiant Air vs. legacy airlines that depend on international routes, business travel, and a more traditional hub and spoke system.

- Implementation of the federal Real ID/Arizona Travel ID program that would require a Real ID compliant driver’s license or a valid passport for air travel and to enter federal buildings has been postponed until at least October 2021.

- On April 17, 2020, Top Aces conducted an engine run-up test on an A-4 aircraft. PMGAA staff were present to collect noise-related data from the engine run-up test. Top Aces is interested in developing a new noise mitigation facility at Gateway Airport to do engine run-up tests on F-16 aircraft. PMGAA is very concerned about the possible negative impacts to Airport tenants and the surrounding communities caused by excessive noise and/or vibrations during the F-16 engine run-up events. PMGAA has hired a national noise consultant and is gathering information before making a recommendation to the PMGAA Board about the proposed facility.

- Four repatriation flights from Central America recently landed at Gateway Airport. PMGAA staff helped to create awareness with area hotels and ground transportation providers about the incoming flights.

- COVID-19 has had little impact on private development projects under construction at the Airport. APS Lot 18 is moving forward with grading and installing the necessary infrastructure of sewer and water for their new 65,000 SF hangar and headquarters facility. Aerocircular’s steel structure is nearly complete. This 52,000 SF structure is scheduled to be completed by the end of July 2020. SkyBridge Arizona’s 53,000 SF flex industrial building is complete and will be available for lease in May.

- Aircraft has arrived for the U.S. Forest Service to use as fire season begins. More aircraft will arrive as needed with the progression of the season.

- Taxiway Kilo is under reconstruction to fix a non-compliant connection to Runway 30L/12R. Phase II will be complete at the end of April. At that time, Runway 30L/12R will reopen and the air traffic pattern will return to normal.

- Earlier this month, the first of two FAA grants totaling $25 million was signed for the construction of the new Air Traffic Control Tower. Construction on the tower is scheduled to begin in September 2020.

- The relocation of the Ellsworth Channel will allow for a continuous development of the 700 acres on the east side of the airfield. Included in the project is the extension of Hawes Road, a bridge over the channel, and utilities extended onto the site. This project is being funded with $11M in passenger facility charges (PFC). In this current economic environment, it may be necessary for the Airport to advance approximately $3M to complete the project and repay itself with future PFC collections.
The new O.H.S.O. Brewery opened briefly in March, the Saguaro Mercantile retail concession is being completed, and both will be ready to open as passengers return.

Mayor Serdy asked if the Airport has thought about stocking up on aviation fuel given current oil prices. Executive Director O’Neill said decreased oil prices create additional opportunities to make certain routes profitable for airlines.

5. SkyBridge Annual Report. – Will Moseley, General Manager – Mesa SkyBridge, LLC (via telephone)

Mr. Mosely provided a brief overview of the SkyBridge Arizona Annual Report for the time period of April 1, 2019 to March 31, 2020. A Finding of No Significant Impact (FONSI) for the ongoing Environmental Assessment (EA) was received from the FAA on March 27, 2020. The issuance of the FONSI allows for the 350 acres to begin full development with Site Infrastructure beginning immediately and buildings to follow shortly.

6. Consent Agenda

a) Minutes of the Board Meeting held on March 17, 2020.

b) Resolution No. 20-08 Authorizing annual changes to the Airport Rules and Regulations.

c) Resolution No. 20-16 Authorizing an Adjustment Amendment to the Master Lease Agreement with Mesa SkyBridge, LLC to adjust the square footage of the leased Property located at the southeast corner of Sossaman Road and Velocity Way.

d) Resolution No. 20-17 Authorizing a contract with Clifton Larson Allen, LLP for auditor services in an amount not to exceed $96,000 for a period of three (3) years.

Mayor Gail Barney moved to approve the Consent Agenda
Mayor Jeff Serdy seconded the motion.
The motion was carried unanimously.

Consideration and Possible Approval of:

7. Resolution No. 20-18 Authorizing an amendment to the existing janitorial services contract with Flagship Facility Services, Inc., to extend the term of the contract for one year for an amount not to exceed $577,244.53.

Mayor Jeff Serdy moved to approve Resolution No. 20-18
Mayor Jenn Daniels seconded the motion.
The motion was carried unanimously.

8. Board Member Comments/Announcements.

There were no comments or announcements.
9. **Next Meeting: Tuesday, May 19, 2020** at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by telephone.

10. **Adjournment.**
    The meeting adjourned at 9:50 a.m.

Dated this _____ day of __________ 2020.

______________________________
Misty Johnson, Clerk of the Board
Board Action Item

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Airport Master Plan
Date: June 16, 2020

Proposed Motion
Move to approve the Airport Layout Plan and adopt the Airport Master Plan Update Executive Summary, report document, and recommendations.

Narrative
An Airport Master Plan, and the associated Airport Layout Plan (ALP), are the primary documents an airport uses for long range planning and to aid in capital project prioritization with the Federal Aviation Administration (FAA). The current Airport Master Plan was last updated in 2008 after previous plans in 1993 and 1999. To aid in creating an updated plan for development, the FAA provided a grant for PMGAA to complete this update.

The Board has been briefed at key milestones in the Master Plan process, most recently on the proposed Capital Improvement Program, the estimated costs, project prioritization, and proposed funding plan. No additional changes to those items have occurred since the last briefing. The ALP has been submitted, reviewed, and approved by the FAA to print. The Executive Summary and draft Master Plan document have been completed. The remaining steps are for the Board to accept the recommendations of the Master Plan, adopt both of the Plan documents, and for PMGAA staff to complete the project close out documents. The Plan was completed within the allotted project budget. The Plan document will be printed after the Board’s consideration and acceptance.

Attachment(s)
Executive Summary & Master Plan Presentation
RESOLUTION NO. 20-19

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

WHEREAS the Authority desires to approve the Airport Layout Plan and adopt the Airport Master Plan Update Executive Summary, report document, and recommendations;

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

The Board of Directors of the Authority hereby approves of the Airport Layout Plan and adoption of the Airport Master Plan Update Executive Summary, report document, and recommendations. This resolution also authorizes the Chair or Executive Director/CEO to make such insertions, 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 16th day of June, 2020.

Robert Stone, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board Jill Casson Owen, Attorney
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INTRODUCTION

Phoenix-Mesa Gateway Airport (IWA or the Airport), located in Mesa, Arizona, is approximately 30 miles southeast of downtown Phoenix. Prior to its inception as IWA, the Airport served as a former United States Air Force (USAF) base known as Williams Air Force Base (AFB), which was later closed in September 1993. Williams AFB was converted to civilian use in March 1994, and in 2008, the Airport was renamed the Phoenix-Mesa Gateway Airport. The Phoenix-Mesa Gateway Airport Authority (PMGAA) operates the Airport and is made up of elected officials from the cities and towns of Mesa, Phoenix, Gilbert, Queen Creek, Apache Junction, and the Gila River Indian Community. IWA now consists of approximately 3,040 acres and is classified by the Federal Aviation Administration (FAA) as a small hub commercial service airport.

The prior master plan effort was completed in 2009. Updates to the master plan are often necessary to account for change in market conditions and address the need for future facilities to accommodate growth over the next 20-year planning horizon. The population growth and economic expansion occurring within the region has also necessitated a long-range analysis and plan for IWA’s future needs to accommodate aviation demand in a sustainable way.

The preparation of the Airport Master Plan Update has been conducted under the direction of the Phoenix-Mesa Gateway Airport staff, with financial assistance from the FAA, Arizona Department of Transportation (ADOT), and PMGAA. The purpose of this Airport Master Plan Update is to determine the long-range Airport development needs, examine viable and reasonable alternatives, and recommend a realistic plan in consideration of potential environmental impacts. Recommended long-term development will only be constructed if implemented by PMGAA and when actual demand occurs.

Goals and Objectives

The primary goals and objectives, as identified in this Airport Master Plan Update, are to:

- Maximize the safety and efficiency for the use of the aircraft operational areas and achieve compliance with FAA guidance.
- Consider the significant amount of marketable Airport developable property and potential demands. The master plan will identify a development program that makes efficient use of airport land for aviation, aviation/airport support, and non-aeronautical facilities, which will maximize the potential for revenue generation.
- Consider the layout of the airfield based upon the demands related to existing and all potential future aircraft types that could regularly operate at the Airport. This includes consideration of all safety and object clearing standards and current FAA configuration guidance.
Consider passenger terminal improvements that are scalable and flexible in their ability to accommodate potential demands. Recommendations will be guided by trigger points that tie improvements to passenger activity levels.

Continue to work with the surrounding communities to promote land use compatibility initiatives that minimize the potential for negative impacts, as identified in PMGAA’s updated Airport Land Use Compatibility Plan (ALUCP).

Promote a Capital Improvement Plan that provides financial sustainability, anticipates reasonable levels of expense and income, and balances facility improvements and infrastructure recommendations with revenues and funding sources.

Consider additional passenger transportation modes (i.e. Lyft, Uber, other transportation network companies) in the development of the future terminal improvement program.

Recognize environmental development constraints, and appropriately consider in improvement recommendations.

**The Master Planning Process**

A master plan is a comprehensive process that provides a strategic vision for growth and operation at Phoenix-Mesa Gateway Airport. The master plan documents the process used and results of the tasks that were performed to conform with FAA guidance, including FAA’s Advisory Circular (AC) 150/5070-6B, *Airport Master Plans*.

A master plan is a multi-step process of tasks that range from establishing a vision and goals to production and adoption of final documents as identified in **Figure ES-1**.

**Figure ES-1: Master Planning Process**

Stakeholder and community outreach were an integral part of the master planning process. This included the use of two committees: the Stakeholders Working Group (SWG) and the Technical Advisory Committee (TAC); both provided guidance and input into the planning process. At key milestones, public workshops were held to review and discuss progress. Land use compatibility and noise contours referenced are from PMGAA’s 2017 ALUCP.
AVIATION ACTIVITY FORECASTS

The IWA activity forecasts comprise projections of future passenger enplanements, aircraft operations, and based aircraft as seen in Table ES-1. The IWA forecasts were developed for the base year of 2018, and future years 2023, 2028, and 2038. Developed forecasts present three planning scenarios: Master Plan Base Growth, Low Growth, and High Growth. The Master Plan Base Growth and Low Growth forecasts include only commercial passenger service and noncommercial aviation activity because IWA currently has no air cargo service. The High Growth scenario includes SkyBridge Arizona’s plans to begin and expand air-cargo carrier service at IWA during the planning horizon of this master plan.

Table ES-1: Passenger Enplanement and Operations Forecasts

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
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<tr>
<td>Master Plan</td>
<td>681,892</td>
<td>759,033</td>
<td>924,667</td>
<td>1,022,420</td>
<td>1,245,211</td>
<td>11.3%</td>
<td>4.0%</td>
<td>2.0%</td>
<td>2.0%</td>
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<td>759,033</td>
<td>1,037,426</td>
<td>1,168,589</td>
<td>1,451,202</td>
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<td>759,033</td>
<td>903,617</td>
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<td>11.3%</td>
<td>3.5%</td>
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<td>Commercial Aircraft Operations</td>
<td></td>
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<td>Master Plan</td>
<td>10,372</td>
<td>10,920</td>
<td>12,953</td>
<td>14,077</td>
<td>16,840</td>
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<td>3.5%</td>
<td>1.7%</td>
<td>1.8%</td>
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<td>10,920</td>
<td>14,463</td>
<td>16,020</td>
<td>19,570</td>
<td>5.3%</td>
<td>5.8%</td>
<td>2.1%</td>
<td>2.0%</td>
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<tr>
<td>High Growth*</td>
<td>10,372</td>
<td>10,920</td>
<td>16,795</td>
<td>22,184</td>
<td>31,482</td>
<td>5.3%</td>
<td>9.0%</td>
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<td>3.6%</td>
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<tr>
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<td>10,372</td>
<td>10,920</td>
<td>12,662</td>
<td>13,558</td>
<td>15,967</td>
<td>5.3%</td>
<td>3.0%</td>
<td>1.4%</td>
<td>1.6%</td>
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<td>Noncommercial Aircraft Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<tr>
<td>General Aviation</td>
<td>271,446</td>
<td>282,596</td>
<td>296,256</td>
<td>311,455</td>
<td>345,401</td>
<td>4.1%</td>
<td>0.9%</td>
<td>1.0%</td>
<td>1.0%</td>
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<tr>
<td>Military</td>
<td>7,503</td>
<td>7,503</td>
<td>7,503</td>
<td>7,503</td>
<td>7,503</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td>Subtotal</td>
<td>278,949</td>
<td>290,099</td>
<td>303,759</td>
<td>318,958</td>
<td>352,904</td>
<td>4.0%</td>
<td>0.9%</td>
<td>1.0%</td>
<td>1.0%</td>
</tr>
<tr>
<td>Total Aircraft Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Master Plan</td>
<td>289,321</td>
<td>301,019</td>
<td>316,712</td>
<td>333,028</td>
<td>369,744</td>
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<td>1.0%</td>
<td>1.0%</td>
<td>1.1%</td>
</tr>
<tr>
<td>High Growth</td>
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<td>301,019</td>
<td>318,222</td>
<td>334,978</td>
<td>372,474</td>
<td>4.0%</td>
<td>1.1%</td>
<td>1.0%</td>
<td>1.1%</td>
</tr>
<tr>
<td>High Growth*</td>
<td>289,321</td>
<td>301,019</td>
<td>320,554</td>
<td>341,142</td>
<td>384,386</td>
<td>4.0%</td>
<td>1.3%</td>
<td>1.3%</td>
<td>1.2%</td>
</tr>
<tr>
<td>Low Growth</td>
<td>289,321</td>
<td>301,019</td>
<td>316,421</td>
<td>332,516</td>
<td>368,871</td>
<td>4.0%</td>
<td>1.0%</td>
<td>1.0%</td>
<td>1.0%</td>
</tr>
</tbody>
</table>

Notes: Bold scenario equals FAA approved numbers. Numbers presented on a Calendar Year basis. * Includes all air-cargo aircraft operations projected by SkyBridge Arizona.
Table ES-2 presents the resulting forecast of general aviation (GA) operations, along with forecasts of military operations and based aircraft at IWA. GA operations for 2018 are estimated based on year-to-date actual data. Beyond 2018, forecast GA operations for IWA are derived from forecast regional GA operations, assuming IWA maintains its 19 percent share of regional, local, and itinerant operations. IWA’s local and itinerant operations grow at the same rate as regional local and itinerant GA operations, respectively. Itinerant operations are flights that go to and come from a different airport, and local operations include flights within IWA’s local traffic pattern. Military operations are held constant at their 2017 level, while the growth in the number of based aircraft is projected to keep pace with the growth in GA operations.

Table ES-2: Non-Commercial Based Aircraft Forecast

<table>
<thead>
<tr>
<th>Measure/Scenario</th>
<th>Actual</th>
<th>Est.</th>
<th>Forecast</th>
<th>Compound Annual Growth Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noncommercial Operations</td>
<td>278,949</td>
<td>290,099</td>
<td>303,759</td>
<td>318,958</td>
</tr>
<tr>
<td>General Aviation</td>
<td>271,446</td>
<td>282,596</td>
<td>296,256</td>
<td>311,455</td>
</tr>
<tr>
<td>Itinerant</td>
<td>104,927</td>
<td>114,236</td>
<td>115,835</td>
<td>119,407</td>
</tr>
<tr>
<td>Local</td>
<td>166,519</td>
<td>168,360</td>
<td>180,421</td>
<td>192,048</td>
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<tr>
<td>Military</td>
<td>7,503</td>
<td>7,503</td>
<td>7,503</td>
<td>7,503</td>
</tr>
<tr>
<td>Based Aircraft</td>
<td>109</td>
<td>116</td>
<td>121</td>
<td>126</td>
</tr>
</tbody>
</table>

FACILITY REQUIREMENTS

By comparing future facility needs to IWA’s existing facilities for the 5-, 10-, and 20-year planning periods, the level of development required to meet future demand was determined. Future facility needs were determined by evaluating facilities according to the design standards in AC 150/5300-13A, Airport Design, that are dependent on the critical aircraft. The critical aircraft was identified as a D-V aircraft (Boeing B747-400F) associated with SkyBridge Arizona’s projected activity. The Airport’s Annual Service Volume (ASV) was calculated at 498,000 aircraft operations, as identified in the Airport’s ALUCP.

Airfield Requirements

The existing three-runway airfield can accommodate the forecasted growth in aircraft operations over the next 20 years. In examination of the runway and taxiway system, the master plan identified the following:

- Insufficient runway length for Runway 12L/30R for B747-400F on expected routes
- Insufficient circulation and taxiway geometry for Runway 12R/30L
- High runway occupancy time for aircraft arrivals on Runway 12C/30C
- Insufficient access to future eastside facilities
Executive Summary

- Runway 12L/30R is considered the commercial runway, but does not offer instrument approaches
- Airport Surveillance Radar (ASR) model-8 has potential to impact development on the eastside of Airport
- Existing Terminal VHF Omnidirectional Range (TVOR) has potential to impact future parallel taxiway alignments for Runway 12C/30C

Passenger Terminal Requirements

An examination of the westside passenger terminal complex revealed several improvements to the passenger terminal area are required to meet the anticipated growth in passenger activity. As identified in Table ES-3, various functional areas of the terminal were examined to include the passenger check-in area, checked baggage, security screening checkpoint, passenger holdroom, apron (gates), and the number of baggage claim devices. Based upon the analysis, surplus areas are identified in green, and deficiencies are identified in red, in the table below.

Table ES-3: Terminal Requirements Summary

<table>
<thead>
<tr>
<th>Functional Areas</th>
<th>Existing Facilities</th>
<th>Planning Activity Level (PAL)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PAL 1 (2023)</td>
</tr>
<tr>
<td>Check-in</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Queue (sf)</td>
<td>4,500</td>
<td>3,550 26</td>
</tr>
<tr>
<td>Counters/Bag drops</td>
<td>32</td>
<td></td>
</tr>
<tr>
<td>Checked baggage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EDS machines</td>
<td>2 CT-80 11,500</td>
<td>3 MS-EDS 11,400</td>
</tr>
<tr>
<td>Makeup area (sf)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security screening checkpoint</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Queue (sf)</td>
<td>3,800 5</td>
<td>1,950 5</td>
</tr>
<tr>
<td>Lanes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passenger holdroom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holdroom (sf)</td>
<td>15,260 3,950</td>
<td>13,000 3,150</td>
</tr>
<tr>
<td>Podium, queuing, egress (sf)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apron (gates)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 ADG III 4 B757</td>
<td></td>
<td>8 ADG III</td>
</tr>
<tr>
<td>Baggage claim (devices)</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

Source: InterVISTAS, November 2018.

Notes: Existing queues are estimated based on terminal drawings.
Requirement, which is based on a hypothetical medium speed inline system (MS-EDS), includes one EDS machine for redundancy.
Sf = square feet.
Green squares = Surplus / Red squares = Deficiency.

In order to address the identified capacity shortfalls in the near term, terminal improvements should focus on in-filling the terminal buildings and reconfiguring the existing space in a phased program to address the capacity shortfalls. These improvements could likely be accommodated through expansions of the...
Executive Summary

existing terminal complex toward or along the existing apron. A long-term solution located on the eastside of IWA will ultimately be required. The Airport Master Plan Update recommends several passenger terminal improvements including:

- The existing terminal annex building (Gates 1 through 4) has reached its useful life and will need to be replaced within the next four years.
- Inbound and outbound baggage improvements are required to accommodate forecast passenger growth.
- Additional concourse holdroom space is required to meet level of service goals.
- Aircraft parking requirements could require additional remain-over-night (RON), remain-over-day (ROD) parking positions, depending on future demand profiles and airline operations.
- Expansion of the security checkpoint can be mitigated by changes in level of service goals and/or investment in higher throughput technologies.
- The airline ticketing lobby is sufficient through the planning period using conservative assumptions regarding process automation and offsite check-in.
- A new, phased, 28-gate, linear-pier demand driven replacement passenger terminal on the east side of the Airport. The initial terminal development program would be based on ADG-III (A320 and B737) and ADG-IV (B757 and B767) aircraft, and at least 10 gates that can be expanded over time as demand dictates. The terminal program will include new aircraft gates, expanded ticket counters, airline ticket offices, outbound baggage screening and baggage claim, Transportation Security Administration (TSA) security screening, concessions, restrooms, and terminal support facilities.

Airfield Support Facility Requirements
Airfield support facilities such as aircraft run-up areas, aircraft aprons for RON or ROD aircraft, fuel storage, and the compass calibration pad were examined to support existing tenants, airline operators, and the local aviation community. The Airport Master Plan Update recommends several improvements to these facilities to include:

- A designated engine run-up area can accommodate both pre-flight and maintenance, repair, and overhaul engine run-ups in addition to a blast fence.
- The existing compass calibration pad should provide improved access to users.
- Avgas and Jet A fueling facilities were determined to have inadequate capacity based upon the forecasts; additional facilities are required for both westside tenants and a new eastside fuel farm.
- The demand for aircraft ROD and RON will increase based upon the approved forecasts.

Vehicular Access and Parking Facilities Requirements
Passenger parking, rental car parking, employee parking, and temporary parking (cell phone lot), as well as access roads were analyzed for their potential to accommodate forecasted demand. Based upon the
Executive Summary

analysis, a number of parking supply deficits show up in the Short-Term (2023) planning horizon and are projected to increase in the Mid-Term (2028), and Long-Term (2038). Deficits were identified in the Hourly Parking Lot, Daily Parking Lot, Rental Car Parking Lot, and Employee Parking Lots. Table ES-4 identifies existing capacity as well as long-term deficiencies based on the activity forecasts.

Table ES-4: Overall Peak Parking Surplus/Deficit Summary

<table>
<thead>
<tr>
<th>Lot</th>
<th>FY 2018 Peak</th>
<th>PAL 1 (2023)</th>
<th>PAL 2 (2028)</th>
<th>PAL 3 (2038)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Parking Total</td>
<td>1,666</td>
<td>1,266</td>
<td>1,069</td>
<td>563</td>
</tr>
<tr>
<td>Hourly Lot</td>
<td>0</td>
<td>-38</td>
<td>-57</td>
<td>-106</td>
</tr>
<tr>
<td>Daily Lot</td>
<td>23</td>
<td>-154</td>
<td>-241</td>
<td>-465</td>
</tr>
<tr>
<td>Ray Road Economy Lot</td>
<td>1,643</td>
<td>1,459</td>
<td>1,368</td>
<td>1,135</td>
</tr>
<tr>
<td>Rental Parking</td>
<td>0</td>
<td>-38</td>
<td>-57</td>
<td>-105</td>
</tr>
<tr>
<td>Employee Parking</td>
<td>0</td>
<td>-41</td>
<td>-62</td>
<td>-114</td>
</tr>
<tr>
<td>Temporary Parking (Cell Phone Lot)</td>
<td>120</td>
<td>120</td>
<td>120</td>
<td>120</td>
</tr>
</tbody>
</table>

Note: Green squares = Surplus / Red squares = Deficiency.

A Level of Service (LoS) analysis was conducted on IWA’s existing roadway system to accommodate forecasted passenger demand. LoS is a qualitative measure used to relate the quality of vehicle traffic service on roadways and intersections by categorizing traffic flow. The LoS analysis considers performance measures, such as vehicle speed, density, and congestion, to assign quality levels of traffic using letters “A” through “F,” with A being the best, and F being the worst. The conditions are defined as A – free flow, B – reasonably free flow, C – stable flow, D – approaching unstable flow, E – unstable flow, and F – forced or breakdown flow. A LoS of either A, B, C or D during the peak hours can be considered acceptable.

South Sossaman Road from East Ray Road to East Pecos Road was analyzed to determine the roadway operational LoS. Based upon the results of the roadway capacity analysis, in a no-build scenario, South Sossaman Road does not operate at acceptable LoS from 2030 and beyond. If an eastside terminal is constructed and Airport generated traffic is removed from South Sossaman Road, the road would then operate at an acceptable LoS “D.” If an eastside terminal is not constructed, further improvements will need to be made to South Sossaman road to alleviate congestion.

MASTER PLAN RECOMMENDATIONS

The recommended conceptual development plan outlines the proposed development and facility improvements that will not only meet the forecasted demand presented in Chapter 2 of the Airport
Master Plan Update, Forecast, but also mitigate the deficiencies presented in Chapter 3, Facility Requirements. The future Airport development projects included in the conceptual development plan are as follows:

**Airfield Improvements**

- Reconstruct segments of Runways 12R/30L and 12C/30C within Phase I (0-5 years) and Phase II (6-10 years). Install new runway LED lighting.
- Extend Runway 12R/30L by 1,275 feet and Runway 12L/30R by 200 feet.
- Construct a dual full-length parallel taxiway east of Taxiway C.
- Construct a full-length parallel taxiway system west of Runway 12C/30C.
- Construct cross-field taxiways between Runways 12R/30L and 12C/30C and between Runways 12L/30R and 12C/30C.
- Construct bypass taxiways for Runways 12L and 30L, and a taxiway connector across Runway 12R.
- Continue to implement the FAA approved solution to Hot Spot-1 for the Taxiway V, B and K intersection.
- Retain the easement on the approach end of Runway 30R to protect the new ¾ mile approach minima and accommodate the increased Runway Protection Zone (RPZ) dimensions.
- Construct a new apron for RON/ROD aircraft.
- Construct Phase 3 of the Alpha Apron.
- Reconstruct and reconfigure Taxiway G.
- Reconstruct segment of Taxiway W.
- Construct new runway markings and signage associated with the runway magnetic change.
- Relocate the ASR-8 to a future to-be-determined location.
- Relocate the TVOR to a future to-be-determined location.

**Airfield Support Facilities Improvements**

- Relocate the existing compass calibration pad to the northern end of the Airport.
- Construct a new run-up area for aircraft north of the existing run-up area and repurpose existing run-up area as ingress/egress for future hangar development.
- Replace the east and west airfield electrical lighting vaults.
- Expand the existing fuel farm to include six additional 50,000 USG fuel tanks.
- Purchase a new Aircraft Rescue Firefighting truck.
- Construct a new fuel farm located on the east side of the Airport to support a new terminal complex.
- Construct a new Air Traffic Control Tower (ATCT).
- Implement a Safety Management System (SMS).
Executive Summary

Parking (Short-Term) Improvements

✔ Transition employee parking out of the Daily Lot as soon as feasible.
  o Establish permanent location at existing Cell/Ride Share/Taxi lot.
✔ Relocate the Cell/Ride Share/Taxi Lot to the northern parcel off South Sossaman Road.
✔ Accommodate additional rental car parking demand in the expanded Rental Support Facility on South Sossaman Road and/or the Ray Road Economy Lot based on operator needs/wants (Rental Flex).
✔ Make the following improvements to pedestrian crossings adjacent to the existing terminal:
  o Pavement markings
  o Refuge islands
  o Signal/crosswalk timing at controlled intersection.

Parking (Mid-Term) Improvements

✔ Relocate rental parking supply to the expanded Rental Support Facility on South Sossaman Road and/or Ray Road Economy Lot based on operator needs/wants (Rental Flex).
✔ Expand Ray Road Economy Lot east to construct additional parking spaces, if needed.

Parking (Long-Term) Improvements

✔ Transition westside parking facilities to alternative support and value-added uses:
  o Private aviation parking
  o Future aeronautical uses
  o Future economic development opportunities.
✔ Construct a new Consolidated Rental Car (CONRAC) facility on the Airport’s east side.
✔ Construct a new passenger vehicle parking facility on the Airport’s east side to support a new passenger terminal complex.

Roadway Improvements

✔ Construct a new eastside terminal access road that connects to Hawes Road and Ellsworth Road.

Existing Passenger Terminal

✔ Reconstruc the existing Terminal Annex (Gates 1-4).
✔ Convert and repurpose the westside terminal to solely accommodate private and GA uses.

Eastside Passenger Terminal

✔ Relocate the Ellsworth Channel.
✔ Develop a linear-pier passenger terminal on the Airport’s east side.
Executive Summary

- Develop adequate support facilities for the initial Phase 1 development program.
- Construct new apron area to support the eastside passenger terminal.

The Airport’s Conceptual Development Plan is depicted in Figure ES-2.
Figure ES-2
Preferred Airport
Conceptual Development Plan
IMPLEMENTATION & FINANCIAL PLAN
The potential phasing of individual projects, as identified in Tables ES-5, ES-6, and ES-7 are separated into three development phases through the planning horizon representing projects that are likely to be developed during each time period (identified on Figure ES-3). If funding or facility needs arise sooner or later than projected in the phasing plan, projects can be shifted between phases. Preliminary planning level program cost estimates were prepared for projects identified in the conceptual development plan. Costs for each project by development phase presented in 2019 dollars are shown in the following table and represent a planning level estimate. Projects identified in Phase-IV (20+ Years), Table ES-8, were not assigned a cost due to their timing in the project schedule and fall outside of the initial planning horizon.

Table ES-5: Phase-I (0-5 Years) Development Program Project Costs

<table>
<thead>
<tr>
<th>Federal FY</th>
<th>Project Number</th>
<th>Project Title</th>
<th>Estimated Total Project Cost 2019 Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed FY 2021 CIP Projects</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>A1</td>
<td>Reconstruct sections of Runway 12R/30L in Portland Cement Concrete Pavement (PCCP), LED Lighting Upgrade - Design/Construct</td>
<td>$24,000,000.00</td>
</tr>
<tr>
<td></td>
<td>A2</td>
<td>Taxiway Whiskey (Reconstruct lowest PCI section in Portland Cement Concrete Pavement) - Design/Construct</td>
<td>$800,000.00</td>
</tr>
<tr>
<td></td>
<td>A3</td>
<td>Ellsworth Channel Relocation - Construction</td>
<td>$11,440,000.00</td>
</tr>
<tr>
<td></td>
<td>A4</td>
<td>Employee Parking Lot and Westside cell phone lot improvements - Design/Construct</td>
<td>$652,000.00</td>
</tr>
<tr>
<td></td>
<td>A5</td>
<td>Safety Management System</td>
<td>$312,000.00</td>
</tr>
<tr>
<td>2021 Annual Subtotal</td>
<td></td>
<td></td>
<td>$37,217,000.00</td>
</tr>
<tr>
<td>Proposed FY 2022 CIP Projects</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2022</td>
<td>A6</td>
<td>Taxiway Golf Realignment (End of Runway 12R/30L w/ 90degree connector to Twy G) - Design/Construct</td>
<td>$11,580,000.00</td>
</tr>
<tr>
<td></td>
<td>A7</td>
<td>Infrastructure Extensions from Ellsworth Rd to Eastside Development Area) - Design/Construction</td>
<td>$17,122,425.00</td>
</tr>
<tr>
<td>2022 Annual Subtotal</td>
<td></td>
<td></td>
<td>$28,702,425.00</td>
</tr>
<tr>
<td>Proposed FY 2023 CIP Projects</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2023</td>
<td>A8</td>
<td>Terminal Annex Redevelopment (Gates 1 to 4) - Design/Construct</td>
<td>$14,007,825.00</td>
</tr>
<tr>
<td></td>
<td>A9</td>
<td>Center Runway Section 30 (South end) - Design/Construct</td>
<td>$8,630,000.00</td>
</tr>
<tr>
<td>2023 Annual Subtotal</td>
<td></td>
<td></td>
<td>$22,637,825.00</td>
</tr>
<tr>
<td>Proposed FY 2024 CIP Projects</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024</td>
<td>A10</td>
<td>Parallel Taxiway West of Runway 12C/30C [including VOR jog segment] - Design/Construction</td>
<td>$18,316,000.00</td>
</tr>
<tr>
<td>2024 Annual Subtotal</td>
<td></td>
<td></td>
<td>$18,316,000.00</td>
</tr>
<tr>
<td>Proposed FY 2025 CIP Projects</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2025</td>
<td>A11</td>
<td>Remain-Over-Day (ROD)/Remain Over Night (RON) Aircraft Storage Apron - Design/Construct</td>
<td>$539,000.00</td>
</tr>
<tr>
<td>2025 Annual Subtotal</td>
<td></td>
<td></td>
<td>$539,000.00</td>
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</tbody>
</table>

Total Phase-I (0-5 Years) Development Program Project Costs $107,412,250.00
## Table ES-6: Phase-II (6-10 Years) Development Program Project Costs

<table>
<thead>
<tr>
<th>Federal FY</th>
<th>Project Number</th>
<th>Project Title</th>
<th>Estimated Total Project Cost 2019 Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed FY 2026 to 2030 CIP Projects</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B1</td>
<td>Fuel Farm Expansion: (2) 50,000 USG fuel tanks - Design/Construct</td>
<td>$1,643,300.00</td>
<td></td>
</tr>
<tr>
<td>B2</td>
<td>Extend Runway 12L/30R by 200’ with Bypass Taxiway - Design/Construction</td>
<td>$7,197,000.00</td>
<td></td>
</tr>
<tr>
<td>B3</td>
<td>Mid-field Connectors Project - [Hotel, Lima, crossfield connectors] - Design/Construct</td>
<td>$9,313,000.00</td>
<td></td>
</tr>
<tr>
<td>B4</td>
<td>Procure 1 new Oshkosh Aircraft Rescue Firefighting Truck - 1,500 USG; 200 USG of AFFF; and 450L dry chem capacity</td>
<td>$1,219,000.00</td>
<td></td>
</tr>
<tr>
<td>B5</td>
<td>Relocate Compass Calibration Pad - Design/Construct</td>
<td>$12,748,000.00</td>
<td></td>
</tr>
<tr>
<td>B6</td>
<td>Reconstruct 1,000’ of Runway 12C approach end/Reconstruct 2,000’ of Runway 12C/30C in Portland Cement Concrete Pavement (PCCP) with LED Lighting Upgrade</td>
<td>$10,805,000.00</td>
<td></td>
</tr>
<tr>
<td>B7</td>
<td>Fuel Farm Expansion: (2) 50,000 USG fuel tanks - Design/Construct</td>
<td>$1,643,000.00</td>
<td></td>
</tr>
<tr>
<td>B8</td>
<td>East/West Airfield Electrical Lighting Vault Replacement/Generators with Runway 12L/30R Lighting Upgrade</td>
<td>$5,052,000.00</td>
<td></td>
</tr>
<tr>
<td>B9</td>
<td>Alpha Apron Phase 3 - Design/Construction</td>
<td>$13,000,000.00</td>
<td></td>
</tr>
<tr>
<td>B10</td>
<td>Increase tower height/relocate existing Airport Surveillance Radar Model 8 (ASR-8)</td>
<td>$1,295,000.00</td>
<td></td>
</tr>
<tr>
<td>B11</td>
<td>Maintenance Run-Up Area with Blast Fence - Design/Construct</td>
<td>$300,000.00</td>
<td></td>
</tr>
<tr>
<td>B12</td>
<td>Runway Magnetic Change - Markings/Signage [All Runways]</td>
<td>$65,115,300.00</td>
<td></td>
</tr>
</tbody>
</table>

## Table ES-7: Phase-III (11-20 Years) Development Program Project Costs

<table>
<thead>
<tr>
<th>Federal FY</th>
<th>Project Number</th>
<th>Project Title</th>
<th>Estimated Total Project Cost 2019 Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed FY 2031 to 2041 CIP Projects</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C1</td>
<td>Fuel Farm Expansion: (2) 50,000 USG fuel tanks - Design/Construct</td>
<td>$1,643,000.00</td>
<td></td>
</tr>
<tr>
<td>C2</td>
<td>New Taxiway Bravo 1 connector to Runway 12R/30L - Design/Construct</td>
<td>$1,824,000.00</td>
<td></td>
</tr>
<tr>
<td>C3</td>
<td>Eastside Apron Phase 1 - Design</td>
<td>$1,206,000.00</td>
<td></td>
</tr>
<tr>
<td>C4</td>
<td>Eastside Apron Phase 1 - Construction</td>
<td>$11,910,000.00</td>
<td></td>
</tr>
<tr>
<td>C5</td>
<td>Eastside Terminal Replacement (10 gates + 4 hard stand positions) Phase 1 - Design</td>
<td>$16,716,560.00</td>
<td></td>
</tr>
<tr>
<td>C6</td>
<td>Eastside Terminal Replacement (10 gates + 4 hardstand positions) Phase 1 - Construction</td>
<td>$167,165,600.00</td>
<td></td>
</tr>
<tr>
<td>C7</td>
<td>Passenger Boarding Bridges for Terminal Phase 1 - Design/Construct</td>
<td>$10,000,000.00</td>
<td></td>
</tr>
<tr>
<td>C8</td>
<td>Eastside Terminal Parking Surface Lot - Design/Construct</td>
<td>$12,981,750.00</td>
<td></td>
</tr>
<tr>
<td>C9</td>
<td>Eastside Consolidated Rental Car Facility w/ConRAC - Design/Construct</td>
<td>$16,602,430.00</td>
<td></td>
</tr>
<tr>
<td>C10</td>
<td>Construct New Eastside Fuel Farm (Jet A, 450,000 gallons) to support Eastside Terminal</td>
<td>$7,393,500.00</td>
<td></td>
</tr>
<tr>
<td>C11</td>
<td>Parallel Taxiway to Taxiway C Phase 1 - Design</td>
<td>$950,000.00</td>
<td></td>
</tr>
<tr>
<td>C12</td>
<td>Parallel Taxiway to Taxiway C Phase 1 - Construct</td>
<td>$10,448,000.00</td>
<td></td>
</tr>
<tr>
<td>C13</td>
<td>New Taxiway Connector South of existing C1 Connector - Design/Construct</td>
<td>$1,520,000.00</td>
<td></td>
</tr>
<tr>
<td>C14</td>
<td>New Taxiway Connector South of existing C2 Connector - Design/Construct</td>
<td>$1,520,000.00</td>
<td></td>
</tr>
<tr>
<td>C15</td>
<td>Parallel Taxiway to Taxiway C Phase 2 - Design</td>
<td>$965,000.00</td>
<td></td>
</tr>
<tr>
<td>C16</td>
<td>Parallel Taxiway to Taxiway C Phase 2 - Construct</td>
<td>$12,710,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Total Phase-III (11-20 Years) Development Program Project Costs $275,555,840.00
Table ES-8: Phase-IV (20+ Years) Post Planning Period Projects

<table>
<thead>
<tr>
<th>Federal FY</th>
<th>Project Number</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed CIP Projects Beyond FY 2042</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D1</td>
<td>Eastside Apron Phase 2 - Design</td>
<td></td>
</tr>
<tr>
<td>D2</td>
<td>Eastside Apron Phase 2 - Construction</td>
<td></td>
</tr>
<tr>
<td>D3</td>
<td>Eastside Terminal Phase 2 Expansion (9 Gates) - Design</td>
<td></td>
</tr>
<tr>
<td>D4</td>
<td>Eastside Terminal Phase 2 Expansion (9 Gates) - Construction</td>
<td></td>
</tr>
<tr>
<td>D5</td>
<td>Passenger Boarding Bridges for Terminal Phase 2 - Design/Construct</td>
<td></td>
</tr>
<tr>
<td>D6</td>
<td>1,275’ Extension to Runway 12R/30L Taxiway B Extension and Bypass Taxiway in Portland</td>
<td></td>
</tr>
<tr>
<td>D7</td>
<td>Cement Concrete Pavement (PCCP) - Design/Construct</td>
<td></td>
</tr>
<tr>
<td>D8</td>
<td>Eastside Terminal Phase 3 Expansion (9 Gates) - Design</td>
<td></td>
</tr>
<tr>
<td>D9</td>
<td>Eastside Terminal Phase 3 Expansion (9 Gates) - Construction</td>
<td></td>
</tr>
<tr>
<td>D10</td>
<td>Passenger Boarding Bridges for Terminal Phase 3 - Design/Construct</td>
<td></td>
</tr>
<tr>
<td>D11</td>
<td>Eastside Apron Phase 3 - Design</td>
<td></td>
</tr>
<tr>
<td>D12</td>
<td>Eastside Apron Phase 3 - Construction</td>
<td></td>
</tr>
</tbody>
</table>
Figure ES-3
Project Phasing Plan

Legend
- Phase I - (0 - 5 Years)
- Phase II - (6 - 10 Years)
- Phase III - (11 - 20 Years)
- Phase IV - (20+ Years)

Runway 12L/30R (150' x 9,300') (Future 150' x 9,300')
Runway 12C/30C (150' x 10,201')
Runway 12R/30L (150' x 10,401')

ASR-8
TVOR

Phase I - (0 - 5 Years)
Phase II - (6 - 10 Years)
Phase III - (11 - 20 Years)
Phase IV - (20+ Years)
Implementing and funding the Airport Master Plan Capital Improvement Program (CIP) for IWA will largely be a function of FAA Airport Improvement Program (AIP) grants, Passenger Facility Charges (PFCs), ADOT grant funds, Member Government Contributions, and Other Funding Sources available at the time of specific project implementation. Other funds include planned third-party funding for specific projects and funding sources not yet identified.

The potential capital improvements necessary to accommodate the future needs of IWA were presented in four phases: Phase I (1-5 years), Phase II (6-10 years), Phase III (11-20 years), and Phase IV (20+ years). The financial analysis and funding plan presented in Table ES-9 address the estimated capital costs for Phase I and Phase II, together estimated to cover FYs 2021 – 2030. The estimated project costs were developed in 2019 dollars and escalated 2 percent per year from that base year.

Funding source estimates of capital costs beyond FY 2030 (Phase III and Phase IV) are considered speculative this far out, and therefore, are not presented. It is the preference of PMGAA to not issue any debt instruments for the funding of projects within Phases I and II.

The financial projections reflect the anticipated effects of funding the CIP, to the extent of the availability of the identified funding sources through FY 2030. The financial analysis uses the FAA approved activity forecasts as a basis for estimating operating revenues, operating expenses, and CIP funding sources through FY 2030.
Table ES-9: Estimated Capital Costs and Funding Sources

<table>
<thead>
<tr>
<th>Phase</th>
<th>FYs</th>
<th>Project Description</th>
<th>Total (^1)</th>
<th>AIP Entitlement</th>
<th>Discretionary</th>
<th>PFCs</th>
<th>ADOT Grants</th>
<th>Member Govt.</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I - FYs 2021 - 2025</td>
<td>A1</td>
<td>Reconstruct sections of Runway 12R/30L</td>
<td>$24,960,000</td>
<td>$3,636,000</td>
<td>$19,092,576</td>
<td>-</td>
<td>$1,115,712</td>
<td>$1,115,712</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>A2</td>
<td>Taxiway Whiskey-Design/Construct</td>
<td>832,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>748,800</td>
<td>83,200</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>A3</td>
<td>Ellsworth Channel Relocation-Construction</td>
<td>11,897,600</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>11,897,600</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>A4</td>
<td>Employee Parking Lot and Cell Phone Lot Improvements</td>
<td>691,600</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>691,600</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>A5</td>
<td>Safety Management System</td>
<td>324,480</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>324,480</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>A6</td>
<td>Taxiway Golf Realignment - Design/Construct</td>
<td>12,274,800</td>
<td>3,672,360</td>
<td>7,505,073</td>
<td>-</td>
<td>548,684</td>
<td>548,684</td>
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<tr>
<td></td>
<td>A7</td>
<td>Eastside Airport Terminal Access Roads - Design/Construct</td>
<td>18,149,771</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>10,000,000</td>
<td>709,362</td>
<td>7,440,409</td>
</tr>
<tr>
<td></td>
<td>A8</td>
<td>Terminal Annex Redevelopment - Design/Construct</td>
<td>15,128,451</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>8,954,379</td>
<td>400,260</td>
<td>5,773,812</td>
</tr>
<tr>
<td></td>
<td>A9</td>
<td>Center Runway Section 30</td>
<td>9,320,400</td>
<td>3,709,084</td>
<td>4,778,073</td>
<td>-</td>
<td>416,622</td>
<td>416,622</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>A10</td>
<td>Parallel Taxiway West of RW 12C/30C - Design/Construct</td>
<td>20,147,600</td>
<td>3,746,174</td>
<td>14,600,230</td>
<td>-</td>
<td>900,598</td>
<td>900,598</td>
<td>-</td>
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<tr>
<td></td>
<td>A11</td>
<td>Aircraft Storage Apron (RON/ROD) - Design/Construct</td>
<td>603,680</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>603,680</td>
<td>-</td>
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<tr>
<td></td>
<td><strong>Total Projects for FYs 2021 - 2025</strong></td>
<td>$114,330,382</td>
<td>$14,763,618</td>
<td>$54,930,331</td>
<td>$22,222,080</td>
<td>$4,840,037</td>
<td>$10,133,907</td>
<td>$7,440,409</td>
<td></td>
</tr>
<tr>
<td>Phase II - FYs 2026 - 2030</td>
<td>B1</td>
<td>Fuel Farm Expansion - Design/Construct</td>
<td>$1,873,362</td>
<td>$1,873,362</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>B2</td>
<td>Extend Runway 12L/30R with Taxiway</td>
<td>9,600,640</td>
<td>3,783,636</td>
<td>4,915,074</td>
<td>-</td>
<td>429,149</td>
<td>429,149</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>B3</td>
<td>Mid-Field Connectors Project - Design/Construct</td>
<td>10,430,560</td>
<td>-</td>
<td>9,498,068</td>
<td>-</td>
<td>466,246</td>
<td>466,246</td>
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<tr>
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<td>B4</td>
<td>ARFF Truck</td>
<td>1,026,000</td>
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<td>-</td>
<td>1,026,000</td>
<td>-</td>
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<tr>
<td></td>
<td>B5</td>
<td>Relocate Compass Calibration Pad - Design/Construct</td>
<td>1,414,040</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>B6</td>
<td>Reconstruct Runway 12C/30C and LED Lighting Upgrade</td>
<td>14,532,720</td>
<td>3,821,473</td>
<td>9,412,022</td>
<td>-</td>
<td>649,613</td>
<td>649,613</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>B7</td>
<td>Fuel Farm Expansion - Design/Construct</td>
<td>1,938,740</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,938,740</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>B8</td>
<td>Electrical Lighting Vault Replacement/Generators &amp; 12C/30R LED Upgrade</td>
<td>12,566,700</td>
<td>7,835,551</td>
<td>3,635,004</td>
<td>-</td>
<td>563,072</td>
<td>563,072</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>B9</td>
<td>Alpha Apron Phase 3 - Design/Construction</td>
<td>6,062,400</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>6,062,400</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>B10</td>
<td>Increase Tower Height/Relocate Existing ASR-8</td>
<td>15,860,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>B11</td>
<td>Maintenance Run-Up Area with Blast Fence - Design/Construct</td>
<td>1,579,900</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,579,900</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>B12</td>
<td>Runway Magnetic Change - Marking/Signage</td>
<td>336,000</td>
<td>-</td>
<td>305,962</td>
<td>-</td>
<td>-</td>
<td>15,019</td>
<td>15,019</td>
</tr>
<tr>
<td></td>
<td><strong>Total Projects for FYs 2026 - 2030</strong></td>
<td>$77,251,062</td>
<td>$15,440,660</td>
<td>$27,809,762</td>
<td>$7,088,400</td>
<td>$2,123,099</td>
<td>$7,515,101</td>
<td>$17,274,040</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Projects for FYs 2021 - 2030</strong></td>
<td>$191,581,444</td>
<td>$30,204,278</td>
<td>$82,740,093</td>
<td>$29,310,480</td>
<td>$6,063,136</td>
<td>$17,649,008</td>
<td>$24,714,449</td>
<td></td>
</tr>
</tbody>
</table>

Note: \(^1\) The estimated project costs were developed in 2019 dollars and escalated at 2% per year from that base.
The CIP sources and uses by project type, associated with projects listed in Table ES-9 are identified in Table ES-10. The largest funding sources are AIP grants, which are estimated to fund 59 percent of the total CIP costs. PFCs are projected to fund a total of 15.3 percent, followed by 9.2 percent from Member Government Contributions, 3.6 percent from ADOT grants, and the remainder from other funds. The largest uses of CIP funding are estimated for runway and taxiway projects, and access roads totaling approximately 60 percent and 9.5 percent, respectively, of total estimated CIP costs.

**Table ES-10: Sources and Uses of Capital Funding**

<table>
<thead>
<tr>
<th>Sources of Capital Funding</th>
<th>Phase I 2021 - 2025</th>
<th>Phase II 2026 - 2030</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIP Entitlements</td>
<td>$14,763,618</td>
<td>$15,440,660</td>
<td>$30,204,278</td>
</tr>
<tr>
<td>AIP Discretionary</td>
<td>54,930,331</td>
<td>27,809,762</td>
<td>82,740,093</td>
</tr>
<tr>
<td>PFC Paygo</td>
<td>22,222,080</td>
<td>7,088,400</td>
<td>29,310,480</td>
</tr>
<tr>
<td>ADOT Grants</td>
<td>4,840,037</td>
<td>2,123,099</td>
<td>6,963,136</td>
</tr>
<tr>
<td>Member Contributions</td>
<td>10,133,907</td>
<td>7,515,101</td>
<td>17,649,008</td>
</tr>
<tr>
<td>Other</td>
<td>7,440,409</td>
<td>17,274,040</td>
<td>24,714,449</td>
</tr>
<tr>
<td><strong>Total Sources</strong></td>
<td><strong>$114,330,382</strong></td>
<td><strong>$77,251,062</strong></td>
<td><strong>$191,581,444</strong></td>
</tr>
</tbody>
</table>

Note: The assumed AIP Discretionary funding is based on the FAA’s funding criteria and priority system.

**ENVIRONMENTAL CONSIDERATIONS**

The Airport Master Plan Update process included an initial environmental overview of the potential impacts that will need to be considered prior to construction of the Airport improvements identified by the recommended plan. The FAA’s Airport Environmental Handbook identifies 20 impact categories that should be considered. Of these environmental impact categories, none were determined to be significantly affected by the proposed conceptual development plan based on the initial review undertaken. As projects are undertaken, each will be subject to compliance with the National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. 4321 et seq.) and the guidelines provided in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures* (Order 1050.1F) (effective July 16, 2015) for necessary documentation required by the FAA prior to initiation.
PUBLIC & STAKEHOLDER INVOLVEMENT

The Airport Master Plan Update included a public and stakeholder coordination process consisting of a SWG, a TAC, and public open house workshops. The SWG, largely composed of community members, was established to engage its members for input and review of working papers, materials, and alternatives throughout the planning process. The TAC was established to engage its members for input and review of working papers, materials, and alternatives during the planning process. The TAC provided more detailed feedback on operational plan elements due to committee member familiarity with the Airport as tenants and airfield users. Public workshops were also held to inform the community at-large about the project and gather feedback throughout the process. During the master plan, there were four SWG and TAC meetings and two open public open house workshops. Five PMGAA Board briefings were conducted at key milestones of the project.

An Airport Master Plan Update project website was also developed to inform interested parties of the status of the Airport Master Plan Update and to encourage public participation. The site encouraged visitors to submit comments or questions concerning the master plan through the website or through the mail. An online survey was also developed to obtain airport user and resident feedback for preferences on several Airport user and nonuser-based questions.
For additional information about the Phoenix-Mesa Gateway Airport Plan, visit the Airport's website at www.gatewayairport.com or call (480) 988-7649.
• Master Plan process has concluded
• Final Plan document & Executive Summary complete
• Airport Layout Plan (ALP) set reviewed & approved by FAA
Capital Improvement Projects - Phasing Plan

Legend
- Phase I - (0 - 5 Years)
- Phase II - (6 - 10 Years)
- Phase III - (11 - 20 Years)
- Phase IV - (20+ Years)
### Preferred Projects - Sources and Uses of Capital Funding

<table>
<thead>
<tr>
<th>Sources of Capital Funding</th>
<th>Phase I 2021 - 2025</th>
<th>Phase II 2026 - 2030</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIP Entitlements</td>
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</tr>
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<td>Member Contributions</td>
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<td>$7,515,101</td>
<td>$17,649,008</td>
</tr>
<tr>
<td>Other</td>
<td>$7,440,409</td>
<td>$17,274,040</td>
<td>$24,714,449</td>
</tr>
<tr>
<td><strong>Total Sources</strong></td>
<td><strong>$114,330,382</strong></td>
<td><strong>$77,251,062</strong></td>
<td><strong>$191,581,444</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Uses of Capital Funding</th>
<th>Phase I 2021 - 2025</th>
<th>Phase II 2026 - 2030</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Runway/Taxiway Projects</td>
<td>$67,534,800</td>
<td>$47,496,620</td>
<td>$115,031,420</td>
</tr>
<tr>
<td>Terminal Improvements</td>
<td>$15,128,451</td>
<td>-</td>
<td>$15,128,451</td>
</tr>
<tr>
<td>Parking</td>
<td>$691,600</td>
<td>-</td>
<td>$691,600</td>
</tr>
<tr>
<td>Fuel Farm</td>
<td>-</td>
<td>$3,812,102</td>
<td>$3,812,102</td>
</tr>
<tr>
<td>Apron Rehabilitation</td>
<td>$603,680</td>
<td>$6,062,400</td>
<td>$6,666,080</td>
</tr>
<tr>
<td>Access Roads</td>
<td>$18,149,771</td>
<td>-</td>
<td>$18,149,771</td>
</tr>
<tr>
<td>ARFF</td>
<td>-</td>
<td>$1,026,000</td>
<td>$1,026,000</td>
</tr>
<tr>
<td>Other Projects</td>
<td>$12,222,080</td>
<td>$18,853,940</td>
<td>$31,076,020</td>
</tr>
<tr>
<td><strong>Total Uses</strong></td>
<td><strong>$114,330,382</strong></td>
<td><strong>$77,251,062</strong></td>
<td><strong>$191,581,444</strong></td>
</tr>
</tbody>
</table>

- FAA AIP Grants are largest proposed funding source
- Passenger Facility Charge (PFC)- Short term impact?
- No debt issuance planned
- Runway/taxiway projects are primary use of funding
- Maximizing west side terminal lifespan

The assumed AIP Discretionary funding is based on the FAA’s funding criteria and priority system.
Airport Master Plan -
Airport Layout Plan (ALP)

- Technical set of drawings
- Illustrates airport growth plans & grant eligible projects
- Approval by FAA & PMGAA Board
Airport Master Plan - Final Steps

• Approval of the Airport Layout Plan
• Adoption of the Master Plan documents
  – Executive Summary
  – Plan report & recommendations
• Project & grant close out documents w/ FAA

New Plan Website: gatewayairport.com/masterplan
Board Action Item

To: Board of Directors
From: J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Air Service Development Consulting Service
Date: May 19, 2020

Proposed Motion
To authorize a contract with Mead and Hunt, Inc. for Air Service Development Consulting Services in an amount not to exceed $50,000 for the three-year base term, with two, one-year options for renewal.

Narrative
Airports often contract with professional air service development consultants to assist in air service retention and the recruitment of new airlines and additional air service. Phoenix-Mesa Gateway Airport engages these resources to provide market and route analysis, airline relationships, airline meeting presentations, incentive program development, and on-call data research.

Request for Qualifications #2020-017-RFQ for Air Service Development Consulting Services was issued on March 5, 2020. The RFQ was advertised in the Arizona Business Gazette on March 12th, 19th, and 26th as well as advertised on the following websites: Southwest American Association of Airport Executives, Airports Council International - North America, Airports Consultants Council, Arizona Airports Association, and Phoenix Mesa Gateway Airport Authority’s website. In addition, 9 prospective respondents received a copy of the solicitation directly. The Airport received four submittals:

1. Ailevon Pacific Aviation Consulting LLC
2. Air Transport Business Development, Inc and Lufthansa Consulting, GMGH
3. Crawford, Murphy & Tilly, Inc.
4. Mead and Hunt, Inc.

The Evaluation Panel reviewed all SOQ’s received and determined the submittal from Mead and Hunt, Inc. best satisfied the requirements for the Airport. Mead and Hunt, Inc. outscored the second highest firm in all four evaluation categories and was unanimously ranked number one by the Panel. Mead and Hunt, Inc.’s overall experience and qualifications in the Air Service Development industry surpass those of all submittals received. In addition, their project leadership, staffing and project understanding offers the best overall service and benefits to the Airport.

Fiscal Impact
Funding for this contract is included in the operating budget for FY21.

Attachment(s)
Professional Services Agreement
RESOLUTION NO. 20-20

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

WHEREAS the Authority desires to authorize a contract with Mead and Hunt, Inc. for Air Service Development Consulting Services in an amount not to exceed $50,000 for the three-year base term, with two, one-year options for renewal;

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 contract with Mead and Hunt, Inc. for Air Service Development Consulting Services in an amount not to exceed $50,000 for the three-year base term, with two, one-year options for renewal. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 16th day of June, 2020.

__________________________________________
Robert Stone, Chair

ATTEST: APPROVED AS TO FORM:

__________________________________________
Misty Johnson, Clerk of the Board

__________________________________________
Jill Casson Owen, Attorney
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY

AND

MEAD AND HUNT, INC.

FOR

Air Service Development Consulting Services

CONTRACT NUMBER C-2020017

The Phoenix-Mesa Gateway Airport is owned and operated by the Phoenix-Mesa Gateway Airport Authority (PMGAA), a joint powers airport authority authorized by the State of Arizona and consisting of the City of Mesa, City of Phoenix, City of Apache Junction, Town of Gilbert, Town of Queen Creek and the Gila River Indian Community.
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Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona ("PMGAA") desires performance of the services more fully described in this Contract Number C-2020017 ("Contract") and the attached exhibits. Mead and Hunt, Inc., a Wisconsin Corporation ("Consultant"), with its principal offices located at 2440 Deming Way, Middleton, WI 53562, desires to perform these services.

Recitals
A. PMGAA requires the services as described in this Contract, including any and all exhibits and amendments, and Consultant is willing to provide these and other services under this Contract; and
B. PMGAA desires to contract with Consultant to provide services as noted herein.

Now therefore, in consideration of the recitals and the mutual covenants set forth below, PMGAA and Consultant agree as follows.

SECTION I – CONSULTANT SERVICES
The services to be performed by Consultant are specified in this Contract. PMGAA will not pay Consultant for any services that have not been authorized under the Contract. There is no guarantee of a minimum purchase of services.

The anticipated services to be provided by Consultant under this Contract shall generally include, but not be limited to, the following: Air Service Development Consulting Services, as more specifically described in the detailed scope of services attached as EXHIBIT A, “Scope of Services & Fee Schedule.”

PMGAA’s authorized representative shall be the PMGAA Executive Director, or his/her duly authorized representative, and that he/she shall be the sole contact for administering this Contract.

All services provided by Consultant under this Contract must be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Arizona. Consultant makes no other warranty, expressed or implied.

SECTION II – PMGAA RESPONSIBILITIES
PMGAA shall furnish Consultant, at no cost to Consultant, the following information or services for this Contract:
A. Access to copies of readily available maps, records, as-built drawings, benchmarks or other data pertinent to work assignments affiliated with this Contract. This does not, however, relieve Consultant of the responsibility of searching records for additional information, for requesting specific information or for verification of that information provided. PMGAA does not warrant the accuracy or comprehensiveness of any information or documents provided to Consultant.
B. In PMGAA’s discretion and upon Consultant’s reasonable request, access to staff for consultation with Consultant during the performance of this contract in order to identify the problems, needs, and other functional aspects of the work.
C. Prompt review of and feedback on Consultant’s deliverables. PMGAA will advise Consultant concerning progress of PMGAA’s review of the work, as needed.

SECTION III - PERIOD OF SERVICE
Consultant shall complete all work in accordance with the provisions of this Contract as amended.

All work initiated under this Contract must be completed on or before the expiration date of the Contract as amended.

The term of this Contract shall commence on May 20, 2020 and ends on May 31, 2023 (“Base Term”), unless terminated, canceled or extended as provided in this Contract. This Contract has two (2) optional one-year extensions that PMGAA may exercise as its sole discretion. Prior to the expiration of the Contract Base Term, PMGAA may elect to extend the Contract. If PMGAA exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the extended period with the possible exception of price. If fees change after the Base Term, all fees for the optional renewal term(s) shall be negotiated prior to the
renewal date and executed in the form of an Amendment. Any extension of this Contract shall require an Amendment signed by both parties.

Consultant shall commence its services within seven (7) days of the written authorization by PMGAA. Consultant shall perform its services in a diligent manner and in accordance with this Contract.

SECTION IV – KEY PERSONNEL
The Consultant itself shall provide all services to be performed under this Contract. If Sub-Consultants are required by Consultant to perform any services listed under this contract, Consultant shall notify PMGAA prior to authorizing work by said Sub-Consultants. PMGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.

SECTION V - PAYMENTS TO THE CONSULTANT
Consultant will be paid for work performed under this Contract plus any adjustments that have been approved in writing by PMGAA in accordance with PMGAA’s Procurement Policy. Payments will be made in accordance with EXHIBIT B, “Compensation.”
All services to be rendered by Consultant are subject to the terms of EXHIBIT B, “Compensation” attached hereto. PMGAA does not guarantee any minimum or maximum fee during the Term of this Contract, and Consultant, in executing this Contract, shall not anticipate or require any minimum or maximum fee.

SECTION VI - ALTERATION IN SCOPE OF SERVICES
For any alteration in the Scope of Services that would materially increase or decrease the Contract fee, the parties shall negotiate an amendment to the Contract to be executed by PMGAA and Consultant. No work shall commence on any amendment or change until the amendment has been approved by PMGAA and Consultant has been notified to proceed by PMGAA. No claim for extra work done or materials furnished by Consultant will be allowed by PMGAA, except as provided herein, nor shall Consultant do any work or furnish any materials not covered by this Contract unless the work is first authorized in writing by PMGAA and the change complies with PMGAA’s Procurement Policy. Any work or materials furnished by Consultant without advance, written authorization will be at Consultant’s own risk, cost, and expense. Without written authorization, Consultant shall make no claim for compensation for such work or materials furnished.

SECTION VII - WORK ASSIGNMENT COMPLETION
If, during the Term of this Contract, situations arise which prevent work completion within the allotted time, PMGAA may grant an appropriate time extension.

SECTION VIII - OWNERSHIP OF DOCUMENTS
Any documents, including all electronic copies thereof, prepared under or as a result of this Contract, shall be the property of PMGAA. To the extent necessary to effectuate such ownership, Consultant hereby assigns all right, title and interests to such documents to PMGAA. Consultant shall execute any separate contracts or documents, if any, which may be necessary to implement the terms of this Section.
All of Consultant’s documents prepared under this Contract, including electronic files, are instruments of service. All of these documents become the property of PMGAA upon completion of the services and payment in full to Consultant. PMGAA may reuse or modify the documents, as it deems necessary, without Consultant’s prior written authorization. PMGAA shall indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, the “Consultant”) against any and all damages, liabilities or costs arising from PMGAA’s modification of documents produced by Consultant under this Contract unless Consultant authorizes the modification in writing.

SECTION IX - COMPLIANCE WITH LAWS
Consultant shall comply with all federal, state and local laws, local ordinances and regulations throughout the Term.
Consultant’s signature on this Contract certifies compliance with the provisions of the I-9 requirements of the 
Immigration Reform and Control Act of 1986 for all personnel that Consultant and any subconsultants employ to 
complete any work assignment.

PMGAA shall administer this Contract in accordance with PMGAA’s Procurement Policy.

**SECTION X - GENERAL CONSIDERATIONS**

A. The failure of either party to enforce any of the provisions of this Contract or require performance of the 
other party of any of the provisions hereof shall not be construed to be a waiver of the provisions, nor shall it 
affect the validity of this Contract or the right of either party to enforce each and every provision.

B. The fact that PMGAA has accepted or approved Consultant’s work shall in no way relieve Consultant of 
responsibility for the work under this Contract.

C. This Contract shall be governed by the laws of the state of Arizona, both as to interpretation and 
performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract, 
or any provision thereof, shall be instituted only in the courts of the state of Arizona.

D. All exhibits to this Contract and any amendments to the Contract are incorporated into it.

**SECTION XI - NO KICK-BACK CERTIFICATION**

Consultant warrants that no person has been employed or retained to solicit or secure this Contract upon any 
agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the 
PMGAA Board of Directors or any employee of PMGAA has any interest, financially or otherwise, in Consultant’s 
firm.

For breach or violation of this warranty, PMGAA may annul this Contract without liability.

**SECTION XII – SUSPENSION OF SERVICES**

Consultant shall, within five (5) business days upon receiving written notice from PMGAA, suspend, delay, or 
interrupt all or a part of the Scope of Services. Consultant shall resume the Scope of Services within five (5) business 
days of receiving written notice from PMGAA.

**SECTION XIII – TIMES OF PAYMENTS**

Consultant shall submit periodic invoices for any unbilled portion of the services actually completed. PMGAA shall 
review, certify, and approve or reject each invoice in whole or in part. PMGAA shall pay each approved invoice 
within 30 calendar days of the date that PMGAA approves the invoice.

**SECTION XIV – TIMELY REVIEW**

PMGAA will review Consultant’s studies, reports, proposals, and other related documents and render any decisions 
required by Consultant in a timely manner. Notwithstanding these reviews, Consultant remains solely responsible 
for all of its deliverables and services under this Contract. By PMGAA’s reviews, PMGAA does not assume any 
liability for or retained control over Consultant’s work or Consultant’s responsibility for the safety of its employees.

**SECTION XV – DISPUTE RESOLUTION**

All disputes between PMGAA and Consultant arising out of or relating to this Contract will be subject to the 
Dispute Resolution provisions as set forth in EXHIBIT D, “PMGAA Standard Terms and Conditions”, attached 
hereto and incorporated herein by reference.

PMGAA and Consultant shall include a similar dispute resolution provision in all contracts with other contractors 
and consultants retained for the Project and shall require all other independent contractors and consultants to 
include a similar dispute resolution provision in all contracts with subcontractors, subconsultants, suppliers or 
fabricators retained by them.
SECTION XVI - LIABILITY OF CONSULTANT

To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its member governments, departments, officers, employees, and agents from and against damages arising out of any act, error, or omission of Consultant relating to its services under this Contract.

SECTION XVII - LAWS AND REGULATIONS

All federal, state, and local laws and regulations that relate to Consultant’s services apply to Consultant’s performance of this Contract throughout. These laws and regulations are deemed included in this Contract the same as though written out in full, especially the current applicable Federal Aviation Administration (FAA) rules and regulations associated with airport projects; pertinent Airport engineering standards; and local rules, regulations, and industry standards.

SECTION XVIII – NOT USED

SECTION XIX – INSURANCE REQUIREMENTS

1. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representati8ves, or employees.

2. All insurance policies required by this Contract, except Workers Compensation and Professional Liability, shall name PMGAA, its agents, representatives, officers, directors, officials and employees as Additional Insured.

3. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
   a. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.
   b. Commercial General Liability: Insurance Services Office Form CG 00 01 covering Bodily Injury and Property Damage on an “occurrence” basis, including personal & advertising injury with limits no less than $1,000,000 per occurrence, $2,000,000 General Aggregate.
   c. Auto Liability: ISO Form CA 00 01 covering any auto (Symbol 1), or if Consultant has no owned autos, hired, (Symbol 8) and non-owned autos (Symbol 9), with limit no less than $1,000,000 Combined Single limit per accident for bodily injury and property damage.
   d. Workers’ Compensation: Statutory Limits as required by the state of Arizona, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. If the Consultant maintains higher limits than the minimums shown above, PMGAA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PMGAA.

5. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:
   a. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to PMGAA.
   b. Waiver of Subrogation: Consultant waives any right to subrogation. Consultant shall obtain an endorsement necessary to affect this waiver of subrogation from the insurer for all lines of coverage required by this Contract, except Workers Compensation and Professional Liability, for claims arising out of the Consultant’s work or service.
   c. Primary Coverage: For all claims related to this Contract, all of Consultant’s insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by PMGAA, its officers, officials, employees, or volunteers will be in excess of Consultant’s insurance and will not contribute with it.
   d. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by PMGAA. PMGAA may require the Consultant to provide proof of ability to pay losses.
and related investigations, claim administration, and defense expenses within the retention.

c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, VII, unless otherwise acceptable to PMGAA.

f. Claims Made Policies: No Claims Made policies (other than Professional Liability) will be accepted. For policies that provide claims-made coverage:

1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

g. Verification of Coverage: Consultant shall furnish PMGAA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PMGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide the required insurance. PMGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

h. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that PMGAA is an additional insured on insurance required from subcontractors.

i. Special Risks or Circumstances: PMGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

Executed as of the Commencement Date.

CONSULTANT
Mead and Hunt, Inc., a Wisconsin Corporation

By: ____________________________
Name: Joseph Pickering
Title: Vice President
Date: 4-24-2020

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

By: ____________________________
Name: J. Brian O'Neill, A.A.E.
Title: Executive Director/CEO
Date: ____________________________
The services to be performed by Consultant and the completion of related efforts are specified in the following Scope of Services & Fee Schedule agreed to by the parties.

SCOPe OF SERVICES

The Scope of Services may include, but is not limited to, the following services:

1. Assist in developing and maintaining a comprehensive domestic and international air service improvement program for Gateway Airport.

2. Evaluate the market to determine which additional air service opportunities should be pursued and develop detailed marketing analyses for presentations to airlines.

3. Utilize contacts at the highest levels within domestic and international air carriers to facilitate meetings concerning new and/or improved air service at Gateway Airport.

4. Represent Gateway Airport at air service development conferences and/or airline meetings.

5. Analyze industry trends and assist in developing air service marketing strategies.

6. Other aviation-related consulting services as required.

FEe SCHEDULE

For all services rendered under this Contract, PMGAA agrees to pay Consultant the hourly rates listed below for the Base Term of the Contract:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical</td>
<td>$75.00/hour</td>
</tr>
<tr>
<td>Accounting/Administrative Assistant</td>
<td>$95.00/hour</td>
</tr>
<tr>
<td>Technical Editor</td>
<td>$107.00/hour</td>
</tr>
<tr>
<td>Senior Editor</td>
<td>$173.00/hour</td>
</tr>
<tr>
<td>Managing Director</td>
<td>$205.00/hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$220.00/hour</td>
</tr>
<tr>
<td>Vice President</td>
<td>$225.00/hour</td>
</tr>
<tr>
<td>Company or personal car mileage</td>
<td>IRS rate</td>
</tr>
<tr>
<td>Direct expenses (e.g., airfare, hotel)</td>
<td>At cost</td>
</tr>
</tbody>
</table>

All rates include all overhead, profit, and labor.
EXHIBIT B - COMPENSATION

All compensation for services rendered by Consultant shall be based upon criteria established below. All services must be billed through the Consultant.

1. **Fees to be Specified in Contract**
   Any and all services to be performed under this Contract require approval. All compensation for services shall be identified in writing. The Contract shall describe the scope of services to be performed (by tasks and subtasks, where appropriate), the fees associated with that performance, and any applicable special provisions. Consultant’s compensation for services included in this Contract is totaled and set forth in EXHIBIT A, “Scope of Services and Fee Schedule”.

2. **Method of Payment**
   Subject to the terms of this Contract, PMGAA shall pay Consultant the appropriate rate or fixed price amount for services rendered as described in the Contract only after Consultant has submitted an invoice for services performed and PMGAA has certified and approved each invoice.

   For services rendered in accordance with the Contract, Consultant shall submit to PMGAA an invoice depicting tasks performed and/or hours spent for services performed. Invoices must be based on the actual hours and/or expenses incurred for the services completed during the billing period. Consultant’s invoices must specify that Consultant has performed the services, and PMGAA must certify and approve each invoice as a condition to payment.

3. **Consultant Responsibilities for Compensation**
   Consultant shall prepare monthly invoices and/or progress reports in accordance with terms specified in the Contract. Progress reports will clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices for payment shall be for work completed unless otherwise agreed to by PMGAA.
   Invoices/requisitions for payment for services subject to funding by the FAA and/or ADOT shall include the documentation requirements of the FAA and/or ADOT, which are outlined in the Airport Improvement Program (AIP) Handbook dated September 30, 2014, or most current version.

4. **PMGAA Responsibilities for Compensation**
   PMGAA agrees to pay Consultant’s invoices for payment within 30 calendar days after the invoice is approved. PMGAA may withhold payment on any invoice if it believes that Consultant has not performed the work in a satisfactory manner. If PMGAA withholds payment to Consultant, PMGAA shall promptly notify Consultant and explain the reasons for the decision to withhold payment.

5. **Billing Address**
   All invoices submitted to PMGAA for payment shall be submitted to:
   - Phoenix-Mesa Gateway Airport Authority
   - Attn: Accounts Payable
   - 5835 S. Sossaman Road
   - Mesa, Arizona 85212
EXHIBIT C - SPECIAL PROVISIONS

1. **Civil Rights Act of 1964, Title VI – General**
The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color or national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

2. **Civil Rights Act of 1964, Title VI – Assurances**
During the performance of this Contract, the contractor, for itself, its assignees and successors in interest agrees as follows:

   a. **Compliance with Regulations** – Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

   b. **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

   c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment** – In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

   d. **Information and Reports** – The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PMGAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to PMGAA or the FAA as appropriate, and will set forth what efforts it has made to obtain the information.

   e. **Sanctions for Noncompliance** – In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

      i) Withholding of payments to the contractor under the contract until the contractor complies, and/or;

      ii) Cancellation, termination, or suspension of the Contract, in whole or in part.

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

3. **Civil Rights – Title VI List of Pertinent Nondiscrimination Acts and Authorities**
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- **Airport and Airway Improvement Act of 1982**, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- **The Civil Rights Restoration Act of 1987**, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- **Titles II and III of the Americans with Disabilities Act of 1990**, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- **The FAA’s Non-discrimination statute** (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- **Executive Order 12898**, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- **Executive Order 13166**, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- **Title IX of the Education Amendments of 1972**, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### 4. Federal Fair Labor Standards Act

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### 5. Occupational Safety and Health Act of 1970

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20CFR Part 1910). Consultant must address any
claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

6. **Lobbying and Influencing Federal Employees**
   a. No federal appropriated funds shall be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant and the amendment or modification of any federal grant.
   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal grant, the contractor shall complete and submit Standard Form-LLL, “Disclosure of Lobby Activities,” in accordance with its instructions.

7. **Access to Records and Reports**
   Consultant shall maintain an acceptable cost accounting system. Consultant further agrees to provide PMGAA, the FAA and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of Consultant which are directly pertinent to this specific Contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this Contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.

8. **Breach of Contract Terms**
   Any violation or breach of terms of this Contract on the part of Consultant or its subconsultants or subcontractors may result in suspension or termination of this Contract, or such other action that may be necessary to enforce the rights of the parties with respect thereto. The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

9. **Rights to Inventions**
   All rights to inventions and materials generated under this Contract are subject to regulations issued by the FAA and PMGAA of the federal grant under which this Contract is executed.

10. **Trade Restriction Clause**
    a. Consultant or its subconsultants/subcontractors, by submission of an offer and/or execution of a contract, certifies that it:
       i. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
       ii. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on the list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on the list; and
       iii. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on the list.
    b. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the list for use on the project, the FAA may direct PMGAA cancellation of this Contract at no cost to the Government.
c. Further, Consultant shall incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

d. Consultant shall provide immediate written notice to PMGAA if Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor shall agree to provide written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

e. This certification is a material representation of fact upon which reliance was placed when the Contract was awarded. If it is later determined that Consultant or its subcontractor knowingly rendered an erroneous certification, the FAA may direct PMGAA cancellation of this Contract or any subcontract for default at no cost to the Government.

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

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

11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Consultant, by accepting this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant shall include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall provide a written explanation to PMGAA.

12. Project Security
As some or all portions of work possible during the Term of this Contract may be located inside the secured area of the Airport, adherence to and familiarity with federal security regulations is essential. For these projects, Consultant shall be responsible for fulfilling the security requirements described herein.

a. Secured Area Access – All Consultant personnel who require unescorted access to the secured area of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete the Security Badge Application and Security Badge Authorization forms.

b. Employee Security Badges – If deemed necessary by PMGAA subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display an Airport security badge. Consultant shall submit a Security Badge Application form to the PMGAA security office for each employee requiring unescorted access, along with the current fee for each badge. Badge fees are identified on the current Airport Fees, Services and Rental Rates available via the Airport website at www.gatewayairport.com and are subject to change.

i. All fees must be paid to PMGAA by cash or check.

ii. Airport Security Badge Application forms and instructions are available via the Airport website at www.gatewayairport.com.

iii. An authorized representative of Consultant must also obtain and submit a Security Media Authorization form, which is to be submitted to the PMGAA badging office. The Security Media Authorization form and instructions are available via the Airport website at www.gatewayairport.com.

iv. A training class on aviation security must be successfully completed before individuals are issued a badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take two hours per person.

v. Additional information, including a “Frequently Asked Questions” is available via the Airport website at www.gatewayairport.com or by contacting the PMGAA Badging Office at (480) 988-7522. The Badging Office is located at 5803 S. Sossaman Road, Mesa AZ 85212.
vi. Consultant shall immediately notify the PMGAA Badging Office of any Consultant personnel whose employment status has changed.

vii. Consultant shall retrieve all security badges and keys and return them to the PMGAA Badging Office. A fee, as indicated on the most current Airport Rates and Charges Schedule, will be charged for each badge that is damaged, lost or not returned.

viii. The PMGAA Badging Office will require a completed Security Badge Application from each Consultant employee so certified by Consultant as requiring such before a Security Badge is issued.

ix. Under certain circumstances and out of control of PMGAA, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.

x. At all times, aircraft shall have the right-of-way over all vehicle traffic.

c. Fines – Due to both the safety and security precautions necessary at the Airport, any failure of the Consultant to adhere to prescribed Airport requirements/regulations has consequences that may jeopardize the health, welfare and lives of Airport customers and employees, as well as the Consultant’s own employees. Therefore, if Consultant is found to be in non-compliance with any security, airfield badging/licensing and airfield safety requirement, a Notice of Violations (NOV) may be issued. A current listing of fines is available by contacting the PMGAA Badging Office.

13. **Standard Terms & Conditions**
PMGAA’s Standard Terms & Conditions (in **EXHIBIT D** attached) include clauses that pertain to both construction and professional services. For such, the term “contractor” is to be considered same as “consultant.” If a clause implies construction service then it is waived for a professional services contract. PMGAA reserves the right to make that determination if there is a conflict.

14. **Federal and State Guidelines and Regulations**
All work performed under this Contract must satisfy FAA and applicable agency standards, and be accomplished in accordance with applicable federal, state and local guidelines and regulations, including FAA Advisory Circulars, NEPA and Arizona environmental statutes.

Consultant shall perform the services as described in approved Contract in accordance with the applicable requirements imposed by PMGAA, ADOT, FAA and any other applicable sponsoring agencies. Consultant and its subconsultants/subcontractors, if any, shall comply with any and all applicable laws, regulations, executive orders, policies, guidelines, and any other requirements for FAA Airport Improvement Program (AIP) projects. Consultant shall provide PMGAA all information, reports, documents, and/or certifications requested by PMGAA for the satisfaction of any grant requirements for the reimbursement of services, including, without limitation, identifying the specific services provided by Consultant and the billing period(s) during which services were or are to be provided. Nothing herein shall be construed as making the FAA or ADOT a party to this Contract.

15. **Right to Contract With Other Firms**
PMGAA shall have the right to contract with other firms and/or persons and/or to self-perform additional services, which may be the subject of this Contract. Consultant shall conduct its operations and perform any services authorized under the Contract so as not to interfere with or hinder the progress of completion of the work being performed by PMGAA and/or other firms and/or persons. Consultants working on the same project shall cooperate with each other in the performance, scheduling, and, if applicable, the integration of their respective services.

16. **Independent Contractor Status**
At all relevant times, Consultant is - and shall remain - an independent contractor with regard to performance of its services. PMGAA retains no control over Consultant, the performance of its work or services, or the safety of its employees. Consultant is not authorized to enter into any contract or commitment, authorize any payment, or accept any document, services, goods or materials for, in the name of, or on behalf of PMGAA.
EXHIBIT D – PMGAA STANDARD TERMS & CONDITIONS

1. Certification. Consultant certifies:
   a. The award of this Contract did not involve collusion or other anti-competitive practices.
   b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
   c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Consultant hereby certifies that the individual signing this Contract is an authorized agent for Consultant and has the authority to bind the Consultant to the Contract.

2. Termination of Contract.
   a. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Consultant to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons. PMGAA shall, at all times during the term of the Contract or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction.
      1) Consultant has provided personnel that do not meet the requirements of the Contract.
      2) Consultant has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
      3) Consultant has attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
      4) Consultant has failed to furnish the required service(s) and/or product(s) within the time stipulated in the Contract or associated Authorization of Services.
      5) Consultant has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Consultant fails to give PMGAA adequate assurance the Consultant will perform the Contract in full and on time.
      6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Consultant regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
   b. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives fourteen (14) calendar days’ advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA’s convenience and with fourteen (14) days’ written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date.

3. Dispute Resolution.
   a. Negotiations. If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
   b. Mediation. Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and
administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.

c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs as determined by the arbitrator or court as applicable.

4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Consultant nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Consultant, including **Workers’ Compensation** coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA’s payments under this Contract.

5. **Affirmative Action.** Consultant shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.

6. **Human Relations.** Consultant shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.

7. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.

8. **Americans with Disabilities Act.** Consultant shall comply with all applicable provisions of the **Americans with Disabilities Act** (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

9. **Confidentiality of Records.** Consultant shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.

10. **Gratuities.** PMGAA may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Consultant or any agent or representative of Consultant, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Consultant the amount of the gratuity.

11. **Applicable Law.** This Contract shall be governed by, and PMGAA and Consultant shall have, all remedies afforded each by the **Uniform Commercial Code**, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by
the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.

12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Consultant under this RFP, IFB or RFQ. The Contract contains the entire agreement between PMGAA and Consultant. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.

13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Consultant.

14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.

16. **Protection of Government Property.** Consultant shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultant damages PMGAA’s property in any way, Consultant shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Consultant fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Consultant under the Contract.

17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

18. **Subcontracts.** Consultant shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Consultant of its acceptance or rejection within forty-five (45) days or written request by Consultant. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Consultant referred to herein. Consultant is responsible for Contract performance whether subcontractors are used.

19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party’s existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Consultant’s services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.

20. **Warranties.** Consultant warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Consultant or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
21. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Consultant’s acts, errors, omissions, or mistakes relating to Consultant’s services under this Contract.

22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

23. **Advertising.** Consultant shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.

24. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA’s expense, inspect the place of Consultant’s or any of Consultant’s subcontractor’s business, which is related to the performance of this Contract or related subcontract.

25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party (“Required Act”), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (“Force Majeure Event”), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Consultant to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

26. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Consultant’s risk and may be returned to Consultant. If so returned, all costs are the responsibility of Consultant. Noncompliance shall conform to the cancellation clause set forth in this Contract.

27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Consultant or any other person except with prior written permission by PMGAA.

28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.

29. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Consultant shall provide a formal release of all liens.
30. **Licenses.** Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Consultant as applicable to this Contract.

31. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.

32. **Clean Up.** Consultant shall at all times keep Contract performance areas, including storage areas used by the Consultant, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Consultant shall leave the work and premises in clean, neat, and workmanlike condition.

33. **Patents.** Consultant shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys’ fees, for any alleged infringement of any person’s patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Consultant under this Contract.

34. **Records and Audit Rights.** Consultant’s and all of its approved subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Consultant and subcontractor employees that work on the Contract (all the foregoing collectively referred to as “Records”), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Consultant’s and its subcontractor’s actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Consultant and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Consultant under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Consultant and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Consultant or subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.

35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Consultant’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Consultant’s and any of Consultant’s subcontractor’s employee who works on this Contract to ensure the Consultant is complying with this paragraph.
Board Action Item

Re: Resolution 20-21

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Airport Liability, Property & Casualty, Fiduciary, Crime, Executive Risk, Cyber, Environmental, Workers Compensation
Date: June 16, 2020

Proposed Motion
To authorize the Denver Series of Lockton Companies, LLC (Lockton) under the terms of its existing Insurance Broker / Risk Management Consulting Agreement with the Phoenix-Mesa Gateway Airport Authority to purchase specific lines of insurance on behalf of the Authority for the period July 1, 2020 through June 30, 2021 at an aggregate premium cost not-to-exceed the budgeted amount of $473,481.

Narrative
Phoenix-Mesa Gateway Airport Authority (PMGAA) renews the following lines of insurance on a fiscal year basis: Airport Liability, Property, Automobile, Fuel Farm (Property and Inland Marine), Fiduciary, Crime, Executive Risk and Employment Practices, Cyber, Environmental, and Workers Compensation.

During its marketing process, Lockton engaged several insurance carriers that provide lines of insurance coverage for airports. Insurance premiums are subject to annual increases and decreases based on many variables including, but not limited to, loss rate, marketplace demand, exposure base, and the brokers’ strength in the aviation and general property/casualty marketplace. Lockton has negotiated premiums on insurance policies for the above lines of insurance for PMGAA for an estimated amount of $430,915 for FY21. These premiums are subject to change due to any new losses incurred by PMGAA until coverage is bound.

Fiscal Impact
Premiums were included in the Fiscal Year 2021 operating budget at $473,481.

Attachment(s)
Renewal quote for lines of coverage.
RESOLUTION NO. 20-21

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

WHEREAS the Authority desires to authorize the Denver Series of Lockton Companies, LLC (Lockton) under the terms of its existing Insurance Broker / Risk Management Consulting Agreement with the Phoenix-Mesa Gateway Airport Authority to purchase specific lines of insurance on behalf of the Authority for the period July 1, 2020 through June 30, 2021 at an aggregate premium cost not-to-exceed the budgeted amount of $473,481.

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

The Board of Directors of the Authority hereby authorizes the Denver Series of Lockton Companies, LLC (Lockton) under the terms of its existing Insurance Broker / Risk Management Consulting Agreement with the Phoenix-Mesa Gateway Airport Authority to purchase specific lines of insurance on behalf of the Authority for the period July 1, 2020 through June 30, 2021 at an aggregate premium cost not-to-exceed the budgeted amount of $473,481. 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 16th day of June, 2020.

____________________________________
Robert Stone, Chair

ATTEST:                  APPROVED AS TO FORM:

____________________________________
Misty Johnson, Clerk of the Board

____________________________________
Jill Casson Owen, Attorney
## Financial Summary

### Premium Summary | Renewing 7/1/2020

<table>
<thead>
<tr>
<th>Line of Business</th>
<th>Carrier</th>
<th>Expiring Premium</th>
<th>Renewal Premium</th>
<th>Change</th>
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<tr>
<td>Property</td>
<td>Travelers</td>
<td>$127,987</td>
<td>$130,516</td>
<td>2%</td>
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<tr>
<td>Worker’s Compensation</td>
<td>Old Republic</td>
<td>$129,998</td>
<td>$121,153</td>
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<td>Auto Liability</td>
<td>Travelers</td>
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<td>$54,933</td>
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<td>Airport General Liability</td>
<td>AIG</td>
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<td>Inland Marine &amp; Fuel Farm</td>
<td>Travelers</td>
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<td>D&amp;O/Employment Practice Liability</td>
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<td>$12,359</td>
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<td>Cyber</td>
<td>Beazley</td>
<td>$7,600</td>
<td>$7,600</td>
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<td>Crime (3Yr Policy, 7/1/20-23) billed annually</td>
<td>Travelers</td>
<td>$3,672</td>
<td>$3,608</td>
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<td>Fiduciary</td>
<td>Chubb/Travelers</td>
<td>$1,592</td>
<td>$1,607</td>
<td>1%</td>
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<tr>
<td><strong>Total - All Lines Renewing</strong></td>
<td></td>
<td><strong>$416,703</strong></td>
<td><strong>$430,915</strong></td>
<td>3%</td>
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<tr>
<td>Environmental (3YR Term 7/1/18-21)</td>
<td>Beazley</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Board Action Item**

Re: Resolution 20-22

To: Board of Directors
From: Matt Nebgen, Gateway Aviation Services Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: FY21 Purchase of Unleaded and Diesel Fuel
Date: June 16, 2020

---

Proposed Motion
To authorize the purchase of Unleaded and Diesel fuel from the lowest priced State contract vendor at market prices for Airport Authority use and resale in an amount not to exceed $413,357 to provide fuel for the 2021 fiscal year.

Narrative
The Phoenix-Mesa Gateway Airport Authority (PMGAA) owns and operates Gateway Aviation Services, the airport’s sole provider of fuel for ground support equipment.

Unleaded and Diesel are needed to provide fuel to tenant and airport ground support equipment.

As a qualified participant of the Arizona Department of Administration Sate Procurement Office (ADSCO), PMGAA can procure goods and services under state contracts. The state is currently contracted with Senergy Petroleum, LLC for bulk fuel.

Fiscal Impact
This purchase was included in the FY21 budget and is funded under Cost of Goods Sold.

Attachment(s)
N/A
RESOLUTION NO. 20-22

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

WHEREAS the Authority desires to authorize the purchase of Unleaded and Diesel fuel from the lowest priced State contract vendor at market prices for Airport Authority use and resale in an amount not to exceed $413,357 to provide fuel for the 2021 fiscal year.

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

The Board of Directors of the Authority hereby authorizes the purchase of Unleaded and Diesel fuel from the lowest priced State contract vendor at market prices for the Airport Authority use and resale in an amount not to exceed $413,357 to provide fuel for the 2021 fiscal year. This resolution also authorizes the Chair or Executive Director/CEO to make such insertions, additions, 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 16th day of June, 2020.

________________________________________
Robert Stone, Chair

ATTEST:

Misty Johnson, Clerk of the Board

APPROVED AS TO FORM:

Jill Casson Owen, Attorney
Board Action Item

To: Board of Directors
From: Matt Nebgen, Gateway Aviation Services Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: International Waste Management Services
Date: May 6, 2020

Proposed Motion
To authorize the purchase of international waste management services from Stericycle, Inc. (Stericycle) in an amount not to exceed $70,000.00 for fiscal year 2021.

Narrative
Services provided by Gateway Aviation Services include the disposal of international waste generated from arriving aircraft. This waste is regulated by the U.S. Department of Agriculture and strict laws must be followed in the disposal of such waste.

Animal and Plant Health Inspection Service (APHIS) regulated waste refers to all international waste from ocean liners, ships and planes which is not hazardous. Stericycle will collect, transport, treat and dispose of all APHIS waste and regulated garbage generated on all international flights arriving at the Phoenix-Mesa Gateway Airport. All APHIS waste collected by Stericycle is transported to a permitted facility for proper treatment by autoclaving and subsequent disposal.

Phoenix Mesa Gateway Airport Authority entered into an agreement with Stericycle on March 4, 2020 for waste disposal services under a sole source procurement as Stericycle was, and continues to be, the only vendor that provides this service in the Phoenix area. This agreement automatically renews annually unless terminated earlier by either party.

Fiscal Impact
This purchase was included in the FY21 operating budget and is funded under Cost of Goods Sold-Ramp Services in the respective amount of $70,000.00.

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

WHEREAS the Authority desires to authorize the purchase of international waste management services from Stericycle, Inc. (Stericycle) in an amount not to exceed $70,000.00 for fiscal year 2021.

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

The Board of Directors of the Authority hereby authorizes the purchase of international waste management services from Stericycle, Inc. (Stericycle) in an amount not to exceed $70,000.00 for fiscal year 2021. This resolution also authorizes the Chair or Executive Director/CEO to make such insertions, additions, 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 16th day of June, 2020.

Robert Stone, Chair

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
Proposed Motion

To authorize an agreement for financial participation between the City of Mesa and Phoenix-Mesa Gateway Airport Authority to share state and federal lobbyist and consulting services effective July 1, 2020 in the amount of $106,406.40.

Narrative

In the past, Phoenix-Mesa Gateway Airport Authority and the City of Mesa have shared expenses pertaining to lobbyist services. Mesa and the Airport will utilize the services of Patton Boggs for federal professional services, and Triadvocates, LLC for state professional services, and will share in these costs.

The Airport Authority will provide 40 percent of the total cost for the federal lobbying contract, and 33 percent of the total cost for the state lobbying contract.

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Triadvocates, LLC</td>
<td>$32,006.40</td>
</tr>
<tr>
<td>2. Squire Patton Boggs</td>
<td>$74,400</td>
</tr>
</tbody>
</table>

Total Contract Amount:

Total combined contract amount for FY 2021 will be $106,406.40.

Fiscal Impact

This contract was included in the FY21 operating budget and is funded under Consulting Services

Attachment(s)

Letter of Agreement with City of Mesa.
WHEREAS, the Phoenix-Mesa Gateway Airport Authority ("Authority"), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 et seq. owns and operates the Phoenix-Mesa Gateway Airport ("Airport"); and

WHEREAS the Authority desires to authorize an agreement for financial participation between the City of Mesa and Phoenix-Mesa Gateway Airport Authority to share state and federal lobbyist and consulting services effective July 1, 2020 in the amount of $106,406.40.

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

The Board of Directors of the Authority hereby authorizes an agreement between the City of Mesa and Phoenix-Mesa Gateway Airport Authority to share state and federal lobbyist and consulting services effective July 1, 2020 in the amount of $106,406.40. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 16th day of June, 2020.

__________________________________________
Robert Stone, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
DATE:       June 9, 2020

TO:         J. Brian O’Neill, Executive Director, Phoenix-Mesa Gateway Airport Authority

FROM:       Scott J. Butler, Deputy City Manager, City of Mesa

SUBJECT:    State & Federal Legislative Representation and Consulting Services

The purpose of this memo is to confirm the proposed cost-sharing arrangement for state and federal consulting services between the City of Mesa and the Phoenix-Mesa Gateway Airport Authority.

State professional services are provided by Triadvocates, LLC. The agreement for state representation will cover the period from July 1, 2020 until June 30, 2021. Gateway’s financial participation for state services will be set at 33% of the total costs. For FY2021, the cost will not exceed $32,006.40. The Triadvocates agreement is currently on its first term of its tenth contract extension.

Federal professional services are provided by Squire Patton Boggs, LLP. The agreement for federal representation will cover the period from July 1, 2020 until June 30, 2021. Gateway’s financial participation for federal services will continue to be set at 40% of the total costs. For FY2021, the cost will not exceed $74,400. The Squire Patton Boggs agreement is currently on its first term of its seventh contract extension.

c: Christopher J. Brady

Acknowledgement

______________________________________           ______________
J. Brian O’Neill, Executive Director                                    Date
Board Action Item

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Construction Contract with SDB, Inc. for the Fuel Storage Expansion Project, CIP1207
Date: June 16, 2020

Proposed Motion
To authorize a contract with SDB, Inc. for construction services needed for the Fuel Storage Expansion Project, in an amount not to exceed $1,058,814.12 under CIP 1207.

Narrative
The original Fuel Storage Facility was designed in 2004 and constructed in 2005 with six (6) – 25,000 gallon fuel storage tanks; an expansion was designed in 2011 and constructed in 2012 with the addition of two (2) – 50,000 gallon tanks along with a number of other improvements having been completed over the years. As the Phoenix-Mesa Gateway Airport Authority (PMGAA) continues to grow, it has been determined that PMGAA needs to increase the storage capacity of the Diesel and the Unleaded Automotive Fuels.

The Engineering and Facilities Department and the Gateway Aviation Services department are responsible for the maintenance and repair of the Airport's fuel facilities and has concluded that the Fuel Storage Facility is also in need of some upgrades to increase safety. These upgrades include replacement fuel pump and motor assembly, filter vessel and associated plumbing and piping as well as a refresh of the existing Programmable Logic Controller (PLC) with modern switches and sensors.

PMGAA and SDB, Inc. are both participants of the 1 Government Procurement Alliance (1GPA). Under 1GPA, SDB, Inc. was awarded Contract #18-15PV-12 and it is through this competitive selection that PMGAA will utilize SDB, Inc. for the Fuel Storage Expansion Project. This contract is available upon request.

Fiscal Impact
This contract was included in the FY20 Capital Budget and is funded with PMGAA non-grant funds under CIP 1207.

Attachment(s)
Construction Contract
RESOLUTION NO. 20-25

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

WHEREAS the Authority desires to authorize a contract with SDB, Inc. for construction services needed for the Fuel Storage Expansion Project, in an amount not to exceed $1,058,814.12 under CIP 1207.

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 contract with SDB, Inc. for construction services needed for the Fuel Storage Expansion Project, in an amount not to exceed $1,058,814.12 under CIP 1207. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 16th day of June, 2020.

Robert Stone, Chair

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
CONSTRUCTION CONTRACT

A. EFFECTIVE DATE:

This Contract is entered into by and between the Owner and the Contractor for construction of the Project and shall be effective as of ________________, 2020.

B. Owner/ENGINEER:

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona
5835 South Sossaman Road
Mesa, Arizona 85212-6014
Phone: 480.988.7600
Fax: 480.988.7641

C. CONTRACTOR:

SDB, Inc.
1001 S. Edward Drive
Tempe, AZ 85281
480-967-5810

D. DESIGN ENGINEER:

Larson Associates Architects, Inc.
3807 N. 24th Street, Suite 100
Phoenix, AZ 85016

RESIDENT ENGINEER

Complete Aviation Fuel Systems, Inc.
21602 N. 2nd Avenue, Suite 1
Phoenix, AZ 85027

E. PROJECT:

Project Name: Fuel Storage Expansion Project
Owner Project No. 1207
F. WORK TO BE PERFORMED:

The Owner intends to install a 20,000 gallon equally split combination diesel and unleaded fuel storage tank, replace the existing 100LL Aviation Fuel delivery system comprised of a pump, motor, filter vessel, and associated plumbing and piping, and refresh the fuel system Programmable Logic Controller (PLC).

G. RECITALS:

The purpose of this project is to increase storage capacity of both Diesel and Unleaded Automotive Fuels, replace the 100LL Aviation Fuel delivery system including the pump, motor, filter vessel, and all associated plumbing and piping for increased reliability and pumping capabilities, and refresh the existing Programmable Logic Controller (PLC) with modern switches and sensors to provide more accurate fuel system data.

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

H. AGREEMENTS:

ARTICLE 1 THE CONTRACT

The Contract consists of (1) this Construction Contract, (2) 1 Government Procurement Alliance (1GPA) solicitation, contract #18-15PV-12 documents, amendments, and extensions thereto and Contractor submittals, (3) Drawings, Technical Specifications and other documents or amendments referenced in Article 12 of this Construction Contract, and (4) any amendments or modifications to the foregoing documents, including (a) a written amendment signed by both parties, (b) a Change Order, (c) a Change Directive, (d) Supplementary Instructions, or (e) a written order for a minor change in the work (collectively the "Contract").

ARTICLE 2 THE WORK

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

ARTICLE 3 CONTRACT TIME

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

3.2 The Contractor shall achieve Substantial Completion (as defined in Article 8 and evidenced by a Certificate of Substantial Completion) of Schedule I no later than three-hundred-seventeen (317) calendar days after the issuance of the Notice to Proceed.

3.3 Final Acceptance of the work shall occur not more than thirty (30) calendar days after the Substantial Completion date.
3.4 The parties acknowledge and agree that it would be extremely difficult and impracticable to ascertain the damages that the Owner would incur should the Contractor fail to achieve, (1) Substantial Completion of the work by the milestone completion date(s), or (2) Final Acceptance of the work, as specified in this Article 3. Accordingly, if the Contractor fails to achieve (1) Partial Acceptance, (2) Substantial Completion, or (3) Final Acceptance of the work as specified in this Article 3, the Contractor shall be liable for and shall pay to the Owner liquidated damages for each calendar day of delay until the Contractor achieves (1) Partial Acceptance, (2) Substantial Completion, or (3) Final Acceptance of the work as the case may be. The liquidated damages shall be as follows:

The following Liquidated Damages apply:

1. Substantial Completion of Schedule I (All Phases, 30 Calendar days) – $500 per Day

The following Liquidated Damages will also apply:

1. Final Completion within thirty (30) Calendar Days of Substantial Completion of the project – $500 per Day

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

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor’s performance of the Contract the Not to Exceed Amount Contract Sum of One Million Fifty-Eight Thousand Eight Hundred Fourteen Dollars and twelve cents ($1,058,814.12), subject to the additions and deductions as provided in the Contract.

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

ARTICLE 5 PAYMENTS

5.1 On the 25th of each month or the next Business Day if the 25th is a legal holiday or weekend, the Contractor shall submit to the Owner an itemized application requesting payment for work completed, substantiating the Contractor’s right to payment as the Owner may require, such as copies of requisitions from Subcontractors and reflecting retainage (“Application for Payment”).

5.2 Change Order Required for Payment. Applications for Payment may not include requests for payment on account of changes in the work which have been properly authorized by Change Directives but not yet included in executed Change Orders.

5.3 Disputes with Subcontractors. Applications for Payment may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason.

5.4 Retainage. Owner will not retain any funds due the Contractor for payment of work for this project.
5.5 Payment for Stored Materials. Unless otherwise provided in the Contract, payments shall be made on account of materials delivered and suitably stored at the Site for subsequent incorporation in the work. Payment will not be made for materials and equipment suitably stored off the Site. Payment for materials and equipment stored on the Site shall be conditioned upon (1) compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner’s title to such materials and equipment or otherwise protect the Owner’s interest, (2) property insurance as set forth in Article 14, and (3) transportation to the Site. The Owner will not consider requests to pay for items that are stored offsite, or off-the-shelf type materials not requiring a long lead time to order.

5.6 Lien Waivers. The Contractor warrants that title to all work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor also warrants that upon submittal of an Application for Payment all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, or other persons or entities making a claim by reason of having provided labor, materials, or equipment relating to the work. All Applications for Payment shall include lien waivers executed by the Contractor and all Subcontractors providing labor, equipment or materials for the work in the form set forth in A.R.S. § 33-1008. If a Subcontractor, sub-subcontractor, vendor, supplier, manufacturer, or other entity or person supplying labor, equipment, or materials related to the work refuses to furnish a lien waiver for Contractor’s Application for Payment, the Contractor shall furnish a bond satisfactory to the Owner against such possible lien prior to payment. Payment shall not be due until Contractor furnishes such bond. The Contractor shall also indemnify defend and hold harmless the indemnified parties against any lien by any Subcontractor, sub-subcontractor, vendor, supplier, manufacturer or other entity or person supplying labor, equipment, or materials related to the work.

5.7 Timing for Recommendation. The Contractor’s Application for Payment shall be deemed approved and certified for payment within ten (10) days from the date of submission to the Owner, unless within ten (10) days from the date of submission, the Owner issues a written finding to the Contractor specifying those items in the Application for Payment that will not be approved for payment. In addition to the amount withheld under Article 5.3, the Owner may withhold an additional amount from the progress payment sufficient to pay the expenses that the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. Undisputed portions of progress payments shall be paid monthly after an Application for Payment is submitted to the Owner. Upon Owner’s determination that the work has progressed to the point indicated in the Contractor’s Application for Payment and that to the Owner’s knowledge, information and belief, the quality of the work is in accordance with the Contract.

5.8 Recommendation Subject to Later Evaluation. The recommendation of the Engineer and the decision of the Owner to make a payment is subject to later evaluation of the work for conformance with the Contract upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract correctable prior to completion and to specific qualifications expressed by the Engineer. The issuance of a recommendation for payment will not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed the Contractor’s construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
5.9 Criteria for Withholding Recommendation. The Engineer may decide not to recommend payment and may withhold a recommendation in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer’s opinion the representations to the Owner required in Article 5.7 cannot be made. If the Engineer is unable to recommend payment in the amount of the Application for Payment, the Engineer will notify the Contractor and Owner as provided in Article 5.7. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a recommendation for the amount for which the Engineer is able to make such representations to the Owner. The Engineer may also decide not to recommend payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a recommendation previously issued, to such extent as may be necessary in the Engineer’s opinion to protect the Owner from loss because of:

1. defective work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or another contractor;
6. reasonable evidence that the work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
7. persistent failure to carry out the work in accordance with the Contract;
8. failure to submit lien waivers as required by Article 5.6;
9. unsatisfactory prosecution of the work or failure to comply with the work Milestone Dates or Contractor Construction Schedule;
10. failure to supply Shop Drawings or other required submittals;
11. erroneous estimates by the Contractor of the value of the work performed; or
12. the existence of a breach by the Contractor of any provision in the Contract.

5.10 Recommendation Made Upon Compliance. When the above reasons for withholding recommendation are removed, recommendation will be made for amounts previously withheld.

5.11 Prompt Payment. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor for work satisfactorily completed within 7 days from the receipt of payment the prime contractor receives from Owner. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

For purposes of this section, a subcontractor’s work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When Owner has made an incremental acceptance of a portion of this Contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

5.12 No Obligation to Oversee Payments. Neither the Owner nor Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor.
5.13 Payment Not Acceptance of Work. A payment recommendation, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of work not in accordance with the Contract.

**ARTICLE 6  FINAL PAYMENT**

6.1 Following the issuance of a Certificate of Substantial Completion of the work and upon completion of the work, the Contractor shall forward to the Engineer a written notice that the work is ready for final inspection and acceptance and shall also forward to the Engineer a final Application for Payment. Upon receipt, the Engineer will promptly make such inspection. When the Engineer, upon consultation with the Owner, finds the work acceptable under the Contract and the Contract fully performed, the Engineer will promptly issue a final recommendation stating that to the best of its knowledge, information and belief, and on the basis of its observations and inspections, the work has been completed in accordance with the Contract and that the remaining Contract Sum is due, including all retainage, less authorized deductions.

6.2 Conditions to Final Payment. Final Payment to the Contractor shall be made within sixty (60) days after compliance with Article 6.1 and 6.2. Neither Final Payment nor any remaining retainage shall become due until the Contractor submits to the Owner (1) an original affidavit acknowledging that all Subcontractors, material suppliers, payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied, (2) an original certificate evidencing that insurance required by Article 14 is currently in effect and will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not cover the period required by Article 14, (4) the written consent of the Surety to Final Payment, (5) Record Drawings in accordance with Article 17.1 certified by the Contractor that the Drawings as submitted are accurate and complete, (6) three (3) sets of manuals, indexed and bound, containing the manufacturer’s warranties, instructions for maintenance and operation of each item of equipment and apparatus included in the work, and (7) a full and final release and waiver of liens from the Contractor and all Subcontractors. If a Subcontractor refuses to furnish a release and waiver of liens, the Contractor shall furnish a bond satisfactory to the Owner against such possible liens prior to Final Payment. Final Payment shall not be due until the Contractor furnishes such bond. The Contractor shall also indemnify, defend, and hold harmless the indemnified parties against liens by any Subcontractor (collectively “Final Payment”).

6.3 Delay of Final Completion. If, after Substantial Completion of the work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and recommendation by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. In such case, the Owner will retain at least two times the value of the incomplete or uncorrected parts of the work, as determined by the Owner in consultation with the Engineer. If the remaining balance for work not fully completed or corrected is less than retainage stipulated in the Contract the written consent of Surety to payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to recommendation of such payment. Such payment shall be made under terms and conditions governing Final Payment.

6.4 Waiver of Claims. Acceptance of payment by the Contractor or Subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.
ARTICLE 7   SUBCONTRACTORS

7.1   Nothing contained in the Contract shall create any contractual relationship between the Owner or Engineer and any Subcontractor.

7.2   Contractor shall use the subcontractors listed in Contractor’s Bid, if any. The Contractor will not change any Subcontractor that has been previously approved by Owner without the prior written consent of the Owner. Nor shall the Contractor add any additional Subcontractors without the prior written consent of the Owner. Owner and Engineer shall have the right to reject any proposed replacement or additional Subcontractor for whom they have a reasonable objection. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner or Engineer, after due investigation, has reasonable objection to any such proposed person or entity.

7.3   By an appropriate written Agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract, and to assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the Owner and Engineer, except with respect to the ADR provisions of this Contract. The Contractor shall require its Subcontractors to enter into similar agreements with their Subcontractors, except with respect to the ADR provisions of this Contract. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of this Contract to which the Subcontractor will be bound, except with respect to the ADR provisions of this Contract. Each Subcontractor shall similarly make copies of this Contract available to their Subcontractors.

ARTICLE 8   WORK HOURS

8.1   Contractor shall submit to the Owner for review, its proposed construction schedule within seven (7) calendar days from the date of award of the contract.

8.2   Except as otherwise provided in the Contract, work can be performed six (6) days per week, between the hours of 6:00am and 4:00pm, excluding Sunday and Holidays. Refer to Article 8.3 to the limitations of work during the Holidays. Notwithstanding the foregoing, in the event of emergency or when required to complete the work in accordance with the work Milestone Dates, if any, work may be performed on night shifts, overtime, weekends, or Holidays, provided that permission to do so has been obtained from the Engineer and confirmed in writing by the Owner within 72 hours of the commencement of such work. The Contractor will not be entitled to additional compensation for work performed outside of regular working hours, except to the extent the Owner approves such compensation in advance. If so approved, such compensation shall in such event cover only the direct cost of the premium portion of the time involved and not overhead and profit. In no event will Contractor be entitled to additional compensation for work performed outside regular hours where occasioned by delays, need for repairs or other causes attributable to Contractor or its Subcontractors. Notwithstanding the foregoing and unless overtime has been requested by the Owner, the Contractor shall bear all costs of standby contractors or subcontractors, if any. In the event the Contractor performs any of the work on night shifts, overtime, weekends or holidays, the Contractor shall comply with all laws, ordinances, codes, rules, and regulations applicable thereto (including, without limitation, those relating to noise).

8.3   There will be no work as described on the following:
   1.   The night shift prior to Memorial Day
   2.   All day on Memorial Day;
3. The night shift on Memorial Day;
4. The night shift prior to the 4th of July;
5. All day on the 4th of July;
6. The night shift on the 4th of July;
7. The night shift prior to Labor Day;
8. All day on Labor Day;
9. The night shift of Labor Day;
10. The night shift prior to Thanksgiving Day;
11. All day on Thanksgiving Day;
12. The night shift on Thanksgiving Day;
13. All day on the day after Thanksgiving Day
14. The night shift the day after Thanksgiving Day
15. The night shift on Christmas Eve;
16. All day on Christmas Day;
17. The night shift on Christmas Day;
18. The night shift on New Year’s Eve;
19. All day on New Year’s Day;
20. The night shift on New Year’s Day.

ARTICLE 9 CHANGE ORDERS

A Change Order is a written order to the Contractor signed by the Owner authorizing a change in the (1) Work, (2) Contract Sum or (3) Contract Time. Only a Change Order may change the Contract Sum or Contract Time. The Contractor or its Subcontractors shall not perform any work for which the Contractor intends to seek additional money or an extension of time unless the Contractor obtains a written Change Order or written approval by the Owner prior to performing the work. A Change Order signed by the Contractor indicates the Contractor’s agreement therewith, including without limitation, any adjustment in the Contract Sum or Contract Time. A Change Order signed by the Contractor without any indication of change in the Contract Sum or Contract Time indicates the Contractor’s agreement that there will be no change in the Contract Sum or Contract Time (collectively “Change Order”).

ARTICLE 10 TAXES, PERMITS AND FEES

10.1 The Contractor shall pay any and all sales, consumer, use, transaction privilege, and similar taxes on all monies owed for the Work or portions thereof provided by the Contractor.

10.1.2 The Phoenix-Mesa Gateway Airport Authority has been certified by the State of Arizona as an eligible entity in a designated Military Reuse Zone (MRZ). As a result, construction-type improvements within the MRZ are eligible for exemption from State Transaction Privilege Taxes (sales taxes).

10.1.3 This project lies within a designated State of Arizona Military Reuse Zone. Owner, with assistance of the Contractor, shall apply for any and all applicable benefits. If Owner is deemed eligible, Contractor shall then apply for a Letter of Qualification for MRZ Transaction Privilege Tax Exemption from the Arizona Department of Revenue (ADOR) in a timely manner. Owner will issue Notice to Proceed only after such letter has been sent by Contractor to ADOR.

10.1.4 Within thirty (30) days of release of Retention by Owner to Contractor, Contractor must submit a Completion Report to the Arizona Commerce Authority, or as required by the program, to secure the tax exemption.
If Contractor fails to file any reports as required, after Owner has been deemed eligible under the MRZ program, Contractor will be obligated to pay any and all taxes, not the Owner.

10.2 The Contractor shall secure and pay, as applicable, for the building permit and plan check fee, and the Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the work.

ARTICLE 11 CLEANING UP

11.1 Daily Clean Up. The Contractor shall, on a daily basis, clean up after its operation by removing rubbish, including old and surplus materials. The Contractor shall use its best efforts to prevent dust. All waste materials, rubbish and debris resulting from Contractor’s work shall be removed regularly from the Site and disposed in accordance with federal, state, and local laws.

11.2 Final Clean Up. At the completion of the work, the Contractor shall remove all its waste materials and rubbish from and about the Site as well as all its tools, construction equipment, machinery and surplus materials. The Contractor shall professionally wash and clean all surfaces and leave the work neat and clean, ready for occupancy by the Owner, unless higher cleaning standards are required elsewhere in the Contract. The Contractor shall be responsible for the overall cleanliness and neatness of the work.

11.3 Failure to Clean Up. If the Contractor fails to perform regular daily cleanup or to cleanup at the completion of the work as specified, the Owner may do so or cause such work to be performed, with the cost paid for by the Contractor. The Owner shall have the right to retain such costs from payments due Contractor.

ARTICLE 12 CONTRACT DOCUMENTS

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

12.1.1 This Construction Contract.
12.1.2 Plans, Specifications and Addenda issued and/or attached.
12.1.3 Amendments or modifications to the Construction Contract, if any, to which the parties may agree during Contract performance.
12.1.4 All Exhibits to this Contract.
12.1.5 All 1GPA Cooperative Bid and Contract Documents related to Contract #18-15PV-12.
12.1.6 Contractor’s Performance Bond.

12.2 There are no Contract Documents other than those listed above in this Article 12. The Contract Documents may only be amended, modified, or supplemented as provided in Article 18.

12.3 The Contract Documents are complementary, and a requirement called for by one is as binding as if called for by all. In resolving conflicts, if any, the Contract Documents shall be given the precedence that the Engineer determines is consistent with their intent and that will produce the intended result. When not in contradiction with this priority, the Contract Documents shall be given precedence in the order in which they are listed in this Article 12.

ARTICLE 13 SUBSTANTIAL COMPLETION
13.1 Defined. Substantial completion is the stage in the progress of the work when all of the work is complete in accordance with the Contract Documents, so the Owner can occupy or utilize the project for its intended use. For the project and each construction phase to be substantially complete, the following items must be completed in accordance with the Contract Documents: full installation of PCCP meeting the design strength, all grinding for smoothness (if required), PCCP joint sealing, PCCP spall repair, permanent pavement markings, installation of aircraft tie-downs, cables and miscellaneous hardware, all electrical items as identified in the plans including the static grounding rods, and other work required by the Owner. The project area must be open and fully operational for airport and aircraft operations use as intended and shown in the plans. The purpose of granting or acknowledging substantial completion is to stop Contract time. Granting of substantial completion will eliminate the possibility of incurring liquidated damages or additional liquidated damages beyond the substantial completion date, whichever case may apply. The date of substantial completion shall be the date the Engineer receives, in writing, notification from the Contractor, that the work is substantially complete. If upon inspection the project Engineer determines that the project is not substantially complete and/or not ready for inspection, the date of notification from the Contractor will become void. In the event that the Engineer grants substantial completion, the Contractor shall have thirty (30) calendar days thereafter to complete punch list work, unless the Engineer grants additional time in writing. In no case shall a Contractor be granted more than thirty (30) calendar days to complete punch list work, unless there are extenuating circumstances such as a labor strike or circumstance beyond the Contractor's control that would necessitate a further time extension.

In the event the Contractor fails to complete the punch list work within thirty (30) calendar days following the Contract completion date, or in the case of specialized situations within the additional time allotted by the Engineer, the Contractor may be declared in default, and the Engineer may order the work completed by others. In the event of default, as described herein, the Engineer shall withhold from the Contractor's final payment, an amount equal to at least twice the estimated cost of the remaining work. In addition, the Engineer shall withhold the retention or securities deducted from Contract progress payments until all punch list work has been satisfactorily completed, whereupon twice the amount of the actual cost of completing the work shall be deducted from the Contractor's final payment and the remaining funds, if any, including the Contract retention, shall be released in accordance with the conditions set forth in Contract retention. The authority to determine whether the Contractor has achieved Substantial Completion is vested in the first instance with the Engineer in consultation with the Owner, and ultimately in the Owner, whose decision shall be final and binding.

13.2 Certificate of Substantial Completion. When the Contractor considers that all of the work that the Owner agrees to accept as substantially complete, the Contractor shall prepare and submit to the Engineer a comprehensive list of items to be completed or corrected. The Contractor shall, within 30 calendar days, complete and correct all items on the list, unless the Owner in writing grants a longer time. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract. Upon receipt of the list, the Engineer will make an inspection to determine whether the work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the list, which is not in accordance with the requirements of the Contract, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. The Contractor shall then submit a request for another inspection by the Engineer to determine Substantial Completion. When the work or designated portion thereof is substantially complete, the Engineer will prepare a certificate which shall (1) establish the date of Substantial Completion, and (2) shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate (“Certificate of Substantial Completion”). The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.
ARTICLE 14 INSURANCE

14.1 Contractor 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 Contractor, his agents, representatives, employees, or subcontractors.

14.2 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 Contractor’s or Subcontractors’ employees while performing work at locations other than the Site and shall cover Contractor’s employees after Substantial Completion of the work and Subcontractor’s employees after Subcontractor has substantially performed its Subcontract.

14.3 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, Contractors’ 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 Contractor 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.

14.4 Business Automobile Liability insurance, with a combined single limit no less than $1,000,000 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.

14.5 Contractor’s Pollution Legal Liability insurance, with a combined single limit no less than $2,000,000 per each occurrence.

14.6 Before commencing any work under this Contract, Contractor shall furnish Owner with Certificates of Insurance issued by Contractor’s and Subcontractors’ insurer(s), as necessary, in a form acceptable to Owner, as evidence that the insurance policies, including all applicable endorsements, providing the coverage, conditions, and limits required by this Article 14, are in full force and effect. Owner has the right to request and receive promptly from the Contractor certified copies of any or all of such insurance policies and/or endorsements. Owner will not be obligated, however, to review such certificates, policies, and endorsements, or to advise Contractor of any deficiencies in such documents, and such receipts shall not relieve Contractor from, or be deemed a waiver of, Owner’s right to insist on strict fulfillment of Contractor’s obligations hereunder.

14.7 The policies required by Article 14.3 and 14.4 herein shall be endorsed to include Phoenix-Mesa Gateway Airport Authority and the Engineer and 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.

14.8 Contractor and Subcontractors waive all rights of recovery against Phoenix-Mesa Gateway Airport Authority and their directors, officers, employees, successors and assigns, and shall require its insurers to waive all rights of subrogation against Phoenix-Mesa Gateway Airport Authority and all of their respective directors, officers, employees, successors and assigns.
14.9 Costs of all insurance coverage required by Article 14 are the sole responsibility of the Contractor.

14.10 All physical loss or damage to the work or to the Owner property must be reported immediately to the Owner.

14.11 Any deductibles or self-insured retentions must be declared to, and approved by, Owner. At the option of Owner, either: the Contractor shall reduce or eliminate such deductibles; or the Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

14.12 No Claims Made policies, other than Professional Liability, Cyber Liability or Pollution Legal Liability (if applicable to this Contract), will be accepted. For policies that provide claims made coverage:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the contract effective date, or start of work date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Owner for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Legal Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor’s Pollution Legal Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

14.13 Insurance is to be placed with insurers with a current A.M. Best rating of no less than “A-” unless otherwise acceptable to the Owner.

14.14 Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, with the exception of subcontractors providing Commercial General Liability insurance in a reduced amount, with a combined single limit of $1,000,000 per occurrence and in the annual aggregate. All other terms and conditions under Article 14 remain as written herein. Contractor shall ensure that Owner is an additional insured on insurance from all subcontractors.

14.15 The stipulation of insurance coverage in this Section shall not be construed to limit, qualify, or waive any liabilities or obligations of Contractor, assumed or otherwise, under this Contract.

14.16 In the event any insurance coverage for the work is cancelled or terminated, Contractor agrees to replace the insurance without any lapse of protection to Owner.

14.17 Owner 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 15  TERMINATION
15.1 Termination by the Owner 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. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

15.1.1 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.

15.1.2 If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor’s failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

15.1.3 All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

15.2 Suspension by the Owner for convenience.
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the Owner may determine.

15.2.1 Adjustment in Contract Sum. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. that an equitable adjustment is made or denied under another provision of this Contract.

15.2.3 Method for Adjustment in Contract Sum. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

15.3 Owner’s termination for convenience
15.3.1 Effect of Termination for Convenience. The Owner reserves the right to terminate the Contract for convenience and without cause even if Contractor has not failed to perform any part of the Contract. Termination of the work hereunder shall be affected by written notice to the Contractor. Upon receipt of such notice, Contractor 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 the Owner all materials, supplies, work in progress, appliances, facilities, machinery and tools acquired by the Contractor in connection with the performance of the Contract, and take such action as may be necessary or as the Owner may direct for protection and preservation of the work relating to this Contract; and
4. Deliver all plans, Drawings, Specifications and other necessary information to the Owner.

15.3.2 Contractor’s Exclusive Remedy. If the Owner terminates the Contract for convenience, the following shall be the Contractor’s exclusive remedy:

1. Reimbursement of all actual expenditures and costs approved by the Owner as having been made or incurred in performing the work;
2. Reimbursement of expenditures made, and costs incurred with the Owner’s prior written approval in settling or discharging outstanding commitments entered into by the Contractor in performing the Contract; and
3. Payment of profit, in so far as profit is realized hereunder, of an amount equal to the estimated profit on the entire Contract at the time of termination multiplied by the percentage of completion of the work. In no event shall the Contractor be entitled to anticipated fees or profits on work not required to be performed.

15.4 Warranties, Guarantees and Indemnified Parties to Remain in Effect. All obligations of the Contractor 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 Contractor prior to a convenience termination by the Owner. Notwithstanding the above, any convenience termination by the Owner or payments to the Contractor shall be without prejudice to any claims or legal remedies that the Owner may have against the Contractor for any cause, including liquidated damages assessed for Contractor’s delays to any work Milestone Dates.

15.5 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 15, and the Contractor’s remedy for such wrongful termination shall be limited to the recoveries specified under this Article 15.

15.6 Remedy Limited to Damages. In the event that Contractor is terminated, whether for cause or convenience, the Contractor’s sole remedy shall be for damages. In no event shall the Contractor be entitled to reinstatement or other equitable relief from a court or through alternative dispute resolution.
15.7 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 16 DOCUMENTS AT THE SITE

16.1 Contractor to Maintain. The Contractor shall maintain at the Site for the Owner one record copy of the Drawings, Specifications, Change Orders, Shop Drawings, Product Data, Samples, current As-Built Drawings, and addenda or modifications in good order and marked currently to record changes and selections made during the work. These shall be available to the Owner and Engineer and shall be delivered to the Engineer for submittal to the Owner before Final Payment is due.

16.2 Record Drawings. The Contractor shall keep one (1) copy of all specifications, plans, addenda, modifications, working drawings, and shop drawings at the site and in good order, and the Contractor shall annotate these to show all changes made during construction as the changes occur. When the Project is complete but before the final application for payment is submitted, the annotated set of plans showing the as-built work and any annotated working and shop drawings shall be delivered to the Engineer for the Owner’s record.

16.3 Review Required. The Contractor shall perform no portion of the work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the Engineer has reviewed the submittal. Such work shall be performed in accordance with reviewed submittals.

16.4 Representations Made by Submittals. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract.

ARTICLE 17 CHANGES IN WORK

17.1 A Change Order is a written order to the Contractor signed by the Owner authorizing a change in the (1) Work, (2) Contract Sum or (3) Contract Time. Only a Change Order may change the Contract Sum or Contract Time. The Contractor or its Subcontractors shall not perform any work for which the Contractor intends to seek additional money or an extension of time unless the Contractor obtains a written Change Order or written approval by the Owner prior to performing the work. A Change Order signed by the Contractor indicates the Contractor’s agreement therewith, including without limitation, any adjustment in the Contract Sum or Contract Time. A Change Order signed by the Contractor without any indication of change in the Contract Sum or Contract Time indicates the Contractor’s agreement that there will be no change in the Contract Sum or Contract Time (collectively “Change Order”).

17.2 Contract Sum. Adjustments to the Contract Sum shall be based on one of the following methods:

1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. unit prices stated in the Contract or subsequently agreed upon;

3. actual cost of the change, as determined by payroll records and paid receipts, plus allowances for the Contractor’s overhead and profit as provided for in Section 7.1.4 subject to a
predetermined maximum amount, less applicable trade discounts, rebates, credits or other such reductions in cost made available to Contractor; and

4. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

17.3 Itemized Costs. For the purpose of preparing Change Orders, the Contractor shall submit to the Engineer and Owner a complete itemization of all costs required for the change in such form and detail requested by the Engineer/Owner.

17.4 Overhead and Profit. The maximum that will be allowed for combined overhead and profit, expressed as a percentage of the actual basic cost of the change, is set forth below. However, the percentage for overhead and profit allowed by the Owner may be less, depending on the nature, extent or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved (such as the Contractor merely processing a substantial Change Order to a Subcontractor).

1. General Contractor Self-Performed Work and Subcontractor Work Markups. For overhead and profit, the actual or approved costs for equipment, material, and labor shall be marked up by ten (10.0) percent for profit and overhead.

2. General Contractor Markups of Subcontractor Work. The Contractor will be allowed to markup actual or approved subcontractor costs for equipment, material, and labor (excluding subcontractor overhead and profit) by five (5) percent.

3. Subcontractor Markups for Self Performed Work. The subcontractor will be allowed to markup actual or approved costs for equipment, material, and labor performed by that subcontractor’s own forces, shall be marked up by ten (10.0) percent.

4. Material. For all material, accepted by the Engineer and used in the work, the Contractor will be paid the actual cost of such material.

5. Labor. For all labor and for the foreman, when he is in direct charge of the operation, the Contractor will be paid the actual wages paid.

6. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

17.5 Limitations on Costs. Costs for changes, to which overhead and profit are to be applied, shall be limited to the following:

1. actual costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;

2. actual costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed, less applicable trade discounts, rebates credits or other such reductions in cost made available to Contractor;

3. actual rental costs of machinery and equipment per ADOT schedule of equipment rates.
4. actual costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the work; and

5. additional costs of supervision and field office personnel directly attributable to the change.

17.6 Costs of Material. Material costs shall be at the actual cost to the Contractor or Subcontractor. Upon request, the Contractor, or Subcontractor, shall submit evidence to substantiate the costs. Materials shall be quoted at trade discount price, with quantity discounts also applied where the quantities warrant. Cash or prompt payment discounts need not be credited. In any proposal with material credits, the credit shall be based on the actual contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning material that has been delivered. No cancellation or restocking charge will be allowed when material has not been shipped.

17.7 Actual Costs. Except for changes based on unit prices included in the Contract, cost changes shall be computed by determining the actual cost enumerated in Section 7.1.5 to which the combined overhead and profit may be added, and then adding the tax on materials.

17.8 Unit Prices. Unit prices proposed on the proposal form and included in the Contract are not subject to further overhead and profit adjustments. The Contract Sum will be adjusted by the direct extension of the number of units and the unit prices.

17.9 Impact Costs. No claim for impact costs resulting from the performance of a Change Order will be permitted against the Owner, the Engineer, or any other party in privity of contract with the Owner with respect to the Project after the time the Change Order is signed by the Contractor.

17.10 Prompt Response to Proposed Changes. The Contractor shall promptly respond to requests for proposals for changes initiated by the Owner or the Engineer, and in any event shall provide a written itemized proposal in response to any such request within five (5) calendar days after such request is made to the Contractor.

17.11 Final Settlement. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged work, and any and all adjustments to the Contract Sum or the Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Orders in Applications for Payment as if such work were originally part of the Contract. Agreement on any Change Order releases the Owner, Engineer, and any other party in privity of Contract with the Owner with respect to the Project from all claims or liabilities arising in any way in connection with, or in any way association with, such change.

ARTICLE 18 MISCELLANEOUS

18.1 If any provision(s) of the Contract is/are invalid, illegal or unenforceable, all other provisions of the Contract shall nevertheless remain in full force and effect. If any Contract provision is inapplicable to any person or circumstance, that provision shall nevertheless remain applicable to all other persons and circumstances.

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

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

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

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

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

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

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

18.9 Requests for Substitutions. After the Contract has been executed, the Owner and Engineer may consider, but shall have no obligation to consider, a formal request for the substitution of products in place of those specified under the conditions set forth herein. The Contractor proposing the substitution shall pay any modification to the Contract or work necessary as a result of the use of an approved alternate or substitute. If any alternate or substitute is not approved, the Contractor shall use the specified material, product, equipment or system without adjustment to the Contract Sum or Contract Time.

18.10 Notice of Delays. The Contractor shall provide prompt written notice to the Engineer of the occurrence of any delay, and in no event shall such notice be given later than (24) hours after commencement of the delay. The Contractor agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused or could not have been anticipated by the Contractor, and (2) could not have been limited or avoided by the Contractor’s timely notice to its suppliers, Subcontractors, the Owner, or Engineer of the delay.
18.11 The Contractor shall comply at all times with Arizona Executive Order 75-5, as amended by Executive Order 99-4.

18.12 Civil Rights – General. The contractor agrees to comply with pertinent statues, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color or national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

18.13 Civil Rights – Title VI Assurances. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Non-discrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to Owner or the Federal Aviation Administration as appropriate and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

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

18.14 Civil Rights – Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
19.1 Responsibility: The contractor, at all times must comply with all applicable health and safety standards relating to work being performed. All persons performing work must have adequate training to conduct work in a safe manner without endangering the health and safety of their own person and/or others. The contractor is solely responsible for all actions that are associated with their scope of work.

19.2 Failure to Maintain Health and Safety: Unsafe work behavior or any unsafe environment created by the contractor must be immediately resolved by the contractor. If Owner must resolve the issue the cost subsequently will be charged to the contractor. Unsafe work behavior or any unsafe environment created by the contractor could result in a Notice of Violation as issued by Airport Operation or other punitive actions.

19.3 Environmental and Safety Hazards: In the event the contractor encounters a previously unknown hazardous material, reasonably presumed to be hazardous material or an adverse safety condition the contractor shall immediately suspend work and report the condition to Owner. The work shall be resumed only by written consent of Owner. Owner has no responsibility for any hazardous materials brought in by the contractor and any misuse of hazardous material is the sole responsibility of the contractor. Owner is not responsible for any unsafe work conditions created by the contractor.

19.4 Duty to Suspend Work: The contractor has the duty and right to suspend work if reasonable precautions are presumed to be inadequate to prevent bodily injury or an adverse environmental condition.

19.5 Duty to Protect: The contractor has the duty and obligation to protect and provide safety for all persons associated with the work performed. The contractor has the responsibility to protect adjoining properties, utilities or other infrastructure within the vicinity of the work area.

19.6 Compliance with Safety Laws: The contractor is responsible for following all local, state and federal safety laws that are applicable to the work being performed. It is the contractor’s responsibility to conduct self-inspection on persons, material and the surrounding environment to ensure compliance with all applicable laws and regulations.

19.7 Contractor Liability: The contractor assumes all responsibility to correct, repair, replace all and any damage or loss to any property caused by the work being performed or any negligent behavior not associated with the work area.

19.8 Safety Representative: The contractor shall designate a responsible member to fulfill all safety requirements for the purpose of preventing accidents.

19.9 Accident Reports: In the event of an accident, the Safety Representative or other delegate shall provide Owner an accident report with all details associated with the accident including: cause, persons involved, corrective action and any other requested information by Owner.

ARTICLE 20 SUBMITTALS

20.1 The Contractor shall furnish shop drawing and submittals to allow the Engineer / Owner two (2) weeks for review. The Owner / Engineer will review all shop drawings and submittals for general
compliance with the contract documents and no responsibility is assumed for correctness of dimensions or details. The Owner / Engineer will indicate the action taken in response to the submittal or shop drawing by affixing a review stamp and indicating the action as follows:

“No Exceptions Taken”, which means reviewed for construction, fabrication or manufacturer, subject to the provision that the work shall be in accordance with the requirements of the contract documents. Final acceptance of the work shall be contingent upon such compliance.

"Make Corrections Noted", which means unless otherwise noted on the drawings reviewed for constructing, fabrication or manufacture, subject to the provision that the work shall be carried out in compliance with all annotations or corrections indicated and in accordance with the requirements of the contract documents. Final acceptance of the work shall be contingent upon such compliance.

"Amend and Resubmit", which means the review as noted is generally valid, but a corrected submittal is required as noted.

"Rejected", which means that deviations from the requirements of the contract exists in the submittal such that no work based on such drawings or submittal shall be constructed, fabricated, or manufactured. The Contractor shall revise the drawing in compliance with the engineer's annotations and pursuant to all requirements of the contract and shall resubmit the drawing or submittal to the engineer for another review.

20.2 The Contractor shall submit for review, a proposed schedule of submittals, shop drawings, working drawings, supplemental drawings, product data and samples as necessary to control the work adequately. A partial, example list of submittals has been made for reference and the list is not all inclusive and may be revised from time to time as the project progresses, as follows:

1. Contractor's Construction Schedule (due 10 calendar days after the Notice of Award).

2. Updated Contractor's Construction Schedule (with each monthly progress payment application).

3. A Submittal Schedule (due 10 calendar days after the Notice of Award, and due monthly).

4. Record Drawings (due 30 days after Final Completion)

5. A Schedule of Values *

6. Contractor’s Emergency Name and Phone Number List *

7. A List of Subcontractors/Material Suppliers *

8. A Lien Release documenting that all Subcontractors and Material Suppliers have been paid for the previous months work, monthly submission required

9. Written Safety Program, Project Specific, for the work to include:
   a. Responsible person, designee, and contact information
   b. Site Plan and Emergency Access
   c. Hazardous Material spill response and remediation procedures

* Indicates items that may be required.
d. Emergency Notification Procedures

e. Utility location and protection procedures

f. Hazard marking and lighting

g. Hazard analysis and mitigation procedures

h. Acknowledgment of Owner’s Rules and Regulations found on the Owner’s website at www.gatewayairport.com

10. Three (3) week look ahead Project Schedule at Weekly Construction Meetings

11. Contractor Certification that the Initial Verification of the Control Points established are acceptable

12. A Barricade Plan and Traffic Control Plan *

13. Contractor’s Quality Control Plan *

14. Contractor’s Quality Control Records, including Daily Inspection Reports and Daily Test Reports (to be submitted daily).

15. National Pollutant Discharge Elimination System- Storm Water Pollution Prevention Plan and Notice of Intent *

16. Storm Water Pollution Prevention Plan Notice of Termination

17. Contractor's Affidavit Regarding Settlement of Claims (Bidding Requirements and Agreement Documents).

18. Submit an original Affidavit acknowledging that all Subcontractors, Material Suppliers, Payrolls, Bills for Materials and Equipment, and other indebtedness connected with the work have been paid or otherwise satisfied (Bidding Requirements and Agreement Documents).

19. An original Certificate evidencing that Insurance required by the Construction Contract is currently in effect and will not be canceled or allowed to expire until at least 30-days prior written notice has been given to the Owner

20. A written statement that the Contractor knows of no reason that the insurance will not cover the period required by the Construction Contract *

21. A written consent of the Surety to Final Payment

22. Record Drawings with a certification that the drawings are accurate and complete

23. Two (2) sets of Operation and Maintenance manuals, index and bound, containing manufacturer’s warranties, instructions for maintenance and operation of each item of equipment and apparatus

24. An original, with notary signature, Full and Final Release and Waiver on Liens from the Contractor and for each Subcontractor and Material Supplier, that documents that they have been paid in full

25. Certificate of Completion
26. Written 2-year Warranty, due at final completion

*Indicates the submittal is due at the pre-construction conference.

20.3 Each submittal shall be numbered sequentially and shall be submitted in accordance with the above schedule, as amended from time to time, so as to cause no delay in the work schedule. The Contractor shall certify each submittal and shop drawing by providing an original letter (on Contractor’s letterhead) to the Engineer / Owner that he has reviewed and approved the submittal and that it conforms to the requirements of the contract documents. If this original certification is not included, the submittal and/or shop drawing will be returned without action. At the time of each submittal, the Contractor shall define and delineate in writing, separate from the certification, any deviations from the contract documents. If the Engineer / Owner accepts this deviation, he will authorize the deviation by issuing a change order or if the deviation is minor by endorsement to the letter.

20.4 The Engineer’s / Owner review will be only for general conformance with the design concept of the work and for compliance with the information contained in the contract documents. The review of a specified item, as such, will not indicate review of the assembly or in which the item functions. Review by the Engineer / Owner will not relieve the Contractor from responsibility for any errors or omissions in the submittals or shop drawings nor from his responsibility for complying with the Contract Documents. The only exception is deviations accepted in accordance with the preceding paragraph.

ARTICLE 21  SECURITY

20.1 This project will be constructed inside the Airport Perimeter Security Fence.

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

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

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

The Contractor’s responsibilities for work areas are as follows:

1. The Contractor shall be held responsible for controlling his employees, subcontractors, and their employees with regard to traffic movement.

2. The Contractor shall rebuild, repair, restore, and make good at his own expense all injuries or damages to any portion of the work occasioned by his use of these facilities before completion and acceptance of his work.
20.3 All Contractor and/or subcontractor personnel performing work functions in accordance with this Contract shall, at all times, properly display a Contractor badge.

The Contract is effective as of the day and year first written above.

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

By: __________________________
    J. Brian O’Neill, A.A.E.

Title: Executive Director/CEO

Date: ________________________

CONTRACTOR
SDB, Inc.
an Arizona Corporation

By: __________________________
    Angie Schmidt

Title: CEO

Date: 6/4/2020
EXHIBIT A

Phoenix Mesa Gateway Airport Authority’s Standard Terms and Conditions

1. **Certification.** Contractor certifies:
   a. The award of this Contract did not involve collusion or other anti-competitive practices.
   b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
   c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Contractor hereby certifies that the individual signing this Contract is an authorized agent for Contractor and has the authority to bind the Contractor to the Contract.

2. **Not Used.**

3. **Dispute Resolution.**
   a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
   b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.
   c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs as determined by the arbitrator or court as applicable.

4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Contractor nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any
insurance to Contractor, including Workers’ Compensation coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA’s payments under this Contract.

5. **Affirmative Action.** Contractor shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.

6. **Human Relations.** Contractor shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.

7. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.

8. **Americans with Disabilities Act.** Contractor shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

9. **Confidentiality of Records.** Contractor shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.

10. **Gratuities.** PMGAA may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Contractor the amount of the gratuity.

11. **Applicable Law.** This Contract shall be governed by, and PMGAA and Contractor shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.

12. **Not Used.**

13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Contractor.

14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.

16. **Protection of Government Property.** Contractor shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and
grass). If Contractor damages PMGAA’s property in any way, Contractor shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Contractor fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Contractor under the Contract.

17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

18. **Subcontracts.** Contractor shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Contractor of its acceptance or rejection within forty-five (45) days or written request by Contractor. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for Contract performance whether subcontractors are used.

19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party’s existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Contractor’s services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.

20. **Warranties.** Contractor warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Contractor or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.

21. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Contractor’s acts, errors, omissions, or mistakes relating to Contractor’s services under this Contract.

22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

23. **Advertising.** Contractor shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
24. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA’s expense, inspect the place of Contractor’s or any of Contractor’s subcontractor’s business, which is related to the performance of this Contract or related subcontract.

25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party (“Required Act”), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (“Force Majeure Event”), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Contractor to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

26. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Contractor’s risk and may be returned to Contractor. If so returned, all costs are the responsibility of Contractor. Noncompliance shall conform to the cancellation clause set forth in this Contract.

27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Contractor or any other person except with prior written permission by PMGAA.

28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.

29. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Contractor shall provide a formal release of all liens.

30. **Licenses.** Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Contractor as applicable to this Contract.

31. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at
any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.

32. **Clean Up.** Contractor shall at all times keep Contract performance areas, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Contractor shall leave the work and premises in clean, neat, and workmanlike condition.

33. **Patents.** Contractor shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys’ fees, for any alleged infringement of any person’s patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Contractor under this Contract.

34. **Records and Audit Rights.** Contractor’s and all of its approved subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Contractor and subcontractor employees that work on the Contract (all the foregoing collectively referred to as “Records”), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Contractor’s and its subcontractor’s actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Contractor and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Contractor under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Contractor and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Contractor or subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.

35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Contractor’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Contractor’s and any of Contractor’s subcontractor’s employee who works on this Contract to ensure the Contractor is complying with this paragraph.
## EXHIBIT B

### SCOPE OF WORK AND CONTRACTOR’S BID

#### SCHEDULE I

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Install premanufactured 20,000-gallon split (10,000 by 10,000) diesel and unleaded double wall combination tank, including all necessary electrical and communications lines and components, impact protection, access ladders and catwalks, emergency stop stations, labeling and signage, and testing and commissioning.</td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
</tr>
<tr>
<td>3</td>
<td>Replace existing 100LL Avgas pump and motor skid to include all necessary plumbing and piping, electrical components, laser alignment, labeling and signage, and testing and commissioning. Salvage existing skid to owner.</td>
</tr>
<tr>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>5</td>
<td>Refresh and update existing Programmable Logic Controller (PLC) to include all necessary components and programming needed to modernize to current industry standards.</td>
</tr>
<tr>
<td>6</td>
<td>N/A</td>
</tr>
<tr>
<td>7</td>
<td>N/A</td>
</tr>
</tbody>
</table>
## Construction Contract

**GPA Contract Number 18-15PV-012**

This project is quoted through GPA under a JOC (Job Order Contract). Under JOC, performance & form of contract are to be determined by the Owner for projects under $58,000. Your acceptance of this quote (which does not include charges for any equipment) is your indication of said waiver. If you do not wish to allow the JOC band, please add the cost for the band (shown in the block of the "Band" line in blue) to the TOTAL of this quote for your Purchase Order amount.

### Member
<table>
<thead>
<tr>
<th>Phx-Mesa Gateway Airport Authority</th>
</tr>
</thead>
</table>

### Project Title
PMGAA 1207 Fuel System Expansion

### Project Location
7630 E. Velocity Way Mesa AZ 85212

### Date
8/1/2023

### Project Duration C. days
303

### Liquidated Damage
$710 / Day

### Direct Project Cost

<table>
<thead>
<tr>
<th>Division/Specialty</th>
<th>#</th>
<th>Quote Summary</th>
<th>Quote Amount</th>
<th>Selected Quote</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Install Premade and Leaked 20,000-gallon split (10,000 by 10,000) diesel and unleaded double wall Combination tank, including all necessary electrical and communications lines and components, impact protection, access panels and controls, emergency stop stations, labeling and signage, and testing and commissioning.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>2. Electrical, Communication, Boring, &amp; Emergency Stop Stations</strong></td>
<td>1</td>
<td>Cochrane Contractors</td>
<td>$375,807.00</td>
<td>$373,807.00</td>
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<tr>
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<td>2</td>
<td>Cochrane Contractors</td>
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<td>$60,165.00</td>
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<tr>
<td><strong>3. Labeling, Signage, Testing, &amp; Commissioning</strong></td>
<td>1</td>
<td>Cochrane Contractors</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>Cochrane Contractors</td>
<td>Decline</td>
<td></td>
</tr>
<tr>
<td><strong>Concrete, Bollards, &amp; K-Rails</strong></td>
<td>1</td>
<td>Raven Concrete</td>
<td>Decline</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>Cochrane Contractors</td>
<td>Decline</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>SDB Civil</td>
<td>$22,482.00</td>
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<td><strong>Total Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td>$470,446.00</td>
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</table>

| **3. Remove Existing 100LL avgas pump and motor skid to include all necessary plumbing and piping, electrical components, laser alignment, labeling and signage, testing and commissioning, salvage sold to owner.** | | | | |
| Remove Existing 100LL Avgas Pump System, Salvaged to Owner | 1 | Cochrane Contractors | $15,946.00 | $15,946.00 |
| 2 | Cochrane Contractors | Decline |
| **Total Subtotal** | | | | $31,892.00 |

| **5. Refresh and update existing Programmable Logic Controller (PLC) to include all necessary components and programming needed to modernize to current industry standards.** | | | | |
| Update PLC & Programming | 1 | Cochrane Contractors | $174,691.00 | $174,691.00 |
| 2 | Cochrane Contractors | Decline |
| 3 | Cochrane Contractors | Decline |
| 4 | Cochrane Contractors | Decline |
| 5 | Cochrane Contractors | Decline |
| **Total Subtotal** | | | | $174,691.00 |

**Subtotal 1 (Total Direct Project Cost)**

$742,811.00

$187,230.09

$229,841.09

$229,841.09

**OH&P**

4% of Subtotal 3

$37,193.64

$967,034.73

**Tax (Enter applicable tax rate)**

5.40%

$52,171.52

**Insurance (Enter applicable rate)**

1.85%

$18,856.32

**Bond, if applicable**

1.00%

$10,752.55

**Project Subtotal**

$1,048,814.12

**Owner Contingency**

$10,000.00

**PROJECT TOTAL:**

$1,058,814.12

* Provide vendor name & explanation if low quote is not selected.
SDB, inc.
1001 S. Edward Drive
Tempe, AZ 85281
(480) 987-5810 Fax (480) 987-5841

BID PROPOSAL
ATTACHMENT "A"

CUSTOMER: Phx-Mesa Gateway Airport Authority
ADDRESS: 5835 S. Sossaman Rd
           Mesa AZ 85212
JOB DESC.: PMGAA 1207 Fuel System Expansion
CONTACT: MICHAEL HANAS -PC

BID DATE: 6/1/2020
PROPOSAL NO.: 20-33-0059 Rev01
PROPOSAL TYPE: Lump Sum

SCOPE OF WORK:
* Per plans & specs by Larson Associates dated 5/5/2020 & scope of work by PMGAA (enclosed)

BID CLARIFICATIONS:
* PMGAA to provide water and power for construction
* LD's will be subject to excusable delays in case of a catastrophic economy, tariffs, unforeseen materials delivery times, weather and others.
* We are excluding any concrete footing for the 20,000 gallon dual tank, none is shown in the plans
* This quote is good for 45 days

EXCLUSIONS:
* Design, Engineering, materials testing, Permits and Special Inspections of any kind (unless noted in proposal)
* Identification of and/or removal of hazardous materials (asbestos, mold, etc.) NESHAP fees and testing
* Unforeseen Conditions and Revisions in the field to accommodate the errors of others
* Premium Time, Underground obstructions, Utility company fees/charges, Temporary/Construction power/water/HVAC/lighting
* Price/cost escalation due to inflation, tariffs, out of the County special materials or components for this project, out of SDB's control
* All work included in original bid schedule items #2, #4, #5 & #7
* Any delays due or related to COVID-19 pandemic issues, out of SDB's control.
* Any delays due or related to submittals approval, engineering/others delays, out of SDB's control.

DOWN PAYMENT TO ORDER MATERIALS REQUIREMENT:

<table>
<thead>
<tr>
<th>Cochise Contractors</th>
<th>Drawings &amp; build skid</th>
<th>$31,800.00</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Upgrades to PLC</td>
<td>$34,938.00</td>
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<td></td>
<td>SDB MU</td>
<td>$2,673.52</td>
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<td></td>
<td>SDB tax</td>
<td>$3,753.62</td>
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<td></td>
<td>SDB bond</td>
<td>$19,174.98</td>
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<td>TOTAL DOWN PAYMENT:</td>
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<td>$92,440.10</td>
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### Project General Conditions

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<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Fee Items</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Travel/Misc.</td>
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<td></td>
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<tr>
<td>Auto Mileage - Project Manager</td>
<td>MI</td>
<td>$0.50</td>
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<tr>
<td>Auto Mileage - Superintendent</td>
<td>MI</td>
<td>$0.50</td>
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<tr>
<td>Per diem</td>
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<td>Reimbursables</td>
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<tr>
<td>Parking Permit</td>
<td>MO</td>
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<td>Dust Control Permits</td>
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<td>Nesbitt Permits</td>
<td>Ea</td>
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<td>Total General Conditions - Admin. Fee not allowed Total</td>
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<td></td>
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<td>$178,023.74</td>
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### Submittals/Documents

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<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>As-Builts - Paper</td>
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<td>As-Builts - Hydras</td>
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<td>As-Builts - CABD</td>
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<td>Project Submittals/Admin. Support</td>
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<td>R &amp; M Material/Admin Support</td>
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<td>$51.16</td>
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<td>Construction Documents Printing/Admin Supplies</td>
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<td>$2,197.66</td>
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### Temporary Facilities

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<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Temporary Power</td>
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<td>Temporary Water/Sewer</td>
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<td>Month</td>
<td>$85.00</td>
<td>340.00</td>
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<td>Street Cleaning</td>
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<td>Street Sweeping</td>
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<td>Survey</td>
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<td>Demolition &amp; Road</td>
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<td>$245.00</td>
<td>980.00</td>
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<td>Housekeeping</td>
<td>320</td>
<td>Hrs</td>
<td>$75.00</td>
<td>24,000.00</td>
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<td>Fire Paint</td>
<td></td>
<td>$125.00</td>
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<tr>
<td>Temporary Tetanus 3 per Month</td>
<td>4.0</td>
<td>Month</td>
<td>$146.00</td>
<td>584.00</td>
</tr>
<tr>
<td>Rent Additional if Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Fencing and Gates Rental</td>
<td>1000.00</td>
<td>MF</td>
<td>$2.75</td>
<td>2,750.00</td>
</tr>
<tr>
<td>Site Set Up &amp; Permits of Term Project T &amp; D</td>
<td>0</td>
<td>EA</td>
<td>$25.00</td>
<td></td>
</tr>
<tr>
<td>Site Set-Up</td>
<td>0</td>
<td>EA</td>
<td>$150.00</td>
<td></td>
</tr>
<tr>
<td>Specialty Items/Services/Equipment</td>
<td>80</td>
<td>Hrs</td>
<td>$175.00</td>
<td>6,000.00</td>
</tr>
<tr>
<td>SWPPP Registration</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Miscellaneous Rental - Water Trucks (Counterflow)</td>
<td>4.0</td>
<td>Month</td>
<td>$85.00</td>
<td>340.00</td>
</tr>
<tr>
<td>(Counterflow) - SDB Self Performed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Inspections as Required in Job Order</td>
<td>4</td>
<td>EA</td>
<td>$500.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>Site Transportation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Trailer</td>
<td>0</td>
<td>Hrs</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>Site Trailer Mobilization &amp; Perms</td>
<td>Ea</td>
<td>$1,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td>Invoice</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Gas) - SDB Self Performed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dust Permit</td>
<td>0</td>
<td>EA</td>
<td>$795.00</td>
<td></td>
</tr>
<tr>
<td>Testing &amp; Quality Control (Hamm)</td>
<td>0.5</td>
<td>LS</td>
<td>$5,300.00</td>
<td>2,650.00</td>
</tr>
<tr>
<td>Sub-Contractor Bonds (Gischke 1%)</td>
<td>1</td>
<td>LS</td>
<td>$9,361.68</td>
<td>9,361.68</td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total General Conditions - Admin. fee allowed Total</td>
<td></td>
<td></td>
<td></td>
<td>178,023.74</td>
</tr>
</tbody>
</table>

### Notes

**Total General Conditions For This Project**

- General Conditions - Admin. Fee allowed Total: $178,023.74
- General Conditions - Admin. Fee not allowed Total: $0.00
- Total General Conditions: $187,233.09
COCHISE CONTRACTORS, INC.
333 N. BLACK CANYON HWY
PHOENIX, AZ 85009-4518
(602) 272-0911 FAX (480) 717-6480
LICENSE NUMBERS: B-01073119, L-05071379 BONDED DATE: 5-29-2020

PROPOSED TO: SDB CONTRACTING
810 W, 1ST STREET
TEMPE AZ. 85281

JOB LOCATION: 7630 E. VELOCITY WAY
MESA AZ. 85212

ATTENTION: JOHN STRAHAN

JOB NAME:
MESA GATEWAY NEW FUEL SYSTEM UPGRADE QUOTE

SUBMITTED BY: CLIFF COGSWELL

TERMS: PROGRESSIVE BILLING
NEED 45 % DOWN ON PURCHASE NEW AVGAS SKID PER MANUFACTURE REQUIREMENTS AND 20% DOWN ON THE PLC UPGRADE

COCHISE CONTRACTORS, INC. PROPOSES TO FURNISH EQUIPMENT, MATERIAL AND LABOR TO PROVIDE AND INSTALL

(1) PROVIDE & INSTALL (1) NEW SPLIT 10,000/10,000 (DIESEL & UNLEADED) AST ABOVEGROUND TANK WITH NEW FUEL SYSTEM WITH ELECTRICAL
(2) PROVIDE & INSTALL (1) NEW AVGAS SKID PER DRAWINGS (SEE NOTES #2)
(3) MODIFIED EXISTING PLC SYSTEM WITH A/C ADD UNIT

EQUIPMENT, MATERIAL & LABOR
NEW FUEL SYSTEM INSTALL TOTAL $720,129.00

EXCLUSIONS
PERMIT OR PERMITS FEES
BUILDING WORK OF ANY KIND
OIL & WATER SEPARATOR SYSTEM OR INSTALL OF ANY KIND
NEW STORM DRAIN INSTALL OR MODIFY OF ANY KIND
NEW AVGAS TANK OR CATWALK (REUSE)
AVGAS AST REMOVAL OF ANY KIND
NEW ELECTRICAL FOR AVGAS TANK (REUSE)
NEW AVGAS SUPPLY AND RETURN LINES WITH NEW VALVES (REUSE THE EXISTING STEEL LINES TO TIE THE NEW AVGAS SKID TO)
NEW AVGAS DRAIN TANK OR NEW PLUMBING (REUSE)
NEW TEMP TANK OR SET UP OF ANY KIND
TEMPORARY FUEL OF ANY KIND (BY OTHERS IF NEEDED)
NEW VALVES FOR AVGAS TANK (REUSE)
PAVING OF ANY KIND
DEMO EXISTING CONCRETE PIT
MODIFY OR INSTALL NEW CONCRETE PIT
REMOVAL, MODIFY OR UPGRADE THE EXISTING FIRE LINE
PROVIDE OR INSTALL NEW CONCRETE K-RAILS
PROVIDE OR INSTALL NEW BUMPER POLES
CANOPY WORK OR MODIFY OF ANY KIND
PAINTING OF ANY KIND
SANDBLAST & POWER COAT EXISTING STAIRS
SITE LIGHT INSTALL OR MODIFY OF ANY KIND
NEW CARDREADERS OF ANY KIND
NEW T/M TMS 3000 (REUSE)
NEW PLC (UPGRADE ONLY PER SPEC)
IP NETWORKING OR INSTALL
FUEL OF ANY KIND (BY OWNER)

NOTE:

1) TANKS MUST BE PUMPED OUT OR DOWN TO 1” BEFORE REMOVAL, IF NOT COCHISE WILL CHARGE ACCORDINGLY FOR EXTRA PUMP OUT. (OWNER TO PUMP OUT )
   FUEL PUMP OUT $ 2.48 PER GALLON

2) THIS BID IS BASED ON THE REUSING THE EXISTING AVGAS TANK, CATWALK, AVGAS EQUIPMNET, SMALL DRAIN TANK AND PIPINGS, EXISTING ELECTRICAL & WIRE TO THE EXISTING AVGAS TANK, EXISTING SUPPLY AND RETRUN LINES WITH VALVES FOR THIS PROJECT. 

3) THIS BID IS BASED ON NO TEMPORARY FUEL OR FUEL SET UP SYSTEM OF ANY KIND

4) THIS BID IS BASED ON “NO” 100 % DRAWINGS OR PERMITS AT THIS TIME.

5) THIS BID IS BASED ON GC TO PROVIDE COCHISE AN AZ5005 FORM FOR THIS PROJECT OR COCHISE WILL HAVE TO BILL FOR THE TAXES FOR THIS PROJECT

6) THIS BID IS GOOD FOR 45 DAYS

Any delay, extra excavation work or cost resulting from any underground soil condition, zoning (including without limitation utility lines or conduit not located by Blue Stake or The Owner, ledge, rock, caliches, debris, seepage or other condition) shall be the responsibility of Purchaser, who shall bear the cost of removal, relocation, delay or work associated therewith.

If sloping or shoring is required by direction or soil condition as outlined by the State of Arizona Occupational Safety and Health Standards for the construction industry, section 1926.650 thru 1926.653, subpart “P” titled “Excavation, Trenching and Shoring” (pages 131 thru 135) then this cost will be passed on to the contractor or end user of the system by a contract change order prior to work progression.

Cochise Contractors, Inc. is not responsible for project generated waste (hazardous & non-hazardous) or the investigation, removal, remediation and disposal of contamination at
<table>
<thead>
<tr>
<th>No.</th>
<th>Bid Schedule</th>
<th>Qty.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price (Less Tax)</th>
<th>Tax Amount</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Install 20,000-gal split unleaded/diesel fuel tank</td>
<td>1</td>
<td>LS</td>
<td>447,992.00</td>
<td>447,992.00</td>
<td>0.00</td>
<td>447,992.00</td>
</tr>
<tr>
<td>2</td>
<td>Replace 12,650-gal Avgas tank with 20,000-gal tank</td>
<td>1</td>
<td>LS</td>
<td>97,446.00</td>
<td>97,446.00</td>
<td>0.00</td>
<td>97,446.00</td>
</tr>
<tr>
<td>3</td>
<td>Replace Avgas pump/motor skid</td>
<td>1</td>
<td>LS</td>
<td>22,618.00</td>
<td>22,618.00</td>
<td>0.00</td>
<td>22,618.00</td>
</tr>
<tr>
<td>4</td>
<td>Replace oil/water separator</td>
<td>1</td>
<td>LS</td>
<td>7,460.00</td>
<td>7,460.00</td>
<td>0.00</td>
<td>7,460.00</td>
</tr>
<tr>
<td>5</td>
<td>Refresh and update existing Programmable Logic Controller</td>
<td>1</td>
<td>LS</td>
<td>114,169.00</td>
<td>114,169.00</td>
<td>0.00</td>
<td>114,169.00</td>
</tr>
<tr>
<td>6</td>
<td>Paint selected piping and catwalks with Thermac paint or equivalent</td>
<td>1</td>
<td>LS</td>
<td>174,156.00</td>
<td>174,156.00</td>
<td>0.00</td>
<td>174,156.00</td>
</tr>
<tr>
<td>7</td>
<td>Install ~600 LF of intrusion protection in selected areas</td>
<td>1</td>
<td>LS</td>
<td>97,446.00</td>
<td>97,446.00</td>
<td>0.00</td>
<td>97,446.00</td>
</tr>
</tbody>
</table>

**BASE BID TOTALS** 720,183.00 720,183.00

*ROUND ALL NUMBERS TO THE NEAREST DOLLAR. TAX RATE IS 6.360%*
<table>
<thead>
<tr>
<th>Line No.</th>
<th>Bid Item</th>
<th>DESCRIPTION</th>
<th>HOURS</th>
<th>RATE</th>
<th>LABOR</th>
<th>Quant</th>
<th>Unit</th>
<th>Rate</th>
<th>MAF</th>
<th>SUB</th>
<th>EQUIP</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SDB Self Preform</td>
<td>[Construction details]</td>
<td>0.50</td>
<td>$48.56</td>
<td>-</td>
<td>0</td>
<td>SY</td>
<td>500.00</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2020A</td>
<td>Furnish &amp; Install New Permanent x Poles</td>
<td></td>
<td>1.50</td>
<td>$48.56</td>
<td>750</td>
<td>EA</td>
<td>$880.00</td>
<td>$</td>
<td>9,592.00</td>
<td>$</td>
<td>4,009</td>
<td>$</td>
</tr>
<tr>
<td>2020B</td>
<td>Furnish &amp; Install New 25' x 10' K-Rails</td>
<td></td>
<td>2.00</td>
<td>$48.56</td>
<td>950</td>
<td>EA</td>
<td>$1,580.00</td>
<td>$</td>
<td>500.00</td>
<td>$</td>
<td>120</td>
<td>$</td>
</tr>
<tr>
<td>2020C</td>
<td>Furnish &amp; Install New 35' x 14' K-Rails</td>
<td></td>
<td>2.00</td>
<td>$48.56</td>
<td>350</td>
<td>EA</td>
<td>$920.00</td>
<td>$</td>
<td>4,540.00</td>
<td>$</td>
<td>300</td>
<td>$</td>
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<tr>
<td>6</td>
<td>Rails</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SV</td>
<td>SUBTOTAL</td>
<td></td>
<td>7.50</td>
<td>$48.56</td>
<td>1,250</td>
<td>EA</td>
<td>$22,281.67</td>
<td>$</td>
<td>15,162</td>
<td>$</td>
<td>4,909</td>
<td>$</td>
</tr>
</tbody>
</table>
EXHIBIT C

STATUTORY PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with Obligee, dated the ___
day of   , 20 2_ to construct the following projects: Fuel Storage Expansion Project (Owner
Project No. 1207), which contract is hereby referred to and made a part of this bond as fully and to the same
extent as if copied at length herein.

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

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

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

Witness our hands this ________ day of _______________, 202__.

__________________________________________
AGENCY OF RECORD, STATE OF ARIZONA

BY: ______________________________________

__________________________________________
AGENCY ADDRESS

PRINCIPAL

BY: ______________________________________

TITLE:

SURETY

BY: ______________________________________

TITLE:

BOND NUMBER: __________________________ATTACH SURETY POWER OF ATTORNEY
EXHIBIT D

STATUTORY PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the ___ day of ___ ______, 202_ to construct the following projects: Fuel Storage Expansion Project (Owner Project No. 1207), which contract is hereby referred to and made a part of this bond as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this ________ day of _______________, 202__.

________________________________________  _____________________________
AGENCY OF RECORD, STATE OF ARIZONA  PRINCIPAL

BY:  _____________________________

________________________________________
AGENCY ADDRESS  TITLE:

______________________________  _____________________________
SURETY  BY:

______________________________
TITLE:

BOND NUMBER: ____________________________  ATTACH SURETY POWER OF ATTORNEY
EXHIBIT E

NOTICE TO PROCEED

[date]

Contractor Name
Contractor Address

Attn: Contractor’s Project Manager

Re: Fuel Storage Expansion Project
Authority Project No. 1207

Dear ____________________________:

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

Your contact for this project is ____________________________, phone no. ____________________________, and all project communications should be directed to him [or her]. If the preconstruction conference has not already occurred, he will contact you shortly about scheduling it.

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

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

Sincerely,

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

Authorized Representative
EXHIBIT F

CERTIFICATE OF SUBSTANTIAL COMPLETION

(To be completed by Owner/Engineer)

[date]

I hereby certify that ___________________________ has substantially completed

(Name of Contractor)

The work under the following project:

Project: Fuel Storage Expansion Project
Owner Project No. 1207

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

Firm Name: ___________________________

By:

_______________________________
(Name)

_______________________________
(Title)

_______________________________
(Signature) (Date)
EXHIBIT G

CERTIFICATE OF COMPLETION

(To be Completed by Contractor and Owner)

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

Contract Number: C-2020024
Project: Fuel Storage Expansion Project
Owner Project Number: 1207

Firm Name: ____________________________________________

Principal: ____________________________________________
(Name)

____________________________________________________
(Title)

______________________________  ________________
(Signature)                   (Date)

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY has performed a final inspection of Owner’s Project Fuel Storage Expansion Project, Owner Project Number 1207, and find that to the best of our knowledge and belief, the work on this project has been completed in accordance with Contract Number C-2020024.

The date of final completion for this project is ______________________________, 2020

Phoenix-Mesa Gateway Airport Authority

By: ______________________________

Date: ______________________________

______________________________
EXHIBIT H

CONTRACTOR’S AFFIDAVIT REGARDING
SETTLEMENT OF CLAIMS

Project: Fuel Storage Expansion Project
Owner Project Number: 1207

Gentlemen:

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

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

Signed and dated at ________________, this ______day of_________, 202__.

__________________________________
(CONTRACTOR)

_______________________________
By:

STATE OF ARIZONA  )
) ss
COUNTY OF

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

_______________________________
(Notary Public)

_______________________________
(My Commission Expires)
EXHIBIT I
APPLICATION AND CERTIFICATE FOR PAYMENT

Project: Fuel Storage Expansion Project
Owner Project Number: 1207

CONSULTANT: ____________________________________________________________

CONTRACTOR: __________________________________________________________

Application No. ___________ Period From _______ To: ___________

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

Original Contract Price: $______________________________

Approved Change Orders and Dates:

<table>
<thead>
<tr>
<th>Change Order No.</th>
<th>Date</th>
<th>$__________</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Change Orders Approved to Date: $__________________

Adjusted Contract Price $____________________

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

Retainage ________________% $__________________

Total Earned Less Retainage $__________________

Less Previous Certificates for Payment $__________________

Currently Payment Due $__________________

Notice to Proceed Date ___________ Date of Substantial Completion ___________

Time Used ________________% Complete ________________%
PAYMENT APPLICATION CERTIFICATE

Project: Fuel Storage Expansion Project
Owner Project Number: 1207

Contractor’s Certification

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, which all amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the Owner, that the current payment shown is that due. The Contractor has reviewed this application, provided certified calculations, data and quantities to justify the quantities in this estimate.

CONTRACTOR

By: ______________________________________

Date: ______________________________________

Engineer’s Certification

The Engineer has reviewed this application, accompanying data and schedules and having made on-site observation of the work consistent with his assigned responsibilities certifies that to his best knowledge and belief, the quality of the work performed is in accordance with the Contract Documents, that the work has progressed as indicated herein, and that the Contractor is entitled payment to the amount shown above.

ENGINEER

By: ______________________________________

Date: ______________________________________

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY

By: ______________________________________

Date: ______________________________________

EXHIBIT J

CONDITIONAL
FULL RELEASE OF ALL CLAIMS AND WAIVER OF LIEN
UPON FINAL PAYMENT
(GENERAL CONTRACTOR)

WHEREAS, the undersigned, _____________________________ (General Contractor) has furnished labor, materials, and services and/or equipment for the construction of Fuel Storage Expansion Project, Owner Project No. 1207, at the Phoenix-Mesa Gateway Airport, Maricopa County, State of Arizona, on the Property of the Phoenix-Mesa Gateway Airport Authority, Mesa, Arizona.

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

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

DATED this _______ day of __________________________, 202__.

________________________________________
Company Name

By ________________________________________

________________________________________
(Title)
Board Action Item

Re: Resolution 20-26

To: Board of Directors
From: Matt Nebgen, Gateway Aviation Services Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: FY 21 purchase of Jet-A and 100LL Avgas
Date: June 16, 2020

Proposed Motion
To authorize the purchase of Jet A fuel and 100LL Avgas from Ascent Aviation (World Fuel) for Airport Authority resale for Fiscal Year 2021 in the amount not to exceed $4,063,027.

Narrative
The Phoenix-Mesa Gateway Airport Authority (PMGAA) owns and operates Gateway Aviation Services, the Airport’s sole provider of retail aviation fuel.

Jet-A and 100LL Avgas are needed to provide aircraft fuel to tenant, transient, corporate, flight school, airline and military customers. Actual cost of fuel is based upon market price at time of order, therefore, staff is estimating the fuel purchase needed for FY21 will be $4,063,027.

Request for Proposals No. 2019-05 was issued in 2018, and World fuel was selected as the airport’s fuel provider. Board Resolution No. 19-34 approved a multi-year contract between PMGAA and World Fuel.

Fiscal Impact
This purchase was included in the FY21 operating budget and is funded under – CGS Jet-A and 100LL Avgas budgeted line items.

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

WHEREAS the Authority desires to authorize the purchase of Jet A fuel and 100LL Avgas from Ascent Aviation (World Fuel) for Airport Authority resale for Fiscal Year 2021 in the amount not to exceed $4,063,027.

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

The Board of Directors of the Authority hereby authorizes the purchase of Jet A fuel and 100LL Avgas from Ascent Aviation (World Fuel) for Airport Authority resale for Fiscal year 2021 in the amount not to exceed $4,063,027. This resolution also authorizes the Chair or Executive Director/CEO to make such insertions, additions, 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 16th day of June, 2020.

Robert Stone, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board  Jill Casson Owen, Attorney
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: June 16, 2020

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

Active/Pending Solicitations

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Qualifications</td>
<td>2020-017-RFQ</td>
<td>Air Service Development Consulting Services</td>
<td>June 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2020-003-RFP</td>
<td>Terminal Advertising Concessions</td>
<td>June 2020</td>
</tr>
</tbody>
</table>

Future Solicitations

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Scheduled for Release</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2021-005-RFP</td>
<td>Motor Vehicle Towing</td>
<td>June 2020</td>
<td>September 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-001-RFP</td>
<td>Wildlife Hazard Assessment</td>
<td>July 2020</td>
<td>October 2020</td>
</tr>
</tbody>
</table>

Equipment Disposals
Fiscal year totals from sales of decommissioned / nonworking equipment total $56,899.

If you have any questions about the solicitations or the procurement process, please feel free to contact me at 480-988-7613.
NOTICE AND AGENDA OF MEETING OF THE
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Phoenix-Mesa Gateway Airport Authority and to the public that the Phoenix-Mesa Gateway Airport Authority will hold a meeting open to the public on **Tuesday, July 21, 2020 beginning at 9:00 a.m.** in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by telephone. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board’s attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03 (A)(3)&(4).

The agenda for the meeting is as follows:

1. **Call to Order** (Mayor Gail Barney, Chair)
   *Members of the Phoenix-Mesa Gateway Airport Authority will attend either in person or by telephone conference call.*

2. **Pledge of Allegiance**

3. **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.*

4. **Executive Director’s Report** J. Brian O’Neill, A.A.E., Executive Director/CEO

5. **Eastside Commercial Development Update** Shea Joachim, CEcD, Business Development Director

6. **Consent Agenda**
   a) **Minutes** of the Board Meeting held on June 16, 2020.
   b) **Resolution No. 20-27** – Authorizing an Intergovernmental Agreement (IGA) with the City of Mesa for Aircraft Rescue and Firefighting (ARFF) Maintenance, effective July 1, 2020 through June 30, 2023, with costs determined based on necessity.
   c) **Resolution No. 20-28** – Authorizing a Terminal Advertising Concession Agreement with Lamar Airport Advertising Company (Lamar). The agreement term is five years with two, two-year renewal options, commencing on August 1, 2020 with a Year 1 Minimum Annual Guarantee (MAG) of $150,000 and percentage rent of 50% of gross advertising revenue, subject to adjustment for extraordinary circumstances.
   d) **Resolution No. 20-29** – Authorizing the purchase of janitorial supplies from Network Services Company in partnership with Waxie Sanitary Supply for Fiscal Year 2021, in an amount not to exceed $100,000.
   e) **Resolution No. 20-30** – Authorizing a land lease with Cimarron Airpark, LLC XVII for lot 50A, consisting of approximately 1.93 acres. The lease term is five (5) years, commencing on August 1, 2020, payable at a monthly rate of $3,849.05.

**Consideration and Possible Approval of:**

Operated by the Phoenix-Mesa Gateway Airport Authority, a cooperative effort by Mesa, Gilbert, Queen Creek, Gila River Indian Community, Phoenix, and Apache Junction.
7. **Resolution No. 20-31** – Authorizing contracts with **multiple firms** to provide for the construction of the new Air Traffic Control Tower Construction Project under CIP 927 in a total amount not to exceed (NTE) $28,083,338 as follows:

- ATCT CMAR Construction Contract with **DPR Construction** with a NTE amount of $27,085,472
- ATCT Post Design Construction Administration Service Contract with **Leo A Daly** with a NTE amount of $344,663
- ATCT Quality Assurance Materials Testing Contract with **ACS Services, LLC** with a NTE amount of $74,933
- ATCT Building Commissioning Services with **TMCx Solutions, LLC** with a NTE amount of $140,500
- ATCT Support Construction Inspection Services with **Consultant Engineering, Inc.** with a NTE amount of $437,770

8. **Board Member Comments/Announcements**

9. **Next Meeting:** Tuesday, September 15, 2020 at 9:00 a.m.

10. **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 mjrjohnson@gatewayairport.com. Requests should be made as early as possible to allow time to arrange the accommodation.*
Executive Director’s Report

July 2020
Financial Snapshot

<table>
<thead>
<tr>
<th>OPERATING INCOME</th>
<th>May FY19</th>
<th>May FY20</th>
<th>Month Variance</th>
<th>FYTD Comparison FY19</th>
<th>FYTD Comparison FY20</th>
<th>FYTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>$2,059,582</td>
<td>$1,316,194</td>
<td>($743,338)</td>
<td>$22,014,194</td>
<td>$20,825,452</td>
<td>($1,188,742)</td>
</tr>
<tr>
<td>Less Expenses</td>
<td>$1,769,992</td>
<td>$1,588,863</td>
<td>($181,129)</td>
<td>$18,225,270</td>
<td>$18,981,821</td>
<td>$756,551</td>
</tr>
<tr>
<td>Operating Income (before depreciation)</td>
<td>$289,590</td>
<td>($272,669)</td>
<td>($562,259)</td>
<td>$3,788,924</td>
<td>$1,843,631</td>
<td>($1,945,293)</td>
</tr>
</tbody>
</table>

Investment Fund Balances: As of May: Local Governmental Investment Pool (LGIP) 700 = $19,032,400; Wells Fargo; Collateralized Money Market = $569,635 and Collateralized CD’s = $16,934,844; Total $36,536,879. The month-over-month increase is attributable to investment earnings of $71,420.

Finance and Accounting

The dramatic effects of the COVID-19 virus that began during the month of March 2020 continue to significantly impact Phoenix-Mesa Gateway Airport’s (Airport, Gateway Airport) operating performance. Commercial passenger activity has been negatively impacted and has resulted in large decreases in operating revenues. Phoenix-Mesa Gateway Airport Authority (PMGAA) staff continues to monitor and measure the ongoing operational impacts and has implemented numerous cost-saving measures to greatly reduce anticipated operational expenditures.

Through the end of May, PMGAA has submitted and received $2,105,822 from CARES Act operating grant reimbursements, which are not reflected in the operating results.

Grants, PFCs & Procurements

Active/Pending Solicitations

<table>
<thead>
<tr>
<th>TYPE OF SOLICITATION</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2020-003-RFP</td>
<td>Terminal Advertising</td>
<td>July 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-005-RFP</td>
<td>Airport Towing Services</td>
<td>September 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-001-RFP</td>
<td>Wildlife Hazard Assessment</td>
<td>October 2020</td>
</tr>
</tbody>
</table>

Future Solicitations

<table>
<thead>
<tr>
<th>TYPE OF SOLICITATION</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2021-006-RFP</td>
<td>Fire Testing, Inspecting, and Monitoring</td>
<td>November 2020</td>
</tr>
</tbody>
</table>
Airport Operations

Thank You U.S. Forest Service!

Gateway Airport is home to many global aviation industry leaders; Cessna, Embraer, Textron, and APS are just a few of the companies located at the Airport. One of our other important tenants, the U.S. Forest Service (USFS), stages personnel and firefighting aircraft at Gateway Airport during the dangerous Southwestern U.S. fire season.

As mountain vegetation continues to dry out after a wet winter, USFS crews remain very busy battling several large wildfires across Arizona. Just look to the sky and you can see their impressive specialty aircraft in action.

PMGAA would like to thank and honor the brave women and men of the U.S. Forest Service for working tirelessly to protect us all from wildfire catastrophe. We are proud to have you call Gateway Airport home!

Operations Statistics

<table>
<thead>
<tr>
<th>PASSENGER COUNTS</th>
<th>May</th>
<th>% Change</th>
<th>FYTD</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Passengers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>132,614</td>
<td>51,635</td>
<td>-61%</td>
<td>1,554,411</td>
</tr>
<tr>
<td>Deplaned</td>
<td>63,947</td>
<td>24,102</td>
<td>-62%</td>
<td>780,457</td>
</tr>
<tr>
<td>Enplaned</td>
<td>68,667</td>
<td>27,533</td>
<td>-60%</td>
<td>773,954</td>
</tr>
<tr>
<td>Allegiant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled</td>
<td>131,254</td>
<td>51,635</td>
<td>-61%</td>
<td>1,513,816</td>
</tr>
<tr>
<td>Charter</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>151</td>
</tr>
<tr>
<td>WestJet</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>11,753</td>
</tr>
<tr>
<td>Swoop</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled</td>
<td>1,253</td>
<td>0</td>
<td>-100%</td>
<td>13,516</td>
</tr>
<tr>
<td>Elite</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charter</td>
<td>107</td>
<td>0</td>
<td>-100%</td>
<td>1,061</td>
</tr>
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<table>
<thead>
<tr>
<th>OPERATIONS</th>
<th>May</th>
<th>% Change</th>
<th>FYTD</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Air Carrier</td>
<td>1,015</td>
<td>614</td>
<td>-40%</td>
<td>12,020</td>
</tr>
<tr>
<td>Military</td>
<td>289</td>
<td>187</td>
<td>-35%</td>
<td>3,708</td>
</tr>
<tr>
<td>General Aviation</td>
<td>24,604</td>
<td>18,640</td>
<td>-24%</td>
<td>229,835</td>
</tr>
<tr>
<td>TOTAL</td>
<td>25,908</td>
<td>19,441</td>
<td>-25%</td>
<td>245,563</td>
</tr>
</tbody>
</table>
Engineering & Facilities

Thanks to the strong support from the Federal Aviation Administration (FAA), construction of Gateway Airport’s new Air Traffic Control Tower (ATCT, Tower) will begin in September 2020. This important infrastructure improvement project will allow Gateway Airport’s air traffic controllers to more efficiently, and more safely, handle the approximately 300,000 (and growing) aircraft operations occurring at the Airport each year.

The Airport’s current ATCT was built in 1970 and is too short, and its cab too small, to efficiently handle current and expected aircraft operations. The new Tower will be 60-feet taller and its cab will be twice the size of the existing Tower controlling activity at Gateway Airport.

During the past several years, Gateway Airport has played a much larger role in the greater Phoenix regional air transportation system. The FAA’s investment in a new Tower at the Airport will ensure that the region maintains the necessary airfield capacity to efficiently and safely handle continued growth into the future.

Community Noise Report

PMGAA received aircraft noise calls from a total of seven area residents during May 2020, compared to 12 callers that contacted the Airport last May. FYTD, PMGAA has received calls from 144 callers, compared to 123 callers during the same time period last fiscal year.

<table>
<thead>
<tr>
<th>CALLERS</th>
<th>May</th>
<th>FYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Total</td>
<td>12</td>
<td>7</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>AIRCRAFT TYPE</th>
<th>May</th>
<th>FYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td></td>
<td>Callers</td>
<td>Callers</td>
</tr>
<tr>
<td>Commercial</td>
<td>9</td>
<td>2</td>
</tr>
<tr>
<td>GA Total</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>Helicopter</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Military</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>12</td>
<td>7</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>May</th>
<th>FYTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY19</td>
<td>FY20</td>
</tr>
<tr>
<td>Mesa</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>Gilbert</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Gold Canyon</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Queen Creek</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Queen Valley</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>San Tan Valley</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Apache Junction</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>12</td>
<td>7</td>
</tr>
</tbody>
</table>
Gateway Aviation Services

During the month of May 2020, the Gateway Aviation Services team pumped more than 1.1 million gallons of aviation fuel. Despite the national slow-down caused by the COVID-19 virus outbreak, commercial, pilot training, military, and corporate activity remained strong at Gateway Airport.

<table>
<thead>
<tr>
<th>FUEL (Gallons)</th>
<th>May FY19</th>
<th>FY20</th>
<th>% Change</th>
<th>FYTD FY19</th>
<th>FY20</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail (Jet A)</td>
<td>60,212</td>
<td>36,842</td>
<td>-39%</td>
<td>590,868</td>
<td>440,904</td>
<td>-25%</td>
</tr>
<tr>
<td>AvGas</td>
<td>59,667</td>
<td>48,398</td>
<td>-19%</td>
<td>594,752</td>
<td>632,439</td>
<td>6%</td>
</tr>
<tr>
<td>Contract</td>
<td>381,442</td>
<td>266,117</td>
<td>-30%</td>
<td>3,548,340</td>
<td>3,402,194</td>
<td>-4%</td>
</tr>
<tr>
<td>Commercial</td>
<td>999,308</td>
<td>777,807</td>
<td>-22%</td>
<td>11,433,886</td>
<td>11,580,188</td>
<td>1%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,500,628</td>
<td>1,129,164</td>
<td>-25%</td>
<td>16,167,846</td>
<td>16,055,726</td>
<td>-1%</td>
</tr>
</tbody>
</table>

Business Development

Gateway Airport is a 3,000-acre economic development project that includes a thriving regional airport. Private development at the Airport has increased significantly during the last decade, as more and more businesses look to relocate adjacent to two major highway systems in the Southeast Valley and the Airport’s three 10,000-foot runways.

PMGAA is now planning for the development of the remaining 700 acres within the Airport District. PMGAA staff are working with a consultant to identify the highest and best land uses and infrastructure needs to access the area located on the eastside of the airfield at the apex of the Route 202 SanTan Freeway and the expanding State Route 24. The long-range planning document will include both aeronautical and non-aeronautical development opportunities for aviation-related companies, flex industrial, office space, and retail commercial users.

The Eastside Development Plan will be presented to the PMGAA Board of Directors at the July meeting for their consideration and support.
Marketing and Community Relations

Beginning on July 2, 2020, air travelers flying on Allegiant will be required to wear masks throughout all phases of travel, including at the ticket counter, during boarding, on the aircraft, and during the entire flight. Airline officials have stated that passengers can use their own face mask, or the mask provided in Allegiant’s health and safety kit. Children 2-years-old or younger and passengers with disabilities or documented medical conditions are exempt from the new policy. People who do not comply with this requirement will not be allowed to fly.

As part of Gateway Airport’s ongoing *Stay Healthy, Fly Safe* initiative, the Airport has set up several locations within the commercial passenger terminal where employees, air travelers, and other Airport customers can obtain a free cloth face covering during the COVID-19 virus outbreak.
MINUTES OF PUBLIC MEETING OF THE
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS | June 16, 2020

A public meeting of the Phoenix-Mesa Gateway Airport Authority (PMGAA) was convened on Tuesday, June 16, 2020, 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 Robert Stone, Gila River Indian Community (via videoconference)
Vice Mayor Julia Wheatley, Queen Creek (via videoconference)
Councilwoman Thelda Williams, Phoenix (via videoconference)
Mayor John Giles, Mesa (via videoconference)
Mayor Jenn Daniels, Gilbert (via videoconference)
Mayor Jeff Serdy, Apache Junction

Airport Staff Present
J. Brian O’Neill, Executive Director/CEO
Scott Brownlee, Deputy Director/COO
Chuck Odom, CFO
Misty Johnson, Clerk of the Board
Anthony Bianchi, Airport Planning Manager
Jill Casson Owen, Attorney (via videoconference)

* Neither present nor represented

1. **Call to Order** at 9:05 a.m. (Lt. Governor Robert Stone)

2. **Pledge of Allegiance**

3. **Call to the Public**
There were no public comments.

4. **Executive Director’s Report** J. Brian O’Neill, A.A.E., Executive Director/CEO
Executive Director O’Neill provided a briefing on PMGAA financial performance, passenger activity, the community noise report, and various Airport projects. Fiscal Year-to-Date (FYTD) Net Operating Income is $2,116,301.

- In April, PMGAA received a $20.5M Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant to help fund the operation and maintenance of Phoenix-Mesa Gateway Airport. An additional CARES Grant specifically offered for Fixed Base Operator (FBO) reimbursement has been applied for and received.
- Gateway Airport has implemented numerous changes and facility modifications to help stop the spread of COVID-19 by reducing seat capacity and passenger queuing lanes, installing plexiglass barriers, floor and seat decals, increased cleaning and sanitizing of high-touch areas and additional signage to remind and reinforce the importance of physical distancing during the outbreak.
- Although commercial passenger activity is still rebuilding, corporate, pilot training, and military flight activity has returned to Phoenix-Mesa Gateway Airport. The U.S. Forest Service has been very active due to several wildfires burning in Arizona.
Private development projects are dramatically changing the landscape of southeast Mesa. Currently five separate construction projects are underway; 187,000 SF Gateway Executive Air Park Hangar; 65,000 SF APS Corporate Headquarters/Hangar Complex; 50,000 SF Wetta Ventures Hangar; 53,000 SF SkyBridge Arizona Flex Industrial Building; and 82,500 FS SkyBridge Arizona Hangar.

In April, the first of two Federal Aviation Administration (FAA) grants totaling $25 million was received for the construction of the new Air Traffic Control Tower. The first-year grant from the FAA is covered at 100%. Construction on the tower is scheduled to begin in September 2020.

Work continues on the Ellsworth Channel Relocation and Hawes Road Bridge Project. This important infrastructure project will allow PMGAA to fully develop the 700 acres on the east side of the airfield. This project is being funded with $11M in passenger facility charges (PFC).

Completion of Phase 3 of the Taxiway Kilo Runway Incursion Mitigation (RIM) project is scheduled for the end of August. This project is correcting non-compliant geometry issues with Taxiway Kilo’s connection to Runway 30L/12R, bringing it up to current FAA standards.

Construction is complete on the new Saguaro Mercantile retail/news & gift concession in the passenger terminal. The impressive, locally-themed store is located between Gates 7 & 8 and is now open for business. The newly completed O.H.S.O Brewery opened briefly in March before Governor Ducey’s ‘stay at home’ order went into effect. Both projects are part of a larger, comprehensive terminal concession improvement program that is bringing additional eating, drinking, and shopping options to Gateway Airport. Mayor Serdy asked what the O.H.S.O. initials stand for. It is Outrageous Homebrewer’s Social Outpost.

5. **Airport Master Plan Report** – Anthony Bianchi, A.A.E., GISP, Airport Planner

- PMGAA Airport Planning Manager Anthony Bianchi provided a final update to the Board on the Airport Layout Plan and the Master Plan. This concludes the process with the Final Plan document & Executive Summary complete. The Airport Layout Plan (ALP) set has been reviewed and approved by the FAA.

- Mayor Giles endorsed the timeline for the Master Plan development. He noted the Ellsworth Road corridor is experiencing amazing amounts of growth and pointed out the great economic opportunity to develop commercial and retail space along Ellsworth Road. CEO O’Neill agreed and informed the Board that a long-range land use and development plan for the east side will be presented to the Board in September.

6. **Consent Agenda**

   a) **Minutes** of the Board Meeting held on April 21, 2020.

   b) **Resolution No. 20-19** Approving the **Airport Layout Plan** and adopting the Airport Master Plan Update Executive Summary, report document, and recommendations.
c) Resolution No. 20-20 Authorizing a contract with Mead and Hunt, Inc. for Air Service Development Consulting Services in an amount not to exceed $50,000 for the three-year base term, with two, one-year options for renewal.

d) Resolution No. 20-21 Authorizing the Denver Series of Lockton Companies, LLC (Lockton) under the terms of its existing Insurance Broker / Risk Management Consulting Agreement with the Phoenix-Mesa Gateway Airport Authority to purchase specific lines of insurance on behalf of the Authority for the period July 1, 2020 through June 30, 2021 at an aggregate premium cost not-to-exceed the budgeted amount of $473,481.

e) Resolution No. 20-22 Authorizing the purchase of Unleaded and Diesel fuel from the lowest priced State contract vendor at market prices for Airport Authority use and resale in an amount not to exceed $413,357 to provide fuel for the 2021 fiscal year.

f) Resolution No. 20-23 Authorizing the purchase of international waste management services from Stericycle, Inc. (Stericycle) in an amount not to exceed $70,000 for fiscal year 2021.

g) Resolution No. 20-24 Authorizing an agreement for financial participation between the City of Mesa and Phoenix-Mesa Gateway Airport Authority to share state and federal lobbyist and consulting services effective July 1, 2020 in the amount of $106,406.40.

Mayor Jeff Serdy moved to approve the Consent Agenda
Councilwoman Thelda Williams seconded the motion.
The motion was carried unanimously.

Consideration and Possible Approval of:

7. Resolution No. 20-25 Authorizing a contract with SDB, Inc. for construction services needed for the Fuel Storage Expansion Project, in an amount not to exceed $1,058,814.12 under CIP 1207.

Councilwoman Thelda Williams moved to approve Resolution No. 20-25
Mayor Jenn Daniels seconded the motion.
The motion was carried unanimously.

8. Resolution No. 20-26 Authorizing the purchase of Jet A fuel and 100LL Avgas from Ascent Aviation (World Fuel) of Airport Authority resale for Fiscal Year 2021 in the amount not to exceed $4,063,027.

Councilwoman Thelda Williams moved to approve Resolution No. 20-26
Mayor Jeff Serdy seconded the motion.
The motion was carried unanimously.

9. Election of Chair and Vice Chair

Mayor Jenn Daniels motioned to nominate Mayor Gail Barney to become Chair and Councilwoman Thelda Williams, to become Vice Chair.
Mayor John Giles seconded the motion.
The motion was carried unanimously.
10. Election of Secretary and Treasurer

   Mayor Jeff Serdy motioned to nominate Mayor John Giles to become
   Secretary and Mayor Jenn Daniels, to become Treasurer.
   Vice Mayor Julia Wheatley seconded the motion.
   The motion was carried unanimously.

11. Board Member Comments/Announcements.

   • Councilwoman Williams thanked Lt. Governor Stone for his leadership this past year. CEO
     O’Neill echoed Councilwoman Williams’ sentiments and is looking forward to working with the
     new slate of officers. Lt. Governor Stone expressed his appreciation for the helpful knowledge
     and expertise of the Board and Authority staff, stating he was looking forward to continuing his
     participation as a member of the Board.

   • Mayor Serdy suggested residents in nearby areas are now seeing and appreciating the impact of
     the Airport with the fire season under way. A comment referencing the brave and dedicated
     team at the U.S. Forest Service – Mesa Base.

12. Next Meeting: Tuesday, July 21, 2020 at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway
    Administration Building, 5835 S Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway
    Airport Authority may attend either in person or by telephone.


    The meeting adjourned at 9:50 a.m.

Dated this _____ day of __________ 2020.

________________________________________
Misty Johnson, Clerk of the Board
Board Action Item

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: ARFF Maintenance IGA
Date: July 21, 2020

Proposed Motion
To authorize an Intergovernmental Agreement (IGA) with the City of Mesa for Aircraft Rescue and Firefighting (ARFF) Maintenance, effective July 1, 2020 through June 30, 2023, with costs determined based on necessity.

Narrative
The Phoenix-Mesa Gateway Airport Authority (PMGAA or Airport) contracts with the City of Mesa (Mesa or Mesa Fire) to provide maintenance aircraft rescue and fire-fighting services (ARFF). In addition, PMGAA utilizes Mesa Fire’s fleet services group to maintain its ARFF Apparatus and equipment. The existing agreement for maintenance services expired on June 30, 2020.

Both entities have determined that it is mutually beneficial for the Mesa Fire Department to provide ARFF Apparatus and equipment maintenance services for the Phoenix-Mesa Gateway Airport Authority.

Arizona Revised Statues (A.R.S), §§ 11-951 et seq., authorizes the City of Mesa and Phoenix-Mesa Gateway Airport Authority (PMGAA) to enter intergovernmental agreements for the provision of services, or for joint or cooperative actions. The IGA may be modified by a written amendment approved by the City Council and PMGAA Board of Directors pursuant to A.R.S. § 11-952.

Fiscal Impact
This agreement was included in the FY21 operating budget and is funded under Repair and Maintenance: Equipment.

Attachment(s)
IGA
RESOLUTION NO. 20-27

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

WHEREAS the Authority desires to authorize an Intergovernmental Agreement (IGA) with the City of Mesa for Aircraft Rescue and Firefighting (ARFF) Maintenance, effective July 1, 2020 through June 30, 2023, with costs determined based on necessity;

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 Intergovernmental Agreement (IGA) with the City of Mesa for Aircraft Rescue and Firefighting (ARFF) Maintenance, effective July 1, 2020 through June 30, 2023, with costs determined based on necessity. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 21st day of July, 2020.

Gail Barney, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board Jill Casson Owen, Attorney
THE CITY OF MESA AND THE PHOENIX-MESA GATEWAY AIRPORT AUTHORITY INTERGOVERNMENTAL AGREEMENT RELATING TO FIRE VEHICLES AND EQUIPMENT MAINTENANCE SERVICES

This Intergovernmental Agreement ("Agreement") is entered into this day of ____________, 2020 between the City of Mesa ("City"), an Arizona municipal corporation and Phoenix-Mesa Gateway Airport Authority ("PMGAA"), an Arizona joint powers airport authority (individually, each is a "Party" and collectively, the "Parties").

RECITALS:

Arizona Revised Statutes (A.R.S.), §§ 11-951 et seq., authorizes City and PMGAA to enter into intergovernmental agreements for the provision of services, or for joint or cooperative actions.

The Parties have determined that it would be mutually beneficial for the City to provide maintenance services for aircraft rescue firefighting vehicles and equipment for owned by and stationed at Phoenix-Mesa Gateway Airport.

In consideration of the mutual promises, covenants and agreements contained in this Agreement, the Parties agree as follows:

SECTION 1 • EFFECTIVE DATE, TERM, TERMINATION

1.1 Term. The Term of this Agreement shall be for three (3) years. This Agreement shall commence on July 1, 2020 (the "Effective Date") and shall continue until June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement. Term.

1.2 Termination on Notice. Either City or PMGAA may terminate this Agreement for any or no reason by providing at least ninety (90) days prior written notice to the non-terminating Party of the intention to terminate. Such termination shall be effective (90) days after the date the termination notice is mailed by return receipt.

1.3 Termination for Cause. In the event of a material breach of any of the provisions of this Agreement, the non-breaching Party may terminate this Agreement by delivering written notice to the Party in breach specifically stating the nature of the breach. Upon being served with such notice, the Party in breach shall have sixty (60) days from the date of the notice in which to cure said breach. If said breach has not been cured within this sixty (60) day time period, this Agreement shall be deemed terminated.

SECTION 2 • SCOPE OF WORK AND COMPENSATION

2.1 City responsibilities and obligations:

a. For the term of this Agreement, City shall provide or cause to be provided full maintenance and repair services for PMGAA’s fire-fighting vehicles and equipment as needed on a 24-hour basis, seven (7) days per week, consistent with manufacturer maintenance schedules and the applicable National Fire Protection Association fire apparatus guidelines. Such services shall include foam and extinguishing agent replenishment.
b. Fire-fighting vehicles and equipment to be maintained pursuant to this agreement shall include, but not be limited to: (1) a 2009 Oshkosh ARFF Foam Truck and (2) a 2018 Oshkosh ARFF Foam Truck. Fire-fighting vehicles and equipment shall include any replacement or additional vehicles and equipment agreed upon by the Parties.

c. Mesa Fire Department personnel at Station 215, located at 6353 S. Downwind Circle in Mesa, will perform standard daily fire-fighting vehicle and equipment checks on PMGAA’s fire-fighting vehicles and equipment and will report any needed repairs on a City repair order form to the Mesa Fire Department Fire Maintenance Facility (“East Mesa Service Center”) located at 6935 E. Decatur in Mesa, with a copy of said order form being provided to PMGAA’s Operations and Maintenance Director. Such reports will include any needed repairs or replenishment of foam and extinguishing agents.

d. At the sole discretion of City personnel, selected routine, preventative and/or emergency maintenance services or major repairs on the fire-fighting vehicles and equipment may be performed or caused to be performed at Station 215 or at the East Mesa Service Center or at other locations as necessary. City shall have the sole discretion on the location of maintenance and repairs and on the need to obtain maintenance assistance from an outside source.

e. City shall keep accurate records of the maintenance and repairs performed on PMGAA’s fire-fighting vehicles and equipment on a computerized fleet management database, and shall provide summaries of the repairs and maintenance, including costs, to PMGAA on a monthly basis.

f. City shall notify PMGAA Operations & Maintenance Director or its designee in writing prior to any major repair requirements, which are repairs or maintenance estimated to cost in excess of $4,000.

g. PMGAA’s fire-fighting vehicles and equipment shall only be operated by City personnel or City agents, for any and all preventative maintenance or repair purposes. If agents of City will be operating any vehicles or equipment, City must notify PMGAA of who will be operating and provide evidence of the insurance coverage protecting such persons and the vehicles and equipment being operated by them.

h. City shall immediately notify PMGAA Operations & Maintenance Director or its designee when aircraft rescue fire-fighting vehicles and equipment are taken out of service for preventive maintenance or repair and upon the unit’s return to Station 215.

i. City will loan ARFF apparatus to PMGAA upon request at the compensation rate set forth in section 2.2(iv) if City has such apparatus available. ARFF Apparatus shall satisfy, at a minimum the most recent version of FAA requirements for Index B in Title 49CFR 139.317 b. 1. City will loan ARFF apparatus to PMGAA upon request at the compensation rate set forth in section 2.2(iv) if City has such apparatus available. ARFF Apparatus shall satisfy, at a minimum the most recent version of FAA requirements for Index B in Title 49CFR 139.317 b. 1.

j. City shall submit an invoice to PMGAA on a monthly basis reflecting the compensation owed by PMGAA pursuant to this Agreement, which amount shall
be calculated pursuant to the provisions set out in Section 2.2. City, in its sole discretion, subject to the terms of this Agreement, shall determine whether repairs are categorized as major repairs, preventative maintenance or emergency repairs.

k. City shall provide annually, updated labor rates in writing to PMGAA, on or before July 1 each year that will indicate the labor rates for the following year.

2.2 PMGAA responsibilities and obligations:

a. Compensation to be paid by PMGAA to City shall be calculated and paid as follows:

(i) PMGAA agrees to pay the then-applicable hourly labor rate for maintenance and repair services performed between the hours of 6 a.m. and 2:30 p.m., Monday through Friday (“Weekday Services”). For fiscal year 2020-2021, the labor rate is $87.72 per hour for Weekday Services; and

(ii) PMGAA agrees to pay the then-applicable hourly labor rate for maintenance and repair services performed on weekends, holidays, and for services performed outside of the weekday hours stated in Section 2.2a(i) (collectively, “Non-Weekday Services”). For fiscal year 2020-2021, the hourly labor rate is $101.84 for Non-Weekday Services; and

(iii) In addition to the hourly labor rate stated in Sections 2.2a(i) and 2.2a(ii), PMGAA agrees to pay for all reasonable and documented parts and materials utilized in the repair of PMGAA fire-fighting vehicles and equipment and the replenishment of foam or firefighting agents in sufficient quantities to meet FAA Regulations. The cost for such parts and materials shall be City’s cost, plus a ten percent (10%) handling fee; and

(iv) PMGAA shall pay City one thousand five hundred dollars ($1,500) per day for the rental of apparatus as specified in section 2.1(i). The rented apparatus shall be returned to City cleaned and fully fueled.

(v) PMGAA agrees to pay for reasonable and documented costs incurred in the event that City obtains maintenance assistance from an outside source as provided in Section 2.1d. The cost for such outside maintenance assistance shall be City’s cost, plus a ten percent (10%) handling fee; and

(vi) PMGAA agrees to reimburse City for any reasonable and documented costs incurred by City in the delivery or return of PMGAA’s firefighting vehicles and equipment, except for those costs that may be incurred due to the fault of City or its personnel or agents.

b. Within forty-five (45) days of receiving an invoice(s), PMGAA shall pay City any compensation owed as determined pursuant to Section 2.2.

SECTION 3 - INSURANCE AND LIMITATION OF LIABILITY
3.1 Insurance Requirements:

a. City, at its cost, shall maintain adequate liability insurance to cover City's and its agents' operation, maintenance and repair services and related activities of PMGAA's fire-fighting vehicles and equipment described herein. City also agrees to indemnify and hold harmless PMGAA from any and all liability, which is attributed to City as a result of City's and its agents' operation, maintenance and repair of the vehicles and equipment described in this Agreement.

b. PMGAA shall provide physical damage coverage for the vehicles and equipment described in this Agreement.

c. Special Items. Each insurance policy shall provide the following: (i) the policies cannot be cancelled, or substantially modified until and unless thirty (30) days written notice is received by the other Party; (ii) the insurance company shall have no recourse against the other Party for payment of any premium or for assessments under any form of policy; and (iii) the policies are intended as primary coverage for each Party and that any insurance or self-insurance maintained shall apply in excess of and not in contribution with the insurance provided by these policies.

d. Certificates on File.

i. Certificates of the required insurance coverage shall be furnished to City by PMGAA upon execution of this Agreement and shall be kept current at all times.

ii. Certificates of the required insurance coverage shall be furnished to PMGAA by City upon execution of this Agreement and shall be kept current at all times.

e. The City of Mesa and Phoenix-Mesa Gateway Airport Authority hereby hold each other harmless and waive any right to subrogate against each other regarding any property damage.

3.2 Mutual Release. Notwithstanding anything to the contrary contained in this Agreement, City and its agents and affiliates shall not, under any circumstances, be liable to PMGAA or its affiliates for any claim based upon any third-party claim, or for any compensatory, consequential, incidental, direct, indirect, punitive, exemplary or special damages of any nature. Notwithstanding anything to the contrary contained in this Agreement, PMGAA and its agents and affiliates shall not, under any circumstances, be liable to City or its affiliates for any claim based upon any third-party claim, or for any compensatory, consequential, incidental, direct, indirect, punitive, exemplary or special damages of any nature.

SECTION 4 - MISCELLANEOUS

4.1 Funding. Each Party to this Agreement shall have the separate and independent responsibility of budgeting for and funding its own participation in this Agreement. The
obligations of each Party hereto are subject to each Party budgeting for and appropriating funds necessary to meet their obligations hereunder. Should either fail to budget or appropriate the necessary funds, which Party shall notify the other, or this Agreement shall terminate as of the last date that funds will be available.

4.2 A.R.S. § 38-511. This Agreement may be cancelled by either Party in accordance with A.R.S. §38-511.

4.3 Filing. An executed copy of this Agreement shall be filed with the Maricopa County Recorder.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between PMGAA and City with respect to the subject matter hereof and supersedes the Intergovernmental Agreement entered into by the Parties on July 1, 2017. This Agreement further supersedes all other oral and written representations, understandings or agreements relating to the subject matter hereof.

4.5 Amendments. This Agreement may be modified only by a written and executed amendment approved by the respective city council and airport authority pursuant to A.R.S. §11-952.

4.6 Assignment. Neither Party shall assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other Party. Any such assignment or other transfer, either voluntary or by operation of law, shall be void.

4.7 Waiver. The Parties agree that no waiver of any default or breach of any of the terms or conditions of this Agreement shall be construed to be a waiver of any succeeding breach or default.

4.8 Governing Law. This Agreement shall be governed by and construed under the laws of the state of Arizona.

4.9 Severability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

4.10 No Partnership. Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between the Parties. Except as specifically provided hereunder, each Party shall at all times be an independent operator and shall not at any time purport to act as an agent of any other Party, or any of its officers or agents.

4.11 Force Majeure. Either Party shall be excused for delay or failure to perform its obligations under this Agreement, in whole or in part, when and to the extent that such delay or failure is a result of causes beyond the control and without the fault or negligence of the Party unable to perform. Such causes include, without limitation, acts of god, acts of the public enemy, terrorism, acts of the United States government, fires, floods, epidemics, quarantine restrictions or embargoes.

4.12 Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be delivered in person or sent by regular mail as follows:
CITY: City Manager's
Office City of Mesa
20 East Main Street, Suite 750
P.O. Box 1466
Mesa, Arizona 85211-1466

AIRPORT: Phoenix-Mesa Gateway Airport
Authority Airport Operations & Maintenance Director
5835 S. Sossaman Rd
Mesa, Arizona 85212

All notices shall be deemed to be received upon actual receipt or five (5) working days after the notice has been deposited with a U.S. post office for delivery at the address set forth above, whichever occurs first.

4.13 E-Verify Requirements. To the extent applicable under A.R.S. §41-4401, City and its agent warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. §23-214(A). City or its agent's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by PMGAA.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first written above.

CITY OF MESA,
A Municipal corporation

Chris Brady, City Manager

Phoenix-Mesa Gateway Airport
Authority, an Arizona joint powers
airport authority

J. Brian O'Neill, Executive Director

ATTEST:

City Clerk

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned attorneys who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the respective public entities they represent.
Board Action Item

To: Board of Directors
From: Ryan Smith, Communications & Government Relations
Through: Scott Brownlee, Deputy Director/COO  
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Terminal Advertising Concession Agreement – Lamar Airport Advertising Company
Date: July 21, 2020

Proposed Motion
To authorize a Terminal Advertising Concession Agreement with Lamar Airport Advertising Company (Lamar). The agreement term is five years with two, two-year renewal options, commencing on August 1, 2020 with a Year 1 Minimum Annual Guarantee (MAG) of $150,000 and percentage rent of 50% of gross advertising revenue, subject to adjustment for extraordinary circumstances.

Narrative
PMDAA staff has managed the terminal advertising program in-house since 2009. At that time, an RFP was issued for a terminal advertising concessionaire but was unsuccessful due to the lack of history of a successful, proven program. Staff has worked diligently over the past decade to build up the program and prove it to be a steady source of revenue. The program is currently at capacity with internal staff and resources and ready to advance to an external concessionaire.

Request for Proposal, solicitation number 2020-003-RFP, was issued on January 15, 2020 for terminal advertising concessions. The notice of RFP was advertised in the Arizona Business Gazette on 1/16, 1/12, 1/30, and 2/6 as well as advertised on the following websites: Arizona Airports Association, Southwest American Association of Airport Executives, Airports Council International - North America, Airports Consultants Council, and FAA Matchmaker. In addition, five prospective respondents received a copy of the solicitation directly. The Airport received two submittals:

1. Lamar Airport Advertising Company  
2. The Quotient Group

The Evaluation Panel reviewed all proposals and determined the submittal from Lamar best satisfied the requirements for the Airport and was unanimously ranked number one by the Panel.

Lamar has been in the airport terminal advertising business for 20 years and currently manages concession programs at 24 airports within the U.S. including Phoenix Sky Harbor International Airport. Lamar’s proposed plan for Gateway Airport includes replacing existing hardware and expanding locations. Lamar’s transition plan will provide a seamless shift for existing advertisers and coordinated removal of existing hardware and install of new.
Due to the impact of the COVID-19 pandemic, Amendment 1 is attached and will be effective August 1. Amendment 1 provides MAG relief in the instance passenger enplanements reduce equal to or below 75% for the same month year-over-year or as compared to 2019, whichever has a greater decline, for two consecutive months. The monthly installment of MAG will reduce equal to the percentage reduction in enplanements for the applicable months.

**Fiscal Impact**
The Year 1 MAG is $150,000, assuming no MAG relief is enacted in accordance with Amendment 1. Subsequent agreement years to be the greater of the MAG payable the preceding agreement year or 85% of the percentage rent paid the preceding year. Percentage rent is 50% of gross advertising revenue.

**Attachment(s)**
Terminal Advertising Concession Agreement
Amendment 1
WHEREAS, the Phoenix-Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 et seq. owns and operates the Phoenix-Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to authorize a Terminal Advertising Concession Agreement with Lamar Airport Advertising Company (Lamar). The agreement term is five years with two, two-year renewal options, commencing on August 1, 2020 with a Year 1 Minimum Annual Guarantee (MAG) of $150,000 and percentage rent of 50% of gross advertising revenue, subject to adjustment for extraordinary circumstances;

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 Terminal Advertising Concession Agreement with Lamar Airport Advertising Company (Lamar). The agreement term is five years with two, two-year renewal options, commencing on August 1, 2020 with a Year 1 Minimum Annual Guarantee (MAG) of $150,000 and percentage rent of 50% of gross advertising revenue, subject to adjustment for extraordinary circumstances. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such amendments, insertions, 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 21st day of July, 2020.

__________________________________________
Gail Barney, Chair

ATTEST:  APPROVED AS TO FORM:  

__________________________________________
Misty Johnson, Clerk of the Board  

__________________________________________
Jill Casson Owen, Attorney
Phoenix-Mesa Gateway Airport Authority

Terminal Advertising Concession Agreement

with

Lamar Airport Advertising Company

Effective Date: August 1, 2020
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Phoenix-Mesa Gateway Airport Authority
TERMINAL ADVERTISING CONCESSION AGREEMENT

This exclusive TERMINAL ADVERTISING CONCESSION AGREEMENT (the “Agreement”) is made and entered into this FIRST (1st) day of AUGUST 2020 (the “Effective Date”), by and between PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized and existing under the laws of the State of Arizona ("PMGAA"), and LAMAR AIRPORT ADVERTISING COMPANY, a Nevada corporation authorized to do business in Arizona ("Concessionaire"). PMGAA and Concessionaire may be referred to as “Parties,” and each separately as a “Party.”

WITNESSETH:

WHEREAS, PMGAA is the owner and operator of Phoenix-Mesa Gateway Airport, an airport and airfield property generally located at the intersection of Ray Road and Sossaman Road, City of Mesa, Maricopa County, Arizona (the “Airport”); and

WHEREAS, PMGAA has the right to lease, license, and grant the use of property and facilities on the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, PMGAA operates and maintains the Ticketing Terminal, Fergie and Feller Field outdoor courtyard, Annex, and Arriving Terminal at the Airport which houses facilities for passenger processing and related services and amenities (the “Terminal”); and

WHEREAS, PMGAA selected Concessionaire through a public Request for Proposal (RFP) process, solicitation number 2020-003-RFP, and desires Concessionaire’s services as the operator of a successful terminal advertising program that includes marketing, developing, managing, and operating a profitable concession program at the Airport and Concessionaire desires to perform and provide said services;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties do hereby undertake, promise and agree, each for itself and its successors and assigns, as follows:

1. **AGREEMENT**

   1.1 **General.**

   1.1.1 PMGAA hereby grants to Concessionaire, for the Term and under the conditions herein provided, an exclusive and revocable right to enter upon and use the Airport (pursuant to the provisions of this Agreement) for the purpose of conducting its business as a terminal advertising concessionaire within the terminal in the locations depicted in EXHIBIT A (“Display Areas”).

   1.1.2 Concessionaire shall finance, design, construct, develop, install, maintain, manage and/or operate prime quality, expertly designed, commercial advertising displays (“Displays”) within the Display Areas at the Airport of the type and amount specified in this Agreement in EXHIBIT A.

   1.1.3 PMGAA reserves the right to insert advertising for its use into unsold Displays, at no cost to PMGAA.

   1.1.4 Concessionaire shall not engage in any other commercial revenue producing activity at the Airport that is in addition to or materially differs from the activity set forth in SECTION 1.1.1 prior to obtaining such written approval, and without waiver or limitation of any other remedies of PMGAA, Concessionaire hereby agrees to immediately cease any unauthorized activity upon notice from PMGAA, and remit to PMGAA the sum
equal to TWENTY-FIVE PERCENT (25%) of gross billings for such unauthorized activity, plus any expenses incurred by PMGAA in the course of any audit conducted for all of Concessionaire’s activities.

1.2 Advertising Standards. Advertising subject matter and speech or copy shall be limited to that which proposes a commercial transaction or promotion of tourism. For this Agreement, “Tourism” is defined as the promotion of touring and traveling to a geographical area with the intent to derive commercial revenue from visitors purchasing goods or services.

1.2.1 Advertising must not be displayed that:

(1) Is false, misleading, or deceptive;
(2) Relates or refers to an activity that violates federal, state, or local law;
(3) Contain non-commercial speech;
(4) Advertise airport services and operations for other commercial airports that compete with Phoenix-Mesa Gateway Airport;
(5) Contains explicit sexual material, obscene material, or material harmful to minors as these terms are defined in Arizona Revised Statutes Title 13, Chapter 35;
(6) Advertises alcohol or tobacco products;
(7) Depicts violence and/or anti-social behavior;
(8) Includes language, gestures, conduct, or graphical representations that are obscene, pornographic, vulgar, profane or scatological;
(9) Relates to instruments, devices, items, products, or paraphernalia designed for use in connection with “specified sexual activities” as defined in the City of Mesa Zoning Ordinance and City Code;
(10) May damage the reputation of PMGAA; or
(11) Violates any intellectual property rights of third parties.

1.2.2 All advertising creative must be submitted to PMGAA prior to print and installation for review and approval. The Executive Director has the authority to make a determination on whether an advertisement is in compliance with these standards. PMGAA agrees to approve or deny the proposed advertising creative within a reasonable period of time, but no later than eight (8) business days from the day of submission to PMGAA. PMGAA shall not have any liability in connection with or related to any PMGAA-approved advertising creative that violate the law or any rights of third parties. The approval of such advertising creative is based solely on PMGAA internal standards and does not alleviate Concessionaire’s responsibilities and obligations under applicable law.

1.2.3 Any advertising installed without prior approval from PMGAA shall be removed by Concessionaire at Concessionaire’s cost within forty-eight (48) hours of written notice from PMGAA to Concessionaire.

1.3 Rate Sheet. Concessionaire shall submit a Rate Sheet to PMGAA for review and approval prior to publishing rates in a media kit. The Rate Sheet shall be the basis for all negotiations so as to remain fair in pricing. The Rate Sheet shall include a discount program that delineates percentage discounts for certain term lengths, media buying thresholds, advertising agencies, or other circumstances deemed appropriate. The Rate Sheet may be updated to meet market demand at any time with prior written approval by PMGAA.

1.4 Concessionaire’s Acknowledgement. Concessionaire acknowledges and agrees that its obligations to pay fees and all other charges due and owing under the terms hereof shall, except as otherwise provided herein, be absolute and unconditional, and shall not be affected by any circumstances whatsoever, including, without limitation: (i) any set-off, counterclaim, recoupment, defense or other right which Concessionaire may have against PMGAA or the United States of America or anyone else for any reason whatsoever; (ii) any liens, encumbrances or rights of others; (iii) the invalidity or unenforceability or lack of due authorization or other infirmity of this
Agreement or any lack of right, power, or authority of PMGAA or Concessionaire to enter into this Agreement; (iv) any insolvency, bankruptcy, reorganization or similar proceedings by or against Concessionaire or any other person; or (v) any other cause, whether similar or dissimilar to the foregoing, any future or present law notwithstanding, it being the intention of the Parties hereto that all rent and fees being payable by Concessionaire hereunder shall continue to be payable in all events and in the manner and at the times provided herein.

1.5 **Concessionaire’s Rights.** So long as Concessionaire shall timely pay the fees and other charges required to be paid and is not in default of any obligation hereunder, PMGAA hereby grants to Concessionaire the following rights:

1.5.1 A right to peaceably have and enjoy the use of the Display Areas without hindrance from PMGAA, and to occupy and use the Display Areas while in compliance with the terms and conditions of this Agreement.

1.5.2 A right of ingress and egress to and from the Display Areas over Airport roadways, including common use roadways, driveways, and public areas of the Airport, subject to any and all applicable rules and regulations established from time to time by PMGAA, the United States government, the State of Arizona, the City of Mesa, or other governmental entity, as applicable. Such rights of ingress and egress shall apply to Concessionaire’s employees, guests, patrons, invitees, suppliers, and other authorized individuals.

1.5.3 A right to obtain supplies and services for the Display Areas from suppliers, vendors, or contractors of its choosing; provided, however, that all contracts entered into by Concessionaire for provision of labor and employment services shall require that personnel engaged by Concessionaire shall not be disruptive of other personnel or operations at the Airport and that such personnel shall at all times comply with the Airport Rules and Regulations.

1.6 **PMGAA’s Rights.**

1.6.1 PMGAA reserves the right, in its sole discretion, to review Concessionaire’s agreements and audit financial records.

1.6.2 In addition to PMGAA’s other rights set forth in this Agreement, PMGAA shall have the right (but not the obligation) to substitute Comparable Display Areas for all or any portion of the Display Areas, and any additions, alterations, or improvements thereon, should PMGAA, in its reasonable discretion, determine that taking of the Display Areas, any portion thereof or any improvement thereon, is required for other Airport purposes and there exists no alternative. For the purposes of this SECTION 1.6.2, the term “Comparable Display Areas” is defined to mean spaces within the Terminal, or any additions or extensions thereof, having the same or similar usefulness to Concessionaire as the portion(s) taken. In the event PMGAA makes the determination to exercise its rights to substitute, all Concessionaire’s rights to and interest in the portion of the Display Areas taken shall immediately vest in PMGAA, and such Comparable Display Areas shall be part of the “Display Areas” as defined herein. If any of Concessionaire’s improvements or equipment cannot be relocated to the Comparable Display Areas, PMGAA shall replace, at PMGAA’s expense, such non-locatable improvements and equipment for the Comparable Display Areas, and PMGAA shall be deemed the owner of the non-relocated improvements and equipment, free and clear of all claims of any interest or title therein by Concessionaire, or any other third party whomsoever. It is the specific intent of this SECTION 1.6.2 that Concessionaire be placed, to the extent possible, in the same position it would have been, had PMGAA not substituted Comparable Display Areas for a portion of the Display Areas so taken; provided, however, that PMGAA shall not be obligated to reimburse Concessionaire for any damages, including lost profits or revenues, due to such substitution. Notwithstanding the foregoing, PMGAA shall use reasonable efforts to avoid disruption to Concessionaire’s business.
2. TERM

2.1 Initial Term. This Agreement shall commence on the Effective Date. The Term shall commence on October 1, 2020 and terminate FIVE (5) years thereafter, on September 30, 2025 (the “Term”), unless sooner terminated as provided herein.

2.2 Renewal Term(s). Provided Concessionaire is not then in default of this Agreement, PMGAA shall have the option, at its sole discretion, of extending the Term for TWO (2) additional periods of TWO (2) years (“Extension”). PMGAA may exercise an Extension by giving written notice to Concessionaire of its desire to do so no later than SIX (6) months prior to the expiration of the then-current Term.

3. RENT AND FEES

3.1 Definitions.

3.1.1 “Agreement Year” means the successive one-year periods during the Term commencing on October 1 and ending on September 30, as follows:

Year 1: October 1, 2020 – September 30, 2021
Year 2: October 1, 2021 – September 30, 2022
Year 3: October 1, 2022 – September 30, 2023
Year 4: October 1, 2023 – September 30, 2024
Year 5: October 1, 2024 – September 30, 2025

Optional Extension 1
Year 6: October 1, 2025 – September 30, 2026
Year 7: October 1, 2026 – September 30, 2027

Optional Extension 2
Year 8: October 1, 2027 – September 30, 2028
Year 9: October 1, 2028 – September 30, 2029

3.1.2 “Gross Revenue” means the gross selling price (whether collected or not) for all final sales made in connection with Concessionaire’s business operations under this Agreement, including the full amount of all orders for advertising accepted by Concessionaire elsewhere, but to be filled or performed in or on the Display Areas, excluding: (i) any and all retail sales taxes, excise taxes, transaction privilege taxes or related direct taxes collected by Concessionaire in the course of making such sales; and (ii) any fees or costs charged or deducted by third party credit card issuers, including but not limited to MasterCard and Visa.

3.1.3 “MAG Rent” means the minimum annual guaranteed rent, which shall be:

(i) for Year 1, ONE-HUNDRED FIFTY THOUSAND DOLLARS ($150,000);

(ii) for Year 4, the MAG Rent payable for Year 3 plus FIVE PERCENT (5%); and

(iii) for all other Agreement Years, the greater of: (a) the MAG Rent payable for the immediately preceding Agreement Year, or (b) EIGHT-FIVE PERCENT (85%) of the Percentage Rent payable by Concessionaire for the immediately preceding Agreement Year.
3.1.4 “Monthly Installment of MAG Rent” means, as applicable: (i) for Year 1, one-twelfth (1/12) of MAG Rent, i.e., TWELVE-THOUSAND AND FIVE-HUNDRED DOLLARS ($12,500), and (ii) for all subsequent Agreement Years, one-twelfth (1/12) of the MAG Rent for such Agreement Year.

3.1.5 “Percentage Rent” means an amount equal to FIFTY PERCENT (50%) of Gross Revenue attributable to the applicable period, i.e., Transition Period, Agreement Year, or month.

3.1.6 “Transition Period” means the period commencing August 1, 2020 and ending on September 30, 2020.

3.2 Rent. For and in consideration of the privilege and authorization herein granted, Concessionaire shall pay PMGAA for use and occupancy of the Display Areas as follows, in the manner set forth in SECTION 3.3 below:

3.2.1 During the Transition Period, Concessionaire shall pay to PMGAA Percentage Rent.

3.2.2 During all Agreement Years, Concessionaire shall pay to PMGAA the greater of: (i) MAG Rent, or (ii) Percentage Rent.

3.3 Payments.

3.3.1 MAG Rent. Concessionaire shall remit its Monthly Installment of MAG Rent to PMGAA, in advance and without any prior demand therefor and without any abatement, deductions or set-offs whatsoever. Such payment shall be due and payable no later than the FIRST (1st) day of each month in which said payment is due (the “MAG Rent Due Date”), plus applicable taxes. MAG Rent payments received TEN (10) or more days after the MAG Rent Due Date shall be subject to finance charges and/or late fees, as provided in SECTION 3.5 herein.

3.3.2 Percentage Rent.

a. Transition Period. During the Transition Period, Concessionaire shall pay monthly to PMGAA, on or before the TWENTIETH (20th) day following the last day of the preceding calendar month (“Percentage Rent Due Date”), a sum equal to the Percentage Rent for the preceding month.

b. Agreement Years. For all Agreement Years, in addition to the Monthly Installment of MAG Rent, Concessionaire shall pay monthly to PMGAA, on or before the TWENTIETH (20th) day following the Percentage Rent Due Date, a sum equal to the amount in which Percentage Rent for the preceding month exceeds the Monthly Installment of MAG Rent for the preceding month. Such payments, if any, shall include applicable taxes, as required by SECTION 3.6 herein.

c. Monthly Reports. Promptly following the end of each calendar month and in no event later than the Percentage Rent Due Date, Concessionaire shall submit to PMGAA a report detailing the Gross Revenues from its operation at, on, or from the Display Areas attributable to the preceding month, in addition to agreement specifics including but not limited to advertiser names, display locations, effective and expiration dates, and rate.

d. No Waiver. No payment to or receipt by PMGAA of a lesser amount than that which is due and payable under the provisions of this Agreement at the time of such payment shall be deemed to be other than a payment on account of the earliest payment due, nor shall any endorsement or statement on any check or payment prejudice in any way PMGAA’s right to recover the balance of such payment or pursue any other remedy provided in this Agreement or by law.
3.4 **Annual Reports.** Within THIRTY (30) days of the end of each Agreement Year, Concessionaire shall provide PMGAA an accounting of its MAG Rent and Percentage Rent payments to PMGAA, including Concessionaire’s Gross Revenue attributable to the Agreement Year (as defined in SECTION 3.1). If Concessionaire’s required payments to PMGAA under this Agreement differ from amounts Concessionaire has actually paid, an adjustment shall be made as follows: (i) If Concessionaire shall have paid to PMGAA an amount greater than Concessionaire is required to pay for such previous Agreement Year, Concessionaire shall be entitled to a refund or credit against Concessionaire’s next payment for the amount of such overpayment, at Concessionaire’s discretion; or (ii) if Concessionaire shall have paid an amount less than the amounts required to be paid during the Agreement Year, then Concessionaire shall immediately pay such difference to PMGAA.

3.5 **Finance and Late Charges.**

3.5.1 If PMGAA shall receive payment for any rent or other fee from Concessionaire TEN (10) or more days after the applicable due date, Concessionaire shall pay interest on the unpaid installment at the rate of EIGHTEEN PERCENT (18%) per annum (a “Finance Charge”), from such due date and continuing until payment is received by PMGAA in full.

3.5.2 In the event any payment is received by PMGAA more than TEN (10) days after the due date, a late penalty of TEN PERCENT (10%) of the amount of such delinquent payment (a “Late Fee”) shall be due and payable in addition thereto.

3.6 **Taxes.** In the event any governmental authority shall impose a tax or imposition based upon any payments or any other sums paid or owing hereunder or the receipt of such payments by PMGAA, then, Concessionaire shall pay such amounts to PMGAA at the same time and in addition to payments hereunder, which amounts may include, but are not limited to, any or all rental, transaction privilege, sales, excise or other similar tax except income taxes. Concessionaire’s obligation to pay such amounts together with any interest thereon and/or penalties therefor, shall survive the termination of this Agreement.

3.7 **Payments – Rentals and Fees.**

3.7.1 All payments of rentals, fees, and charges specified in SECTIONS 3.1 through 3.6 herein shall be tendered in lawful currency of the United States, either by check or electronic transfer, and shall be free from all claims or setoffs of any kind against PMGAA.

3.7.2 Except as otherwise provided herein, all payments and reports required by this SECTION 3 shall be remitted to the following address by the due date(s) specified herein:

Phoenix-Mesa Gateway Airport Authority  
Attn: Department of Finance, Accounts Receivable  
5835 S Sossaman Rd  
Mesa, AZ 85212

or such other address specified in writing by PMGAA to Concessionaire.

3.8 **Survival.** Concessionaire’s obligation to pay all amounts herein stated, together with any interest thereon and/or penalties therefor, shall survive the termination of this Agreement.

4. **RECORDS AND AUDITING**

4.1 **Concessionaire Records.** With respect to its activities in the Display Areas and on the Airport, Concessionaire shall keep true and accurate records, books, and data which shall show all sales made and services
performed for cash or credit or otherwise, whether paid or not. Said records, books, and data shall be kept and maintained at Concessionaire’s business office in the local Phoenix, Arizona metropolitan area, or upon written PMGAA request, shall be made available for audit at the Airport, within TEN (10) business days after such request. PMGAA and its authorized representatives shall have the right at reasonable times and during business hours to inspect and examine records, books, and other data as required to verify sales and billings as described in this Agreement.

4.2 PMGAA Audit Authority. In accordance with SECTION 4.1, PMGAA or its authorized representatives shall have the right to audit Concessionaire’s records relating to billings, monthly rental payments reported and paid hereunder, and any other activity by Concessionaire on the Airport during the TWELVE (12) consecutive month period preceding the date of such audit. If PMGAA finds or determines that a discrepancy exists for the period of the audit, Concessionaire shall promptly pay the cost and expense of PMGAA’s audit. For purposes of this Agreement, a “discrepancy” shall mean one where audited billings exceed reported billings by TWO PERCENT (2%) or more. The amount of any such deficiency established by such audit shall be conclusive and binding upon the Parties and shall be paid by Concessionaire no later than TEN (10) days from the billing date.

5. CONDITION OF DISPLAY AREAS; INSTALLATIONS

5.1 Concessionaire’s Acceptance. Concessionaire agrees to accept the Display Areas in an “as is” condition and accepts financial responsibility for all improvements specified in EXHIBIT A herein, and as required to make the Display Areas suitable for Concessionaire’s business operations.

5.2 Authorization. Concessionaire shall make no improvements or alterations to the Display Areas or any adjoining areas during the Term of this Agreement without prior notice to and written permission of PMGAA.

5.3 Requirements – Initial Installations.

5.3.1 Beginning on the Effective Date, Concessionaire shall undertake to design and install all improvements, fixtures, furniture, and related items (collectively, the “Initial Installations”) in accordance with the approved Displays listed in EXHIBIT A. Installation plans for the Initial Installations and any material changes thereto shall be submitted to and approved in writing by PMGAA prior to purchase and installation.

5.3.2 Schedules pertinent to the delivery and installation of materials, installation activities, and other related work events shall be coordinated in advance with PMGAA no less than FIVE (5) business days prior to their planned action, whenever possible. Concessionaire shall be responsible for ensuring that ongoing commercial airline and other business activities taking place within the Terminal during construction and installation of Concessionaire’s Initial Installations are not materially disrupted at any time.

5.3.3 Concessionaire shall complete installation of the Initial Installations to the Display Areas as soon as possible, but no later than October 29, 2020 (90 days after the Effective Date).

5.4 Requirements – Mid-Term Refurbishments. If the first Extension is exercised, Concessionaire shall undertake refurbishment improvements to update technologies and update and improve the visual appeal and functioning of the Initial Installations. Such updated improvements (the “Refurbishment Installations”) shall receive advance, written PMGAA approval prior to execution. Installation of the Refurbishment Installations must be completed no later than September 30, 2026.

6. MAINTENANCE, REPAIRS, AND SERVICES

6.1 Maintenance. Concessionaire shall, at its sole expense, maintain the Display Areas, including all furnishings, equipment, and Displays therein, in good and safe repair and in a neat, clean, and orderly condition throughout the Term of this Agreement.
6.2 **Repairs.** Any damage caused to the Display Areas or any PMGAA property by any act, omission, or negligence of Concessionaire, its employees, invitees, suppliers, or furnishers of service shall be repaired and restored to the condition existing prior to damage by Concessionaire at Concessionaire’s sole expense in accordance with plans and specifications provided by Concessionaire to and approved by PMGAA. Should PMGAA find it necessary to make such repairs itself, Concessionaire shall pay PMGAA, as additional fees hereunder, the expenses of all repairs thereby incurred.

6.3 **Services.** Concessionaire agrees to provide, at its own expense, such janitorial and cleaning services and supplies as may be necessary or required in the operation and maintenance of the Display Areas. In the event PMGAA determines, in its sole, reasonable discretion, that Concessionaire’s janitorial and cleaning program is not acceptable or sufficient, then, PMGAA may, after reasonable notice to Concessionaire, seek to provide such services by other means. Concessionaire agrees to reimburse PMGAA no later than TWENTY (20) days following written demand by PMGAA for any expenses incurred by PMGAA due to conditions at the Display Areas.

7. **CONCESSIONAIRE’S COMPLIANCE**

7.1 **Regulatory Compliance and Certification.** Concessionaire, its agents, employees, invitees, subcontractors, and independent contractors shall comply with all directions, rules, regulations, and operating procedures of PMGAA in effect or hereinafter promulgated, and shall observe and obey all ordinances of the City, as well as all federal and state statutes and regulations governing use of the Display Areas and Airport and Concessionaire’s business activities thereon.

7.2 **Operating Permits.** Concessionaire shall furnish to PMGAA, prior to using the Display Areas or conducting any business or activities at, on or within the Airport, copies of all operating permits required by the City, or any other government entity, if applicable.

7.3 **Operating and Service Standards.**

7.3.1 **Professional Management.** Concessionaire shall designate a local representative experienced in management and supervision who has sufficient authority and responsibility to ensure proper operation of the concession, to render decisions and to take all necessary action(s) in connection with this Agreement. Such a person (or his or her authorized and designated representative) shall be available whenever the concession is in operation, and be contactable at all other times should emergencies arise.

7.3.2 **Personnel.** Concessionaire shall:

a. Maintain a sufficient number of trained personnel to ensure Displays and Display Areas meet the required standards and Concessionaire’s obligations as set forth in this Agreement. All personnel of Concessionaire, while on or about the Airport, shall be polite, clean, and present a professional appearance at all times.

b. Ensure all Concessionaire employees (whether full-time, part-time, or contract) are at all times competent, experienced, and properly licensed to perform their duties, as and if required by applicable federal, state, and local laws, and obey all traffic laws and regulations. Said employees shall at all times be under the direction of Concessionaire, who will be solely responsible for their conduct and performance, and shall conduct themselves with courtesy and dignity with the public interest of primary importance.

c. Promptly respond to and resolve any issue with any employee whose conduct PMGAA or its Executive Director feels is detrimental to the best interests of the Airport and PMGAA.
d. Not, during the Term of this Agreement, hire or employ, on a full-time, part-time, or contract basis, any person or persons employed by PMGAA.

7.3.3 Public Service. Concessionaire shall ensure that its business operations at, on, and about the Airport are conducted in a professional, first-class manner, and that all facilities, equipment, services, and standards of operation are at least equal to the highest quality of service rendered by other companies of a like nature at other modern airport terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this concession, and Concessionaire shall emphasize the tenets of “exceptional customer service,” “quality products,” and “value” in both its products offered for sale and during interaction with its customers.

7.3.4 Hours of Operation. Concessionaire shall ensure all Displays are properly and securely displayed 24-hours daily and are kept in good condition at all times.

7.3.5 Nondiscrimination. In furnishing services to the public, Concessionaire shall not discriminate against any person or class of persons by reason of race, color, creed, or national origin, and Concessionaire shall otherwise provide such services on a fair, equal, and not unjustly discriminatory basis to all users thereof.

7.3.6 Complaints by Public. In the event Concessionaire receives (or PMGAA receives and forwards to Concessionaire) any written complaint concerning Concessionaire’s operation of the concession, Concessionaire shall promptly respond to such complaint in writing within TEN (10) business days of its receipt and make a good-faith attempt to explain, resolve, or rectify the cause of such complaint. Repeated complaints by the public concerning Concessionaire’s services may be grounds for termination of this Agreement.

7.4 Surrender of Occupancy.

7.4.1 When this Agreement expires or is otherwise terminated in whole or in part as provided elsewhere herein, Concessionaire shall surrender the Display Areas, the Displays, and fixed improvements and operating facilities therein broom-clean and in a state of good repair, with the exception of reasonable wear and tear and damage by loss or casualty not covered by insurance which Concessionaire is required to maintain pursuant to this Agreement and not otherwise attributable to Concessionaire’s fault or negligence.

7.4.2 Concessionaire shall be deemed to have abandoned to PMGAA any personal property and trade fixtures that it has failed to remove from the Display Areas within FIFTEEN (15) days after the end of the Term of this Agreement, or the effective date of termination thereof, unless PMGAA grants additional time for this purpose in writing. During this period, Concessionaire shall remain responsible for monthly fee(s) and other payment(s) to PMGAA until such time as the Display Areas are fully available to PMGAA for maintenance, renovation, or re-letting to another concessionaire. After the expiration of the aforementioned FIFTEEN (15) day period or any extension thereof granted by PMGAA, PMGAA shall have the right to remove the property of Concessionaire and restore the Display Areas to a satisfactory condition and hold Concessionaire liable for all costs incident thereto. In the event it is necessary for PMGAA to remove such property, PMGAA shall not sustain or be charged with any liability by reason of the removal or custodial care of same.

8. AIRPORT SECURITY PLAN

8.1 PMGAA maintains an approved Airport Security Plan (“Security Plan”) pursuant to 49 CFR Parts 1540 and 1542, and 14 CFR Part 139. Concessionaire shall at all times comply with PMGAA Operations Department security directives, security bulletins, or verbal notifications existing now or in the future.

8.1.1 Concessionaire is responsible for maintaining security practices in connection with its operations that meet the security standards set forth by PMGAA.
8.1.2 Concessionaire shall immediately correct physical or procedural deficiencies which are contrary to PMGAA, security directives, security bulletins, or verbal notifications existing now or in the future.

8.1.3 Concessionaire shall, to the fullest extent permitted by law, indemnify, defend and hold PMGAA harmless for, from, and against any security violation committed by any agents, employees, invitees, subcontractors, sub-lessees, or independent contractors of Concessionaire.

8.1.4 Concessionaire shall conduct and document all self-audits and self-inspections as required by TSA or PMGAA and make such audits available for inspection.

8.1.5 Concessionaire shall designate a primary security coordinator to receive security related briefings, bulletins, and sensitive security information.

8.1.6 PMGAA reserves the right to modify the Security Plan from time to time, as necessary or as directed by TSA. PMGAA shall notify the Concessionaire security coordinator regarding modifications that affect Concessionaire.

8.2 Airport Security Badge.

8.2.1 Concessionaire employees/contractors that require a security badge shall be obligated to complete all training and comply with all security requirements and directives issued by PMGAA, Transportation Security Administration, or other entity having security jurisdiction at PMGAA. Concessionaire, employees, and contractors will surrender security badges upon request by PMGAA; physical security media (badges and keys) remain the property of PMGAA.

8.2.2 Concessionaire, employees, and contractors shall comply with all security related audits, inspections, and screenings conducted by the PMGAA.

8.2.3 Concessionaire will immediately return badges to the Airport Badging office when badge holders’ employment is terminated, the badge is no longer needed, or the employee/contractor is on extended leave.

8.2.4 Misuse of a badge or security procedures will bring about punitive action including suspension or revocation of one or all badges.

8.2.5 Any and all fees to obtain and maintain a security badge by Concessionaire, Concessionaire employees and contractors, shall be paid by Concessionaire, Concessionaire employees and contractors.

8.3 Fines.

8.3.1 Due to both the safety and security precautions necessary at the Airport, any failure of the Concessionaire to adhere to prescribed Airport requirements/regulations has consequences that may jeopardize the health, welfare, and lives of Airport customers and employees, as well as the Concessionaire’s own employees. Therefore, if Concessionaire is found to be in non-compliance with any security, airfield badging/licensing, and airfield safety requirement, a Notice of Violations (NOV) may be issued.

8.3.2 A current listing of fines is available by contacting the PMGAA Badging Office.

9. TAXES, LICENSES, AND PERMITS

Concessionaire shall pay all taxes and assessments that may be levied or charged upon its property, equipment, and activity hereunder, and shall secure and comply with all licenses and permits required by PMGAA or any other governmental authority exercising jurisdiction over its business or activities. Concessionaire shall also pay
any taxes or assessments levied upon PMGAA as a result of Concessionaire conducting its business under the authority of this Agreement.

10. INSURANCE AND INDEMNIFICATION

10.1 Insurance Coverage Required. Concessionaire shall at all times and prior to the Effective Date at its sole expense, maintain in effect the insurance coverage set forth below, deliver a certificate or insurance for each policy to PMGAA and continue to provide such certificate(s) throughout the Term:

10.1.1 Comprehensive General Liability Insurance. In an amount not less than ONE-MILLION DOLLARS ($1,000,000) per occurrence and TWO-MILLION DOLLARS ($2,000,000) aggregate, covering third party bodily injury and property damage, and including coverage for “premises/operations,” “products and completed operations,” “professional,” and “blanket contractual liabilities”.

10.1.2 Commercial Automobile Liability Insurance. In an amount not less than ONE-MILLION DOLLARS ($1,000,000) per occurrence, covering all owned, non-owned, and hire vehicles operated on the Airport that are assigned to or used in the performance of Concessionaire’s business activities.

10.1.3 Professional Liability Insurance. In an amount not less than ONE-MILLION DOLLARS ($1,000,000) per occurrence, covering damages caused by error, omission, or negligent acts related to the professional services to be provided under this Agreement.

10.1.4 Workers’ Compensation Insurance. As required by law, as well as Employer’s Liability insurance in the amount of ONE-MILLION DOLLARS ($1,000,000) per occurrence, covering work-related injuries to employees and others permitted to operate or otherwise conduct business at the Airport on Concessionaire’s behalf.

10.2 Insurance Form. Each insurance policy obtained pursuant to this SECTION 10, except for Worker’ Compensation and Employer’s Liability policies, shall name PMGAA as a certificate holder or an additional named insured. Each insurance policy shall: (i) contain a provision that written notice of cancellation or modification thereof shall be given to PMGAA not less than THIRTY (30) days before such cancellation or modification takes effect (TEN (10) days in the case of nonpayment of premium); and (ii) contain a waiver of subrogation in favor of PMGAA. Concessionaire shall not permit any insurance policy to be canceled or modified without PMGAA’s written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed to do business in the State of Arizona and possessing a rating of at least A – VIII or higher from the A.M. Best Company, or an equivalent rating approved by PMGAA.

10.3 Higher Insurance Limits. If Concessionaire maintains higher limits than the minimums shown above, PMGAA shall be entitled to coverage for the higher limits maintained by Concessionaire. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PMGAA.

10.4 Waiver of Subrogation. Concessionaire waives any right to subrogation. Concessionaire shall obtain an endorsement necessary to effect this waiver of subrogation from the insurer for all lines of coverage required by this Agreement, except Workers Compensation and Professional Liability, for claims arising out of the Concessionaire’s work or service.

10.5 Primary Coverage. For all claims related to this Agreement, all of Concessionaire’s insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by PMGAA, its officers, officials, employees, or volunteers will be in excess of Concessionaire’s insurance and will not contribute with it.

10.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by PMGAA. PMGAA may require Concessionaire to provide proof of ability to pay
losses and related investigations, claim administration, and defense expenses within the retention.

10.7 Subcontractors. Concessionaire shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Concessionaire shall ensure that PMGAA is an additional insured on insurance required from subcontractors.

10.8 Special Risks or Circumstances. PMGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

11. ASSIGNMENT

11.1 Consent. Concessionaire shall not assign, transfer or encumber this Agreement in any manner, or any part hereof, or interest herein, or sublicense any of the Display Areas hereunder, except with the prior written permission of PMGAA and subject to whatever reasonable limitations and conditions may be required by PMGAA. Any other transfer, assignment, or sublicense shall be void and shall confer no rights upon any third person or party, and such may be deemed by PMGAA, in its sole and absolute discretion, as a breach of this Agreement, rendering it null and void. No authorized assignment or sublicense shall relieve Concessionaire of any obligation under this Agreement unless otherwise agreed in advance, in writing by PMGAA. Notwithstanding the foregoing, this SECTION 11 shall not be interpreted to preclude the assignment of this Agreement to a parent, subsidiary, or merged company, if such part, subsidiary or merged company assumes all rights and obligations of this Agreement. Written notice of such assumption shall be provided to PMGAA by the parent, subsidiary or merged company not less than THIRTY (30) days prior to the effective date of such assignment.

11.2 Transfer Defined. For the purposes of this Agreement, a “transfer” shall be deemed to include the following: (i) if Concessionaire is a corporation, partnership, limited liability company, or other legal entity, the transfer of any ownership interest in such entity resulting in a change in the present control of such entity by the person or persons owning a majority of the ownership interest thereof as of the date of this Agreement; provided, however, if Concessionaire is a corporation whose stock is traded on a nationally recognized stock exchange, the transfer of Concessionaire’s stock shall not constitute a transfer requiring PMGAA’s consent, or (ii) the sale of TWENTY-FIVE PERCENT (25%) or more in value of the assets of Concessionaire.

12. DEFAULT; TERMINATION

12.1 Events of Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement (“Event of Default”) by Concessionaire:

12.1.1 If Concessionaire shall fail to pay any fee or any other amount due from Concessionaire hereunder, provided that Concessionaire does not cure or initiate demonstrable corrective action for such failure within TEN (10) business days after delivery by PMGAA of a written notice of such failure.

12.1.2 If Concessionaire shall neglect or fail to perform, keep or observe any other terms, covenants or conditions herein contained and if such neglect or failure shall continue for a period of THIRTY (30) calendar days after delivery by PMGAA of a written notice of such default; provided, however, if a cure of the default reasonably requires more than THIRTY (30) calendar days to complete, then the time to cure shall be extended so long as the cure is being diligently pursued.

12.1.3 The taking by a court of competent jurisdiction of Concessionaire and its assets pursuant to proceedings under the provisions of any Federal or State reorganization or bankruptcy code or act.
12.1.4 The occurrence of any act which deprives the Concessionaire of the rights, licenses, permits and authorizations necessary for the proper and lawful conduct of the Concessionaire’s business operations at, on, about or from the Airport.

12.1.5 If Concessionaire shall abandon all or any part of the Display Areas or shall discontinue the conduct of its operations in all or any part of the Display for a period of THREE (3) consecutive days.

12.1.6 The filing of any mechanic’s, materialman’s or other lien or any kind against the Airport property because of any act or omission of Concessionaire which lien is not discharged, by bonding or otherwise, within THIRTY (30) calendar days of receipt of actual notice thereof by Concessionaire.

12.1.7 Concessionaire’s receipt of THREE (3) written notices of default for violations of the Security Plan or PMGAA’s published Rules and Regulations from PMGAA within a SIX (6) consecutive calendar month period.

12.1.8 A transfer or assignment occurs without PMGAA’s prior written approval.

12.1.9 Concessionaire conducts its operations in such a manner as to threaten public safety, as determined by PMGAA in conformity with the laws and regulations of the State of Arizona and PMGAA.

12.1.10 PMGAA determines that Concessionaire willfully falsified any of its records or figures so as to deprive PMGAA of any of its rights under the terms of this Agreement.

12.2 PMGAA’s Remedies. Upon the occurrence of an Event of Default under this Agreement, PMGAA may, without prejudice to any other rights and remedies available to PMGAA at law, in equity or by statute, exercise one or more of the following remedies, all of which shall be construed and held to be cumulative and non-exclusive:

12.2.1 Terminate this Agreement and take possession of the Display Areas and remove any Displays, trade fixtures, or other equipment; or

12.2.2 Without terminating this Agreement, take possession of the Display Areas and remove any Displays, trade fixtures, or other equipment; or

12.2.3 With or without terminating this Agreement, PMGAA may authorize another party to use the Display Areas or any portion thereof.

12.3 PMGAA’s Current Damages. PMGAA is authorized to make such repairs, refurbishments or improvements to the Display Areas as may be necessary for the purpose of attempting to re-license the space, and the costs and expenses incurred in respect of such repairs, redecorating, refurbishments and improvements shall be paid by Concessionaire to PMGAA within FIVE (5) business days after receipt of PMGAA’s statement. If PMGAA exercises any of the remedies set forth in SECTION 12.2, PMGAA shall be entitled to recover from Concessionaire all damages incurred by PMGAA by reason of the Event of Default, which shall include, without limitation, (i) the equivalent of the amount of the fees and all other payments which would be payable under this Agreement by Concessionaire for the remainder of the Term as if this Agreement were still in effect, less (ii) the net proceeds of any re-licensing by PMGAA after deducting all of PMGAA’s expenses in connection with such re-licensing, which shall include, without limitation, repairs, redecorating, refurbishments or improvements to the locations, brokerage commissions, attorneys’ fees, and legal expenses. Concessionaire shall pay such current damages to PMGAA, in the amount set forth in the preceding sentence (hereinafter called the “Deficiency”), in monthly installments on the days on which the fees would have been payable under this Agreement as if this Agreement were still in effect.
12.4 **Content of Default Notice.** Any default notice tendered to Concessionaire hereunder shall be deemed to be sufficient if it is reasonably calculated to put Concessionaire on inquiry as to the nature and extent of such default.

12.5 **Concessionaire’s Right of Cancellation.** Except as otherwise provided herein, and subject to PMGAA’s right to substitute Comparable Areas as set forth in SECTION 1.6.2, Concessionaire shall have the right to terminate this Agreement in its entirety upon THIRTY (30) days advance written notice to PMGAA if one or more of the following events of default are committed by PMGAA:

12.5.1 The issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport in such a manner as to substantially restrict Concessionaire from conducting its business activities at, on, and within the Terminal, which injunction is not caused by any act or omission of Concessionaire and such injunction remains in force for at least SIXTY (60) consecutive days.

12.5.2 If Concessionaire is deprived of the use of all or a major portion of the Terminal for THIRTY (30) consecutive days or more, subject to the relocation or other applicable renovation provision provided for herein.

12.5.3 The assumption by the United States Government and the authorized agencies thereof, or any other governmental agency, of the operation, control or use of Airport facilities or any substantial part of parts thereof in such a manner as to substantially restrict the conduct of Concessionaire’s business thereto for a period of THIRTY (30) days or more.

12.5.4 The Terminal sustains major damage or destruction by fire or other casualty, when such damage or destruction shall substantially interfere with Concessionaire’s business therein and PMGAA is unable to complete required repairs and/or restoration of the Terminal within SIX (6) months following the date of such damage or destruction.

12.5.5 Passenger enplanements at the Terminal are reduced below TWENTY-FIVE PERCENT (25%) of the average monthly passenger enplanements occurring as of the Effective Date of this Agreement and such reduction continues for a period for FOUR (4) consecutive months.

12.5.6 A breach by PMGAA of any of the terms and covenants or conditions within this Agreement. In the event of such a breach, Concessionaire shall have available all rights and remedies provided at law or in equity, subject to the terms and conditions of this Agreement; provided, however, Concessionaire may not exercise any such right or remedy unless Concessionaire has notified PMGAA by written notice of such alleged default, and PMGAA has not cured such default within a THIRTY (30) day period subsequent to receipt of such notice or, in the event such alleged default is of such a nature that it cannot be reasonably cured within such THIRTY (30) day period, PMGAA has failed to cure such alleged default with all due diligence. Notwithstanding anything to the contrary in this Agreement, in no event shall Concessionaire be entitled to terminate this Agreement or abate or offset any installment of rent or any other payments to be made by Concessionaire hereunder.

13. **NONWAIVER**

PMGAA’s right to terminate this Agreement shall be absolute. Any election by PMGAA to not enforce any provision of this Agreement, or any failure by PMGAA to exercise any of the remedies allowed PMGAA under this Agreement, shall not operate as a waiver by PMGAA of its right.
14. **APPLICABLE LAW**

The laws of the State of Arizona, including its conflicts of law provisions, shall govern the matters set forth in this Agreement. Venue of any action brought under this Agreement shall, at the option of PMGAA, lie in Maricopa County, Arizona.

15. **RULES AND REGULATIONS**

Concessionaire shall at all times comply with all Federal, State, and local laws, ordinances, rules, and regulations which are applicable to its operations, the Display Areas, or the Displays itself (including but not limited to the Americans with Disabilities Act), or the operation, management, maintenance, or administration of the Airport, including all laws, ordinances, rules and regulations adopted after the Effective Date. Concessionaire shall at all times comply with the Airport Rules and Regulations, as applicable and as the same may be amended from time to time. The Airport Rules and Regulations document can be downloaded on our website, www.gatewayairport.com, on the Policies, Documents and Forms page. Concessionaire acknowledges and agrees that PMGAA may amend the Airport Rules and Regulations at any time in PMGAA’s sole and absolute discretion. Concessionaire also shall display to PMGAA any permits, licenses, or other evidence of compliance with laws upon request.

16. **CORPORATE AUTHORIZATION**

In executing this Agreement, Concessionaire represents and warrants to PMGAA that Concessionaire has obtained and been granted the full right, power, and authority to enter into this Agreement.

17. **NOTICES**

17.1 Notices required under this Agreement shall be in writing and delivered personally or by registered or certified mail, postage prepaid, addressed as follows:

TO PMGAA.

Phoenix-Mesa Gateway Airport Authority
Attention: Marketing Analyst
5835 S Sossaman Rd
Mesa, AZ 85212-6014

TO CONCESSIONAIRE.

Lamar Airport Advertising Company
Attention: Brigham Newman
100 Hartsfield Centre Pkwy, Ste 500
Atlanta, GA 30354
404-606-1990
bnewman@lamar.com

17.2 Notice by certified or registered mail in the manner described above shall be deemed effective the day after its deposit in the mail.

18. **ACDBE REQUIREMENTS**

This Agreement is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Part 23. The Concessionaire or Contractor agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase, or lease agreement, or other agreement covered by 49 CFR Part 23.
The Concessionaire or contractor agrees to include the above statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statement in further agreements.

18.1 PMGAA’s Airport Concession Disadvantaged Business Enterprise (ACDBE) Program is race-neutral. PMGAA encourages the use of ACDBEs and other small businesses in the performance of this concession opportunity. In order to be counted as an ACDBE, a small business must be certified as an ACDBE at time proposals are due by a certifying agency within the Arizona Unified Certification Program (UCP), or another certifying agency, in accordance with 49 CFR Part 23. Concessionaire shall make outreach efforts to obtain ACDBE and other small business participation in the performance of this Agreement.

18.1.1 Concessionaire agrees to employ outreach efforts to carry out this policy through award of subcontracts to small businesses and disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of PMGAA’s contract, and/or the utilization of ACDBE suppliers where feasible.

18.1.2 PMGAA shall not, nor shall it require its Concessionaires to, award contracts or subcontracts to or to make purchases of materials or equipment from small businesses and/or ACDBEs who are not qualified.

18.2 Record Requirements. Concessionaire is required to track and report all ACDBE and/or small business participation that occurs as a result of a contract, procurements, purchase orders, sublease, joint venture, goods/services, or other arrangements involving sub-tier participation.

18.2.1 PMGAA reserves the right to validate the information submitted by Concessionaire with the ACDBE firm listed and/or other certifying entities or licensing agents as part of the verification process.

18.2.2 Concessionaire shall keep sufficient records to track the requirements of PMGAA’s ACDBE Program and 49 CFR Part 23 requirements, including, but not limited to subcontract/supplier awards, specifically awards to ACDBE firms; (ii) specific efforts to identify and award such contracts to ACDBEs; and (iii) submit when requested, copies of executed contracts to establish actual ACDBE participation and ensure contract compliance with FAA requirements.

18.2.3 Concessionaire shall submit to PMGAA periodic reports of subcontract and/or supplier awards to ACDBE firms in such form and manner and at such times as PMGAA shall prescribe. Concessionaire shall provide access to books, records, and accounts to authorized officials of PMGAA, and Federal agencies for the purpose of verifying ACDBE participation and outreach efforts to carry out the ACDBE Policy and Program. See ATTACHMENT 2 for current report requirement.

18.2.4 Prior to any work commencing by Concessionaire’s ACDBE subcontractors/suppliers, Concessionaire shall provide PMGAA copies of all executed contracts with such ACDBEs for review of contract compliance with PMGAA’s ACDBE Program and Federal Requirements.

18.2.5 Audit determination(s) may be considered and have a bearing in the evaluation of Concessionaire’s outreach efforts on future contracts with PMGAA.

18.3 Outreach Efforts. During the performance of this Agreement, Concessionaire must demonstrate it has performed outreach efforts to solicit participation from interested and qualified ACDBEs and other small businesses upon PMGAA’s written request. This requires Concessionaire to document the identification of potential business opportunities for ACDBEs, describe what efforts were undertaken to solicit for ACDBE involvement, results of negotiations with potential ACDBEs, and record the communications of Concessionaire’s selection or non-selection of ACDBEs.
The actions taken to meet outreach efforts must be substantiated by written documentation and provided to PMGAA. A declaration that outreach efforts were made will not be sufficient to meet the burden of proof required. PMGAA’s decision as to whether or not outreach efforts have been made is final and conclusive.

Failure of Concessionaire to demonstrate such outreach efforts constitutes a material breach of this Agreement subject to termination by PMGAA.

18.4 Approved ACDBE Program. PMGAA’s ACDBE Program dated October 2018, as amended from time to time, and approved by the FAA, all its terms and conditions is hereby incorporated into and made part of this Agreement by reference.

The approved ACDBE Program can be found on the PMGAA website, www.gatewayairport.com.

PMGAA reserves the right to revise the Program as required.

18.5 Amendments. PMGAA’s ACDBE program shall also apply to any amendments to this Agreement that require work beyond the scope of services originally required to accomplish the project. Concessionaire shall make outreach efforts to obtain ACDBE participation for additional scope(s) of services.

18.6 Agreement Renewal and/or Extension. Prior to any Agreement renewal and/or extension, PMGAA shall have the right to review and/or revise the ACDBE requirements herein, including, but not limited to requiring an ACDBE goal if appropriate.

18.7 Enforcement. This Agreement and all subsequent subcontracts entered into as a result of this Agreement, are subject to the requirements, provisions, and enforcement actions of 49 CFR Part 26, Subpart F, Compliance and Enforcement, §26.101 and 26.105 through 26.109.

The requirements of this SECTION 18 apply to Non-ACDBE prime Concessionaires and ACDBE prime Concessionaires. Failure to comply with the requirements of this SECTION 18 constitutes a breach of this Agreement. Such breach may lead to the termination or cancellation of the Agreement.

19. TITLE VI

19.1 Civil Rights Act of 1964, Title VI – General. Concessionaire agrees to comply with pertinent statues, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, or national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Concessionaire and subcontractors from the bid solicitation period through the completion of this Agreement. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Concessionaire agrees to include the above statement in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

19.2 Civil Rights Act of 1964, Title VI – Assurances. During the performance of this Agreement, Concessionaire, for itself, its assignees and successors in interest agrees as follows:

19.2.1 Compliance with Regulations. Concessionaire shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
19.2.2 **Nondiscrimination.** Concessionaire, with regard to the work performed by it during the Term of this Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

19.2.3 **Solicitations for Subcontracts, including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding, or negotiation made by Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of Concessionaire’s obligations under this Agreement and the Non-Discrimination Acts and Authorities on the grounds of race, color, or national origin.

19.2.4 **Information and Reports.** Concessionaire shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PMGAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, Concessionaire will so certify to PMGAA or the FAA as appropriate and will set forth what efforts it has made to obtain the information.

19.2.5 **Sanctions for Noncompliance.** In the event of a Concessionaire’s noncompliance with the Nondiscrimination provisions of this Agreement, PMGAA will impose such sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Concessionaire under this Agreement until Concessionaire complies, and/or;

b. Cancellation, termination, or suspension of this Agreement, in whole or in part.

19.2.6 **Incorporation of Provisions.** Concessionaire will include the provisions of SECTIONS 19.2.1 through 19.2.5 of this SECTION 19.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Concessionaire will take action with respect to any subcontract or procurement as PMGAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Concessionaire may request PMGAA to enter into any litigation to protect the interests of PMGAA. In addition, Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

19.3 **Civil Rights – Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Concessionaire” for purposes of this SECTION 19.3) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

19.3.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

19.3.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
19.3.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

19.3.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

19.3.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

19.3.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

19.3.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

19.3.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

19.3.9 The FAA’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

19.3.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

19.3.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

19.3.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

20. MISCELLANEOUS

20.1 No Waiver. No provision of this Agreement may be waived or modified except by a written instrument signed by the Party against whom such waiver or modification is sought.

20.2 Amendment. This Agreement may be amended only by a written instrument executed by the Parties.

20.3 Cancellation. The Parties hereto acknowledge and agree that this Agreement may be cancelled pursuant to the provisions of ARS § 38-511.
20.4 Invalid Provisions. Should any provision of this Agreement or any application thereof shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, unless one or both Parties would be substantially and materially prejudiced.

20.5 Litigation Expenses. In the event of litigation between PMGAA and Concessionaire, the prevailing Party shall be entitled to recover its attorney’s fees and all costs and expenses of litigation, including witness fees, expert witness fees, and court costs.

20.6 Headings. The headings contained herein are for convenience in reference only and are not intended to define or limit the scope of this Agreement or any term thereof.

20.7 Approvals, Consents, and Notices. All approvals, consents, and notices called for in this Agreement shall be in writing, signed by the appropriate party, and may not be established solely by oral testimony.

20.8 Entire Agreement. This Agreement, including exhibits and attachments hereto at the time of its execution, constitutes the entire Agreement between the Parties hereto and supersedes all prior negotiations, understandings and agreements between the Parties concerning such matters.

21. INCORPORATION OF RECITALS

The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

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

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

By: ________________________________ Date: __________________________
J. Brian O’Neill, A.A.E., Executive Director/CEO

FOR CONCESSIONAIRE:
LAMAR AIRPORT ADVERTISING COMPANY,
a Nevada corporation

By: ________________________________ Date: __________________________
Brigham W. Newman, VP – Senior Director, Airports
## ATTACHMENT 1

List of Certified ACDBE Firms Concessionaire Will Utilize Under this Agreement

<table>
<thead>
<tr>
<th>ACDBE FIRM NAME</th>
<th>ADDRESS/PHONE</th>
<th>NAICS CODE(S) ACDBE IS CERTIFIED TO PERFORM PER UCP</th>
<th>DESCRIPTION OF SCOPE OF WORK TO BE PERFORMED UNDER THIS AGREEMENT</th>
<th>NAICS CODE(S) FOR SCOPE OF WORK TO BE PERFORMED UNDER THIS AGREEMENT BY ACDBE</th>
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Attachment 1
ATTACHMENT 2

ACDBE Quarterly Reporting Form

Quarterly Reporting of Goods and Services Purchased From ACDBE Firms
Federal Fiscal Year: 2021

Reporting Period (Circle One): 10/1 – 12/31  1/1 – 3/31  4/1 – 6/30  7/1 – 9/30

Concessionaire: ___________________________________  Contract No.: ____________________

Authorized Person Completing Form: __________________________________________
Title: __________________________ Telephone: ________________  E-mail: ________________

The following list represents goods and services purchases from ACDBE firm(s) for the above referenced contract
during this reporting period in the amounts listed below. Goods and/or services include supplies, wholesale
product, local advertising, automobiles, fuel, and custodial, accounting, and other professional and contracted
services that support the concessionaire’s operations for this contract.

<table>
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<tr>
<th>ACDBE Firm Providing Goods and/or Services</th>
<th>ACDBE Firm Contact Name, Telephone and E-mail Address</th>
<th>Type of Goods and/or Services Provided</th>
<th>NAICS Code(s)</th>
<th>Quarterly Expenditure(s) to this Firm</th>
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Total Goods & Services Provided by ACDBE Firms

$  

Authorized Signature: __________________________  Date: ________________

Concessionaires must complete and submit this form by October 20, January 20, April 20 and July 20 to
jichtenberger@gatewayairport.com. If no ACDBE firms were used in the reporting period, the concessionaire
should list "None" in the table before submitting the form.

To verify if a firm is an ACDBE, visit the Arizona Unified Transportation Registration and Certification System
(AZ UTRACS) at this link: https://utracs.azdot.gov/Search
EXHIBIT A
Display Areas

- 65" LCD Digital
- 8 x 4 Backlit Tension Fabric
- 6 x 3 Tension Fabric
- 10 x 5 Tension Fabric
- Floor Display
- Floor Wrap
- Column Wrap
- Wall Wrap
- Charging Station
- Refreshed or Removed Displays
- Gates
- Bathroom
- Shopping
- Food and Beverage
EXHIBIT B

PMGAA Standard Terms and Conditions

These Standard Terms and Conditions are attached to that certain Terminal Advertising Concession Agreement (referred to in this Section as “Contract”) between Lamar Airport Advertising Company (referred to in this Section as “Offeror”) and Phoenix-Mesa Gateway Airport Authority (referred to in this Section as “PMGAA”).

1. Certification. Offeror certifies:
   a. The award of this Contract did not involve collusion or other anti-competitive practices.
   b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
   c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Offeror hereby certifies that the individual signing this Contract is an authorized agent for Offeror and has the authority to bind the Offeror to the Contract.

2. Dispute Resolution.
   a. Negotiations. If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
   b. Mediation. Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.
   c. Binding Dispute Resolution. Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs as determined by the arbitrator or court as applicable.

3. Independent Contractor. At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Offeror nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Offeror, including Workers’ Compensation coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA’s payments under this Contract.

4. Affirmative Action. Offeror shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.

5. Human Relations. Offeror shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.
6. **Americans with Disabilities Act.** Offeror shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.

7. **Confidentiality of Records.** Offeror shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Offeror also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Offeror as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.

8. **Gratuities.** PMGAA may, by written notice to the Offeror, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Offeror or any agent or representative of Offeror, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Offeror the amount of the gratuity.

9. **Applicable Law.** This Contract shall be governed by, and PMGAA and Offeror shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.

10. **Contract.** This Contract is based on and the result of a negotiated Scope of Services and Proposal, Bid or Statement of Qualifications submitted by Offeror under this RFP, IFB or RFQ. The Contract contains the entire agreement between PMGAA and Offeror. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.

11. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Offeror.

12. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

13. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.

14. **Protection of Government Property.** Offeror shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Offeror damages PMGAA’s property in any way, Offeror shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Offeror fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Offeror under the Contract.

15. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

16. **Assignment and Subcontracts.** Offeror shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Offeror of its acceptance or rejection within forty-five
(45) days or written request by Offeror. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Offeror referred to herein. Offeror is responsible for Contract performance whether subcontractors are used.

17. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party’s existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Offeror’s services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.

18. **Indemnification.** To the fullest extent permitted by law, Offeror shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Offeror’s acts, errors, omissions, or mistakes relating to Offeror’s services under this Contract.

19. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

20. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.

21. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA’s expense, inspect the place of Offeror’s or any of Offeror’s subcontractor’s business, which is related to the performance of this Contract or related subcontract.

22. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party (“Required Act”), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, existence of asbestos or other environmental condition requiring remediation prior to the commencement of construction, or other casualty or acts of God (“Force Majeure Event”), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Offeror to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Airport. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Airport is located.

23. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Offeror or any other person except with prior written permission by PMGAA.
24. **Licenses.** Offeror shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Offeror as applicable to this Contract.

25. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.

26. **Clean Up.** Offeror shall at all times keep Contract performance areas, including storage areas used by the Offeror, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Offeror shall leave the work and premises in clean, neat, and workmanlike condition.

27. **Patents.** Offeror shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys’ fees, for any alleged infringement of any person’s patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Offeror under this Contract.

28. **Records and Audit Rights.** Offeror’s and all of its approved subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Offeror and subcontractor employees that work on the Contract (all the foregoing collectively referred to as “Records”), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Offeror’s and its subcontractor’s actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Offeror and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Offeror under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Offeror and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Offeror or subcontractors reasonable advance notice of intended audits. Offeror shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.

29. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Offeror and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Offeror’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Offeror’s and any of Offeror’s subcontractor’s employee who works on this Contract to ensure the Offeror is complying with this paragraph.
EXHIBIT C
PMGAA’s Published Airport Rules and Regulations

Concessionaire agrees to comply with Phoenix-Mesa Gateway Airport Authority’s published Airport Rules and Regulations as amended from time to time. The Airport Rules and Regulations can be found in the Policies, Documents, and Forms webpage at www.gatewayairport.com/policiesdocumentsandforms.
EXHIBIT D
Concessionaire’s RFP Submittal

Concessionaire’s Proposal in response to Phoenix-Mesa Gateway Airport Authority’s Solicitation 2020-003-RFP dated February 19, 2020 is hereby incorporated herein and made part of this Agreement.
Agreement Amendment Number 1
Agreement Number: C-2020003

This FIRST AMENDMENT to the Terminal Advertising Concession Agreement is executed to be effective as of August 1, 2020 by and between the PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona, its successors and assigns (“PMGAA”) and Lamar Airport Advertising Company, a Nevada Corporation, authorized to do business in Arizona (“Concessionaire”). PMGAA and Concessionaire may be referred to jointly as “Parties,” and each separately as a “Party”. This AMENDMENT 1 hereby amends that certain Terminal Advertising Concession Agreement between PMGAA and Concessionaire dated and effective August 1, 2020 (the “Agreement”), with respect to the Minimum Annual Guarantee (MAG) Rent.

WITNESSETH:

WHEREAS, PMGAA and Concessionaire desire to enter into this AMENDMENT 1 in order to modify the Agreement;

WHEREAS, PMGAA and Concessionaire desire to provide for adjustments to MAG where there are extraordinary reductions in enplanements as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this AMENDMENT 1 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section Three, RENT AND FEES, Subsection 3.1, Definitions, is amended by adding the following new Section 3.1.7:

3.1.7 “Adjusted MAG Rent Period” means the period commencing on the first day of TWO (2) consecutive calendar months in which passenger enplanements are equal to or less than SEVENTY-FIVE PERCENT (75%) of enplanements for the corresponding Comparison Month and ending on the last day of the month immediately preceding TWO (2) consecutive calendar months in which enplanements are greater than SEVENTY-FIVE PERCENT (75%) of enplanements for the corresponding Comparison Month. For purposes of this Section 3.1.7, “Comparison Month” shall mean either (i) the same month in the immediately preceding calendar year or (ii) the same month in calendar year 2019, whichever month has the greater number of enplanements.

2. Section Three, RENT AND FEES, Subsection 3.1.3 is amended by inserting the following paragraph at the end of the definition of “MAG Rent”:

Notwithstanding the foregoing, during any Adjusted MAG Rent Period, each Monthly Installment of MAG Rent shall be reduced proportionately with the reduction in passenger enplanements for such month, and MAG Rent for the applicable Agreement Year(s) shall be prorated and adjusted accordingly to reflect this reduction of MAG Rent during the Adjusted MAG Rent Period. As an example for illustrative purposes only, if enplanements for a particular month during an Adjusted MAG Rent Period are equal to FORTY-FIVE PERCENT (45%) of enplanements for the same month in the immediately preceding year, the Monthly
Installment of MAG Rent would be FORTY-FIVE PERCENT (45%) of the Monthly Installment of MAG Rent otherwise payable for such month.

3. Section Three, RENT AND FEES, Subsection 3.3, Payments, is amended by adding the following new Section 3.3.3:

3.3.3 Adjusted MAG Rent Period. If Concessionaire shall have paid to PMGAA an amount (i) greater than Concessionaire is required for any month during the Adjusted MAG Rent Period, Concessionaire shall be entitled to a credit against Concessionaire’s next payment of Monthly Installment of MAG Rent for the amount of such overpayment, and (ii) less than the amounts required to be paid for the month(s) immediately following the cessation of an Adjusted MAG Rent Period, then Concessionaire shall pay such difference to PMGAA with Concessionaire’s next payment of Monthly Installment of MAG Rent. Concessionaire shall not be entitled to any refund as a result of an Adjusted MAG Rent Period except as may be applicable in SECTION 3.4.

All other terms and conditions of the Agreement, not changed by this AMENDMENT 1, remain in full force and effect.

PMGAA
Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority Authorized by the State of Arizona:

By: ________________________________  
Title: ______________________________ 
Date: ______________________________

Concessionaire
Lamar Airport Advertising Company a Nevada Corporation

By: ________________________________  
Title: ______________________________ 
Date: ______________________________
Board Action Item

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Network Services Company in partnership with Waxie Sanitary Supply
Date: July 21, 2020

Proposed Motion
To authorize the purchase of janitorial supplies from Network Services Company in partnership with Waxie Sanitary Supply for FY21, in an amount not to exceed $100,000.

Narrative
Phoenix-Mesa Gateway Airport Authority maintains facilities hosting commercial airline passengers and over 100 employees, as well as general aviation operations and various tenant and office space. Although the passenger activity has decreased due to COVID-19, the cleaning and frequency has increased, and the cost of janitorial supplies have increased as well. A primary function of the Operations and Maintenance Department is to ensure Airport facilities provide a clean, sanitary, and aesthetically pleasing environment for passengers, visitors, tenants, and staff. Janitorial and sanitary supplies, such as paper products, cleaning solutions, and cleaning tools, are required for health, safety, and satisfaction of customers, visitors, tenants, and employees.

Authorization to purchase janitorial supplies from Network Services Company in partnership with Waxie Sanitary Supply will allow PMGAA to utilize the pricing that was competitively bid for janitorial supplies.

PMGAA is a participating member of Omnia Partners, a cooperative purchasing organization. Omnia Partners’ Contract #202329-01, executed by City of Tucson with Network Services Company in partnership with Waxie Sanitary Supply for Janitorial Supplies, is available upon request.

Fiscal Impact
This expenditure was included in the FY21 operating budget and is funded under OPM Supplies & Maintenance: Operating Supplies.

Attachment(s)
Agreement to Use
RESOLUTION NO. 20-29

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

WHEREAS the Authority desires to authorize the purchase of janitorial supplies from Network Services Company in partnership with Waxie Sanitary Supply for FY21, in an amount not to exceed $100,000;

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

The Board of Directors of the Authority hereby authorizes the purchase of janitorial supplies from Network Services Company in partnership with Waxie Sanitary Supply for FY21, in an amount not to exceed $100,000. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 21st day of July, 2020.

Gail Barney, Chair

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
Whereas, the Phoenix-Mesa Gateway Airport Authority (PMGAA) is a member of the OMNIA Partners allowing it to utilize existing contracts entered into by other OMNIA Partners members; and

Whereas, City of Tucson has executed contract 202329-01 with NETWORK Services Company in partnership with WAXIE Sanitary Supply for Comprehensive Operational and Janitorial Supplies Solutions; and

Whereas, PMGAA and NETWORK Services Company in partnership with WAXIE Sanitary Supply desire to utilize the terms and conditions of City of Tucson contract 202329-01, including pricing that was competitively bid.

NOW THEREFORE, in consideration of the payment of fees and the performance by the parties of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

A. CONTRACT: This Agreement incorporates by reference and attachment all the terms and conditions of that certain cooperative purchasing contract 202329-01, between City of Tucson and NETWORK Services Company in partnership with WAXIE Sanitary Supply, except:
   1. All references to City of Tucson shall be replaced with Phoenix-Mesa Gateway Airport Authority;
   2. The contract between NETWORK Services Company in partnership with WAXIE Sanitary Supply and Phoenix-Mesa Gateway Airport Authority is independent of the City of Tucson contract 202329-01.
   3. Billing and Delivery information shall be stated on PMGAA's purchase order(s).
   4. This Agreement to Use shall not obligate PMGAA to purchase goods and/or services until PMGAA issues a purchase order to NETWORK Services Company in partnership with WAXIE Sanitary Supply for such goods and/or services.

To the extent applicable under Arizona Revised Statutes § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the Authority.

B. FEE FOR SERVICES: The fees to be utilized for this contract shall be as per original bid with City of Tucson, with the following exceptions:
   1. Quantities shall be adjusted to reflect the actual needs of PMGAA and detailed in PMGAA's purchase order issued to NETWORK Services Company in partnership with WAXIE Sanitary Supply.

C. CONTRACT TERM
This Agreement is effective as of June 11, 2020 and shall terminate on May 31, 2023, unless terminated, cancelled, or extended as provided in the original contract between City of Tucson and NETWORK Services Company in partnership with WAXIE Sanitary Supply.

The approval and continuation of this contract is subject to the availability of funds either provided to, made available to, or appropriated by the Phoenix-Mesa Gateway Airport Authority for this purpose. In the event that funds are not available or appropriated for Phoenix-Mesa Gateway Airport Authority’s payment requirements under this contract for the goods and/or services to be provided hereunder the Phoenix-Mesa
Gateway Airport Authority may terminate this contract by providing notice to the contractor of the lack of the availability of funds.

Executed as of the Effective Date.

**NETWORK Services Company in partnership with WAXIE Sanitary Supply**

By: [Signature]  
Name: Amanda Parent  
Title: Corporate Account Director  
Date: 01/22/2020

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

By: [Signature]  
Name: Chuck Olson  
Title: CPO  
Date: 01/17/2020
Board Action Item

To: Board of Directors
From: Shea Joachim, CEcD, Business Development Director
Through: J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Land Lease Agreement – Lot 50A
Date: July 21, 2020

Proposed Motion
To authorize a land lease with Cimarron Airpark LLC XVII for lot 50A, consisting of approximately 1.93 acres. The lease term is five (5) years, commencing on August 1, 2020, payable at a monthly rate of $3,849.05.

Narrative
Lot 50A consists of approximately 1.93 acres (the “Premises”). Cimarron Airpark LLC XVII (“Lessee”) has requested to lease the Premises to construct improvements that generally consist of a wash rack, runoff disposal system, and aircraft shade structures (the “Improvements”). The Improvements are specifically intended for aircraft owned by Top Aces Corporation.

Agreement Term and Rate
The term of the lease is five (5) years.

There are five (5) one-year option to extend the Term of the Lease.

The Base Rent is $3,849.05 per month ($46,188.60 annually) for the Premises. The Base Rent is subject to Consumer Price Index (CPI) increases on every three (3) year anniversary of the Effective Date and Market Adjustment on every ten (10) year anniversary of the Effective Date.

Attachment(s)
Land Lease Agreement
RESOLUTION NO. 20-30

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

WHEREAS the Authority desires to authorize a land lease with Cimarron Airpark, LLC XVII for lot 50A, consisting of approximately 1.93 acres. The lease term is five (5) years, commencing on August 1, 2020, payable at a monthly rate of $3,849.05;

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 land lease with Cimarron Airpark, LLC XXVII for lot 50A, consisting of approximately 1.93 acres. The lease term is five (5) years, commencing on August 1, 2020, payable at a monthly rate of $3,849.05. This resolution also authorizes the Chair or Executive Director/CEO to execute such Contract, with such insertions, 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 21st day of July, 2020.

Gail Barney, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
Phoenix-Mesa Gateway Airport Authority

LAND LEASE

with

CIMARRON AIRPARK LLC XVII

Effective Date: August 1, 2020
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This Land Lease (the “Lease”) is executed to be effective the FIRST (1ST) day of AUGUST 2020 (the “Effective Date”) between the PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized and existing under the laws of the State of Arizona (“Lessor”), and Cimarron Airpark LLC XVII, an Arizona limited liability company (“Lessee”). Lessor and Lessee may be referred to jointly as “Parties,” and each separately may be referred to as a “Party.”

WITNESSETH:

WHEREAS, Lessor is the owner and operator of the Phoenix-Mesa Gateway Airport generally located at the intersection of Ray Road and Sossaman Road, City of Mesa, Maricopa County, Arizona (the “Airport”); and

WHEREAS, Lessor has the right to lease, license and grant the use of property and facilities on the Airport and has full power and authority to enter into this Lease in respect thereof; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, that certain real property at the Airport, consisting of EIGHTY-THREE THOUSAND NINE HUNDRED SIXTY-SEVEN (83,967) square feet, and described as Lot 50A, as set forth in Exhibit A attached hereto (the “Premises”); and

WHEREAS, Lessor desires to lease the Premises to Lessee on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties do hereby undertake, promise and agree, each for itself and its successors and assigns, as follows:

1. LEASE.

Lessor hereby leases the Premises to Lessee, subject to all easements and rights of way that may encumber the Premises, and further subject to all operational and use restrictions and other terms and conditions set forth in this Lease.

1.1 Right to Use Premises. Lessor agrees that so long as no Event of Default shall have occurred and is continuing, Lessee shall peaceably have and enjoy the use of the Premises without hindrance from Lessor and those claiming through Lessor. Lessee specifically acknowledges that Lessee has inspected the Premises prior to entering into this Lease and agrees to accept the Premises in an “as is, where is” condition without any warranty or representation from Lessor, either express or implied, of any kind or nature whatsoever with respect to the Premises, including, but not limited to, any warranty of merchantability, habitability, or fitness for any particular or specific purpose, and all such warranties are hereby disclaimed, except for representations and warranties contained in this Lease. Should Lessee desire any inspection report, environmental assessment, survey, creation of a legal description, drainage report, or any similar study, Lessee shall be responsible for the same at Lessee’s sole expense. Lessor agrees to cooperate with Lessee (at no or nominal cost to Lessor) in connection with such activities and undertakings.

1.2 Reserved.
1.3 **Access.** Lessee is granted the right of reasonable access to and from the Premises via such portions of the Airport as are or may be necessary to allow Lessee to conduct its business operations permitted herein at and on the Premises and the Airport. Lessor reserves the right to designate the location of such access and to change its location from time to time, as Lessor deems reasonably necessary and appropriate; provided such changes do not materially interfere with Lessee’s use of or access to the Premises.

1.3.1 In connection with this Section 1.3, Lessor hereby grants to Lessee access to the South Apron or Ramp at any point along the boundary line between the Premises and the South Apron or Ramp and direct access to Taxiway Tango.

1.3.2 In connection with Section 1.3, Lessor hereby grants to Lessee access from the South Apron/Ramp road on a perpendicular and similarly wide new road, similarly delineated and striped, crossing Taxiway Tango to a point at the centerline ingress and egress route from the Premises to the South Ramp.

1.4 **Permitted Uses.** Subject to the provisions of SECTION 1.5, Lessee may use the Premises for the parking of Lessee and Top Aces Corporation owned aircraft and the maintenance, repair, overhaul, and assembly of aircraft owned by Lessee and Top Aces Corporation. Lessee’s use of the Premises and operation of its business at and on the Airport and the Premises is subject to all applicable laws, rules and regulations of any governmental authority, including Lessor, and to Lessee’s compliance with applicable provisions of the Airport Rules and Regulations and Minimum Standards.

1.5 **Prohibited Activities.** Lessee shall not use or permit its agents, employees, contractors, invitees, licensees or customers to use the Premises or the Airport for any use that is in violation of the Airport Rules and Regulations, the Airport Minimum Standards, any matters of record, or applicable laws, rules, regulations and operating policies of any governmental authority, including Lessor, or for any other activity or operation not specified in SECTION 1.4 herein, or that does not have advance, written approval of Lessor’s Executive Director.

1.6 **Lessee Representative.** Upon commencement of business operations at and on the Premises and the Airport, Lessee shall designate a representative for the term of this Lease who shall be available to Lessor and Lessee’s customers, if any, during normal business hours, and otherwise as required by the Airport Minimum Standards, as applicable.

1.7 **Lessee Acknowledgement.** Lessee acknowledges and agrees that its obligations to pay Base Rent and all other charges due and owing under the terms hereof shall be absolute and unconditional, and shall not be affected by any circumstances whatsoever, including, without limitation: (i) any set-off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor or the United States of America or anyone else for any reason whatsoever; (ii) any liens, encumbrances or rights of others with respect to the Premises; (iii) the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease or any lack of right, power or authority of Lessor or Lessee to enter into this Lease; (iv) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, or any other person; or (v) any other cause, whether similar or dissimilar to the foregoing, any future or present law notwithstanding, it being the intention of the Parties hereto that all rent being payable by Lessee hereunder shall continue to be payable in all events and in the manner and at the times provided herein.

2. **TERM.**

2.1 **Initial Term.** The initial term of this Lease shall be for a period of FIVE (5) years, commencing on the Effective Date and terminating on JULY 31, 2025 thereafter (the “Term”).

2.2 **Renewal Term(s).** Provided Lessee is not then in default of this Lease and subject to written approval of Lessor, the Parties shall have the option of extending the Term for FIVE (5) additional period(s) of ONE (1) year each (each, individually, an “Extension”). Lessee may initiate an Extension by giving written...
notice to Lessor of its desire to do so no later than ONE HUNDRED EIGHTY (180) calendar days prior to the expiration of the Term, as set forth in SECTION 2.1 herein. If Lessee has properly notified Lessor of its desire to exercise an Extension and Lessor approves such in writing, then Lessee’s Extension of the Term of this Lease shall become effective and all references herein to the “Term” shall mean the initial term as extended.

3. NONEXCLUSIVE RIGHTS.

Lessee shall have the exclusive right to occupy and use the Premises while in compliance with the terms and conditions of this Lease. All other rights granted to Lessee under this Lease are nonexclusive. Lessor may, in its sole discretion and at any time, permit third parties to conduct any and all business activities at the Airport that Lessor deems appropriate, or conduct such activities itself, provided that such activities do not require or materially interfere with Lessee’s use of the Premises.

4. RENT.

4.1 Base Rent. Subject to the increases provided in Sections 4.3 and 4.4 herein, Lessee agrees to pay Lessor annual rental for the use of the Premises in the amount of FORTY-SIX THOUSAND EIGHT-HUNDRED EIGHT DOLLARS ($46,188), payable in equal monthly installments of THREE THOUSAND EIGHT HUNDRED NINETY AND 05/100 DOLLARS ($3,849.05) (the Base Rent). The Base Rent shall be payable in advance, without any prior demand therefor and without any abatement, deductions or set-offs whatsoever, and tendered in lawful currency of the United States, either by check or electronic transfer.

4.2 Rent Commencement. Base Rent shall become due and payable on November 1, 2020.

4.3 CPI Increases. The annual Base Rent paid by Lessee shall be increased (but never decreased) on every THREE (3) year anniversary of the Effective Date of this Lease by a percentage equal to the percentage that the Consumer Price Index (CPI) (as defined below) increased during the immediately preceding THIRTY-SIX (36) month period ending NINETY (90) days prior to the end of the adjustment period. For purposes of this Lease, CPI means the United States Department of Labor, Bureau of Statistics Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average (1982-1984=100). If at any time CPI ceases to exist, Lessor may substitute any official index published by the Bureau of Labor Statistics or by a successor or similar government agency as may then exist and which in Lessor’s reasonable business judgment shall be most nearly equivalent to the CPI.

4.4 Market Adjustments to Base Rent.

4.4.1 Notwithstanding the Base Rent increases referenced in SECTION 4.3, the annual Base Rent shall be increased (but never decreased) on each TEN (10) year anniversary of the Effective Date of this Lease (the “Adjustment Date(s)”) as hereinafter set forth in this SECTION. On each such Adjustment Date, the Base Rent shall be adjusted to the fair market base rental rate of the Premises, in relation to comparable (in quality, size, and value) airport-related facilities.

4.4.2 Lessor’s determination of such fair market base rental rate for the Premises shall be delivered to Lessee no later than NINETY (90) calendar days prior to the Adjustment Date. If Lessee disputes Lessor’s determination of such fair market base rental rate, Lessee shall deliver written notice of such dispute, together with Lessee’s determination of such fair market base rent rate, to Lessor within THIRTY (30) calendar days of Lessee’s receipt of Lessor’s determination. The Parties shall then attempt in good faith to agree upon such fair market base rental rate. If the Parties fail to agree within FIFTEEN (15) business days, they shall, within SEVEN (7) calendar days thereafter, mutually appoint an appraiser to determine the fair market base rental rate. Said appraiser shall have at least FIVE (5) years of full-time commercial appraisal experience and be a member of the Appraisal Institute or comparable professional organization. If the Parties are unable to agree upon an appraiser within such SEVEN (7) calendar days, they shall, within FIVE (5) business days thereafter, apply to the president of the local Board of Realtors for the selection of an appraiser. The president of the Board of Realtors shall, within FIFTEEN (15) business days, select an appraiser with the above qualifications who has not acted in any capacity for either party within the prior TWO (2) years. Within SEVEN (7) calendar
days of the appointment (either by agreement or selection) of the appraiser, the Parties shall submit to the appraiser their respective determinations of the fair market base rental rate and any/all substantiated information. Within TWENTY (20) business days thereafter, the appraiser shall review each Party’s submittal (and such other information as the appraiser deems necessary) and shall select one Party’s submittal as representing the most reasonable approximation of such fair market base rental rate, and the appraiser’s fees and expenses shall be paid by the Party whose submittal was not selected.

4.5 **Airport Rates and Charges Schedule.** Lessee or its subtenants, as applicable and including its contractors, agents, etc., shall pay all fees identified in the most current *Airport Rates and Charges Schedule* and/or *Airport Fees, Services and Rental Rates Schedule* at the time of receipt of any covered service or use of any covered facilities, unless specifically outlined in this Lease. The current *Airport Rates and Charges Schedule* and *Airport Fees, Services and Rental Rates Schedule* is included as **EXHIBIT B** and is subject to change without prior notice to or approval of Lessee. Lessee acknowledges and agrees that Lessor may amend the *Airport Rates and Charges Schedule* and/or *Airport Fees, Services and Rental Rates Schedule* at any time at Lessor’s sole discretion, and that no fee shall apply to the use of the Premises or access to the Premises.

4.6 **Payment.**

4.6.1 Unless otherwise specified herein, the first payment of Base Rent shall be paid to Lessor upon the delivery of this Lease, for the period from the Effective Date until the end of the calendar month in which the Effective Date occurs, prorated on the basis of the number of such days to the total number of days in said month. Thereafter, all Base Rent payments shall be paid in monthly installments, in advance, on the first day of each calendar month (the “Base Rent Due Date”). On each such date, Lessee shall pay the full Base Rent payment.

4.6.2 No payment to or receipt by Lessor of a lesser amount than that which is due and payable under the provisions of this Lease at the time of such payment shall be deemed to be other than a payment on account of the earliest payment due, nor shall any endorsement or statement on any check or payment prejudice in any way Lessor’s right to recover the balance of such payment or pursue any other remedy provided in this Lease or by law.

4.6.3 All payments (and reports, if any) required by this SECTION 4.6 shall be remitted to the following address by the due date(s) specified hereinabove:

Phoenix-Mesa Gateway Airport Authority
Attn.: Department of Finance (Accounts Receivable)
5835 S. Sossaman Road
Mesa, Arizona 85212-6014

or such other address specified in writing by Lessor to Lessee.

4.7 **Finance Charges and Late Fees.** If Lessee fails to pay any installment of Base Rent or any other charge due and owing to Lessor in full on or before the applicable due date, Lessee shall be responsible for interest on the unpaid installment at the rate of EIGHTEEN PERCENT (18%) per annum (but not to exceed the maximum interest rate permissible by law), from the due date until payment in full is made. In addition, in the event any installment of Base Rent or other charge owing to Lessor is paid more than TEN (10) days after the due date, a late penalty of TEN PERCENT (10%) of the amount of such delinquent Base Rent installment or other charge shall be due and payable in addition thereto.

4.8 **Taxes.** Lessee shall pay, prior to delinquency, any leasehold tax, sales tax, personal property tax, transaction privilege tax, license or permit fee, or any other tax or assessment imposed against the Premises or as the result of Lessee’s occupancy of Premises or conduct of any activity at the Airport under authority of this Lease, including any such tax assessable on Lessor, during the Term. Lessee shall pay such taxes and assessments directly to the taxing authority charges with collecting such taxes and assessments, provided that in the event that laws or judicial decisions result in the imposition of a real property tax or any other form of tax or imposition on the interest of Lessor, to the extent such taxes are reasonably attributable to the Premises or a portion thereof or the operation of Lessee’s business, Lessee shall pay such amounts to Lessor in the
manner set forth in Section 4.6. Such taxes to be paid directly to Lessor include, without limitation, payment of all rent taxes, i.e. taxes imposed specifically on the gross receipts in the form of rent received by Lessor.

4.9 Survival. Lessee’s obligation to pay all amounts stated herein, together with any interest thereon and/or penalties therefor, shall survive the termination of this Lease.

5. PERFORMANCE GUARANTEE.

5.1 Security Deposit.

5.1.1 On or before the Effective Date, Lessee shall pay to Lessor an amount equivalent to SEVEN THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS ($7,697.00), as a security deposit (the “Security Deposit) to insure the faithful performance of all of Lessee’s obligations hereunder.

5.1.2 The Security Deposit, at the election of Lessor, may be applied in reduction of any loss and/or damage sustained by Lessor by reason of the occurrence of any breach, nonperformance or default by Lessee under this Lease without the waiver of any other right or remedy available to Lessor at law, in equity or under the terms of this Lease. If any portion of the Security Deposit is so used or applied, Lessee shall, within FIVE (5) business days after written notice from Lessor, deposit with Lessor immediately available funds in an amount sufficient to restore the Security Deposit to its original amount. In the event of a sale or other transfer of the Premises by Lessor, Lessor shall transfer the remaining balance (if any) of the Security Deposit to Lessor’s successor in interest, whereupon Lessee shall be released from liability to Lessor for the return of such Security Deposit. Unless this Lease is terminated as a result of Lessee’s default whereupon Lessee shall immediately forfeit its Security Deposit to Lessor, upon termination, Lessor shall return to Lessee all portions of the Security Deposit which were not otherwise applied by Lessor as permitted above. Lessor shall have no obligation to maintain a separate account for such security deposit and shall have no obligation to pay interest thereon.

5.2 Payment and Performance Guarantee.

5.2.1 Payment Guarantee. Notwithstanding and in addition to the Security Deposit, Lessee shall protect claimants supplying labor and materials in connection with any construction on the Premises, by providing, at Lessee’s sole cost and expense and prior to commencement of construction of any improvements on the Premises, one of the following instruments, chosen at Lessee’s discretion:

(a) Payment Bond. Lessee shall require the contractor to provide a labor and materials payment bond in the full contract amount to protect claimants supplying labor and materials in connection with the construction. The bond shall comply in all respects with the requirements of A.R.S. § 33-1003 as it may be amended or renumbered from time to time. The parties agree that Lessee is not a public body, and the improvements to be constructed under this Lease by Lessee at Lessee’s sole cost are not public buildings, public works or public improvements. The bond shall be issued by a surety company reasonably acceptable to Lessor and duly licensed for such undertaking in the state of Arizona and shall be accompanied by a power of attorney disclosing the authority of the person executing it on behalf of the surety. The bond and a copy of the contract shall be recorded in the office of the Maricopa County Recorder as required under A.R.S. § 33-1003, and a copy of the bond shall be provided to Lessor; or

(b) Letter of Credit. Such instrument (“Letter of Credit”) shall be irrevocable, in an amount equal to the total amount of the construction contract(s) for the construction of the Improvements (as defined in Section 7 below) plus TEN PERCENT (10%) of such amount (“Improvement Costs”) and be issued to Lessee by a financial institution (“Bank”) reasonably acceptable to Lessor. The Letter of Credit shall have a term extending from the date of commencement of construction until the date which is TWENTY-FOUR (24) months thereafter, after which date it shall be renewed on a year-to-year basis until construction of such Improvements is completed, and final and unconditional lien waivers have been obtained from all contractors supplying labor and materials in connection with the construction. Should Lessee utilize the Letter of Credit option hereunder, and should Lessee fail to pay any sum owing to contractors supplying labor and materials in connection with the construction then, in addition to any other remedies set forth in this
Lease, Lessor shall be entitled to apply to the Bank, following a period of THIRTY (30) calendar days prior written notice to Lessee (which notice shall include a reasonably-detailed description of Lessee’s failure to pay any sum owing), for release to Lessor (in accordance with the terms of the Letter of Credit) from the Letter of Credit of a dollar amount sufficient to pay amounts owing to contractors supplying labor and materials in connection with the construction and obtain final, unconditional lien waivers in connection therewith. Lessor’s application shall contain evidence of the failure of payment and the estimated dollar amount needed to satisfy payment obligations. The terms of the Letter of Credit shall require prompt payment to Lessor for the amount set forth in Lessor’s application upon satisfaction of the conditions set forth in the Letter of Credit. Upon and following any partial payment to Lessor, the Letter of Credit shall remain in full force for the remaining undisbursed amount of the Letter of Credit to accommodate further applications, if any, and shall not be subject to cancellation or revocation until fully drawn or otherwise released or satisfied upon completion of construction of the Improvements and final, unconditional lien waivers have been obtained from all contractors supplying labor and materials in connection with the construction. Lessor must approve the form and content of any Letter of Credit in writing, which approval shall not be unreasonably withheld, conditioned, or delayed.

5.2.2 Performance Guarantee. In addition to the Security Deposit, Lessee’s obligation to timely complete the Improvements shall be secured, at Lessee’s sole cost and expense and prior to commencement of construction of said improvements, by any one of the following instruments, chosen at Lessee’s discretion:

(a) Performance Bond. Lessee shall require the contractor to provide a performance bond in the full contract amount conditioned upon the faithful performance of the contract in accordance with plans, specifications and conditions thereof. The bond shall be in a form reasonably acceptable to Lessor; shall be issued by a surety company reasonably acceptable to Lessor and duly licensed for such undertaking in the state of Arizona; and shall be accompanied by a power of attorney disclosing the authority of the person executing it on behalf of the surety.; or

(b) Completion Bond. Lessee shall deliver to Lessor a completion bond in form and substance reasonably acceptable to Lessor pursuant to which Lessor shall have the unconditional, direct and unilateral right to draw upon or use such bond for completion of construction of the Improvements under Section 7.1 of this Lease if an Event of Default occurs and is continuing under Section 7.2.2 of this Lease. The bond shall be in a form reasonably acceptable to Lessor; shall be issued by a surety company reasonably acceptable to Lessor and duly licensed for such undertaking in the state of Arizona; and shall be accompanied by a power of attorney disclosing the authority of the person executing it on behalf of the surety.

6. AIRPORT OPERATING AGREEMENT.

If and to the extent that Lessee, including its subtenants, contractors, and agents, operates aircraft at or on the Airport, Lessee shall enter, or shall cause its subtenant, contractor or agent to enter into an operating agreement with Lessor covering such operations prior to the commencement of any such operations. The current form of the Airport Operating Agreement is included in EXHIBIT C and is subject to change without prior notice or approval of Lessee. If any of Lessee’s subtenants, subcontractors or agents have not entered into its own Airport Operating Agreement and is operating under Lessee’s Airport Operating Agreement, Lessee shall be responsible for compliance by subtenants, contractors or agents with Lessee’s Airport Operating Agreement. Lessee shall be responsible for compliance by its subtenants, contractors and agents with the Airport Rules and Regulations and Minimum Standards, as appropriate.

7. IMPROVEMENTS.

7.1 Construction by Lessee. Lessee shall, at its sole cost and expense, construct improvements on the Premises that generally shall consist of those improvements described in Section 7.1.2.1, Section 7.1.2.2, and Section 7.1.2.3 (collectively, the “Improvements”) and in accordance with a site plan prepared by Lessee and approved by Lessor’s Design Review Committee, such approval not to be unreasonably withheld or delayed, and in compliance with all applicable governmental regulations, restrictions and building codes. Lessor and Lessee agree that Lessee shall be solely responsible for: (i) any required connection(s) between the Premises
and the terminating point of the existing vehicular access way to the Premises, as reasonably required by Lessor; (ii) constructing all Improvements necessary to bring all utilities onto the Premises, including, without limitation, electrical, gas, water, sewer, cable and telephone utilities; (iii) installing all utility meters and water and sewer lines to service all Improvements constructed on the Premises; and (iv) constructing all Improvements necessary to connect the Premises to existing taxiways or taxilanes in accordance with and if allowable under all Airport and FAA rules, regulations and other requirements.

7.1.1. Existing Improvements. Lessor and Lessee acknowledge the existing improvements upon the Premises consisting of two (2) jet engine test cell noise suppressors and assorted parts and connectors; a steel shaded roof structure supported by steel columns; a chain link fence; existing concrete aprons and drive approaches as set forth in Exhibit F-1 attached hereto (the “Existing Improvements”). Lessor hereby conveys to Lessee any rights and interest that Lessor has in the Existing Improvements upon the Effective Date of this Lease. Lessor shall deliver, and Lessee shall accept, the Existing Improvements as is, where is. Lessee’s acceptance of the Existing Improvements shall be at Lessee’s sole risk, and Lessor makes no representation or warranties regarding the Existing Improvements, including, but not limited to, their condition. Lessee shall, at its sole cost and expense, be responsible for the demolition and removal of all Existing Improvements upon the Premises for the construction of Lessee’s Improvements (as defined in Section 7.1.2 herein). Lessee shall complete demolition of the Existing Improvements within NINETY (90) days of the Effective Date.

7.1.2 For clarity, it is Lessee’s intent, at its sole cost and expense, to construct improvements on the Premises that generally shall consist of the following:

7.1.2.1. Install concrete paving of all unpaved areas with aircraft tie-downs and foundation bases for future covered shaded aircraft parking;

7.1.2.2. Install covered shaded aircraft parking structures.

7.1.2.3. Install a wash rack and runoff disposal system.

7.2 Construction Milestones. Lessee shall construct its Improvements pursuant to the following schedule (each of which events are herein called a “Construction Milestone”):

7.2.1 Lessee shall submit its Improvement design plans to Lessor for review and approval not later than according to the following schedule.

7.2.1.1 Construction Improvement 7.1.2.1: November 1 2020;

7.2.1.2. Construction Improvement 7.1.2.2: November 1, 2020;

7.2.1.3. Construction Improvement 7.1.2.3: November 1, 2020;

7.2.2. Lessee shall submit its Improvement construction plans to the City of Mesa for a construction permit, if necessary, no later than three (3) months following Airport approval in accordance with the schedule in Section 7.2.1.

7.2.3. Lessee shall commence construction of the Improvements and provide written notice to Lessor of such within SIXTY (60) calendar days after the issuance of all necessary construction permits and receipt of all approvals required for such, including any approvals required from the FAA, but no later than January 1, 2021. If Lessee fails to commence construction within SIXTY (60) calendar days after the issuance of all necessary construction permits and receipt of all approvals required for such, including any approvals required from the FAA, but subject to any applicable notice and cure periods provided for in Section 11, Lessor shall have the right to terminate this Lease by written notice to Lessee delivered at any time prior to commencement of construction. For purposes of this section “commencement of construction” shall be the date on which Lessee has obtained it permits, has executed a contract for construction of the Improvements and has engaged in material work, such as grading or pouring of footings and slabs.
7.2.4 Lessee shall complete construction of all Improvements to be constructed by Lessee at and on the Premises, and shall have obtained a Certificate of Occupancy (or its equivalent) from the City of Mesa therefor, no later than March 1, 2021.

7.2.5 If Lessee fails to complete construction by the date specified in SECTION 7.2.4, Lessee shall pay to Lessor an amount equal to ($500.00) for each day that Lessee is late completing such construction (a “Late Completion Fee”), which payment by Lessee shall be in addition to any Base Rent due from Lessee hereunder. Lessee shall pay Lessor all Late Completion Fees to Lessor on the FIRST (1st) day of the month following the date on which such Late Completion Fee first accrues, until such time as all Late Completion Fees are paid in full. If Lessee is unable to meet a Construction Milestone for reasons beyond Lessee’s reasonable control, then the applicable Construction Milestone shall be extended by ONE (1) day for each day of such delay, as determined in Lessor’s sole and absolute discretion.

7.3 No Alterations. Lessee shall make no material improvements or alterations to the Premises during the Term of this Lease without the prior written permission of Lessor, which shall not be unreasonably withheld or delayed and, if and to the extent applicable, without the approval by Lessor’s Design Review Committee. Lessee shall provide Lessor with electronic as-built drawings (or their equivalent) when any improvement or alteration is completed for which such drawings are reasonably required.

7.4 Title to Alterations and Improvements. Title to all Improvements and Alterations on the Premises (but not personal property or trade fixtures) shall vest in Lessor upon the expiration or termination of this Lease, and Lessee agrees to execute and deliver to Lessor, within TEN (10) business days after Lessor’s request therefor, a quitclaim deed confirming that title to such improvements and alterations is vested in Lessor.

7.5 Mechanics’ Liens. Lessee shall keep the Premises and all improvements constructed by Lessee thereon free of any mechanic or materialmen’s liens. In the event that any such lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Premises by bonding or otherwise within THIRTY (30) calendar days of notice thereof.

7.6 Permit Required. Lessee shall be responsible for determining whether it is subject to local building/construction codes or permit requirements, and for compliance with them to the extent they are applicable. All structural, electrical, plumbing or mechanical construction or reconstruction shall conform to City of Mesa (the “City”) construction and technical codes. No such work shall be commenced without first submitting required plans and obtaining required permits from the City. All such work shall be permitted, inspected and approved by the City prior to concealment or use. Lessee shall provide to Lessor a contemporaneous copy of Lessee’s permit application and the associated plans and specifications.

7.7 Damage or Destruction. Lessee shall maintain insurance on all of Lessee’s improvements to the Premises. In the event that all or any portion Lessee’s improvements are destroyed or rendered unusable due to fire or other catastrophe, Lessee shall replace, repair, restore, modify or improve said improvements, subject to the provisions of SECTION 7.6, using available insurance proceeds together with any additional funds from other available sources, or, alternatively, Lessee shall pay the replacement cost of the improvements to Lessor.

8. MAINTENANCE.

8.1 Lessee Responsibilities. Lessee shall, at its sole cost and expense, keep the Premises and all Improvements thereon, in a neat and clean condition and in good order and repair throughout the Term. Lessee shall prepare, maintain and follow a preventative maintenance schedule in keeping with industry-standard good practices for all mechanical, electrical, plumbing, drain, piping, and air conditioning systems on the Premises. Lessee’s maintenance of the Premises shall include, without limitation, the inspection, servicing and repair of all improvements, including pest control, landscaping and grounds maintenance.

8.2 Damage to Lessor Property. Any real or personal property of Lessor damaged or destroyed by Lessee as a result of Lessee’s use or occupancy of the Premises shall be promptly repaired or replaced by
Lessee to the satisfaction of Lessor. In lieu of such repair or replacement, where required by Lessor, Lessee shall pay to Lessor an amount sufficient to compensate for the loss sustained by Lessor.

8.3 Trash Removal. Lessee shall at all times keep the Premises in a neat, clean, safe, sanitary and orderly condition and shall keep such area free of all trash and debris. Lessee shall be responsible for all trash removal from the Premises and Lessee shall deposit all trash and debris only at collection stations located on or in proximity to the Premises, in accordance with City code.

8.4 Emergency Repairs. Within FIFTEEN (15) days of the Effective Date, Lessee shall provide Lessor with a list of names and telephone numbers for 24-hour emergency contact for the Premises. Lessee shall promptly provide Lessor with updated lists and changes as they occur.

9. ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS.

9.1 Any Transfer of Lease Interest Requires Lessor Advance Written Approval. In the event Lessee desires to transfer, assign, encumber, pledge or hypothecate any portion of its interest in this Lease or any right or interest hereunder (including, but not limited to as part of a mortgagor deed of trust or an assignment by means of a foreclosure or trustee’s sale thereunder)(individually and collectively, “Transfer”), or sublet the Premises or any part thereof, Lessee must obtain the prior written consent of Lessor, with such consent to be in sole and absolute discretion of Lessor without exception. Where Lessor approves in writing of such Transfer, Lessor shall be entitled to request and acquire written financial assurances, including, but not limited to financial statements, business plans and other information related to the financial condition and plans of any proposed transferee. Further, Lessor, may in its sole and absolute discretion require that Lessee still be liable at law and at equity, as well as financially liable, under the Lease, regardless of whether the assignee expressly assumes in writing all of Lessee’s obligations under this Lease or in the case of a sublease. Lessee understands and agrees to these terms and conditions regarding any proposed Transfer, and that any violation of this Section 9, may irreparably harm Lessor as the requirements set forth herein are directly related to PMGAA’s (and any Lessee’s) legal and financial obligations to the Federal Aviation Administration. This section 9 shall remain valid and enforceable even in the event of amendment to or repeal of FAA regulations, so long as this section 9 does not directly conflict therewith.

9.2 Lessee’s Required Advance Notice to Lessor of Proposed Transfer. In order for Lessor to even consider a Transfer, Lessee must: (i) notify Lessor in writing at least Forty-five (45) days prior to such proposed transfer; (ii) deliver to Lessor, at the time of Lessee’s notice, current financial statements of Lessee and the proposed transferee (along with transferee’s business plans) that are reasonably acceptable to Lessor; and (iii) the transferee assumes and agrees in writing to perform Lessee’s obligations under this Lease. However, nothing herein shall be construed as Lessor providing its consent to any Transfer or relieving Lessee of any legal, financial or other obligation under the Lease, regardless of Lessor’s acceptance or refusal to accept such proposed transfer of Lease. For purposes of this Section 9.2, “Affiliate” means any person or entity that, directly or indirectly, controls, is controlled by or is under common control with Lessee. For purposes of this definition, “control” shall mean possessing the power to direct or cause the direction of the management and policies of the entity by the ownership of a majority of the voting securities of the entity.

9.3 Deemed Transfers. For the purposes of this Lease, a Transfer shall be deemed to include the following: (i) if Lessee is a corporation, partnership, limited liability company or other legal entity, the transfer of any ownership interest in such entity resulting in a change in the present control of such entity by the person or persons owning a majority of the ownership interest thereof as of the date of this Lease; provided, however, if Lessee is a corporation whose stock is traded on a nationally recognized stock exchange, the transfer of Lessee’s stock shall not constitute a Transfer requiring Lessor’s consent; or (ii) the sale of TWENTY-FIVE PERCENT (25%) or more in value of the assets of Lessee.

9.4 Subletting.

9.4.1 Lessee may sublease all or portions of the Premises if the following conditions are met:
PMGAA Land Lease (CIMARRON AIRPARK LLC XVII)  
August 1, 2020

a. The sublease (including any amendments or modifications thereto) is in the form that is approved in advance and in writing by Lessor, (except for changes that do not materially impact Lessor's rights and interests).

b. Rent for subleased premises shall not be less than fair market value unless otherwise approved in writing by Lessor.

c. The sublease(s) and sublessee(s) shall at all times be subject to the terms and conditions of this Lease.

d. The permitted and prohibited uses of the Premises under any sublease shall be the same as that permitted and prohibited under this Lease. Sublessees shall agree in the sublease not to engage in any Prohibited Use.

e. The term of any sublease shall not extend beyond the stated expiration of this Lease.

f. Except for the payment of a security deposit, the sublessee under such sublease shall not pay rent more than SIX (6) months in advance of its due date under the sublease.

9.4.2 Upon request from Lessee and/or any sublessee, Lessor shall enter into a Non-Disturbance and Attornment Agreement (in form and substance reasonably acceptable to Lessor, Lessee, sublessee and any applicable Leasehold Mortgagee as defined in Section 22.2) so long as (i) the conditions of Section 9.2.1 have been met; (ii) the sublessee is not then in default beyond an applicable notice and cure period under the sublease and there is no existing Event of Default under this Lease; and (iii) the sublessee does not have a history of five (5) or more documented events of noncompliance with the Airport Rules and Regulations or Airport Minimum Standards. All legal fees incurred by Lessor in connection with any reasonably necessary legal counsel review and approval of a Non-Disturbance and Attornment Agreement shall be paid in advance by Lessee.

9.4.3 Lessee shall not permit any sublessee unescorted access to the secured areas of the Airport unless and until the sublessee has obtained its own valid Airport security clearance and media from Lessor. Lessee acknowledges that it may take THIRTY (30) calendar days or more to process sublessee for security clearance and media.

9.4.4 Lessee shall submit a copy of each fully executed sublease to Lessor as soon as possible, but no later than FIVE (5) business days after execution.

9.5 Non-Disturbance. Lessor agrees, for the benefit of all subtenants of all or any part of the Premises, that if this Lease or Lessee’s right to possession of the Premises is terminated for default or otherwise, all subleases of all or any part of the Premises, except any sublease to an affiliate of Lessee, shall continue in full force and effect, notwithstanding the termination, as direct leases between Lessor and the subtenants and all such subtenants shall, upon request, attorn in writing to Lessor.

10. IDENTIFICATION SIGNS.

Lessee may install on the building in which the Premises is located, a sign or signs identifying its business on the exterior of the Premises; provided, however, that the general type, size, and location of such sign(s) shall conform to Lessor’s Comprehensive Sign Plan, be approved in writing by Lessor in advance of installation and be subject to any signage rules, codes and/or regulations of any governmental authority.

11. DEFAULT; TERMINATION BY LESSOR.

11.1 Events of Default. Each of the following shall constitute a material default of this Lease by Lessee (an “Event of Default”):
11.1.1 Failure to pay any installment of Base Rent or other amount due from Lessee hereunder, or required by any other agreement between the Parties, provided that Lessee does not cure such failure within TEN (10) business days after delivery by Lessor of a written notice of such failure.

11.1.2 Failure to perform any of its other obligations under this Lease, provided that Lessee does not cure such failure within THIRTY (30) calendar days after delivery by Lessor of a written notice of such default; provided, however, if a cure of the default reasonably requires more than THIRTY (30) calendar days to complete, then the time to cure shall be extended so long as the cure is being diligently pursued.

11.1.3 The filing of any mechanic’s, materialmen’s or other lien or any kind against the Premises because of any act or omission of Lessee which lien is not discharged, by bonding or otherwise, within THIRTY (30) calendar days of receipt of actual notice thereof by Lessee.

11.1.4 The Transfer or attempted transfer of any interest in the Lease to any transferee without Lessor’s advance written authorization, which Lessor may withhold in its sole and absolute discretion.

11.2 Lessor’s Remedies. Upon the occurrence of an Event of Default under this Lease, Lessor may, without prejudice to any other rights and remedies available to a Lessor at law, in equity or by statute, exercise one or more of the following remedies, all of which shall be construed and held to be cumulative and non-exclusive:

11.2.1 Terminate this Lease and re-enter and take possession of the Premises; or

11.2.2 Without terminating this Lease, re-enter and take possession of the Premises; or

11.2.3 Without such re-entry, recover possession of the Premises in the manner prescribed by any statute relating to summary process, and any demand for Base Rent, re-entry for condition broken, and any and all notices to quit, or other formalities of any nature to which Lessee may be entitled, are hereby specifically waived to the extent permitted by law; or

11.2.4 With or without terminating this Lease, Lessor may re-let the Premises or any portion thereof.

11.3 No Implied Termination. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have notified Lessee in writing that it has so elected to terminate this Lease. Lessee hereby waives all claims based on Lessor’s reentering and taking possession of the Premises, or removing and storing the property of Lessee, and shall save Lessor harmless from all losses, costs or damages occasioned thereby. No such reentry shall be considered or construed to be a forcible entry by Lessor.

11.4 Lessor’s Current Damages. Upon the occurrence and during the continuance of an Event of Default, Lessor is authorized to make such repairs, refurbishments or improvements to the Premises as may be necessary for the purpose of attempting to re-let the Premises, and the reasonable costs and expenses incurred in respect of such repairs, redecorating, refurbishments and improvements shall be paid by Lessee to Lessor within TEN (10) business days after receipt of Lessor’s statement. If Lessor exercises any of the remedies stated above, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of the Event of Default, which shall include, without limitation, (i) the equivalent of the amount of the Base Rent and all other payments which would be payable under this Lease by Lessee for the remainder of the Term as if this Lease were still in effect, less (ii) the net proceeds of any re-letting by Lessor after deducting all of Lessor’s reasonable expenses in connection with such re-letting, which shall include, without limitation, repossession costs, repairs, redecorating, refurbishments or improvements to the Premises, brokerage commissions, attorneys’ fees, and legal expenses. Lessee shall pay such current damages to Lessor, in the amount set forth in the preceding sentence (“Deficiency”), in monthly installments on the days on which the Base Rent would have been payable under this Lease as if this Lease were still in effect.

11.5 Lessor’s Final Damages. At any time after an Event of Default, whether or not Lessor shall have collected any monthly Deficiency as set forth above, Lessor shall be entitled to recover (without duplication) from Lessee, and Lessee shall pay to Lessor, promptly on demand, as Lessor’s final damages for
the applicable Event of Default, the sum of (a) the then present worth (at a discount of SIX PERCENT (6%) per annum) of (i) the aggregate of the Base Rent and all other amounts to be paid by Lessee hereunder for the unexpired portion of the Term of this Lease (assuming this Lease had not been terminated), less (ii) the amount of Rent and any losses that could have been reasonably avoided, plus (b) reasonable repossession costs, reasonable Lessor’s expenses in connection with any attempts it may have made to re-let the Premises (which shall include, without limitation, repairs, refurbishments or improvements to the Premises and ‘brokerage commissions’), reasonable attorneys’ fees, reasonable legal expenses, and all other damages incurred by Lessor as a result of such Event of Default.

11.6 No Waiver by Lessor. No waiver by Lessor of any breach or default by Lessee in the performance of its obligations under this Lease shall be deemed to be a waiver of any subsequent default by Lessee in the performance of any such obligations, and no express waiver shall affect an Event of Default in a manner other than as specified in said waiver. The consent or approval by Lessor to or of any act by Lessee requiring Lessor’s consent or approval shall not be deemed to waive or render unnecessary Lessor’s consent or approval to or of any subsequent similar acts by Lessee.

11.7 Content of Default Notice. Any default notice tendered to Lessee hereunder shall be deemed to be sufficient if it is reasonably calculated to put Lessee on inquiry as to the nature and extent of such default, and is made in accordance with SECTION 19 herein.

11.8 Limitation on Exercise of Termination Remedy by Lessor. Notwithstanding anything to the contrary in SECTION 11.2 hereinafter, if an Event of Default occurs, Lessor shall not have the remedy of terminating this Lease or of taking possession of the Premises unless: (i) the Event of Default consists of a failure to pay Base Rent or other amounts owed to Lessor; (ii) Lessor has no other remedy that is adequate to protect Lessor’s interests; or (iii) the Event of Default involves noncompliance with Section 42. Other remedies that are available to Lessor include self-help and recovery of damages, and nothing in this SECTION 11 shall limit the exercise of any such other remedy.

11.9 Waiver of Landlord’s Lien. Lessor hereby waives all statutory or common law landlord’s lien rights with respect to personal property located on the Premises.

12. ASSUMPTION OF CRITICAL OPERATIONS.

In the event that Lessee voluntarily abandons or is prevented from furnishing any of its required commercial services which have been deemed by Lessor in advance and in writing to Lessee to be critical to the operation of the Airport (other than due to Unavoidable Delay), and Lessee has received and is in agreement with said notification, Lessor shall have the immediate right or, if time permits, upon TWENTY-FOUR (24) hours advance written notice to Lessee, to assume responsibility for providing such critical services until such time as Lessee or another entity acceptable to Lessor assumes responsibility for providing those critical services. In exercising such right, Lessor may take temporary control of the Premises, or any portion thereof involved in providing such commercial services, together with whatever improvements, fixtures and equipment on the Premises as are necessary to provide the critical services without waiving any of Lessor’s rights hereunder. In the event Lessor takes temporary control of the Premises or any portion thereof, Lessor shall pay to Lessee such rent or fees reasonably commensurate with Lessor’s assumption and use of that portion of the Premises to provide those critical, commercial services.

13. INDEMNIFICATION.

13.1 Lessee’s Indemnity. Except for the actions and omissions of Lessor and its agents, contractors, employees and representatives, to the fullest extent permitted by law, Lessee hereby agrees to defend, indemnify and hold harmless Lessor and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions and employees (hereinafter referred to collectively as the “Lessor” for purposes of this Section 13 for, from and against any and all third-party claims, causes of action, liability, suits, litigation (including reasonable attorney’s fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever, including, without limitation, claims of loss or
damage or other causes of action including breach of contract from other tenants of the Airport, to the extent such arise out of or in connection with (i) Lessee’s use, operation and maintenance of the Premises, or (ii) any negligent act or omission or intentional misconduct by Lessee or its agents, employees, contractors, or subcontractors (hereinafter referred to collectively as “Lessee” for purposes of this Section 13) on the Premises or the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property or other damages or losses to Lessor, or (iii) the failure of Lessee to comply with any provisions of this Lease. This indemnification shall exclude responsibility for claims to the extent arising by reason of the negligent or wrongful acts or omissions of Lessor or its employees, contractors or agents.

13.2 Lessor’s Indemnity. Except for the actions and omissions of Lessee and its agents, contractors, employees, managers and representatives, to the fullest extent permitted by law, Lessor hereby agrees to defend, indemnify and hold harmless Lessee and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions and employees (hereinafter referred to collectively as the “Lessee” for purposes of this Section 13.2) for, from and against any and all third-party claims, causes of action, liability, suits, litigation (including reasonable attorney’s fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever to the extent such arise out of or in connection with (i) any negligent act or omission or intentional misconduct by Lessor or its agents, employees, contractors, or subcontractors (hereinafter referred to collectively as “Lessor” for purposes of this Section 13.2) on the Premises, and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property or other damages or losses to Lessor, or (ii) the failure of Lessor to comply with any provisions of this Lease. This indemnification shall exclude responsibility for any damages and for claims arising by reason of the acts or omissions of Lessee or its employees, contractors or agents.

14. ENVIRONMENTAL PROTECTION.

14.1 Definitions. Unless the context shall clearly require otherwise, the terms defined in this Section 14.1 shall, for all purposes of this Lease and of any agreement amendatory hereof or supplemental hereto, have the meanings herein specified, with the following definitions to be equally applicable to both the single and plural forms of any of the following:

14.1.1 Environmental Laws. The term “Environmental Laws” shall mean any one or all of the following, as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; the Toxic Substances Control Act, 15 USC Section 2601 et seq.; the Safe Drinking Water Act, 42 USC Section 300f et seq.; the Clean Water Act, 33 USC Section 1251 et seq.; the Clean Air Act, 42 USC Section 7401 et seq.; the Arizona Hazardous Waste Management Act, A.R.S. Section 49-921 et seq. the Arizona Environmental Quality Act, A.R.S. Title 49, as amended; and all regulations thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land, or that govern the use of hazardous materials, hazardous waste and hazardous substances and petroleum products.

14.1.2 Hazardous Material. The term “Hazardous Material” shall mean any toxic or hazardous material, substance or waste, or any pollutant or contaminant as defined or regulated pursuant to any Environmental Law and petroleum products. For purposes of this definition, petroleum includes petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading and finishing (e.g., distillate fuel oils, petroleum solvents and used oils).

14.2 RESERVED

14.3 Environmental Compliance.
14.3.1 Lessee shall, at the Lessee’s own expense, comply with all present and hereafter enacted Environmental Law, including any amendments thereto, affecting Lessee’s activities on and property interest in the Premises during the period of Lessee’s occupancy of thereof under this Lease. To the extent that Lessor, or any Lessor’s employees, agents or contractors, conducts any activities on the Premises during the period of Lessee’s occupancy, Lessee shall, at Lessor’s own expense, comply with all present and hereafter Environmental Law, including any amendments thereto, affecting any of Lessor’s activities on the Premises.

14.3.2 Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises or the Airport by Lessee’s agents, employees, contractors or invitees in violation or threatened or suspected violation of any Environmental Law. The Parties recognize and agree that Lessee may bring on the Premises and Airport and use Hazardous Material that is ordinarily and customarily used in the conduct of Lessee’s permitted activities under this Lease, provided that such use shall comply fully with all applicable Environmental Laws. Lessor shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises or by Lessor’s agents, employees, contractors for any activity Lessor conducts on the Premises during Lessee’s occupancy, without prior notification to and approval by Lessee (which shall not be unreasonably withheld), and any such use or presence shall be in compliance with Environmental Law.

14.3.3 RESERVED

14.4 Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, defend (with counsel reasonably acceptable to Lessor), protect and hold harmless Lessor and its employees and agents for, from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity ("Environmental Damages") which are incurred or assessed as a result of any of Lessee’s activities or operations on the Premises or Airport. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the property, land, soil and underground or surface water as required under the law. Lessee’s obligations and liabilities under this Section 14.4 shall survive the termination of this Lease. The indemnification of Lessor by Lessee as described above includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision. Lessor reserves the right to seek injunctive relief as may be permitted under law and equity. This Section 14.4 explicitly excludes Lessee’s duty, liability or indemnity to Lessor for any claims or Environmental Damages of any kind whatsoever arising from or in connection with any contamination of any kind existing on the Premises prior to the Effective Date, except and only to the extent known contamination is exacerbated by Lessee or unknown contamination is exacerbated by Lessee’s negligence.

14.5 Remediation. Without limiting the foregoing, if the presence of any Hazardous Material during the Term of this Lease caused or permitted by Lessee to be first brought on the Airport or Premises upon or after the Effective Date results in any Release on the Airport or Premises in violation of any Environmental Law, Lessee shall promptly take action to remEDIATE the affected property at its sole expense as necessary to return the Airport or Premises to the condition existing prior to the introduction of any such Hazardous Material to the Airport or Premises; provided that Lessor’s approval of such actions shall first be obtained, which approval shall not, except in an emergency, be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Airport and Lessee is not under administrative or court order related to such remediation action. Notwithstanding Lessor’s approval pursuant to this Section 14.5, Lessor is not responsible for directing or managing any remediation action. For purposes of this Section 14.5, the term “Release” means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping. This Section 14.5 also applies to Lessee’s remediation of any contamination of any kind existing on the Premises or Airport prior to the Effective
Date, including any such contamination that may be first discovered after the Effective Date but not caused by Lessee, except and only to the extent known contamination is exacerbated by Lessee or unknown contamination is exacerbated by Lessee’s negligence.

14.6 **Governmental Submittals.** Lessee shall, at Lessee’s own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority ("Government") under the Environmental Laws. Should the Government determine that a site characterization, site assessment and/or cleanup plan should be prepared and/or that a cleanup should be undertaken because of any spills or discharges of Hazardous Material by reasons of Lessee’s activities or actions at the Airport which occur during the Term of this Lease, then Lessee shall, at the Lessee’s own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans.

14.7 **Information Sharing.**

14.7.1 Lessee shall immediately notify Lessor of any of the following: (i) Lessee’s receipt of any notification from any governmental entity either charging or informing Lessee that it will be charged with a significant violation of Environmental Law (as defined below), and (ii) any significant change in Lessee’s activities on the Premises that is reasonably likely to adversely change Lessee’s obligations or liabilities under the Environmental Laws. In addition, Lessee agrees to provide Lessor with non-privileged copies of documents reflecting the physical condition of the Premises, including but not limited to, environmental testing of soils and groundwater, and existing, non-privileged information reasonably requested by Lessor to determine the applicability of the Environmental Laws to the Premises, or to assist in the response to any governmental investigation or claim of liability by third parties which is related to environmental contamination of the Premises, to the extent that such investigations or claims are related to Lessee’s activities thereon. A “significant violation of Environmental Law” shall be any violation that requires more than ONE HUNDRED EIGHTY (180) calendar days to resolve.

14.7.2 **RESERVED**

14.8 **Sublease.** Lessee shall insert provisions substantially identical to the provisions of this Section 14 in any sublease agreement or contract by which it grants a right or privilege to any person, firm, corporation or other entity under this Lease.

14.9 **Actions of Lessee.** The activities or actions of Lessee under this Section 14 shall include the activities or actions of Lessee’s officers, directors, employees, agents, contractors, invitees and successors.

14.10 **Clean Water Act; NPDES Permits and SWPPPs.** Without in any way limiting the foregoing, Lessee shall comply with all Environmental Laws regarding discharges to water and land, including, without limitation, obtaining and complying with an individual National Pollutant Discharge Elimination System (NPDES) permit, or requesting coverage under and complying with any applicable Multi-Sector General Permit ("MSGP"). If applicable, Lessee shall also prepare and comply with a site-specific MSGP with an individual Storm Water Pollution Prevention Plan ("SWPPP") or any revisions to a SWPPP, with respect to Lessee’s operations or activities on the Premises or Airport. Proof of individual compliance shall be provided in the form of both the Lessee’s Notice of Intent ("NOI") that has been received by the Arizona Department of Environmental Quality ("ADEQ") and the individual Arizona Multi-Sector General Permit (AZMSGP) number associated with the NOI, within the times prescribed by law.

14.11 **RESERVED**

14.12 **Protective Devices and Plans.** If Lessee is required by the City to estimate the possible constituents of sanitary sewer discharges in order that the City may define certain discharge limitations for the Premises, Lessee shall complete and return an Industrial Wastewater Discharge Questionnaire ("Questionnaire") to
the City and promptly provide Lessor with updates to the Questionnaire as they arise. Also, if the City so requires, Lessee shall install and maintain appropriate protective devices to prevent accidental discharge of any Hazardous Material into domestic or industrial drains on or near the Premises and elsewhere on the Airport, as appropriate, and for any other material for which a slug load discharge could pollute the Airport’s storm water discharge or disrupt operations at the sewage treatment plant serving the Premises. Lessee shall post a notice in a prominent place on the Premises advising employees what actions to take and whom to call in the event of said discharge, and shall ensure that all employees of Lessee are trained with regard to the spill protection plan hereinafter referenced. Lessee also shall provide Lessor with immediate notice of any spill.

14.13 Right to Enter Premises. In addition to the rights afforded to Lessor in Section 18, this Lease specifically includes the right of the United States Government, the Environmental Protection Agency (the “EPA”), ADEQ, Lessor, and the Arizona Department of Occupational Safety and Health (ADOSH) to enter the Premises upon reasonable notice to Lessee for purposes of: (i) inspecting Lessee’s compliance with environmental, occupational safety and health laws and regulations, whether or not such party is responsible for enforcing such laws; (ii) conducting environmental investigation or remediation, including, without limitation, performing tests and surveys, drillings, test-pitting, borings, compiling data and/or records, and other activities related to environmental investigation; and (iii) carrying out remedial or removal actions as required or necessary under applicable laws, including, without limitation, installing monitoring wells, pumping wells and/or treatment facilities. Lessee shall have no claim against Lessor for any entries by the United States, EPA, ADEQ, Arizona ADOSH, or any officer, agent, employee or contractor thereof.


14.14.1 The Parties assume no liability or responsibility for environmental impacts and Environmental Damages or claims of any kind whatsoever caused by or resulting from the U.S. Air Force’s use of Hazardous Material on any portion of the Airport, including the Premises, prior to the Effective Date, and have no obligation under this Lease to undertake the defense of any claim or action, whether in existence now or brought in the future, solely arising out of the use of or release of any Hazardous Material or deposits of solid waste on or from any part of the Airport, including, but not limited to, the Premises, even if such claims or contamination are first discovered or made after the Effective Date. Further, the Parties have no obligation under this Lease to undertake environmental response, remediation, or cleanup relating to any contamination caused by or related to such use or release. For purposes of this Section 14.14, “defense” or “environmental response, remediation, or cleanup” shall include liability and responsibility for the costs of damage, penalties, legal and investigative services relating to such use or release.

14.14.2 Pursuant to Section VII.E.3 of the Deed (as defined herein), the U.S. Air Force warrants and covenants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Airport, including the Premises, has been completed prior to the date of the Deed and, further, any remedial action found to be necessary after the date of the Deed shall be conducted by the U.S. Air Force; provided, however, that the foregoing covenant does not apply where Lessor or Lessee is a potentially responsible party with respect to any portion of the Premises or the Airport.

14.15 Cleanup Requirements. Lessee agrees that Lessor assumes no liability to Lessee should Hazardous Material cleanup or related requirements, whether imposed by law, regulatory agencies, the U.S. Air Force or Department of Defense cause delays or interferes with Lessee’s use of the Premises. Lessee shall have no claim against Lessor or the United States or any officer, agent, employee or contractor thereof on account of any such interference whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the Federal Facilities Agreement (FFA) or the Installation Restoration Program (IRP) or under this Lease or otherwise. Lessee agrees to comply with the provisions of any health or safety plan in effect under the IRP or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any
inspection, survey, investigation, or other response or remedial action conducted by Governmental Authorities or Lessor shall, to the extent practicable, be coordinated with representatives designated by Lessee.

14.16 **Spill Protection Plan.** In the event Lessee undertakes any type of manufacturing, maintenance or other activities on the Premises involving the use or generation of any Hazardous Material regulated by Hazardous Material Laws, Lessee shall have an plan for responding to Hazardous Material, fuel, and other chemical spills prior to commencement of activities on the Premises and other approved Airport locations. Such plan shall comply with all applicable requirements of said plan which shall be updated from time to time or as may be required to comply with changes in site conditions or applicable requirements, and shall be approved by all agencies that are obligated by law to approve such plan. Such plan shall be independent of Lessor’s spill prevention and response plans, if any. Lessee shall not rely on use of Lessor or Lessor personnel or Lessor equipment in execution of its plan. Lessee shall file a copy of the plan and amendments thereto with Lessor’s Environmental and Safety Coordinator within THIRTY (30) calendar days of receipt of a Certificate of Occupancy from the City. Notwithstanding the foregoing, should Lessor provide any personnel or equipment, whether for initial fire response and/or spill containment, on the request of Lessee, or because Lessee was not, in the opinion of Lessor, conducting fire fighting, containment or timely cleanup actions, Lessee agrees to reimburse Lessor for its actual costs in accordance with all applicable laws and regulations, except to the extent that Lessor was responding to conditions caused by events occurring at the Airport (not including the Premises) or by the negligence or omission of Lessor or its employees, agents or contractors.

14.17 **Wells.** Lessee shall not install any drinking water or other wells in any location on the Premises without the prior written approval of Lessor.

14.18 **Surface Disturbances.** After construction of Lessee’s Improvements on the Premises, as provided herein, Lessee shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface other than what is usual and customary for the anticipated uses without the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed.

14.19 **Later Discovered Hazmat.** If any Hazardous Material is newly discovered on a portion of the Premises after the Effective Date that: (a) (i) were not placed on or introduced to the Property by Lessee, and (ii) were present on the Premises prior to the Effective Date (collectively, “Later-Discovered, Pre-Existing Hazmat”); and (b) such Later-Discovered, Pre-Existing Hazmat will cause Unavoidable Delay in the construction of Improvements; Lessee shall immediately notify Lessor and cease development activity in the impacted area of the Premises, and Lessee shall have the right to either (a) conduct such investigations and remedial actions as necessary under applicable Environmental Law and continue development activity as the remedial process allows (and reserve any rights it may have to seek whatever compensation it is entitled to recover), if Lessor does not agree, within SEVEN (7) business days of receiving notice contemplated under this Section, to promptly investigate and remediate the detected contamination in accordance with Environmental Law, and on a schedule and in a manner that does not interfere with Lessee’s development, use or construction plans, or (b) terminate this Lease upon written notice to Lessor.

15. **PROTECTION OF WETLANDS.**

Lessee shall minimize the destruction, loss, or degradation of any wetlands located on the Premises. Lessor believes there are no wetlands existing on the Premises as of the Effective Date. However, before locating new construction in wetlands, if any exist, Lessee shall contact Lessor and the United States Army Corps of Engineers and obtain a permit or waivers under Section 404 of the Clean Water Act. For purposes of this Section 15, the term, “new construction,” includes structures, facilities, draining, dredging, channeling, filling, diking, impounding, and related activities.

16. **INSURANCE.**
16.1 **Coverage Required.** Lessee shall procure and maintain, or cause to be procured and maintained, the following types and amounts of insurance with respect to the Premises:

16.1.1 **Airport Premises Liability** in the amount of $5,000,000.00 covering third party bodily injury and property damage, and including coverage for "premises/operations," "products and completed operations," "professional," "host liquor" and "blanket contractual liabilities." Coverage pertains to ground activities occurring all or in-part within the AOA.

16.1.2 **Builder’s Risk** insurance covering the insured’s premises and all replacements and/or additions theretofore their full insurable value plus ten percent (cost +10%) on a “replacement cost” basis and requires an ISO Special Causes of Loss form or equivalent required until completion of construction of the improvements upon the Premises.

16.1.3 **Commercial Automobile Liability** in the amount of $5,000,000.00 covering all owned, non-owned and hire vehicles operated on the Airport that are assigned to or used in the performance of commercial activities, or that are operated within the AOA. If any hazardous materials are transported within Airport boundaries in conjunction with the operator’s business activities, an MSC-90 Endorsement is required. Coverage amounts generally apply to Basic Injury per Person, Basic Injury per Accident and Property Damage.

16.1.4 **Environmental Impairment Liability** insurance in the amount of $2,000,000 covering third party bodily injury and property damage associated with hazardous material storage facilities, tanks, piping, ancillary equipment and containment structures, or structures that are used, controlled, constructed or maintained on the Airport, and including expenses for defense, release mitigation and off- and on-site remediation.

16.1.5 **Personal Property** Insurance covering all essential personal property (property essential to continued business operations) and all operator improvements made to buildings or facilities on the Airport, including all replacements and/or additions thereto, for their full insurable value (All Risks) on a replacement cost basis, and requires an ISO Special Causes of Loss form.

16.1.6 **Worker’s Compensation** insurance, as required by law, and **Employer’s Liability** insurance in the amount of same as any other Ground Lessee covering work-related injuries to employees and others permitted to operate or otherwise conduct business on the Premises.

16.2 **Form.** Each insurance policy obtained pursuant to this SECTION, except for Worker’s Compensation and Employer’s Liability policies, shall: (i) name Lessor as a certificate holder and additional named insured via endorsement; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to Lessor not less than THIRTY (30) calendar days before such cancellation or modification takes effect TEN (10) days in case of nonpayment of premium); and (iii) contain a waiver of subrogation in favor of Lessor. Lessee shall not permit any insurance policy to be canceled or modified without Lessor’s written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed to do business in the State of Arizona and possessing a rating of at least A – VII or higher from the A.M. Best Company, or an equivalent rating and approved by Lessor.

16.3 **Certificates of Insurance.** Lessee shall deliver a certificate of insurance for each policy required along with an endorsement naming Phoenix-Mesa Gateway Airport Authority as additional insured, herein to Lessor, in standard Acord or equivalent form, prior to the Effective Date and shall continue to provide such certificates throughout the term of this Lease.

16.4 **Additional Insurance.** At any time during the term of this Lease, Lessor may, if in its reasonable determination the insurance coverage required by this SECTION 17 is no longer adequate, require Lessee to increase its coverage to commercially reasonable amounts.

16.5 **Blanket Insurance.** Lessee’s insurance obligations under this Lease may be satisfied by means of “blanket” or excess policies.

16.6 **Insurance by Lessor.** In the event Lessee shall fail to procure any insurance required hereunder, Lessor may, upon written notice to Lessee, procure and maintain any or all of the insurance required
of Lessee under this SECTION. In such event, all costs of such insurance procured and maintained by Lessor on behalf of Lessee shall be the responsibility of Lessee and shall be fully reimbursed to Lessor within TEN (10) business days after Lessor advises Lessee of the cost thereof.

17. SURRENDER OF POSSESSION.

17.1 Condition of Property.

17.1.1 Upon the expiration or earlier termination of this Lease, Lessee’s right to occupy the Premises and exercise the privileges and rights granted thereunder shall cease, and Lessee shall peaceably surrender the same and leave the Premises broom clean and in good condition except for normal wear and tear. All trade fixtures, equipment, and other personal property installed or placed by Lessee on the Premises which are not permanently affixed thereto shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this Lease, to remove the same from the Premises and Lessee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Lessee within FIFTEEN (15) calendar days of the expiration or earlier termination of this Lease, or revocation of Lessee’s right to occupy the Premises, shall become a part of the Premises, and ownership thereof shall vest in Lessor. Lessee shall, however, remain financially liable to Lessor for the cost of repairs to the Premises incurred as a result of Lessor’s removal and/or relocation of property formerly belonging to Lessee and not otherwise removed from the Premises, as provided herein, and shall remit to Lessor payment for such costs within TEN (10) business days of Lessee’s receipt of Lessor’s invoice therefor.

17.1.2 Any trade fixtures, equipment or other property affixed to the Premises by Lessee shall, if required by Lessor, be permanently removed from the Premises by Lessee, at Lessee’s expense, within FIVE (5) business days of Lease termination. Should Lessee fail to remove such trade fixtures, equipment or other property within said time, Lessor may remove and dispose of such trade fixtures, equipment or other property at Lessee’s expense, and Lessee shall reimburse Lessor for the costs thereof within TEN (10) business days of receipt of Lessor’s invoice therefor.

17.2 Holding Over. Lessee shall not remain in possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Lessor. Should Lessee hold over without the express written consent of Lessor, such tenancy shall be at the sufferance of Lessor and not a renewal of the Term. In such case, the Base Rent and all other charges due pursuant to this Lease shall be payable at ONE HUNDRED FIFTY PERCENT (150%) of the amount payable during the last year of the Term, and such tenancy at sufferance shall be subject to every other term, covenant and provision of this Lease. In the event Lessee holds over, Lessee shall be liable for all of Lessor’s direct and consequential damages, which shall include, without limitation, costs, fees, expenses, damages and attorneys’ fees incurred by Lessor as a result of Lessee’s holding over, and damages and expenses incurred by Lessor for its inability to deliver possession of the Premises to a new lessee.

18. INSPECTION BY LESSOR.

Lessor may enter upon the Premises at reasonable times during Lessee’s normal business hours and upon at least TWO (2) business days’ prior written notice to Lessee (except in emergencies, in which event Lessor may enter immediately and shall notify Lessee promptly following such emergency entry) for any reasonable purpose, including, but not limited to, compliance with the terms and conditions of this Lease and the exercise of its governmental functions for such activities as fire protection or security. Lessee may accompany Lessor on any Lessor inspections and entries. Lessor shall take reasonable steps to avoid interrupting or disrupting the conduct of business of Lessee on the Premises.

19. NOTICES.
19.1 All notices required or permitted under this Lease shall not be effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses:

**TO LESSOR:**
Phoenix-Mesa Gateway Airport Authority  
Attn: Business Development Department  
5835 South Sossaman Road  
Mesa, Arizona 85212

**TO LESSEE:**
Cimarron Airpark LLC XVII  
Attn: Fred Himovitz, Manager Member  
P.O. Box 4969  
Scottsdale, AZ 85261  
fredhimovitz@cox.net  
480-209-6191

19.2 Any notice shall be deemed to have been received **TWO (2)** business days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by reputable commercial overnight courier service. Any Party may designate in writing a different address for notice purposes pursuant to this SECTION.

20. **SEVERABILITY.**

Should a court of competent jurisdiction declare any provision of this Lease invalid, the remaining terms shall remain effective.

21. **APPROVALS, CONSENTS AND NOTICES.**

All approvals, consents and notices called for in this Lease shall be in writing, signed by the appropriate Party, and may not be established solely by oral testimony.

22. **LIENS AND MORTGAGES.**

22.1 **General Provisions.**

22.1.1 Except as provided in this Section 22, Lessee shall not engage in any financing or other transaction creating any mortgage or deed of trust upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Lessee’s interest in the Premises. Any such mortgage or deed of trust, encumbrance or lien shall be deemed a violation of this Section, constituting a failure by Lessee to comply with the terms of the Lease, on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

22.1.2 Notwithstanding anything to the contrary in Section 9 herein, Lessee shall, during the Term, be permitted to mortgage, collaterally assign, or otherwise encumber its leasehold interest (including any interest in the improvements) under this Lease pursuant to one or more Mortgages, as defined below, to secure indebtedness, including, without limitation, one or more loans to finance construction of improvements and other development on the Premises, and including refinancings thereof, subject to the restrictions of Section 22.1.4.

22.1.3 Any such encumbrance, including leasehold deed of trust, is referred to as a “Mortgage” and the holder thereof as a “Mortgagee.” The Mortgagee, upon taking possession or upon foreclosure or taking an assignment in lieu thereof, shall be liable for all future rents and obligations hereunder and shall attorn to Lessor. In no event shall any Mortgagee be responsible or liable for any claims against Lessee or any of Lessee’s agents, employees, invitees, contractors or representatives for any death, injury, illness, damage to or loss of property (except only to the extent provided hereinafter with respect to a default by Lessee under
this Lease), or tort related claims. In no event shall any Mortgagee be liable for the actions or omissions of
Lessee or Lessee’s agents, representatives, employees, contractors, or invitees (except only to the extent
provided hereinafter with respect to a default by Lessee under this Lease). The Mortgagee shall not be
responsible or liable for any default by Lessee under this Lease, except, and only, to the extent that such default
continues for a period of THIRTY (30) days (or such additional time as is reasonably necessary for Mortgagee
to cure such default, so long as Mortgagee is diligently pursuing action to cure the default) after (i) Mortgagee
shall have obtained possession through a court-appointed receiver or ownership of the Premises, (ii) the
Mortgagee shall have received written notice of such default at the same time that Lessor notifies Lessee of
such default, (iii) any notice or cure period related to such default as provided in this Lease and in Section 22.2
and Section 22.3 below shall have elapsed without such default having been cured, and (iv) such default is
reasonably capable of being cured by the Mortgagee. No Mortgage shall encumber Lessor’s interest in the
Premises or Lessor’s interest in the improvements thereon. Further and promptly after Lessee assigns or
encumbers any portion of the Premises or the improvements thereon, Lessee shall furnish Lessor with a written
notice setting forth the name and address of such Mortgagee or trustee.

22.1.4 No Mortgage or deed of trust shall extend to or affect the fee, the reversionary fee
interest or the estate of Lessor in the Premises. No Mortgage or deed of trust shall be binding upon Lessor in
the enforcement of its rights and remedies under this Lease and by law provided, unless and until a copy thereof
shall have been delivered to Lessor and such Mortgage or deed of trust is authorized in accordance with
provisions of this Section 22.

22.1.5 Notwithstanding anything to the contrary in this Section 22, Lessor shall have all
rights and remedies under Section 11 with respect to any Event of Default that continues after expiration of all
applicable notice and cure periods set forth in Section 11.1 and this Section 22.

22.2 Lessor Agreement. With respect to Mortgagees of the Premises, Lessor agrees that:

22.2.1 If requested by a Mortgagee which shall have duly registered in writing with Lessor
its name and address, and if Lessor shall give any notice, demand, election or other communication required
hereunder (hereafter, collectively, “Notices”) to Lessee, Lessor shall concurrently give a copy of each such
Notice to the Mortgagee at the address designated by it. Notices shall be sent by registered or certified mail,
return receipt requested, and shall be deemed given SEVENTY-TWO (72) hours after the time they are deposited
in a United States Post Office with postage charges prepaid, addressed to the Mortgagee. No Notice given by
Lessor to Lessee shall be binding upon or affect Lessee or the Mortgagee unless a copy of the Notice shall be
given to the Mortgagee pursuant to this Section 22.2.1.

22.2.2 Such Mortgagee entitled to such Notices, as specified above, shall have any and all
rights of Lessee with respect to the curing of any default hereunder by Lessee.

22.2.3 If Lessor shall elect to terminate this Lease by reason of any default by Lessee with
respect to the Premises, the Mortgagee that shall have become entitled to Notice as provided in this Section
22.2 shall have any and all rights of Lessee with respect to curing of any default with respect to the Premises.

22.2.4 Nothing herein contained shall be deemed to impose any obligation on the part of
Lessor to deliver physical possession of the Premises to such holder of a Mortgage. To the extent the physical
possession of the Premises by a secured creditor is not inconsistent with the terms of this Lease, or is
incompatible with the Lessor’s selection of available remedies in the Event of Default, Lessor shall not prevent
such physical possession.

22.2.5 If more than one Mortgagee shall seek to exercise any of the rights provided for in
this Section 22, the holder of the Mortgage having priority of lien over the other Mortgagees shall be entitled,
as against the others, to exercise such rights. Should a dispute arise among Mortgagees regarding the priority of lien, the Mortgagees shall prove to the satisfaction of Lessor that they have settled that dispute.

22.3 **Protection of Mortgagee(s).** Until the time, if any, that an approved Mortgage shall be satisfied and released of record:

22.3.1 A Mortgagee shall have the right, for a period equal to the period afforded Lessee under this Lease to perform any term, covenant, or condition and to remedy any default by Lessee hereunder, plus such additional time that is reasonably needed for Mortgagee to exercise Lessee’s rights to cure any defaults subject to the following: (a) if the default cannot be cured by Mortgage, no additional time shall be allowed; (b) if the default can be cured by Mortgagee, such additional period of time shall not exceed SIX (6) months after Mortgagee’s receipt of such Notice, unless a longer period of time is otherwise approved by Lessor in writing; (c) if curing the default requires that Mortgagee has possession through a court-appointed receiver or ownership of the Premises, Mortgagee shall be diligently pursuing action to take possession through a court-appointed receiver or ownership of the Premises; and (d) Mortgagee shall not be entitled to more than TEN (10) days of additional time to cure any defaults in the payment of Base Rent. Lessor shall accept such performance with the same force and effect as if furnished by Lessee, and the Mortgagee shall thereby and hereby be subrogated to the rights of Lessor. Such Mortgagee cure period shall begin on the later of: (i) the date Mortgagee receives notice pursuant to Section 22.2, or (ii) the date that Lessee’s cure period expires under this Lease. During such Mortgagee cure period, Lessor will not terminate this Lease or disturb possession, interest or quiet enjoyment by the Lessee or Mortgagee in the Premises or improvements for any reason, subject to the terms of this Lease, until such Mortgagee cure period has expired. The Mortgagees and their respective designees shall have the right to enter upon the Premises to give such performance.

22.3.2 In case of an Event of Default by Lessee in the performance or observance of any non-monetary term, covenant or condition to be performed by it hereunder, if such Event of Default cannot practicably be cured by the Mortgagee without taking possession or ownership of the Premises, in such Mortgagee’s reasonable opinion, or if such Event of Default is not susceptible of being cured by the Mortgagee, then:

a. The Mortgagee shall proceed diligently to obtain possession through a court-appointed receiver or ownership of the Premises, and, upon obtaining such possession, shall proceed diligently to cure such defaults as are reasonably susceptible of cure (subject to any order by a court of competent jurisdiction staying or otherwise precluding such Mortgagee from obtaining such possession); or

b. The Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion (unless in the meantime it shall acquire Lessee’s estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure), subject to any order by a court of competent jurisdiction staying or otherwise precluding such Mortgagee from obtaining such possession.

c. The Mortgagee shall not be required to obtain possession or to continue in possession of the Premises pursuant to Section 22.3.2a, or to continue to prosecute foreclosure proceedings pursuant to Section 22.3.2b, if and when such Event of Default shall be cured.

d. If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Lessee, the times for commencing or prosecuting foreclosure or other proceedings, including proceedings to obtain possession, shall be extended for the period of the prohibition.

22.4 **New Lease**
22.4.1 Lessor agrees that, in the event of early termination of this Lease for any reason (including but not limited to any default by Lessee), Lessor, if requested by any Mortgagee, will enter into a new lease of the Premises with the most senior Mortgagee requesting a new lease, which new lease shall commence as of the date of termination of this Lease and shall run for the remainder of the original Term of this Lease (plus any applicable Renewal Term if exercised), at the rent and upon the terms, covenants and conditions herein contained, provided that:

a. Such Mortgagee shall make written request upon Lessor for the new lease within SIXTY (60) calendar days after the date such Mortgagee receives written notice from Lessor that this Lease has been terminated;

b. Such Mortgagee shall pay to Lessor, at the time of the execution and delivery of the new lease, any and all Base Rent payments, finance charges and late fees which would, at that time, be due and unpaid pursuant to this Lease but for its termination, and in addition thereto all reasonable expenses, including reasonable attorneys’ fees, which Lessor shall have incurred by reason of the preparation of such new lease;

c. Such Mortgagee shall perform and observe all covenants in this Lease to be performed and observed by the lessee under such new lease from and after full execution and delivery of such new lease, and shall within a reasonable period of time (not to exceed the time frames set forth in Section 22.3.1 above) after full execution and delivery of such new lease remedy any other conditions which Lessee under the terminated Lease was obligated to perform under its terms and did not perform, to the extent the same are reasonably susceptible of being cured by the Mortgagee; and

d. The lessee under the new lease shall have the same rights, including the right of occupancy to the buildings and improvements on the Premises and elsewhere on the Airport as Lessee had under this Lease immediately prior to its termination.

Notwithstanding anything to the contrary expressed or implied in this Lease, any new lease made pursuant to this Section 22 shall have the same priority as this Lease with respect to any mortgage, deed of trust, or other lien, charge, or encumbrance on the fee of the Premises, and any sublease under this Lease shall be a sublease under the new Lease and shall not be deemed to have been terminated by the termination of this Lease.

22.4.2 Nothing herein contained shall require any Mortgagee to enter into a new lease pursuant to this Section 22.4, or to cure any default of Lessee referred to above.

22.4.3 If any Mortgagee shall request a new lease as provided in this Section 22.4, Lessor agrees, at the request of, on behalf of and at the expense of the Mortgagee, to institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the original Lessee from the Premises, but not any authorized subtenants actually occupying the Premises or any part thereof.

22.4.4 Unless and until Lessor has received notice from each Mortgagee that the Mortgagee elects not to demand a new lease as provided herein, or until the period thereof has expired, Lessor shall not cancel or agree to the termination or surrender of any existing subleases nor enter into any new leases or subleases with respect to the Premises without the prior written consent of each Mortgagee.

22.5 **Effect of Transfer.** Neither the foreclosure of any Mortgage (whether by judicial proceedings or by virtue of any power of sale contained in the Mortgage), nor any conveyance of the leasehold estate created by this Lease by Lessee to any Mortgagee or its designee by an assignment or deed in lieu of foreclosure or other similar instrument, shall require the consent of Lessor or constitute a default or Event of Default under this Lease, and upon such foreclosure, sale or conveyance, Lessor shall recognize the purchaser or other
transferee in connection therewith as the Lessee under this Lease, subject only to an assumption in writing by
such purchaser or transferee of all obligations of Lessee under this Lease from and after the date of such
assumption.

23. GOVERNING LAW; ATTORNEY’S FEES.

The laws of the State of Arizona shall govern the matters set forth in this Lease. Venue of any action
brought under this Lease shall, at the option of Lessor, lie in Maricopa County, Arizona.

24. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

Lessee shall at all times comply with all Federal, state and local laws, ordinances, rules, and regulations
which are applicable to its activities on the Airport, the Premises itself (including but not limited to the Americans
with Disabilities Act), or the operation, management, maintenance, or administration of the Airport, including all
laws, ordinances, rules and regulations adopted after the Effective Date. Lessee shall at all times comply with
the Airport Minimum Standards and Airport Rules and Regulations, as the same may be amended from time to time.
Copies of the current Airport Minimum Standards and Airport Rules and Regulations are attached hereto as EXHIBIT
D. Lessee acknowledges and agrees that Lessor may amend the Airport Minimum Standards and Airport Rules
and Regulations at any time in Lessor’s sole discretion. Lessee shall be responsible for controlling and preventing
disruptive pedestrian and vehicle traffic associated with its activities on the Premises and at the Airport. Lessee
also shall display to Lessor any permits, licenses, or other evidence of compliance with laws upon request.

25. CORPORATE AUTHORIZATION.

In executing this Agreement, Lessee represents and warrants to Lessor that if Lessee is a corporation,
Lessee has obtained and been granted the full right, power and authority to enter into this Lease.

26. UTILITY LINES AND SERVICE CHARGES.

26.1 Connections and Services. Lessee shall, at no cost or expense to Lessor, provide or arrange
for any public utility, water and sewage lines, connections and services that are needed in connection with any
building(s), structure(s) or other improvement(s) placed on the Premises by Lessee, or required for Lessee’s
activities thereon, and shall be responsible for the maintenance of such lines and connections from where they
enter the Premises. If requested in advance to do so by Lessee, Lessor will grant reasonable rights-of-way on
or across the Airport to suppliers of public utility services for the purpose of supplying Lessee with such
services, but Lessor reserves the right to designate the lands along which such rights-of-way shall be granted so
as to cause the least inconvenience in the operation of the Airport and other Airport tenants.

26.2 Payment. Lessee shall pay for all utilities, including trash collection, used in its operations at
the Airport and the Premises. The charges and method of payment for each utility or service shall be determined
by the appropriate supplier of the utility or service in accordance with applicable laws and regulations, on such
basis as the appropriate supplier of the utility or service may establish.

26.3 Continued Use and Repair. Notwithstanding the execution of this Lease, Lessor retains the
right to the continued use of such utility lines and services as are presently on the Premises and the right to
repair the same when necessary in Lessor’s sole discretion, including but not limited to, any utility easements
on the Premises. Lessor shall conduct such repairs in such a manner and at such times as to not unreasonably
interfere with Lessee’s activities thereon.

27. RESERVATIONS TO LESSOR.

The Premises are accepted “as is, where is” by Lessee, subject to any and all existing easements or
other encumbrances. Lessor reserves the right to grant easements, rights-of-way, and permits, over, on, under,
or across any portions of the Premises for any commercially reasonable purposes; provided, that Lessor or the
grantee, as applicable, shall not exercise such rights so as to unreasonably interfere with or disrupt Lessee’s
activities on the Premises, including the development of the Premises, to be determined in the reasonable
judgment of Lessor and Lessee, and all such interference shall be minimized. Lessor shall provide Lessee reasonable notice of any plan to undertake the activities contemplated under this Section and shall coordinate with Lessee regarding the execution of such plans to minimize any interference with Lessee’s or any subtenant’s activities on the Premises. All work shall be in compliance with all applicable laws, including Environmental Law, and the surface of the Premises shall be restored to its original condition, at no cost to Lessee, including any necessary remediation in accordance with Environmental Law of any contamination associated with any Hazardous Material disturbed during any construction, upon the completion of any construction. Lessor agrees that any rights granted to any third parties by reason of this clause shall contain provisions obligating such parties to, at a minimum, the same conditions applicable to Lessor under this Section 27, including but not limited to the condition that the surface of the Premises and any Improvements shall be promptly restored to their original condition, at no cost to Lessee, promptly upon the completion of any construction.

28. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS.

28.1 Lessee agrees that in the event improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation (DOT) program or activity is intended, or for another purpose involving the providing of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as it may be amended.

28.2 Lessee agrees that: (i) no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, creed, disability, age, sex or national origin in the use of the Premises; (ii) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, or national origin; and (iii) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as it may be amended.

28.3 Lessee assures Lessor that it will comply with pertinent statutes, Executive Orders, and rules promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, or sex, age or handicap, be excluded from participating in any activity.

28.4 Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance therefrom.

28.5 Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. Lessor and Lessee agree that Lessee has no responsibility whatsoever with respect to maintenance and repair of the landing area of the Airport, or any publicly owned facilities of the Airport.

28.6 This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States relative to the development, operation or maintenance of the Airport.

28.7 There is reserved unto Lessor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, which shall include the right to cause in the airspace any noise inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in or through the airspace, and for the use of such airspace for landing on, taking off from, or operation on the Airport.
28.8 Lessee agrees to comply with the notification and review requirements covered in 14 CFR Part 77 in the event future construction of a building is planned for the Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

28.9 Lessee shall not erect or permit the erection of any structure or building, nor permit the growth of any tree on the Premises, or any other obstruction that exceeds height requirements contained in 14 CFR Part 77 or amendments thereto, or interferes with the runway and/or taxiway “line of sight” of the control tower. In the event these covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object at the expense of Lessee.

28.10 Lessee shall not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this covenant is breached, Lessor reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

28.11 Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning 49 U.S.C. §40103(e) and 47107 (a)(4).

28.12 This Lease and all of the provisions hereof shall be subject to whatever right the United States government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

28.13 To the extent that Lessee conducts or engages in any aeronautical activity for furnishing services to the public at the Airport, Lessee shall furnish its services on a reasonable and not unjustly discriminatory basis to all users and charge reasonable and not unjustly discriminatory prices for each unit or service; except, however, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

28.14 Lessee shall conform to Lessor and FAA safety and security rules and regulations regarding use of the Airport air operations area including runways, taxiways, taxilanes and aircraft aprons by vehicles, employees, customers, visitors, etc., in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; complete and pass an airfield safe driving instruction program when offered or required by Lessor; and be subject to penalties as prescribed by Lessor for violations of Airport safety and security requirements.

29. TITLE VI

29.1 Lessee agrees to comply with pertinent statues, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color or national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. Lessee understands and acknowledges that the FAA requires inclusion of and adherence to the terms and conditions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) (“Title VI”) in all airport/aviation lease agreements where Lessor receives federal funding, including the Lease in this instance.

29.2 During the Term, Lessee, for itself, its assignees, and successors in interest agrees as follows:

29.2.1 Compliance with Regulations: Lessee will comply with the Title VI List of Pertinent Non-Discrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
29.2.2 Non-discrimination: Lessee, with regard to the work performed by it during Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

29.2.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of Lessee’s obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

29.2.4 Information and Reports: Lessee will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the sponsor or the Federal Aviation Administration as appropriate, and will set forth what efforts it has made to obtain the information.

29.2.5 Sanctions for Noncompliance: In the event of Lessee’s noncompliance with the Nondiscrimination provisions of this Lease, Lessor will impose such default remedies as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) withholding payments, if any, to Lessee under the Lease until Lessee complies; and/or
(b) cancelling, terminating, or suspending the Lease, in whole or in part.

29.2.6 Incorporation of Provisions: Lessee will include the provisions subsections 29.2.1 through 29.2.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Lessee may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

29.3 The Lessee for itself, and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Non-Discrimination Acts and Authorities.

29.4 During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to the following (which Lessor is required to disclose and include in such Lease and other agreements, pursuant to FAA regulation):

discrimination on the basis of race, color, national origin);

- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100 -209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
29.5 Lessee agrees that in the event improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation (DOT) program or activity is intended, or for another purpose involving the providing of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as it may be amended.

30. **FEDERAL FAIR LABOR STANDARDS ACT**

This Lease incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. Lessee has full responsibility to monitor compliance to the referenced statute or regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

31. **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

This Lease incorporates by reference the provisions of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

32. **INCORPORATION OF QUITCLAIM DEED**

Lessor owns the Airport pursuant to a Quitclaim Deed from the United States Government (the “Deed”), a copy of which is available to Lessee upon request and is hereby incorporated in its entirety. To the extent the Deed has terms, conditions, obligations, requirements or restrictions that apply to this Lease, Lessor, Lessee or any matter in connection herewith, Lessee agrees to be bound by all the terms, covenants and conditions of the Deed, including the following:

32.1 That this Lease is subject to all terms and conditions of the Deed; and

32.2 That in case of any conflict between the Deed and this Lease, the Deed shall control.

33. **REQUIRED PROVISIONS OF QUITCLAIM DEED.**

33.1 Section VI (A)(5)(c) of the Deed requires that the following provisions be included in this Lease:

33.1.1 In furnishing services to the public, Lessee shall not discriminate against any person or class of persons by reason of race, color, creed, or national origin, and Lessee shall otherwise provide such services on a fair, equal, and not unjustly discriminatory basis to all users thereof.

33.1.2 Lessee shall charge fair, reasonable, and not unjustly discriminatory prices for each unit for service; except, however, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

33.2 If the Premises are within any of the archaeological sites identified in Section VIII.A of the Deed, then, the provisions of Section VIII of the Deed shall be deemed incorporated in this Lease by this express reference to Section VIII of the Deed.

33.3 To the extent the Deed requires that other specific provisions thereof be inserted in this Lease by express reference to the Deed, this sentence shall constitute an express reference to all such applicable provisions of the Deed.
34. AIRPORT SECURITY

34.1 Airport Security Plan.

34.1.1 Lessor’s Operations Department maintains an approved Airport Security Plan ("Security Plan") pursuant to 49 CFR Parts 1540 and 1542, and 14 CFR Part 139. Lessee shall at all times comply with Lessor’s Operations Department security directives, security bulletins, or verbal notifications existing now or in the future.

34.1.2 Lessee is responsible for maintaining security practices, facilities, and perimeter boundaries on their leasehold that meet the security standards set forth by Lessor’s Operations Department.

34.1.3 Lessee shall promptly upon written request from Lessor correct physical or procedural deficiencies caused by Lessee that are located on the Premises which are contrary to Lessor’s Operations Department, security directives, security bulletins, or verbal notifications existing now or in the future. Within TWENTY-FOUR (24) hours of Lessor notifying Lessee of any deficiency, Lessor shall provide Lessee with a reasonably-detailed explanation of the deficiencies. Lessee shall be given a reasonable period of time (under the circumstances) to correct such deficiencies.

34.1.4 Lessee shall, to the fullest extent permitted by law, indemnify, defend and hold Lessor harmless for, from and against any security violation committed by any agents, employees, invitees, subcontractors, sub-lessees or independent contractors of Lessee.

34.1.5 Lessee shall conduct and document all self-audits and self-inspections as required by Transportation Security Administration ("TSA") or Lessor’s Operations Department and make such audits available for inspection.

34.1.6 Lessee shall designate a primary security coordinator to receive security related briefings, bulletins and sensitive security information.

34.1.7 Lessor reserves the right to modify the Security Plan from time to time, as necessary or as directed by TSA. Lessor’s Operations Department shall notify the Lessee security coordinator regarding modifications that effect Lessee.

34.2 Airport Security Badge.

34.2.1 Lessee’s employees and contractors that require a badge shall be obligated to complete all training and comply with all security requirements and directives issued by Lessor’s Operations Department, TSA or other entity having security jurisdiction at the Airport. Lessee’s employees and contractors will surrender security badges upon request by Lessor’s Operations Department; physical security media (badges and keys) remain the property of Lessor. Within SEVENTY-TWO (72) hours of Lessor’s confiscation of any security badges, Lessor shall provide Lessee with a reasonably-detailed explanation of the violations that caused Lessor to confiscate the security badges.

34.2.2 Lessee's employees and contractors shall comply with all security related audits, inspections, and screenings conducted by Lessor’s Operations Department.

34.2.3 Lessee will promptly return badges to Lessor’s badging office when badge holders employment is terminated, the badge is no longer needed or the employee/contractor is on extended leave.

34.2.4 Misuse of a badge or security procedures will bring about action, including, but not limited to, retraining of badge holders, and/or suspension or revocation of one or all misused badges.
35. **DEFAULT BY LESSOR.**

In the event of any alleged breach by Lessor of its covenants contained in this Lease, Lessee shall have available all rights and remedies provided at law or in equity, subject to the terms and conditions of this Lease; provided, however, Lessee may not exercise any such right or remedy unless Lessee has notified Lessor by written notice of such alleged default, and Lessor has not cured such default within the THIRTY (30) calendar day period subsequent to receipt of such notice or, in the event such alleged default is of such a nature that it cannot reasonably be cured within such THIRTY (30) calendar day period, Lessor has failed to cure such alleged default with all due diligence. Notwithstanding anything to the contrary contained in this Lease, in no event shall Lessee be entitled to terminate this Lease or abate or offset any installment of Base Rent, or any other payments to be made by Lessee hereunder.

36. **BROKERS.**

Lessor and Lessee each represents and warrants to the other Party that it has not had any dealings with any real estate brokers, finders or agents in connection with this Lease. Lessor and Lessee Each agrees to indemnify, defend (with counsel selected by the other) and hold the other Party and other Party’s nominees, successors and assigns harmless from any and all claims, costs, commissions, fees or damages arising from a breach of such Party’s representation and warranty in this Section.

37. **SALE BY LESSOR.**

Lessee agrees to look solely to Lessor’s interest in the Premises for the recovery of any judgment from Lessor, it being agreed that neither Lessor nor the holders of the equity interests of Lessor, nor the members, partners, officers, directors or shareholders of Lessor shall be personally liable for any such judgment. In the event of any sale or other conveyance by Lessor of its interest in the Premises, Lessor shall be automatically freed and released from all personal liability accruing from and after the date of such sale or conveyance as respects the performance of any covenant or obligation on the part of Lessor contained in this Lease to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Lessor shall be binding on the Lessor and its successors and assigns only during and in respect to the respective successive periods of ownership of the Premises.

38. **ESTOPPEL CERTIFICATE.**

Lessee shall, without charge, at any time and from time to time hereafter, within TEN (10) business days after written request of Lessor to do so, certify, by written instrument duly executed and acknowledged by Lessee and certified to Lessor and to any prospective lender or purchaser: (i) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (ii) as to the existence of any default hereunder to the best of Lessee’s knowledge; (iii) as to the date on which Lessee was obligated to commence paying Base Rent and all other charges hereunder and the expiration date of the Term; (iv) as to whether the Lessee has assigned or transferred its interests or any portion thereof in this Lease; and (v) as to any other matters as may be reasonably requested. Lessor and any prospective purchaser or lender to whom the same was certified may rely upon any such certificate.

39. **UNAVOIDABLE DELAY.**

In the event either Party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such Party (“Required Act”), and such delay or hindrance is due to Unavoidable Delay (as defined below), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of Unavoidable Delay. For purposes of this Lease, “Unavoidable Delay” shall mean, with respect to either Party, an unavoidable delay in the performance by such Party of any non-monetary conditions or obligations under this Lease due including
but not limited to: (a) construction delay to the extent caused by the other Party, (b) legal proceeding brought
by a non-Party with respect to the Improvements or any provision or requirement of this Lease which by its
nature prohibits the Improvements from being commenced, continued and/or completed, (c) a Party not
receiving a governmental permit, license, approval or inspection in time to meet a contractual time period
imposed hereunder provided that Party, in good faith, was diligent in the application or request for and
prosecution of the process to obtain that permit, license, approval or inspection, (d) flood, (e) epidemic, (f)
quarantine restriction, (g) unusually severe weather not reasonably anticipated, (h) strike, (i) walkout, (j) lock-
out, (k) war, (l) national emergency, (m) fire, (n) act of God, (o) act of terrorism, (p) natural disaster, (q)
explosion, (r) default by the other Party hereunder in the performance of its obligations hereunder, (s) a delay
caused by the discovery, presences or actions necessary to investigate or remediate Hazardous Material under
Section 14 (but excluding Hazardous Material attributable to the Party claiming Unavoidable Delay), or (t) other
causes beyond such Party’s control; provided that no Unavoidable Delay shall exist unless the Party claiming
such Unavoidable Delay shall give written notice to the other Party of the occurrence of the Unavoidable Delay
not later than FORTY-FIVE (45) days after the commencement of such Unavoidable Delay.

40. MISCELLANEOUS.

40.1 Personal Liability. No member of or employee of either Party shall be charged personally or
held contractually liable by or to the other Party under any term or provision of this Lease because of any
breach thereof, or because of its execution or attempted execution.

40.2 No Waiver. No provision of this Lease may be waived or modified except by a writing signed
by the Party against whom such waiver or modification is sought.

40.3 Non-Waiver of Rights. No waiver or default by Lessor of any of the terms, conditions,
covenants or agreements hereof to be performed, kept or observed by Lessee shall be construed or act as a
waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to
be performed, kept or observed by Lessee, and Lessor shall not be restricted from later enforcing any of the
terms and conditions of this Lease.

40.4 Amendment. This Lease contains all agreements of the Parties as of the date hereof with
respect to any matter mentioned herein. No prior agreement, correspondence, or understanding pertaining to
any such matter shall be effective to interpret or modify the terms hereof. Oral commitments or promises are
not enforceable and shall not be binding or made part of this Lease. Any revisions or modifications to this
Lease must be in writing and mutually accepted by persons with full and complete authority to bind the party.

40.5 Litigation Expenses. In the event of litigation between Lessor and Lessee, the prevailing Party
shall be entitled to recover its attorneys’ fees and all costs and expenses of litigation, including witness fees,
expert witness fees, and court costs.

40.6 Headings. The headings contained herein are for convenience in reference only and are not
intended to define or limit the scope of this Lease or any term thereof.

40.7 Entire Agreement. This Lease, including exhibits attached hereto at the time of its execution,
constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations,
understandings and agreements between the Parties concerning such matters.

41. INCORPORATION OF RECITALS.

The recitals set forth herein are acknowledged by the Parties to be true and correct and are incorporated
herein by this reference.

[Signatures on following pages]
IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written. EXECUTED to be effective on the date specified above.

LESSOR:

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

By: ________________________________

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

STATE OF ARIZONA )
County of Maricopa ) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this ___ day of ____________, 2020, by J. Brian O’Neill, in his capacity as the Executive Director/CEO of the Phoenix-Mesa Gateway Airport Authority.

_______________________________
Notary Public

My Commission Expires:

_______________________________
LESSEE:

Cimarron Airpark LLC XVII, an Arizona limited liability company

By: __________________________________________
    Fred Himovitz, Manager Member

_____________________________________________
Notary Public

My Commission Expires:
EXHIBIT A
DEPICTION OF THE PREMISES
EXHIBIT B
AIRPORT RATES & CHARGES SCHEDULE

(Link)


&

AIRPORT FEES, SERVICES AND RENTAL RATES SCHEDULE

(Link)

EXHIBIT C
AIRPORT OPERATING AGREEMENT

(Attached)
The Perfect Climate for Aerospace

Phoenix-Mesa Gateway Airport Authority

AIRPORT OPERATING AGREEMENT

with

<AGREEMENT HOLDER NAME>

EFFECTIVE DATE: <EFFECTIVE DATE>
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This Operating Agreement (the “Agreement”) is executed to be effective the <NUMBER> (<#>) day of <MONTH> <year> (the “Effective Date”) between the PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized under the laws of the State of Arizona (“PMGAA”), and <TENANT NAME>, a/an <State> <company type> (“<Short Name>”). PMGAA and <Short Name> may be referred to jointly as “Parties,” and each separately may be referred to as a “Party.”

WITNESSETH:

WHEREAS, PMGAA is the owner and operator of the Phoenix-Mesa Gateway Airport generally located at the intersection of Ray Road and Sossaman Road, City of Mesa, Maricopa County, Arizona (the “Airport”); and

WHEREAS, PMGAA has the right to lease, license and grant the use of property and facilities on the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, <Short Name> provides <description of holder’s primary functions> and desires to use the Airport landing facilities for certain types of operations for purposes including, but not limited to: taxiing and maneuvering on Airport runways, taxiways, ramps and aprons; landings and approaches (“touch and go”, “stop and go”); and low approaches; and

WHEREAS, <Short Name> desires to obtain certain rights, services and privileges in connection with the use of the Airport and its facilities, and PMGAA is willing to grant the same to <Short Name> upon the terms and conditions hereinafter stated; and

WHEREAS, the Parties agree to enter into this Agreement, specifying the rights and obligations of the Parties with respect to the operation of the Airport by PMGAA and the use and/or occupancy of the Airport by <Short Name>.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the Parties hereby agree as follows:

I. PERMITTED ACTIVITIES AND CONDITIONS OF AIRPORT USE.

1.1 <Short Name> shall have the right to use, in common with others, the taxiways, runways and air navigational aids of the Airport for the purpose of conducting its <description of holder’s aeronautical or flight> operations, and the landing and taking off of <Short Name>’s aircraft incidental thereto, and to perform <describe any specific other authorized services>; provided, however, such activities and services are performed in strict accordance with applicable PMGAA Minimum Standards, upon terms and conditions as herein provided.
1.2 <Short Name> shall not engage in any other commercial or revenue producing activity at the Airport without first applying for and receiving approval for such activity from PMGAA. In the event any other commercial or revenue producing activity is engaged in by <Short Name> prior to obtaining such approval, without waiver or limitation of any other remedies available to PMGAA at law or equity, <Short Name> hereby agrees to remit to PMGAA the sum equal to TEN PERCENT (10%) of gross billings for such unauthorized activity, plus any expenses incurred by PMGAA in the course of any audit conducted for all of <Short Name>'s activities.

2. TERM.

This Agreement shall commence at 12:01 A.M. on the Effective Date and terminate at 11:59 P.M. <NUMBER> (<#>) years thereafter (the “Term”), subject to options to extend the Term as herein provided. This Agreement may be renewed by mutual consent of the Parties for up to <NUMBER> (<#>) additional ONE (1) year terms (each, individually, an “Extension”), under the terms and conditions stated herein. <Short Name> must notify PMGAA in writing of its desire to exercise an Extension to this Agreement by requesting such not less than SIXTY (60) days prior to expiration of the then current term or extended term. If <Short Name> has properly notified PMGAA of its desire to exercise the Extension and PMGAA approves such in writing, then <Short Name>’s Extension of the Term of this Agreement shall become effective and all references herein to the "Term" shall mean the initial term as extended.

3. FEES AND CHARGES.

3.1 <Short Name> shall pay PMGAA fees and charges as outlined below:

3.1.1 Landing Fees. <Short Name> shall pay a landing fee, at a rate equal to the amount reflected on the most current Airport Rates & Charges Schedule at the time of the aircraft operation, for each flight operated by or in conjunction with <Short Name> that is subject to a landing fee. The weight used to determine the landing fee for any particular aircraft shall be its maximum certificated gross landing weight (MGLW), as certified by the Federal Aviation Administration. The amount to be paid to PMGAA by <Short Name> monthly for each preceding calendar month of aircraft landings shall be reported, due and payable to PMGAA no later than the TWENTIETH (20th) day of the month succeeding the calendar month in which the aircraft landings took place.

3.1.2 Aircraft Ramp Space and Services. <Short Name> shall pay PMGAA monthly for any overnight aircraft ramp parking, aircraft line services, out-of-station Aircraft Rescue and Firefighting (ARFF) services, operations safety officers, ground service equipment use, fuel spill response teams and any other space or service requirements as specified in the Airport Rates & Charges Schedule or, if not so specified in that Schedule, as determined by PMGAA. <Short Name> shall remit all payments due PMGAA within THIRTY (30) days of <Short Name>’s receipt of PMGAA’s invoice therefor.

3.2 With regard to the fees and charges specified in SECTION 3.1 above, the following conditions and considerations shall apply:

3.2.1 Airport Rates & Charges Schedule. The Airport Rates & Charges Schedule referred to in this Agreement may be revised from time to time. <Short Name> shall pay the most current fee(s) at the time of the event or service, as applicable, unless specifically outlined in this Agreement. The current Airport Rates & Charges Schedule is attached as Exhibit A and is subject to change without prior notice or approval of <Short Name>.

3.2.2 Finance Charges and Late Fees. If <Short Name> fails to pay any charge due and owing to PMGAA in full on or before the applicable due date, <Short Name> shall be responsible for interest on the unpaid fee or charge at the rate of EIGHTEEN PERCENT (18%) per annum from the due date until payment in full is made. In addition, in the event any payment is received more than TEN (10) days after the due date, a late penalty of TEN PERCENT (10%) of the amount of such delinquent amount shall be due and payable in addition thereto.
3.2.3 **Books and Records.** <Short Name> shall maintain permanent books, records and ledgers accurately reflecting the total number of monthly aircraft landings for all aircraft subject to a landing fee indicating the make, type (including model designation), registration number, maximum certificated gross landing weight, and arrival and departure time of each aircraft involved. These records shall be made available to PMGAA upon request. PMGAA may audit the books, records and ledgers maintained by <Short Name> in accordance with this SECTION 3. In the event an audit reveals a deficiency of TWO PERCENT (2%) or greater in the amount of payment made pursuant to this SECTION 3, <Short Name> shall not only pay such deficiency but also the cost of any audit performed by PMGAA.

4. **INSURANCE.**

4.1 **General.** <Short Name> shall procure and maintain the following types and amounts of insurance for its operations at the Airport throughout the Term of this Agreement and any Extension thereto:

4.1.1 [To be determined, based on holder’s permitted use(s).]

4.1.2 [To be determined, based on holder’s permitted use(s). Add additional sections, as necessary.]

4.1.3 Workers’ Compensation insurance, as required by law, and Employer’s Liability insurance in the amount of $<dollar amount>.

4.2 **Form.** Each insurance policy obtained pursuant to this SECTION, except for Worker’s Compensation and Employer’s Liability policies, shall: (i) name PMGAA as an additional named insured; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to PMGAA not less than THIRTY (30) days before such cancellation or modification takes effect (TEN (10) days in case of nonpayment of premium); and (iii) contain a waiver of subrogation in favor of PMGAA. <Short Name> shall not permit any insurance policy to be canceled or modified without PMGAA’s written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed to do business in the State of Arizona and possessing a rating of at least A - VII or higher from the A.M. Best Company, or an equivalent rating and approved by PMGAA.

4.3 **Additional Insurance.** At any time during the Term of this Agreement, including any Extension thereto, PMGAA may, if in its reasonable determination the insurance coverage required by this SECTION 4 is no longer adequate, require <Short Name> to increase its coverage to commercially reasonable amounts.

4.4 **Blanket Insurance.** <Short Name>’s insurance obligations under this Agreement may be satisfied by means of the general corporate “blanket” policies carried by it and evidenced by the insurance carrier’s standard certificates thereof.

4.5 **Use of Proceeds.** Proceeds of any liability and property damage insurance required under this SECTION 4 shall be applied toward extinguishing, satisfying or remedying the liability, loss or damage with respect to which such proceeds may be paid.

5. **INDEMNIFICATION.**

To the fullest extent permitted by law, <Short Name> hereby agrees to defend, indemnify and hold harmless PMGAA and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions and employees (hereinafter referred to collectively as the “PMGAA” for purposes of this SECTION 5) for, from and against any and all claims, causes of action, liability, suits, litigation (including reasonable attorney’s fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever which arise out of or in connection with (i) any accident, injury or damages occurring at or on the Airport, or (ii) any negligent act or omission of <Short Name> or its agents, employees, contractors, or subcontractors (hereinafter referred to collectively as “<Short Name>” for purposes of this SECTION 5) in connection with <Short Name>’s operations hereunder and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or (iii) the failure of <Short Name> to comply with any provisions of this Agreement. This indemnification shall exclude responsibility for any consequential...
damages and for claims arising by reason of the negligent or wrongful act of PMGAA or its employees, contractors or agents.

6. DISABLED OR ABANDONED AIRCRAFT.

6.1 Should any aircraft owned or operated by <Short Name>, through accident or for any other reason, become disabled or be abandoned in any area which could interfere with the continuous, normal operations of any of the runways, taxiways and airfield facilities at the Airport, <Short Name> shall:

6.1.1 Immediately remove said aircraft to such location as may be designated by PMGAA, unless such aircraft is required to remain in place pending investigation by the appropriate regulatory agency or agencies of the federal government; and

6.1.2 In the event of any accident where federal investigation in place is required, immediately upon receiving clearance to do so from the appropriate federal agency, remove said aircraft and any wreckage or debris resulting therefrom to the area(s) designated by said federal agency authorizing such removal; otherwise, such aircraft wreckage and debris shall be immediately removed from the Airport or stored at a location approved by PMGAA.

6.2 Should <Short Name> fail to proceed immediately to remove disabled aircraft, or should aircraft owned or operated by <Short Name> be abandoned on the Airport, PMGAA shall have the right to remove such aircraft by any means PMGAA deems necessary under the circumstances, and <Short Name> shall, to the fullest extent permitted by law, indemnify, defend, keep and hold PMGAA, its members, board of directors, officers, agents, officials, servants, employees and contractors harmless from and against any and all claims, costs, loss, liability, actions, suits, proceedings, damage or expense (including costs of suit and attorneys’ fees and expenses) incurred by PMGAA or claimed by anyone by reason of removal of said aircraft, injury to persons or property or damages to such aircraft caused by such removal, as well as storage costs therefor. <Short Name> shall reimburse PMGAA for any costs incurred by PMGAA in removing and storing any aircraft, any property damage to the airport caused by such aircraft or removal within TEN (10) days of demand therefor.

7. MAINTENANCE.

7.1 Compliance. <Short Name> shall, at <Short Name>’s sole cost and expense, ensure strict adherence to the provisions of PMGAA’s Airport Minimum Standards, as they now exist or may be subsequently revised at PMGAA’s sole discretion, and as provided herein in performing authorized maintenance on its aircraft on the Airport.

7.2 Sound and Noise Suppression. <Short Name> shall comply fully with PMGAA rules and requirements when performing high-speed engine test operations at the Airport, if any, to mitigate excessive ambient sound and/or noise that may be generated incident thereto and that have or may have an adverse effect on other Airport tenant operations and the surrounding community. <Short Name> acknowledges and agrees that said rules and requirements for such test operations may change from time to time at PMGAA’s sole discretion. <Short Name> also agrees that any costs associated with compliance with PMGAA’s rules and requirements for sound or noise suppression or mitigation shall be borne solely by <Short Name>.

8. ENVIRONMENTAL COMPLIANCE.

<Short Name> shall at all times during the existence of this Agreement promptly observe and comply with applicable Federal, State, and local laws, regulations, rules and standards concerning the environment (collectively, the “Environmental Laws”). <Short Name> shall be responsible for collecting, storing, recycling and/or disposing of its hazardous or toxic waste, if any, in compliance with the Environmental Laws governing the storage and disposal of hazardous or toxic waste. <Short Name> shall ensure its employees and agents are aware that domestic drains, storm drains, or industrial waste drains shall not be used to dispose of gasoline,
hydraulic fluid, solvents, concentrated cleaning agents or any other hazardous or toxic materials. Where so required, PMGAA may act on behalf of <Short Name>, as and if appropriate, to dispose of <Short Name>’s waste, sign manifests on behalf of <Short Name> and assign such disposal to <Short Name>’s EPA identification (ID) number. <Short Name> shall repay PMGAA the costs and fees for doing so within TEN (10) days of demand therefor. <Short Name> shall, to the fullest extent permitted by law, indemnify, defend and hold PMGAA, its members, board of directors, officers, agents, officials, employees, and contractors harmless from and against any and all claims, costs, loss, liability, actions, suits, proceedings, damage or expense including, but not limited to, the costs of suit and reasonable attorneys’ fees and expenses of any nature whatsoever arising out of or related to <Short Name>’s failure to comply with the Environmental Laws.

9. TAXES AND RELATED IMPOSITIONS.

In the event any governmental authority shall impose a tax or imposition based upon this Agreement, upon <Short Name> or its aircraft, or upon payments to be made hereunder, <Short Name> shall pay such amounts either to PMGAA or the appropriate governmental authority on or before any delinquency date. Specifically, <Short Name> shall be responsible for any transaction privilege, sales, excise or other similar tax except income taxes as a result of this Agreement. <Short Name> shall also pay all licensing or permitting fees necessary or required by law for the conduct of its aeronautical operations hereunder, or any other matters hereunder. <Short Name> shall be responsible for any property interests created hereunder, which may constitute or be deemed to be a possessory interest for purposes of taxation.


10.1 <Short Name> shall at all times comply with all federal, State and local laws and ordinances, rules and regulations, which are applicable to its operations, or the operation, management, maintenance, or administration of the Airport, including but not limited to the Americans with Disabilities Act, and all laws, ordinances, rules and regulations adopted after the Effective Date. <Short Name> shall at all times comply with all rules and regulations, and minimum standards established by PMGAA regarding operation and maintenance of the Airport, copies of which are attached as Exhibit B and are incorporated herein. <Short Name> will be responsible for controlling and preventing disruptive pedestrian and vehicle traffic, if any, associated with its activities on the Airport. <Short Name> also shall display or provide copies to PMGAA of any permits, licenses, or other evidence of compliance with laws upon request.

10.2 PMGAA shall operate the Airport in compliance with all applicable Federal state and local laws, ordinances, rules and regulations, and shall enforce the Airport Rules and Regulations established by it to ensure the effective and orderly operation of the Airport, and to prevent any disruption caused by <Short Name>’s operations at and on the Airport.

10.3 <Short Name> acknowledges receipt of PMGAA’s Fly Friendly noise abatement procedures and will provide such information to flight crews and/or students, post the information in <Short Name>’s flight planning area, and use the procedures to the extent possible when consistent with safety and air traffic control directives.

11. DEFAULT: TERMINATION BY PMGAA.

11.1 General Grounds. PMGAA may terminate this Agreement upon the occurrence of any of the following events:

11.1.1 Failure of <Short Name> to perform any of its obligations under this Agreement, or any other contract, license or agreement between the Parties, which failure shall not be cured within FIVE (5) business days after delivery by PMGAA to <Short Name> of a written notice of such failure.
11.1.2 The filing of any lien against the Airport because of any act or omission of <Short Name> which is not discharged within FIVE (5) business days of receipt of actual notice of such lien by <Short Name>.

11.2 Failure to Pay Fees. PMGAA may declare <Short Name> in default of this Agreement by giving <Short Name> FIVE (5) business days written notice of <Short Name>’s failure to timely pay any fees or payments due pursuant to this Agreement. If <Short Name> fails to cure such payment default within said FIVE (5) business day period, PMGAA may, in its sole discretion, elect to do any one or more than one of the following:

11.2.1 Institute action(s) to enforce this Agreement; or
11.2.2 Terminate this Agreement automatically without further notice to <Short Name>; or
11.2.3 Exercise any other remedy allowed by law or equity.

11.3 Failure to Provide Insurance. In the event <Short Name> at any time fails to maintain all insurance coverage required by this Agreement, PMGAA shall have the right, upon written notice to <Short Name>, immediately terminate this Agreement or secure the required insurance at <Short Name>’s expense.

11.4 No Waiver by WGAA. No waiver by PMGAA of any default by <Short Name> in the performance of its obligations under this Agreement shall be deemed to be a waiver of any subsequent default by <Short Name> in the performance of any such obligations.

12. GOVERNING LAW; ATTORNEY’S FEES.

The laws of the State of Arizona shall govern the matters set forth in this Agreement. Venue of any action brought under this Agreement shall, at the option of PMGAA, lie in Maricopa County, Arizona. In the event of any litigation or arbitration between PMGAA and <Short Name> arising under this Agreement, the successful party shall be entitled to recover its attorney’s fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

13. NONWAIVER.

PMGAA’s right to revoke this Agreement shall be absolute. Any election by PMGAA to not enforce any provision of this Agreement, or any failure by PMGAA to exercise any of the remedies allowed PMGAA under this Agreement, shall not operate as a waiver by PMGAA of any of its right hereunder.

14. ASSIGNMENT.

<Short Name> shall not assign or transfer any right or interest in this Agreement.

15. OTHER RESTRICTIONS.

<Short Name> shall comply with all rules, laws, ordinances, and statues of any governmental authority having jurisdiction over the Airport or the matters provided in this Agreement.

16. AIRPORT SECURITY.

PMGAA has implemented an Airport Security Plan (the “Security Plan”) in a form acceptable to the Transportation Security Administration pursuant to 49 CFR Parts 1540, 1542, and 139. <Short Name> shall at all times comply with the Security Plan and shall indemnify, defend and hold PMGAA harmless from any violations of the Security Plan committed by any agents, employees, invitees, subcontractors or independent contractors of the <Short Name>. PMGAA reserves the right to modify the Security Plan from time to time as it deems necessary.
17. NOTICE.

17.1 All notices required or permitted under this Agreement shall not be effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses:
17.2 Notices shall be deemed to have been received TWO (2) business days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by reputable commercial overnight courier service. Any Party may designate in writing a different address for notice purposes pursuant to this SECTION.

18. PRIOR AGREEMENTS AND PERMITS.

Upon execution hereof, this Agreement shall supersede and cancel any prior agreements between PMGAA and <Short Name> with respect to the business activities governed hereby. <Short Name> shall not construe PMGAA’s execution of this Agreement as a waiver of any prior indebtedness or obligation to PMGAA under any prior agreement or license, nor does PMGAA waive any claim or cause of action arising therefrom.

19. CORPORATE AUTHORIZATION.

In executing this Agreement, <Short Name> represents and warrants to PMGAA that if <Short Name> is a corporation, <Short Name> has obtained and been granted the full right, power and authority to enter into this Agreement.

20. MISCELLANEOUS.

20.1 Personal Liability. No member of or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement because of any breach thereof or because of its execution or attempted execution.

20.2 No Waiver. No provision of this Agreement may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought.

20.3 Non-Waiver of Rights. No waiver or default by PMGAA of any of the terms, conditions, covenants or agreements hereof to be performed, kept or observed by <Short Name> shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to be performed, kept or observed by <Short Name>, and PMGAA shall not be restricted from later enforcing any of the terms and conditions of this Agreement.

20.4 Amendment. Only a written instrument executed by the Parties may amend this Agreement.

20.5 Invalid Provisions. Should any provision of this Agreement or any application thereof be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, unless one or both Parties would be substantially and materially prejudiced.

20.6 Headings. The headings contained herein are for convenience in reference only and are not intended to define or limit the scope of this Agreement or any term thereof.

20.7 Entire Agreement. This Agreement, including exhibits attached hereto at the time of its execution, constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, understandings and agreements between the Parties concerning such matters.
21. **INCORPORATION OF RECITALS.**

The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement to be effective on the Effective Date specified above.

FOR PMGAA: ________________________________

(Signature)

By: J. Brian O’Neill, A.A.E. ________________________________

(Printed Name)

Its: Executive Director/CEO ________________________________

(Title)

Date Signed: ________________________________

FOR **<SHORT NAME>:** ________________________________

(Signature)

By: **<Signatory Name>** ________________________________

(Printed Name)

Its: **<Signatory’s Title>** ________________________________

(Title)

Date Signed: ________________________________
EXHIBIT D
MINIMUM STANDARDS

(Link)

&

AIRPORT RULES AND REGULATIONS

(Link)
Board Action Item

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Air Traffic Control Tower (ATCT) Construction Services Package
Date: July 21, 2020

Proposed Motion
To Authorize contracts with multiple firms to provide for the construction of the new Air Traffic Control Tower Construction Project under CIP 927 in a total amount not to exceed (NTE) $28,083,338 as follows:

- ATCT CMAR Construction Contract with DPR Construction with a NTE amount of $27,085,472
- ATCT Post Design Construction Administration Service Contract with Leo A Daly with a NTE amount of $344,663
- ATCT Quality Assurance Materials Testing Contract with ACS Services, LLC with a NTE amount of $74,933
- ATCT Building Commissioning Services with TMCx Solutions, LLC with a NTE amount of $140,500
- ATCT Support Construction Inspection Services with Consultant Engineering, Inc with a NTE amount of $437,770

Narrative
The Phoenix-Mesa Gateway Airport Authority’s (PMGAA) Air Traffic Control Tower (ATCT) was built in 1970. Based upon a 2013 facility assessment completed by PMGAA, it was determined the ATCT is too small and too old to meet current and future needs. As the Airport continues to grow and airspace around PMGAA becomes busier and more complex, the ATCT requires expansion and replacement. In 2016 PMGAA completed an FAA sponsored Siting Study to determine the best long-term location and physical requirements for the new tower.

Based on the FAA Siting Study PMGAA proposes to construct a new ATCT approximately 410 feet northwest of the existing tower. The new ATCT structure will be 194 feet above ground level (AGL) to the top of the tower with an air traffic controller eye height of 164 feet AGL instead of the current 104 feet. The tower cab will be approximately 550 square feet instead of the current 225 square feet and will provide eight (8) controller stations plus an area for the Controller in Charge. Space on non-cab floors will contain a staff break room, meeting and training space, and a Manager’s area.
The Notice of Request for Qualifications (RFQ), Solicitation 2019-017-RFQ was issued on January 14, 2019 and advertised in the Arizona Business Gazette on 1/17, 1/24, 1/31 and 2/7/19; it was also posted on the AzAA, ACC, ACI-NA, SWAAAE and FAA Match Maker Websites as well as the Phoenix-Mesa Gateway Airport Authority Website. In addition, the RFQ was emailed to a list of 79 prospective firms and included DBE outreach. PMGAA Staff received two (2) RFQ’s on February 14, 2019. The Evaluation Panel conducted interviews on March 7, 2019 with the following firms:

DPR Construction
Skanska USA Building, Inc.

Upon conclusion of the interviews, the Evaluation Panel unanimously selected DPR Construction 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. The PMGAA Executive Team concurred with this selection.

In support of large capital projects, the Airport utilizes professional Engineering Services. These services are needed to ensure that the Airport manages the project in accordance with project specifications, and to ensure compliance with federal and state grant requirements.

Airport staff has prepared a construction package with the selected CMAR and support services necessary for the ATCT construction package to be successful and is presented as a single action with multiple proposed contracts as follows:

- ATCT CMAR Construction Contract with DPR Construction with a NTE amount of $27,085,472
- ATCT Post Design Construction Administration Service Contract with Leo A Daly with a NTE amount of $344,663
- ATCT Quality Assurance Materials Testing Contract with ACS Services, LLC with a NTE amount of $74,933
- ATCT Building Commissioning Services with TMCx Solutions, LLC with a NTE amount of $140,500
- ATCT Support Construction Inspection Services with Consultant Engineering, Inc with a NTE amount of $437,770

**Fiscal Impact**

This project was included in the FY20 and FY21 capital budgets using received FAA Grant Funds in the amount of $15,091,877 and proposed FAA grant funds of $11,993,595 as well as $3,040,637 in PMGAA non-grant funds to provide for professional services, administration and non-grant costs. The remaining FAA grant funds of $11,993,595 if 100% FAA matched will complete the funding for this project, under CIP 927.

**Attachment(s)**
Contracts
RESOLUTION NO. 20-31

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

WHEREAS the Authority desires to authorize contracts with multiple firms to provide for the construction of the new Air Traffic Control Tower Construction Project under CIP 927 in an amount not to exceed (NTE) $28,083,338;

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

The Board of Directors of the Authority hereby authorizes contracts with multiple firms to provide for the construction of the new Air Traffic Control Tower Construction Project under CIP 927 in a total amount not to exceed (NTE) $28,083,338 as follows:

• ATCT CMAR Construction Contract with DPR Construction with a NTE amount of $27,085,472
• ATCT Post Design Construction Administration Service Contract with Leo A Daly with a NTE amount of $344,663
• ATCT Quality Assurance Materials Testing Contract with ACS Services, LLC with a NTE amount of $74,933
• ATCT Building Commissioning Services with TMCx Solutions, LLC with a NTE amount of $140,500
• ATCT Support Construction Inspection Services with Consultant Engineering, Inc with a NTE amount of $437,770

This resolution also authorizes the Chair or Executive Director/CEO to execute such contracts, with such insertions, 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 21st day of July, 2020.

Gail Barney, Chair

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
CONTRACT DOCUMENTS

FOR

CONSTRUCTION MANAGER AT RISK SERVICES FOR A NEW AIR TRAFFIC CONTROL TOWER

Authority Project No. 927
Authority Solicitation No. 2019-017-RFQ

PHOENIX-MESA GATEWAY AIRPORT is owned and operated by the PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a Joint Powers Airport Authority comprised of the Cities of Mesa, Phoenix and Apache Junction, the Towns of Queen Creek and Gilbert, and the Gila River Indian Community; pursuant to Arizona Revised Statutes Section 28-8521.

As Approved by Board of Directors, July 21, 2020
A copy of the entire 493 page contract is available on request.
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PHOENIX-MESA GATEWAY AIRPORT AUTHORITY

AND

LEO A DALY

FOR

CONSTRUCTION ADMINISTRATION SERVICES FOR NEW AIR TRAFFIC CONTROL TOWER

CONTRACT NUMBER C-2021007

The Phoenix-Mesa Gateway Airport is owned and operated by the Phoenix-Mesa Gateway Airport Authority (PMGAA), a joint powers airport authority authorized by the State of Arizona and consisting of the City of Mesa, City of Phoenix, City of Apache Junction, Town of Gilbert, Town of Queen Creek and the Gila River Indian Community.
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Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona ("PMGAA") desires performance of the services more fully described in this Contract Number C-2021007 ("Contract") and the attached exhibits. Leo A Daly, a Nebraska Corporation ("Consultant"), with its principal offices located at 8600 Indian Hills Drive, Omaha, Nebraska, 68114, desires to perform these services.

Recitals

A. PMGAA requires the services as described in this Contract, including any and all exhibits and amendments, and Consultant is willing to provide these and other services under this Contract, and

B. PMGAA desires to contract with Consultant to provide services as noted herein.

Now therefore, in consideration of the recitals and the mutual covenants set forth below, PMGAA and Consultant agree as follows.

SECTION I – CONSULTANT SERVICES

The services to be performed by Consultant are specified in this Contract. PMGAA will not pay Consultant for any services that have not been authorized under the Contract. There is no guarantee of a minimum purchase of services.

The anticipated services to be provided by Consultant under this Contract shall generally include, but not be limited to, the following: Construction Administration Services for a new Air Traffic Control Tower, as more specifically described in the detailed scope of services attached as EXHIBIT A, “Scope of Services & Fee Schedule.”

PMGAA’s authorized representative shall be the PMGAA Engineering and Facilities Director, or his/her duly authorized representative, and that he/she shall be the sole contact for administering this Contract.

All services provided by Consultant under this Contract must be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Arizona. Consultant makes no other warranty, expressed or implied.

SECTION II – PMGAA RESPONSIBILITIES

PMGAA shall furnish Consultant, at no cost to Consultant, the following information or services for this Contract:

A. Access to copies of readily available maps, records, as-built drawings, benchmarks or other data pertinent to work assignments affiliated with this Contract. This does not, however, relieve Consultant of the responsibility of searching records for additional information, for requesting specific information or for verification of that information provided. PMGAA does not warrant the accuracy or comprehensiveness of any information or documents provided to Consultant.

B. In PMGAA’s discretion and upon Consultant’s reasonable request, access to staff for consultation with Consultant during the performance of this contract in order to identify the problems, needs, and other functional aspects of the work.

C. Prompt review of and feedback on Consultant’s deliverables. PMGAA will advise Consultant concerning progress of PMGAA’s review of the work, as needed.

SECTION III - PERIOD OF SERVICE

Consultant shall complete all work in accordance with the provisions of this Contract as amended.

All work initiated under this Contract must be completed on or before the expiration date of the Contract as amended.

The term of this Contract shall commence on July 22, 2020 and ends upon final acceptance of the Scope of Services, as defined herein, by PMGAA (“Base Term”), unless terminated, canceled or extended as provided in this Contract.

Consultant shall commence its services within seven (7) days of the written authorization by PMGAA. Consultant shall perform its services in a diligent manner and in accordance with this Contract.
SECTION IV – KEY PERSONNEL

The Consultant itself shall provide all services to be performed under this Contract. If Sub-Consultants are required by Consultant to perform any services listed under this contract, Consultant shall notify PMGAA prior to authorizing work by said Sub-Consultants. PMGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.

SECTION V - PAYMENTS TO THE CONSULTANT

Consultant will be paid for work performed under this Contract plus any adjustments that have been approved in writing by PMGAA in accordance with PMGAA’s Procurement Policy. Payments will be made in accordance with EXHIBIT B, “Compensation.”

All services to be rendered by Consultant are subject to the terms of EXHIBIT B, “Compensation” attached hereto.

PMGAA does not guarantee any minimum or maximum fee during the Term of this Contract, and Consultant, in executing this Contract, shall not anticipate or require any minimum or maximum fee.

PMGAA shall pay Consultant in agreed upon installments for services authorized and rendered under this Contract at the completion of each work assignment, provided Consultant has satisfactorily completed the requested work. If any such work requires time in excess of 30 calendar days to complete, progress payment(s) may be made on invoices certified and approved by PMGAA.

SECTION VI - ALTERATION IN SCOPE OF SERVICES

For any alteration in the Scope of Services that would materially increase or decrease the Contract fee, the parties shall negotiate an amendment to the Contract to be executed by PMGAA and Consultant. No work shall commence on any amendment or change until the amendment has been approved by PMGAA and Consultant has been notified to proceed by PMGAA. No claim for extra work done or materials furnished by Consultant will be allowed by PMGAA, except as provided herein, nor shall Consultant do any work or furnish any materials not covered by this Contract unless the work is first authorized in writing by PMGAA and the change complies with PMGAA’s Procurement Policy. Any work or materials furnished by Consultant without advance, written authorization will be at Consultant’s own risk, cost, and expense. Without written authorization, Consultant shall make no claim for compensation for such work or materials furnished.

SECTION VII - WORK ASSIGNMENT COMPLETION

If, during the Term of this Contract, situations arise which prevent work completion within the allotted time, PMGAA may grant an appropriate time extension.

SECTION VIII - OWNERSHIP OF DOCUMENTS

Any documents, including all electronic copies thereof, prepared under or as a result of this Contract, shall be the property of PMGAA. To the extent necessary to effectuate such ownership, Consultant hereby assigns all right, title and interests to such documents to PMGAA. Consultant shall execute any separate contracts or documents, if any, which may be necessary to implement the terms of this Section.

All of Consultant’s documents prepared under this Contract, including electronic files, are instruments of service. All of these documents become the property of PMGAA upon completion of the services and payment in full to Consultant. PMGAA may reuse or modify the documents, as it deems necessary, without Consultant’s prior written authorization. PMGAA shall indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, the “Consultant”) against any and all damages, liabilities or costs arising from PMGAA’s modification of documents produced by Consultant under this Contract unless Consultant authorizes the modification in writing. Notwithstanding anything to the contrary herein, PMGAA acknowledges that Consultant shall retain ownership of all documents created and owned by Consultant prior to the initiation of this Contract.

SECTION IX - COMPLIANCE WITH LAWS

Consultant shall comply with all federal, state and local laws, local ordinances and regulations throughout the Term.
Consultant’s signature on this Contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform and Control Act of 1986 for all personnel that Consultant and any subconsultants employ to complete any work assignment.

PMGAA shall administer this Contract in accordance with PMGAA’s Procurement Policy.

**SECTION X - GENERAL CONSIDERATIONS**

A. The failure of either party to enforce any of the provisions of this Contract or require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of the provisions, nor shall it affect the validity of this Contract or the right of either party to enforce each and every provision.

B. The fact that PMGAA has accepted or approved Consultant’s work shall in no way relieve Consultant of responsibility for the work under this Contract.

C. This Contract shall be governed by the laws of the state of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract, or any provision thereof, shall be instituted only in the courts of the state of Arizona.

D. All exhibits to this Contract and any amendments to the Contract are incorporated into it.

**SECTION XI - NO KICK-BACK CERTIFICATION**

Consultant warrants that no person has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the PMGAA Board of Directors or any employee of PMGAA has any interest, financially or otherwise, in Consultant’s firm.

For breach or violation of this warranty, PMGAA may annul this Contract without liability.

**SECTION XII – SUSPENSION OF SERVICES**

Consultant shall, within five (5) business days upon receiving written notice from PMGAA, suspend, delay, or interrupt all or a part of the Scope of Services. Consultant shall resume the Scope of Services within five (5) business days of receiving written notice from PMGAA.

**SECTION XIII – TIMES OF PAYMENTS**

Consultant shall submit periodic invoices for any unbilled portion of the services actually completed. PMGAA shall review, certify, and approve or reject each invoice in whole or in part. PMGAA shall pay each approved invoice within 30 calendar days of the date that PMGAA approves the invoice. Payments are subject to the terms set forth in EXHIBIT B, “Compensation”.

**SECTION XIV – TIMELY REVIEW**

PMGAA will review Consultant’s studies, reports, proposals, and other related documents and render any decisions required by Consultant in a timely manner. Notwithstanding these reviews, Consultant remains solely responsible for all of its deliverables and services under this Contract. By PMGAA’s reviews, PMGAA does not assume any liability for or retained control over Consultant’s work or Consultant’s responsibility for the safety of its employees.

**SECTION XV – DISPUTE RESOLUTION**

All disputes between PMGAA and Consultant arising out of or relating to this Contract will be subject to the Dispute Resolution provisions as set forth in EXHIBIT D, “PMGAA Standard Terms and Conditions”, attached hereto and incorporated herein by reference.

PMGAA and Consultant shall include a similar dispute resolution provision in all contracts with other contractors and consultants retained for the Project and shall require all other independent contractors and consultants to include a similar dispute resolution provision in all contracts with subcontractors, subconsultants, suppliers or fabricators retained by them.
SECTION XVI - LIABILITY OF CONSULTANT

To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its member governments, departments, officers, employees, and agents from and against damages to the extent caused by the Consultant's negligent acts, errors, omissions or mistakes relating to Consultant's services under this Contract.

SECTION XVII - LAWS AND REGULATIONS

All federal, state, and local laws and regulations that relate to Consultant’s services apply to Consultant’s performance of this Contract throughout. These laws and regulations are deemed included in this Contract the same as though written out in full, especially the current applicable Federal Aviation Administration (FAA) rules and regulations associated with airport projects; pertinent Airport engineering standards; and local rules, regulations, and industry standards.

SECTION XVIII – ARCHAEOLOGICAL RESOURCE PROTECTION

While performing services under this Contract, Consultant may encounter a known or unknown archaeological site located at the Airport. If Consultant encounters what it believes to be an archaeological site, Consultant shall immediately notify PMGAA of the site’s location and take all reasonable precautions to protect and preserve the site until PMGAA otherwise directs.

SECTION XIX INSURANCE REQUIREMENTS

1. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatıves, or employees.

2. All insurance policies required by this Contact, except 
   Workers Compensation and Professional Liability, shall name PMGAA, its agents, representatives, officers, directors, officials and employees as Additional Insured.

3. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
   a. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.
   b. Commercial General Liability: Insurance Services Office Form CG 00 01 covering Bodily Injury and Property Damage on an “occurrence” basis, including personal & advertising injury with limits no less than $1,000,000 per occurrence, $2,000,000 General Aggregate.
   c. Auto Liability: ISO Form CA 00 01 covering any auto (Symbol 1), or if Consultant has no owned autos, hired, (Symbol 8) and non-owned autos (Symbol 9), with limit no less than $1,000,000 Combined Single limit per accident for bodily injury and property damage.
   d. Workers’ Compensation: Statutory Limits as required by the state of Arizona, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. If the Consultant maintains higher limits than the minimums shown above, PMGAA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PMGAA, not to exceed twice the amount of the minimum limits specified in this Section XIX.

5. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:
   a. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to PMGAA.
   b. Waiver of Subrogation: Consultant waives any right to subrogation. Consultant shall obtain an endorsement necessary to affect this waiver of subrogation from the insurer for all lines of coverage required by this Contract, except Workers Compensation and Professional Liability, for claims arising out of the Consultant’s work or service.
c. Primary Coverage: For all General and Auto Liability claims related to this Contract, all of Consultant’s insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by PMGAA, its officers, officials, employees, or volunteers will be in excess of Consultant’s insurance and will not contribute with it.

d. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to PMGAA. PMGAA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A, VII, unless otherwise acceptable to PMGAA.

f. Claims Made Policies: No Claims Made policies (other than Professional Liability) will be accepted. For policies that provide claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

g. Verification of Coverage: Consultant shall furnish PMGAA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PMGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide the required insurance. PMGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

h. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that PMGAA is an additional insured on insurance required from subcontractors.

i. Special Risks or Circumstances: PMGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

SECTION XX OPINION OF PROBABLE COSTS

Notwithstanding anything to the contrary, Consultant’s opinions of probable total project costs, constructions costs, and/or estimates of quantities, if any, provided as part of the services under the Contract are made on the basis of Consultant’s knowledge, experience and qualifications and represent Consultant’s judgement as an experienced professional. Consultant does not guarantee that proposals, bids, actual total project costs, total construction costs or quantity estimates will not vary from the opinions provided by Consultant.

SECTION XXI MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except for consequential damages covered by insurance required by this Contract, or covered in, arising out of or relating to Consultant’s indemnification obligations provided in Article 21, in no event shall either party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages, or for any special incidental, consequential or liquidated loss or damages of any nature arising at any time or from any cause whatsoever.

SECTION XXII CONSTRUCTION MEANS, METHODS, AND SAFETY

Consultant is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities, means, methods or health or safety programs at the project site or in connection with the work; or
supervising, directing, controlling, or otherwise being in charge of the actual work of the Construction Contractor, its sub-contractors, or other materialmen or service providers not engaged by Consultant.

SECTION XXIII MUTUAL WAIVER AND RELEASE AGAINST INDIVIDUAL EMPLOYEES

Consultant and PMGAA agree to release, waive, discharge, and covenant not to sue individual employees of the other party from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or the result of any loss or injury stemming from the performance of the Agreement that may be sustained, regardless of whether such loss is caused by the negligence of the employee and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law—except in cases of gross negligence or willful misconduct.

Executed as of the Commencement Date.

CONSULTANT
LEO A DALY, a Nebraska Corporation

By: ________________________________
Name: Nancy Melby
Title: Vice President/Dir. Ops.
Date: May 28, 2020

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

By: ________________________________
Name: J. Brian O'Neill, A.A.E.
Title: Executive Director/CEO
Date: ________________________________
EXHIBIT A - SCOPE OF SERVICES & FEE SCHEDULE

The services to be performed by Consultant and the completion of related efforts are specified in the following Scope of Services & Fee Schedule agreed to by the parties.

SCOPE OF SERVICES

19 May 2020

Phoenix-Mesa Gateway Airport Authority
5835 South Sossaman Road
Mesa, Arizona  85212-5014

Attn:  Mr. Bob Draper, PE, LEED®AP, CM, Engineering & Facilities Director

Subject:  PMGAA Air Traffic Control Tower

Ref:  LEO A DALY Construction Phase A/E Services Proposal
(Revision #2)

Dear Bob,

Thank you for the opportunity to provide you with our A/E services proposal to support you and the entire PMGAA project team on the upcoming construction phase for the new PMGAA Airport Air Traffic Control Tower (ATCT). We at LEO A DALY have enjoyed working with you and your PMGAA team on this project’s design, and we would greatly appreciate the continued opportunity to do so during the construction phase.

We have developed this revised proposal to update our named key team professionals, labor rates, and fees per your request. This document remains consistent with our previous proposal from a scope of work standpoint as outlined below.

We propose to assign and dedicate the following A/E key team professionals for this upcoming project phase, those individuals being:

- Dan Dellovichio, PE - Project Manager, Mechanical Engineer
- Denia Goezer, AIA, NCARB - Project Architect
- Melissa Rodriguez, PE - Fire Protection Engineer
- Abby Goranson, PE - Structural Engineer
- Kori Hoyle, PE - Electrical / Communications Engineer
- Emily Osborn - Interior Designer

We propose to provide PMGAA with the following A/E services during the construction phase:

Submittal Reviews – These include reviews of Contractor-approved submittals initiated by the various trade contractors (and submitted with approvals by DPR Construction). Submittals generally include shop drawings, product data, and samples. Based on two recent past ATCT construction projects of comparable size/configuration, we expect to review approximately 150 (+/-) initial and potential re-submittal reviews.

Substitution Requests – We have assumed up to 8 substitution requests coming from various trades requiring A/E review and action.

Requests for Interpretation (RFIs) – Based on comparable value early-design assist CM-based projects and design-build ATCT projects, we expect up to a maximum combined total of 75 RFIs, involving reviews and responses by the various A/E disciplines.
**Architect's Supplemental Instructions (ASIs)** - Prepare and issue supporting documentation for up to 10 ASIs over the course of the construction period.

**Contractor-initiated Change Order Requests (CORs)** - Review, in conjunction with PMGAA and DPR dialog, various CORs initiated by the various sub-trades. We anticipate up to a maximum of 5 CORs for this project, given the design phase information exchanges/meetings with DPR's proposed prime sub-trade contractors.

**Owner-Architect-Contractor (OAC) Bi-weekly Meetings** - LEO A DALY attendance (via either audio or video call links) at each bi-weekly 1-hour duration OAC meeting is assumed as being by one individual; that typically being either the project manager or project architect, or occasionally one of the key discipline leads, as the anticipated primary agenda topic warrants.

**Periodic On-Site Observation Visits** - We propose 7 total key team individual visits during the construction progress phase, with 5 as per your specific direction. These include 5 structural visits, plus 1 mechanical, and 1 electrical (per our recommendation noted above) scheduled in conjunction with DPR to coincide with certain key construction activities.

The structural observation visits would occur during the following key construction activities:
- ATCT Precast Panel Mockups (1 day on-site);
- 2nd Floor Precast Erection (and observe inter-panel rebar placement/concrete infill);
- Tower Precast Shaft Erection Phase;
- Upper Tower Steel Framing/Pre-erected Pick Placement;
- Cab Structure pick/lift/placement with column base connections

All on-site visits include a follow-up trip report submitted to PMGAA of key observations/findings. All of the latter trips assume 2 days on-site.

**Substantial Completion Walk-thru** - When notified by DPR that the project is deemed as being substantially complete, these walk-thru observations would be conducted jointly along with both PMGAA and DPR representatives. This walk-thru includes a review of available DPR (and PMGAA) punch lists, as well as providing supplemental punch list items as observed. This joint visit is for 2-days on-site Sr. Project Architect, Sr. Structural, Sr. Fire Protection, Sr. Mechanical and Sr. Electrical Engineers. A follow-up trip report will be submitted to PMGAA of the identified supplemental punch list items.

**Final Completion Visit** - This final walk-thru visit would be conducted by both the Sr. Project Architect and Project Manager. This visit is assumed as being of 1-day duration, including a report of findings and a determination of recommendation for final completion.

**Record CAD Drawings** - Preparation of project record CAD drawings is based on using the CMAR's (DPE's) field master set markups of the LEO A DALY construction issue documents. Deliverables to PMGAA include all related digital files and 3 full-sized sets of drawing prints.

**Mounted/Framed Artistic Color Graphic Renderings** - Prepare and ship 3 enlargements of the ATCT exterior color rendering, matted, mounted, and (metal) framed with museum glass.

**Project Management and On-Going Communications** - with PMGAA and DPR Construction, provided as required.
Caveats and Assumptions:
- PMGAA-directed Design Modifications after the initiation of the Construction Phase shall be deemed as Additional Services.
- Proposed A/E services are based on coordination with PMGAA’s prior-selected Construction Manager-at-Risk (CMAR); DPR Construction of Phoenix, AZ.
- Tentative Construction Phase: 18 to 20-months (maximum), initiating during September 2020.
- Printing of Construction Issue Document Sets is Excluded.
- Record Drawing mylar plots are Excluded; however, may be provided upon request as an Additional Service.
- Development of procurement specifications associated with loose furniture, fixtures, office equipment (FF&E), and/or artwork is Excluded.
- A/E services related to the preparation of Demolition Documents for the existing control tower are Excluded.
- Preparation of a Spill Prevention Countermeasures Control Plan (SPCC) for the ATCT and its immediate site is Excluded.
- Preparation of a Stormwater Pollution Prevention Plan (SWPP) is Excluded (understood as being developed/provided by the Construction Contractor).
- Preparation of documentation related to Construction Phasing and/or Construction Site Staging/Laydown/Hauling Routes, etc. is Excluded. Assumed as being developed/provided by DPR Construction.
- Services related to the preparation and issuance of the following documents are Excluded with the understanding that same would be handled by PMGAA (per prior direction from yourself):
  - Requests for Contractor Proposals (RFPs)
  - Construction Change Directives (CCDs)
  - Construction Change Orders (CCOs)
- Reviews/evaluations of CMAR and sub-trade Construction Schedules and Workplans are Excluded.
- Review/lienon services associated with direct communications, reviews of, and addressing actionable items contained in, reports generated by PMGAA’s Special Inspectors, Commissioning Authority (CxA), and other Authorities Having Jurisdiction are Excluded.
- Reviews of, and recommendations related to the CMAR’s detailed Monthly Pay Applications are Excluded.
- Reviews of, and recommendations pertaining to the validity of items itemized on the CMAR’s Construction Contingency Log are Excluded.
- Commissioning Services (CxA), Special Inspector Services, Witness Testing, Geotechnical Engineering Services, Cost Estimation Services, and any other on-site related specialty or sub-consultancy-related services not hereinbefore described are Excluded.

LEO A DALY proposes to provide PMGAA with the identified construction phase services for the fee indicated as follows.

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Fully-burdened Labor Fee</td>
<td>$323,059.89</td>
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<tr>
<td>Other Direct Expenses</td>
<td>$21,602.36</td>
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<td>(travel, printing, communications)</td>
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</tr>
<tr>
<td>Total LUMP SUM Proposal</td>
<td>$344,662.25</td>
</tr>
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Furthermore, should it be determined during the course of the project construction phase that either the volume of the anticipated/identified services are appreciably exceeded, that PMGAA would desire for any of the above-noted excluded services be provided, that additional in-person on-site visits become warranted, or should the
construction period be appreciably lengthened for currently unanticipated reasons, such services would be considered as Additional Services warranting additional compensation.

Such Additional Services would be provided by LEO A DALY to PMGAA upon specific written direction to do so, and would be billed as either pre-negotiated additional lump sum amounts, or as hourly (time and material) per the unit discipline category labor rate table as appended to this proposal.

Services-associated direct expenses would be billed at 1.10 times the actual incurred cost.

It is assumed for this proposal that our services in this regard would start upon receipt of a written Notice To Proceed (NTP) from PMGAA following PMGAA Board contract award approval, and that all other applicable contractual Terms and Conditions as included under our earlier-executed (current) Design Phase A/E services contract with PMGAA (Contract # C-2019011) would continue to apply (with the exception of terms specifically relevant to DBE participation requirements, which we understand as not being applicable to LEO A DALY's construction phase services).

We trust that you will find this proposal acceptable and inclusive of the professional A/E services that PMGAA requires to support the construction phase of your new ATCT.

Please contact me or Nancy Melby, Vice President, Director of Operations (Omaha) should you have any questions or comments regarding this proposal.

Very truly yours,
LEO A DALY Company

[Signature]
Daniel J. Dellavecchio, PE, LEED®AP
Vice President; Sr. Mechanical Engineer

[Signature]
Nancy M. Melby, PE, SE, LEED®AP
Vice President, Director of Operations (OMA)

Attachment: 2021/22 LEO A DALY Hourly Labor Category Rate Schedule
FEE SCHEDULE

For the services provided herein, PMGAA agrees to pay Consultant the not to exceed amount of $344,622.25

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<th>JOB NAME:</th>
<th>Phoenix-Mesa ATCT CA</th>
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<td>AS OF:</td>
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<tr>
<th>LABOR CATEGORY</th>
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<td>Sr. Prof Architect</td>
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### Mesa, AZ
Phoenix-Mesa Gateway Airport Authority - New Air Traffic Control Tower

#### 9/1/2020

**Labor & Hourly Cost Estimates**

#### Labor (HOURS)

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#### Other Direct Expenses

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<td>Site Observation Visits</td>
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<tr>
<td>Subtotal (Other Direct Expenses)</td>
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#### TOTAL SUBTOTAL DIRECT LABOR


#### Proposal Amounts

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<tr>
<td>TOTAL LAD LABOR</td>
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### Caveats & Assumptions:

1. **PMGAA** demand Design modifications after the initiation of the Construction Phase shall be considered as Additional Services.
2. **A/E** Services base assumption coordination with **PMGAA** selected Construction Manager at-Risk (DPR Construction) during the Construction Phase.
3. **PMGAA** Coordination Communications (on-going)
4. **A/E** Services basis assumes coordination with **PMGAA**'s-selected Construction Manager at-Risk (DPR Construction) during the Construction Phase.
5. Preparation of **A/E** Services for Assessment of and/or Preparation of Demolition Documentation for the existing ATCT are EXCLUDED.
6. Should any EXCLUDED services become deemed as necessary by **PMGAA**, upon written request and negotiation of associated fees, such services may be provided as Additional Services.
7. **PMGAA** demanded Design modifications after the initiation of the Construction Phase shall be considered as Additional Services.

---

**CONSTRUCTION PHASE LABOR RATES**

(Valid Labor Category Hourly Rates Valid thru Nov 2020 - **Daily/20 Hours**)

<table>
<thead>
<tr>
<th>Description</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td><strong>A/E</strong> Managing Principal Oversight</td>
<td>$205.35</td>
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<tr>
<td><strong>A/E</strong> Services for Assessment of and/or Preparation of Demolition Documentation for the existing ATCT</td>
<td>$250.00</td>
</tr>
<tr>
<td><strong>A/E</strong> Services for Assessment of and/or Preparation of Demolition Documentation for the existing ATCT</td>
<td>$250.00</td>
</tr>
<tr>
<td><strong>PMGAA</strong> Coordination Communications (on-going)</td>
<td>$200.00</td>
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<tr>
<td><strong>A/E</strong> Services for Assessment of and/or Preparation of Demolition Documentation for the existing ATCT</td>
<td>$200.00</td>
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</tbody>
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**CONSULTANTS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rates</th>
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<tr>
<td><strong>A/E</strong> Managing Principal Oversight</td>
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<tr>
<td><strong>A/E</strong> Services for Assessment of and/or Preparation of Demolition Documentation for the existing ATCT</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>PMGAA</strong> Coordination Communications (on-going)</td>
<td></td>
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</tr>
<tr>
<td><strong>A/E</strong> Services for Assessment of and/or Preparation of Demolition Documentation for the existing ATCT</td>
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### Total Proposal Amounts

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<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>TOTAL LAD CONSULTANTS</td>
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</tr>
<tr>
<td>TOTAL LAD LABOR</td>
<td>$344,662.25</td>
</tr>
</tbody>
</table>

---

**Construction Start:**

**Construction Substantial Completion:**

**Final Completion:**
## Mileage (LAD-Airport)

**AVG reimb. rate thru 2019**

- $0.60 per mile
- **14 miles/trip**
- **50 trips**
- **$420.00**

## Meals (Per Diem)

- **$56.00 daily on-site**
- **22 people days**
- **$1,232.00**
- **$42.00 travel days (@75%)**
- **28 people days**
- **$1,176.00**

**GSA 2020 CONUS Rates - Maricopa County**

**TOTAL TRAVEL = $17,261.00**

### B&W PRINTING (8.5 x 11)

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<thead>
<tr>
<th>Item</th>
<th>QTY</th>
<th># / shts</th>
<th># sets</th>
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<th>Total (per set)</th>
</tr>
</thead>
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**Sub-Total PRINTS = $703.36**

### Full-Sized DRAWING PLOTS

**FOR CONSTRUCTION**

<table>
<thead>
<tr>
<th>Discipline</th>
<th>QTY</th>
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<th># sets</th>
<th>Signed &amp; Sealed For PMGAA</th>
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<tbody>
<tr>
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<td>6</td>
<td>0</td>
<td>6</td>
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<td>$980.00</td>
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<tr>
<td>Civil / Site / Topo</td>
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<td>0</td>
<td>20</td>
<td>0</td>
<td>20</td>
<td>$2,600.00</td>
</tr>
<tr>
<td>Architectural</td>
<td>39</td>
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<td>39</td>
<td>$5,520.00</td>
</tr>
<tr>
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<td>63</td>
<td>0</td>
<td>63</td>
<td>$7,560.00</td>
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<tr>
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<tr>
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<td>41</td>
<td>0</td>
<td>41</td>
<td>$5,320.00</td>
</tr>
<tr>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
| Sub-Total DRAWING Prints = $1,276.00**

### Full-Sized RECORD DRAWING PLOTS

- **Architectural**
  - Signed & Sealed For PMGAA: 696 sheets, $765.60
- **Interior Design / FF&E**
  - Loose originals: 200 sheets, $40.00

**Total Estimated Sheets / Set = 232**

**Sub-Total PRINTING = $3,329.36**

### Communications

- **Shipping**
  - PMGAA boxes: FEDEX / UPS, $680.00
  - DPR-related: FEDEX / UPS, $220.00
  - misc.: FEDEX / UPS, $280.00

**Totals**

- **50#**
  - FEDEX Box: $112.00
  - DPR-related: $82.00
  - misc.: $50.00

- **1#**
  - Mounted/Matted/Glazed/Framed Artistic Graphic Renderings (Materials for 3 total):
    - For PMGAA: $1,350.00

**Estimated Drawing Set Sheets (per Discipline)**

- **Full-sized DRAWING PLOTS**
  - General: 464 sheets, $510.40
  - Fire Protection / Life Safety: 3 sheets, $38.00
  - Civil / Site / Topo: 22 sheets, $28.00
  - Architectural: 696 sheets, $765.60
  - Structural: 1392 sheets, $1,608.00
  - Exterior Design / FF&E: 6 sheets, $72.00
  - Interior Design / FF&E: 24 sheets, $288.00
  - Electrical / Communications: 1320 sheets, $1,584.00
  - Mechanical (HVAC+PLBG): 720 sheets, $864.00
  - Sub-Total DRAWING Prints = $3,328.00

## Estimated Drawing Set Sheets (per Discipline)

<table>
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<tr>
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<th>QTY</th>
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<td>$0.00</td>
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<tr>
<td>Sub-Total DRAWING Prints = $1,276.00</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Mounted Renderings (Materials for 3 total)

- Signed & Sealed For PMGAA: $1,350.00

### Video & Audio Teleconferences

- Included as required (part of LAD overhead; no additional charge to Client)

**Total COMMUNICATIONS = $1,012.00**
EXHIBIT B - COMPENSATION

All compensation for services rendered by Consultant shall be based upon criteria established below. All services must be billed through the Consultant.

1. Fees to be Specified in Contract
Any and all services to be performed under this Contract require approval. All compensation for services shall be identified in writing. The Contract shall describe the scope of services to be performed (by tasks and subtasks, where appropriate), the fees associated with that performance, and any applicable special provisions. Consultant’s compensation for services included in this Contract is totaled and set forth in EXHIBIT A, “Scope of Services and Fee Schedule”.

2. Method of Payment
Subject to the terms of this Contract, PMGAA shall pay Consultant the appropriate rate or fixed price amount for services rendered as described in the Contract only after Consultant has submitted an invoice for services performed and PMGAA has certified and approved each invoice.

For services rendered in accordance with the Contract, Consultant shall submit to PMGAA an invoice depicting tasks performed and/or hours spent for services performed. Invoices must be based on the actual hours and/or expenses incurred for the services completed during the billing period. Consultant’s invoices must specify that Consultant has performed the services, and PMGAA must certify and approve each invoice as a condition to payment.

3. Consultant Responsibilities for Compensation
Consultant shall prepare monthly invoices and/or progress reports in accordance with terms specified in the Contract. Progress reports will clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices for payment shall be for work completed unless otherwise agreed to by PMGAA. Invoices/requisitions for payment for services subject to funding by the FAA and/or ADOT shall include the documentation requirements of the FAA and/or ADOT, which are outlined in the Airport Improvement Program (AIP) Handbook dated September 30, 2014, or most current version.

4. PMGAA Responsibilities for Compensation
PMGAA agrees to pay Consultant’s invoices for payment within 30 calendar days after the invoice is approved. PMGAA may withhold payment on any invoice if it believes that Consultant has not performed the work in a satisfactory manner. If PMGAA withholds payment to Consultant, PMGAA shall promptly notify Consultant and explain the reasons for the decision to withhold payment.

5. Billing Address
All invoices submitted to PMGAA for payment shall be submitted to:
Phoenix-Mesa Gateway Airport Authority
Attn: Engineering and Facilities Director
5835 S. Sossaman Road
Mesa, Arizona 85212
EXHIBIT C - SPECIAL PROVISIONS

1. Civil Rights Act of 1964, Title VI – General
The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color or national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

2. Civil Rights Act of 1964, Title VI – Assurances
During the performance of this Contract, the contractor, for itself, its assignees and successors in interest agrees as follows:

   a. Compliance with Regulations – Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

   b. Nondiscrimination – The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

   c. Solicitations for Subcontracts, including Procurements of Materials and Equipment – In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Non-discrimination Acts And Authorities on the grounds of race, color, or national origin.

   d. Information and Reports – The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PMGAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to PMGAA or the FAA as appropriate, and will set forth what efforts it has made to obtain the information.

   e. Sanctions for Noncompliance – In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

      i) Withholding of payments to the contractor under the contract until the contractor complies, and/or;

      ii) Cancellation, termination, or suspension of the Contract, in whole or in part.

   f. Incorporation of Provisions – The contractor will include the provisions of paragraphs one through six of this EXHIBIT C in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as PMGAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request PMGAA to enter into any litigation to protect the interests of PMGAA. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
3. **Civil Rights – Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Federal Fair Labor Standards Act**

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5. **Occupational Safety and Health Act of 1970**

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable
requirements of the Occupational Safety and Health Act of 1970 (20CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

6. **Lobbying and Influencing Federal Employees**
   
a. No federal appropriated funds shall be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant and the amendment or modification of any federal grant.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal grant, the contractor shall complete and submit Standard Form-LLL, “Disclosure of Lobby Activities,” in accordance with its instructions.

7. **Access to Records and Reports**
   Consultant shall maintain an acceptable cost accounting system. Consultant further agrees to provide PMGAA, the FAA and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of Consultant which are directly pertinent to this specific Contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this Contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.

8. **Breach of Contract Terms**
   Any violation or breach of terms of this Contract on the part of Consultant or its subconsultants or subcontractors may result in suspension or termination of this Contract, or such other action that may be necessary to enforce the rights of the parties with respect thereto. The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

9. **Rights to Inventions**
   All rights to inventions and materials generated under this Contract are subject to regulations issued by the FAA and PMGAA of the federal grant under which this Contract is executed.

10. **Trade Restriction Clause**
    a. Consultant or its subconsultants/subcontractors, by submission of an offer and/or execution of a contract, certifies that it:
       
       i. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
       
       ii. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on the list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on the list; and
       
       iii. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on the list.

    b. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the list for use on the project, the FAA may direct PMGAA cancellation of this Contract at no cost to the Government.
c. Further, Consultant shall incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

d. Consultant shall provide immediate written notice to PMGAA if Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor shall agree to provide written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

e. This certification is a material representation of fact upon which reliance was placed when the Contract was awarded. If it is later determined that Consultant or its subcontractor knowingly rendered an erroneous certification, the FAA may direct PMGAA cancellation of this Contract or any subcontract for default at no cost to the Government.

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

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

11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Consultant, by accepting this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant shall include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall provide a written explanation to PMGAA.

12. Project Security

As some or all portions of work possible during the Term of this Contract may be located inside the secured area of the Airport, adherence to and familiarity with federal security regulations is essential. For these projects, Consultant shall be responsible for fulfilling the security requirements described herein.

a. Secured Area Access – All Consultant personnel who require unescorted access to the secured area of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete the Security Badge Application and Security Badge Authorization forms.

b. Employee Security Badges – If deemed necessary by PMGAA Consultant’s and/or subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display an Airport security badge. Consultant shall submit a Security Badge Application form to the PMGAA security office for each employee requiring unescorted access, along with the current fee for each badge. Badge fees are identified on the current Airport Fees, Services and Rental Rates available via the Airport website at www.gatewayairport.com and are subject to change.

i. All fees must be paid to PMGAA by cash or check.

ii. Airport Security Badge Application forms and instructions are available via the Airport website at www.gatewayairport.com.

iii. An authorized representative of Consultant must also obtain and submit a Security Media Authorization form, which is to be submitted to the PMGAA badging office. The Security Media Authorization form and instructions are available via the Airport website at www.gatewayairport.com.

iv. A training class on aviation security must be successfully completed before individuals are issued a badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take two hours per person.

v. Additional information, including a “Frequently Asked Questions” is available via the Airport website at www.gatewayairport.com or by contacting the PMGAA Badging Office at (480) 988-7522. The Badging Office is located at 5803 S. Sossaman Road, Mesa AZ 85212.
vi. Consultant shall immediately notify the PMGAA Badging Office of any Consultant personnel whose employment status has changed.

vii. Consultant shall retrieve all security badges and keys and return them to the PMGAA Badging Office. A fee, as indicated on the most current *Airport Rates and Charges Schedule*, will be charged for each badge that is damaged, lost or not returned.

viii. The PMGAA Badging Office will require a completed Security Badge Application from each Consultant employee so certified by Consultant as requiring such before a Security Badge is issued.

ix. Under certain circumstances and out of control of PMGAA, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.

x. At all times, aircraft shall have the right-of-way over all vehicle traffic.

c. Fines – Due to both the safety and security precautions necessary at the Airport, any failure of the Consultant to adhere to prescribed Airport requirements/regulations has consequences that may jeopardize the health, welfare and lives of Airport customers and employees, as well as the Consultant’s own employees. Therefore, if Consultant is found to be in non-compliance with any security, airfield badging/licensing and airfield safety requirement, a Notice of Violations (NOV) may be issued. A current listing of fines is available by contacting the PMGAA Badging Office.

13. **Standard Terms & Conditions**

PMGAA’s Standard Terms & Conditions (in EXHIBIT D attached) include clauses that pertain to both construction and professional services. For such, the term “contractor” is to be considered same as “consultant.” If a clause implies construction service then it is waived for a professional services contract. PMGAA reserves the right to make that determination if there is a conflict.

14. **Federal and State Guidelines and Regulations**

All work performed under this Contract must satisfy FAA and applicable agency standards, and be accomplished in accordance with applicable federal, state and local guidelines and regulations, including FAA Advisory Circulars, NEPA and Arizona environmental statutes.

Consultant shall perform the services as described in approved Contract in accordance with the applicable requirements imposed by PMGAA, ADOT, FAA and any other applicable sponsoring agencies. Consultant and its subconsultants/subcontractors, if any, shall comply with any and all applicable laws, regulations, executive orders, policies, guidelines, and any other requirements for FAA Airport Improvement Program (AIP) projects. Consultant shall provide PMGAA all information, reports, documents, and/or certifications requested by PMGAA for the satisfaction of any grant requirements for the reimbursement of services, including, without limitation, identifying the specific services provided by Consultant and the billing period(s) during which services were or are to be provided. Nothing herein shall be construed as making the FAA or ADOT a party to this Contract.

15. **Right to Contract With Other Firms**

PMGAA shall have the right to contract with other firms and/or persons and/or to self-perform additional services, which may be the subject of this Contract. Consultant shall conduct its operations and perform any services authorized under the Contract so as not to interfere with or hinder the progress of completion of the work being performed by PMGAA and/or other firms and/or persons. Consultants working on the same project shall cooperate with each other in the performance, scheduling, and, if applicable, the integration of their respective services.

16. **Independent Contractor Status**

At all relevant times, Consultant is - and shall remain - an independent contractor with regard to performance of its services. PMGAA retains no control over Consultant, the performance of its work or services, or the safety of its employees. Consultant is not authorized to enter into any contract or commitment, authorize any payment, or accept any document, services, goods or materials for, in the name of, or on behalf of PMGAA.
EXHIBIT D – PMGAA STANDARD TERMS & CONDITIONS

1. Certification. Consultant certifies:
   a. The award of this Contract did not involve collusion or other anti-competitive practices.
   b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
   c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Consultant hereby certifies that the individual signing this Contract is an authorized agent for Consultant and has the authority to bind the Consultant to the Contract.

2. Termination of Contract.
   a. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Consultant to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons. PMGAA shall, at all times during the term of the Contract or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction.
      (1) Consultant has provided personnel that do not meet the requirements of the Contract.
      (2) Consultant has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
      (3) Consultant has attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
      (4) Consultant has failed to furnish the required service(s) and/or product(s) within the time stipulated in the Contract or associated Authorization of Services.
      (5) Consultant has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Consultant fails to give PMGAA adequate assurance the Consultant will perform the Contract in full and on time.
      (6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Consultant regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
   b. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives fourteen (14) calendar days’ advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA’s convenience and with fourteen (14) days’ written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date.

3. Dispute Resolution.
   a. Negotiations. If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.

c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs as determined by the arbitrator or court as applicable.

4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Consultant nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Consultant, including Workers’ Compensation coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA’s payments under this Contract.

5. **Affirmative Action.** Consultant shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.

6. **Human Relations.** Consultant shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.

7. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.

8. **Americans with Disabilities Act.** Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

9. **Confidentiality of Records.** Consultant shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.

10. **Gratuities.** PMGAA may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Consultant or any agent or representative of Consultant, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Consultant the amount of the gratuity.
11. **Applicable Law.** This Contract shall be governed by, and PMGAA and Consultant shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.

12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Consultant under this RFP, IFB or RFQ. The Contract contains the entire agreement between PMGAA and Consultant. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.

13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Consultant.

14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.

16. **Protection of Government Property.** Consultant shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultant damages PMGAA’s property in any way, Consultant shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Consultant fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Consultant under the Contract.

17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

18. **Subcontracts.** Consultant shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Consultant of its acceptance or rejection within forty-five (45) days or written request by Consultant. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Consultant referred to herein. Consultant is responsible for Contract performance whether subcontractors are used.

19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party’s existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Consultant’s services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.

20. **Warranties.** Consultant warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Consultant or the rights
of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.

21. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings to the extent caused by the Consultant’s negligent acts, errors, omissions or mistakes relating to Consultant’s services under this Contract.

22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

23. **Advertising.** Consultant shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.

24. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA’s expense, inspect the place of Consultant’s or any of Consultant’s subcontractor’s business, which is related to the performance of this Contract or related subcontract.

25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party (“Required Act”), and such delay or hindrance is due to causes reasonably beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (“Force Majeure Event”), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Consultant to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

26. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Consultant’s risk and may be returned to Consultant. If so returned, all costs are the responsibility of Consultant. Noncompliance shall conform to the cancellation clause set forth in this Contract.

27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Consultant or any other person except with prior written permission by PMGAA.

28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.
29. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Consultant shall provide a formal release of all liens.

30. **Licenses.** Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Consultant as applicable to this Contract.

31. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.

32. **Clean Up.** Consultant shall at all times keep Contract performance areas, including storage areas used by the Consultant, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Consultant shall leave the work and premises in clean, neat, and workmanlike condition.

33. **Patents.** Consultant shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys’ fees, for any alleged infringement of any person’s patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Consultant under this Contract.

34. **Records and Audit Rights.** Consultant’s and all of its approved subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Consultant and subcontractor employees that work on the Contract (all the foregoing collectively referred to as “Records”), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Consultant’s and its subcontractor’s actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Consultant and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Consultant under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Consultant and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Consultant or subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.

35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Consultant’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Consultant’s and any of Consultant’s subcontractor’s employee who works on this Contract to ensure the Consultant is complying with this paragraph.
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY

AND

ACS Services LLC

FOR

QUALITY ASSURANCE MATERIAL TESTING

CONTRACT NUMBER C-2021004

The Phoenix-Mesa Gateway Airport is owned and operated by the Phoenix-Mesa Gateway Airport Authority (PMGAA), a joint powers airport authority authorized by the State of Arizona and consisting of the City of Mesa, City of Phoenix, City of Apache Junction, Town of Gilbert, Town of Queen Creek and the Gila River Indian Community.
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Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona (“PMGAA”) desires performance of the services more fully described in this Contract Number C-2021004 (“Contract”) and the attached exhibits. ACS Services, LLC, an Arizona Limited Liability Company (“Consultant”), with its principal offices located at 2235 West Broadway Road, Mesa, Arizona 85202, desires to perform these services.

Recitals

A. PMGAA requires the services as described in this Contract, including any and all exhibits and amendments, and Consultant is willing to provide these and other services under this Contract; and

B. PMGAA desires to contract with Consultant to provide services as noted herein.

Now therefore, in consideration of the recitals and the mutual covenants set forth below, PMGAA and Consultant agree as follows.

SECTION I – CONSULTANT SERVICES

The services to be performed by Consultant are specified in this Contract. PMGAA will not pay Consultant for any services that have not been authorized under the Contract. There is no guarantee of a minimum purchase of services.

The anticipated services to be provided by Consultant under this Contract shall generally include, but not be limited to, the following: Quality Assurance Material Testing, as more specifically described in the detailed scope of services attached as EXHIBIT A, “Scope of Services & Fee Schedule.”

PMGAA’s authorized representative shall be the PMGAA Engineering and Facilities Director, or his/her duly authorized representative, and that he/she shall be the sole contact for administering this Contract.

All services provided by Consultant under this Contract must be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Arizona. Consultant makes no other warranty, expressed or implied.

SECTION II – PMGAA RESPONSIBILITIES

PMGAA shall furnish Consultant, at no cost to Consultant, the following information or services for this Contract:

A. Access to copies of readily available maps, records, as-built drawings, benchmarks or other data pertinent to work assignments affiliated with this Contract. This does not, however, relieve Consultant of the responsibility of searching records for additional information, for requesting specific information or for verification of that information provided. PMGAA does not warrant the accuracy or comprehensiveness of any information or documents provided to Consultant.

B. In PMGAA’s discretion and upon Consultant’s reasonable request, access to staff for consultation with Consultant during the performance of this contract in order to identify the problems, needs, and other functional aspects of the work.

C. Prompt review of and feedback on Consultant’s deliverables. PMGAA will advise Consultant concerning progress of PMGAA’s review of the work, as needed.

SECTION III - PERIOD OF SERVICE

Consultant shall complete all work in accordance with the provisions of this Contract as amended.

All work initiated under this Contract must be completed on or before the expiration date of the Contract as amended.

The term of this Contract shall commence on July 22, 2020 and ends on upon final delivery and acceptance in full by PMGAA (“Base Term”), unless terminated, canceled or extended as provided in this Contract.

Consultant shall commence its services within seven (7) days of the written authorization by PMGAA. Consultant shall perform its services in a diligent manner and in accordance with this Contract.
SECTION IV – KEY PERSONNEL

The Consultant itself shall provide all services to be performed under this Contract. If Sub-Consultants are required by Consultant to perform any services listed under this contract, Consultant shall notify PMGAA prior to authorizing work by said Sub-Consultants. PMGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.

SECTION V - PAYMENTS TO THE CONSULTANT

Consultant will be paid for work performed under this Contract plus any adjustments that have been approved in writing by PMGAA in accordance with PMGAA’s Procurement Policy. Payments will be made in accordance with EXHIBIT B, “Compensation.”

All services to be rendered by Consultant are subject to the terms of EXHIBIT B, “Compensation” attached hereto.

PMGAA does not guarantee any minimum or maximum fee during the Term of this Contract, and Consultant, in executing this Contract, shall not anticipate or require any minimum or maximum fee.

PMGAA shall pay Consultant in agreed upon installments for services authorized and rendered under this Contract at the completion of each work assignment, provided Consultant has satisfactorily completed the requested work. If any such work requires time in excess of 30 calendar days to complete, progress payment(s) may be made on invoices certified and approved by PMGAA.

SECTION VI - ALTERATION IN SCOPE OF SERVICES

For any alteration in the Scope of Services that would materially increase or decrease the Contract fee, the parties shall negotiate an amendment to the Contract to be executed by PMGAA and Consultant. No work shall commence on any amendment or change until the amendment has been approved by PMGAA and Consultant has been notified to proceed by PMGAA. No claim for extra work done or materials furnished by Consultant will be allowed by PMGAA, except as provided herein, nor shall Consultant do any work or furnish any materials not covered by this Contract unless the work is first authorized in writing by PMGAA and the change complies with PMGAA’s Procurement Policy. Any work or materials furnished by Consultant without advance, written authorization will be at Consultant’s own risk, cost, and expense. Without written authorization, Consultant shall make no claim for compensation for such work or materials furnished.

SECTION VII - WORK ASSIGNMENT COMPLETION

If, during the Term of this Contract, situations arise which prevent work completion within the allotted time, PMGAA may grant an appropriate time extension.

SECTION VIII - OWNERSHIP OF DOCUMENTS

Any documents, including all electronic copies thereof, prepared under or as a result of this Contract, shall be the property of PMGAA. To the extent necessary to effectuate such ownership, Consultant hereby assigns all right, title and interests to such documents to PMGAA. Consultant shall execute any separate contracts or documents, if any, which may be necessary to implement the terms of this Section.

All of Consultant’s documents prepared under this Contract, including electronic files, are instruments of service. All of these documents become the property of PMGAA upon completion of the services and payment in full to Consultant. PMGAA may reuse or modify the documents, as it deems necessary, without Consultant’s prior written authorization. PMGAA shall indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, the “Consultant”) against any and all damages, liabilities or costs arising from PMGAA’s modification of documents produced by Consultant under this Contract unless Consultant authorizes the modification in writing.

SECTION IX - COMPLIANCE WITH LAWS

Consultant shall comply with all federal, state and local laws, local ordinances and regulations throughout the Term.

Consultant’s signature on this Contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform and Control Act of 1986 for all personnel that Consultant and any subconsultants employ to complete any work assignment.
PMGAA shall administer this Contract in accordance with PMGAA’s Procurement Policy.

SECTION X - GENERAL CONSIDERATIONS

A. The failure of either party to enforce any of the provisions of this Contract or require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of the provisions, nor shall it affect the validity of this Contract or the right of either party to enforce each and every provision.

B. The fact that PMGAA has accepted or approved Consultant’s work shall in no way relieve Consultant of responsibility for the work under this Contract.

C. This Contract shall be governed by the laws of the state of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract, or any provision thereof, shall be instituted only in the courts of the state of Arizona.

D. All exhibits to this Contract and any amendments to the Contract are incorporated into it.

SECTION XI - NO KICK-BACK CERTIFICATION

Consultant warrants that no person has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the PMGAA Board of Directors or any employee of PMGAA has any interest, financially or otherwise, in Consultant’s firm.

For breach or violation of this warranty, PMGAA may annul this Contract without liability.

SECTION XII – SUSPENSION OF SERVICES

Consultant shall, within five (5) business days upon receiving written notice from PMGAA, suspend, delay, or interrupt all or a part of the Scope of Services. Consultant shall resume the Scope of Services within five (5) business days of receiving written notice from PMGAA.

SECTION XIII – TIMES OF PAYMENTS

Consultant shall submit periodic invoices for any unbilled portion of the services actually completed. PMGAA shall review, certify, and approve or reject each invoice in whole or in part. PMGAA shall pay each approved invoice within 30 calendar days of the date that PMGAA approves the invoice.

SECTION XIV – TIMELY REVIEW

PMGAA will review Consultant’s studies, reports, proposals, and other related documents and render any decisions required by Consultant in a timely manner. Notwithstanding these reviews, Consultant remains solely responsible for all of its deliverables and services under this Contract. By PMGAA’s reviews, PMGAA does not assume any liability for or retained control over Consultant’s work or Consultant’s responsibility for the safety of its employees.

SECTION XV – DISPUTE RESOLUTION

All disputes between PMGAA and Consultant arising out of or relating to this Contract will be subject to the Dispute Resolution provisions as set forth in EXHIBIT D, “PMGAA Standard Terms and Conditions”, attached hereto and incorporated herein by reference.

PMGAA and Consultant shall include a similar dispute resolution provision in all contracts with other contractors and consultants retained for the Project and shall require all other independent contractors and consultants to include a similar dispute resolution provision in all contracts with subcontractors, subconsultants, suppliers or fabricators retained by them.

SECTION XVI - LIABILITY OF CONSULTANT

To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its member governments, departments, officers, employees, and agents from and against damages arising out of any act, error, or omission of Consultant relating to its services under this Contract.
SECTION XVII - LAWS AND REGULATIONS

All federal, state, and local laws and regulations that relate to Consultant’s services apply to Consultant’s performance of this Contract throughout. These laws and regulations are deemed included in this Contract the same as though written out in full, especially the current applicable Federal Aviation Administration (FAA) rules and regulations associated with airport projects; pertinent Airport engineering standards; and local rules, regulations, and industry standards.

SECTION XVIII – ARCHAEOLOGICAL RESOURCE PROTECTION

While performing services under this Contract, Consultant may encounter a known or unknown archaeological site located at the Airport. If Consultant encounters what it believes to be an archaeological site, Consultant shall immediately notify PMGAA of the site’s location and take all reasonable precautions to protect and preserve the site until PMGAA otherwise directs.

SECTION XIX INSURANCE REQUIREMENTS

1. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

2. All insurance policies required by this Contract, except **Workers Compensation** and **Professional Liability**, shall name PMGAA, its agents, representatives, officers, directors, officials and employees as Additional Insured.

3. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
   a. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.
   b. Commercial General Liability: Insurance Services Office Form CG 00 01 covering Bodily Injury and Property Damage on an “occurrence” basis, including personal & advertising injury with limits no less than $1,000,000 per occurrence, $2,000,000 General Aggregate.
   c. Auto Liability: ISO Form CA 00 01 covering any auto (Symbol 1), or if Consultant has no owned autos, hired, (Symbol 8) and non-owned autos (Symbol 9), with limit no less than $1,000,000 Combined Single limit per accident for bodily injury and property damage.  
   d. Workers’ Compensation: Statutory Limits as required by the state of Arizona, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. If the Consultant maintains higher limits than the minimums shown above, PMGAA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PMGAA.

5. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:
   a. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to PMGAA.
   b. Waiver of Subrogation: Consultant waives any right to subrogation. Consultant shall obtain an endorsement necessary to affect this waiver of subrogation from the insurer for all lines of coverage required by this Contract, except **Workers Compensation** and **Professional Liability**, for claims arising out of the Consultant’s work or service.
   c. Primary Coverage: For all claims related to this Contract, all of Consultant’s insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by PMGAA, its officers, officials, employees, or volunteers will be in excess of Consultant’s insurance and will not contribute with it.
   d. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by PMGAA. PMGAA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
e. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A, VII, unless otherwise acceptable to PMGAA.

f. Claims Made Policies: No Claims Made policies (other than Professional Liability) will be accepted. For policies that provide claims-made coverage:

   1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

   2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

   3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

g. Verification of Coverage: Consultant shall furnish PMGAA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PMGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide the required insurance. PMGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

h. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that PMGAA is an additional insured on insurance required from subcontractors.

i. Special Risks or Circumstances: PMGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

Executed as of the Commencement Date.

CONSULTANT
ACS Services LLC, an Arizona Limited Liability Company

By: ____________________________
Name: Amorante Haentler
Title: Principal
Date: 5/25/2020

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

By: ____________________________
Name: J. Brian O’Neill, A.A.E.
Title: Executive Director/CEO
Date: ____________________________
EXHIBIT A - SCOPE OF SERVICES & FEE SCHEDULE

The services to be performed by Consultant and the completion of related efforts are specified in the following Scope of Services & Fee Schedule agreed to by the parties.

SCOPE OF SERVICES

ACS Services LLC

Geotechnical Engineering, Construction Material Testing, Special Inspections

Date: May 5, 2020
Phoenix-Mesa Gateway Airport Authority
Attn: Michael Hanas
5835 South Gossaman Road
Mesa, Arizona 85212
Phone: 480-988-7636 Email: mhanas@gatewayairport.com
Subject: PMGA 927 - Air Traffic Control Tower Construction Project
Proposal No.: 2020139

ACS Service LLC is pleased to present the following proposal to conduct Quality Assurance Materials Testing Services at the subject site. Our fee estimate for this project is based on the lab testing quantities calculated directly from plan quantities and testing frequency required in the specifications. ACS looks forward to the opportunity of working with you.

Our Contact Information: 2235 West Broadway Road, Mesa, Arizona 85202
Office: (480) 988-0190 Fax: (480) 988-0156
Estimator: Sean Mayfield - sean@acsservicesllc.com

Estimate Includes:
A. Fee for technician includes: portal to portal technician time and field testing equipment.
B. Standard Contractor Quality Control testing typical of related projects, excluding those items listed below.
C. This quote is based on 2 hour minimum technician charge per trip. Overtime will be billed at a 1.5 multiplier of normal hourly rate for weekends, holidays, and over 40 hours in a week.
D. Laboratory testing is based on per test pricing.

Estimate Excludes:
E. Accelerated construction schedule and unforeseen conditions such as weather, stand by delays, re-testing, repairs, schedule changes, project sequencing, customer requests, change orders, etc.
F. Process control testing on the production of mineral aggregates, concrete aggregates, and additional other construction materials is the responsibility of the respective material suppliers.
G. Other testing/services: concrete and asphalt prequalification mix design; environmental testing.
H. Contractor to provide electricity, space, water, sewer and internet to mobile laboratory if mobile lab required

Based upon the estimated schedule, materials quantities and specified testing requirements, the estimated cost for conducting our services is:

$74,932.80

A breakdown of this pricing is attached. All prices quoted are valid for 6 months from the date stated on this proposal.

Actual Cost based on Time and Materials and Unit Pricing
FEE SCHEDULE
Consultant shall perform the Scope of Services provided herein for the Not to Exceed cost of $74,932.80 as detailed below:

### Pricing Breakdown

**Item: Subgrade, Slab, Parking Lot, Sidewalk, Trench Backfill, Curb & Gutter**

<table>
<thead>
<tr>
<th>Direct Labor</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate/Unit</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Field Technician</td>
<td>180 Hour</td>
<td>$60.50</td>
<td>$10,890.00</td>
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<tr>
<td>Professional Engineer</td>
<td>4 Hour</td>
<td>$96.80</td>
<td>$387.20</td>
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<tr>
<td>Project Manager</td>
<td>7 Hour</td>
<td>$84.70</td>
<td>$592.90</td>
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<tr>
<td>Weekly Report</td>
<td>13 Week</td>
<td>$36.30</td>
<td>$471.90</td>
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<tr>
<td>Trip Charge</td>
<td>54 Trip</td>
<td>$40.00</td>
<td>$2,160.00</td>
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<table>
<thead>
<tr>
<th>Laboratory</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate/Unit</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Proctor, Standard Compaction Test</td>
<td>3 Each</td>
<td>$115.00</td>
<td>$345.00</td>
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<td></td>
</tr>
<tr>
<td>Sieve Analysis Fine and Coarse Aggregate, Gradation</td>
<td>1 Each</td>
<td>$85.00</td>
<td>$85.00</td>
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<td></td>
</tr>
<tr>
<td>Plasticity Index, Liquid and Plastic Limits</td>
<td>1 Each</td>
<td>$70.00</td>
<td>$70.00</td>
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Estimated Sub Total: $15,002.00

**Item: Aggregate Base Course & Asphallic Concrete**

<table>
<thead>
<tr>
<th>Direct Labor</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Technician</td>
<td>98 Hour</td>
<td>$60.50</td>
<td>$5,929.00</td>
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<tr>
<td>Professional Engineer</td>
<td>2 Hour</td>
<td>$96.80</td>
<td>$193.60</td>
<td></td>
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<tr>
<td>Project Manager</td>
<td>4 Hour</td>
<td>$84.70</td>
<td>$338.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly Report</td>
<td>8 Week</td>
<td>$36.30</td>
<td>$289.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trip Charge</td>
<td>17 Trip</td>
<td>$40.00</td>
<td>$680.00</td>
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</table>

<table>
<thead>
<tr>
<th>Laboratory</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate/Unit</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Proctor, Standard Compaction Test</td>
<td>1 Each</td>
<td>$130.00</td>
<td>$130.00</td>
<td></td>
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</tr>
<tr>
<td>Sieve Analysis Fine and Coarse Aggregate, Gradation</td>
<td>6 Each</td>
<td>$85.00</td>
<td>$510.00</td>
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<tr>
<td>Plasticity Index, Liquid and Plastic Limits, Wet Prep.</td>
<td>6 Each</td>
<td>$125.00</td>
<td>$750.00</td>
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<tr>
<td>Specific Gravity Coarse Aggregates</td>
<td>1 Each</td>
<td>$85.00</td>
<td>$85.00</td>
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<tr>
<td>Marshall Density</td>
<td>12 Each</td>
<td>$125.00</td>
<td>$1,500.00</td>
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<tr>
<td>Stab &amp; Flow</td>
<td>12 Each</td>
<td>$75.00</td>
<td>$900.00</td>
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<tr>
<td>Theoretical Max Density (rise)</td>
<td>12 Each</td>
<td>$125.00</td>
<td>$1,500.00</td>
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<tr>
<td>Sieve Analysis</td>
<td>12 Each</td>
<td>$80.00</td>
<td>$960.00</td>
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<tr>
<td>% Asphalt Binder</td>
<td>12 Each</td>
<td>$50.00</td>
<td>$600.00</td>
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<tr>
<td>Core Thickness &amp; Density</td>
<td>24 Each</td>
<td>$25.00</td>
<td>$600.00</td>
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Estimated Sub Total: $14,946.80
## Pricing Breakdown

### Item: Concrete, Masonry

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Technician</td>
<td>177</td>
<td>Hour</td>
<td>$60.50</td>
<td>$10,708.50</td>
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<tr>
<td>Field Technician - Precast</td>
<td>70</td>
<td>Hour</td>
<td>$60.50</td>
<td>$4,235.00</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>4</td>
<td>Hour</td>
<td>$96.80</td>
<td>$387.20</td>
</tr>
<tr>
<td>Project Manager</td>
<td>8</td>
<td>Hour</td>
<td>$84.70</td>
<td>$677.60</td>
</tr>
<tr>
<td>Administration/clerical</td>
<td>17</td>
<td>Hour</td>
<td>$36.30</td>
<td>$617.10</td>
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<tr>
<td>Trip Charge - Precast</td>
<td>25</td>
<td>Trip</td>
<td>$40.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Trip Charge</td>
<td>52</td>
<td>Trip</td>
<td>$40.00</td>
<td>$2,080.00</td>
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<tr>
<td>Cylinder Pick Up</td>
<td>27</td>
<td>Trip</td>
<td>$161.00</td>
<td>$4,347.00</td>
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</tbody>
</table>

### Laboratory

<table>
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<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Compressive Strength (set of 4)</td>
<td>50</td>
<td>Set</td>
<td>$64.00</td>
<td>$3,200.00</td>
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<tr>
<td>Concrete Compressive Strength (set of 4 Precast)</td>
<td>25</td>
<td>Set</td>
<td>$64.00</td>
<td>$1,600.00</td>
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<td>Grout Compressive Strength (set of 4)</td>
<td>18</td>
<td>Set</td>
<td>$64.00</td>
<td>$1,152.00</td>
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</table>

**Estimated Sub Total** $30,004.40

### Item: Special Inspections - Rebar and Drilled Shafts

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Inspections - Rebar, Drilled Shafts</td>
<td>103</td>
<td>Hour</td>
<td>$65.00</td>
<td>$6,695.00</td>
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<tr>
<td>Special Inspections - Precast Concrete</td>
<td>85</td>
<td>Hour</td>
<td>$65.00</td>
<td>$5,525.00</td>
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<tr>
<td>Professional Engineer</td>
<td>3</td>
<td>Hour</td>
<td>$96.80</td>
<td>$290.40</td>
</tr>
<tr>
<td>Project Manager</td>
<td>4</td>
<td>Hour</td>
<td>$84.70</td>
<td>$338.80</td>
</tr>
<tr>
<td>Weekly Report</td>
<td>8</td>
<td>Week</td>
<td>$36.30</td>
<td>$290.40</td>
</tr>
<tr>
<td>Trip Charge</td>
<td>46</td>
<td>Trip</td>
<td>$40.00</td>
<td>$1,840.00</td>
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</tbody>
</table>

**Estimated Sub Total** $14,979.60
EXHIBIT B - COMPENSATION

All compensation for services rendered by Consultant shall be based upon criteria established below. All services must be billed through the Consultant.

1. **Fees to be Specified in Contract**
   Any and all services to be performed under this Contract require approval. All compensation for services shall be identified in writing. The Contract shall describe the scope of services to be performed (by tasks and subtasks, where appropriate), the fees associated with that performance, and any applicable special provisions. Consultant’s compensation for services included in this Contract is totaled and set forth in EXHIBIT A, “Scope of Services and Fee Schedule”.

2. **Method of Payment**
   Subject to the terms of this Contract, PMGAA shall pay Consultant the appropriate rate or fixed price amount for services rendered as described in the Contract only after Consultant has submitted an invoice for services performed and PMGAA has certified and approved each invoice.
   
   For services rendered in accordance with the Contract, Consultant shall submit to PMGAA an invoice depicting tasks performed and/or hours spent for services performed. Invoices must be based on the actual hours and/or expenses incurred for the services completed during the billing period. Consultant’s invoices must specify that Consultant has performed the services, and PMGAA must certify and approve each invoice as a condition to payment.

3. **Consultant Responsibilities for Compensation**
   Consultant shall prepare monthly invoices and/or progress reports in accordance with terms specified in the Contract. Progress reports will clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices for payment shall be for work completed unless otherwise agreed to by PMGAA. Invoices/requisitions for payment for services subject to funding by the FAA and/or ADOT shall include the documentation requirements of the FAA and/or ADOT, which are outlined in the Airport Improvement Program (AIP) Handbook dated September 30, 2014, or most current version.

4. **PMGAA Responsibilities for Compensation**
   PMGAA agrees to pay Consultant’s invoices for payment within 30 calendar days after the invoice is approved. PMGAA may withhold payment on any invoice if it believes that Consultant has not performed the work in a satisfactory manner. If PMGAA withholds payment to Consultant, PMGAA shall promptly notify Consultant and explain the reasons for the decision to withhold payment.

5. **Billing Address**
   All invoices submitted to PMGAA for payment shall be submitted to:
   
   Phoenix-Mesa Gateway Airport Authority
   Attn: Engineering & Facilities Director
   5835 S. Sossaman Road
   Mesa, Arizona 85212

   Phoenix-Mesa Gateway Airport Authority
   Attn: Engineering & Facilities Director
   5835 S. Sossaman Road
   Mesa, Arizona 85212
EXHIBIT C - SPECIAL PROVISIONS

1. **Civil Rights Act of 1964, Title VI – General**
   The contractor agrees to comply with pertinent statues, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color or national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

2. **Civil Rights Act of 1964, Title VI – Assurances**
   During the performance of this Contract, the contractor, for itself, its assignees and successors in interest agrees as follows:
   
a. **Compliance with Regulations** – Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
   
b. **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
   
c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment** – In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
   
d. **Information and Reports** – The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PMGAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to PMGAA or the FAA as appropriate, and will set forth what efforts it has made to obtain the information.
   
e. **Sanctions for Noncompliance** – In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
      
i) Withholding of payments to the contractor under the contract until the contractor complies, and/or;
   
ii) Cancellation, termination, or suspension of the Contract, in whole or in part.
   
f. **Incorporation of Provisions** – The contractor will include the provisions of paragraphs one through six of this EXHIBIT C in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as PMGAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request PMGAA to enter into any litigation to protect the interests of PMGAA. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. **Civil Rights – Title VI List of Pertinent Nondiscrimination Acts and Authorities**
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. Federal Fair Labor Standards Act

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5. Occupational Safety and Health Act of 1970

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20CFR Part 1910). Consultant must address any
claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

6. **Lobbying and Influencing Federal Employees**
   a. No federal appropriated funds shall be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant and the amendment or modification of any federal grant.
   
   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal grant, the contractor shall complete and submit Standard Form-LLL, “Disclosure of Lobby Activities,” in accordance with its instructions.

7. **Access to Records and Reports**
Consultant shall maintain an acceptable cost accounting system. Consultant further agrees to provide PMGAA, the FAA and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of Consultant which are directly pertinent to this specific Contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this Contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.

8. **Breach of Contract Terms**
Any violation or breach of terms of this Contract on the part of Consultant or its subconsultants or subcontractors may result in suspension or termination of this Contract, or such other action that may be necessary to enforce the rights of the parties with respect thereto. The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

9. **Rights to Inventions**
All rights to inventions and materials generated under this Contract are subject to regulations issued by the FAA and PMGAA of the federal grant under which this Contract is executed.

10. **Trade Restriction Clause**
   a. Consultant or its subconsultants/subcontractors, by submission of an offer and/or execution of a contract, certifies that it:
      
      i. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
      
      ii. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on the list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on the list; and
      
      iii. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on the list.
   
   b. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the list for use on the project, the FAA may direct PMGAA cancellation of this Contract at no cost to the Government.
c. Further, Consultant shall incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

d. Consultant shall provide immediate written notice to PMGAA if Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor shall agree to provide written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

e. This certification is a material representation of fact upon which reliance was placed when the Contract was awarded. If it is later determined that Consultant or its subcontractor knowingly rendered an erroneous certification, the FAA may direct PMGAA cancellation of this Contract or any subcontract for default at no cost to the Government.

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

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

11. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Consultant, by accepting this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant shall include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall provide a written explanation to PMGAA.

12. **Project Security**

As some or all portions of work possible during the Term of this Contract may be located inside the secured area of the Airport, adherence to and familiarity with federal security regulations is essential. For these projects, Consultant shall be responsible for fulfilling the security requirements described herein.

a. **Secured Area Access** – All Consultant personnel who require unescorted access to the secured area of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete the Security Badge Application and Security Badge Authorization forms.

b. **Employee Security Badges** – If deemed necessary by PMGAA all Contractor and/or subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display an Airport security badge. Consultant shall submit a Security Badge Application form to the PMGAA security office for each employee requiring unescorted access, along with the current fee for each badge. Badge fees are identified on the current *Airport Fees, Services and Rental Rates* available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com) and are subject to change.

i. All fees must be paid to PMGAA by cash or check.

ii. Airport Security Badge Application forms and instructions are available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com).

iii. An authorized representative of Consultant must also obtain and submit a Security Media Authorization form, which is to be submitted to the PMGAA badging office. The Security Media Authorization form and instructions are available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com).

iv. A training class on aviation security must be successfully completed before individuals are issued a badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take two hours per person.

v. Additional information, including a “Frequently Asked Questions” is available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com) or by contacting the PMGAA Badging Office at (480) 988-7522. The Badging Office is located at 5803 S. Sossaman Road, Mesa AZ 85212.
vi. Consultant shall immediately notify the PMGAA Badging Office of any Consultant personnel whose employment status has changed.

vii. Consultant shall retrieve all security badges and keys and return them to the PMGAA Badging Office. A fee, as indicated on the most current Airport Rates and Charges Schedule, will be charged for each badge that is damaged, lost or not returned.

viii. The PMGAA Badging Office will require a completed Security Badge Application from each Consultant employee so certified by Consultant as requiring such before a Security Badge is issued.

ix. Under certain circumstances and out of control of PMGAA, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.

x. At all times, aircraft shall have the right-of-way over all vehicle traffic.

c. Fines – Due to both the safety and security precautions necessary at the Airport, any failure of the Consultant to adhere to prescribed Airport requirements/regulations has consequences that may jeopardize the health, welfare and lives of Airport customers and employees, as well as the Consultant’s own employees. Therefore, if Consultant is found to be in non-compliance with any security, airfield badging/licensing and airfield safety requirement, a Notice of Violations (NOV) may be issued. A current listing of fines is available by contacting the PMGAA Badging Office.

13. **Standard Terms & Conditions**

PMGAA’s Standard Terms & Conditions (in EXHIBIT D attached) include clauses that pertain to both construction and professional services. For such, the term “contractor” is to be considered same as “consultant.” If a clause implies construction service then it is waived for a professional services contract. PMGAA reserves the right to make that determination if there is a conflict.

14. **Federal and State Guidelines and Regulations**

All work performed under this Contract must satisfy FAA and applicable agency standards, and be accomplished in accordance with applicable federal, state and local guidelines and regulations, including FAA Advisory Circulars, NEPA and Arizona environmental statutes.

Consultant shall perform the services as described in approved Contract in accordance with the applicable requirements imposed by PMGAA, ADOT, FAA and any other applicable sponsoring agencies. Consultant and its subconsultants/subcontractors, if any, shall comply with any and all applicable laws, regulations, executive orders, policies, guidelines, and any other requirements for FAA Airport Improvement Program (AIP) projects. Consultant shall provide PMGAA all information, reports, documents, and/or certifications requested by PMGAA for the satisfaction of any grant requirements for the reimbursement of services, including, without limitation, identifying the specific services provided by Consultant and the billing period(s) during which services were or are to be provided. Nothing herein shall be construed as making the FAA or ADOT a party to this Contract.

15. **Right to Contract With Other Firms**

PMGAA shall have the right to contract with other firms and/or persons and/or to self-perform additional services, which may be the subject of this Contract. Consultant shall conduct its operations and perform any services authorized under the Contract so as not to interfere with or hinder the progress of completion of the work being performed by PMGAA and/or other firms and/or persons. Consultants working on the same project shall cooperate with each other in the performance, scheduling, and, if applicable, the integration of their respective services.

16. **Independent Contractor Status**

At all relevant times, Consultant is - and shall remain - an independent contractor with regard to performance of its services. PMGAA retains no control over Consultant, the performance of its work or services, or the safety of its employees. Consultant is not authorized to enter into any contract or commitment, authorize any payment, or accept any document, services, goods or materials for, in the name of, or on behalf of PMGAA.
1. Certification. Consultant certifies:
   a. The award of this Contract did not involve collusion or other anti-competitive practices.
   b. It shall not discriminate against any employee or applicant for employment in violation of Federal 
      Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
   c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, 
      future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in 
      connection with this Contract; and Consultant hereby certifies that the individual signing this Contract 
      is an authorized agent for Consultant and has the authority to bind the Consultant to the Contract.

2. Termination of Contract.
   a. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Consultant to 
      carry out any term, promise, or condition of the Contract. At least ten (10) business days before 
      terminating the Contract, PMGAA will issue a written notice of default specifying one of the following 
      reasons. PMGAA shall, at all times during the term of the Contract or any extension term thereto, have 
      the sole authority to determine if the default has been cured to its satisfaction.
      (1) Consultant has provided personnel that do not meet the requirements of the Contract.
      (2) Consultant has failed to perform adequately the stipulations, conditions or services/specifications 
          required in this Contract.
      (3) Consultant has attempted to impose on PMGAA personnel or materials, products, or 
          workmanship of unacceptable quality.
      (4) Consultant has failed to furnish the required service(s) and/or product(s) within the time stipulated 
          in the Contract or associated Authorization of Services.
      (5) Consultant has failed to make progress in the performance of the requirements of the Contract or 
          Authorization of Services, or Consultant fails to give PMGAA adequate assurance the Consultant 
          will perform the Contract in full and on time.
      (6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, 
          state, or federal funds appropriated for payment of the obligation. If funds are not available or 
          allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate 
          the Contract. PMGAA shall promptly notify Consultant regarding the service that may be affected 
          by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA 
          shall not be liable for any future payments due or for any damages as a result of termination under 
          this paragraph.
   b. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or 
      without cause - provided the terminating party gives fourteen (14) calendar days’ advance written notice 
      to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA’s 
      convenience and with fourteen (14) days’ written notice. If this Contract is terminated, then PMGAA is 
      liable only for services rendered and material received, certified, and approved by PMGAA under the 
      Contract before the termination effective date.

3. Dispute Resolution.
   a. Negotiations. If a dispute arises out of or relates to this Contract or its breach, the parties to this 
      Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to 
      mediation or binding dispute resolution.
   b. Mediation. Should the parties to this Contract be unable to resolve their dispute through direct 
      negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, 
      to be administered privately by a mediator and according to rules mutually agreed upon by the parties to 
      this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and
administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.

c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs as determined by the arbitrator or court as applicable.

4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Consultant nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Consultant, including Workers’ Compensation coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA’s payments under this Contract.

5. **Affirmative Action.** Consultant shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.

6. **Human Relations.** Consultant shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.

7. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.

8. **Americans with Disabilities Act.** Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

9. **Confidentiality of Records.** Consultant shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.

10. **Gratuities.** PMGAA may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Consultant or any agent or representative of Consultant, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Consultant the amount of the gratuity.

11. **Applicable Law.** This Contract shall be governed by, and PMGAA and Consultant shall have, all remedies afforded each by the Uniform Commercial Code, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by
the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.

12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Consultant under this RFP, IFB or RFQ. The Contract contains the entire agreement between PMGAA and Consultant. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.

13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Consultant.

14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.

16. **Protection of Government Property.** Consultant shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultant damages PMGAA’s property in any way, Consultant shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Consultant fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Consultant under the Contract.

17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

18. **Subcontracts.** Consultant shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Consultant of its acceptance or rejection within forty-five (45) days or written request by Consultant. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Consultant referred to herein. Consultant is responsible for Contract performance whether subcontractors are used.

19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party’s existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Consultant’s services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.

20. **Warranties.** Consultant warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Consultant or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
21. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Consultant’s acts, errors, omissions, or mistakes relating to Consultant’s services under this Contract.

22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

23. **Advertising.** Consultant shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.

24. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA’s expense, inspect the place of Consultant’s or any of Consultant’s subcontractor’s business, which is related to the performance of this Contract or related subcontract.

25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party (“Required Act”), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (“Force Majeure Event”), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Consultant to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

26. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Consultant’s risk and may be returned to Consultant. If so returned, all costs are the responsibility of Consultant. Noncompliance shall conform to the cancellation clause set forth in this Contract.

27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Consultant or any other person except with prior written permission by PMGAA.

28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.

29. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Consultant shall provide a formal release of all liens.
30. **Licenses.** Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Consultant as applicable to this Contract.

31. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.

32. **Clean Up.** Consultant shall at all times keep Contract performance areas, including storage areas used by the Consultant, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Consultant shall leave the work and premises in clean, neat, and workmanlike condition.

33. **Patents.** Consultant shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys’ fees, for any alleged infringement of any person’s patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Consultant under this Contract.

34. **Records and Audit Rights.** Consultant’s and all of its approved subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Consultant and subcontractor employees that work on the Contract (all the foregoing collectively referred to as “Records”), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Consultant’s and its subcontractor’s actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Consultant and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Consultant under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Consultant and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Consultant or subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.

35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Consultant’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Consultant’s and any of Consultant’s subcontractor’s employee who works on this Contract to ensure the Consultant is complying with this paragraph.
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY

AND

TMCx Solutions, LLC

FOR

COMMISSIONING OF NEW AIR TRAFFIC CONTROL TOWER

CONTRACT NUMBER C-2021003

The Phoenix-Mesa Gateway Airport is owned and operated by the Phoenix-Mesa Gateway Airport Authority (PMGAA), a joint powers airport authority authorized by the State of Arizona and consisting of the City of Mesa, City of Phoenix, City of Apache Junction, Town of Gilbert, Town of Queen Creek and the Gila River Indian Community.
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Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona ("PMGAA") desires performance of the services more fully described in this Contract Number C-2021003 ("Contract") and the attached exhibits. TMCx Solutions LLC, a Nevada Limited Liability Company ("Consultant"), with its principal offices located at 8205 W. Warm Springs Road, Suite 110, Las Vegas, NV, 89113, desires to perform these services.

Recitals

A. PMGAA requires the services as described in this Contract, including any and all exhibits and amendments, and Consultant is willing to provide these and other services under this Contract; and

B. PMGAA desires to contract with Consultant to provide services as noted herein.

Now therefore, in consideration of the recitals and the mutual covenants set forth below, PMGAA and Consultant agree as follows.

SECTION I – CONSULTANT SERVICES

The services to be performed by Consultant are specified in this Contract. PMGAA will not pay Consultant for any services that have not been authorized under the Contract. There is no guarantee of a minimum purchase of services.

The anticipated services to be provided by Consultant under this Contract shall generally include, but not be limited to, the following: Commissioning of a new Air Traffic Control Tower, as more specifically described in the detailed scope of services attached as EXHIBIT A, “Scope of Services & Fee Schedule.”

PMGAA’s authorized representative shall be the PMGAA Engineering and Facilities Director, or his/her duly authorized representative, and that he/she shall be the sole contact for administering this Contract.

All services provided by Consultant under this Contract must be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Arizona. Consultant makes no other warranty, expressed or implied.

SECTION II – PMGAA RESPONSIBILITIES

PMGAA shall furnish Consultant, at no cost to Consultant, the following information or services for this Contract:

A. Access to copies of readily available maps, records, as-built drawings, benchmarks or other data pertinent to work assignments affiliated with this Contract. This does not, however, relieve Consultant of the responsibility of searching records for additional information, for requesting specific information or for verification of that information provided. PMGAA does not warrant the accuracy or comprehensiveness of any information or documents provided to Consultant.

B. In PMGAA’s discretion and upon Consultant’s reasonable request, access to staff for consultation with Consultant during the performance of this contract in order to identify the problems, needs, and other functional aspects of the work.

C. Prompt review of and feedback on Consultant’s deliverables. PMGAA will advise Consultant concerning progress of PMGAA’s review of the work, as needed.

SECTION III - PERIOD OF SERVICE

Consultant shall complete all work in accordance with the provisions of this Contract as amended.

All work initiated under this Contract must be completed on or before the expiration date of the Contract as amended.

The term of this Contract shall commence on July 22, 2020 and ends upon final completion and full acceptance, by PMGAA, of Consultant’s services as provided herein (“Base Term”), unless terminated, canceled or extended as provided in this Contract.

Consultant shall commence its services within seven (7) days of the written authorization by PMGAA. Consultant shall perform its services in a diligent manner and in accordance with this Contract.
SECTION IV – KEY PERSONNEL

The Consultant itself shall provide all services to be performed under this Contract. If Sub-Consultants are required by Consultant to perform any services listed under this contract, Consultant shall notify PMGAA prior to authorizing work by said Sub-Consultants. PMGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.

SECTION V - PAYMENTS TO THE CONSULTANT

Consultant will be paid for work performed under this Contract plus any adjustments that have been approved in writing by PMGAA in accordance with PMGAA's Procurement Policy. Payments will be made in accordance with EXHIBIT B, “Compensation.”

All services to be rendered by Consultant are subject to the terms of EXHIBIT B, “Compensation” attached hereto.

PMGAA does not guarantee any minimum or maximum fee during the Term of this Contract, and Consultant, in executing this Contract, shall not anticipate or require any minimum or maximum fee.

PMGAA shall pay Consultant in agreed upon installments for services authorized and rendered under this Contract at the completion of each work assignment, provided Consultant has satisfactorily completed the requested work. If any such work requires time in excess of 30 calendar days to complete, progress payment(s) may be made on invoices certified and approved by PMGAA.

SECTION VI - ALTERATION IN SCOPE OF SERVICES

For any alteration in the Scope of Services that would materially increase or decrease the Contract fee, the parties shall negotiate an amendment to the Contract to be executed by PMGAA and Consultant. No work shall commence on any amendment or change until the amendment has been approved by PMGAA and Consultant has been notified to proceed by PMGAA. No claim for extra work done or materials furnished by Consultant will be allowed by PMGAA, except as provided herein, nor shall Consultant do any work or furnish any materials not covered by this Contract unless the work is first authorized in writing by PMGAA and the change complies with PMGAA’s Procurement Policy. Any work or materials furnished by Consultant without advance, written authorization will be at Consultant’s own risk, cost, and expense. Without written authorization, Consultant shall make no claim for compensation for such work or materials furnished.

SECTION VII - WORK ASSIGNMENT COMPLETION

If, during the Term of this Contract, situations arise which prevent work completion within the allotted time, PMGAA may grant an appropriate time extension.

SECTION VIII - OWNERSHIP OF DOCUMENTS

Any documents, including all electronic copies thereof, prepared under or as a result of this Contract, shall be the property of PMGAA. To the extent necessary to effectuate such ownership, Consultant hereby assigns all right, title and interests to such documents to PMGAA. Consultant shall execute any separate contracts or documents, if any, which may be necessary to implement the terms of this Section.

All of Consultant’s documents prepared under this Contract, including electronic files, are instruments of service. All of these documents become the property of PMGAA upon completion of the services and payment in full to Consultant. PMGAA may reuse or modify the documents, as it deems necessary, without Consultant’s prior written authorization. PMGAA shall indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, the “Consultant”) against any and all damages, liabilities or costs arising from PMGAA’s modification of documents produced by Consultant under this Contract unless Consultant authorizes the modification in writing.

SECTION IX - COMPLIANCE WITH LAWS

Consultant shall comply with all federal, state and local laws, local ordinances and regulations throughout the Term.

Consultant’s signature on this Contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform and Control Act of 1986 for all personnel that Consultant and any subconsultants employ to complete any work assignment.
PMGAA shall administer this Contract in accordance with PMGAA’s Procurement Policy.

SECTION X - GENERAL CONSIDERATIONS

A. The failure of either party to enforce any of the provisions of this Contract or require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of the provisions, nor shall it affect the validity of this Contract or the right of either party to enforce each and every provision.

B. The fact that PMGAA has accepted or approved Consultant’s work shall in no way relieve Consultant of responsibility for the work under this Contract.

C. This Contract shall be governed by the laws of the state of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract, or any provision thereof, shall be instituted only in the courts of the state of Arizona.

D. All exhibits to this Contract and any amendments to the Contract are incorporated into it.

SECTION XI - NO KICK-BACK CERTIFICATION

Consultant warrants that no person has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the PMGAA Board of Directors or any employee of PMGAA has any interest, financially or otherwise, in Consultant’s firm.

For breach or violation of this warranty, PMGAA may annul this Contract without liability.

SECTION XII – SUSPENSION OF SERVICES

Consultant shall, within five (5) business days upon receiving written notice from PMGAA, suspend, delay, or interrupt all or a part of the Scope of Services. Consultant shall resume the Scope of Services within five (5) business days of receiving written notice from PMGAA.

SECTION XIII – TIMES OF PAYMENTS

Consultant shall submit periodic invoices for any unbilled portion of the services actually completed. PMGAA shall review, certify, and approve or reject each invoice in whole or in part. PMGAA shall pay each approved invoice within 30 calendar days of the date that PMGAA approves the invoice.

SECTION XIV – TIMELY REVIEW

PMGAA will review Consultant’s studies, reports, proposals, and other related documents and render any decisions required by Consultant in a timely manner. Notwithstanding these reviews, Consultant remains solely responsible for all of its deliverables and services under this Contract. By PMGAA’s reviews, PMGAA does not assume any liability for or retained control over Consultant’s work or Consultant’s responsibility for the safety of its employees.

SECTION XV – DISPUTE RESOLUTION

All disputes between PMGAA and Consultant arising out of or relating to this Contract will be subject to the Dispute Resolution provisions as set forth in EXHIBIT D, “PMGAA Standard Terms and Conditions”, attached hereto and incorporated herein by reference.

PMGAA and Consultant shall include a similar dispute resolution provision in all contracts with other contractors and consultants retained for the Project and shall require all other independent contractors and consultants to include a similar dispute resolution provision in all contracts with subcontractors, subconsultants, suppliers or fabricators retained by them.

SECTION XVI - LIABILITY OF CONSULTANT

To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its member governments, departments, officers, employees, and agents from and against damages arising out of any act, error, or omission of Consultant relating to its services under this Contract.
SECTION XVII - LAWS AND REGULATIONS

All federal, state, and local laws and regulations that relate to Consultant’s services apply to Consultant’s performance of this Contract throughout. These laws and regulations are deemed included in this Contract the same as though written out in full, especially the current applicable Federal Aviation Administration (FAA) rules and regulations associated with airport projects; pertinent Airport engineering standards; and local rules, regulations, and industry standards.

SECTION XVIII – ARCHAEOLOGICAL RESOURCE PROTECTION

While performing services under this Contract, Consultant may encounter a known or unknown archaeological site located at the Airport. If Consultant encounters what it believes to be an archaeological site, Consultant shall immediately notify PMGAA of the site’s location and take all reasonable precautions to protect and preserve the site until PMGAA otherwise directs.

SECTION XIX INSURANCE REQUIREMENTS

1. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

2. All insurance policies required by this Contract, except Workers Compensation and Professional Liability, shall name PMGAA, its agents, representatives, officers, directors, officials and employees as Additional Insured.

3. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
   a. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.
   b. Commercial General Liability: Insurance Services Office Form CG 00 01 covering Bodily Injury and Property Damage on an “occurrence” basis, including personal & advertising injury with limits no less than $1,000,000 per occurrence, $2,000,000 General Aggregate.
   c. Auto Liability: ISO Form CA 00 01 covering any auto (Symbol 1), or if Consultant has no owned autos, hired, (Symbol 8) and non-owned autos (Symbol 9), with limit no less than $1,000,000 Combined Single limit per accident for bodily injury and property damage.
   d. Workers’ Compensation: Statutory Limits as required by the state of Arizona, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. If the Consultant maintains higher limits than the minimums shown above, PMGAA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PMGAA.

5. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:
   a. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to PMGAA.
   b. Waiver of Subrogation: Consultant waives any right to subrogation. Consultant shall obtain an endorsement necessary to affect this waiver of subrogation from the insurer for all lines of coverage required by this Contract, except Workers Compensation and Professional Liability, for claims arising out of the Consultant’s work or service.
   c. Primary Coverage: For all claims related to this Contract, all of Consultant’s insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by PMGAA, its officers, officials, employees, or volunteers will be in excess of Consultant’s insurance and will not contribute with it.
   d. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by PMGAA. PMGAA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
e. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A, VII, unless otherwise acceptable to PMGAA.

f. Claims Made Policies: No Claims Made policies (other than Professional Liability) will be accepted. For policies that provide claims-made coverage:

1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

g. Verification of Coverage: Consultant shall furnish PMGAA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PMGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide the required insurance. PMGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

h. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that PMGAA is an additional insured on insurance required from subcontractors.

i. Special Risks or Circumstances: PMGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

Executed as of the Commencement Date.

CONSULTANT
TMCx Solutions LLC, a Nevada Limited Liability Company

By: Cristi L. Leafstedt
Name: Cristi L. Leafstedt
Title: President
Date: May 20, 2020

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

By: ________________________________
Name: J. Brian O’Neill, A.A.E.
Title: Executive Director/CEO
Date: ________________________________
EXHIBIT A - SCOPE OF SERVICES & FEE SCHEDULE

The services to be performed by Consultant and the completion of related efforts are specified in the following Scope of Services & Fee Schedule agreed to by the parties.

SCOPE OF SERVICES

INDEPENDENT 3RD PARTY BUILDING COMMISSIONING

Project: Phoenix Mesa Gateway Air Traffic Control Tower  
Date: May 12, 2020

To: Phoenix Mesa Gateway Airport  
5835 S. Sossaman Rd.  
Mesa, AZ

Attn: Bob Draper

TMCx Solutions, LLC (TMCx) located in Mesa AZ is pleased to present our proposal for Professional Engineering services for independent, third party building commissioning.

PROJECT DESCRIPTION:
- Project Name Reference: PMGAA Air Traffic Control tower
- Location: Mesa AZ
- Size: 12,937 sq. ft.
- No. Floors/Buildings: 10 levels / 1 building
- Anticipated Use: Air Traffic Control Level, Offices
- Scheduled Start Date: September 2020
- Scheduled Completion Date: Q4 2021
- Basis of Fee: Based on construction documents prepared by Leo A. Daly dated 10-04-2019

FEE BASIS & SCHEDULE OF VALUES:
Our fees for performing this work are based upon the above referenced documents and information. Should the criteria contained within those documents be revised, we reserve the right to modify our proposal accordingly. The basis for this proposal is Fixed Fee. The proposed schedule of values for the fees is as follows:

1. Building Systems Commissioning: .......................................................... $100,000.00
2. B.E.S.T Facility Problem Solving Training: ............................................ $12,500.00
3. On-Going Monitor Based commissioning: ............................................ $25,000.00

Total Commissioning Services: .......................................................... $140,500.00
Professional Engineering Proposal
Building Commissioning

SCOPE-OF-WORK:
TMCx will systematically verify and document the functionality of the included systems to confirm that the performance meets the documented design intent and the owner’s operational needs.

INCLUDED SYSTEMS:
The following is a list of included systems:

- Heating, ventilating, air conditioning, and refrigeration (HVAC&R) systems (mechanical and passive) and associated controls including the following:
  - Chilled Water System – including:
    - Air Cooled Chiller (2)
    - CHW Distribution Pumps (2, Variable Primary)
  - Central Air Handling Units – including:
    - Constant Volume Air Handling Units (2)
  - Exhaust / Ventilation System – including
    - General Exhaust (1)
  - Terminal Units – including the following (100% unless otherwise specified):
    - Duct Heating Coils (3)
    - Electric Unit Heaters (6)
    - Fan Coil Units (17)

- Domestic Hot Water System
  - Heating Hot Water Heaters (1)
  - Recirculation Pumps (2)

- Lighting & Day lighting Control Systems (100% unless otherwise specified)
  - Occupancy Sensors (18)
  - Lighting Control Panels and associated graphics
  - Daylight Harvesting/Dimming Controls

- Electrical:
  - Emergency Power Systems including:
    - Emergency Generator (1)
    - Automatic Transfer Switches (2)
    - Uninterruptible Power Supply (1)
    - Shunt Trip
  - Normal Power Systems including: related to mechanical systems
    - Witness and collect documentation of NETA testing
    - Witness infrared and torquing of distribution panels (23)
    - Witness and collect documentation of grounding system.

- Plumbing
  - Elevator Sump Pump

- Life Safety:
  - Fire Suppression System (Pre-Action) – witness of contractor pre-testing
  - Fire Alarm System – witness of contractor pre-testing
  - Stair Pressurization Fan (1)
ATTACHMENT A - MEANS & METHODS

TMCx - BUILDING SYSTEMS COMMISSIONING:

GENERAL TASKS:
- Coordinate and manage the Cx activities.
- Schedule agenda and attendees of Cx process.
- Coordinate with each Sub Contractor with respect to their responsibility and contractual obligations as it relates to Cx.
- Obtain, assemble and submit Cx documentation.

DESIGN QUALITY PHASE:
- General Cx Design Tasks:
  - Review OPR
  - Review BDD for compliance to OPR
  - Review the design and submit any required clarification requests for development of pre-functional and functional performance verification procedures
  - Review the controls documentation and interface with other systems.
  - Review contractor submittals and submit clarification requests for variances from the design documents and incomplete submittal data.
  - Note any inconsistencies or deficiencies discovered in the Cx process.

DOCUMENTATION & PLANNING PHASE:
- Develop the Cx plan.
- Coordinate with the GC to identify key milestones of the Cx process in the master construction schedule.
- Develop and submit detailed pre-functional checklists.
- Develop and submit functional testing procedures.

INSTALLATION QUALITY PHASE:
- Attend portions of the start-up activities and systems verification to witness the execution of startup.
- Identify installation issues pertinent to functional testing and assist in defining resolutions.

- If appropriate, request operational mock-up of identical high quantity systems for pre-testing prior to mass installation.
- Upon receipt of final TAB report, TMCx will verify 10% of TAB contractor’s work, as performed by the TAB contractor.

OPERATIONAL QUALITY PHASE:
- Direct the functional testing procedures as performed by the installing contractors. The tests will include the individual components’ interaction.
- Verify system compliance and recommend solutions to issues identified during the Cx process.
- Track system issues identified by the Cx process until resolution or Owner’s acceptance. Within each system, include one re-Cx for those issues.

ACCEPTANCE AND CLOSEOUT PHASE:
- Includes generation and submission of final Cx documentation
- Review the operation and maintenance information and as-built drawings provided by the various sub-contractors and vendors.
- Review training syllabus, schedule, and sign-in sheets to verify content and implementation.
- Assemble and submit final Cx Report
- Meetings and project closeout administration required for this phase.

WARRANTY QUALITY PHASE:
- Includes deferred testing, post-warranty Cx report, meetings and project administration required for this phase.
- Perform pre-warranty expiration site walk. Provide addendum to Cx report with identified issues and planned resolutions.
TMCX – ON-GOING MONITOR BASED COMMISSIONING:

GENERAL TASKS:
- Coordinate and manage the Ongoing Cx activities.
- Schedule agenda and attendees of Cx process.
- Coordinate with each Sub Contractor with respect to their responsibility and contractual obligations as it relates to Ongoing Cx.
- Obtain, assemble and submit Cx documentation.

INITIAL SETUP & INTEGRATION:
- TMCX will review the project specifications and if necessary, provide clarifications to the design team outlining the requirements of the BAS contractor to successfully integrate with the P+ system.
- Coordinate with the BAS contractor to develop the project I/O points list and verify compatibility with the P+ system.
- Provide set up of P+ software and cloud hosting services. Verify integration with installed BAS.

ON-GOING MONITORING AND DIAGNOSTICS
- **Historical Energy Usage Analysis.** Based on data available from the monitored facility, P+ will archive, display, and analyze historical energy consumption and demand for electric, natural gas, chilled water, heating water, etc. Utility meter data can be imported down to 15-minute interval data and explored dynamically across any desired time period for historical trend, occupied / unoccupied pattern analysis, weather to energy statistical correlation, baseline v. nominal year comparison, and various other analysis, charting, and reporting capabilities. Virtual meters can be created combining actual meters or mathematical manipulation of actual meters. Data can also be exported from the platform into an Excel® spreadsheet for further custom analysis.
- **Diagnostics Trend Charting and Analysis**. System Key Metric trend data at 15-minute intervals (e.g. chilled water temps, fan speeds, supply air temps, outside air flowrate, etc.) are delivered nightly to the P+ server from the BAS (data collected from temporary dataloggers can also be manually uploaded to the platform). The Cx Systems Analyst is able to visually analyze the key metric data in line chart form to observe dynamic system performance. System data can be visualized together with occupied time-of-day, controlled variables compared to setpoints, and control loop tuning is easily evaluated. Virtual metrics can be created using a combination of actual trended data points and equations to construct a virtual point. Data can be easily grouped by related system and categorized into sub-groups under each system. Data can also be exported from the platform into an Excel® spreadsheet for further custom analysis.

ONLINE COMMISSIONING ISSUES LOG: The P+ service platform provides an integrated On-Going Commissioning Issue Log which can be accessed and utilized by all members of a project team such as the Cx provider, controls contractor, facility management personnel, and other project management. This feature allows for documentation of performance issues including the attachment of charts, pictures, and other documents specific to individual issues. The log can be used by the service provider and the Owner to identify issues and document actions taken to resolve operational issues. The tracking section provides for sorting, filtering and generating professionally formatted PDF report documents. Automated notification features allow users to choose to receive daily, weekly, monthly emailed reports containing new or changed issues.

- **Rule Based Automated Trend Data Analysis.** In addition to visual analysis of system operation via the Key Metrics module, this feature allows customized, highly configurable 'Diagnostics' to be configured which are processed each night on the previous day's trend data providing 'expert-rule-based FDD' (fault detection & diagnosis). The expert rules set up allows conditions to be created easily using 'excel-like' formulas including system metrics, conditional logic, and mathematical operators. These rules allow comparative logic, mathematical relations between variables, and time period / quantity of instance alert qualification logic. This allows an enormous amount of analysis to be performed with 'Alerts' generated and screened by Cx System Analysts. Libraries of diagnostics allow rules created in one portal to be easily applied to similar systems in the same or other portals. Automated notification features allow users to choose to receive daily, weekly, monthly emailed reports containing new system diagnostic alerts.

REPORTING AND OPTIMIZATION:
- Provide twenty-four (24) hours of Diagnostic Administration activity per quarter to manage diagnostic alerts generated by the P+ AFDD Engine. TMCX to advise Client if budgeted time is inadequate based on quantity of Alerts and if needed to utilize Investigation Allowance (often necessary in the beginning phases of monitoring a facility).
- Perform monthly analysis of interval utility meters listed in scope description above to identify and diagnose irregular or improper utility demand or consumption.
- Provide only issues from Diagnostics Admin activity to the Log. Client will perform day to day updates based on correspondence with project team members.

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BUILDING ENGINEER SYSTEMS TRAINING (B.E.S.T.) OPTION:

OVERVIEW:
Provide a technical training program on problem solving techniques for the building HVAC systems. The intent of the program is by training your staff to actually solve the problems that drive occupant complaints, instead of addressing the symptoms that ultimately lead to the same complaints. The CSI 2-day training is designed to teach O&M staff to critically think through the interaction of the building systems and learn how to identify and fix real world problems. The training introduces a specific approach to problem solving that staff can easily implement after the training. This training has been developed using adult learning theory and application techniques, to ensure maximum retention of material.

OBJECTIVE:
- Learn and practice comprehensive problem-solving techniques
- Identify all available resources when solving system-wide problems
- Learn to work cooperatively with team members to solve mechanical/electrical system problems
- Understand that individual system components are integrated parts of the larger system
- Investigate how adjustments to individual components impact other systems
- Incorporate the knowledge that observation, not assumptions, are key in solving facility comfort problems
- Use established CSI tools & procedures to solve complaints

DESCRIPTION:
- Participants are surveyed in advance to enable the trainers to customize the 2 days to address specific ideas and content based on the unique make-up of the group
- The training takes place on site at your facility for up to 20 participants
- The training utilizes interactive methods to keep participants involved and active
- Professional trainers conduct the training and break participants into groups to make certain all participate and that the learning environment is kept optimal
- Engage in a process that demands hands-on and minds-on interaction to become a Complaint Scene Investigator
- Learn to use the skills of a detective to study the evidence and survey the suspected issues in your buildings systems in order to solve problems and stop complaints
- Build a model that simulates your building’s systems for hands-on facility systems training
- Identify areas on the building model that are not functioning correctly and ‘fix’ the model to work optimally

COURSE TRainers:
- This training’s instructors are made up of professionals with backgrounds in Adult Learning and Education, seasoned presenters and veterans in building facility systems and controls.
- The client must give no less than thirty (30) days’ notice before their desired training date. In order to provide TMCx adequate time to prepare the necessary materials and schedule the training personnel, we need to have several potential training dates.
ATTACHMENT B - CLARIFICATIONS TO SCOPE:

GENERAL:
TMCx will be provided with the following documentation required to develop the Cx documentation and execute the Cx process:
- Owner’s Project Requirements (OPR)
- Basis of Design (BOD)
- Schedule (Design & Construction)
- Full set of construction documents, delivered electronically in Adobe (pdf) format, at each submission stage.
- Specifications
- Final Sequences of Operation, provided prior to 95% CDs.
- Addendums
- RFIs
- Submittals

Delays in the testing of the included systems due to construction issues, non-cooperation in the resolution of deficiencies, or extension of schedule will result in a request for additional fees plus expenses at the hourly rates subsequent to one allowable deficiency re-Cx. TMCx reserves the right to use information about this project (i.e. name, address, owner, square feet, cost, scope, etc.) in our printed and electronic marketing materials.

This proposal includes six (6) electronic CD’s of all Cx reports and submittals, scanned and indexed in Adobe Acrobat PDF format.

SITE VISITS / MEETINGS:
This proposal includes up to a total of sixty (60) site visits with twenty (20) associated meetings. Additional site visits and/or meetings will result in a request for additional fees based on standard hourly rates and expenses.

CONTRACTOR COOPERATION:
Portions of the Cx process require sub-contractor cooperation. In order for TMCx to diligently direct the functional testing, any associated sub-contractors will be made available on an as-needed basis to demonstrate complete system operation according to the functional testing plans.

The Contractor shall provide all technician services requiring tools or the use of tools to test, adjust, or otherwise bring equipment into a full operational state. This will include all ladders, lifts, scaffolding, etc. as necessary to provide a safe testing environment for the duration of the functional testing period.

DOCUMENTATION FORMAT:
TMCx will provide all invoices and deliverables specified herein (e.g., Cx plan, pre-functional checklists, functional testing procedures, issues logs, minutes, etc.) on a standard TMCx format. Upon request, customized formatting of these documents can be provided for additional fees.

INSURANCE REQUIREMENTS:
Client will provide insurance requirements, including any requirements for Additional Insured endorsements, prior to execution of this Agreement. The General Liability insurance that is currently carried by TMCx offers Additional Insured status to our clients on a blanket basis. Any special requirements as regards to Additional Insured status will be subject to carrier approval and any additional costs associated with such shall be billed to Client.

EXCLUSIONS:
- Construction means, methods, site safety program, or any Contractor project management functions.
- Fees associated with background checks, badge, & identification.
- Mechanical division Test and Balance contractor tasks.
- Electrical division Electrical Acceptance Testing contractor tasks.
- All local and state gross receipts taxes.
- TMCx is an engineering firm and as such, excludes any bonding and prevailing wage requirements.
- This proposal excludes any items not specifically and expressly listed in the scope of work.

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# FEE SCHEDULE

Consultant shall perform the Scope of Services provided herein for the Not to Exceed cost of $140,500.00 as detailed below:

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**TMCx Solutions - Project Estimate**

**FEE BREAKDOWN**

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<tr>
<td>Operat'n Quality</td>
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<td></td>
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<tr>
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<td></td>
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<td></td>
<td></td>
<td>- $</td>
<td></td>
<td>0.0%</td>
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<tr>
<td>VALUE Expenses</td>
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<td>- $</td>
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<tr>
<td>Outside Consultant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>- $</td>
<td></td>
<td>0.0%</td>
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<tr>
<td>TOTAL</td>
<td></td>
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<td></td>
<td></td>
<td>741 $</td>
<td>140,500</td>
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**COST SUMMARY BY SYSTEM**

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<th>Hours Breakdown</th>
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<tr>
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<td>560 $</td>
<td>103,000</td>
</tr>
<tr>
<td>BEST Training</td>
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<td>72 $</td>
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<tr>
<td>M&amp;V Certification</td>
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<td>0.0%</td>
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<tr>
<td>Ongoing MBCx</td>
<td></td>
<td>108 $</td>
<td>25,000</td>
</tr>
<tr>
<td>Energy Consulting</td>
<td></td>
<td>- $</td>
<td>0.0%</td>
</tr>
<tr>
<td>Air Barrier Testing</td>
<td></td>
<td>- $</td>
<td>0.0%</td>
</tr>
<tr>
<td>VALUE Expenses</td>
<td></td>
<td>- $</td>
<td>0.0%</td>
</tr>
<tr>
<td>Outside Consultant</td>
<td></td>
<td>- $</td>
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</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>741 $</td>
<td>140,500</td>
</tr>
</tbody>
</table>
EXHIBIT B - COMPENSATION

All compensation for services rendered by Consultant shall be based upon criteria established below. All services must be billed through the Consultant.

1. **Fees to be Specified in Contract**
   Any and all services to be performed under this Contract require approval. All compensation for services shall be identified in writing. The Contract shall describe the scope of services to be performed (by tasks and subtasks, where appropriate), the fees associated with that performance, and any applicable special provisions. Consultant’s compensation for services included in this Contract is totaled and set forth in EXHIBIT A, “Scope of Services and Fee Schedule”.

2. **Method of Payment**
   Subject to the terms of this Contract, PMGAA shall pay Consultant the appropriate rate or fixed price amount for services rendered as described in the Contract only after Consultant has submitted an invoice for services performed and PMGAA has certified and approved each invoice.

   For services rendered in accordance with the Contract, Consultant shall submit to PMGAA an invoice depicting tasks performed and/or hours spent for services performed. Invoices must be based on the actual hours and/or expenses incurred for the services completed during the billing period. Consultant’s invoices must specify that Consultant has performed the services, and PMGAA must certify and approve each invoice as a condition to payment.

3. **Consultant Responsibilities for Compensation**
   Consultant shall prepare monthly invoices and/or progress reports in accordance with terms specified in the Contract. Progress reports will clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices for payment shall be for work completed unless otherwise agreed to by PMGAA. Invoices/requisitions for payment for services subject to funding by the FAA and/or ADOT shall include the documentation requirements of the FAA and/or ADOT, which are outlined in the Airport Improvement Program (AIP) Handbook dated September 30, 2014, or most current version.

4. **PMGAA Responsibilities for Compensation**
   PMGAA agrees to pay Consultant’s invoices for payment within 30 calendar days after the invoice is approved. PMGAA may withhold payment on any invoice if it believes that Consultant has not performed the work in a satisfactory manner. If PMGAA withholds payment to Consultant, PMGAA shall promptly notify Consultant and explain the reasons for the decision to withhold payment.

5. **Billing Address**
   All invoices submitted to PMGAA for payment shall be submitted to:
   Phoenix-Mesa Gateway Airport Authority
   Attn: Engineering and Facilities Director
   5835 S. Sossaman Road
   Mesa, Arizona 85212
**EXHIBIT C - SPECIAL PROVISIONS**

1. **Civil Rights Act of 1964, Title VI – General**
   The contractor agrees to comply with pertinent statues, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color or national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

2. **Civil Rights Act of 1964, Title VI – Assurances**
   During the performance of this Contract, the contractor, for itself, its assignees and successors in interest agrees as follows:
   
   a. **Compliance with Regulations** – Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
   
   b. **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
   
   c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment** – In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
   
   d. **Information and Reports** – The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PMGAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to PMGAA or the FAA as appropriate, and will set forth what efforts it has made to obtain the information.
   
   e. **Sanctions for Noncompliance** – In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
      
      i) Withholding of payments to the contractor under the contract until the contractor complies, and/or;
      ii) Cancellation, termination, or suspension of the Contract, in whole or in part.
   
   f. **Incorporation of Provisions** – The contractor will include the provisions of paragraphs one through six of this EXHIBIT C in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as PMGAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request PMGAA to enter into any litigation to protect the interests of PMGAA. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
3. **Civil Rights – Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Federal Fair Labor Standards Act**

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5. **Occupational Safety and Health Act of 1970**

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable
requirements of the Occupational Safety and Health Act of 1970 (20CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

6. **Lobbying and Influencing Federal Employees**
   a. No federal appropriated funds shall be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant and the amendment or modification of any federal grant.
   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal grant, the contractor shall complete and submit Standard Form-LLL, “Disclosure of Lobby Activities,” in accordance with its instructions.

7. **Access to Records and Reports**
   Consultant shall maintain an acceptable cost accounting system. Consultant further agrees to provide PMGAA, the FAA and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of Consultant which are directly pertinent to this specific Contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this Contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.

8. **Breach of Contract Terms**
   Any violation or breach of terms of this Contract on the part of Consultant or its subconsultants or subcontractors may result in suspension or termination of this Contract, or such other action that may be necessary to enforce the rights of the parties with respect thereto. The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

9. **Rights to Inventions**
   All rights to inventions and materials generated under this Contract are subject to regulations issued by the FAA and PMGAA of the federal grant under which this Contract is executed.

10. **Trade Restriction Clause**
    a. Consultant or its subconsultants/subcontractors, by submission of an offer and/or execution of a contract, certifies that it:
        i. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
        ii. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on the list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on the list; and
        iii. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on the list.
    b. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the list for use on the project, the FAA may direct PMGAA cancellation of this Contract at no cost to the Government.
c. Further, Consultant shall incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

d. Consultant shall provide immediate written notice to PMGAA if Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor shall agree to provide written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

e. This certification is a material representation of fact upon which reliance was placed when the Contract was awarded. If it is later determined that Consultant or its subcontractor knowingly rendered an erroneous certification, the FAA may direct PMGAA cancellation of this Contract or any subcontract for default at no cost to the Government.

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

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

11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Consultant, by accepting this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant shall include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall provide a written explanation to PMGAA.

12. Project Security

As some or all portions of work possible during the Term of this Contract may be located inside the secured area of the Airport, adherence to and familiarity with federal security regulations is essential. For these projects, Consultant shall be responsible for fulfilling the security requirements described herein.

a. Secured Area Access – All Consultant personnel who require unescorted access to the secured area of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete the Security Badge Application and Security Badge Authorization forms.

b. Employee Security Badges – If deemed necessary by PMGAA all Consultant and/or subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display an Airport security badge. Consultant shall submit a Security Badge Application form to the PMGAA security office for each employee requiring unescorted access, along with the current fee for each badge. Badge fees are identified on the current Airport Fees, Services and Rental Rates available via the Airport website at www.gatewayairport.com and are subject to change.

i. All fees must be paid to PMGAA by cash or check.

ii. Airport Security Badge Application forms and instructions are available via the Airport website at www.gatewayairport.com.

iii. An authorized representative of Consultant must also obtain and submit a Security Media Authorization form, which is to be submitted to the PMGAA badging office. The Security Media Authorization form and instructions are available via the Airport website at www.gatewayairport.com.

iv. A training class on aviation security must be successfully completed before individuals are issued a badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take two hours per person.

v. Additional information, including a “Frequently Asked Questions” is available via the Airport website at www.gatewayairport.com or by contacting the PMGAA Badging Office at (480) 988-7522. The Badging Office is located at 5803 S. Sossaman Road, Mesa AZ 85212.
vi. Consultant shall immediately notify the PMGAA Badging Office of any Consultant personnel whose employment status has changed.

vii. Consultant shall retrieve all security badges and keys and return them to the PMGAA Badging Office. A fee, as indicated on the most current Airport Rates and Charges Schedule, will be charged for each badge that is damaged, lost or not returned.

viii. The PMGAA Badging Office will require a completed Security Badge Application from each Consultant employee so certified by Consultant as requiring such before a Security Badge is issued.

ix. Under certain circumstances and out of control of PMGAA, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.

x. At all times, aircraft shall have the right-of-way over all vehicle traffic.

c. Fines – Due to both the safety and security precautions necessary at the Airport, any failure of the Consultant to adhere to prescribed Airport requirements/regulations has consequences that may jeopardize the health, welfare and lives of Airport customers and employees, as well as the Consultant’s own employees. Therefore, if Consultant is found to be in non-compliance with any security, airfield badging/licensing and airfield safety requirement, a Notice of Violations (NOV) may be issued. A current listing of fines is available by contacting the PMGAA Badging Office.

13. Standard Terms & Conditions
PMGAA’s Standard Terms & Conditions (in EXHIBIT D attached) include clauses that pertain to both construction and professional services. For such, the term “contractor” is to be considered same as “consultant.” If a clause implies construction service then it is waived for a professional services contract. PMGAA reserves the right to make that determination if there is a conflict.

14. Federal and State Guidelines and Regulations
All work performed under this Contract must satisfy FAA and applicable agency standards, and be accomplished in accordance with applicable federal, state and local guidelines and regulations, including FAA Advisory Circulars, NEPA and Arizona environmental statutes.

Consultant shall perform the services as described in approved Contract in accordance with the applicable requirements imposed by PMGAA, ADOT, FAA and any other applicable sponsoring agencies. Consultant and its subconsultants/subcontractors, if any, shall comply with any and all applicable laws, regulations, executive orders, policies, guidelines, and any other requirements for FAA Airport Improvement Program (AIP) projects. Consultant shall provide PMGAA all information, reports, documents, and/or certifications requested by PMGAA for the satisfaction of any grant requirements for the reimbursement of services, including, without limitation, identifying the specific services provided by Consultant and the billing period(s) during which services were or are to be provided. Nothing herein shall be construed as making the FAA or ADOT a party to this Contract.

15. Right to Contract With Other Firms
PMGAA shall have the right to contract with other firms and/or persons and/or to self-perform additional services, which may be the subject of this Contract. Consultant shall conduct its operations and perform any services authorized under the Contract so as not to interfere with or hinder the progress of completion of the work being performed by PMGAA and/or other firms and/or persons. Consultants working on the same project shall cooperate with each other in the performance, scheduling, and, if applicable, the integration of their respective services.

16. Independent Contractor Status
At all relevant times, Consultant is - and shall remain - an independent contractor with regard to performance of its services. PMGAA retains no control over Consultant, the performance of its work or services, or the safety of its employees. Consultant is not authorized to enter into any contract or commitment, authorize any payment, or accept any document, services, goods or materials for, in the name of, or on behalf of PMGAA.
1. **Certification.** Consultant certifies:
   a. The award of this Contract did not involve collusion or other anti-competitive practices.
   b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
   c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Consultant hereby certifies that the individual signing this Contract is an authorized agent for Consultant and has the authority to bind the Consultant to the Contract.

2. **Termination of Contract.**
   a. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Consultant to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons. PMGAA shall, at all times during the term of the Contract or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction.
      (1) Consultant has provided personnel that do not meet the requirements of the Contract.
      (2) Consultant has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
      (3) Consultant has attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
      (4) Consultant has failed to furnish the required service(s) and/or product(s) within the time stipulated in the Contract or associated Authorization of Services.
      (5) Consultant has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Consultant fails to give PMGAA adequate assurance the Consultant will perform the Contract in full and on time.
      (6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Consultant regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
   b. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives fourteen (14) calendar days’ advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA’s convenience and with fourteen (14) days’ written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date.

3. **Dispute Resolution.**
   a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.

c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs as determined by the arbitrator or court as applicable.

4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Consultant nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Consultant, including **Workers’ Compensation** coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA’s payments under this Contract.

5. **Affirmative Action.** Consultant shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.

6. **Human Relations.** Consultant shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.

7. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.

8. **Americans with Disabilities Act.** Consultant shall comply with all applicable provisions of the **Americans with Disabilities Act** (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

9. **Confidentiality of Records.** Consultant shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.

10. **Gratuities.** PMGAA may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Consultant or any agent or representative of Consultant, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Consultant the amount of the gratuity.
11. **Applicable Law.** This Contract shall be governed by, and PMGAA and Consultant shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.

12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Consultant under this RFP, IFB or RFQ. The Contract contains the entire agreement between PMGAA and Consultant. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.

13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Consultant.

14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.

16. **Protection of Government Property.** Consultant shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultant damages PMGAA's property in any way, Consultant shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Consultant fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Consultant under the Contract.

17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

18. **Subcontracts.** Consultant shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Consultant of its acceptance or rejection within forty-five (45) days or written request by Consultant. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Consultant referred to herein. Consultant is responsible for Contract performance whether subcontractors are used.

19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party’s existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Consultant’s services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.

20. **Warranties.** Consultant warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Consultant or the rights
of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.

21. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Consultant’s acts, errors, omissions, or mistakes relating to Consultant’s services under this Contract.

22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

23. **Advertising.** Consultant shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.

24. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA’s expense, inspect the place of Consultant’s or any of Consultant’s subcontractor's business, which is related to the performance of this Contract or related subcontract.

25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party (“Required Act”), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (“Force Majeure Event”), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Consultant to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

26. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Consultant’s risk and may be returned to Consultant. If so returned, all costs are the responsibility of Consultant. Noncompliance shall conform to the cancellation clause set forth in this Contract.

27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Consultant or any other person except with prior written permission by PMGAA.

28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.
29. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Consultant shall provide a formal release of all liens.

30. **Licenses.** Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Consultant as applicable to this Contract.

31. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.

32. **Clean Up.** Consultant shall at all times keep Contract performance areas, including storage areas used by the Consultant, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Consultant shall leave the work and premises in clean, neat, and workmanlike condition.

33. **Patents.** Consultant shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys’ fees, for any alleged infringement of any person’s patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Consultant under this Contract.

34. **Records and Audit Rights.** Consultant’s and all of its approved subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Consultant and subcontractor employees that work on the Contract (all the foregoing collectively referred to as “Records”), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Consultant’s and its subcontractor’s actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Consultant and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Consultant under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Consultant and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Consultant or subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.

35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Consultant’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Consultant’s and any of Consultant’s subcontractor’s employee who works on this Contract to ensure the Consultant is complying with this paragraph.
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY

AND

CONSULTANT ENGINEERING, INC.

FOR

CONSTRUCTION INSPECTION SERVICES FOR A NEW AIR TRAFFIC CONTROL TOWER

CONTRACT NUMBER C-2021009
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Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona (‘’PMGAA”’) desires performance of the services more fully described in this Contract Number C-2021009 (“Contract”) and the attached exhibits. Consultant Engineering, Inc., an Arizona Corporation, (“Consultant”), with its principal offices located at 10625 North 25th Avenue, Suite 200, Phoenix, AZ 85029, desires to perform these services.

Recitals

A. PMGAA requires the services as described in this Contract, including any and all exhibits and amendments, and Consultant is willing to provide these and other services under this Contract; and

B. PMGAA desires to contract with Consultant to provide services as noted herein.

Now therefore, in consideration of the recitals and the mutual covenants set forth below, PMGAA and Consultant agree as follows.

SECTION I – CONSULTANT SERVICES

The services to be performed by Consultant are specified in this Contract. PMGAA will not pay Consultant for any services that have not been authorized under the Contract. There is no guarantee of a minimum purchase of services.

The anticipated services to be provided by Consultant under this Contract shall generally include, but not be limited to, the following: Construction Inspection Services for a new Air Traffic Control Tower, as more specifically described in the detailed scope of services attached as EXHIBIT A, “Scope of Services & Fee Schedule.”

PMGAA’s authorized representative shall be the PMGAA Engineering and Facilities Director, or his/her duly authorized representative, and that he/she shall be the sole contact for administering this Contract.

All services provided by Consultant under this Contract must be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Arizona. Consultant makes no other warranty, expressed or implied.

SECTION II – PMGAA RESPONSIBILITIES

PMGAA shall furnish Consultant, at no cost to Consultant, the following information or services for this Contract:

A. Access to copies of readily available maps, records, as-built drawings, benchmarks or other data pertinent to work assignments affiliated with this Contract. This does not, however, relieve Consultant of the responsibility of searching records for additional information, for requesting specific information or for verification of that information provided. PMGAA does not warrant the accuracy or comprehensiveness of any information or documents provided to Consultant.

B. In PMGAA’s discretion and upon Consultant’s reasonable request, access to staff for consultation with Consultant during the performance of this contract in order to identify the problems, needs, and other functional aspects of the work.

C. Prompt review of and feedback on Consultant’s deliverables. PMGAA will advise Consultant concerning progress of PMGAA’s review of the work, as needed.

SECTION III - PERIOD OF SERVICE

Consultant shall complete all work in accordance with the provisions of this Contract as amended.

All work initiated under this Contract must be completed on or before the expiration date of the Contract as amended.

The term of this Contract shall commence on July 22, 2020 and ends upon final completion of the Scope of Services by Consultant and final acceptance by PMGAA (“Base Term”), unless terminated, canceled or extended as provided in this Contract.

Consultant shall commence its services within seven (7) days of the written authorization by PMGAA. Consultant shall perform its services in a diligent manner and in accordance with this Contract.
SECTION IV – KEY PERSONNEL

The Consultant itself shall provide all services to be performed under this Contract. If Sub-Consultants are required by Consultant to perform any services listed under this contract, Consultant shall notify PMGAA prior to authorizing work by said Sub-Consultants. PMGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.

SECTION V – PAYMENTS TO THE CONSULTANT

Consultant will be paid for work performed under this Contract plus any adjustments that have been approved in writing by PMGAA in accordance with PMGAA’s Procurement Policy. Payments will be made in accordance with EXHIBIT B, “Compensation.”

All services to be rendered by Consultant are subject to the terms of EXHIBIT B, “Compensation” attached hereto.

PMGAA does not guarantee any minimum or maximum fee during the Term of this Contract, and Consultant, in executing this Contract, shall not anticipate or require any minimum or maximum fee.

PMGAA shall pay Consultant in agreed upon installments for services authorized and rendered under this Contract at the completion of each work assignment, provided Consultant has satisfactorily completed the requested work. If any such work requires time in excess of 30 calendar days to complete, progress payment(s) may be made on invoices certified and approved by PMGAA.

SECTION VI – ALTERATION IN SCOPE OF SERVICES

For any alteration in the Scope of Services that would materially increase or decrease the Contract fee, the parties shall negotiate an amendment to the Contract to be executed by PMGAA and Consultant. No work shall commence on any amendment or change until the amendment has been approved by PMGAA and Consultant has been notified to proceed by PMGAA. No claim for extra work done or materials furnished by Consultant will be allowed by PMGAA, except as provided herein, nor shall Consultant do any work or furnish any materials not covered by this Contract unless the work is first authorized in writing by PMGAA and the change complies with PMGAA’s Procurement Policy. Any work or materials furnished by Consultant without advance, written authorization will be at Consultant’s own risk, cost, and expense. Without written authorization, Consultant shall make no claim for compensation for such work or materials furnished.

SECTION VII – WORK ASSIGNMENT COMPLETION

If, during the Term of this Contract, situations arise which prevent work completion within the allotted time, PMGAA may grant an appropriate time extension.

SECTION VIII – OWNERSHIP OF DOCUMENTS

Any documents, including all electronic copies thereof, prepared under or as a result of this Contract, shall be the property of PMGAA. To the extent necessary to effectuate such ownership, Consultant hereby assigns all right, title and interests to such documents to PMGAA. Consultant shall execute any separate contracts or documents, if any, which may be necessary to implement the terms of this Section.

All of Consultant’s documents prepared under this Contract, including electronic files, are instruments of service. All of these documents become the property of PMGAA upon completion of the services and payment in full to Consultant. PMGAA may reuse or modify the documents, as it deems necessary, without Consultant’s prior written authorization. PMGAA shall indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, the “Consultant”) against any and all damages, liabilities or costs arising from PMGAA’s modification of documents produced by Consultant under this Contract unless Consultant authorizes the modification in writing.

SECTION IX – COMPLIANCE WITH LAWS

Consultant shall comply with all federal, state and local laws, local ordinances and regulations throughout the Term.

Consultant’s signature on this Contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform and Control Act of 1986 for all personnel that Consultant and any subconsultants employ to complete any work assignment.
PMGAA shall administer this Contract in accordance with PMGAA’s Procurement Policy.

**SECTION X - GENERAL CONSIDERATIONS**

A. The failure of either party to enforce any of the provisions of this Contract or require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of the provisions, nor shall it affect the validity of this Contract or the right of either party to enforce each and every provision.

B. The fact that PMGAA has accepted or approved Consultant’s work shall in no way relieve Consultant of responsibility for the work under this Contract.

C. This Contract shall be governed by the laws of the state of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract, or any provision thereof, shall be instituted only in the courts of the state of Arizona.

D. All exhibits to this Contract and any amendments to the Contract are incorporated into it.

**SECTION XI - NO KICK-BACK CERTIFICATION**

Consultant warrants that no person has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the PMGAA Board of Directors or any employee of PMGAA has any interest, financially or otherwise, in Consultant’s firm.

For breach or violation of this warranty, PMGAA may annul this Contract without liability.

**SECTION XII – SUSPENSION OF SERVICES**

Consultant shall, within five (5) business days upon receiving written notice from PMGAA, suspend, delay, or interrupt all or a part of the Scope of Services. Consultant shall resume the Scope of Services within five (5) business days of receiving written notice from PMGAA.

**SECTION XIII – TIMES OF PAYMENTS**

Consultant shall submit periodic invoices for any unbilled portion of the services actually completed. PMGAA shall review, certify, and approve or reject each invoice in whole or in part. PMGAA shall pay each approved invoice within 30 calendar days of the date that PMGAA approves the invoice.

**SECTION XIV – TIMELY REVIEW**

PMGAA will review Consultant’s studies, reports, proposals, and other related documents and render any decisions required by Consultant in a timely manner. Notwithstanding these reviews, Consultant remains solely responsible for all of its deliverables and services under this Contract. By PMGAA’s reviews, PMGAA does not assume any liability for or retained control over Consultant’s work or Consultant’s responsibility for the safety of its employees.

**SECTION XV – DISPUTE RESOLUTION**

All disputes between PMGAA and Consultant arising out of or relating to this Contract will be subject to the Dispute Resolution provisions as set forth in EXHIBIT D, “PMGAA Standard Terms and Conditions”, attached hereto and incorporated herein by reference.

PMGAA and Consultant shall include a similar dispute resolution provision in all contracts with other contractors and consultants retained for the Project and shall require all other independent contractors and consultants to include a similar dispute resolution provision in all contracts with subcontractors, subconsultants, suppliers or fabricators retained by them.

**SECTION XVI - LIABILITY OF CONSULTANT**

To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its member governments, departments, officers, employees, and agents from and against damages arising out of any act, error, or omission of Consultant relating to its services under this Contract.
SECTION XVII - LAWS AND REGULATIONS

All federal, state, and local laws and regulations that relate to Consultant’s services apply to Consultant’s performance of this Contract throughout. These laws and regulations are deemed included in this Contract the same as though written out in full, especially the current applicable Federal Aviation Administration (FAA) rules and regulations associated with airport projects; pertinent Airport engineering standards; and local rules, regulations, and industry standards.

SECTION XVIII – ARCHAEOLOGICAL RESOURCE PROTECTION

While performing services under this Contract, Consultant may encounter a known or unknown archaeological site located at the Airport. If Consultant encounters what it believes to be an archaeological site, Consultant shall immediately notify PMGAA of the site’s location and take all reasonable precautions to protect and preserve the site until PMGAA otherwise directs.

SECTION XIX INSURANCE REQUIREMENTS

1. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

2. All insurance policies required by this Contract, except Workers Compensation and Professional Liability, shall name PMGAA, its agents, representatives, officers, directors, officials and employees as Additional Insured.

3. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
   a. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.
   b. Commercial General Liability: Insurance Services Office Form CG 00 01 covering Bodily Injury and Property Damage on an “occurrence” basis, including personal & advertising injury with limits no less than $1,000,000 per occurrence, $2,000,000 General Aggregate.
   c. Auto Liability: ISO Form CA 00 01 covering any auto (Symbol 1), or if Consultant has no owned autos, hired, (Symbol 8) and non-owned autos (Symbol 9), with limit no less than $1,000,000 Combined Single limit per accident for bodily injury and property damage.
   d. Workers’ Compensation: Statutory Limits as required by the state of Arizona, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. If the Consultant maintains higher limits than the minimums shown above, PMGAA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PMGAA.

5. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:
   a. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to PMGAA.
   b. Waiver of Subrogation: Consultant waives any right to subrogation. Consultant shall obtain an endorsement necessary to affect this waiver of subrogation from the insurer for all lines of coverage required by this Contract, except Workers Compensation and Professional Liability, for claims arising out of the Consultant’s work or service.
   c. Primary Coverage: For all claims related to this Contract, all of Consultant’s insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by PMGAA, its officers, officials, employees, or volunteers will be in excess of Consultant’s insurance and will not contribute with it.
   d. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by PMGAA. PMGAA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
e. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A, VII, unless otherwise acceptable to PMGAA.

f. Claims Made Policies: No Claims Made policies (other than Professional Liability) will be accepted. For policies that provide claims-made coverage:

1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

g. Verification of Coverage: Consultant shall furnish PMGAA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PMGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide the required insurance. PMGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

h. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that PMGAA is an additional insured on insurance required from subcontractors.

i. Special Risks or Circumstances: PMGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

Executed as of the Commencement Date.

CONSULTANT
CONSULTANT ENGINEERING, INC., an Arizona corporation

By: [Signature]
Name: Barry K. Brown
Title: President
Date: 01/11/2020

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

By: [Signature]
Name: J. Brian O’Neill, A.A.E.
Title: Executive Director/CEO
Date: 01/11/2020
EXHIBIT A – SCOPE OF SERVICES & FEE SCHEDULE

The services to be performed by Consultant and the completion of related efforts are specified in the following Scope of Services & Fee Schedule agreed to by the parties.

SCOPE OF SERVICES

Provide full time Senior Building Inspector to supplement Airport Staff to monitor the construction project to ensure compliance with safety standards, building codes, local ordinances, and contract specifications. Inspect structural, mechanical, plumbing, electrical, and other systems to ensure they meet code, verify alignment, level, and elevation of structures to ensure the building meets specifications, maintain daily logs including photos taken during inspections, provide written documentation of findings, attend weekly progress meetings and periodic pre-activity meetings.
FEE SCHEDULE
For the services provided herein, PMGAA agrees to pay Consultant the not to exceed amount of $437,770.00

May 27, 2020

Bob Draper, PE, LEED AP, CM
Engineering & Facilities Director
Phoenix-Mesa Gateway Airport Authority
5835 South Sossaman Road
Mesa, Arizona 85212-6014

Re: ATCT Senior Construction Building Inspector
CEI Job No. 854.00

Dear Mr. Draper:

Consultant Engineering, Inc. (CEI) is pleased to submit our fee schedule for ATCT at PMGA. We appreciate the opportunity to provide construction inspection services to the PMGA.

The assumptions are noted in our fee schedule (attached) but the critical time aspect is 18 months as requested. The Senior Construction Building Inspector (SCBI) will be full-time during the life of the project; however, I did add some hours for both pre- and post-work if that meets with your approval. The proposed SCBI is Dan McCarthy based on his experience and versatility as a Building Inspector and ICC Certifications from Structural to Electrical. I have attached a couple of additional resumes, Lenny Sedlock and Leonard Flores who we would make available when Dan couldn’t be on-site for an unexpected absence, however they would be strictly short term. They are capable of handling the scope of services you requested in your email to perform the ATCT Inspection Services.

The Project Monitor would be Brian Howard if you concur, he would assist on the administrative functions only.

We look forward to working with PMGA on this assignment.

Sincerely,

Consultant Engineering, Inc.

Barry K. Brown, P.E.
President/Principal

bkbbbb

Enclosures: Fee Proposal
Resumes

cc: Erica Nolan
John Patterson
**PhxMesa Gateway Airport**

**Gateway ATCT - CEI Aviation Services Cost Proposal**

**Construction Administration & Inspection**

**Cost - CEI Fully Loaded Rate**

| DESCRIPTION                  | Loaded Rate | Rate | Billing Units | Pre-Cont | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | Post Cont | Total | Costs | OH(165.11%) | Fee(10%) | Total Amount |
| Labor                       |             |      |               |          |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Project Monitor - Reg Hrs.  | $204.13     | $70.00 | hour          | 2        | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 38 | $2,660.00 | $4,391.93 | $705.19 | $7,757.12 |
| OT Hrs.                     |             |      |               |          |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Senior Bldg. Inspector - Reg| $179.58     | $48.00 | hour          | 6        | 168 | 168 | 166 | 168 | 166 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 3,072 | $147,456.00 | $243,464.60 | $39,092.06 | $430,012.66 |
| OT Hrs.                     |             |      |               |          |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Total                        |             |      |               |          |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   | 3,119 |

**Assumptions:**

1. **Project Duration** is approximately 18 months
2. **Hours per period** based on 40 hrs./wk x 52 wks = 2,080 hrs./yr. - (8 holidays x 8 hrs.) = 2016 hrs./yr. / 12 mo./yr. = 168 hrs./mo.
3. **Overhead rate** of 165.11% covers all direct costs including vehicle and related costs, phone, and computer. Profit fee is 10%.
4. **Overtime** is after 40 hours per week and is calculated at 1.5 x the hourly rate.
5. **Contractor working** 5-6 hour days per week.
6. **Construction Start of September 2020**
EXHIBIT B - COMPENSATION

All compensation for services rendered by Consultant shall be based upon criteria established below. All services must be billed through the Consultant.

1. **Fees to be Specified in Contract**
   Any and all services to be performed under this Contract require approval. All compensation for services shall be identified in writing. The Contract shall describe the scope of services to be performed (by tasks and subtasks, where appropriate), the fees associated with that performance, and any applicable special provisions. Consultant’s compensation for services included in this Contract is totaled and set forth in EXHIBIT A, “Scope of Services and Fee Schedule”.

2. **Method of Payment**
   Subject to the terms of this Contract, PMGAA shall pay Consultant the appropriate rate or fixed price amount for services rendered as described in the Contract only after Consultant has submitted an invoice for services performed and PMGAA has certified and approved each invoice.

   For services rendered in accordance with the Contract, Consultant shall submit to PMGAA an invoice depicting tasks performed and/or hours spent for services performed. Invoices must be based on the actual hours and/or expenses incurred for the services completed during the billing period. Consultant’s invoices must specify that Consultant has performed the services, and PMGAA must certify and approve each invoice as a condition to payment.

3. **Consultant Responsibilities for Compensation**
   Consultant shall prepare monthly invoices and/or progress reports in accordance with terms specified in the Contract. Progress reports will clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices for payment shall be for work completed unless otherwise agreed to by PMGAA.

   Invoices/requisitions for payment for services subject to funding by the FAA and/or ADOT shall include the documentation requirements of the FAA and/or ADOT, which are outlined in the Airport Improvement Program (AIP) Handbook dated September 30, 2014, or most current version.

4. **PMGAA Responsibilities for Compensation**
   PMGAA agrees to pay Consultant’s invoices for payment within 30 calendar days after the invoice is approved. PMGAA may withhold payment on any invoice if it believes that Consultant has not performed the work in a satisfactory manner. If PMGAA withholds payment to Consultant, PMGAA shall promptly notify Consultant and explain the reasons for the decision to withhold payment.

5. **Billing Address**
   All invoices submitted to PMGAA for payment shall be submitted to:
   
   Phoenix-Mesa Gateway Airport Authority
   Attn: Engineering and Facilities Director
   5835 S. Sossaman Road
   Mesa, Arizona 85212
1. **Civil Rights Act of 1964, Title VI – General**

   The contractor agrees to comply with pertinent statues, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color or national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

2. **Civil Rights Act of 1964, Title VI – Assurances**

   During the performance of this Contract, the contractor, for itself, its assignees and successors in interest agrees as follows:

   a. **Compliance with Regulations** – Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

   b. **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

   c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment** – In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

   d. **Information and Reports** – The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PMGAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to PMGAA or the FAA as appropriate, and will set forth what efforts it has made to obtain the information.

   e. **Sanctions for Noncompliance** – In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

      i) Withholding of payments to the contractor under the contract until the contractor complies, and/or;

      ii) Cancellation, termination, or suspension of the Contract, in whole or in part.

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

3. **Civil Rights – Title VI List of Pertinent Nondiscrimination Acts and Authorities**
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Consultant, by accepting this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any government department or agency.

5. Project Security
As some or all portions of work possible during the Term of this Contract may be located inside the secured area of the Airport, adherence to and familiarity with federal security regulations is essential. For these projects, Consultant shall be responsible for fulfilling the security requirements described herein.

a. Secured Area Access – All Consultant personnel who require unescorted access to the secured area of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete the Security Badge Application and Security Badge Authorization forms.
b. Employee Security Badges – If deemed necessary by PMGAA all Contractor and/or subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display an Airport security badge. Consultant shall submit a Security Badge Application form to the PMGAA security office for each employee requiring unescorted access, along with the current fee for each badge. Badge fees are identified on the current Airport Fees, Services and Rental Rates available via the Airport website at www.gatewayairport.com and are subject to change.

i. All fees must be paid to PMGAA by cash or check.

ii. Airport Security Badge Application forms and instructions are available via the Airport website at www.gatewayairport.com.

iii. An authorized representative of Consultant must also obtain and submit a Security Media Authorization form, which is to be submitted to the PMGAA badging office. The Security Media Authorization form and instructions are available via the Airport website at www.gatewayairport.com.

iv. A training class on aviation security must be successfully completed before individuals are issued a badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take two hours per person.

v. Additional information, including a “Frequently Asked Questions” is available via the Airport website at www.gatewayairport.com or by contacting the PMGAA Badging Office at (480) 988-7522. The Badging Office is located at 5803 S. Sossaman Road, Mesa AZ 85212.

vi. Consultant shall immediately notify the PMGAA Badging Office of any Consultant personnel whose employment status has changed.

vii. Consultant shall retrieve all security badges and keys and return them to the PMGAA Badging Office. A fee, as indicated on the most current Airport Rates and Charges Schedule, will be charged for each badge that is damaged, lost or not returned.

viii. The PMGAA Badging Office will require a completed Security Badge Application from each Consultant employee so certified by Consultant as requiring such before a Security Badge is issued.

ix. Under certain circumstances and out of control of PMGAA, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.

x. At all times, aircraft shall have the right-of-way over all vehicle traffic.

c. Fines – Due to both the safety and security precautions necessary at the Airport, any failure of the Consultant to adhere to prescribed Airport requirements/regulations has consequences that may jeopardize the health, welfare and lives of Airport customers and employees, as well as the Consultant’s own employees. Therefore, if Consultant is found to be in non-compliance with any security, airfield badging/licensing and airfield safety requirement, a Notice of Violations (NOV) may be issued. A current listing of fines is available by contacting the PMGAA Badging Office.

6. Standard Terms & Conditions
PMGAA’s Standard Terms & Conditions (in EXHIBIT D attached) include clauses that pertain to both construction and professional services. For such, the term “contractor” is to be considered same as “consultant.” If a clause implies construction service then it is waived for a professional services contract. PMGAA reserves the right to make that determination if there is a conflict.

7. Federal and State Guidelines and Regulations
All work performed under this Contract must satisfy FAA and applicable agency standards, and be accomplished in accordance with applicable federal, state and local guidelines and regulations, including FAA Advisory Circulars, NEPA and Arizona environmental statutes.

Consultant shall perform the services as described in approved Contract in accordance with the applicable requirements imposed by PMGAA, ADOT, FAA and any other applicable sponsoring agencies. Consultant and its subconsultants/subcontractors, if any, shall comply with any and all applicable laws, regulations, executive orders, policies, guidelines, and any other requirements for FAA Airport Improvement Program (AIP) projects. Consultant shall provide PMGAA all information, reports, documents, and/or certifications requested by PMGAA for the satisfaction of any grant requirements for the reimbursement of services, including, without limitation, identifying
the specific services provided by Consultant and the billing period(s) during which services were or are to be
provided. Nothing herein shall be construed as making the FAA or ADOT a party to this Contract.

8. Right to Contract With Other Firms
PMGAA shall have the right to contract with other firms and/or persons and/or to self-perform additional services,
which may be the subject of this Contract. Consultant shall conduct its operations and perform any services
authorized under the Contract so as not to interfere with or hinder the progress of completion of the work being
performed by PMGAA and/or other firms and/or persons. Consultants working on the same project shall
cooperate with each other in the performance, scheduling, and, if applicable, the integration of their respective
services.

9. Independent Contractor Status
At all relevant times, Consultant is - and shall remain - an independent contractor with regard to performance of its
services. PMGAA retains no control over Consultant, the performance of its work or services, or the safety of its
employees. Consultant is not authorized to enter into any contract or commitment, authorize any payment, or
accept any document, services, goods or materials for, in the name of, or on behalf of PMGAA.
EXHIBIT D – PMGAA STANDARD TERMS & CONDITIONS

1. Certification. Consultant certifies:
   a. The award of this Contract did not involve collusion or other anti-competitive practices.
   b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
   c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Consultant hereby certifies that the individual signing this Contract is an authorized agent for Consultant and has the authority to bind the Consultant to the Contract.

2. Termination of Contract.
   a. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Consultant to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons. PMGAA shall, at all times during the term of the Contract or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction.
      (1) Consultant has provided personnel that do not meet the requirements of the Contract.
      (2) Consultant has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
      (3) Consultant has attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
      (4) Consultant has failed to furnish the required service(s) and/or product(s) within the time stipulated in the Contract or associated Authorization of Services.
      (5) Consultant has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Consultant fails to give PMGAA adequate assurance the Consultant will perform the Contract in full and on time.
      (6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Consultant regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
   b. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives fourteen (14) calendar days’ advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA’s convenience and with fourteen (14) days’ written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date.

3. Dispute Resolution.
   a. Negotiations. If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
   b. Mediation. Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and
administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.

c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs as determined by the arbitrator or court as applicable.

4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Consultant nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Consultant, including Workers’ Compensation coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA’s payments under this Contract.

5. **Affirmative Action.** Consultant shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.

6. **Human Relations.** Consultant shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.

7. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.

8. **Americans with Disabilities Act.** Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

9. **Confidentiality of Records.** Consultant shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.

10. **Gratuities.** PMGAA may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Consultant or any agent or representative of Consultant, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Consultant the amount of the gratuity.

11. **Applicable Law.** This Contract shall be governed by, and PMGAA and Consultant shall have, all remedies afforded each by the Uniform Commercial Code, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by
the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.

12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Consultant under this RFP, IFB or RFQ. The Contract contains the entire agreement between PMGAA and Consultant. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.

13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Consultant.

14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.

16. **Protection of Government Property.** Consultant shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultant damages PMGAA’s property in any way, Consultant shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Consultant fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Consultant under the Contract.

17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

18. **Subcontracts.** Consultant shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Consultant of its acceptance or rejection within forty-five (45) days or written request by Consultant. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Consultant referred to herein. Consultant is responsible for Contract performance whether subcontractors are used.

19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party’s existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Consultant’s services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.

20. **Warranties.** Consultant warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Consultant or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
21. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Consultant’s acts, errors, omissions, or mistakes relating to Consultant’s services under this Contract.

22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

23. **Advertising.** Consultant shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.

24. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA’s expense, inspect the place of Consultant’s or any of Consultant’s subcontractor’s business, which is related to the performance of this Contract or related subcontract.

25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party (“Required Act”), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (“Force Majeure Event”), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Consultant to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

26. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Consultant’s risk and may be returned to Consultant. If so returned, all costs are the responsibility of Consultant. Noncompliance shall conform to the cancellation clause set forth in this Contract.

27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Consultant or any other person except with prior written permission by PMGAA.

28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.

29. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Consultant shall provide a formal release of all liens.
30. **Licenses.** Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Consultant as applicable to this Contract.

31. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.

32. **Clean Up.** Consultant shall at all times keep Contract performance areas, including storage areas used by the Consultant, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Consultant shall leave the work and premises in clean, neat, and workmanlike condition.

33. **Patents.** Consultant shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys’ fees, for any alleged infringement of any person’s patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Consultant under this Contract.

34. **Records and Audit Rights.** Consultant’s and all of its approved subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Consultant and subcontractor employees that work on the Contract (all the foregoing collectively referred to as “Records”), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Consultant’s and its subcontractor’s actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Consultant and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Consultant under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Consultant and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Consultant or subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.

35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Consultant’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Consultant’s and any of Consultant’s subcontractor’s employee who works on this Contract to ensure the Consultant is complying with this paragraph.
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: July 21, 2020

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

**Active/Pending Solicitations**

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2020-003-RFP</td>
<td>Terminal Advertising Concessions</td>
<td>July 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-005-RFP</td>
<td>Airport Towing Services</td>
<td>September 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-001-RFP</td>
<td>Wildlife Hazard Assessment</td>
<td>October 2020</td>
</tr>
</tbody>
</table>

**Future Solicitations**

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Scheduled for Release</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
</table>

**Equipment Disposals**
Fiscal year totals from sales of decommissioned / nonworking equipment total $56,899.

If you have any questions about the solicitations or the procurement process, please feel free to contact me at 480-988-7613.
NOTICE OF MEETING OF THE
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS

NO BOARD MEETING IN AUGUST

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Phoenix-Mesa Gateway Airport Authority and to the public that the Phoenix-Mesa Gateway Airport Authority will hold a meeting open to the public on Tuesday, September 15, 2020 beginning at 9:00 a.m. in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by telephone. 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).

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Misty Johnson at 480-988-7607 or mrjohnson@gatewayairport.com. Requests should be made as early as possible to allow time to arrange the accommodation.
NOTICE AND AGENDA OF MEETING OF THE
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Phoenix-Mesa Gateway Airport Authority and to the public that the Phoenix-Mesa Gateway Airport Authority will hold a meeting open to the public on **Tuesday, September 15, 2020 beginning at 9:00 a.m.** in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by telephone. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board’s attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03 (A)(3)&(4).

The agenda for the meeting is as follows:

1. **Call to Order** (Mayor Gail Barney, Chair)
   *Members of the Phoenix-Mesa Gateway Airport Authority will attend either in person or by telephone conference call.*

2. **Pledge of Allegiance**

3. **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.*

4. **Executive Director’s Report**  J. Brian O’Neill, A.A.E., Executive Director/CEO

5. **Consent Agenda**
   a) **Minutes** of the Board Meeting held on July 21, 2020.
   b) **Resolution No. 20-32** – Adoption of the revised **Airport Rates and Charges** schedule with an effective date of October 1, 2020.
   c) **Resolution No. 20-33** – Authorizing the purchase of one tractor from **Bingham Equipment Company**, in an amount not to exceed $57,390.07.
   d) **Resolution No. 20-34** – Authorizing the purchase of three (3) skid mounted Preconditioned Air Units (PCAir) from **ITW GSE** in an amount not to exceed $288,376 under CIP 1097. The amount proposed includes an extended warranty.
   e) **Resolution No. 20-35** – Authorizing annual changes to the **Airport Rules and Regulations**.

Consideration and Possible Approval of:

6. **Resolution No. 20-36** – Authorizing a Second Amendment to the Terminal Concession Agreement with **Kind Hospitality, Inc**. The amendment adjusts the MAG Rent, establishes a Passenger Traffic Trigger for the F3 space, and extends the Transition Period to September 30, 2021.

7. **Resolution No. 20-37** – Authorizing a First Amendment to the Terminal Concession Lease Agreement with **Paradies Lagardere@AZA, LLC**. The amendment adjusts the MAG Rent and extends the Transition Period to September 30, 2021.
8. Board Member Comments/Announcements

9. Next Meeting: Tuesday, October 20, 2020 at 9:00 a.m.

10. 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 mjohnson@gatewayairport.com. Requests should be made as early as possible to allow time to arrange the accommodation.
Executive Director’s Report

September 2020
Financial Snapshot

<table>
<thead>
<tr>
<th>OPERATING INCOME</th>
<th>July FY20</th>
<th>July FY21</th>
<th>Month Variance</th>
<th>FYTD Comparison FY20</th>
<th>FYTD Comparison FY21</th>
<th>FYTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>$2,478,736</td>
<td>$1,819,818</td>
<td>($658,918)</td>
<td>$2,478,736</td>
<td>$1,819,818</td>
<td>($658,918)</td>
</tr>
<tr>
<td>Less Expenses</td>
<td>$1,592,029</td>
<td>$1,503,042</td>
<td>($88,987)</td>
<td>$1,592,029</td>
<td>$1,503,042</td>
<td>($88,987)</td>
</tr>
<tr>
<td>Operating Income</td>
<td>$886,707</td>
<td>$316,776</td>
<td>($569,931)</td>
<td>$886,707</td>
<td>$316,776</td>
<td>($569,931)</td>
</tr>
</tbody>
</table>

Investment Fund Balances: As of July: Local Governmental Investment Pool (LGIP) 700 = $19,053,569; Wells Fargo; Collateralized Money Market = $123,888 and Collateralized CD’s = $17,421,061; Total $36,598,518. The month-over-month increase is attributable to investment earnings of $21,664.

Finance and Accounting

During the first eight and a half months of Fiscal Year (FY) 2020, Phoenix-Mesa Gateway Airport (Airport, Gateway Airport) continued its record-setting trajectory as commercial passenger activity increased and Airport revenues soared to new heights. After the COVID-19 virus outbreak in mid-March, the aviation industry was devastated as states enacted stay at home orders and businesses closed their doors.

Below is a Year-End FY20 review of key operational metrics. Although Phoenix-Mesa Gateway Airport Authority (PMGAA) reported an almost $2.5 MM in net operating income, it is evident that the global pandemic had a negative impact on Gateway Airport operations and other PMGAA revenues.

<table>
<thead>
<tr>
<th>PERFORMANCE METRIC</th>
<th>FY19</th>
<th>FY20</th>
<th>VARIANCE</th>
<th>% CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Commercial Passengers</td>
<td>1,702,031</td>
<td>1,425,806</td>
<td>(276,225)</td>
<td>-16%</td>
</tr>
<tr>
<td>Total Aircraft Operations</td>
<td>271,188</td>
<td>275,712</td>
<td>4,524</td>
<td>2%</td>
</tr>
<tr>
<td>Landing Fee Revenue</td>
<td>$1,248,257</td>
<td>$1,288,197</td>
<td>39,940</td>
<td>3%</td>
</tr>
<tr>
<td>Terminal Lease Revenue</td>
<td>$130,911</td>
<td>$143,430</td>
<td>12,519</td>
<td>10%</td>
</tr>
<tr>
<td>Terminal Use Fee Revenue</td>
<td>$292,015</td>
<td>$272,025</td>
<td>(19,990)</td>
<td>-7%</td>
</tr>
<tr>
<td>Operating Revenue</td>
<td>$24,538,035</td>
<td>$22,929,055</td>
<td>($1,608,980)</td>
<td>-7%</td>
</tr>
<tr>
<td>Terminal Concession Revenue</td>
<td>$885,214</td>
<td>$776,635</td>
<td>($108,579)</td>
<td>-12%</td>
</tr>
<tr>
<td>Facility/Land Lease Revenue</td>
<td>$3,824,779</td>
<td>$3,728,026</td>
<td>($96,753)</td>
<td>-3%</td>
</tr>
<tr>
<td>Ground Transportation Revenue</td>
<td>$236,112</td>
<td>$215,940</td>
<td>($20,173)</td>
<td>-9%</td>
</tr>
<tr>
<td>Rental Car Revenue</td>
<td>$2,123,745</td>
<td>$1,774,972</td>
<td>($348,773)</td>
<td>-16%</td>
</tr>
<tr>
<td>Vehicle Parking Revenue</td>
<td>$3,345,160</td>
<td>$2,864,496</td>
<td>($480,664)</td>
<td>-14%</td>
</tr>
<tr>
<td>Aviation Fuel Sales</td>
<td>$6,508,544</td>
<td>$5,887,780</td>
<td>($620,764)</td>
<td>-10%</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>$4,142,790</td>
<td>$2,461,546</td>
<td>($1,681,244)</td>
<td>-41%</td>
</tr>
</tbody>
</table>
Grants, PFCs & Procurements

Active/Pending Solicitations

<table>
<thead>
<tr>
<th>TYPE OF SOLICITATION</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2021-011-RFP</td>
<td>Pre-Conditioned Air Start Units</td>
<td>September 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-001-RFP</td>
<td>Wildlife Hazard Assessment</td>
<td>October 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-006-RFP</td>
<td>Fire System Testing, Inspecting, and Monitoring</td>
<td>October 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-012-RFP</td>
<td>Passenger Boarding Ramps</td>
<td>October 2020</td>
</tr>
<tr>
<td>Invitation for Bid</td>
<td>2021-013-IFB</td>
<td>Baggage Belt Loader</td>
<td>October 2020</td>
</tr>
</tbody>
</table>

Future Solicitations

<table>
<thead>
<tr>
<th>TYPE OF SOLICITATION</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2021-014-RFP</td>
<td>Airfield Signs</td>
<td>November 2020</td>
</tr>
</tbody>
</table>

Airport Operations

Covered Vehicle Parking Proves Popular During Summer Heat!

Temperatures have been above normal this summer and air travelers seem to really appreciate the covered vehicle parking at Gateway Airport. Last year, the PMGAA Board of Directors approved investing approximately one million dollars to construct covered vehicle parking in both the Ray Road Economy Parking Lot and the Rental Car Ready Lot adjacent to the commercial passenger terminal. PMGAA’s Engineering and Facilities Department conducted several tests and found that the covered parking spaces were 30-40 degrees cooler during the hot summer months. Next time you need to travel, don’t worry, Gateway Airport’s got you covered!
Gateway Airport’s COVID-19 *Stay Healthy, Fly Safe* initiative has been well received by air travelers and Airport tenants. The physical distancing and terminal cleaning/sanitation program, along with Allegiant’s efforts to fight the virus, has increased consumer confidence and allowed Gateway Airport to lead the nation in a return of passenger activity.

Implementing changes and modifications within the terminal to encourage and promote physical distancing, mask wearing, hand washing, and other activities has been a team effort. PMGAA, Allegiant, terminal concessionaires, and the Transportation Security Administration (TSA) have worked together to reduce seat capacity; modify passenger queuing lanes; install plexiglass barriers, floor and seat decals; increase cleaning/sanitizing of high-touch areas; and deploy additional signage to reinforce safe behaviors for everyone to follow. We will beat this pandemic together!

### Operations Statistics

<table>
<thead>
<tr>
<th>PASSENGER COUNTS</th>
<th>July</th>
<th>% Change</th>
<th>FYTD</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY20</td>
<td>FY21</td>
<td>FY20</td>
<td>FY21</td>
</tr>
<tr>
<td>Passengers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>158,797</td>
<td>92,874</td>
<td>-42%</td>
<td>-42%</td>
</tr>
<tr>
<td>Deplaned</td>
<td>81,139</td>
<td>46,842</td>
<td>-42%</td>
<td>-42%</td>
</tr>
<tr>
<td>Enplaned</td>
<td>77,658</td>
<td>46,032</td>
<td>-41%</td>
<td>-41%</td>
</tr>
<tr>
<td>Allegiant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled</td>
<td>158,660</td>
<td>92,874</td>
<td>-41%</td>
<td>-41%</td>
</tr>
<tr>
<td>WestJet</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Swoop</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Elite Charter</td>
<td>137</td>
<td>0</td>
<td>-100%</td>
<td>-100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATIONS</th>
<th>July</th>
<th>% Change</th>
<th>FYTD</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY20</td>
<td>FY21</td>
<td>FY20</td>
<td>FY21</td>
</tr>
<tr>
<td>Air Carrier</td>
<td>1,118</td>
<td>975</td>
<td>-13%</td>
<td>-13%</td>
</tr>
<tr>
<td>Military</td>
<td>321</td>
<td>169</td>
<td>-47%</td>
<td>-47%</td>
</tr>
<tr>
<td>General Aviation</td>
<td>21,282</td>
<td>16,670</td>
<td>-22%</td>
<td>-22%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>22,721</td>
<td>17,814</td>
<td>-22%</td>
<td>-22%</td>
</tr>
</tbody>
</table>
Gateway Aviation Services

Gateway Airport pumped more than 1.5 MM gallons of aviation fuel in July 2020. PMGAA would like to acknowledge and thank the hardworking team members at Gateway Aviation Services who endured hot concrete and challenging summer temperatures as they fueled commercial, corporate, military, general aviation, and U.S. Forest Service aircraft during the month. Thank you for your dedication and professionalism. You represent a positive first and last impression of the Airport and Greater Phoenix.

<table>
<thead>
<tr>
<th>FUEL (Gallons)</th>
<th>July FY19</th>
<th>July FY20</th>
<th>% Change</th>
<th>FYTD FY19</th>
<th>FYTD FY20</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail (Jet A)</td>
<td>49,433</td>
<td>34,085</td>
<td>-31%</td>
<td>49,433</td>
<td>34,085</td>
<td>-31%</td>
</tr>
<tr>
<td>AvGas</td>
<td>56,417</td>
<td>46,944</td>
<td>-17%</td>
<td>56,417</td>
<td>46,944</td>
<td>-17%</td>
</tr>
<tr>
<td>Contract</td>
<td>529,811</td>
<td>373,234</td>
<td>-30%</td>
<td>529,811</td>
<td>373,234</td>
<td>-30%</td>
</tr>
<tr>
<td>Commercial</td>
<td>1,188,922</td>
<td>1,094,657</td>
<td>-8%</td>
<td>1,188,922</td>
<td>1,094,657</td>
<td>-8%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,824,583</td>
<td>1,548,920</td>
<td>-15%</td>
<td>1,824,583</td>
<td>1,548,920</td>
<td>-15%</td>
</tr>
</tbody>
</table>

Community Noise Report

PMGAA received aircraft noise calls from a total of six area residents during July 2020, compared to 10 callers that contacted the Airport last July.

<table>
<thead>
<tr>
<th>CALLERS</th>
<th>July FY20</th>
<th>FYTD FY20</th>
<th>July FY21</th>
<th>FYTD FY21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>10</td>
<td>6</td>
<td>10</td>
<td>6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AIRCRAFT TYPE</th>
<th>July FY20</th>
<th>FYTD FY20</th>
<th>July FY21</th>
<th>FYTD FY21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>10</td>
<td>3</td>
<td>10</td>
<td>3</td>
</tr>
<tr>
<td>GA Total</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Helicopter</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Military</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>TOTAL</td>
<td>10</td>
<td>6</td>
<td>10</td>
<td>6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>July FY20</th>
<th>FYTD FY20</th>
<th>July FY21</th>
<th>FYTD FY21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mesa</td>
<td>7</td>
<td>1</td>
<td>7</td>
<td>1</td>
</tr>
<tr>
<td>Gilbert</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Gold Canyon</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Queen Creek</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Queen Valley</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>San Tan Valley</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Apache Junction</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>10</td>
<td>6</td>
<td>10</td>
<td>6</td>
</tr>
</tbody>
</table>

Business Development

The Phoenix East Valley has experienced tremendous growth and change as new residential developments and corporate relocations and expansions outpace other less-active regions of the country. At Gateway
Airport, approximately 500,000 SF of new private development projects are currently being erected and dramatically changing the landscape around the 3,000-acre Airport.

Developers of the new Gateway Executive Air Park, located on the north end of the airfield, have completed design and will soon be underway with a phased, approximately 200,000 SF hangar. SkyBridge Arizona, Gateway Airport’s 360-acre master development project located at the south end of the airfield, has completed one 53,000 SF industrial building and is under construction with a large, 82,500 SF hangar. Aviation Performance Solutions (APS) is erecting steel on their 65,000 SF corporate headquarters/hangar complex and Aerocircular will soon move into their 50,000 SF hangar on the west ramp.

**Marketing and Community Relations**

As many airlines nationally are cutting routes and scaling back operations due to the COVID-19 pandemic, Allegiant Air has announced that it will add new nonstop flights from Gateway Airport to Santa Maria, CA later this fall. Santa Maria is located about 30 miles south of San Luis Obispo and 65 miles north of Santa Barbara, giving air travelers access to Santa Maria Valley’s wine country, as well as hiking and the Pacific coast.

The new route from Gateway Airport begins on November 19th and will operate on Thursdays and Sundays throughout the fall and winter season. If the flight is successful, Allegiant plans to offer the California service year-round.

PMGAA would like to thank Allegiant for their continued investment in Greater Phoenix.
A public meeting of the Phoenix-Mesa Gateway Airport Authority (PMGAA) was convened on Tuesday, July 21, 2020, beginning at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona.

Members Present
Mayor Gail Barney, Queen Creek
Councilwoman Thelda Williams, Phoenix (via videoconference)
Mayor John Giles, Mesa (via videoconference)
Mayor Jenn Daniels, Gilbert (via videoconference)
Mayor Jeff Serdy, Apache Junction
Lt. Governor Robert Stone, Gila River Indian Community (via videoconference)

Airport Staff Present
J. Brian O’Neill, Executive Director/CEO
Scott Brownlee, Deputy Director/COO
Chuck Odom, CFO
Misty Johnson, Clerk of the Board
Shea Joachim, Business Development Director
Jill Casson Owen, Attorney (via videoconference)

* Neither present nor represented

1. **Call to Order** at 9:03 a.m. (Mayor Barney)

2. **Pledge of Allegiance**

3. **Call to the Public**
   There were no public comments.

4. **Executive Director’s Report** J. Brian O’Neill, A.A.E., Executive Director/CEO
   Executive Director O’Neill provided a briefing on PMGAA financial performance, passenger activity, the community noise report, and various Airport projects. Fiscal Year-to-Date (FYTD) Net Operating Income is $1,843,631.
   - In April, PMGAA received a $20.5M Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant to help fund the safe, secure, and continuous operation and maintenance of Phoenix-Mesa Gateway Airport until commercial passenger activity returns to pre-COVID levels. PMGAA has also applied for a Department of Treasury Grant specifically offered for aviation services companies.
   - The U.S. Forest Service-Mesa Base has been very active this fire season. In June, they purchased more than 440,000 gallons of aviation fuel at Gateway Airport as they bravely fought several large wildfires across the State.
   - Commercial passenger activity is slowly returning to Gateway Airport. In April, the Airport experienced a 93% decrease in activity; in May, a 61% decrease; and in June, a 41% decrease in passenger activity levels.
   - Private development projects are dramatically changing the landscape of southeast Mesa and Gateway Airport. Currently the Airport has five separate construction projects underway, including a
187,000 SF Gateway Executive Air Park Hangar; a 65,000 SF APS Corporate Headquarters/Hangar Complex; a 50,000 SF Wetta Ventures Hangar; a 53,000 SF SkyBridge Arizona Flex Industrial Building; and a 82,500 SF SkyBridge Arizona Hangar.

- The first of two Federal Aviation Administration (FAA) grants totaling $25 million was received in April for the construction of the new Air Traffic Control Tower (ATCT). The grant of approximately $15 million is a 100% federal grant and no local match required. Staff is working with the FAA to explore opportunities to receive additional grant funding during FY20.
- Work on the Ellsworth Channel Relocation and Hawes Road Bridge Project is ongoing. Scheduled completion is the end of December 2020. This important infrastructure project will allow PMGAA to fully develop the 700 acres on the east side of the airfield. This project is being funded with $11M in Passenger Facility Charges (PFC).
- Completion of Phase III of the Taxiway Kilo Runway Incursion Mitigation (RIM) project is on track for completion at the end of August. This project is correcting non-compliant geometry issues with Taxiway Kilo’s connection to Runway 30L/12R.
- More food, beverage, and retail concessions will be opening at Gateway Airport later this year. Infusion Coffee & Tea, Panera Bread, Macayo’s Mexican Table, First Jet Market and Trip Advisor will be joining O.H.S.O. Brewery and Saguaro Mercantile in the passenger terminal.

5. Eastside Commercial Development Update – Shea Joachim, CEcD, Business Development Director

- Mr. Joachim presented to the Board the Eastside Development Update for their consideration and input. The development goals of this project are to focus on financial return, quality of development, and the positive impact to the region’s economy. A competitive solicitation to attract a development partner is being developed for release in the next 90 to 120 days. The Airport is currently coordinating with the City of Mesa on infrastructure needs to unlock the 700 acres for development.
- Councilwoman Williams stated the plan is exciting and she would encourage staff to somehow highlight the rich history of the Airport in the development. She also cautioned staff to remain flexible in planning in order to adapt and take advantage of opportunities as the aviation industry changes in the future.
- Mayor Giles, on behalf of City of Mesa, reiterated their commitment as a significant financial partner in this development and the future success of the Airport by providing access roads and critical water and sewer infrastructure. He expressed his appreciation to the staffs of both the City of Mesa and the Airport for working together on this important project.
- Mayor Daniels complimented the staff specifically on their inclusion of vital transportation infrastructure that is critical for long term success.
- Mayor Barney commended CEO O’Neill and the staff for their hard work that has gone into this plan. With that said, the Airport Board and staff will certainly be adaptable to opportunities as they may arise in the future.
- CEO O’Neill thanked the Board for their valuable input and will take all of their comments into consideration.

6. Consent Agenda

a) Minutes of the Board Meeting held on June 16, 2020.
b) Resolution No. 20-27 Authorizing an Intergovernmental Agreement (IGA) with the City of Mesa for Aircraft Rescue and Firefighting (ARFF) Maintenance, effective July 1, 2020 through June 30, 2023, with costs determined based on necessity.

c) Resolution No. 20-28 Authorizing a Terminal Advertising Concession Agreement with Lamar Airport Advertising Company (Lamar). The agreement term is five years with two, two-year renewal options, commencing on August 1, 2020 with a Year 1 Minimum Annual Guarantee (MAG) of $150,000 and percentage rent of 50% of gross advertising revenue, subject to adjustment for extraordinary circumstances.

d) Resolution No. 20-29 Authorizing the purchase of janitorial supplies from Network Services Company in partnership with Waxie Sanitary Supply for Fiscal year 2021, in an amount not to exceed $100,000.

e) Resolution No. 20-30 Authorizing a land lease with Cimarron Airpark, LLC XVII for lot 50A, consisting of approximately 1.93 acres. The lease term is five (5) years, commencing on August 1, 2020, payable at a monthly rate of $3,849.05.

   Mayor Jeff Serdy moved to approve the Consent Agenda
   Councilwoman Thelda Williams seconded the motion.
   The motion was carried unanimously.

Consideration and Possible Approval of:

7. Resolution No. 20-31 Authorizing contracts with multiple firms to provide for the construction of the new Air Traffic Control Tower construction Project under CIP 927 in a total amount not to exceed (NTE) $28,083,338.

   ATCT CMAR Construction Contract with DPR Construction with a NTE amount of $27,085,472
   ATCT Post Design Construction Administration Service Contract with Leo A Daly with a NTE amount of $344,663
   ATCT Quality Assurance Materials Testing Contract with ACS Services, LLC with a NTE amount of $74,933
   ATCT Building Commissioning Services with TMCx Solutions, LLC with a NTE amount of $140,500
   ATCT Support Construction Inspection Services with Consultant Engineering, Inc. with a NTE amount of $437,770

   Mayor John Giles moved to approve Resolution No. 20-31
   Mayor Jenn Daniels seconded the motion.
   The motion was carried unanimously.

8. Board Member Comments/Announcements.
   • Councilwoman Williams said the costs relating to the new ATCT seem very reasonable. She thanked the staff for keeping an eye on the bottom line and that she is fully supportive of the construction.
- Mayor Giles appreciated the hard work and cooperation that has gone into the planning and funding for the ATCT by CEO O’Neill, PMGAA staff, member communities, and the FAA.
- Mayor Daniels echoed Mayor Giles’ sentiments thanking CEO O’Neill for his work with the Arizona delegation to get the funding for the Air Traffic Control Tower.
- Mayor Barney announced The Town of Queen Creek voted to start their own police force and had hired Chief Randy Brice formerly of Maricopa County Sheriff’s Department and formerly of the Gilbert Police Department.

9. **Next Meeting: Tuesday, September 15, 2020** at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by telephone.

10. **Adjournment.**

    The meeting adjourned at 10:00 a.m.

Dated this _____ day of __________ 2020.

_________________________________
Misty Johnson, Clerk of the Board
Board Action Item

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Airport Rates and Charges- Recommended Revision Effective October 1, 2020
Date: September 15, 2020

Proposed Motion
Adoption of the revised Airport Rates and Charges schedule with an effective date of October 1, 2020.

Narrative
On June 1, 2019, the parking Lost Token Fee was approved to increase to $100. Since then, we have seen a dramatic decrease in the number of alleged lost tokens, from an average of 42 a month in FY19 to just nine per month in FY20. With the advent of the COVID-19 pandemic, the potential for further abuse of the “lost token” became apparent. We are proposing a modification to the Lost Token Fee to further mitigate the potential for fraud.

We propose the Airport Rates & Charges be modified to reflect two Lost Token Fees.

1) Lost Token Fee with itinerary = Days of Stay x Parking Lot Rate + $20 (Lost Token and Administration fee)
2) Lost Token Fee without itinerary = $250

If a customer pays the $250 fee and later provides PMGAA with a valid itinerary, providing proof of the length of their parking stay, we will adjust the customer’s transaction to reflect the actual incurred parking charges plus the $20 Lost Token and Administration fee.

Fiscal Impact
This proposed change will help make up for the lost revenue from customers who park for an extended period of time and choose to pay the Lost Token Fee instead of their parking fee.

Attachment(s)
Proposed changes to Airport Rates & Charges
RESOLUTION NO. 20-32

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

WHEREAS the Authority desires to revise the posted schedule of Airport Rates and Charges;

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

The Board of Directors of the Authority hereby adopts the revised Airport Rates and Charges schedule with an effective date of October 1, 2020.

Passed and adopted by the Authority this 15th day of September, 2020.

Gail Barney, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
### Signatory Commercial Carriers
Scheduled, FAR Part 121 and 129 operators, with a 90-day rolling average of 90 or more departures per month.

### Non-Signatory Commercial Carriers
Scheduled, FAR Part 121 and 129 operators, with a 90-day rolling average of less than 90 departures per month.

### Aircraft Landing Fee
- **Signatory Commercial Carriers, General Aviation and Others** - $1.28 per 1,000 lbs. maximum gross landing weight (MGLW).
- **Non-Signatory Commercial Carriers** - $1.92 per 1,000 lbs. MGLW.

**Exemptions:**
1. U.S. Government owned aircraft
2. Non-revenue and flight training aircraft up to 12,500 MGLW
3. All based flight training school aircraft

### Aircraft Terminal Use Fee
- **Signatory Commercial Carriers** - $50 per Turn
- **Non-Signatory Commercial Carriers** - $75 per Turn

Commercial Carriers with no operating agreement, see page 2 Non-Operating Agreement Passenger Terminal – Common Use Areas and Equipment

### Aircraft Parking Fee

<table>
<thead>
<tr>
<th>Aircraft Passenger Capacity</th>
<th>Signatory</th>
<th>Non-Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-69</td>
<td>$35</td>
<td>$53</td>
</tr>
<tr>
<td>70-250</td>
<td>$70</td>
<td>$105</td>
</tr>
<tr>
<td>251 or greater</td>
<td>$100</td>
<td>$150</td>
</tr>
</tbody>
</table>

*Will be assessed for the occupancy of an aircraft parking position for more than 3 hours, including terminal gates and remote parking positions, and for each additional 24 hour period.*

### Airport Car Rental Customer Facility Charge (CFC)
$2.50 per vehicle rental day

### Aviation Fuel Flowage Fees
Fuel Flowage Fees are paid to PMGAA by any entity or person dispensing or receiving fuel on the Airport in accordance with PMGAA Aviation Fuel Storage, Dispensing & Handling Guidelines.

- **Signatory Commercial Carriers by agreement**
- **Non-Signatory Commercial Carriers** - $.05 per gallon
- **All Others** - $0.12 per gallon

### Fire Suppression Services
$.50 per year per square foot of floor space + $250.00 set-up charge, billed in monthly installments. 15% of annual fees required as security deposit. South ramp connection fee = $209,746.00

### Parking Rates

<table>
<thead>
<tr>
<th>Fee by Location</th>
<th>Rate</th>
<th>Daily Maximum Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Parking Lot</td>
<td>$1.00 / 30 minutes*</td>
<td>$18.00</td>
</tr>
<tr>
<td>Daily Parking Lot</td>
<td>$1.00 / 30 minutes*</td>
<td>$11.00</td>
</tr>
<tr>
<td>Ray Rd Economy Parking Lot Uncovered</td>
<td>$1.00 / 30 minutes*</td>
<td>$7.00</td>
</tr>
<tr>
<td>Ray Rd Economy Parking Lot Covered</td>
<td>$1.00 / 30 minutes*</td>
<td>$11.00</td>
</tr>
</tbody>
</table>

*Lost Token Fee with itinerary = Days of Stay x Parking Lot Rate + $20 Lost Token & Admin Fee applies unless proof of itinerary, then the fee is regular parking plus $15 admin charge and token replacement cost $5.
Lost Token Fee without itinerary (may be adjusted later with proof of itinerary) - **$100.00**
Lost Token Fee with itinerary (may be adjusted later with proof of itinerary) - **$250.00**
### Passenger Facility Charge (PFC)
- $4.50 per enplaned commercial passenger, Per FAA Approved PFC Application; reference Federal Register: (Vol. 79, Number 3)

### Airport Licenses & Permits
- **Fuel Dispensing Permit**: $100.00 per organization, permit valid for 2 years
- **Fuel Handling Permit (includes exam)**: $15.50 per individual, permit valid for 2 years
- **Fuel Storage & Service Equipment Permit**: $38.00 per filtration vessel, permit valid for 2 years

### Common Use Terminal Equipment
- **Signatory Commercial Carriers**: $1,250 per month
- **Non-Signatory Commercial Carriers**: $500 per month

### Passenger Terminal/Airfield – Exclusive Use Areas

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terminal Office Space</td>
<td>Exclusive use of airline ticketing and other offices: includes electric, water and maintenance; excludes janitorial services, internet and telephone services</td>
<td>$32.00 per sq. ft. per year</td>
</tr>
<tr>
<td>Paved Equipment Staging/Storage Area</td>
<td>Paved staging area in the vicinity of the SIDA in excess of that used during normal aircraft servicing operations</td>
<td>$2.00 per sq. ft. per year</td>
</tr>
</tbody>
</table>

### Non-Operating Agreement Passenger Terminal – Common Use Areas and Equipment Rates

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Aircraft Passenger Capacity</th>
<th>Resources Included</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Service</td>
<td>Includes ticket counter(s) and lobby area, secure hold room and boarding area podium, aircraft parking position (2 hours), baggage claim area, and common use computer equipment per flight, as scheduled by Airport Operations. 1 ticket counter = 2 positions</td>
<td>1-69</td>
<td>1 ticket counter, 1 gate podium, 1 shared use hold room, 1 baggage belt, 1 aircraft parking spot</td>
<td>$260 per flight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>70-250</td>
<td>2 ticket counters, 1 gate podium, 1 shared use hold room, 1 baggage belt, 1 aircraft parking spot</td>
<td>$495 per flight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>251 or greater</td>
<td>3 ticket counters, 2 gate podiums, 2 shared use hold rooms, 1 baggage belt, 1 aircraft parking spot</td>
<td>$915 per flight</td>
</tr>
<tr>
<td>Ticket Counter and Lobby</td>
<td>Use of 1 ticket counter and shared use of the lobby area for up to 2.5 hours. Includes common use equipment.</td>
<td>1-69</td>
<td>1 ticket counter and lobby</td>
<td>$75 per flight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>70-250</td>
<td>2 ticket counters and lobby</td>
<td>$150 per flight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>251 or greater</td>
<td>3 ticket counters and lobby</td>
<td>$225 per flight</td>
</tr>
<tr>
<td>Boarding Gates – Secured Hold Room</td>
<td>Shared use of secured boarding gate area for up to 2 hours and one aircraft parking position. Includes use of gate podium, common use equipment, and one set of aircraft stairs.</td>
<td>1-69</td>
<td>1 gate podium and 1 hold room</td>
<td>$110 per flight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>70-250</td>
<td>1 gate podium and 1 hold room</td>
<td>$220 per flight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>251 or greater</td>
<td>2 gate podiums and 2 hold rooms</td>
<td>$440 per flight</td>
</tr>
<tr>
<td>Baggage Claim</td>
<td>Use of baggage claim area and baggage delivery belt/slide.</td>
<td>1-69</td>
<td>1 belt, oversize slide, aircraft parking</td>
<td>$75 per flight</td>
</tr>
</tbody>
</table>
### Airport Rates and Charges*

**Effective October 1, 2020**

**Includes aircraft parking position**.
* *If associated with a live departure within 3 hours of arrival. Otherwise standard aircraft parking fee applies.*

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
<th>Fee per flight</th>
</tr>
</thead>
<tbody>
<tr>
<td>70-250</td>
<td>1 belt, oversize slide, aircraft parking*</td>
<td>$125 per flight</td>
</tr>
<tr>
<td>251 or greater</td>
<td>2 belts, oversize slide, aircraft parking*</td>
<td>$250 per flight</td>
</tr>
</tbody>
</table>

**Operational Surcharges**

<table>
<thead>
<tr>
<th>Charges for exceeding allocated time slots on common use areas</th>
<th>Fee per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ticket counter or gate Occupying a gate after the scheduled allocation time, resulting in aircraft holding or gate change.</td>
<td>$200 per hour</td>
</tr>
<tr>
<td>Use of ticket counter or gate without prior permission.</td>
<td>$200 plus regular fees</td>
</tr>
<tr>
<td>Failure to use allocated time slot without 48 hour cancellation notice Negatively impacting another scheduled carrier or causing Airport to shift resources to accommodate.</td>
<td>$200 plus regular fees</td>
</tr>
</tbody>
</table>

**U.S. Customs and Border Protection (CBP) Service User Fees**

<table>
<thead>
<tr>
<th>Category (based on MGLW)</th>
<th>Inspection Fee (per aircraft arrival)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5,000</td>
<td>$73.16</td>
</tr>
<tr>
<td>5,001 – 12,500</td>
<td>$225.10</td>
</tr>
<tr>
<td>12,501 – 35,000</td>
<td>$315.14</td>
</tr>
<tr>
<td>35,001 – 100,000</td>
<td>$432.20</td>
</tr>
<tr>
<td>100,001 – 255,000</td>
<td>$607.77</td>
</tr>
<tr>
<td>&gt; 255,000</td>
<td>$754.09</td>
</tr>
</tbody>
</table>

Regular service hours are Monday – Friday, 1100 – 1900 hrs. (MST). After-hours by appointment only. For after-hours appointments, there will be a minimum two-hour fee of $377.05 per inspector in addition to the standard user fee shown above. Two hours after the aircraft’s scheduled arrival time, each additional 30 minutes required of the U.S. Customs Inspector will incur a $55.71 fee above the $377.05 minimum each.

**Gateway Aviation Services (Fixed Based Operator) Rates and Charges**

**Aircraft Open Ramp Tie-Down Fees**

<table>
<thead>
<tr>
<th>Category (based on MGLW)</th>
<th>Monthly Tie-Down Fee (2-month minimum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5,000 lbs.</td>
<td>$44.00</td>
</tr>
<tr>
<td>5,001 – 12,500 lbs.</td>
<td>$98.00</td>
</tr>
<tr>
<td>12,501 – 35,000 lbs.</td>
<td>$201.00</td>
</tr>
<tr>
<td>35,001 – 100,000 lbs.</td>
<td>$316.00</td>
</tr>
<tr>
<td>100,001 – 255,000 lbs.</td>
<td>$672.00</td>
</tr>
<tr>
<td>&gt; 255,000 lbs.</td>
<td>$1,321.00</td>
</tr>
</tbody>
</table>

**Max Gross Landing Weight**

<table>
<thead>
<tr>
<th>Rate</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>5,001-12,500</td>
<td>30.00</td>
</tr>
<tr>
<td>12,501-35,000</td>
<td>90.00</td>
</tr>
<tr>
<td>35,001-100,000</td>
<td>200.00</td>
</tr>
<tr>
<td>100,001-255,000</td>
<td>300.00</td>
</tr>
<tr>
<td>&gt;255,001</td>
<td>500.00</td>
</tr>
</tbody>
</table>

A purchase of the following fuel gallon minimums will waive the first Daily Ramp Fee per visit. A purchase of a meal from the restaurant located in the Gateway Aviation Center will equate to a $20.00 credit applicable to the first Daily Ramp Fee per visit.

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All Airport Rates and Charges may vary due to terms defined in specific agreements. Late payments are subject to a 1.5% finance charge. Payment terms are net 30 days unless otherwise specified.
Board Action Item

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: CIP 1023, Replacement Airfield Tractor
Date: September 15, 2020

Proposed Motion
To authorize the purchase of one tractor from Bingham Equipment Company, in an amount not to exceed $57,390.07

Narrative
FY21 approved capital plans included replacement of one airfield tractor.

The purchase includes one tractor. Currently one 1995 Ford tractor is beyond the service life due to age and normal wear and tear. The tractor is showing its age and is in need of many repairs.

In August 2020, a cooperative quote was obtained through Bingham Equipment Company utilizing the Sourcewell Contract #062117-KBA. Sourcewell is a national cooperative purchasing agency and this contract is available upon request.

Fiscal Impact
This purchase was included in the FY21 capital budget and is funded with CIP 1023.

Attachment(s)
Quote and Agreement to Use
RESOLUTION NO. 20-33

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

WHEREAS the Authority desires to authorize the purchase of one tractor from Bingham Equipment Company, in an amount not to exceed $57,390.07;

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

The Board of Directors of the Authority hereby authorizes the purchase of one tractor from Bingham Equipment Company, in an amount not to exceed $57,390.07.

Passed and adopted by the Authority this 15th day of September, 2020.

Gail Barney, Chair

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
## Sales Quote

**Description**

<table>
<thead>
<tr>
<th>Description</th>
<th><strong>Q U O T E</strong></th>
<th>EXPIRY DATE: 10/12/2020</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stock #: ?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Kubota M5-111HFC-1 Tractor Cab with HVAC, 2wd, 4 cyl. turbocharged Tier 4 105.6 eng. hp & 89 pto hp, 12x12 2 range 4 speed fully synchronized hydraulic shuttle and wet clutch trans, live independent hyd. 540 pto, hydro power steering, external lift cyds with cat. II 3 point hitch and telescoping lower links and stabilizers, valves, 27.7 gal. fuel tank, 3.2 DEF tank, cab options: roof window, tilt steering wheel, frt wiper/wash, sun visor, out side RH & LH mirrors, RH & LH steps, dome light, 2 front & rearcab halogen work lights, 2 grill mounted work lights, model year 2020, approx. 1 hrs. mfg. std. full warranty 24 mon. or 2000 hrs. mfg. std. powertrain warranty 36 mon. or 3000 hrs

*-------------------------------------------------------------------------------------------------

| *M5-111HFC-1 2WD Cab Tractor* | $57,707.00 |
| M9128 Interior REar View Mirror | $44.00 |
| M7649 Rear Window Wiper Kit | $239.00 |
| M9270 Air Ride Seat | $563.00 |
| M9205 Air Seat Harness | $21.00 |
| M7623A 540/1000 RPM PTO Kit | $1,185.00 |
| M9594 Drawbar Clevis | $72.00 |
| M9134 High Capacity Alternator | $798.00 |
| M9116 3rd Position Lever Kit | $154.00 |
| M7610 Self Canceling Detent Valve | $710.00 |

| Sub Total | $61,493.00 |
| Sourcewell Discount | <13,528.46 |

| Sub Total | $47,964.54 |
| 77700-04755 Bluetooth Radio | $257.40 |
| 658922 Reversing Fan | $3,800.00 |
| Total | $52,021.94 |

*-------------------------------------------------------------------------------------------------

**Added Below is the Factory Assembly $260.00, Dealer Assembly $718.25, Freight Cost $635.00, PDI $250.00 and the**

---

SIGNED X

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

**STATEMENT CONCERNING WARRANTIES**

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

1) Limited Warranty: (if applicable) This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship. “Limited” means the warranty is for a specific period of time, and has certain other restrictions. I have received my equipment owner’s manual, have had the safe operation of the equipment explained, and understand it is my responsibility to fully read the operators manual.
   Initial: ___________

2) Extended Warranty: This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship, for a specific period of time beyond the time period of any basic warranty. This promise may also be that offered by other than the manufacturer of the product. I have had the applicable equipment warranty (if any) explained and understand its conditions and limitations.
   I have been offered an Extended Warranty coverage, a copy of which offer is attached and I;
   Accept: _________
   Decline: __________

3) Property Damage Insurance: This product is the agreement between the named insured and a company providing this insurance in return for the payment of premium for each Notice of Insurance issued under authority of said insurers Master policy to provide coverage for the named insured and the retail purchaser or one involved in extended credit secured by the property described in the security instrument, for property described in the Declarations, subject to the Conditions and Exclusions the Notice of Insurance.
   I have been offered Property Damage Insurance coverage, a copy of which offer is attached and I;
   Accept: _________
   Decline: __________

4) Preventive Service Maintenance Agreement: This product is the agreement of Bingham Equipment Company to perform specific maintenance service functions as prescribed by the manufacturer’s periodic maintenance schedule on the property described in the attached agreement, in return for payment for the services. This agreement is “Limited” which means the agreement is for a specific period of time, and has certain other restrictions.
   I have been offered a Service Maintenance policy on the equipment, a copy of which offer is attached and I;
   Accept: _________
   Decline: __________

5) Revolving Credit Account: This product is the offer to establish a revolving account for the purpose of extending credit to me as the applicant, subject to the provisions of the revolving credit agreement of the lender.
   I have been offered either the CNH or Kubota Commercial Revolving account, and I;
   Accept: _________
   Decline: __________

6) Lo Jack: This product is a silent transmitter security devise which will be attached to a specific piece of equipment, which becomes activated by a routine stolen vehicle police report. Once the Lo Jack is activated the police can begin tracking and potentially recovering the stolen equipment.
   I have been offered this product, and I;
   Accept: _________
   Decline: __________

7) GPS: This product will enable online monitoring of equipment engine hours, equipment location and other reports for routine maintenance, usage and other security needs. The first 3 months of service are included with a website user name and password. At the end of the trial period the user will have the option to continue service at the agreed upon monthly rate or discontinue service.
   Accept: _________
   Decline: __________
# Sales Quote

**Q U O T E**

**EXPIRY DATE:** 10/12/2020  

**Amount**

**Fuel** $165.00.

*All Pricing Is In Accordance With Sourcewell Contract #021815.*

Thank You For The Opportunity

Shaun Spilsbury  
Municipal/Government Sales  
602-980-5671

--

**Sale Total:**  52021.94

**Miscellaneous Charges/Credits**

**LABOR SALES**

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<tr>
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<td>54112.69</td>
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**MARICOPA COUNTY TAX:**  3277.38  

**Quote Total:**  57390.07

---

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

**STATEMENT CONCERNING WARRANTIES**

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

---

SIGNED X

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

---

THANK YOU
Customer

Equipment Delivery and Acceptance Check List

1) Limited Warranty: (if applicable) This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship. “Limited” means the warranty is for a specific period of time, and has certain other restrictions. I have received my equipment owner’s manual, have had the safe operation of the equipment explained, and understand it is my responsibility to fully read the operators manual.

Initial: __________

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I have been offered Property Damage Insurance coverage, a copy of which offer is attached and I;

Accept: __________
Decline: __________

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Decline: __________

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Accept: __________
Decline: __________

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I have been offered this product, and I;

Accept: __________
Decline: __________

7) GPS: This product will enable online monitoring of equipment engine hours, equipment location and other reports for routine maintenance, usage and other security needs. The first 3 months of service are included with a website user name and password. At the end of the trial period the user will have the option to continue service at the agreed upon monthly rate or discontinue service.

Accept: __________
Decline: __________
Agreement to Use
Sourcewell Contract #062117-KBA
via Cooperative Purchasing Agreement

Whereas, the Phoenix-Mesa Gateway Airport Authority (PMGAA) is a member of Sourcewell, a national cooperative purchasing agency, allowing it to utilize existing contracts entered into by Sourcewell, and

Whereas Sourcewell has executed contract 062117-KBA with Kubota Tractor Corporation in partnership with Bingham Equipment Company for Utility Tractors, Mowers, & Related Equipment; and

Whereas, PMGAA and Bingham Equipment Company desire to utilize the terms and conditions of Sourcewell contract 062117-KBA, including pricing that was competitively bid.

NOW THEREFORE, in consideration of the payment of fees and the performance by the parties of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

A. CONTRACT: This Agreement incorporates by reference and attachment all the terms and conditions of that certain cooperative purchasing contract 062117-KBA, between Sourcewell and Bingham Equipment Company, except:
   1. All references to Sourcewell shall be replaced with Phoenix-Mesa Gateway Airport Authority;
   2. The contract between Bingham Equipment Company and Phoenix-Mesa Gateway Airport Authority is independent of the Sourcewell contract 062117-KBA.
   3. Billing and Delivery information shall be stated on PMGAA's purchase order(s).
   4. This Agreement to Use shall not obligate PMGAA to purchase goods and/or services until PMGAA issues a purchase order to Bingham Equipment Company for such goods and/or services.

To the extent applicable under Arizona Revised Statutes § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the Authority.

B. FEE FOR SERVICES: The fees to be utilized for this contract shall be as per original bid with Sourcewell, with the following exceptions:
   1. Quantities shall be adjusted to reflect the actual needs of PMGAA and detailed in PMGAA's purchase order issued to Bingham Equipment Company

C. CONTRACT TERM
This Agreement is effective as of August 19, 2020 and shall terminate on August 18, 2021, unless terminated, cancelled, or extended as provided in the original contract between Sourcewell and Bingham Equipment Company.

The approval and continuation of this contract is subject to the availability of funds either provided to, made available to, or appropriated by the Phoenix-Mesa Gateway Airport Authority for this purpose. In the event that funds are not available or appropriated for Phoenix-Mesa Gateway Airport Authority's payment requirements under this contract for the goods and/or services to be provided hereunder the Phoenix-Mesa Gateway Airport Authority may terminate this contract by providing notice to the contractor of the lack of the availability of funds.
Executed as of the Effective Date.

Bingham Equipment Company  
An Arizona Limited Liability Company

By: [Signature]
Name: Shaun Spilsbury
Title: LOC., SALES
Date: 8/20/2020

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

By: [Signature]
Name: Chuck Odor
Title: CFO
Date: 8/25/2020
Board Action Item

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Preconditioned Air Units – CIP 1097
Date: September 15, 2020

Proposed Motion
To authorize the purchase of three (3) skid mounted Preconditioned Air Units (PCAir) from ITW GSE in an amount not-to-exceed $288,376 under CIP 1097, including an extended warranty.

Narrative
A number of our current Preconditioned Air Units (PCAir) have reached the end of their useful life cycle and are in need of replacement. The current costs to repair and maintain these units is increasing significantly and the downtime causes service issues for our airline partners.

The Request for Proposal (RFP), Solicitation 2021-011-RFP was issued on July 23, 2020 and advertised in the Arizona Business Gazette on 7/30, 8/06, and 08/13/2020; on July 23, 2020 the Notice of RFP was also posted on the AzAA, ACI-NA Websites as well as the Phoenix-Mesa Gateway Airport Authority Website. In addition, the RFP was emailed to a list of six prospective firms. The Proposal opening was held on August 19, 2020 and four (4) proposals were received.

TLD America
ITW GSE
Twist Aero LLC
Verde GSE

After reviewing the submitted proposals, the Evaluation Panel unanimously selected ITW GSE. Their proposal best satisfies the criteria of the RFP in all categories, specifically they have demonstrated successful performance and longevity in harsh desert climate and met all requirements and minimum specifications. The Executive team concurs with the Panel recommendation and recommends the PMGAA Board award this solicitation to ITW GSE.

Fiscal Impact
This purchase was included in the FY21 Capital budget and is funded under CIP1097 with Non-grant funds.

Attachment(s)
Proposal
RESOLUTION NO. 20-34

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

WHEREAS the Authority desires to authorize the purchase of three (3) skid mounted Preconditioned Air Units (PCAir) from ITW GSE in an amount not-to-exceed $288,376 under CIP 1097, including an extended warranty;

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

The Board of Directors of the Authority hereby authorizes the purchase of three (3) skid mounted Preconditioned Air Units (PCAir) from ITW GSE in an amount not-to-exceed $288,376 under CIP 1097, including an extended warranty.

Passed and adopted by the Authority this 15th day of September, 2020.

Gail Barney, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board Jill Casson Owen, Attorney
REQUEST FOR PROPOSALS
SOLICITATION #2021-011-RFP FOR PRECONDITIONED AIR UNITS

SUBMITTAL COVER SHEET

Name of Offeror: ITW GSE, Inc.
EIN#: 26-1568318
DUNS#: 05-127-1278
Principal Address: 11001 US Hwy 41 North
                        Palmetto, FL 34221
Primary Point of Contact: Greg Rentfro
Phone: 469/968-6082
Email: grentfro@itwgse.us

The undersigned hereby affirms that:

- The undersigned is a duly authorized agent of the Offeror
- The undersigned has read and understands all terms, conditions and commitments contained within the RFP, and any addenda issued and fully understands and accepts these terms by submission of a proposal.
- The submission is being offered independently of any other Offeror and did not involve collusion or other anti-competitive practices.

By: __________________________
   Signature

Greg Rentfro
Printed Name

______________________________  __________________________
Area Sales Manager          Date

August 17, 2020
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</tbody>
</table>
August 17, 2020

Re: ITW GSE, Inc. Proposal

SOLICITATION NUMBER: 2021-011-RFP – Pre-Conditioned Air Units
Phoenix Mesa Gateway Airport

To: Marian Whilden, Procurement Coordinator

Company Contact: Sales Contact
ITW GSE, Inc. Greg Rentfro
11001 US Hwy 41 North Area Sales Manager
Palmetto, FL 34221 grentfro@itwgse.us
Telephone: 1-941-721-1000 Telephone: 469-968-6082

ITW GSE, Inc., based in Palmetto, FL is pleased to offer the following proposal in response to Solicitation 2021-011-RFP for quantity (3) Preconditioned Air Units to include pad mount installation. We have proposed our 3400 PCA (60Ton) per the specifications outlined in the posted solicitation documents.

The ITW GSE 3400 PCA meets or exceeds the requirements outlined in SOW.

- Reference Attachment C for specific capabilities regarding the outlined specifications
- A formal quote is provided and attached following Attachment D, Tab D

Who We Are:

Hobart was the first manufacturer of Aircraft Ground Power equipment in the domestic United States in 1946. Our core business is in the design, production and supply of GSE equipment to the aviation industry including GPU (ground power units), PCA (pre-conditioned air units), cables and hoses. Our products are designed with the latest in Solid State and Engine Drive technology; suitable for aircraft platforms in the commercial, military and general aviation markets.

ITW GSE is a proud division of Illinois Tool Works, a Fortune 200 corporation with over 100 years of history. ITW is a diversified manufacturer of advanced industrial technology that employs nearly 51,000 people worldwide and is based in Glenview, Illinois, USA, with operation in 56 countries.

Prior to April 2018, our products were sold under the AXA Power, Hobart, Houchin, Military and J&B Aviation brands. Today, we have merged these brands and sell the entire ITW GSE portfolio under the single name “ITW GSE.” We are still the same great company, with the same great products and great people supporting over 80,000 delivered units in more than 100 countries.

ITW GSE equipment is used at airports around the globe: from bitter cold of Minneapolis to extreme heat of the Middle East and high humidity of Guam: ITW GSE equipment performs! ITW GSE has offices and personnel located globally to support markets in every region. For N. America, our service and support are based in Florida providing spares inventory, phone support and field technicians to insure maximum uptime of your equipment.

We look forward to continued support of your equipment needs at Phoenix Mesa Gateway.

Sincerely,

Greg Rentfro
Area Sales Manager

ITW GSE
11001 US Highway 41 North
Palmetto, FL 34221
USA
Phone: +1 (941) 721-1000
Email: sales@itwgse.us
Web: www.itwgse.com
ITW GSE 3400 PCA, 130/2X(H) 60Ton PCA with Heat

General Equipment Description: 3400 PCA, Pre-Conditioned Air Unit

The proposed ITW GSE 3400PCA is a self-contained, direct expansion unit to provide comfortable air conditioning/heat to aircraft while on the ground. The 3400 suits all types of aircraft and is rated 60Tons. It is the only modular PCA on market and the first to offer stepless regulation.

Compressors and Main blower are powered by individual VFDs (Variable Frequency Drive), all regulated and controlled by a central control module, enabling the PCA to always match the air and cooling requirement with the actual need. We refer to it as “Stepless Regulation”.

The VFD controls the speed of compressors and blowers so that components are not running at full power all the time. 3400 components run at the capacity needed, not at maximum design capacity. This allows lower energy consumption than traditional designs and provides lower mechanical stress thereby boosting reliability and service life.

The modular design of the 3400 is based on interchangeable cooling modules. Modules can be quickly changed if one module needs repair. The 3400 can continue to provide cooling/heat at the gate (at reduced capacity) even if one module is faulty and/or removed...less down time at the gate!

The modular design provides easy maintenance and cleaning; thus maximum “uptime” with reliably quick MTTR (Mean Time To Repair). All the ITW GSE equipment utilize a common design platform requiring less training of personnel, fewer spare parts and greater return on investment.

Key Attributes (3400 PCA):

- The 60Ton, 3400 PCA is equipped with two cooling modules that can be easily replaced in event of malfunction. The unit remains operational with one module at reduced the overall capacity of the PCA
- The cooling circuit is a high efficiency design with hermetically closed scroll compressors, specially designed for variable frequency control using R410A refrigerant.
- VFDs insure the 3400 uses a minimum of energy - components operate at needed performance level
- Rigid all-aluminum micro-channel condenser coils ensure good heat dissipation while large evaporator face area insure efficient cooling of the air supply with multiple step-cooling efficiently condenses the air humidity reducing need for hot gas bypass
- The main blower is a direct driven centrifugal type fan, located in the middle of the unit and is easily accessed by removing a side cover. The blower is mounted on vibration dampers with flexible connections between the main blower and the stainless-steel air ducts to reduce noise and vibration
- Cooling modules are accessible on sliding trays and are removable with forklift. Cooling modules are easily removed for maintenance, without any onsite welding.
- Removal of a module will also allow for easy access to the internal stainless-steel air ducts for inspection and cleaning.
The electrical panel is accessed from the opposite side of the main blower behind hinged covers. All the modules, components and fuses in the electric panel can be easily accessed and quickly replaced. The magnetics are placed just behind the electrical panel.

Operator Interface:

User Interface will be mounted to the 3400 unit. The 3400 shares the same common platform interface as PC2400 and 3400 PCA currently used at AZA. This insures easier training and user familiarity.

The user interface is equipped with a Liquid Crystal Display (LCD) viewable in all weather conditions. From this display, all relevant operational data is clearly visible, including:

- Default Mode (home screen): status of the PCA and its different functioning parameters
- Information Mode (parameters): relevant parameters to guide the maintenance staff
- Black Box Mode: record of errors that have resulted in an alarm, including data log history of previous errors up to at least the last 100 records.
- Power Log Mode: date, time and power consumption during which the PCA was in operation, including the data log history of previous usage (up to the last 100 records).
- Setup mode: allows the operator / technician to change the functional parameters of the PCA. Setup mode is protected to prevent unauthorized changes to any of the functional parameters.

Interface Controls and Indicators:

Status Lights
- ‘STATUS’ green or blue for ‘ready for use’ and red for ‘fault’ *

Single button for control of:
- ‘PCA ON’
- ‘STOP’
- ‘RESET’
- ‘EMERGENCY STOP’ normally closed push button

Aircraft and Mode selection
- Individual buttons for selection of aircraft type and mode of operation

Emergency Stop Button
- Remote Control Station/User interface is equipped with a front mounted, turn-to-release EPO

Monitoring System:

The 3400 is supplied standard with a Remote Operator Interface that relays operational status of the equipment via LCD panel in text form. Data available comprehensive range of internal and external parameter measurements and information e.g. temperatures, pressures, air flow, voltage, time, date etc. Additionally, the 3400 maintains two logs of historical data:

1) Black Box the last 100 errors detected together with all relevant parameters and status information available in connection with a shut-down (fault) and warnings (clogged filter, inoperable module, etc.) will be recorded in Black Box events as will specific cause for warning and/or fault. Additionally, the Black Box will provide specific error code and time stamp related to the event to assist with diagnostic trouble shooting.
2) Power log which contains the time in use and the power consumption for the last 100 operations. The above information can be viewed by personnel at the panel. The data can also be saved to a USB for records or technical assistance. The 3400 is also equipped with a TCP/IP (RJ45) communication port for supervision and monitoring of the Pre-conditioned Air Unit (PCA) by the means of a central computer. All on screen data available at the PCA is available for external communication via MODBUS to your BMS system.

Operation of 3400
- Aircraft arrives;
- The ground service operator unrolls and connects the PCA hose to aircraft
- Aircraft type and mode of operation are selected on panel by the ramp operator
- The PCA is turned on at the control panel, compressors and blowers will ramp up providing cooled air (or heat) to aircraft
- The PCA has (2) condensate pumps that will discharge condensate at rear of unit. As an option, a hose can be attached to divert water in specific direction if needed
- The PCA is in operation until shutdown by the operator using the on/OFF/Reset button, not EPO
- Blower will ramp down, hose can then be disconnected and coiled
Attachment C
Minimum Equipment Specifications and Explanations

1. By submitting a proposal, Offeror hereby certifies that the Preconditioned Air Units submitted for consideration by PMGAA under this solicitation, 2021-011-RFP, meet all specifications contained in this Attachment C.

Signed: ______________________________ Date: __________________________

2. Specifications may be exceeded and should be noted by Offeror and submitted to PMGAA as part of Offeror’s proposal under Tab C.

3. For further clarification on specifications listed herein, Offeror is directed to the applicable document sources listed in this Attachment.

TECHNICAL SPECIFICATIONS
FOR PRECONDITIONED AIR UNITS
FOR
PHOENIX-MESA GATEWAY AIRPORT
MESA, AZ.

GENERAL CHARACTERISTICS

1. DEFINITIONS OF APPLICABLE CODES REQUIREMENTS
   NEC (National Electric Code)
   IEEE (Institute of Electrical and Electronic Engineers)
   ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers)
   ASHRAE 161-2013
   ASME (American Society of Mechanical Engineers)
   ANSI (American National Standards Institute)
   AHM (Airport Handling Manual)
   MIL-STD (United States Military Standard)
   CSA (Canadian Standards Association)
   ETL (Intertek Testing Services)
   UL (Underwriters Laboratories)
   NEMA (National Electrical Manufacturers Association)

2. EXPECTED USE & WARRENTY
   This specification describes a skid mounted DX (direct expansion) preconditioned air unit designed to be capable of cooling and heating commercial or military aircraft. Ambient outside air will be returned to the unit for filtering and conditioning to then be supplied using flexible duct to the aircraft for the purpose of...
maintaining a cabin temp of 74 degrees Fahrenheit. A minimum two (2) year standard warranty is required on the entire unit and all apparatuses.

Units will be pad mounted for permanent placement (not trailer or cart mounted). Contain a modular sub-frame design which secures components allowing removal for maintenance, service and repair. Units do not need to be forklift capable.

3. CHARACTERISTICS

GENERAL RATING

Cooling Capacity: 60 Ton; 720,000 Btu/hr.  

Input Power

AC Input Voltage: The unit will operate with input voltages not varying more than plus 10% or minus 15% of the source’s nominally rated voltage. Nominal ratings are: 480 vac.

AC Input Frequency: The unit will operate on input power frequencies of 60 Hz.

Input Current Requirements at Rated Load: The nominal input current requirements for the unit at rated load are:

<table>
<thead>
<tr>
<th>Input Volts</th>
<th>Current (Amperage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>480</td>
<td>165</td>
</tr>
</tbody>
</table>

Input Inrush Current: On start up the inrush current shall not exceed 120% of that input current required when the unit is operating at rated load output.

Input Power Factor: The input power factor shall be .95 or greater at loads 25% of or greater than the nominal rated load for the unit.

Input Circuit Breaker: The unit will contain an internally mounted circuit breaker on the input power lines to allow the input power to be removed in the case of a fault or for maintenance.

Circuit Harmonics (Total Harmonic Distortion): Total harmonic distortion shall not exceed 10% with any rated load up to 100% load.

Output (Supply) Air

Air Temperature: Supply air temperature shall be maintained at 35 degrees Fahrenheit when ambient conditions reach 100 degrees Fahrenheit at standard atmospheric pressure of 29.9 inHg. Comply

Air Volume: Air supplied to the aircraft at a variable volume with capabilities of maintaining 250 lb/min. exceed, capable volume 280 lb/min

Capacity Control: Cooling capacity control achieved by frequency modulation in order to meet then maintain supply and cabin temperatures according to load demands. Comply

Air Quality: Supplied air to be filtered to conditions exceeding ASHRAE 161-2013. Comply
Fault Systems

The unit will be capable of monitoring the following or similar items and shutting down in the event they are out of tolerance. The faults listed below will be displayed in plain English on a minimum two-line LCD text display.

Over-Current Detected
Control Fault Detected
Low Refrigerant Pressure
High Refrigerant Pressure
Low Supply Air Temperature
High Supply Air Temperature
Low Supply Air Pressure
Compressor Overload

Indicators

A minimum two-line LCD text display with the following or similar in plain English text:

System State (On, Off, Defrost, Fault)
Stage Indicators
Ambient Air Temperature
Supply Air Temperature
Suction Refrigerant Pressure
Evaporator Saturation Refrigerant Temperature
Suction Refrigerant Temperature
Compressor Discharge Temperature
Condenser Saturation Refrigerant Temperature
Liquid Line Pressure
Super Heat Measurement
Sub Cool Measurement
Accumulated kilowatt-hours
Unit settings (temperature, air volume)
Date and time
Event and fault history:

The most recent 100 events (start/stop/fault/reset) stored internally and are available to be viewed from the minimum two-line LCD display on the unit. The following data for each event is stored:

- Time of data sample
- Date of data sample
- Kilowatts used for docking cycle
- Fault (with pertaining parameters at time of fault)

A keypad will control which of the above information is displayed.

LEDs will indicate the following items:

- Start push button pressed
- Stop push button pressed

Front panel lights will indicate similar to the following:

- Red light steady – fault occurred
- Yellow light steady – input voltage applied to unit
- Green light steady – unit in cooling mode

Blue Light indicates power /system ready

Comply

Comply with intent, see exceptions below

exception - superheat is not calculated and displayed on panel

exception - sub cool is not calculated and displayed on panel
Note: differences in colors from above may be accepted by PMGAA but should be clearly noted in Offeror’s proposal.

Switches and Controls

The following switches and controls will be mounted on the outside of the main cabinet of the unit:
- Stop push button – for stopping / resetting the unit
- Start push button – for starting the unit

The following switches and controls will be mounted inside or on the main cabinet of the unit:
- Auto/manual switch – enables / disables output voltage regulation
- Bypass switch
- Stop push button – for stopping / resetting the unit
- Start push button – for starting the unit

All switches and controls other than breakers and disconnect mounted on remote panel

External Interface

The unit will have internally mounted terminal blocks for interfacing external start/stop controls and passenger boarding bridge interlocks.

Cabinet Material: The cabinet will be constructed from painted anodized aluminum. If Offeror’s units provide an alternate cabinet material, it must be noted as an exception in Offeror’s proposal. PMGAA will review such exception for compliance and acceptance.

Weather Rating: IP55 (Electronic section)

Hardware: All mounting hardware will be stainless steel.

Wiring: All wires or cables will be numbered or labeled.

Temperature Rating: The unit will operate at a temperature of -40 to +55°C. Operating range -30°C to +50°C (-22F to +122F)

Certifications:

Remote Monitoring: A communication module (Modbus or BACnet) to provide data points that can convert to BACnet protocol standards for integration of a building automation system. Modbus std. communication protocol

Ducting: Supply duct will be lay flat constructed with Velcro and zipper connections, 14” diameter and include connection to unit and reducer to 8” inch aircraft coupling. Ducting length to equal 75’ total. Aircraft coupling to be included.

Input Cables: Not required

Hose: Starter coupler on hose required

4. INSTALLATION

Units to be acquired under this RFP are replacements of existing equipment, and will be installed in the same positions. Therefore, installation will consist of:
- Disconnection of existing equipment
- Removal of existing equipment from immediate area
- Relocate existing equipment to another location on airport property
- Connection of existing wiring to new equipment and securing equipment to deck.

Feeders and circuit breaker for each position are currently in place and operational.

See Google Earth for approximate locations of intended installation.

5. MANUALS

Technical manuals will consist of operator, service, and parts manuals. All manuals are required to be provided in hardcopy and in digital format on CDs.

The overall format for the manuals will be commercial. Each technical manual will clearly state the type of manual (i.e. Operators, Service, Parts, etc.). Line art will be used to the maximum extent possible for illustrations and parts lists. One complete set of Technical manuals will be packed with each Preconditioned Air Unit.

Operator's manual. The operator's manual will include all information required for the safe and efficient operation of the Preconditioned Air Unit, and any special attachments or auxiliary support equipment. As a minimum, the operator's manual will include the following:

- The location and function of all controls and instruments will be illustrated and functionally described.
- Safety information that is consistent with the safety standards established by the Occupational Safety and Health Administration (OSHA) and NFPA.
- All operational and inspection checks and adjustments in preparation for placing the Preconditioned Air Unit into service upon receipt from the manufacturer.
- Warranty information and the period of the warranty coverage for the complete unit and for any component warranty that exceeds the warranty of the complete unit. Addresses and telephone numbers will be provided for all warranty providers.
- General description and necessary step-by-step instructions for the operation of the unit and its auxiliary equipment.
- A description of the post-operational procedures (if any).
- Daily maintenance inspection checklists that the operator is expected to perform, including basic troubleshooting procedures.
- Schedules (hours, time periods) for required preventative maintenance and required periodic maintenance.

6. Training

The successful offeror will provide basic instruction on the hookup and operation of the Equipment. No formal training is required.
**Attachment D**

**Price Proposal**

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Preconditioned Air Units:</strong></td>
<td></td>
</tr>
<tr>
<td>New Preconditioned Air Units (3 units) <em>includes PCA units, bases, installation</em></td>
<td>$ 252,870.00</td>
</tr>
<tr>
<td>Manuals (3 sets)</td>
<td>Included</td>
</tr>
<tr>
<td>Standard Warranty (3 units) <em>Standard Warranty quoted 2 years per SOW</em></td>
<td>Included</td>
</tr>
<tr>
<td>Training</td>
<td>$ 1,800.00</td>
</tr>
<tr>
<td>Sales Tax (3 Preconditioned Air Units)</td>
<td></td>
</tr>
<tr>
<td>PMGAA is NOT tax exempt. If Offeror does not collect sales tax on behalf of the State of Arizona, Offeror should still include tax at a rate of 8.3% <em>tax based on equipment, labor and freight</em></td>
<td>$ 21,643.91</td>
</tr>
<tr>
<td>Shipping / Delivery (3 Preconditioned Air Units)</td>
<td>$ 6,100.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ 282,413.91</td>
</tr>
</tbody>
</table>

**Prompt Payment Discount**

The price(s) quoted herein can be discounted by **0.00**% if payment is made within ________ days.

**Parts Discount**

PMGAA price for purchasing parts direct from the Offeror shall be discounted by **20.0**% of the current list price for parts published by Offeror.

**Exceptions / Clarifications of Offeror:**

Standard warranty on PCA is 12 months, SOW requires 24 months therefore base bid coverage is 24 months, bid alternate includes 12 months additional coverage for total 36 months coverage

Exceptions noted in Attachment C, specifically cabinet material is steel vs. requested aluminum material

**Delivery Time Estimate of Equipment to PMGAA:**

8-12 weeks ARO

**Proposal Certification**

By Offeror’s signature, Offeror certifies that Offeror is authorized to bind this firm/individual to provide the goods stated herein, in compliance with the specifications stated & proposed and other terms and conditions in this Request for Proposals at the price provided on this Price Page.

Greg Rentfro  
Printed Name  

Signature  

August 17, 2020  
Date

SOLICITATION NUMBER: 2021-011-RFP  
ITW GSE, Inc  

August 17, 2020
TO: Phoenix-Mesa Gateway Airport Authority  
5835 S. Sossaman Road  
Mesa, AZ 85212  
Attn: Marian Whiden  
Phone: 408/988-7646  
Email: mwhiden@gatewayairport.com  

RE: Solicitation 2021-011 RFP  

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>QTY</th>
<th>MODEL/ PART NO.</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL U.S.D.</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>3</td>
<td><strong>PCA130/2XH</strong></td>
<td><strong>ITW GSE PCA 3400, 130: Pad Mount with Stands, 60Ton Rating</strong></td>
<td>78,225.00</td>
<td>234,675.00</td>
</tr>
</tbody>
</table>
|        |     | AP 572516       | * INPUT: 3 x 480V, 50/60Hz (150amps MCA, 175amps MOP)  
* Single Outlet (14" connection)  
* Airflow: up to 130 Kg/min (Max) @ 8500 Pa (Max)  
* 2 cooling circuits; Quick Swap, Modular Design  
* 72kW heat  
* Refrigerant: R410a  
* Includes temp sensor at output duct and remote control panel  
* VFD on compressors and main blower  
* Communications via MODBUS, TCP/IP  
* Mounting Feet, (6 per unit) for pad mount on ramp  
* 272432  
* FINISH: RAL7035 (light grey)  
* Warranty: 2 year (per Hobart standard terms)  
* Remote mount cabin sensor NOT included |
| 001a   | 3   | **Hose Set (Ducting)**  | Consists of following components listed below in grey. Quantity of goods in each 'set' shown in (parenthesis)  
Approximately 80' overall length assembled | 987.00  | 2,961.00   |
|        |     | (Qty 1) AP1453-90DEG  | * 90Degree Flat Duct Elbow |
|        |     | (Qty 3) AP1453-25  | * Air-A-Plane, Flat, Zipper/Velcro (price includes 3, 25' Sections) |
|        |     | (Qty 1) AP1453-01  | * Air-A-Plane Hose, 14" - 8" Adapter  
*(Qty 1)* JB729-13-360  
* Swivel Aircraft Connector Assembly  
*(Qty 2)* HS128  
* Clamp, 8"  
*(Qty 2)* HS224  
* Clamp, 14" |
|        |     |                      | * Installation will reutilize existing 45° elbow at PCA outlet from current installed PCA units. Also will reutilize existing hose baskets for storage of PCA hoses |
| 002    | 3   | Installation       | Disconnect feeders at existing PCA unit, remove existing PCA from mounting location and turn over to customer  
Position and secure stand mounted 3400PCA  
Connect existing feeder wires (480V) to new PCA  
Land control wires  
Test operation of new 3400PCA.  
Pricing is for 'Day Work Hours' only, Other work hours will have to be negotiated.  
No electrical service upgrades or permits are included in this quote.  
The outlined installation is quoted as a single mobilization. Installation of (3) PCA units are to be done at same time.  
Forklift for Installation is included | 5,078.00  | 15,234.00   |
| 003    | 3   | Add Alternate 1    | Extended Warranty, additional 12 months coverage beyond quoted 24month warranty (total coverage 3 years). Covers electrical items does not include wear and consumable items | 2,766.00  | 8,268.00   |
| 004    | 3   | Add Alternate 2    | JB680-8U, Stand alone hose reel, 80' capacity for easier handling and storage of PCA hose | 910.00  | 2,730.00   |
| 005    | 3   | Add Alternate 3    | 972028-B, Remote EPO, EPO removed from primary operator HMI and located to rear of PCA. Function of existing EPO on remote panel is then a normal "off" button allowing normal shutdown sequence of equipment in lieu of emergency shut down (removal of all power) all components | 300.00  | 900.00   |

Terms and Conditions of Sale may be viewed on our website @ www.itwgse.com
WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>QTY</th>
<th>MODEL/ PART NO.</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE U.S.D.</th>
<th>TOTAL U.S.D.</th>
</tr>
</thead>
<tbody>
<tr>
<td>006</td>
<td>1</td>
<td>Commissioning and Training</td>
<td>Start up and Training, on-site to be conducted in same visit, Travel and per diem included, one day on site</td>
<td>$1,800.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>007</td>
<td>1</td>
<td>Freight Out</td>
<td>FOB Palmetto with freight prepaid to AZA, zip code 85212. Covers (1) dedicated ‘conestoga’, does not include unloading or storage at destination</td>
<td>$6,100.00</td>
<td>$6,100.00</td>
</tr>
</tbody>
</table>

NOTE: Prices do not include any federal or local sales or use taxes.

ENCLOSED: Data Sheet

FOB POINT: PALMETTO, FL, Freight not included

TERMS: Net 30 Days on Approval

VALIDITY: 60 Days

SHIPMENT: 8-12 weeks ARO: Subject to availability when ordered

WARRANTY: ITW GSE Standard Terms & Conditions (current rev.) Apply

$272,668.00

Greg Rentfro

This equipment is not to be exported to or used in any country named on the U.S. Government's list of restricted nations.

Order confirmation is subject to a disclosure statement declaring end-user and country.

Terms and Conditions of Sale may be viewed on our website @ www.itwgse.com
## Standard Warranty Information

<table>
<thead>
<tr>
<th>Area / Category</th>
<th>Length (months)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCA Equipment</td>
<td>24</td>
<td>Note: Standard PCA warranty is 12 months as shown in provided ITW GSE Terms and Conditions. 24 months coverage is included in base bid per SOW requirements.</td>
</tr>
<tr>
<td><strong>Complete warranty details online at</strong></td>
<td><strong><a href="https://itwgse.com/general-warranty-conditions/">https://itwgse.com/general-warranty-conditions/</a></strong></td>
<td></td>
</tr>
<tr>
<td>PCA Hoses and Accessories</td>
<td>12</td>
<td>Please refer to ITW GSE Terms and Conditions for complete information</td>
</tr>
</tbody>
</table>


Warranty Period begins on date of "in service", based on initial start up/commissioning

## Extended Warranty Options

<table>
<thead>
<tr>
<th>Length (months)</th>
<th>Cost Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional 12 months warranty, 3-years total coverage</td>
<td>$2,756.00 / unit</td>
</tr>
</tbody>
</table>
Offeror to describe their parts availability and capability as it pertains to PMGAA ordering and receiving parts (i.e. domestic availability or foreign availability, parts readily stocked, technical service advisors available, etc.), including turnaround time for order processing and shipping.

**Parts Availability:**
The quoted 3400PCA is fully supported from our Palmetto, FL facility. Spare parts inventory is maintained and shipped from our production facility in Palmetto. The quoted 3400 equipment is of standard design. It is in daily production utilizing standardized components and drawings. The 3400, like most equipment today, is comprised of both domestic and foreign material; however, the volume of daily production demand insures routine order and on-hand stock of all components are maintained locally in Palmetto. Parts are readily available, typically shipping from Palmetto, FL within 24 hours of order receipt.

**Assistance and Ordering:**
Orders of spare parts may be placed by phone, fax or email. ITW GSE, Inc. has multiple internal sales and service personnel available to assist your staff with all orders/parts inquiries by phone. The ITW GSE website provides spare parts list, illustrated parts guide and schematics for reference and download. We also provide on-line, a comprehensive list of ITW GSE personnel who are available to assist with PMGAA requests. ITW GSE, Inc. provides customer support (technical) via phone and email to assist your personnel in trouble shooting/repair of equipment.

Additionally, we have factory technicians in the field for on-site repairs. Our website provides instructional videos for repair and FAQ’s to support your personnel. ITW GSE is set up to handle your needs efficiently and promptly!

**Technical Service:**
Training of PMGAA personnel will be conducted by one of ITW GSE’s technicians, this opportunity establishes a personal relationship between your personnel and our support staff. The ITW GSE customer service group is highly tenured, each having hands-on experience in both assembly and repair of this equipment; PMGAA personnel will find our technicians patient and adept in resolving any issues that may arise. Our training and online tools enable local personnel to be very proficient in diagnosis and repair. The 3400 diagnostic capabilities enable simple resolution at the local level. In those instances where factory support is needed, most repair issues are solved via phone/web conference.

On-site field support is always available when requested/needed.

**Key Points for support**
- Customer Service Phone: 866/845-0441
- Customer Service email: support@itwgse.us
- Website: www.itwgse.com
Equipment proposed under this RFP must have the ability to monitor the following functions. Offeror hereby certifies that the Equipment proposed meets or does not meet the following monitoring ability.

3400 is equipped to provide remote monitoring of multiple functions/operations via MODBUS TCP/IP for supervision and monitoring of the Pre-conditioned Air Unit (PCA) by the means of a central computer. All on screen data available at the PCA is available for external communication via MODBUS to your BMS system. BACnet gateway can be integrated to the 3400 if BACnet protocol is needed. Integration to BMS is by others.

Meets  Does Not Meet

**X□ Power consumption**

Description: Power consumption is displayed and logged during operation of the 3400 and viewable on remote panel and available for output via MODBUS to building remote monitoring system (BMS).

**X□ User identification to assign power consumption costs**

Description: Power consumption is viewable and available as a data point in MODBUS, cost of kWh is not. Cost of energy utilized would be a calculating function within the BMS, utilizing the consumption data points provide via 3400 MODBUS communication.

**X□ Warn or failing parts/diagnostics**

Description: The 3400 will provide specific error code and time stamp related to each event. These events can assist with diagnostic trouble shooting of equipment. Event record is viewable on remote panel and is available for output via MODBUS. A record of last 100 events is maintained in the Black box for reporting.

**X□ Remote monitoring**

Description: The 3400 is supplied standard with a Remote Operator Interface that relays operational status of the equipment via LCD panel in text form. All information can be relayed outside unit for remote monitoring via MODBUS. Data available is a comprehensive range of measurements and information e.g. temperatures, pressures, air flow, voltage, time, date etc. Additionally, the 3400 maintains two logs of historical data: Power Log and Black Box.

---

Greg Rentfro

Printed Name

Signature

Date: August 17, 2020
Tab H

Desert Equipment Presence:

ITW GSE market focus is world-wide, our equipment is designed to perform in all climates from extreme cold to extreme heat and high humidity. The 3400 Series equipment is rated outdoor use.

- Ingress protection meeting NEMA 3R/IP54 with additional protection of NEMA 4/IP55 for the electronic section.
- The design operating temperatures are -30°C to +50°C (-22°F - +122°F).
- The ITW GSE equipment is in use in every environment.

Specific to experience in harsh desert climates, we provide a few examples below where the 3400 Series equipment is in use and has been for a few years:

<table>
<thead>
<tr>
<th>Customer</th>
<th>Country Location</th>
<th>Project size</th>
<th>Installation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prince Mohammad</td>
<td>Saudi Arabia</td>
<td>(21) PCA210</td>
<td>2013/2014</td>
</tr>
<tr>
<td>Bin Abdulaziz Intl. Airport</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doha International Airport</td>
<td>Qatar</td>
<td>(78) PCA130</td>
<td>2011/2012</td>
</tr>
<tr>
<td>Riyadh Airport</td>
<td>Saudi Arabia</td>
<td>(24) PCA 210,130</td>
<td>2014</td>
</tr>
<tr>
<td>Kuwait Airport</td>
<td>Kuwait</td>
<td>(11) PCA 210</td>
<td>2017</td>
</tr>
<tr>
<td>Tabuk Airport</td>
<td>Saudi Arabia</td>
<td>(3) PCA 210</td>
<td>2017</td>
</tr>
<tr>
<td>Phoenix-Mesa Gateway</td>
<td>USA</td>
<td>(2) PCA 130</td>
<td>2019</td>
</tr>
</tbody>
</table>
The Offeror may or may not include an ADD ALTERNATE price for any ancillary equipment available. PMGAA is under no obligation to purchase any or all equipment listed.

**Note:** Add Alternates shown are included for each unit (qty 3) and values are in the total dollar amount shown in our formal Quote QJGR081520-1. Selection and value of each add alternate can be omitted per AZA selection and requirement.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost (Per Unit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add Alternate 2</td>
<td></td>
</tr>
<tr>
<td>JB680-8U - Stand alone hose reel, 80' capacity for easier handling and storage of PCA hose</td>
<td>$910.00</td>
</tr>
<tr>
<td>Add Alternate 3</td>
<td></td>
</tr>
<tr>
<td>972028-B, Remote EPO, EPO removed from primary operator HMI and located to rear of PCA. Function of existing EPO on remote panel is then a normal &quot;off&quot; button allowing normal shutdown sequence of equipment in lieu of emergency shut down (removal of all power) all components</td>
<td>$300.00</td>
</tr>
</tbody>
</table>
Tab J – Supplemental Materials

Installation:

Installation of equipment is requirement of the solicitation. SOW and Addendum 1 verified presence of and suitability of existing 480V feeder as adequate for new equipment. Installation is to include:

- Verify existing 480V input and breakers for suitability to application.
- Disconnect input power leads to existing PCA
- Remove existing PCA from ramp area, disposal of equipment by others
- Install new stand mounted PCA equipment
- Connect 480V input to PCA Input, connect control cabling and output hoses
- Secure PCA base to ramp
- Test operation of PCA in preparation of commissioning and training with airport personnel.
- Contractor to provide labor and equipment for removal of existing and placement of new equipment.

Specific placement of new equipment is to be in same general location of existing so that new feeders or extension of feeders is not required. Requirement for additional wiring, removal of existing barriers (bollards) or installation of additional barriers is not included. Installation quoted as a single mobilization. All equipment to be installed within same time/trip to facility.

Equipment to include:

- ITW GSE 3400 PCA rated 60Ton w/heat, pad mounted with single 14” Output
- Hose Kit (J&B Aviation Air-a-Plane Flat Hose w/90 degree flat elbow and aircraft connector

Photo of proposed equipment and brochures follow:
Photograph: Pad Mount, PCA 3400 (60Ton) Gate 4 AZA, Phoenix-Mesa Gateway Airport
ITW GSE

3400 PCA

Pre-conditioned air unit - 130 & 210
ITW GSE is a trustworthy partner designing and optimizing GSE equipment. We have strong expertise within cooling technology and the ITW GSE 3400 PCA is the market’s most innovative, reliable and environmentally friendly point-of-use PCA. The 3400 PCA is also the market’s only true modular PCA (patented).

The 3400 PCA supplies fresh, clean air into parked aircraft, at carefully monitored temperatures and provides a pleasant atmosphere for the crew and the passengers. It also makes aircraft turn-around faster and more effective.

**DESIGNED FOR ALL KINDS OF AIRCRAFT**

The 3400 PCA is available for bridge- or ground-mounting for aircraft parking positions or hangar applications. It is designed to suit all types of aircraft from the Narrow-Body (Code C: A320) & Wide-Body (Code D: B767) equipped with 1 PCA connector over the Jumbo (Code E: B777) to the Super Jumbo (Code F: A380) equipped with 4 PCA connectors connected to two ITW GSE 3400 PCA 210 units.

The 3400 PCA uses a minimal amount of refrigerant due to micro channel condenser technology and the compact design of the unit. The refrigerant R410A does not degrade the ozone layer at all. The refrigerant further provides reliable operation at high ambient temperatures. The distance between the evaporators and the low air velocity optimize the efficiency of each cooling circuit and prevent condensation drops from moving from one evaporator to the next.

**IMPROVE YOUR ENVIRONMENT AND CUT COST**

The increasing focus on environmental issues means that airports aim to let an external pre-conditioned air unit and a 400 Hz solid-state unit take over the functions of the aircraft APU while the aircraft is parked at the gate. We call this the “Go Green on Ground” concept whereby carbon emission is reduced by approx. 80-85%. The concept furthermore provides savings on the costly maintenance to the on-board APU, based on hours of operations. For the airports, the “Go Green on Ground” also means a reduction of the noise level to the benefit of the airport personnel, passengers and to surroundings in general.

**THE SMART CHOICE**

**PCA 130 - 2 Cooling Modules**

<table>
<thead>
<tr>
<th>Bridge-mounted</th>
<th>Ground-mounted</th>
</tr>
</thead>
<tbody>
<tr>
<td>2232 (87.9)</td>
<td>1734 (68.3)</td>
</tr>
<tr>
<td>1654 (65.1)</td>
<td>2990 (117.7)</td>
</tr>
</tbody>
</table>

Dimensions are shown in mm and [inches].

**PCA 210 - 3 or 4 Cooling Modules**

<table>
<thead>
<tr>
<th>Bridge-mounted</th>
<th>Ground-mounted</th>
</tr>
</thead>
<tbody>
<tr>
<td>2232 (87.9)</td>
<td>1734 (68.3)</td>
</tr>
<tr>
<td>1654 (65.1)</td>
<td>2990 (117.7)</td>
</tr>
<tr>
<td>4700 (185.0)</td>
<td>4700 (185.0)</td>
</tr>
</tbody>
</table>

Dimensions are shown in mm and [inches].
INNOVATIVE DESIGN
The ITW GSE 3400 PCA is the market’s only modular PCA. It is designed around identical cooling modules that are easy to swap by a technician with no special skills and in 20 minutes only. This helps you keep aircraft turn-arounds on schedule. The modular design also means big savings on spare part inventories. All parts (e.g. the self-containing cooling modules, condenser fans, main blower etc.) can be replaced without removing the PCA unit from underneath the passenger boarding bridge.

POWER CONSUMPTION
The 3400 PCA enables limiting of the current drawn. In this way, the PCA does not overload the entire mains supply with blown fuses and aircraft delays as possible consequences. In the event of a later infrastructure upgrade, the current limit can be set to another value allowing the PCA to cool more! The excellent high power factor of > 0.97, means a line current reduction of up to 20% compared to similar PCA units with the same rating. Also, smaller and less costly cables can be used. Add to this the choice of state-of-the-art components that ensures a high performance at the output as well as a low energy consumption. Further reductions on the energy consumption are achieved due to the variable frequency drive (VFD) control of all main parts such as compressors and blowers. Therefore, the life time costs of the ITW GSE 3400 PCA are as low as they can possibly be.

STEPLESS REGULATION
The 3400 design breaks completely new ground by using variable frequency drive technology that gives easy, stepless regulation of the discharge temperature. Therefore, the ITW GSE 3400 PCA units supply exactly the required amount of cold air and not more. They use much less energy than other PCAs that are designed for peak load conditions although these conditions probably only apply for 10-20 days each year. Those PCAs deliver excess capacity for about 80% of the time, wasting lots of expensive energy and creating undesirable emissions. Another advantage of the stepless regulation is less mechanical stress – which boosts reliability and service life and gives you a better return on investment.

OPTIMUM PERFORMANCE ENSURED
The ITW GSE PCA is, as standard, designed with one stage of ePM10 70% filter. The whole internal plenum and stainless steel drain pan can be cleaned in less than 2 hours once the cooling modules have been pulled-out. Afterwards, the evaporators and condensers can be cleaned to optimize the efficiency of the 3400 PCA, which again reduces the whole life costs of the PCA to a minimum.

THE ITW GSE OPERATOR INTERFACE
The ITW GSE operator interface is easy and intuitive. This is your guarantee for correct operation and on-time aircraft departures. The operator only has to press the combined start/stop button. Also, he can monitor various parameters such as temperature and air flow at the display screen. The operator interface is common from one ITW GSE product to another. Therefore, airport staff familiar with one ITW GSE product can easily switch to another as the icons and display are the same. For easy set-up and maintenance purposes, there is a deeper level dedicated for the technician. The software-based control system means that your 3400 PCA can be updated and given additional capabilities in the future, simply by transferring new software from a USB stick.
**SPECIFICATIONS**  
**ITW GSE 3400 PCA 130 & 210**

**Input**
- Rectification: 12 pulse  
- Line current distortion: < 10%  
- Inrush current: None, softstart  
- Power factor: >0.97 at 100% load

**Output**
- Discharge air temperature: Subzero, depending on ambient temperature relative humidity and air flow

**Environmental data**
- Operating temperature: -30°C to +50°C (-22°F to +122°F)  
- Relative humidity: 10-100%, non condensing  
- Noise level: < 85 dB(A) at 4.6 m  
- IP class: I P54 (Electronic part)

**Miscellaneous**
- MTTR: Typically 20 minutes  
- Refrigerant: R410A  
- Construction: Welded, anti-corrosive coated steel frame

**Conformity by complying with**
- ETL listing 480 V version, only  
- EN61000-6-2 EMC - immunity standard  
- EN61000-6-4 EMC - emission standard  
- EN62040-1-1 LVD safety standard  
- EN61558-2-6 General & safety requirement  
- 1915-1&2 Machinery - general safety requirement  
- 12312-17 Aircraft ground support equipment, specific requirements

**The 3400 PCA is equipped with the following features**
- Stepless regulation via VFD on main blower & compressors  
- Quick swap of cooling module; only takes 20 minutes  
- Internal ducts made of stainless steel  
- Smoke detector  
- Measure of outlet pressure and air flow  
- Air temperature sensors (discharge and inlet)  
- 2 pressure and 3 temperature sensors as well as 1 sight glass on each refrigerant circuit  
- Micro channel condensers (sea water resistant aluminium)  
- “ePM10 70%” filtration including clogging alarm  
- Remote control station with display and single communication cable  
- Internal 14” damper of the second outlet  
- Special condenser coating  
- TCP/IP interface via RJ45 port  
- Fast evaporator de-icing

**Available standard options**
- Cabin sensor  
- Feet for ground mounted units  
- RS485 port with Modbus/Jbus protocol  
- ITW GSE Service Tool  
- Colour: RAL 7035 (standard) or any other RAL colour on an optional basis  
- Heater with overtemp. protection

---

**Model Specifications**

<table>
<thead>
<tr>
<th>Model</th>
<th>Marking</th>
<th>Input Voltage</th>
<th>Frequency</th>
<th>Current (Line)</th>
<th>Current (MCA)</th>
<th>Nominal Compressor Rating</th>
<th>Airflow</th>
<th>Airflow</th>
<th>Pressure</th>
<th>Weight</th>
<th>Weight</th>
<th>Heater (Optional)</th>
<th>Condensate Pumps</th>
<th>Outlets</th>
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Specifications are subject to change without prior notice
ITW GSE

PRE-CONDITIONED AIR HOSES

PCA Duct with Scuff and Zipper Connections

ITW GSE is the premier supplier of PCA Hoses. The compact and insulated PCA Duct is an extremely flexible heating and air-conditioning duct. It is constructed without wire reinforcement, allowing it to be flattened and rolled when not in use for compact storage. The PCA Duct hose is constructed of a flexible, heavy duty and highly abrasion resistant vinyl coated fabric with moisture proof insulation and a non-rip liner. These flat ducts come with Zippers to easily attach to additional sections to form longer duct assemblies.

Features of ITW GSE PCA Duct:
- Zipper and Velcro connections to allow for longer duct assemblies
- Available with inside diameters of 14”
- Tolerant to temperature variations of -40° F to +275° F
- Minimum R-value of 8.0 or greater
- Abrasion resistant scuff strips included

Please contact your Area Sales Manager for details and options.

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<tr>
<th>14” DUCT</th>
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<td>AP1410-01</td>
<td>Tapered Adapter</td>
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<tr>
<td>AP1410-03SS</td>
<td>3 Ft. Starter Section</td>
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<tr>
<td>AP1442-20SS</td>
<td>20 Ft. Starter Wire Wound</td>
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<td>AP1453-90DEG</td>
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<tr>
<td>AP1453-90DTA</td>
<td>3 Ft. - 90° Bend Tapered to 8”</td>
</tr>
</tbody>
</table>

Please contact your Area Sales Manager for details and options.
ITW GSE

NYLON PCA CONNECTOR

ITW GSE is proud to introduce the JB730 PCA Connector with Snap-On Gasket

We have made replacing the gaskets on our PCA connectors easier and more efficient with the JB730 Snap-On Gasket!

The JB730 is made from the same high quality nylon composite as the JB729 but now offers a Snap-On Gasket that can be replaced in minutes compared to hours. The Snap-On Gasket allows the maintenance team to replace worn gaskets on PCA Connectors while still in the field. No need to take the PCA Connector out of service and spend hours replacing the gasket. The JB738 Snap-On Gasket can now be replaced in the field, thereby eliminating down time.

The JB730 PCA Connector is UV resistant and is designed to withstand chemicals, fuels and solvents generally found in the harsh ground support environment. Despite the rugged construction and design, it is light weight making it easy to use.

The JB730 PCA Connector with Snap-On Gasket can be used for heating or air conditioning and is designed to be used with the JB360.

The ITW GSE PCA Connector with Snap-On Gasket is also available with an optional stainless steel screen providing additional protection from larger contaminants entering into the aircraft's heating or cooling duct system.

OPTIONS
- JB730 PCA Connector
- JB730SC PCA Connector with screen
- JB738 Gasket with base plate

DIMENSIONS AND WEIGHT
- Overall length – 12.25” from top of latch to bottom of handle assembly
- 5.15 lbs.

NOW WITH THE SNAP-ON GASKET, THE JB730 PCA CONNECTOR IS EVEN MORE INDISPENSABLE!
- No down time for the PCA unit or the bridge
- Replace worn gaskets on the spot in minutes instead of hours
- Improve productivity and efficiency

www.itwgse.com
The ITW GSE Patented Nylon PCA connector is the most durable of its kind in the industry. Our patented process for seamless fabrication molds the body of the latching mechanism into the connector itself, thereby providing greater strength and stability. It can be used for heating or air conditioning and eliminates the need to purchase additional items. This Nylon PCA Connector is UV resistant and is designed to withstand chemicals, fuels and solvents generally found in the harsh ground support environment. Despite the rugged construction and design, it is light weight making it easy to use. The ITW GSE Patented Nylon PCA Connector is also available with an optional stainless steel screen providing additional protection from larger contaminants entering into the aircraft’s heating or cooling duct system.

OPTIONS
- JB729 - Nylon Composite with Neoprene Gasket
- JB729SC - Nylon Composite Screened PCA Connector with Neoprene Gasket
- JB741 - Neoprene Gasket

DIMENSIONS & WEIGHT
- Overall length - 12.25" from top of latch to bottom of handle assembly.
- 4.75 lbs.

The patented JB360 Swivel Adapter is also available for use with the JB729 PCA Connector to increase airflow performance.
### References

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Person</th>
<th>City, State</th>
<th>Telephone</th>
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<tbody>
<tr>
<td>Norman Y. Mineta San Jose International Airport (SJC)</td>
<td>Peter Herzog</td>
<td>San Jose, CA</td>
<td>(408) 392-6720</td>
</tr>
<tr>
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<th>Contact Person</th>
<th>City, State</th>
<th>Telephone</th>
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<tbody>
<tr>
<td>United Airlines</td>
<td>Tim Fox</td>
<td>Chicago, IL</td>
<td>(847)700-3004</td>
</tr>
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<th>Telephone</th>
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<tr>
<td>RSW - Lee County Port Authority</td>
<td>Juan Fonseca, Terminal Maintenance Supervisor</td>
<td>Fort Meyers, FL</td>
<td>(239) 590-4751</td>
</tr>
<tr>
<td>Model(s) Purchased: PCA 3400, 2400</td>
<td>Date Purchased: 2017, 2018</td>
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Attachment A
Authorization for Release of Performance Information and Waiver

The purpose of this disclosure is to provide references to PMGAA. Offeror hereby consents that as an Offeror to PMGAA’s Solicitation 2021-011-RFP, Preconditioned Air Units, for Phoenix-Mesa Gateway Airport, Offeror authorizes those companies and government entities listed in Offeror’s RFP submittal and any other government entity for whom this company has performed/provided Preconditioned Air Units to disclose and release to PMGAA, or their representatives, information, records and opinions concerning this company’s past performance.

ITW GSE, Inc. (Offeror) hereby waives any claim it may have against PMGAA or any company or entity providing information to PMGAA by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one (1) year.

This consent or copy of this authorization shall be as valid and effective as the original.

____________________________________
Signature of Offeror

____________________________________
Date

August 17, 2020
OFFER TO PHOENIX-MESA GATEWAY AIRPORT AUTHORITY:

The Offeror hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposals.

Company Name: ITW GSE, Inc

Federal Tax Identification Number: 26-1568318

Sales Tax Identification Number: Florida Sales Tax #: 78-8013977358-8

Signature: ____________________________ Date: ____________________________

Greg Rentfro

Printed Name
Area Sales Manager
Title

For clarification of this offer, contact:

Name: Greg Rentfro
Telephone: 469/966-6082

Title: Area Sales Manager
Email: grntfro@itwgse.us
SOLICITATION NUMBER: 2021-011-RFP
Addendum Number: 1

Pre-Conditioned Air Units

Due Date and Time: August 19, 2020 at 12:59 pm Arizona time

A signed copy of this addendum must be included with proposal

The following questions were received in writing prior to the deadline:

Q1 - On page 23 of the Pre-Conditions Air (PCA) specification under “Input Power” it states the Current (Amperage) requirement is 165Amps. Normally a 60-ton units would be rated at 200Amps because of the way UL requires the PCA Manufacturer to calculate Breaker size. Verde GSE’s unit does regulate under 150 Amps. Can a 200 Amp breaker be installed in the Service Box feeding input power to the PCA unit?
A1 - The Airport has breakers and disconnect in place to handle 200 amps.

Q2 - Regarding Output (Supply) Air: Cavotec units have VFD on Blower only. Variable speed Condenser fans are used for head pressure control. Will a 3600 step hot gas bypass for even capacity and outlet temperature control at compressor for most efficient speed be acceptable?
A2 - Capacity control is needed using a VFD for the compressors as well as the blower.

Q3 - Regarding Indicators: Will just a red light for faults and green light for ON be acceptable?
A3 - Yes, a red light for faults and a green light for ON is acceptable to the Airport.

Q4 - Hardware: Our PCA mounting hardware (specific to this installation, a ground mounting skid/stand) is structural steel with optimal corrosion protective powder coat finish. The mounting stands are sand blasted, treated with an iron phosphate wash and then finished with a dual step polyester powder coating process. May our standard powder coat finish be accepted on the mounting skid/stand?
A4 - Yes, that powder coat finish is acceptable.

Q5 - Input Power Requirements: The input volts and current (amperage) are defined, but what is the specific building breaker size currently installed? Our 60 Ton PCA unit requires a 200 AMP disconnect.
A5 - There is an existing 200AMP disconnect.
Q6 - Input Power. Input Current Requirements at rated load: The nominal input current requirements for the unit at rated load are: 480 Input Volts, 165 Current (Amperage). The Rated Load Amps (RLA) for the JBT-115 unit is 173A, the Maximum Current Ampacity (MCA) 185A, the Maximum Overcurrent Protection (MOP) is 233A, and the circuit breaker provided in the PCA unit is 200A. Will this be acceptable?

A6 - The unit needs to be able to function with a 200AMP disconnect. If so, the specs are acceptable.

Q7 - Output (Supply) Air. Capacity Control: Cooling capacity control achieved by frequency modulation in order to meet then maintain supply and cabin temperature according to load demands. The JBT SJ unit does not use VFD controlled compressors. We use standard compressors and a very reliable capacity control system using compressor cycling and hot gas bypass.

A7 - Capacity control is needed using a VFD for the compressors as well as the blower.

Q8 - External Interface. Cabinet Material: The cabinet will be constructed from painted anodized aluminum. If the offeror’s units provide an alternate cabinet material, it must be noted as an exception in Offeror’s proposal. The JBT SJ-115 unit uses a powder coated steel frame and powder coated aluminum covers, doors, and louvers. Please allow our standard.

A8 - Cabinet Material listed above (Question 8) is acceptable.

Q9 - Hardware: All mounting hardware will be stainless steel. We use some hardware that is stainless steel and some that is not. We use plated fasteners where grade 5 or grade 8 fasteners are required because there is no stainless steel equivalent. Please allow our standard mounting hardware.

A9 - Hardware listed above (Question 9) consisting of stainless steel and plated fasteners is acceptable.

Q10 - Remote Monitoring: A communications module (Modbus or BACnet) to provide data points that can convert to BACnet protocol standards for integration of a building automation system. If we provide data points using Modbus, do we have to provide the converter for converting them to BACnet?

A10 - A converter to BACnet is not required, however, data points are required.

Q11 - Lastly please provide and aircraft mix at each specific gate that the units will be going to.

A11 - There are a mix of Boeing 737-400, 737-700, 737-800; Airbus A-319 and A-320.
ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

<table>
<thead>
<tr>
<th>Offeror hereby acknowledges receipt and understanding of above addendum.</th>
<th>The above referenced Solicitation Addendum is hereby executed August 11, 2020 at FMGAA, Mesa, Arizona.</th>
</tr>
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<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Greg Rentfro</td>
<td>8/17/20</td>
</tr>
<tr>
<td>Print Name and Title</td>
<td>Procurement Coordinator</td>
</tr>
<tr>
<td>ITW GSE, Inc</td>
<td>Phoenix-Mesa Gateway Airport Authority</td>
</tr>
<tr>
<td>Name of Company</td>
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</table>
Notice of Intent

Solicitation Number 2021-011-RFP, Preconditioned Air Units

Please fax or email this page upon receipt of solicitation package
Fax: (480) 988-2315
Email: mwhilden@gatewayairport.com

This notice is requested to be completed by any Offeror who intends to submit a response to the Phoenix-Mesa Gateway Airport Authority (PMGAA) for the above titled solicitation. The submittal of this form in no way obligates an Offeror to submit a proposal or to provide any services or materials to PMGAA.

Offeror Responsibilities:
- Offerors are responsible for checking the PMGAA website at gatewayairport.com, under the Business | Procurements, Vendors & Public Notices section for any addenda that may be created for this solicitation.
- Offerors shall submit responses in accordance with requirements stated in the solicitation.
- Offerors may not submit responses to a solicitation via email or fax.

For any clarifications, please contact Marian Whilden, Procurement Coordinator, at (480) 988-7646 or e-mail: mwhilden@gatewayairport.com.

Date: July 23, 2020
Name: Greg Rentfro
Company: ITW GSE, Inc.
Telephone: 469/964-5854
Email: grntfro@itwgse.us

☑ Yes, I intend to respond to this solicitation

If you are unable to respond on this item, kindly indicate your reason for “No Response” below and fax back.

No, I do not intend to respond to this solicitation for the following reason(s):

How did you hear about this solicitation? (Please circle or write in)
- Arizona Business Gazette
- East Valley Tribune
- PMGAA Web Site
- Direct email

Industry Association: ____________________________
Other: ____________________________
Board Action Item

Re: Resolution 20-35

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Annual Review: Rules & Regulations
Date: September 15, 2020

Proposed Motion
To approve annual changes to the “Airport Rules and Regulations”.

Narrative
The “Airport Rules and Regulations” is reviewed annually to ensure consistency and effectiveness and to keep our organization up to date with industry best practices.

Pending approval, the “Airport Rules and Regulations” revisions are summarized as follows:

1. **Chapter 3 - Aircraft Operations, sections:**
   3.4 Based Aircraft Registration, addition of Reports shall be detailed (including: Registration/N Number, Names, address and phone number of owner) of all based aircraft on the Airport in a form approved by the Airport Authority.
   3.8 General Operating Rules, addition of f. Unmanned Aerial Vehicle (UAV) operations shall comply with all FAA Part 107 regulations.

2. **Chapter 4 – Vehicle Operations, sections:**
   4.9 Parking, clarification of parking areas and restrictions in items b, c, d, and j.
   4.11 Restricted Area Operations, under item d:2 information regarding speed on service roads.
   Under item f, clarification of vehicle beacon and escort requirements while operating on the Airport Restricted Area.

3. **Chapter 5 – Fueling, Fire and Environmental Safety, section:**
   5.9 Hazardous Material Spills, clarification regarding spills and requirements.

4. **Chapter 9 -Ground Transportation, sections:**
   9.3 Conditions of Ground Transportation Provider, clarification of vehicle appearance under item d.
   9.4 Ground Transportation Provider Vehicle Driver Requirements, clarification of requirements throughout section.

5. **Appendix A: Definitions**
   Based Aircraft definition revised.
   UAV definition added.
The revised “Airport Rules and Regulations” was posted and available to view on our www.gatewayairport.com website and a letter was sent to our tenants on August 13, 2020 notifying them of our proposed revisions and to allow our tenants and other users of Phoenix-Mesa Gateway Airport a 30-day review and comment period. That period concluded on September 14, 2020.

Attachment(s)
Revised “Airport Rules and Regulations”
RESOLUTION NO. 20-35

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

WHEREAS the Authority desires to amend the Airport Rules and Regulations;

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

The Board of Directors of the Authority hereby adopts the Airport Rules and Regulations 2020.

Passed and adopted by the Authority this 15th day of September, 2020.

______________________________
Gail Barney, Chair

ATTEST:  APPROVED AS TO FORM:

______________________________
Misty Johnson, Clerk of the Board

______________________________
Jill Casson Owen, Attorney
Airport Rules and Regulations 2020
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# Appendix A: Definitions

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CHAPTER 1: PURPOSE, SCOPE & AUTHORITY.

1.1 Purpose and Scope.

These Rules and Regulations have been adopted and approved by resolution of the Phoenix-Mesa Gateway Airport Authority (PMGAA) and apply to the geographical property known as Phoenix-Mesa Gateway Airport. The provisions of this document are intended for the safe, orderly and efficient operation of Phoenix-Mesa Gateway Airport, hereafter referred to as “Airport”.

1.2 Authority.

On May 19, 1994, the City of Mesa, Towns of Queen Creek and Gilbert created the Williams Gateway Airport Authority, later renamed the Phoenix-Mesa Gateway Airport Authority (“PMGAA”), a Joint Powers Airport Authority, pursuant to Arizona Revised Statutes (A.R.S) Title 11, Chapter 7, Article 3 and Title 28, Chapter 25, Article 8. The Gila River Indian Community, City of Phoenix, and City of Apache Junction joined the Airport Authority in 1995, 2006 and 2013 respectively. PMGAA was formed to develop, reuse, operate, and maintain the Airport property and facilities at the former Williams Air Force Base.

With the August 1995 Record of Decision, the U.S. Air Force confirmed that PMGAA would receive, at no cost, nearly 3,000 acres of land, with three runways (10,400-foot, 10,200-foot, and 9,300-foot), 120 buildings or facilities (such as navigation aids), and the improvements thereon. A long-term lease with the U.S. Air Force was executed on January 16, 1996. Fee conveyance for the majority of the property occurred on April 29, 1998. Through the Joint Powers Airport Authority legislation and subsequent property conveyance, PMGAA is entitled to adopt and enforce these Rules and Regulations governing the safe operation of activities on the Airport.

The Rules and Regulations, Airport Minimum Standards and Airport Rates and Charges are all part of the Airport’s governing documents. The administration of the terms of each of the documents independently and as a whole, shall be under the authority, responsibility, administration and control of the Executive Director/CEO or designee.
1.3 Compliance

All persons on any part of the property comprising the Airport shall be governed by these Rules and Regulations and by other directives of the Executive Director/CEO or designee relative to the use or occupation of any part of the property comprising the Airport. Permission granted to any person by the Executive Director/CEO directly or indirectly,
Chapter 1: Purpose, Scope & Authority

1.4 expressed or implied, to enter upon or use the Airport or any part thereof is conditioned upon compliance with these Rules and Regulations. Entry upon or onto the Airport by any person shall be deemed to constitute an agreement by such person to comply with such Rules and Regulations.

Enforcement

a. The Executive Director/CEO is empowered to enforce these Rules and Regulations through Airport staff and the City of Mesa Police Department. All persons in the Airport shall respond to directives issued by Airport Operations personnel, under the direction of the Executive Director/CEO, relative to the enforcement of these Rules and Regulations. Violations of Rules and Regulations may result in a written Notice of Violation (NOV) issued by Airport Operations personnel.

b. The Executive Director/CEO or designee may remove or evict from the Airport premises any person who knowingly, willfully or recklessly violates any rule or regulation prescribed herein, or any rule or regulation in effect by the federal government or the State of Arizona, and may deny use of the Airport and its facilities to any such person if it is determined that such denial is in the public interest, notwithstanding any contractual arrangements.

c. If any provision of these Rules and Regulations is held to be invalid, the remainder of these Rules and Regulations shall remain in full force and effect. Future amendments, additions, deletions or corrections to these Rules and Regulations will be incorporated into the document as required and as directed by PMGAA.

d. Any person who feels these Rules and Regulations have been unjustly applied or enforced shall comply with the directives of PMGAA until such matter is resolved. Concerns regarding any enforcement practice shall be submitted in writing to the Executive Director/CEO within seven (7) days of the date of occurrence along with a description of the situation, the actions taken by Airport staff, and the desired resolution.

1.5 Variance

a. Any variance of the literal requirements of these Rules and Regulations may be granted by the Executive Director/CEO when strict enforcement is impractical, results in unnecessary hardship, or is contrary to the safety of flight operations. The granted variance shall result in substantial justice and is in accordance with the spirit of the Rules and Regulations.
Chapter 1: Purpose, Scope & Authority
b. When an emergency exists at the Airport, the Executive Director/CEO or an empowered to issue directives and take such action as necessary to protect people and assets and promote the safe operation of the Airport. Such directives and acts均由Executive Director/CEO or designee have the power of regulation as long as the emergency exists.

c. PMGAA reserves the right to revoke, cancel or change any and all of these Regulations at any regular or special Board of Directors (Board) meeting with not required under A.R.S. All changes issued from time to time shall be considered as revisions to these Rules and Regulations. Future amendments, additions, deletions or corrections to Rules and Regulations will be incorporated into the document as required and as directed by PMGAA.

1.6 Adoption of Federal and Local Regulations

a. Title 14, Code of Federal Regulations (CFR) (Federal Aviation Regulations), Title 49, CFR (Federal Transportation Security Administration Regulations), Title 40, CFR (Federal Environmental Protection Agency Regulations), Title 21, CFR (Food and Drug Administration), A.R.S Title 28 (Transportation), A.R.S Title 49 (Environment), Maricopa County Air Pollution Control Regulations, Code of Ordinances, and other compliance documents required by Federal, State, or local governments whether presently or hereafter effective, are hereby referred to, adopted, and made a part of these Rules and Regulations as though fully set forth and incorporated herein, or be amended from time to time.

b. Federal, State or local laws or ordinances, in the event of any conflict, supersede PMGAA Rules and Regulations.

c. The Rules and Regulations shall in no way supersede or abrogate regulations such as Federal Aviation Administration (FAA) Federal Aviation Regulation (FAR) Certification and Operation of Airports, nor TSA Part 1542, Airport Security, as established by the FAA, or approved for PMGAA.

1.7 Waiver of Liability

Any permission granted by the Executive Director/CEO to use the Airport and its facilities for flight to, from, or over the same shall be at all times conditioned upon the assumption of responsibility and risk associated therewith. It shall be a further condition thereof that the person, as consideration of the use of the Airport and its facilities, shall at all times indemnify PMGAA.
PMGAA, the Board, the Executive Director/CEO, and employees from and against any liability, responsibility, loss or damage, resulting to any such person or.
Chapter 1: Purpose, Scope & Authority

2020 AIRPORT RULES & REGULATIONS
expressed or implied, to enter upon or use the Airport or any part thereof is conditioned upon compliance with these Rules and Regulations. Entry upon or onto the Airport by any person shall be deemed to constitute an agreement by such person to comply with such Rules and Regulations.

1.4 Enforcement

a. The Executive Director/CEO is empowered to enforce these Rules and Regulations through Airport staff and the City of Mesa Police Department. All persons in the Airport shall respond to directives issued by Airport Operations personnel, under the direction of the Executive Director/CEO, relative to the enforcement of these Rules and Regulations. Violations of Rules and Regulations may result in different forms of action including but not limited to verbal or in writing such as a Notice of Violation (NOV) issued by Airport Operations personnel.

b. The Executive Director/CEO or designee may remove or evict from the Airport premises any person who knowingly, willfully or recklessly violates any rule or regulation prescribed herein, or any rule or regulation in effect by the federal government or the State of Arizona, and may deny use of the Airport and its facilities to any such person if it is determined that such denial is in the public interest, notwithstanding any contractual arrangements.

c. If any provision of these Rules and Regulations is held to be invalid, the remainder of these Rules and Regulations shall remain in full force and effect. Future amendments, additions, deletions or corrections to these Rules and Regulations will be incorporated into the document as required and as directed by PMGAA.

d. Any person who feels these Rules and Regulations have been unjustly applied or enforced shall comply with the directives of PMGAA until such matter is resolved. Concerns regarding any enforcement practice shall be submitted in writing to the Executive Director/CEO within seven (7) days of the date of occurrence along with a description of the situation, the actions taken by Airport staff, and the desired resolution.

1.5 Variance

a. Any variance of the literal requirements of these Rules and Regulations may be granted by the Executive Director/CEO when strict enforcement is impractical, results
in unnecessary hardship, or is contrary to the safety of flight operations. The granted variance shall result in substantial justice and is in accordance with the spirit of the Rules and Regulations.
b. When an emergency exists at the Airport, the Executive Director/CEO or designee is empowered to issue directives and take such action as necessary to protect people, property and assets and promote the safe operation of the Airport. Such directives and actions of the Executive Director/CEO or designee have the power of regulation as long as the emergency exists.

c. PMGAA reserves the right to revoke, cancel or change any and all of these Rules and Regulations at any regular or special Board of Directors (Board) meeting with notification as required under A.R.S. All changes issued from time to time shall be considered as addenda to these Rules and Regulations. Future amendments, additions, deletions or corrections to these Rules and Regulations will be incorporated into the document as required and as directed by PMGAA.

1.6 Adoption of Federal and Local Regulations

a. Title 14, Code of Federal Regulations (CFR) Federal Aviation Regulations (FAA), Title 49, CFR (Transportation Security Administration Regulations), Title 40, CFR (Federal Environmental Regulations), Title 21, CFR (Food and Drug Administration), A.R.S Title 28 (Transportation), A.R.S Title 49 (Environment), Maricopa County Air Pollution Control Regulations, City of Mesa Fire Code, and other compliance documents required by Federal, State, or local government, whether presently or hereafter effective, are hereby referred to, adopted, and made part of these Rules and Regulations as though fully set forth and incorporated herein, as each may be amended from time to time.

b. Federal, State or local laws or ordinances, in the event of any conflict, supersede PMGAA Rules and Regulations.

c. The Rules and Regulations shall in no way supersede or abrogate regulations set forth in FAA Federal Aviation Regulation (FAR) Part 139, Certification and Operation of Airports, nor Transportation Security Administration (TSA) Part 1542, Airport Security, as established and approved for PMGAA.

1.7 Waiver of Liability

Any permission granted by the Executive Director/CEO to use the Airport and its facilities, or to fly to, from, or over the same shall be at all times conditioned upon the assumption of full responsibility and risk associated therewith. It shall be a further condition thereof.
that each person, as consideration of the use of the Airport and its facilities, shall at all times indemnify PMGAA, the Board, the Executive Director/CEO, and employees from and against any and all liability, responsibility, loss or damage, resulting to any such person or
caused by or on his behalf, and incident to the manner in which the Airport is operated, constructed or maintained, or served from within or without, or used from without. The use of the Airport by any person for any purpose, or the paying of fees thereof for the taking off or landing aircraft therein shall be itself an acknowledgment that such person accepts such privileges on the conditions herein set forth.
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CHAPTER 2: GENERAL RULES AND REGULATIONS

2.1 Abandonment of Property.

No person shall abandon any personal property at the Airport. If not claimed by the owner within seven (7) days, such articles will be handled in accordance with A.R.S. §44-301 et seq., as applicable.

2.2 Accident Reporting.

Accidents resulting in damage to property, injury requiring professional medical treatment, or interference with normal operations must be reported to Airport Operations as soon as possible after the occurrence.

2.3 Advertisements & Printed Materials.

Advertisements and other printed materials shall not be posted, distributed, displayed, or circulated at the Airport without the express written consent of the Executive Director/CEO, unless posted in areas specifically authorized for advertisements. The authorization may include time constraints as well as limiting the number of persons distributing the printed materials.

2.4 Alcohol.

No person shall drink any intoxicating liquor upon any portion of the Airport open to the public, except in such restaurant or other place as shall be properly designated and licensed for on-sale liquor dispensing.

2.5 Animals.

a. Animals other than those required for American with Disabilities Act (ADA) assistance or law enforcement dogs, are not allowed within the Airport Restricted Area unless being transferred or shipped, and/or under the control of their owner or handler by leash, harness, restraining strap, or cage. Leashes, harnesses, and straps shall not exceed six (6) feet.
b. No person shall enter any public building with any animal, except animals required for assistance or when such animals are leashed or containerized for air shipment.

c. Owners or handlers are responsible for the immediate removal and disposal of animal waste.

d. No person shall feed or engage in any other act to encourage the congregation of birds or other any animals on the Airport.
2.6  **Bicycles, Rollerblading and Skateboarding**

a. Bicycles within the Airport Restricted Area shall only be operated by Airport or tenant employees in the performance of their duties and shall not be operated within 50 feet of an aircraft under power.

b. Bicycle operators within the Airport Restricted Area must conform to all posted and non-posted rules and regulations regarding the use of vehicles.

c. Skateboarding and rollerblading are not permitted within the Airport Restricted Area.

2.7  **Commercial Activity**

Commercial activity of any kind requires the express written permission of the Executive Director/CEO through a specifically authorized lease, sublease, operating agreement, license, permit or written temporary permission and the payment of fees, as required.

2.8  **Commercial Photography**

a. No person shall take a still, motion, or sound picture on the Airport for commercial purposes without the permission of the Executive Director/CEO or designee and the payment of fees, as required. The Executive Director/CEO may allow any of the following to take pictures on the Airport for commercial purposes:

1. Professional photographers and motion picture cameramen photographing events on the Airport as representatives of bona fide news organizations.

2. Professional photographers and motion picture cameramen photographing events at the Airport for non-profit exhibition, to stimulate interest in air commerce or travel, or for non-profit educational purposes.

3. Professional photographers photographing scenes on the Airport for general artistic purposes.

4. Aviation photographers photographing aircraft in public or designated areas.

b. No person shall take a still, motion, or sound picture in any area exclusively leased to an Airport tenant without the permission of the tenant and coordination with the Executive Director/CEO’s Office.

c. Any approved activity within the Airport Restricted Area shall have proper escort.
2.9 Fees

Fees, rates and charges shall be established, scheduled and published from time to time by PMGAA and where applicable, paid to PMGAA by users of the Airport.

2.10 Hunting

Hunting on the Airport is prohibited, with the exception of wildlife control measures used to further aviation safety in accordance with the Airport’s approved wildlife management plan.

2.11 Lost and Found Articles

Lost and found articles shall be deposited with Airport Operations. Such articles will be handled in accordance with A.R.S. Title 44, Chapter 3, Section 1.

2.12 Obstruction

No person, except law enforcement officers, firefighting personnel, TSA, FAA and PMC personnel may intentionally obstruct, delay, physically disturb or interfere with the free movement of any other person on the public areas of the Airport, unless doing so in accordance with the Airport’s security challenge procedures.

2.13 Overnight Camping

Overnight camping on the Airport is prohibited unless authorized by the Executive Director or designee.

2.14 Permits

Permits and licenses authorizing certain activities on the Airport shall be issued and renewed at the discretion of the Executive Director/CEO.

2.15 Preservation of Property

a. No person shall destroy or cause to be destroyed, injure, damage, deface, or dislodge, or destroy in any manner, property of any nature located on the Airport. Any person causing or responsible for such injury, destruction, damage or disturbance shall report such damage to Airport Operations and shall reimburse PMGAA the full amount of repair or replacement value.

b. No person shall take or use any aircraft, aircraft parts, instruments, or equipment controlled, or operated by any person while on the Airport or within its hangars, except with the written consent of the owner or operator thereof.
2.16- **Public Demonstrations**

Public demonstration, such as picketing and other peaceful action, is permitted on Airport property provided the sponsor obtains written permission from the Executive Director/CEO or authorized designee and complies with all PMGAA Rules and Regulations, with emphasis to Sections 2.12 Obstruction and 2.22 Use of Public Airport Facilities.

2.17- **Signage**

Signage standards are established by PMGAA in compliance with the City of Mesa Sign Code.

a. No sign, advertisement or notice shall be displayed on the outside of any structure on the Airport or on Airport property unless authorized under the Airport Design Guidelines.

b. Roadway and directional signage shall be in compliance with City of Mesa traffic control, and no roadway signage shall be displayed unless authorized by the Executive Director/CEO.

c. No person shall display solicitations, advertising, or other signs on the Airport property, including the property within the roadway easements, without the authorization of the Executive Director/CEO.

2.18- **Solicitation**

No person shall solicit funds or other items to the public on the Airport without the express written approval of the Executive Director/CEO.

2.19- **Smoking**

In accordance with the Smoke-Free Arizona Act and Mesa City Code, Title 6, Chapter 11, smoking is not permitted: 1) in any public place, including any workplace; 2) at or within 20 feet from building entrances; 3) in designated ‘no-smoking’ areas posted as such by PMGAA; or 4) at other locations through which public movement can be anticipated. In addition, PMGAA has designated aircraft parking ramps as smoke-free.

2.20- **Storage of Equipment or Property**

Storage of equipment or property not used for aviation or other approved operations or activity on the Airport is prohibited unless specifically provided for by lease or other contractual agreement. This includes recreational vehicles (boats, motor homes, personal...
Chapter 2: General Rules and Regulations
watercraft, etc.) and other motor vehicles not specifically used for the authorized opera-

tions of the Airport.

2.21 Tampering with Aircraft

No person shall interfere or tamper with any aircraft or put in motion the engine of su-
ch aircraft, aircraft parts, instruments or tools, without permission of the owner or spe-
cific direction of the Executive Director/CEO or designee.

2.22 Use of Public Airport Facilities

No person(s), firm(s), association(s), or corporation(s) shall sponsor, hold, permit or ot-
carry on any activity that would impact the operation of the Airport without first obtai-
ning written permission from the Executive Director/CEO and complying with all the terms
and conditions of such authorization. In the event approval is given, written evidence of in-
corporating all injury, damages, or claims that might result from such activities shall be su-
to the Airport.
2.6 **Bicycles, Rollerblading and Skateboarding**

a. Bicycles within the Airport Restricted Area shall only be operated by Airport or tenant employees in the performance of their duties and shall not be operated within 50 feet of an aircraft under power.

b. Bicycle operators within the Airport Restricted Area must conform to all posted and non-posted rules and regulations regarding the use of vehicles.

c. Skateboarding and rollerblading are not permitted within the Airport Restricted Area.

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Overnight camping on the Airport is prohibited unless authorized by the Executive Director/CEO or designee.

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Permits and licenses authorizing certain activities on the Airport shall be issued and revoked at the discretion of the Executive Director/CEO.

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a. No person shall destroy or cause to be destroyed, injure, damage, deface, or disturb in any way, property of any nature located on the Airport. Any person causing or responsible for such injury, destruction, damage or disturbance shall report such damage to Airport Operations and shall reimburse PMGAA the full amount of repair or replacement of the property.

b. No person shall take or use any aircraft, aircraft parts, instruments, or tools owned, controlled, or operated by any person while on the Airport or within its hangars, except with the written consent of the owner or operator thereof.
2.16 Public Demonstrations

Public demonstration, such as picketing and other peaceful action, is permitted on Airport property provided the sponsor obtains written permission from the Executive Director/CEO or authorized designee and complies with all PMGAA Rules and Regulations, with emphasis to Sections 2.12 Obstruction and 2.22 Use of Public Airport Facilities.

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watercraft, etc.) and other motor vehicles not specifically used for the authorized operation.

2.21 Tampering with Aircraft

No person shall interfere or tamper with any aircraft or put in motion the engine of such aircraft, or use any aircraft, aircraft parts, instruments or tools, without permission of the owner or specific direction of the Executive Director/CEO or designee.

2.22 Use of Public Airport Facilities

No person(s), firm(s), association(s), or corporation(s) shall sponsor, hold, permit or otherwise carry on any activity that would impact the operation of the Airport without first obtaining written permission from the Executive Director/CEO and complying with all the terms and conditions of such authorization. In the event approval is given, written evidence of insurance covering all injury, damages, or claims that might result from such activities shall be submitted to the Airport.
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CHAPTER 3: AIRCRAFT OPERATIONS

3.1 Accidents & Disabled Aircraft

a. Persons involved in aircraft accidents or incidents on the Airport shall make a full report thereof to the Air Traffic Control staff or Airport Operations as soon as practical. The pilot or operator involved in an accident causing personal injury or property damage may be requested to make a written report concerning said accident.

b. Access to aircraft accident and incident scenes shall be controlled by a designated Incident Commander. Persons are not authorized to enter an accident or incident scene without the permission of the Incident Commander.

c. The pilot, aircraft owner, lessee, or operator is responsible for the prompt removal of the disabled aircraft or parts thereof as directed by the Executive Director/CEO, subject to accident investigation requirements. The Executive Director/CEO or designee is authorized to remove or relocate a disabled aircraft from any location on the Airport at the expense of the owner/operator.

3.2 Aircraft/Airport Operations during Hours of Tower Closure

After the published hours of the Air Traffic Control Tower, all aircraft/vehicles operating within the Air Operations Area (AOA) must broadcast their intentions on the Common Traffic Advisory Frequency (CTAF) in accordance with suggested procedures published in the Airman’s Information Manual, Federal Aviation Regulations (FAR’s), and FAA Advisory Circulars.

3.3 Airport Closures and Restrictions

In the event that the Executive Director/CEO believes that the conditions of the Airport or any part thereof are unsafe for landings and take-offs, it shall be within their authority to close or restrict all or part of the Airport and issue a Notice to Airmen (NOTAM) indicating so.

3.4 Based Aircraft Registration

The owner and/or operator of aircraft based on the Airport’s ramp area shall execute a written agreement with PMGAA stating, among other things, the based aircraft status,
aircraft identification, and compliance with aircraft parking fees. Aircraft based at the Airport but within a tenant’s leasehold shall be reported by the tenant quarterly or upon request by the Executive Director/CEO. Reports shall be detailed (including: Registration/N Number, Names, address and phone number of owner) of all based aircraft on the Airport in a form approved by the Airport Authority.
3.5 Engine Run-ups

a. Aircraft engine run-ups above ground idle shall only be conducted at the engine run-up areas adjacent to each runway end or within those areas designated by the Executive Director/CEO or designee.

b. No aircraft engine shall be started or run unless a qualified, certificated pilot or mechanic is attending the aircraft controls.

c. Aircraft engine run-ups shall not be conducted in such positions that the path of the propeller wash or jet blast may endanger persons, structures, or property.

d. Aircraft engine maintenance run-ups are not authorized between the hours of 2000 (8:00 pm) and 0800 (8:00 am) unless: 1) they are conducted with Airport approved sound suppression devices; or 2) they are performed in conjunction with an air ambulance flight; or 3) they are coordinated with Airport Operations prior to commencement.

3.6 Flight Demonstrations

a. Demonstrations, including test flights or ground demonstrations other than standard maintenance test flights shall not be conducted on the Airport without the express written consent of the Executive Director/CEO.

b. PMGAA specifically reserves the right to temporarily restrict or control activities within aircraft operating areas and public areas of the Airport for purposes of aerial and ground demonstrations or for any other public purpose.

3.7 Fly Friendly Procedures

Aircraft operators shall, whenever possible, use procedures and flight patterns that help mitigate aircraft noise. PMGAA supports the use of the National Business Aviation Association (NBAA) and Aircraft Owners and Pilots Association (AOPA) noise abatement procedures. The Airport’s published Fly Friendly procedures are described in Appendix B.

3.8 General Operating Rules

a. No aircraft shall be operated on the Airport if such aircraft is constructed, equipped or loaded as to endanger persons or property.

b. No aircraft shall be operated on the Airport in a careless or negligent manner,
disregard of the rights and safety of others, without due caution, or at a speed or manner that is likely to endanger persons or property.
c. No aircraft shall be operated on the Airport while the pilot, or other persons aboard controlling any part of the operation, is under the influence of intoxicating liquor or any narcotic drug.

d. Taxiways, apron, or ramp areas shall not be used for take-offs and landings of any type aircraft without the appropriate clearance from the Air Traffic Control Tower, whenever the Tower is in operation. Aircraft operating during the hours the Tower is not operating shall comply with appropriate FAA regulations and Advisory Circulars.

e. No aircraft engine shall be operated inside any aircraft hangar or within 25 feet of any opening to a hangar or a building.

f. Unmanned Aerial Vehicle (UAV) operations shall comply with all FAA Part 107 regulations.

3.9 Helicopters

Helicopters shall not be operated with rotors turning unless there is a clear area of at least 25 feet in all directions from the outer tips of the rotor, unless being fueled under established procedures.

3.10 Instructor and Student Responsibilities

Flight instructors shall fully acquaint their students with these Rules and Regulations and shall be responsible for the conduct of the students under their direction during dual instruction. When a student is solo, it shall be the sole responsibility of the student to observe and abide by these rules.

3.11 Parking of Aircraft

a. Aircraft parking shall be restricted to approved parking areas designated by Airport Operations and Maintenance and/or Gateway Aviation Services Director or completely within an exclusive leasehold area with the permission of the leasehold tenant.

b. No aircraft shall be parked or staged within marked service roads, or fire lanes, or in a manner as to interfere with taxiing aircraft, or in a manner that blocks free movement of aircraft or emergency vehicles or hinders access to any building or structure.
c. Aircraft parked or stored in unauthorized areas or which present an operational or safety problem to any area of the Airport may be towed or relocated to other Airport areas at the discretion of the Executive Director/CEO or designee and at the operator's expense.
d. Derelict or non-flyable aircraft shall not be stored on the Airport’s parking ramp or on property that has not been specifically leased or designated by the Executive Director/CEO for such purpose.

3.12 Refusal of Clearance

The Executive Director/CEO or designee may delay or restrict any flights or the conduct of other aviation-related operations at the Airport and may notify Air Traffic Control to refuse take-off clearance to any aircraft for any reason the Executive Director/CEO or designee reasonably believes is in the best interest of the public or essential to the safe operation of the Airport.

3.13 Specialized Aeronautical Activities

Hot air balloon operations, ultra-light aircraft operations, and parachute drops mixing with commercial, military, and other jet activities can create a hazardous environment. Such specialized activities require prior written approval from the Executive Director/CEO.

3.14 Taxiing or Towing of Aircraft

a. No person shall taxi an aircraft into or out of an enclosed hangar under its own power.

b. All aircraft taxiing or under tow on any part of the ramp, apron, or taxiways shall proceed with aircraft position lights on at night and during periods of low visibility.

c. When the Air Traffic Control Tower is in operation, aircraft shall not be taxied, towed, or otherwise moved on any part of the movement area until specifically cleared to do so.

d. No aircraft shall be taxied, or engines operated at the Airport where the exhaust or propeller blast may cause injury to persons or damage property. If it is impossible to taxi such aircraft in compliance with the above, then the engine must be shut off and the aircraft towed to the desired destination.

3.15 Washing and Maintenance

...
a. Washing and maintenance of aircraft or other Airport related equipment shall only be conducted in accordance with environmental regulations and at approved wash racks or other areas designated by the Executive Director/CEO, or within specific tenant areas where such activity is permitted under lease or agreement.
b. Aircraft maintenance other than minor maintenance as defined by FAA is prohibited on the ramp areas unless specifically authorized by Airport Operations or the Airport Duty Manager.

3.16 Weight Bearing Capacities

Aircraft exceeding the published weight bearing capacity of any runway, taxiway, or apron area are prohibited from operating on those areas without the express written approval of the Executive Director/CEO.

3.17 Deicing

a. Air Carriers must submit a Deice Plan by November 1st of each year.

b. Air Carriers using deicing and anti-icing chemicals must be in accordance with the Storm Water Pollution Prevention Plan and their Deice plan.
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CHAPTER 4: VEHICLE OPERATIONS

4.1 City of Mesa Traffic Ordinances

City of Mesa traffic ordinances shall apply to all public roadways on the Airport and are enforced through the City of Mesa.

4.2 Emergency Right-of-Way

Upon the approach of a police, ambulance, fire department, Airport or other emergency vehicle giving an audible or visual signal that it is on an emergency call, each person operating another vehicle on any road on the Airport shall immediately drive his vehicle parallel with, and as near as possible to, the right hand edge of the road, clear of all intersections, and stay there until the emergency vehicle has stopped or passes, unless otherwise directed by an emergency service worker.

4.3 Endangerment

No person shall operate a vehicle on the Airport that is constructed, equipped, or loaded in such a physical or mechanical condition as to endanger persons or property.

4.4 Equipment

No person shall operate a vehicle on the Airport unless the vehicle is in sound mechanical condition with adequate safety equipment.

4.5 Insurance

All motor vehicles operated on the Airport must have liability insurance consistent with the State of Arizona motor vehicle insurance laws.

4.6 Motor Vehicle Accident Reporting

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

4.7

**Movement Area Operations**

a. Prior to entering the aircraft movement area all vehicles shall yield right-of-way to all taxiing aircraft and aircraft under tow.
b. No person shall operate a vehicle in the movement area unless prior permission has been obtained from Airport Operations and the vehicle is equipped with a two-way radio in communication with and clearance has been received from the Air Traffic Control Tower, unless under the control of an authorized escort.

c. No vehicle shall enter the movement area unless equipped with an appropriately sized flashing or steady-burning yellow beacon, mounted on the uppermost part of the vehicle such that it is conspicuous from any direction including from the air. An orange and white checkered flag may be used in lieu of the flashing beacon for daytime activities. The flag shall be mounted so that it is conspicuous from any direction.

4.8 Moving of Motor Vehicles

The Executive Director/CEO or designee has the authority to tow or otherwise move any motor vehicle on the Airport property for reasons of operational necessity, safety, security, abandonment, illegal or improper parking or police investigation. PMGAA may charge a reasonable amount for the moving service and for the storage of the vehicle, if any. The vehicle may be subject to a lien for that charge.

4.9 Parking

a. The Executive Director/CEO or designee are authorized to reserve all or any part of public vehicle parking lots and other areas not under lease or permit for use as they may designate, and to indicate any restrictions by appropriate markings or signs.

b. No person shall park a vehicle in any parking area without the express or implied consent of PMGAA. All areas designated for public vehicle parking are subject to City of Mesa Code, Title 10 requirements.

c. Vehicle parking areas are intended for use by vehicles no longer than a full-size passenger automobile (19 feet in length maximum). Vehicles exceeding 19 feet shall park in designated areas. No person shall park a vehicle in any private parking area without the express or implied consent of PMGAA.

d. Where appropriate signs and/or markings have been installed, no person shall park or stand a motor vehicle on the Airport except in an area specifically designated for parking or standing.

d. No vehicles shall be loaded or unloaded in parking areas other than those designated by PMGAA for such activities (i.e. designated loading zones, loading areas, etc.).
Unauthorized vehicles in designated loading areas or areas with signs/markings prohibiting parking/standing a motor vehicle may be subject to tow at the owner’s sole cost and expense by PMGAA.
e. Vehicles parked in any authorized parking area shall park in such a manner as to comply with all posted and/or painted lines, signs, and rules.

f. Tenant ramp vehicles and equipment shall be only parked within the tenant leasehold areas or in approved parking stalls. Outside storage of vehicles or equipment outside of the leasehold premises area is prohibited.

g. No person shall park, stop, or leave standing any vehicle, whether occupied or not, on the Airport, except within designated parking spaces. Passenger vehicle parking areas shall only be used for parking vehicles no longer than a full-size passenger automobile, (which excludes commercial vehicles), only in the designated and entirely within the painted and striped parking stall lines, on an unreserved “first come, first serve” basis. No double parking is permitted.

h. No person shall park or stand a motor vehicle on the Airport within 10 feet of a fire hydrant.

i. Privately owned vehicles are not authorized to park within the Airport Restricted Area unless prior approval has been obtained from Airport Operations, through the issuance of a PMGAA issued Vehicle Identification Permit. Such permit shall be displayed at all times, in a conspicuous location.

j. Vehicles parked in the Airport parking lots, which do not belong to passengers, Airport employees, or Airport tenants utilizing the Airport or Tenant customers are subject to tow and storage at the owner’s expense (Mesa City Code, Title 10, Chapter 9). Illegally parked vehicles are subject to parking charges as published in the current Airport Rates and Charges as published by PMGAA.

k. Tenant employees shall utilize designated parking locations identified in lease or other agreement.

l. Lessee and its invitees shall obey all signs and motor vehicle codes.

m. Every person using the parking areas shall park and then lock his/her own vehicle. PMGAA will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking areas.

n. PMGAA reserves the right to refuse the use of any parking area to any person or entity that willfully refuses to comply with these applicable parking rules, Airport regulations, laws, and or agreements.

o. Such parking use as is herein provided is intended merely as a license only, and no
bailment is intended or shall be created hereby.
p. The speed limit in parking areas is five (5) miles per hour.

q. The maintenance or washing of vehicles parked on the Airport is prohibited, except in designated wash areas.

r. Parking is prohibited in common areas not designated for parking, areas not striped for parking, drive aisles, loading zones, cross hatched areas, illegal parking areas, in front of loading doors or ramps, and or any entrance or exit to or from the Airport unless authorized by the Executive Director/CEO or designee.

s. In the event that any party fails to comply with the Parking Regulations hereinabove, PMGAA shall cause the vehicle in violation to be towed off the premises at the owner’s sole cost and expense, without any liability or cost to PMGAA whatsoever.

4.10 Repair of Motor Vehicles

Except for persons authorized by the Executive Director/CEO or Airport Duty Manager and for minor repairs necessary to move the vehicle from the Airport, no person shall repair a motor vehicle on a road or in a parking area of the Airport.

4.11 Restricted Area Operations

a. No person shall operate a motor vehicle within the Airport Restricted Area without a valid driver's license, and if applicable, proper Airport Driver Endorsement on their security badge unless under the control of an authorized escort. The Airport Driver Endorsement must be presented upon the request of any Airport Operations staff.

b. No person shall operate a vehicle within the Airport Restricted Area unless their presence is specifically required for Airport business or services.

c. The Executive Director/CEO or designee has the authority to deny, restrict, or cancel the privilege of any motor vehicle operator from operating within the Airport Restricted Area.

d. No person shall operate a motor vehicle at a speed:

1. Of more than 15 miles per hour on any aircraft apron or ramp;

2. Of more than 25 mph on any marked service road;

2.3. Of more than five (5) miles per hour around aircraft;
3.4. That could endanger any aircraft, vehicle, or person.
e. Airport and aircraft support vehicles and construction vehicles driving or operating within the Airport Restricted Area shall display the company name or logo; a minimum of four (4) inches high on each side of the vehicle. In addition, all construction vehicles and high-profile aircraft support vehicles shall also be equipped with an appropriately sized amber rotating beacon, or yellow, low-intensity, flashing or steady burning beacon while operating in the Airport Restricted Area. Vehicles without such equipment shall be under continuous escort. Construction vehicles shall display an orange and white-checkered flag during daytime operations, and an amber rotating beacon or yellow flashing or steady burning beacon during nighttime operations.

f. Except while in the process of servicing an aircraft or Airport facility, vehicle traffic on the ramp shall use marked service roadways where designated.

g. Each person operating a motor vehicle on the Airport shall operate it so as to have it under proper control at all times, weather and traffic conditions considered.

h. Washing of vehicles at the Airport wash rack is limited to tenant company vehicles and equipment.

i. Each person operating a motor vehicle within the Airport Restricted Area shall yield the right of way to aircraft, aircraft under tow and pedestrians.

4.12 Signs and Markings

No person shall operate a vehicle on Airport roadways unless it is operated in strict compliance with all roadway signs, markings, and speed limits prescribed by the Executive Director/CEO.
5.1 ER 5: FUELING, FIRE AND ENVIRONMENTAL SAFETY

Aircraft Fueling Operations

a. No person shall operate as an FBO (Fixed Base Operator) or SASO (Specialized Aviation Operator) for the purpose of selling fuel for commercial revenue.

b. No person shall operate a fuel truck or fuel transfer vehicle within the Airport unless such person has passed an approved Airport training program, receives training, is issued an Airport security badge with a driver and fueling or seendorsement, and complies with the provisions outlined in PMGAA Aviation Fuel Handling and Dispensing Guidelines.

c. No person shall fuel/defuel aircraft on PMGAA property unless they are an employee approved on-Airport Fixed Base Operator; or 2) an aircraft operator fueling its based aircraft at its based location. Fueling/defueling of non-based aircraft or a located at its based location is prohibited, unless approved in writing by the Director/CEO.

During the fueling of an aircraft, the dispensing apparatus and the aircraft must be in accordance with City of Mesa Code, Uniform Fire Code Standards Section 24-1, I Regulations and ATA 103 Standards.

d. Fuel service vehicles are prohibited from parking within 50 feet of, or within a building.

e. No person shall fuel or defuel an aircraft on the Airport while:

1. The aircraft is in a hangar or an enclosed space;

2. The aircraft fuel system vents or fuel tank openings are not closer than 25 feet terminal building, hangar, service building or enclosed passenger concourse or loading walkway;

3. The aircraft vent or tank openings are within 50 feet of any ventilation air boiler, heater or incinerator room.

4. Passengers are in the aircraft, unless a passenger loading ramp is in place at door, the door is open, and a cabin attendant is at or near the door;

f. No person shall start the engine of an aircraft on the Airport if there is any gasoline volatile flammable liquid on the ground underneath the aircraft.
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CHAPTER 5: FUELING, FIRE AND ENVIRONMENTAL SAFETY

5.1 Aircraft Fueling Operations

a. No person shall operate as an FBO (Fixed Base Operator) or SASO (Specialized Aviation Service Operator) for the purpose of selling fuel for commercial revenue.

b. No person shall operate a fuel truck or fuel transfer vehicle within the Air Operations Area unless such person has passed an approved Airport training program, receives recurrent training, is issued an Airport security badge with a driver and fueling or self-fueling endorsement, and complies with the provisions outlined in PMGAA Aviation Fuel Storage, Handling and Dispensing Guidelines.

c. No person shall fuel/defuel aircraft on PMGAA property unless they are an employee of; 1) an approved on-Airport Fixed Base Operator; or 2) an aircraft operator fueling its airport-based aircraft at its based location. Fueling/defueling of non-based aircraft or aircraft not located at its based location is prohibited, unless approved in writing by the Executive Director/CEO.

During the fueling of an aircraft, the dispensing apparatus and the aircraft must be bonded in accordance with City of Mesa Code, Uniform Fire Code Standards Section 24-1, NFPA 407 Regulations and ATA 103 Standards.

d. Fuel service vehicles are prohibited from parking within 50 feet of, or within a building.

e. No person shall fuel or defuel an aircraft on the Airport while:

1. The aircraft is in a hangar or an enclosed space;

2. The aircraft fuel system vents or fuel tank openings are closer than 25 feet to any terminal building, hangar, service building or enclosed passenger concourse other than a loading walkway.

3. The aircraft vent or tank openings are within 50 feet of any ventilation air-intake to any boiler, heater or incinerator room.

4. Passengers are in the aircraft, unless a passenger loading ramp is in place at the cabin door, the door is open, and a cabin attendant is at or near the door.

f. No person shall start the engine of an aircraft on the Airport if there is any gasoline or other volatile flammable liquid on the ground underneath the aircraft.
g. Each person engaged in fueling or defueling on the Airport shall exercise care to prevent the overflow of fuel and must have readily accessible and adequate fire extinguishers.

h. No person shall smoke or use any material that is likely to cause a spark or be a source of ignition within 50 feet of an aircraft being fueled or defueled.

i. Each hose, funnel, or appurtenance used in fueling or defueling an aircraft on the Airport must be maintained in a safe, sound, and non-leaking condition and must be properly electrically bonded to prevent ignition of volatile liquids.

j. Fueling activities shall cease when lightning discharges occur within three (3) miles of the Airport.

5.2 Aircraft Fuel Storage Facility Requirements

Aircraft fuel storage facilities shall be permitted only if the facility is constructed and maintained in accordance with these regulations and the following: The aircraft fuel storage area is for noncommercial, private use only by the owner or aircraft operator. Aircraft fuel storage facilities which refuel aircraft, in accordance with the provisions of PMGAA Rules & Regulations and PMGAA Minimum Standards, may sell permitted fuels as approved in writing by the Executive Director/CEO. Aircraft fuel storage areas shall only be constructed after written approval of the Executive Director/CEO and after issuance of all applicable permits. The fuel storage area shall not be approved and operated except in conjunction with aircraft storage that meets the requirements of these regulations. In the event there is a requirement for separate aviation fuel types, there shall be a maximum of two (2) aircraft fuel storage areas on each building site. Total aircraft fuel storage of Jet A shall not exceed 25,000 gallons. Total aircraft fuel storage of 100LL Avgas shall not exceed 12,000 gallons. Fuel storage areas will be fenced, with gates and warning placards, prohibiting unauthorized access.

5.3 Inspection of Fuel Facilities, Records, Meter Readings, and Reporting

a. PMGAA shall have a right of access onto private property at the airport for the purpose of inspecting fuel facilities and equipment. Fuel storage and dispensing records shall be subject to inspection by PMGAA upon reasonable notice. Such inspection may include, but not be limited to, taking meter readings, reviewing and inspecting fuel storage records, fueling apparatus, training records, emergency equipment, and any and all material for safe fuel handling.
b. Not later than the last day of each month, the operator of the fuel storage area shall submit to PMGAA, in a form acceptable to the Executive Director/CEO, a monthly fuel inventory reconciliation report for the immediately preceding month. At a minimum, the report shall include:

1. The type and amount of fuel dispensed into all aircraft, fixed wing and helicopters from the fuel storage area.

2. The type and amount of fuel received, spilled, leaked, de-fueled from aircraft or otherwise accounted for from the fuel storage area.

c. At the time of submission of the monthly fuel inventory reconciliation report, each operator of a fuel storage area shall remit to PMGAA, in a form acceptable to the Board, all applicable fees then due under the Airport Rates and Fees Schedule.

d. The operator of the fuel storage area shall comply with, at the operator’s expense; all PMGAA, local, state, and federal regulations, including but not limited to observed testing and submission of annual reports to the appropriate authorities and PMGAA.

5.4 Self-Fueling Operations—Aircraft

a. Individuals desiring to self-fuel their own aircraft shall receive instruction from PMGAA and obtain a permit authorizing such operations unless using an approved self-service fuel island.

b. Gravity feed fueling is prohibited.

c. Hand or power operated pumps shall be used when aircraft are fueled from drums or other metal containers or tanks.

d. Pouring shall not be permitted from a container with a capacity of more than five gallons. Plastic containers shall not be used for fuel dispensing due to static discharge potential.

e. Fueling hoses shall be approved for flammable liquids and shall be maintained in accordance with nationally recognized standards.

f. Fueling nozzles shall be equipped with a deadman flow control valve. Notches or latches in the nozzle handle that could allow the valve to be locked open are prohibited.

g. An approved portable fire extinguisher having a minimum classification of 40:B shall
be provided and maintained within 50 feet of all self-fueling operations.
h. Aircraft shall not be occupied during self-fueling or defueling operations.

i. Aircraft being self-fueled or defueled shall have the battery and ignition switches in the “off” position.

j. Battery chargers shall not be connected, disconnected, or operated during self-fueling or defueling operations.

k. The fueling nozzle shall be bonded with a nozzle bond cable having a clip or plug to a metallic component of the aircraft that is metallically connected to the tank filler port. The bond connection shall be made before the filler cap is removed. If there is no plug receptacle or means for attaching a clip, the operator shall touch the filler cap with the nozzle spout before removing the cap so as to equalize the potential between the nozzle and the filler port. The spout shall be kept in contact with the filler neck until the fueling is completed.

l. When a funnel is used in aircraft self-fueling, it shall be kept in contact with the filler neck as well as the fueling nozzle spout or the supply container to avoid the possibility of a spark at the fill opening. Only metal funnels shall be used.

m. Self-fueling operations shall comply with all other rules and regulations regarding aircraft fueling operations.

Self-Fueling Operations-Automotive Vehicles and Equipment

Automotive and equipment other than Refueling Service Vehicles and Tank Vehicles shall be refueled by authorized persons only at prescribed refueling stations and from dispensing systems that are approved by the Executive Director/CEO. “Motor gasoline (MOGAS)”, as defined in ASTM Specification D 4814 or Federal Specification VV-G-1690C, is characterized as blended to form a fuel suitable for use in spark-ignition engines. Motor gasoline includes conventional gasoline; all types of oxygenated gasoline, including gasohol; and reformulated gasoline, but excludes aviation gasoline. Any person seeking to perform MOGAS self-fueling operations at the Airport shall comply with all applicable requirements concerning such activities as set forth in this policy and all Local, State, and Federal laws.

Parking of Aircraft Fuel Service Vehicles

Aircraft fuel service vehicles shall not be parked inside any buildings, except for approved vehicle maintenance and repair facilities. Such vehicles may only be parked in areas authorized by the Executive Director/CEO or designee.
5.7
h. Aircraft shall not be occupied during self-fueling or defueling operations.

i. Aircraft being self-fueled or defueled shall have the battery and ignition switches in the “off” position.

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5.6 Parking of Aircraft Fuel Service Vehicles

Aircraft fuel service vehicles shall not be parked inside any buildings, except for approved vehicle maintenance and repair facilities. Such vehicles may only be parked in areas authorized by the Executive Director/CEO or designee.
5.7 **Explosives & Other Hazardous Materials**

Explosives and other hazardous materials not acceptable for transportation under applicable federal regulations are not permitted on the Airport. Hazardous materials that pose a present or potential hazard to human health and safety or to the environment if released are also prohibited. Class 1 explosives, Class A poisons and radioactive materials as defined in the latest edition of the Emergency Response Guidebook are not permitted anywhere on the Airport, except as approved in writing by the Executive Director/CEO.

5.8 **Fire Equipment**

Fire extinguishers and Airport fire protection systems shall not be tampered with at any time, nor used for any purpose other than firefighting or fire prevention. All tenants shall supply and maintain such adequate and readily accessible fire extinguishers within their leaseholds as may be required by the City of Mesa Fire Department.

5.9 **Hazardous Material Spills**

a. Fuel spills greater than 10 feet in any dimension, covering an area of over 50 square feet, greater than five (5) gallons, or continuous in nature shall be immediately reported to City of Mesa Fire Department and Airport Operations.

b. Whenever a hazardous material spill or leak occurs, the owner of the material or equipment involved in such spill or leak shall take immediate steps necessary to ensure discovery, containment, and clean-up of such release and notify the Mesa Fire Department and/or Airport Operations of the occurrence. Charges may be assessed by the Executive Director/CEO for cleanup services including, but not limited to, reimbursement of labor, equipment, and materials.

5.10 **Open Flames**

a. No person shall start any open fire of any type on any part of the Airport without advance written permission from the Executive Director/CEO.

b. No person shall operate a flame or spark-producing device on any part of the Airport except in areas within leased premises specifically designated for such use by the Executive Director/CEO.
Executive Director/CEO unless a permit from the City of Mesa Fire Marshall or other appropriate official has first been obtained. No permit shall be issued for operations within any aircraft hangar, any fuel storage area, or upon any components of the fuel distribution system unless the work is required for the repair of such areas or hangars. Where such repair is required, permission shall first be obtained from the City of Mesa Fire Marshall and shall be subject to conditions as he/she may impose.
c. Every person observing any unattended or uncontrolled fire on Airport premises shall immediately report it to 9-1-1. No person shall make any regulation or order, written or verbal, which would require any person to take unnecessary delaying action prior to reporting such a fire.

5.11 **Storm Water Discharge**

All storm water discharge requirements, including applying for, paying for, and obtaining the required Arizona Pollutant Discharge Elimination System (AZPDES) Storm Water Permit are the responsibility of each tenant or authorized contractor that will cause, create, or develop an industrial discharge at any location on the Phoenix-Mesa Gateway Airport property. All Tenants are responsible for determining their industrial status through the Arizona Department of Environmental Quality (ADEQ), filing the appropriate forms (i.e. Notice of Intent), and completing the applicable section of their Lease documentation pertaining to Environmental Compliance. All Tenants are responsible for compliance with the Storm Water Control Measures as outlined in PMGAA Storm Water Pollution Prevention Plan (SWPPP).

5.12 **Volatile Compounds**

a. No person shall use a flammable volatile liquid having a flash point of less than 100 degrees Fahrenheit for cleaning purposes in a hangar or other building on the Airport, unless it is approved by the City of Mesa Fire Department.

b. No fuel, oil, grease, flammable liquids, or contaminants of any kind including detergents used to wash aircraft or other surfaces, shall be allowed to flow into any sewer system, storm drain, or open water area without a separator.

c. No person, tenant, or company shall store any cylinders of compressed flammable gas inside any building except as may be permitted under applicable NFPA standards and the City of Mesa Fire Code.

d. No person shall store lubricating oils or other flammable materials except in appropriate storage cabinets suited for such use.

5.13 **Dust Control**

All tenants and personnel performing any type of ground disturbing activities(s) shall minimize the amount of dust generated from said activity by spraying clean water...
Tenants creating any dust-generating activity may need to apply for a Maricopa County Air Quality Dust Control Permit at their expense.
CHAPTER 6: LEASES & TENANT OPERATIONS

6.1 Condition of Tenancy.

All Airport tenants must acknowledge through their lease or operating agreement that they will comply with these Rules and Regulations and appropriate minimum standards as a condition of tenancy or operation on the Airport.

6.2 Damage.

Tenants and lessees, in addition to any terms that may be contained in their lease agreement, shall be fully responsible for all damages to buildings, equipment, real property, appurtenances, or other improvements in the ownership or custody of PMGAA, caused in whole, or in part, by their employees, agents, customers, visitors, suppliers, or persons with whom they may do business.

6.3 Design Guidelines.

All facilities developed on the Airport shall conform to PMGAA Design Guidelines, Landscape Master Plan, and other pertinent standards, guidelines or requirements.

6.4 Employees.

Tenants are responsible for ensuring their employees are familiar with and comply with these Rules and Regulations, applicable minimum standards, and appropriate portions of their lease or other agreement with PMGAA. Tenants are also responsible for ensuring their employees and contractors meet physical and mental standards necessary for the safe conduct of the employee’s job tasks.

6.5 Fire Equipment.

Tenants are responsible for supplying and maintaining any required fire equipment on a tenant’s premises unless specifically excluded in their lease agreement.

6.6 Floor Care.
Each person to whom space on or at the Airport is leased, assigned, or made available for use shall keep the space free and clear of oil, grease, or other foreign materials that could cause a fire hazard or otherwise unsafe condition, or damage to the flooring material.

6.7 Free of Debris

Tenants shall keep hangars, shops, offices, other buildings, and areas adjacent thereto free of waste material, rubbish, junk, landscaping litter and flammable material.
6.8 Hangar Storage

a. Aircraft hangars shall be used for aeronautical purposes or be available for use for an aeronautical purpose. Aircraft hangars shall remain in compliance with FAA policy, specifically 81 FR and 38906, and all occupancy shall be subject to and in compliance with the City of Mesa Building Code, City of Mesa Fire Code, and Airport Rules and Regulations (collectively “Code”) at all times.

b. The incidental storage of the aircraft owner’s personal property related to the use, care, maintenance, and storage of an aircraft is permitted, provided that all non-aviation related items shall not obstruct any aircraft ingress and egress to the aircraft hangar or right of way thereto.

c. Preventative maintenance of an aircraft by the aircraft owner or properly licensed mechanic is permitted, provided that such activity creates no hazard or nuisance to the hangar facility or to Airport property.

d. Storage of aircraft parts, equipment, and supplies that relate to the aircraft owner’s airworthy aircraft are permitted, provided that such storage of materials creates no hazard or nuisance to the hangar facility or to Airport property.

e. This section applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant’s own expense while holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the sponsor’s obligations to use aeronautical facilities for aeronautical use.

f. The following activities or items shall be prohibited in an aircraft hangar:

1. Any unauthorized storage of personal property belonging to a third party.

2. The storage of any vehicle, boat, or recreational vehicle that impedes with the storage or movement of the aircraft owner’s immediate flight operation. In any case, no aircraft hangar may be used to store a vehicle, boat, or recreational vehicle beyond a period of 14 days.

3. No aircraft hangar shall be used for any residential purposes.

4. Storage of ammunition or explosives in any quantity is strictly prohibited.
6.9 Insurance

The Executive Director/CEO shall establish insurance requirements as a condition of operating on the Airport for all persons engaging in activities and business on the Airport. These requirements may vary among different types of service providers and may be periodically adjusted to ensure that PMGAA, passengers and the interests of the public are adequately protected. Continuous proof of proper insurance and business licensing shall be provided to PMGAA as a condition of operating at or on the Airport.

6.10 Marking of Paved Areas

Other than as provided in tenant leases, no surface painting or marking of any item is permitted on paved area on Airport property shall be permitted outside the walls without written permission from the Executive Director/CEO or designee.

6.11 Preservation of Property

No person or tenant shall destroy, injure, deface, or disturb any building, sign, or other structure, tree, lawn, or other property on the Airport; nor alter, make additions to, or erect any building or sign or make any excavations on the Airport without the approval of the Executive Director/CEO.

6.12 Regulation of Commercial Activities

a. No person shall occupy or rent space, carry on any business, commercial operations or other form of revenue-producing activity on the Airport without first obtaining a written contract, lease agreement or permit authorizing such activity, from the Executive Director/CEO.

b. The Airport Minimum Standards shall be met and maintained at all times by any individual, group of persons, business, or enterprise desiring to provide such commercial services or commodities at or on the Airport.

6.13 Storage and Equipment

No tenant or lessee of a hangar, shop facility, or other operational area specified by the Executive Director/CEO on the Airport shall store or stack equipment or material in a manner to be unsightly or constitute a hazard to persons or property.
6.14 **Structural and Decorative Changes**

Structural and decorative changes to any building, ramp, or other structure on the Airport require written approval of the Executive Director/CEO and must comply with local building codes and inspections and Airport Design Guidelines.

6.15 **Trash Containers**

Tenants shall place and maintain trash receptacles in the public areas of their premises, and other areas where necessary to promote and encourage the proper disposal of trash. All exterior trash receptacles on the Airport shall be sufficiently covered to prevent the inadvertent discharge of trash onto the Airport. The Airport encourages tenants to participate in recycling trash. Acceptable recyclable trash items are listed under the City of Mesa’s Blue Barrel Recycling Program.
CHAPTER 7: SECURITY REQUIREMENTS

7.1 Aircraft Security

5. When the condition or mission of an aircraft hangar requires security guards or police officers, the owner or operator of the aircraft must coordinate this requirement with Airport Operations. The owner or operator of the aircraft is responsible for obtaining and paying security service personnel.
6.9 Insurance

The Executive Director/CEO shall establish insurance requirements as a condition of operation on the Airport for all persons engaging in activities and business on the Airport. These requirements may vary among different types of service providers and may be periodically adjusted to ensure that PMGAA, passengers and the interests of the public are adequately protected. Continuous proof of proper insurance and business licensing shall be provided to PMGAA as a condition of operating at or on the Airport.

6.10 Marking of Paved Areas

Other than as provided in tenant leases, no surface painting or marking of any paved area of Airport property shall be permitted without written permission from the Executive Director or designee.

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No person or tenant shall destroy, injure, deface, or disturb any building, sign, or other structure, tree, lawn, or other property on the Airport; nor alter, make additions to, or change building or sign or make any excavations on the Airport without the approval of the Executive Director/CEO.

6.12 Regulation of Commercial Activities

a. No person shall occupy or rent space, carry on any business, commercial operation or form of revenue-producing activity on the Airport without first obtaining a written lease agreement or permit authorizing such activity, from the Executive Director/CEO.

b. The Airport Minimum Standards shall be met and maintained at all times by any group of persons, business, or enterprise desiring to provide such commercial commodities at or on the Airport.

6.13 Storage and Equipment

No tenant or lessee of a hangar, shop facility, or other operational area specified by the Executive Director/CEO on the Airport shall store or stack equipment or material in a manner that be unsightly or constitute a hazard to persons or property.

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2020. AIRPORT RULES & REGULATIONS.
6.14 Structural and Decorative Changes.

Structural and decorative changes to any building, ramp, or other structure on the Airport require written approval of the Executive Director/CEO and must comply with local building codes and inspections and Airport Design Guidelines.

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Tenants shall place and maintain trash receptacles in the public areas of their premises, and other areas where necessary to promote and encourage the proper disposal of trash. All exterior trash receptacles on the Airport shall be sufficiently covered to prevent the inadvertent discharge of trash onto the Airport. The Airport encourages tenants to participate in recycling trash. Acceptable recyclable trash items are listed under the City of Mesa’s Blue Barrel Recycling Program.
CHAPTER 7: SECURITY REQUIREMENTS

7.1 Aircraft Security

When the condition or mission of an aircraft requires security guards or police officers, the owner or operator of the aircraft must coordinate this requirement with Airport Operations. The owner or operator of the aircraft is responsible for obtaining and paying for security service personnel.

7.2 Airport Security Program

All persons using the Airport are subject to the Airport Security Program pursuant to Title 14 of the Code of Federal Regulations Part 1542.

7.3 Air Carrier

Air carrier tenants required to have a TSA approved Aircraft Operator Security Program (AOSSP) shall maintain a current copy at the Airport.

7.4 Challenge

All persons who are provided access to theAirport Restricted Area shall reasonably challenge any person not displaying proper identification media while in the Airport Restricted Area. A person challenged to display an approved Airport identification media shall do so immediately upon request. Challengers are not expected to place themselves or others in a dangerous situation and shall not approach when they feel making a verbal challenge would do so. Rather, the challenger is obligated to notify Airport Operations or the Mesa Police Department in such instances.

7.5 Doors and Gates

a. At no time shall any Airport Restricted Area access gate be left open and unattended in a manner that would allow unauthorized access.

b. Security doors leading into the Airport Restricted Area shall be kept locked as required by the Airport Security Program.

c. Automated vehicle gates are for vehicle access only. No pedestrians shall use an automated vehicle gate for pedestrian access.

d. Tenants shall be responsible for doors and gates located in their leased areas. Tenants are responsible for keeping the doors and gates leading into the Airport Restricted Area keyed to the Airport master key system.
| 2020. | AIRPORT RULES & REGULATIONS |
7.6 Employee Access Investigations

Employee access investigations in accordance with TSA Part 1542 and the Airport Security Program shall be conducted by employers for each employee. Certification of completion of the access investigation is required prior to PMGAA issuing any access materials.

7.7 Escorting

No person shall escort or allow non-badged persons access to the AOA or other secure areas without first complying with requirements of the Airport Security Plan.

7.8 General Aviation Aircraft

General Aviation aircraft are prohibited from entering the commercial passenger or cargo areas of the Airport unless otherwise coordinated in advance with Airport Operations and the Air Traffic Control Tower.

7.9 Identification Media and Access Cards

a. Identification media and access cards issued by PMGAA are property of PMGAA and must be surrendered upon the request of Airport Operations personnel or Mesa Police.

b. No person shall loan or provide Airport identification media or access cards to anyone other than to whom the media was issued.

c. PMGAA-issued or approved identification media must be properly displayed on the outermost garment, above the waist, at all times while within the Airport Restricted Area.

d. PMGAA-issued or approved identification media shall not be mutilated or altered from its original form in any way, nor shall any such media be reproduced or copied in such a manner as to degrade the security of the identification system.

7.10 Restricted Areas

a. Only those persons specifically authorized by Airport Operations with proper personnel and vehicle identification are allowed access to the Airport Restricted Area, Air Operations Area (AOA) or Security Identification Display Area (SIDA) unless otherwise provided for under the Airport Security Program.

b. Pedestrians or motor vehicle operators observed in areas other than those designated for public use without authorization by the Executive Director/CEO will be considered trespassing and subject to arrest.
7.11 Security Fence Line

A minimum clear area of six (6) feet shall be kept between the security fence line and that may be used to conceal persons along the fence line or that would aid any individual gaining access to the Airport Restricted Area unless specifically approved by the Executive Director/CEO.

7.12 Security Screening

All persons desiring to enter a sterile area are subject to security screening.

7.13 Tailgating

No person or vehicle shall enter the Airport Restricted Area through an access gate that was opened for an authorized person or vehicle unless under the direct escort and control of an authorized person. All persons and vehicles using any airfield access gate shall ensure that the area is secured behind them prior to leaving the area to prevent unauthorized access.

7.14 Tenant Security

Tenants and tenant employees are responsible for safeguarding doors, gates, and other passageways between Airport Restricted Areas and public areas. Tenants are responsible for safeguarding aircraft and other private property entrusted to their care within the Airport Restricted Area or other locations on their leased premises.

7.15 Violation of Security Regulations

Violation of security regulations may result in the immediate revocation of security privileges and future entry into the Airport Restricted Area may be denied. Any fines levied against PMGAA for security violations will be charged to the offending individual and tenant.

7.16 Weapons

No person, except a peace officer, authorized air carrier employee, authorized Airport employee, or a member of an armed force of the United States on official duty, shall carry a weapon, explosive, or flammable material on or about his person, openly or concealed, in the Airport Restricted Area without the written permission of the Executive Director/CEO. This section shall not apply to persons carrying firearms in cases, broken down or unloaded, said firearms being transported by air. No person shall furnish, give, sell, or trade a weapon on the Airport.
Chapter 7: Security Requirements

7.2 Airport Security Program

All persons using the Airport are subject to the Airport Security Program pursuant to TSA Regulation Part 1542.

7.3 Air Carrier

Air carrier tenants required to have a TSA approved Aircraft Operator Standard Security Program (AOSSP) shall maintain a current copy at the Airport.

7.4 Challenge

All persons who are provided access to the Airport Restricted Area shall reasonably challenge any person not displaying proper identification media while in the Airport Restricted Area. Any person challenged to display an approved Airport identification media shall do so immediately upon request. Challengers are not expected to place themselves or others in a dangerous situation and shall not approach when they feel making a verbal challenge would do so, but rather the challenger is obligated to notify Airport Operations or the Mesa Police Department in such instances.

7.5 Doors and Gates

a. At no time shall any Airport Restricted Area access gate be left open and unattended in a manner that would allow unauthorized access.

b. Security doors leading into the Airport Restricted Area shall be kept locked as required by the Airport Security Program.

c. Automated vehicle gates are for vehicle access only. No pedestrians shall use an automated vehicle gate for pedestrian access.

d. Tenants shall be responsible for doors and gates located in their leased areas. Tenant security doors leading into the Airport Restricted Area shall be keyed to the Airport master keying system.
7.6 Employee Access Investigations

Employee access investigations in accordance with TSA Part 1542 and the Airport Security Program shall be conducted by employers for each employee. Certification of completion of the access investigation is required prior to PMGAA issuing any access materials.

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7.8 General Aviation Aircraft

General Aviation aircraft are prohibited from entering the commercial passenger or cargo areas of the Airport unless otherwise coordinated in advance with Airport Operations and the Air Traffic Control Tower.

7.9 Identification Media and Access Cards

a. Identification media and access cards issued by PMGAA are property of PMGAA and must be surrendered upon the request of Airport Operations personnel or Mesa Police.

b. No person shall loan or provide Airport identification media or access cards to anyone other than to whom the media was issued.

c. PMGAA-issued or approved identification media must be properly displayed on the outermost garment, above the waist, at all times while within the Airport Restricted Area.

d. PMGAA-issued or approved identification media shall not be mutilated or altered from its original form in any way, nor shall any such media be reproduced or copied in such a manner as to degrade the security of the identification system.

7.10 Restricted Areas

a. Only those persons specifically authorized by Airport Operations with proper personnel and vehicle identification are allowed access to the Airport Restricted Area, Air Operations Area (AOA) or Security Identification Display Area (SIDA) unless otherwise provided for under the Airport Security Program.

b. Pedestrians or motor vehicle operators observed in areas other than those designated for public use without authorization by the Executive Director/CEO will be considered trespassing and subject to arrest.
7.11 **Security Fence Line**

A minimum clear area of six (6) feet shall be kept between the security fence line and any object that may be used to conceal persons along the fence line or that would aid any individual in gaining access to the Airport Restricted Area unless specifically approved by the Executive Director/CEO.

7.12 **Security Screening**

All persons desiring to enter a sterile area are subject to security screening.

7.13 **Tailgating**

No person or vehicle shall enter the Airport Restricted Area through an access gate that was opened for an authorized person or vehicle unless under the direct escort and control of an authorized person. All persons and vehicles using any airfield access gate shall ensure the gate is secured behind them prior to leaving the area to prevent unauthorized access.

7.14 **Tenant Security**

Tenants and tenant employees are responsible for safeguarding doors, gates, and other forms of passageways between Airport Restricted Areas and public areas. Tenants are responsible for safeguarding aircraft and other private property entrusted to their care within the Airport Restricted Area or other locations on their leased premises.

7.15 **Violation of Security Regulations**

Violation of security regulations may result in the immediate revocation of security privileges and future entry into the Airport Restricted Area may be denied. Any fines levied against PMGAA for security violations will be charged to the offending individual and tenant.

7.16 **Weapons**

No person, except a peace officer, authorized air carrier employee, authorized Airport employee, or a member of an armed force of the United States on official duty, shall carry any weapon, explosive, or flammable material on or about his person, openly or concealed, in the Airport Restricted Area without the written permission of the Executive Director/CEO. This section shall not apply to persons carrying firearms in cases, broken down or unloaded, when said firearms are being transported by air. No person shall furnish, give, sell, or trade a weapon on the Airport.
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CHAPTER 8: SPECIAL EVENTS

8.1 Authorization

Specialized events require advance written coordination, regulation, and authorization by the Executive Director/CEO prior to the public disclosure or advertisement of the event. The authorization will be in the form of a letter of authorization from the Executive Director/CEO to the special event sponsor in which the sponsor is recognized as involved in the planning process for a specific type of event. Certain activities shall require an executed lease, operating agreement, deposit or permit with PMGAA. A City of Mesa event permit may also be required as determined by the City of Mesa.

8.2 Aviation Activities

a. A special event that involves aerobatic maneuvers by aircraft must be coordinated in advance with Airport Operations and the local FAA Flight Standards District Office.

b. Special events involving aerial activities that are not of a routine nature for the Airport will require the designation and approval of an “air boss” who is experienced in directing and controlling the aerial activities planned for the event.

8.3 Closures or Restrictions

All runway, taxiway, ramp area, landside, or public area closures or restrictions must be coordinated with Airport Operations and other users of the Airport well in advance of the event.

8.4 Coordination

The sponsor shall make arrangements for such things as auto towing, garbage pickup, and refuse cleanup for any and all persons attending or associated with the event. If the special event is expected to attract an attendance of 500 persons or more, the sponsor must coordinate road and highway impacts with City of Mesa Police, Maricopa County Sheriff’s office, and Arizona Department of Public Safety or other affected jurisdictions. In addition, the sponsor shall coordinate public safety impacts with City of Mesa Police and Fire and arrange any necessary protection (security, ambulance, fire protection, Aircraft Rescue and Fire Fighting support). Air traffic impacts shall be coordinated and approved by the Air Traffic Control Tower Manager.
8.5 **Damages.**

Event sponsors shall pay for all direct expenses related to the special activity and compensate PMGAA for damaged property. If the sponsor fails to adequately perform-
trash and litter clean-up of the Airport or repair damaged property in a timely fashion as determined by Airport Operations, PMGAA may perform these functions and charge the sponsor accordingly.

**Fees**

The event sponsor shall provide a written disclosure all special event fees charged to the public to the Executive Director/CEO. In addition, when fees are charged, the sponsor shall pay fees to PMGAA as specified by Lease or Operating Agreement.

**Insurance**

The special event sponsor will be required to obtain liability insurance for the event in an amount determined by the Executive Director/CEO. The sponsor shall provide proof of insurance policy identifying PMGAA as a “named insured” for the event.

**Normal Ingress/Egress**

All special events must be planned to accommodate the normal ingress and egress of motor vehicles for those persons involved in passenger carrier flights, general aviation users of the Airport, air ambulance, or business activities normally conducted at or on the Airport.

**Plans**

In addition to the required coordination elements, the sponsor shall prepare and present to the Executive Director/CEO written plans to handle adverse weather, dust, hazardous materials spills, emergency services, and public protection.

**Special events**

Special events include air shows, balloon festivals, air races, fly-ins, parachute team demonstrations, static displays for the public, aerobatic events, filming for television, movies, or commercials, and other events or activities not normally associated with the daily operation of the Airport.
trash and litter clean-up of the Airport or repair damaged property in a timely fashion as
determined by Airport Operations, PMGAA may perform these functions and charge the
sponsor accordingly.

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The event sponsor shall provide a written disclosure all special event fees charged to the
public to the Executive Director/CEO. In addition, when fees are charged, the sponsor shall
pay fees to PMGAA as specified by Lease or Operating Agreement.

8.7 Insurance

The special event sponsor will be required to obtain liability insurance for the event in an
amount determined by the Executive Director/CEO. The sponsor shall provide proof of
insurance policy identifying PMGAA as a “named insured” for the event.

8.8 Normal Ingress/Egress

All special events must be planned to accommodate the normal ingress and egress of
motor vehicles for those persons involved in passenger carrier flights, general aviation
users of the Airport, air ambulance, or business activities normally conducted at or on the
Airport.

8.9 Plans

In addition to the required coordination elements, the sponsor shall prepare and present
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materials spills, emergency services, and public protection.

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movies, or commercials, and other events or activities not normally associated with the
daily operation of the Airport.
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CHAPTER 9: GROUND TRANSPORTATION

9.1 Ground Transportation General Authority

a. PMGAA has established ground transportation operating procedures for all Ground Transportation Providers subject to A.R.S, Title 28, Chapter 30 operating at the Airport. These operating procedures are to ensure the most fair and consistent ground transportation service. They will provide the public with the safe and convenient passenger movement.

b. It is imperative that all Ground Transportation Providers abide by the terms of the Airport license agreement and these Airport Rules and Regulations. Ground Transportation Providers are subject to on site supervision and direction by any personnel designated by the Airport Executive Director/CEO. Any person who violates these rules and regulations will, at the discretion of the Authority or its authorized representative, be denied use of the Airport and its facilities.

c. The ground transportation rules and regulations contained herein supersede and cancel all other previous ground transportation rules and regulations set forth by the Authority and its facilities.

9.2 Ground Transportation Provider Insurance Requirements

a. Before commencing ground transportation operations at the Airport, Ground Transportation Providers shall submit to the Authority an original certificate of motor vehicle insurance with a reputable insurance company or companies evidencing at least PMGAA’s minimum state-mandated policy limits and which names PMGAA as the certificate holder and as additionally insured by endorsement. The Airport shall be notified 30 days prior to cancellation or non-renewal of said endorsement.

b. Vehicle insurance shall cover all automobiles owned, leased, hired, rented, borrowed or otherwise used by or on behalf of the Ground Transportation Provider.

c. PMGAA, its officers, officials, agents, employees and volunteers are to be listed as additional insured with respect to liability arising out of: activities performed by, or on behalf of, the commercial operator including automobiles owned, leased, hired, or borrowed by the Operator.

d. PMGAA, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by the Ground Transportation Provider
even if those limits of liability are in excess of those required by permit.
9.3 Conditions of Ground Transportation Provider

a. All Ground Transportation Provider vehicles shall be properly identifiable with company name logo or trade dress visible within 50 feet in front of the vehicle to enable passengers to identify the company name and address. Magnetic removable placards are not permitted.

b. All Ground Transportation Provider vehicles shall be validly registered in a state and must be able to produce proof of registration upon request. Ground Transportation Providers must provide proof of registration with the Arizona Department of Transportation if registration if required by A.R.S. Title 28, Chapter 30.

c. Every vehicle shall be structurally sound and maintained in such good condition as to provide for the safety of the public in accordance with each and every applicable requirement of A.R.S. Title 28 and Title 49.

d. All Ground Transportation Provider vehicles serving the Airport shall be properly maintained and operated in a clean, safe, and businesslike manner at the sole discretion of the Authority or its representative. Vehicles are subject to inspection by Airport Operations staff.

1. Air conditioners will be operated at all times when temperatures reach 85 degrees Fahrenheit or upon passenger request.

2. Heaters will be operated upon passenger request and sufficiently heat the interior of the vehicle.

3. Exterior paint shall be maintained free of oxidation and rust.

4. Vehicle shall be free of any sheet metal damage.

5. Vehicle shall be free of dirt, trash, and debris.

6. The exterior of each vehicle in service shall be kept clean from road dust, mud and grime.

7. The interior of each vehicle in service shall not contain offensive odors.

Matching wheel covers (hubcaps)

8. All vehicle interiors, trunk space and exteriors shall be mounted on kept clean and free of any damage. All vehicles shall have matching hubcaps and
door handles. Trunks shall be kept clean and empty to accommodate passenger luggage.
9. All glass, including windshields shall be free of cracks and chips ¼ inch or larger.

9.4 Ground Transportation Provider Vehicle Driver Requirements

a. All drivers shall meet all Federal, State, and City requirements. Drivers shall possess a valid state issued driver’s license, knowledge of the area and streets, ability to speak, read, and understand the English language.

b. All drivers operating Ground Transportation Provider vehicles must display or present valid company identification upon request.

c. Driver's Airport operating privileges may be revoked at the discretion of a representative of the Authority.

d. Drivers shall at all times unless the vehicle is equipped be courteous, professional and informative when interacting with passengers, airport staff, and other drivers. Customer complaints relating to a driver’s failure to meet the foregoing standards of conduct may provide grounds for the termination of the driver’s operating privileges at the Airport.
9.4 Ground Transportation Provider Vehicle Driver Requirements

a. All drivers shall meet all Federal, State, and City requirements. Drivers shall possess state issued driver's license, knowledge of the area and streets, ability to speak, understand the English language.

b. All drivers operating Ground Transportation Provider vehicles must display or present company identification upon request.

c. Driver's Airport operating privileges may be revoked at the discretion of a representative of the Authority.

d. Drivers shall at all times be courteous, professional and informative when interacting with passengers, airport staff, and other drivers. Customer complaints relating to a driver's behavior that meet the foregoing standards of conduct may provide grounds for the termination of a driver's operating privileges at the Airport.

e. Drivers will contact their company's Supervision for complaints regarding other drivers of the same company and will refrain from making contact with drivers of other companies.

f. Drivers shall not engage in any physical fighting or loud, boisterous verbal dispute at the Airport. If a dispute develops between a driver and a passenger, or another driver, the driver should immediately contact airport staff to resolve the dispute.

g. All drivers operating commercial vehicles at the Airport shall be clean and neat, and shall be courteous to passengers loading or unloading at the Airport.

9.5 Regulations and Licenses

a. The Ground Transportation Provider shall comply with all applicable local, state, and federal regulations and abide by the Rules and Regulations of the Authority now in effect, and any rules promulgated from time to time, including but not limited to the utilization of load queuing areas, and other such traffic control arrangements as designated by Management. The Ground Transportation Provider will provide the Authority with copies of all applicable licenses from state or local authorities for areas the Operator is licensed to serve.

b. The Ground Transportation Provider shall secure and pay the costs of all require supplementary equipment, permits, franchises, both of its employees and drivers.


vehicles. The Operator will pay all taxes, fees, licenses, and moneys required by the Federal, state, or local governments for its operations at the Airport.

c. The Ground Transportation Provider shall maintain and operate its service in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, and Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title 6 of the Civil Rights Act of 1964, as said regulations may be amended.

d. No Ground Transportation Provider vehicle operator shall engage in the business of picking up passengers at the Airport terminal without first obtaining a Ground Transportation Operating License from the airport authority. A Ground Transportation License shall not be issued until the owner has completed an application form provided by PMGAA.

e. Ground Transportation Providers that are not licensed through the Airport and that attempt to pick-up passengers in any terminal related areas are subject to eviction without loading their client and may face criminal trespass charges.

Ground Transportation Providers shall pay license fees and report activity to the Airport Authority pursuant to the License Agreement. Fees will be based on either a one-time annual fee for each registered vehicle or a trip fee for each trip at the Airport Passenger Terminal, provided that the Ground Transportation Provider utilizes a GPS tracking/reporting application which is approved by the Airport Executive Director/CEO.

Access and Parking

a. All Ground Transportation Provider drivers shall operate their vehicles in a safe manner while operating at the Airport property. Excessive speed and/or reckless driving are strictly prohibited. Drivers will refrain from blocking crosswalks or thru lanes at all times.

b. All Ground Transportation Provider vehicles desiring to drop off passengers shall be permitted to use the designated passenger loading/unloading zone of the Airport terminal curbside for active unloading of passengers and their baggage. No parking shall be allowed in this area. Vehicles may be cited and towed away. Drivers are not permitted to leave their vehicle unattended on the terminal curbside at any time.
e. Drivers will contact their company’s Supervision for complaints regarding other drivers of the same company and will refrain from making contact with drivers of other companies.

f. Drivers shall not engage in any physical fighting or loud, boisterous verbal disputes while on the Airport. If a dispute develops between a driver and a passenger, or another driver, the driver should immediately contact airport staff to resolve the dispute.

g. All drivers operating commercial vehicles at the Airport shall be clean and neat in their personal appearance and shall be courteous to passengers loading or unloading at the Airport.

h. All drivers must carry vehicle registration and insurance in vehicle at all times.

### 9.5 Regulations and Licenses

a. The Ground Transportation Provider shall comply with all applicable local, state and federal regulations and abide by the Rules and Regulations of the Authority now in effect, or that may be promulgated from time to time, including but not limited to the utilization of loading zones, queuing areas, and other such traffic control arrangements as designated by Airport Management. The Ground Transportation Provider will provide the Authority with current copies of all applicable licenses from state or local authorities for areas the Operator proposes to serve.
b. The Ground Transportation Provider shall secure and pay the costs of all required licenses, supplementary equipment, permits, franchises, both of its employees and vehicles. The Operator will pay all taxes, fees, licenses, and moneys required by the Federal, state, or local governments for its operations at the Airport.

c. The Ground Transportation Provider shall maintain and operate its service in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, and Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title 6 of the Civil Rights Act of 1964, as said regulations may be amended.

d. No Ground Transportation Provider vehicle operator shall engage in the business of picking up passengers at the Airport terminal without first obtaining a Ground Transportation License Agreement from the airport authority. A Ground Transportation License shall not be issued until the owner has completed an application form provided by PMGAA.

e. Ground Transportation Providers that are not licensed through the Airport and that attempt to pick-up passengers in any terminal related areas are subject to eviction without loading their client and may face criminal trespass charges.

Ground Transportation Providers shall pay license fees and report activity to the Airport Authority pursuant to the License Agreement. Fees will be based on either a one-time annual fee for each registered vehicle or a trip fee for each trip at the Airport Passenger Terminal, provided that the Ground Transportation Provider utilizes a GPS tracking/reporting application which is approved by the Airport Executive Director/CEO.

9.6 Access and Parking

a. All Ground Transportation Provider drivers shall operate their vehicles in a safe manner while operating at the Airport property. Excessive speed and/or reckless driving are strictly prohibited. Drivers will refrain from blocking crosswalks or thru lanes at all times.

b. All Ground Transportation Provider vehicles desiring to drop off passengers shall be permitted to use the designated passenger loading/unloading zone of the Airport terminal curbside for active unloading of passengers and their baggage. No parking shall be allowed in this area. Vehicles may be cited and towed away. Drivers are not permitted to leave their vehicle unattended on the terminal curbside at anytime.
c. Baggage delivery service vehicles must use the designated area for both loading and unloading baggage and are responsible for any charges incurred.

d. Ground Transportation Provider vehicles not having a valid Ground Transportation License with the Airport are authorized to enter Airport property to discharge passengers only in accordance with this paragraph.

e. Ground Transportation Provider with a prior reservation from a passenger awaiting pick up may proceed to the designated area to await their client and are responsible for any charges incurred. When picking up a pre-arranged assisted needed passenger, Ground Transportation Provider may pick up their client at the terminal curbside provided the passenger is ready to load. Waiting along the curbside is strictly prohibited.

f. Passenger pick up by licensed pre-arranged shuttle operators is permitted only in the shuttle queue. Pre-arranged shuttle operators arriving early may stage in the Airport designated lot until the scheduled arrival time or actual arrival.

g. Passenger pick up by licensed Ground Transportation Provider vehicles other than taxicab or pre-arranged shuttle operators to include sedan/VIP type vehicles is permitted only in the designated parking lots, or along the terminal curbside provided the passenger is ready for pick up. Drivers of these vehicles shall be responsible for any charges incurred while staged in these lots. Sedan/VIP drivers parked in designated lots may meet & greet their clients inside the baggage terminal and will remain at least 15 feet away from Rental Car counters, concessionaires, and the baggage claim information counter.

h. Ground Transportation Provider vehicles shall enter the commercial vehicle queuing area only for the purpose of loading customers or passengers. Only those Ground Transportation Provider authorized vehicles shall have access to the taxi stand or pre-arranged shuttle queuing area.

i. Drivers may park in the passenger loading/unloading zones to drop off passengers only long enough to unload passengers and luggage at the curb. Vehicles left unattended will be subject to citation and/or towing enforcement.

j. There shall be no unattended vehicles parked in the queuing areas; vehicle drivers shall remain within 25 feet of their respective vehicles.
k. Limousines shall stage in designated lots. When contacted by their client and when their client states that they are ready for pick up, operators may then proceed to the terminal curbside and load their passenger(s).

l. Buses or coaches shall stage in designated lots. When contacted by their client and when their client states that their group is ready for pick up, buses or coaches may then proceed to a place along the terminal curbside designated by the Airport operator or operations personnel.

m. Transportation Network Company vehicles may stage in designated lots. When matched with a client ready to pick up, Transportation Network Company vehicles may then proceed to the designated pick up curb location for loading. Transportation Network Companies may not stand or wait at the curbside for clients.

Soliciting

a. The authorized solicitation of passengers by a Ground Transportation Provider shall only be conducted by the first driver in line in the designated areas at the taxicab queue. Taxicab drivers may not refuse transportation of a passenger based on the length of transport. Driver and passenger communication shall be conducted in a courteous and professional manner. Drivers shall not make any misrepresentation of their service. Drivers shall not be loud and boisterous with/or in the presence of potential customers.

b. Soliciting passengers is an offense that may result in the loss of ground transportation Licenses. Drivers soliciting passengers or in any manner offering to transport passengers in non-designated areas may be subject to an NOV.

c. Off duty drivers are not allowed to loiter on airport premises. Any off-duty driver using a Ground Transportation Provider vehicle for personal use at the Airport shall utilize the public parking facilities and shall not load passengers.

Miscellaneous Provisions

a. The Ground Transportation Provider shall repair promptly, and at no cost to the Authority, any damages to property of the Authority, which the Operator or its representatives have caused.

b. No signs, posters or similar devices shall be erected, displayed, or maintained by the Ground Transportation Provider on Airport premises without prior written approval of the Authority or its representatives.
Chapter 9: Ground Transportation
k. Limousines shall stage in designated lots. When contacted by their client and when their client states that they are ready for pick up, operators may then proceed to the terminal curbside and load their passenger(s).

l. Buses or coaches shall stage in designated lots. When contacted by their client and when their client states that their group is ready for pick up, buses or coaches may then proceed to a place along the terminal curbside designated by the Airport operator or operations personnel.

m. Transportation Network Company vehicles may stage in designated lots. When matched with a client ready to pick up, Transportation Network Company vehicles may then proceed to the designated pick up curb location for loading. Transportation Network Companies may not stand or wait at the curbside for clients.

9.7 Soliciting

a. The authorized solicitation of passengers by a Ground Transportation Provider shall only be conducted by the first driver in line in the designated areas at the taxicab queue. Taxicab drivers may not refuse transportation of a passenger based on the length of transport. Driver and passenger communication shall be conducted in a courteous and professional manner. Drivers shall not make any misrepresentation of their service. Drivers shall not be loud and boisterous with/or in the presence of potential customers.

b. Soliciting passengers is an offense that may result in the loss of ground transportation Licenses. Drivers soliciting passengers or in any manner offering to transport passengers in non-designated areas may be subject to an NOV.

c. Off duty drivers are not allowed to loiter on airport premises. Any off-duty driver using a Ground Transportation Provider vehicle for personal use at the Airport shall utilize the public parking facilities and shall not load passengers.

9.8 Miscellaneous Provisions

a. The Ground Transportation Provider shall repair promptly, and at no cost to the Authority, any damages to property of the Authority, which the Operator or its representatives have caused.

b. No signs, posters or similar devices shall be erected, displayed, or maintained by the Ground Transportation Provider on Airport premises without prior written approval of the Authority or its representatives.
c. Solicitation of business in any manner whatsoever upon Airport property is strictly prohibited. Cruising is specifically prohibited.

d. The Authority or its representatives shall have the right to restrict drivers or vehicles from operating at the Airport in noncompliance with Airport Rules and Regulations.

e. A Ground Transportation Provider may request that specific documents provided to the Airport be treated a confidential or proprietary (collectively, “Confidential”), provided that the Ground Transportation Provider clearly labels the documents “Confidential”. The Airport will notify the Ground Transportation Provider in writing of the public records request to view the documents or any portion of the documents marked “Confidential”. The Ground Transportation Provider will have seven calendar days from the date such notice is received to obtain a court order enjoining the release of the documents marked “Confidential”. If the Ground Transportation Provider does not provide the Airport with a court order enjoining release of the documents, the Airport will make the documents requested available for inspection as required under the public records law, seven (7) calendar days after the written notice to the Ground Transportation Provider is received.
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APPENDIX A: DEFINITIONS

**Advisory Circular:** FAA publications that outline and describe recommended standards and procedures for numerous aviation entities.

**Air Operations Area (AOA):** That area of the Airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. The AOA includes the active runways, taxiways, ramp and turf areas. The AOA is considered part of the Airport Restricted Area and is off-limits to the general public.

**Air Traffic Control (ATC):** A service operated by appropriate authority to promote the safe, orderly and expeditious flow of air traffic on or in the vicinity of the Airport.

**Air Traffic Control Tower (ATCT):** The Airport traffic control tower at Phoenix-Mesa Gateway Airport.

**Aircraft** (also Airplane, Balloon, Blimp, Ultralight, Helicopter): Any device or contrivance now known or hereafter invented that is used or intended to be used for flight in the air.

**Aircraft Maintenance:** The repair, adjustment or inspection of an aircraft by a pilot, owner or mechanic other than the routine cleaning, upkeep and servicing of an aircraft in preparation for flight. Minor repairs are characterized as normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories. Major repairs are characterized as major alterations to the airframe, power plant, propeller and accessories as defined in FAR Part 43.

**Aircraft Operation:** An aircraft takeoff, landing, touch and go (two operations), low approach and/or missed approach.

**Aircraft Rescue and Fire Fighting (ARFF):** The personnel, equipment and facilities on or off the Airport dedicated to dealing with aircraft accidents/incidents and all rescue and firefighting tasks, structural fires and other firefighting emergency activities.

**Airport:** Shall mean and have reference to all the areas comprising the Phoenix-Mesa Gateway Airport as now existing, or as the same may hereafter be expanded and developed, and shall include all of its buildings, facilities and appurtenances.

**Airport Authority:** PMGAA, a Joint Powers Airport Authority authorized under the laws of the State of Arizona, its successors and assigns, formed pursuant to A.R.S. §28-8521, et seq.
Airport Driver Endorsement: The authority issued by Airport Operations authorizing motor vehicle operations within the Airport Restricted Area. An Airport Driver Endorsement shall mean an indication of completed airfield driver training, and so noted on an individual’s Airport security identification badge.

Airport Duty Manager: The designated management representative of PMGAA during emergency incidents and after regular business hours.

Airport Executive Director/CEO (also Executive Director/CEO): The Executive Director/CEO of PMGAA or his/her designee. The term “Executive Director/CEO” as herein used, shall include persons duly designated to represent the Airport Executive Director/CEO and to act on behalf of the Airport.

Airport Minimum Standards: A separate document adopted and formally approved by the Airport Authority within which are detailed provisions outlining the minimum building size, performance or other standards acceptable by the Airport Authority for a business firm aspiring to do business at the Airport.

Airport Operations: Airport staff responsible for monitoring compliance with operations involving Airport airside and landside activities.

Airport Rules and Regulations: A document adopted and formally approved by the Airport Authority within which are detailed provisions for the safe, orderly and efficient operation of the Airport.

Airport Security Program: A program developed in accordance with TSA Part 1542 and approved by the TSA outlining Airport security requirements, methods and procedures for Phoenix-Mesa Gateway Airport.

Apron (also Ramp): Those areas designated by the Airport, both public and private/leased, designated by the Executive Director/CEO for the parking or storage of aircraft. These areas are usually restricted areas and involve activities such as enplaning and deplaning passengers, servicing aircraft, and aircraft movements.

Arizona Revised Statutes (A.R.S.): the set of books which contains the constitution and laws enacted by the Legislature to govern the state.

Based Aircraft: Any aircraft whose home base or permanent residency is identified as Phoenix-Mesa Gateway Airport.

Based Aircraft: Aircraft that are “operational and airworthy”, which are based at an airport for a majority of the year.
Emergency Vehicles: Vehicles that are painted, marked, lighted or escorted and used by the police (or security officers), fire department (ARFF), ambulance or other Airport officials to carry out their daily duties or used in response to an emergency situation.

Engine Run-up: The operation of an aircraft engine at power settings in excess of those power settings needed for normal taxiing of the aircraft. Engine run-ups are usually conducted at relatively high-power settings in order to determine the performance of an aircraft engine.

Escort: A person authorized by the Airport to accompany a contractor or other persons within the Airport Restricted Area(s) in accordance with all FAA safety and security regulations and Airport-specified responsibilities.

Executive Director/CEO for the enforcement of these Rules and Regulations to ensure the efficient, proper and safe operation of the Airport, but only to the extent authorized by law or properly delegated by said Airport Executive Director/CEO.

FAA: The Federal Aviation Administration.

FAR: The Federal Aviation Regulations as written, approved, and published by the FAA.

Flight Standards: FAA standards for promoting safe air transportation by certification and oversight of airmen, air operators, air agencies, and designees.

General Aviation: All categories and types of aviation/aircraft in the U.S. except for certified air carriers (under FAR Part 121) and Department of Defense military aircraft.

GPS Tracking/Reporting Application: Any online-enabled application, software, website, or system that is offered or used by the authorized provider and that enables a potential passenger to arrange a ride with a Ground Transportation Provider driver and utilizes Global Positioning Satellite for tracking and reporting.

Ground Transportation: Modes of vehicle transportation to facilitate the movement of passengers and visitors to and from the airport.

Ground Transportation Provider: Any entity that provides Ground Transportation services for a fee.

Hangar: Any fully or partially enclosed storage space for an aircraft.

Hazardous Material: A substance or material in a quantity or form that may pose an unreasonable risk to health or safety, or property when stored, transported or used in commerce as defined in applicable Federal, State, and local environmental laws.
Incident Commander: The individual responsible for directing and/or controlling resources during an Airport emergency.

Lease: A contract granting occupation or use of property during a certain period in exchange for a specified rent.

Movement Area: Those areas of the Airport under the control of the Air Traffic Control Tower including runways, taxiways, and helipads designated and made available for the landing, take-off, and taxiing of aircraft and which require a clearance from the Air Traffic Control Tower prior to entering.

Notice of Violation (NOV): An NOV is a form issued by Airport Operations personnel for violations of any rules and regulations governing the Airport.

Notice to Airmen (NOTAM): Information issued by a representative of the Executive Director/CEO, FAA, the Air Traffic Control Tower or other authorized official advising pilots of temporary changes to published information regarding Airport facilities, conditions, or other items that may affect safe flight.

Operating Agreement: A contract granting short-term occupation or use of Airport facilities (i.e. runways, taxiways) during a certain period in exchange for specified rent and/or fees. Operating agreements are used for, but not limited to, flight-testing and flight training operations.

Park or Parking: The standing of an aircraft or vehicle whether occupied or not.

Permit: A written authorization issued by the Airport Authority that allows specific activities or the temporary use or occupancy of certain areas or facilities at the Airport.

Person: Shall mean an individual, firm, general or limited partnership, corporation, company, limited liability partnership, trust, association, or any trustee, receiver, assignee or similar representative thereof leasing, subleasing, making application for, or using any land or facility at the Airport.

Rates and Charges: Airport fee structure approved by the Board for use of airport infrastructure, facilities, and equipment.

Restricted Area(s): Areas closed to access by the general public. These are limited access areas that the Executive Director/CEO, the FAA, TSA, or commercial aviation business owners have elected to restrict for purposes of security or safety. These areas include but are not limited to the Air Operations Area, Airport perimeter roadways, fenced-in areas, aircraft hangars and maintenance shops, fuel storage areas and hazardous materials storage areas.
**Secured Area:** That portion of the Airport where aircraft operators and foreign air carriers enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

**Security Identification Display Area (SIDA):** That portion of the Air Operations Area (AOA) where each person is required by federal law to continuously display, on an outermost garment, an Airport-approved identification badge. Any person observed in the SIDA not displaying the identification badge and not accompanied by an Airport-approved escort must be promptly reported to a security officer or other designated authority.

**Soliciting:** The act of approaching a passenger, for which prior arrangement for transportation has not been established and offering ground transportation services.

**Sterile Area:** The portion of the Airport defined in the Airport Security Program that provides passengers access to boarding aircraft and to which the TSA through the screening of persons and property generally controls the access.

**Transportation Network Company (TNC):** An entity that has been issued a permit by the State of Arizona that operates in the State of Arizona, that uses a digital network or software application to connect passenger(s) to transportation network services provided by transportation network drivers, and that may but is not deemed to own, operate or control a personal motor vehicle of a transportation network driver.

**TSA:** The Transportation Security Administration.

**UAV:** Term is used interchangeably with Unmanned Aerial System (UAS) and Drone. An unmanned aerial vehicle (UAV) is an aircraft without a human pilot on board. UAV’s have a ground-based controller, and a system of communications between the two. Civil UAV operations are regulated under FAA Part 107.

**Vehicle:** Shall mean all conveyances, except aircraft.
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APPENDIX B: FLY FRIENDLY NOISE ABATEMENT PROCEDURES

Unless otherwise directed by the Tower, please comply with the following:

1. Runway 30 is designated as the “calm wind” runway.
2. Use best rate of climb, consistent with safety.
3. Runway 12C/30C or 12L/30R for jet aircraft pattern work (1700’ AGL – above ground level) is preferred. When using Runway 30C or 30R, start right crosswind turns as soon as practical to avoid residential areas north of the Airport (complete turns within 3.5 DME).
4. On departure from 30L, left turn after end of runway to minimize low overflights of the Gateway Campus.
5. Military aircraft terminate afterburner use when safe to do so.
6. Jets are requested to use NBAA Standard Noise Abatement Departure or comparable aircraft manufacturer procedures.
7. Propeller aircraft are requested to use AOPA Noise Awareness Steps.
8. Helicopter traffic: please avoid low overflights of the Gateway Campus. Use a Northwest or Southwest arrival-departure corridor.
9. Compliance with the Fly Friendly procedures is at the pilot’s discretion.

SAFETY ALWAYS COMES FIRST!
Appendix B: Fly Friendly
Noise Abatement
Procedures
Board Action Item

Re: Resolution 20-36

To: Board of Directors
From: Shea Joachim, CEcD, Business Development Director
Through: J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Second Amendment to Terminal Concession Lease Agreement with Kind Hospitality, Inc.
Date: September 15, 2020

Proposed Motion
To authorize a Second Amendment to the Terminal Concession Agreement with Kind Hospitality, Inc. The amendment adjusts the MAG Rent, establishes a Passenger Traffic Trigger for the F1 and F3 space, and extends the Transition Period to September 30, 2021.

Narrative
A Request for Proposal (RFP) was issued on January 24, 2019 for a food and beverage concessionaire to operate food and beverage locations within the Airport Terminal. The Airport received two responses to the solicitation and the Kind Hospitality, Inc. submittal was approved by the PMGAA Board on July 16, 2019. The Kind Hospitality, Inc. Terminal Concession Agreement became effective on October 1, 2019.

On March 11, 2020 State of Arizona Governor Doug Ducey issued a declaration of Public Health Emergency due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19. The COVID-19 pandemic has had a significantly negative impact on air travel. In July 2020, passenger traffic at Gateway Airport was down 40% over July 2019. The impacts of the COVID-19 pandemic have disrupted many of the assumptions used by Kind Hospitality, Inc to develop their food & beverage concession program proposal.

Agreement Amendment
The Second Amendment to the Terminal Concession Lease Agreement (Amendment 2) eliminates the MAG Rent proposed by Kind Hospitality, Inc (approximately $317,865 annually) and establishes a recalculation of MAG Rent based on a 12-month “look back” of actual sales activity in October 2021. In addition, Amendment 2 will extend the Transition Period to September 30, 2021 which will provide Kind Hospitality, Inc an additional year to complete the Initial Improvements. Lastly, Amendment 2 establishes a Passenger Traffic Trigger (two consecutive months at or above 85% of 2019 passenger traffic). When the Passenger Traffic Trigger is achieved Kind Hospitality, Inc will be required to re-program the F3 space and renovate the F1 space within the Terminal.

Attachment(s)
Second Amendment to Terminal Concession Lease Agreement
RESOLUTION NO. 20-36

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

WHEREAS the Authority desires to authorize a Second Amendment to the Terminal Concession Agreement with Kind Hospitality, Inc. The amendment adjusts the MAG Rent, establishes a Passenger traffic Trigger for the F1 and F3 space, and extends the Transition Period to September 30, 2021;

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 Second Amendment to the Terminal Concession Agreement with Kind Hospitality, Inc. The amendment adjusts the MAG Rent, establishes a Passenger Traffic Trigger for the F1 and F3 space, and extends the Transition Period to September 30, 2021. This resolution also authorizes the Chair or Executive Director/CEO to execute such Agreement, with such insertions, 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 15th day of September, 2020.

________________________
Gail Barney, Chair

ATTEST: APPROVED AS TO FORM:

________________________
Misty Johnson, Clerk of the Board

________________________
Jill Casson Owen, Attorney
This SECOND AMENDMENT to the FOOD & BEVERAGE SERVICES TERMINAL CONCESSION LEASE AGREEMENT (“AMENDMENT 2”) is executed to be effective as of the FIRST (1st) day of OCTOBER 2020 by and between the PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized and existing under the laws of the State of Arizona, its successors and assigns (“PMGAA”), and KIND HOSPITALITY, INC., a Delaware corporation registered to do business in the State of Arizona (“Concessionaire”). PMGAA and Concessionaire may be referred to jointly as “Parties,” and each separately as a “Party”. This AMENDMENT 2 hereby amends that certain Terminal Concession Agreement between PMGAA and Concessionaire dated and effective the FIRST (1st) day of OCTOBER 2019 and subsequently amended on January 1, 2020 (collectively, the “Agreement”), with respect to Concessionaire’s operation at the Airport Terminal at 6033 South Sossaman Road.

WITNESSETH:

WHEREAS, PMGAA and Concessionaire desire to enter into this AMENDMENT 2 in order to modify the Agreement;

WHEREAS, on January 31, 2020 Secretary Alex Azar of the United States Department of Health and Human Services declared a public health emergency to address the 2019 novel coronavirus (COVID-19);

WHEREAS, on March 11, 2020 State of Arizona Governor Doug Ducey issued a declaration of Public Health Emergency due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19;

WHEREAS, the impacts of COVID-19 have significantly disrupted domestic and international travel and resulted in significant declines in passenger traffic at the Airport Terminal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this AMENDMENT 2 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The provisions of SECTION 2.1 are hereby deleted in their entirety and replaced with the following:

   2.1 Initial Term. The Agreement shall commence on the Effective Date. The Term shall commence on the Date of Beneficial Occupancy and terminate TEN (10) years thereafter (the “Term”), unless sooner terminated as provided herein. The Date of Beneficial Occupancy shall mean the earlier of either substantial completion of the Initial Improvements, as defined in SECTION 5.3.1, or October 1, 2021 (“DBO”).

2. The provisions of SECTION 3.1.4 are hereby deleted in their entirety and replaced with the following:

   3.1.4 “MAG Rent” means the minimum annual guaranteed rent which shall be: (i) for the First Agreement Year, EIGHTY-FIVE PERCENT (85%) of the Percentage Rent payable by
Concessionaire for the twelve month period immediately preceding the DBO, or (ii) for all subsequent Agreement Years, the greater of: (a) the MAG Rent payable for the immediately preceding Agreement Year, or (b) EIGHTY-FIVE PERCENT (85%) of the Percentage Rent payable by Concessionaire for the immediately preceding Agreement Year.

3. The provisions of SECTION 3.1.5 are hereby deleted in their entirety and replaced with the following:

   3.1.5 “Monthly Installment of MAG Rent” means, as applicable, one-twelfth (1/12) of the MAG Rent for such Agreement Year.

4. The provisions of SECTION 3.2.3 are hereby deleted in their entirety and replaced with the following:

   3.2.3 Concessionaire shall pay annual rent for storage spaces FS1, FS2, and FS3 in the amount of THIRTY-THREE AND 00/100 DOLLARS ($33.00) per square foot, payable in equal monthly installments (“Storage Space Rent”). Beginning on the Effective Date through December 31, 2019, Storage Space Rent shall be for locations FS1 and FS2, payable in monthly installments of SIX HUNDRED SIXTY and 00/100 ($660.00). Commencing on January 1, 2020, storage space rent shall be for locations FS1, FS2, and FS3, payable in monthly installments of NINE HUNDRED NINTY and 00/100 ($990.00). Storage Space Rent shall increase TWO Percent (2%) on October 1, 2021 and annually on each anniversary of the Effective Date thereafter.

5. The provisions of SECTION 5.3.3 are hereby deleted in their entirety and replaced with the following:

   5.3.3 Subject to Section 1.6.2, Concessionaire shall complete construction and installation of the Initial Improvements to the Premises in time to permit business activities to commence fully within said Premises as soon as possible but no later than September 30, 2021. Otherwise, Concessionaire’s failure to complete said Initial Improvements and become operational by the aforementioned date may subject Concessionaire to the payment of a late opening penalty equal to ONE HUNDRED and 00/100 DOLLARS ($100.00) for each day Concessionaire’s commencement of business operations is delayed beyond September 30, 2021, which shall become due and payable to PMGAA, in addition to any other rent and fees due, within FIVE (5) business days of PMGAA’s written request therefor.

6. The provisions of SECTION 5.4 are hereby deleted in their entirety and replaced with the following:

   5.4 Requirements – Mid-Term Refurbishments. Concessionaire shall undertake refurbishment improvements to update and improve the visual appeal and functioning of the Premises during the Term. Such improvements (the “Refurbishment Improvements”) shall be valued at no less than approximately ONE HUNDRED FORTY-THREE THOUSAND and 00/100 DOLLARS ($143,000), receive advance, written PMGAA approval prior to execution, construction and/or permitting and be completed no later than September 30, 2026. Failure to complete said Refurbishment Improvements within such timeframe may subject Concessionaire to the payment of a late opening penalty equal to TWO HUNDRED FIFTY and 00/100 DOLLARS ($250.00) for each day of delay, which shall become due and payable to PMGAA, in addition to any other rent and fees due, within FIVE (5) business days of PMGAA’s written request therefor. The actual completion of said Refurbishment Improvements shall be conducted in accordance with SECTION 5.3.2 herein, and
Concessionaire shall validate its actual expenditures to PMGAA, in writing, within ONE HUNDRED TWENTY (120) calendar days of completion of said Refurbishment Improvements.

7. New SECTION 1.5.3 is hereby added with the following provisions:

1.5.3 Notwithstanding Section 1.1.1 regarding Concessionaire’s exclusive right to operate within the F1 space and F3 space, if the Passenger Traffic Trigger (as defined in Section 1.6.1 below) is not achieved prior to October 1, 2022, upon thirty (30) days’ prior written notice to Concessionaire (“Recapture Notice”), PMGAA shall have the right to recapture such space(s) and remove the F1 space and/or the F3 space from the Agreement and subsequently use or permit the use of such space(s) for any use in its sole discretion, including, without limitation, a food and beverage concession business. Within thirty (30) thirty days after receipt of a Recapture Notice, Concessionaire shall have the right to waive the Passenger Traffic Trigger and notify PMGAA in writing of its intent to resume operations in such space(s) in the manner set forth in Section 1.6 (“Notice to Resume Operations”), in which case the Re-initiation Period shall commence as of the date of delivery of the Notice to Resume Operations. If PMGAA delivers a Recapture Notice and Concessionaire does not timely deliver a Notice to Resume Operations, the Parties agree to execute an amendment to remove the F1 space and/or the F3 space, as applicable, from the Agreement.

8. New SECTION 1.6 is hereby added with the following provisions:

1.6 Modified Concessionaire Obligations.

1.6.1 Concessionaire’s obligation to operate the pre-security space (F3) under Section 7 of this Agreement is waived until such time as monthly enplanements meet or exceed EIGHT-FIVE PERCENT 85% of monthly enplanements for the same month in calendar year 2019 for two consecutive months (“Passenger Traffic Trigger”). PMGAA will notify Concessionaire, in writing, upon achievement of the Passenger Traffic Trigger. Upon notification, Concessionaire will have ONE HUNDRED AND EIGHTY (180) calendar days (“Re-initiation Period”) to (i) submit for and receive PMGAA’s written approval of a revised concept for F3, (ii) conduct any necessary alterations pursuant to Section 5.2, and (iii) initiate concession operations pursuant to Section 7. Concessionaire’s failure to initiate concession operations in the F3 space prior to expiration of the Re-initiation Period will subject Concessionaire to the penalties described in Exhibit E.

1.6.2 Notwithstanding Concessionaire obligation to operate the F1 space pursuant to Section 7, Concessionaire’s obligation to re-program and renovate the F1 space pursuant to Section 5 is waived until the Passenger Traffic Trigger is achieved. PMGAA will notify Concessionaire, in writing, upon achievement of the Passenger Traffic Trigger. Upon notification, Concessionaire will have the Re-initiation Period to (i) submit for and receive PMGAA’s written approval of a revised concept for F3, (ii) conduct any necessary alterations pursuant to Section 5.2, and (iii) initiate concession operations pursuant to Section 7. Concessionaire’s failure to initiate concession operations in the F1 Space prior to expiration of the Re-initiation Period will subject Concessionaire to the penalties described in Exhibit E.
9. Concessionaire warrants and represents to PMGAA that: (i) all necessary actions have been taken to authorize the execution of this AMENDMENT 2 by Concessionaire; (ii) the persons who have executed this AMENDMENT 2 on behalf of Concessionaire are duly authorized to do so; and (iii) this AMENDMENT 2 constitutes a legal, valid and binding obligation of Concessionaire, enforceable against Concessionaire in accordance with its terms and the terms of the Agreement.

10. In all other respects the Food and Beverage Service Terminal Concession Lease Agreement shall remain unchanged and in full force and effect. The Agreement, as amended by this AMENDMENT 2 shall continue to be binding upon PMGAA and Concessionaire and their permitted successors and assigns.

11. All of the Recitals set forth above are incorporated into this AMENDMENT 2 by this reference.

12. Concessionaire recognizes and acknowledges that execution of his AMENDMENT 2 shall in no way constitute a waiver by PMGAA or any other sums which may be due and owing to PMGAA or which may hereafter accrue.

IN WITNESS WHEREOF, the Parties have entered into this AMENDMENT 2 as of the date first set forth above.

FOR PMGAA: FOR CONCESSIONAIRE:

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, an Arizona joint powers Authority.

KIND HOSPITALITY, INC. a Delaware corporation.

By: ____________________________________________  By: ________________________________

Name: J. Brian O’Neill, A.A.E.  Name: Nava Thuraisingam, CEO
Executive Director/CEO  Chief Executive Officer
Board Action Item

To:           Board of Directors
From:        Shea Joachim, CECd, Business Development Director
Through:    J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject:     First Amendment to Terminal Concession Lease Agreement with Paradies Lagardere@AZA, LLC
Date:        September 15, 2020

Proposed Motion
To authorize a First Amendment to the Terminal Concession Lease Agreement with Paradies Lagardere@AZA, LLC. The Amendment adjusts the MAG Rent and extends the Transition Period to September 30, 2021.

Narrative
A Request for Proposal (RFP) was issued on January 24, 2019 for a retail concessionaire to operate retail locations within the Airport Terminal. The Airport received two responses to the solicitation and the Paradies Lagardere@AZA, LLC submittal was approved by the PMGAA Board on June 18, 2019. The Retail Terminal Concession Lease Agreement became effective on October 1, 2019.

On March 11, 2020 State of Arizona Governor Doug Ducey issued a declaration of Public Health Emergency due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19. The COVID-19 pandemic has had a significantly negative impact on air travel. In July 2020, passenger traffic at Gateway Airport was down 40% over July 2019. The impacts of the COVID-19 pandemic have disrupted many of the assumptions used by Paradies Lagardere@AZA, LLC to develop their retail concession program proposal.

Agreement Amendment
The First Amendment to the Terminal Concession Lease Agreement (Amendment 1) eliminates the MAG Rent proposed by Paradies Lagardere@AZA, LLC (approximately $190,000 annually) and establishes a recalculation of MAG Rent based on a 12-month “look back” of actual sales activity in October 2021. In addition, Amendment 1 will extend the Transition Period to September 30, 2021 which will provide Paradies Lagardere@AZA, LLC an additional year to complete the Initial Improvements.

Attachment(s)
First Amendment to Terminal Concession Lease Agreement
RESOLUTION NO. 20-37

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

WHEREAS the Authority desires to authorize a First Amendment to the Terminal Concession Agreement with Paradies Lagardere@AZA, LLC. The amendment adjusts the MAG Rent and extends the Transition Period to September 30, 2021;

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

The Board of Directors of the Authority hereby authorize a First Amendment to the Terminal Concession Agreement with Paradies Lagardere@AZA, LLC. The amendment adjusts the MAG Rent and extends the Transition Period to September 30, 2021. This resolution also authorizes the Chair or Executive Director/CEO to execute such Agreement, with such insertions, 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 15th day of September, 2020.

__________________________________________
Gail Barney, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
This FIRST AMENDMENT to the Retail Services TERMINAL CONCESSION LEASE AGREEMENT (“AMENDMENT 1”) is executed to be effective as of the FIRST (1st) day of OCTOBER 2020 by and between the PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized and existing under the laws of the State of Arizona, its successors and assigns (“PMGAA”), and PARADIES LAGARDERE@AZA, LLC., an Arizona limited liability company (“Concessionaire”). PMGAA and Concessionaire may be referred to jointly as “Parties,” and each separately as a “Party”. This AMENDMENT 1 hereby amends that certain Terminal Concession Lease Agreement between PMGAA and Concessionaire dated and effective the FIRST (1st) day of OCTOBER 2019 (the “Agreement”), with respect to Concessionaire’s operation at the Airport Terminal at 6033 South Sossaman Road.

WITNESSETH:

WHEREAS, PMGAA and Concessionaire desire to enter into this AMENDMENT 1 in order to modify the Agreement;

WHEREAS, on January 31, 2020 Secretary Alex Azar of the United States Department of Health and Human Services declared a public health emergency to address the 2019 novel coronavirus (COVID-19);

WHEREAS, on March 11, 2020 State of Arizona Governor Doug Ducey issued a declaration of Public Health Emergency due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19;

WHEREAS, the impacts of COVID-19 have significantly disrupted domestic and international travel and resulted in significant declines in passenger traffic at the Airport Terminal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this AMENDMENT 1 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The provisions of SECTION 2.1 are hereby deleted in their entirety and replaced with the following:

   2.1 Initial Term. The Agreement shall commence on the Effective Date. The Term shall commence on the Date of Beneficial Occupancy and terminate TEN (10) years thereafter (the “Term”), unless sooner terminated as provided herein. The Date of Beneficial Occupancy shall mean the earlier of either substantial completion of the Initial Improvements, as defined in SECTION 5.3.1, or October 1, 2021 (“DBO”).

2. The provisions of SECTION 3.1.4 are hereby deleted in their entirety and replaced with the following:

   3.1.4 “MAG Rent” means the minimum annual guaranteed rent which shall be: (i) for the First Agreement Year, EIGHTY-FIVE PERCENT (85%) of the Percentage Rent payable by Concessionaire for the twelve month period immediately preceding the DBO, or (ii) for all subsequent
Agreement Years, the greater of: (a) the MAG Rent payable for the immediately preceding Agreement Year, or (b) EIGHTY-FIVE PERCENT (85%) of the Percentage Rent payable by Concessionaire for the immediately preceding Agreement Year.

3. The provisions of SECTION 3.1.5 are hereby deleted in their entirety and replaced with the following:

   3.1.5 “Monthly Installment of MAG Rent” means one-twelfth (1/12) of the MAG Rent for such Agreement Year.

4. The provisions of SECTION 3.2.4 are hereby deleted in their entirety and replaced with the following:

   3.2.4 Beginning on the Effective Date Concessionaire shall pay annual rent for storage spaces RS1 and RS2 in the amount of THIRTY-THREE and 00/100 DOLLARS (USD$33.00) per square foot, payable in monthly installments of One Thousand Six Hundred Twenty-Two and 50/100 Dollars ($1622.50) (“Storage Space Rent”). Storage Space Rent shall increase TWO PERCENT (2%) on October 1, 2021 and annually on each anniversary of the Effective Date thereafter.

5. The provisions of SECTION 5.3.3 are hereby deleted in their entirety and replaced with the following:

   5.3.3 Concessionaire shall complete construction and installation of the Initial Improvements to the Premises in time to permit business activities to commence fully within said Premises as soon as possible but no later than September 30, 2021. Otherwise, Concessionaire’s failure to complete said Initial Improvements and become operational by the aforementioned date may subject Concessionaire to the payment of a late opening penalty equal to ONE HUNDRED and 00/100 DOLLARS ($100.00) for each day Concessionaire’s commencement of business operations is delayed beyond September 30, 2021, which shall become due and payable to PMGAA, in addition to any other rent and fees due, within FIVE (5) business days of PMGAA’s written request therefor.

6. The provisions of SECTION 5.4 are hereby deleted in their entirety and replaced with the following:

   5.4 Requirements – Mid-Term Refurbishments. Concessionaire shall undertake refurbishment improvements to update and improve the visual appeal and functioning of the Premises during the Term. Such improvements (the “Refurbishment Improvements”) shall be valued at no less than approximately FIFTY THOUSAND EIGHT HUNDRED EIGHTY and 00/100 DOLLARS ($50,880.00), receive advance, written PMGAA approval prior to execution, construction and/or permitting and be completed no later than September 30, 2026. Failure to complete said Refurbishment Improvements within such timeframe may subject Concessionaire to the payment of a late opening penalty equal to TWO HUNDRED FIFTY and 00/100 DOLLARS ($250.00) for each day of delay, which shall become due and payable to PMGAA, in addition to any other rent and fees due, within FIVE (5) business days of PMGAA’s written request therefor. The actual completion of said Refurbishment Improvements shall be conducted in accordance with SECTION 5.3.2 herein, and Concessionaire shall validate its actual expenditures to PMGAA, in writing, within ONE HUNDRED TWENTY (120) calendar days of completion of said Refurbishment Improvements.

7. Concessionaire warrants and represents to PMGAA that: (i) all necessary actions have been taken to authorize the execution of this AMENDMENT 1 by Concessionaire; (ii) the persons who have executed this AMENDMENT 1 on behalf of Concessionaire are duly authorized to do so; and (iii)
this AMENDMENT 1 constitutes a legal, valid and binding obligation of Concessionaire, enforceable against Concessionaire in accordance with its terms and the terms of the Agreement.

8. In all other respects the Retail Services Terminal Concession Lease Agreement shall remain unchanged and in full force and effect. The Agreement, as amended by this AMENDMENT 1 shall continue to be binding upon PMGAA and Concessionaire and their permitted successors and assigns.

9. All of the Recitals set forth above are incorporated into this AMENDMENT 1 by this reference.

10. Concessionaire recognizes and acknowledges that execution of his AMENDMENT 1 shall in no way constitute a waiver by PMGAA or any other sums which may be due and owing to PMGAA or which may hereafter accrue.

IN WITNESS WHEREOF, the Parties have entered into this AMENDMENT 1 as of the date first set forth above.

FOR PMGAA: 

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, an Arizona joint powers Authority.

By: ________________________________  By: ________________________________

Name: J. Brian O’Neill, A.A.E.  Name: Gregg S. Paradies
Executive Director/CEO  President & CEO

FOR CONCESSIONAIRE:

PARADIES LAGADERE@AZA, LLC.  an Arizona limited liability company

By: ________________________________

Name: Gregg S. Paradies  President & CEO
Management Information Report

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: J. Brian O’Neill, A.A.E., Executive Director/CEO
Re: Solicitation Notification
Date: August 17, 2020

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

Active/Pending Solicitations

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2021-011-RFP</td>
<td>Pre-Conditioned Air Start Units</td>
<td>September 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-001-RFP</td>
<td>Wildlife Hazard Assessment</td>
<td>October 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-006-RFP</td>
<td>Fire system Testing, Inspecting, and Monitoring</td>
<td>October 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-012-RFP</td>
<td>Passenger Boarding Ramps</td>
<td>October 2020</td>
</tr>
<tr>
<td>Invitation for Bid</td>
<td>2021-013-IFB</td>
<td>Baggage Belt Loader</td>
<td>October 2020</td>
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</table>

Future Solicitations

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Scheduled for Release</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2021-014-RFP</td>
<td>Airfield Signs</td>
<td>September 2020</td>
<td>November 2020</td>
</tr>
</tbody>
</table>

If you have any questions about the solicitations or the procurement process, please feel free to contact me at 480-988-7613.
NOTICE AND AGENDA OF MEETING OF THE
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Phoenix-Mesa Gateway Airport Authority and to the public that the Phoenix-Mesa Gateway Airport Authority will hold a meeting open to the public on **Tuesday, October 20, 2020 beginning at 9:00 a.m.** in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by telephone. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board’s attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03 (A)(3)&(4).

The agenda for the meeting is as follows:

1. **Call to Order** (Mayor Gail Barney, Chair)
   
   *Members of the Phoenix-Mesa Gateway Airport Authority will attend either in person or by telephone conference call.*

2. **Roll Call** (Mayor Gail Barney, Chair)

3. **Pledge of Allegiance**

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

5. **Motion to Reconvene into Regular Session**

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

8. **Presentation: Allegiant** – Thayne Klingler, Director, Airport Affairs/Corporate Real Estate Allegiant Air

9. **Consent Agenda**
   
   a) **Minutes** of the Board Meeting held on September 15, 2020.

   b) **Resolution No. 20-38** – Authorizing a contract with Cross Fire Protection, LLC to provide Airport Wide Fire System Test, Inspect, Monitoring and Repair services for all fire protection/alarm systems installed throughout the Airport’s property, in an amount not-to-exceed $116,180, ($38,726.35 per year), excluding repair services, for the initial three (3) year contract period, with two (2) one-year renewal options, thereafter, prices will be considered annually.

   c) **Resolution No. 20-39** – Authorizing a contract with JE Fuller/Hydrology & Geomorphology, Inc. (JE Fuller) for Wildlife Hazard Assessment Services, in an amount not to exceed $67,490.00.
d) **Resolution No. 20-40** – Authorizing the purchase of two ADA Passenger Boarding Ramps from Timberline GSE in an amount not to exceed $130,168.00.

e) **Resolution No. 20-41** – Authorizing paving services with Ace Asphalt of Arizona, Inc. for Asphalt Rehabilitation Services for the Daily Parking Lot Asphalt Rehabilitation Project CIP 1088 in an amount not to exceed $168,606.

f) **Resolution No. 20-42** – Authorizing Phoenix-Mesa Gateway Airport Authority’s (PMGAA’s) insurance broker, USI Insurance Services LLC, to purchase benefit plans (medical, dental, vision, basic life/accidental death & dismemberment, and short-term disability) from various carriers. This consists of a 12-month renewal January 1, 2021 through December 31, 2021 with an estimated plan cost of $1,297,226.

g) **Resolution No. 20-43** – Authorizing an amendment to the Executive Director/CEO employment contract.

Consideration and Possible Approval of:

10. **Resolution No. 20-44** – Authorizing Amendment 1 to the Land Lease Agreement with Gateway Executive Airpark, LLC for lots 11-14.

11. **Resolution No. 20-45** – Authorizing the Executive Director to execute an operating agreement with Swoop, Inc. for commercial air service at the Airport.

12. Board Member Comments/Announcements

13. **Next Meeting:** Tuesday, November 17, 2020 at 9:00 a.m.

14. Adjournment

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

October 2020
Financial Snapshot

<table>
<thead>
<tr>
<th>OPERATING INCOME</th>
<th>August FY20</th>
<th>August FY21</th>
<th>Month Variance</th>
<th>FYTD Comparison FY20</th>
<th>FYTD Comparison FY21</th>
<th>FYTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>$1,858,108</td>
<td>$2,014,459</td>
<td>$156,351</td>
<td>$4,336,845</td>
<td>$3,834,277</td>
<td>($502,568)</td>
</tr>
<tr>
<td>Less Expenses</td>
<td>$1,644,552</td>
<td>$1,438,823</td>
<td>($205,729)</td>
<td>$3,236,603</td>
<td>$2,941,867</td>
<td>($294,736)</td>
</tr>
<tr>
<td>Operating Income</td>
<td>$213,556</td>
<td>$575,636</td>
<td>$362,080</td>
<td>$1,100,242</td>
<td>$892,410</td>
<td>($207,832)</td>
</tr>
</tbody>
</table>

Investment Fund Balances: As of August, Local Governmental Investment Pool (LGIP) 700 = $19,058,194; Wells Fargo; Collateralized Money Market = $1,632,159 and Collateralized CD’s = $15,944,866; Total $36,602,218. The month-over-month increase is attributable to investment earnings of $3,701.

Finance and Accounting

During the prolonged COVID-19 virus outbreak, Phoenix-Mesa Gateway Airport Authority (PMGAA, Authority) staff has been exploring new opportunities to generate additional aeronautical and non-aeronautical revenue during the pandemic-caused slowdown in commercial airline activity. Earlier this year, PMGAA leased out a large portion of an underutilized parking lot for car rental company vehicle inventory storage and coordinated the parking of surplus commercial airline aircraft on Phoenix-Mesa Gateway Airport’s (Airport, Gateway Airport) vast airfield.

Revenues are an important component of PMGAA’s long-term financial sustainability, but they are only half of the equation. Controlling operating expenses is also critically important during these challenging economic times. Some of PMGAA’s largest annual expenditures are on costs of goods sold, personnel, contractual services, utilities, and insurance.

Each year, PMGAA staff looks for creative ways to reduce or eliminate operational expenditures through advancing technologies and custom-made solutions. As an example, PMGAA has worked with its energy partners for several years to transition older indoor and outdoor airport lighting to newer, more efficient LED lighting; resulting in less maintenance costs and substantial energy savings. What a difference!
Grants, PFCs & Procurements

Active/Pending Solicitations

<table>
<thead>
<tr>
<th>TYPE OF SOLICITATION</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2021-001-RFP</td>
<td>Wildlife Hazard Assessment</td>
<td>October 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-006-RFP</td>
<td>Fire System Testing, Inspecting, and Monitoring</td>
<td>October 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-012-RFP</td>
<td>Passenger Boarding Ramps</td>
<td>October 2020</td>
</tr>
<tr>
<td>Invitation for Bid</td>
<td>2021-013-IFB</td>
<td>Baggage Belt Loader</td>
<td>October 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-014-RFP</td>
<td>Airfield Lighted Guidance Signs and Parts</td>
<td>November 2020</td>
</tr>
</tbody>
</table>

Future Solicitations

No scheduled future solicitations

Airport Operations

Consumer Confidence in Air Travel Continues to Grow!

Good news! Consumer confidence in air travel is growing and more and more commercial airline passengers are returning to Gateway Airport. A monthly passenger activity report for August 2020 revealed that the Airport continues to close the passenger activity “gap” created during the ongoing COVID-19 virus outbreak. In August, total passengers using the Airport were down 35% compared to the same month last year. That’s up from 42% down in July.

As Arizona enters the popular fall, winter, and spring seasons, Gateway Airport is confident that passenger activity numbers will continue to rebound as sun-seeking air travelers from the Midwest, upper Midwest, and Canada flock to greater Phoenix to escape cold weather at home and enjoy all that the Valley of the Sun has to offer. An advance look at Allegiant’s upcoming flight schedules for Gateway Airport shows an increase in flight frequency and nonstop destinations through the end of this year and into 2021.
Operations Statistics

<table>
<thead>
<tr>
<th>PASSENGER COUNTS</th>
<th>August</th>
<th>% Change</th>
<th>FYTD</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY20</td>
<td>FY21</td>
<td>FY20</td>
<td>FY21</td>
</tr>
<tr>
<td>Passengers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>112,762</td>
<td>73,611</td>
<td>-35%</td>
<td>271,559</td>
</tr>
<tr>
<td>Deplaned</td>
<td>56,871</td>
<td>37,785</td>
<td>-34%</td>
<td>138,010</td>
</tr>
<tr>
<td>Enplaned</td>
<td>55,891</td>
<td>35,826</td>
<td>-36%</td>
<td>133,549</td>
</tr>
<tr>
<td>Allegiant</td>
<td>112,699</td>
<td>73,561</td>
<td>-35%</td>
<td>271,359</td>
</tr>
<tr>
<td>Scheduled</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>WestJet</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Scheduled</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Swift</td>
<td>0</td>
<td>50</td>
<td>100%</td>
<td>0</td>
</tr>
<tr>
<td>Charter</td>
<td>63</td>
<td>0</td>
<td>-100%</td>
<td>200</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATIONS</th>
<th>August</th>
<th>% Change</th>
<th>FYTD</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY20</td>
<td>FY21</td>
<td>FY20</td>
<td>FY21</td>
</tr>
<tr>
<td>Air Carrier</td>
<td>863</td>
<td>912</td>
<td>6%</td>
<td>1,981</td>
</tr>
<tr>
<td>Military</td>
<td>233</td>
<td>264</td>
<td>13%</td>
<td>554</td>
</tr>
<tr>
<td>General Aviation</td>
<td>20,936</td>
<td>18,487</td>
<td>-12%</td>
<td>42,218</td>
</tr>
<tr>
<td>TOTAL</td>
<td>22,032</td>
<td>19,663</td>
<td>-11%</td>
<td>44,753</td>
</tr>
</tbody>
</table>

Gateway Aviation Services

Gateway Airport pumped more than 1.5 MM gallons of aviation fuel in August 2020. The team at Gateway Aviation Services, the Airport-owned fixed base operator (FBO) endured record-setting summer temperatures all month long as they worked long days fueling commercial, pilot training school, military, general aviation, corporate, and U.S. Forest Service aircraft. While we certainly wish there weren’t any wildfires to fight, PMGAA is very proud to play a small part in their efforts to keep Arizona safe.

In FY20, Gateway Aviation Services team members completed 54,583 fueling transactions and pumped 17,724,568 gallons of aviation fuel during the 12-month period.

<table>
<thead>
<tr>
<th>FUEL (Gallons)</th>
<th>August</th>
<th>% Change</th>
<th>FYTD</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY20</td>
<td>FY21</td>
<td>FY20</td>
<td>FY21</td>
</tr>
<tr>
<td>Retail (Jet A)</td>
<td>51,605</td>
<td>34,085</td>
<td>-34%</td>
<td>101,038</td>
</tr>
<tr>
<td>AvGas</td>
<td>54,655</td>
<td>46,944</td>
<td>-14%</td>
<td>111,072</td>
</tr>
<tr>
<td>Contract</td>
<td>293,280</td>
<td>373,234</td>
<td>27%</td>
<td>823,091</td>
</tr>
<tr>
<td>Commercial</td>
<td>915,707</td>
<td>1,094,657</td>
<td>20%</td>
<td>2,104,629</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,315,247</td>
<td>1,548,920</td>
<td>18%</td>
<td>3,139,830</td>
</tr>
</tbody>
</table>
Community Noise Report

In August 2020, PMGAA received aircraft noise calls from a total of 15 area residents. This compares to the seven callers that contacted the Airport about aircraft noise last August.

| CALLERS | August FYTD |  |  |  |
|---------|-------------|-------------------------------|-------------------------------|
|         | FY20 FY21   | FY20 FY21                     | FY20 FY21                     |
| Total   | 7 15        | 17 21                         | 17 21                         |

| AIRCRAFT TYPE | August FYTD |  |  |  |
|---------------|-------------|-------------------------------|-------------------------------|
|               | FY20 FY21   | FY20 FY21                     | FY20 FY21                     |
| Commercial    | 6 6         | 16 9                          |                               |
| GA Total      | 0 0         | 0 9                           |                               |
| Helicopter    | 0 0         | 0 0                           |                               |
| Military      | 1 2         | 1 3                           |                               |
| Total         | 7 15        | 17 21                         | 17 21                         |

| LOCATION | August FYTD |  |  |  |
|----------|-------------|-------------------------------|-------------------------------|
|          | FY20 FY21   | FY20 FY21                     | FY20 FY21                     |
| Mesa     | 4 5         | 11 6                          |                               |
| Gilbert  | 2 2         | 3 4                           |                               |
| Gold Canyon | 0 4     | 0 5                           |                               |
| Queen Creek | 0 2     | 1 4                           |                               |
| Queen Valley | 0 1      | 0 1                           |                               |
| San Tan Valley | 1 0     | 1 0                           |                               |
| Apache Junction | 0 0 | 1 0                           |                               |
| Chandler  | 0 1         | 0 1                           |                               |
| TOTAL     | 7 15        | 17 21                         | 17 21                         |

Business Development

Private commercial development on the Airport is a critical component of PMGAA’s long-range plan to ensure financial sustainability. PMGAA is expecting a significant number of Airport land lease agreements with future aeronautical and non-aeronautical tenants, which will assist in funding Airport facility and infrastructure projects during the next couple of decades…or longer.

An important infrastructure project that will “unlock” the east side of the Airport for private development and provide the necessary utilities – sewer, water, fiber – for developers is the new Hawes Road Bridge, being constructed as part of the Ellsworth Channel Relocation Project.

Sometime in the future, when demand warrants it and a funding plan is in place, this bridge will serve as the main entrance for Gateway Airport’s new commercial passenger terminal. That project, and others, are partially dependent on PMGAA’s success in luring private development to Gateway Airport and the Phoenix East Valley.
Marketing and Community Relations

As the aviation industry, and airlines in particular, continue to struggle to return to pre-COVID-19 activity levels, Gateway Airport is focused on growing and improving The Allegiant Alliance to help its largest airline, Allegiant, reach new heights in greater Phoenix and jumpstart a return of Allegiant passengers nationwide. The Allegiant Alliance is a unique marketing collaborative that connects all Allegiant cities offering nonstop service to Gateway Airport. The goal of the program is to engage airport marketing departments, convention and visitor bureaus, and chambers of commerce in Allegiant destination cities to actively and regularly cross-promote their local information and what makes their community or region a fun and exciting place to visit.

The program is heavily social media driven, but also uses airport websites and other electronic mediums to disseminate helpful information. The benefit of The Allegiant Alliance is increased reach and engagement, with the ultimate goal of increased ticket sales.

So, whether it’s a breathtaking national park, a one-of-a-kind experience, a legendary annual event, or some other epic “must see, must do” activity for individuals, couples, families, or larger groups, The Allegiant Alliance is working hard with its partners to help spread the word. When you’re ready for a memorable experience, Allegiant is ready to take you there!

Nonstop Swoop service to Edmonton, Alberta, Canada returns on October 25th

Nonstop Allegiant service to Santa Maria, California begins on November 19th
A public meeting of the Phoenix-Mesa Gateway Airport Authority (PMGAA) was convened on Tuesday, September 15, 2020, beginning at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona.

**Members Present**
- Mayor Gail Barney, Queen Creek
- Councilwoman Thelda Williams, Phoenix (*via videoconference*)
- Mayor John Giles, Mesa (*via videoconference*)
- Councilmember Scott September, Gilbert
- Mayor Jeff Serdy, Apache Junction
- Lt. Governor Robert Stone, Gila River Indian Community (*via videoconference*)
- *Neither present nor represented*

**Airport Staff Present**
- J. Brian O’Neill, Executive Director/CEO
- Scott Brownlee, Deputy Director/COO
- Chuck Odom, CFO
- Misty Johnson, Clerk of the Board
- Jill Casson Owen, Attorney (*via videoconference*)

**Guests Present**
- Perry Koon, Koon-Boen, Inc.

1. **Call to Order** at 9:01 a.m. (Mayor Barney)
2. **Pledge of Allegiance**
3. **Call to the Public**
   There were no public comments.
4. **Executive Director’s Report** J. Brian O'Neil, A.A.E., Executive Director/CEO
   Executive Director O’Neill provided a briefing on PMGAA financial performance, passenger activity, the community noise report, and various Airport projects. Fiscal Year-to-Date (FYTD) Net Operating Income is $316,776.
   - The performance metrics for year-end fiscal year 2020 (YEFY20) show a -16% decrease in total commercial passengers and net operating income of $2,461,546.
   - Gateway Airport has experienced a significant return of airport activity since the COVID-19 pandemic started in mid-March. Pilot training programs are back at 100%, corporate aircraft activity is increasing, the U.S. Forest Service-Mesa Base has had a busy fire season, and transient military activity has also returned at Gateway Airport.
   - Commercial passenger statistics show the decimation of commercial airline service in April and a steady, continued recovery throughout the summer. For the month of August, commercial passenger activity at Gateway Airport was down 35% compared to the same time period last year. Air traveler confidence continues to build, which is good news for the tourism/hospitality industry in greater Phoenix. Mayor Serdy asked if Allegiant’s practice is to fill the planes to capacity. Executive Director O’Neill confirmed they are filling planes as much as they can and are not reserving middle seats.
Passengers are required to wear a mask at check-in, through security, while waiting at the gate and during the flight.

- Swoop Airlines has announced it is returning to Gateway Airport with nonstop service to Edmonton beginning October 25th. The ultra-low-cost Canadian airline will initially offer two flights per week but will increase to four flights per week starting in December. Talks continue about the return of their Winnipeg service.
- WestJet Airlines has not announced a return to Gateway Airport yet.
- Allegiant Air has announced non-stop service to Santa Maria, California beginning November 19th.
- Gateway Executive Airpark’s 187,000 SF Hangar is in the final stages of design and permitting with the City of Mesa. The steel is going up on the new 65,000 SF APS Corporate Headquarters/Hangar Complex. It is anticipated they will be in their new facility by the end of February 2021.
- Aerocircular’s 50,000 SF hangar is wrapping up construction and should be operational by November. The Belgium-based company will be “upcycling” Boeing 737 aircraft. Able Aerospace Services’ 50,000 SF facility expansion was completed earlier this year and allowed the Textron subsidiary to add new service offerings and approximately 120 new employees. SkyBridge Arizona’s 53,000 SF flex industrial building is complete. The team of SkyBridge is working with several interested potential tenants. The 82,500 SF SkyBridge hangar is under construction and is dramatically changing the landscape at the south end of the Airport. The hangar is scheduled to be completed by the end of November.
- On September 8th, PMGAA gave a Notice to Proceed to the contractor of the new air traffic control tower. At the urging of Chairman Barney, Lt. Governor Stone, and Councilmember September, PMGAA staff will evaluate several different opportunities to hold a COVID-19 compatible ground-breaking ceremony.
- The Ellsworth Channel has been relocated to the perimeter of the 700 acres located on the east side of the airfield to allow for future development. The Ellsworth Channel bisected the property and was creating development challenges. Executive Director O’Neill extended an invitation to the Board to tour this massive and expansive project.
- The Hawes Road Bridge is under construction. The girders have been placed. Over the next two weeks the deck will be secured, and the concrete poured. This massive bridge will eventually serve as the front door for Gateway Airport’s future demand-driven commercial passenger terminal.
- The Terminal Concession Construction Program continues to move forward. O.H.S.O. Brewery is now open, and Paradise Bakery is closed while contractors construct a new Panera Bread directly across from the security screening checkpoint. Once the Panera Bread is operational, and commercial passenger numbers warrant it, the Copper Plate Restaurant will close, and construction will begin on the new Macayo’s Mexican Restaurant.

5. Consent Agenda

a) Minutes of the Board Meeting held on July 21, 2020.

b) Resolution No. 20-32 Adoption of the revised Airport Rates and Charges schedule with an effective date of October 1, 2020.

c) Resolution No. 20-33 Authorizing the purchase of one tractor from Bingham Equipment Company, in an amount not to exceed $57,390.07.
d) **Resolution No. 20-34** Authorizing the purchase of three (3) skid mounted Preconditioned Air Units (PCAir) from **ITW GSE** in an amount not to exceed $288,376 under CIP 1097. The amount proposed includes an extended warranty.

e) **Resolution No. 20-35** Authorizing annual changes to the **Airport Rules and Regulations**.

    Mayor John Giles moved to approve the Consent Agenda
    Mayor Jeff Serdy seconded the motion.
    The motion was carried unanimously.

Consideration and Possible Approval of:

6. **Resolution No. 20-36** Authorizing a Second Amendment to the Terminal Concession Agreement with **Kind Hospitality, Inc.** The amendment adjusts the Minimum Annual Guaranteed (MAG) Rent, establishes a Passenger Traffic Trigger for the F3 space, and extends the Transition Period to September 30, 2021.

    Councilmember Scott September moved to approve Resolution No. 20-36
    Mayor Jeff Serdy seconded the motion.
    The motion was carried unanimously.

7. **Resolution No. 20-37** Authorizing a First Amendment to the Terminal Concession Lease Agreement with **Paradies Lagardere@AZA, LLC.** The amendment adjusts the MAG Rent and extends the Transition Period to September 30, 2021.

    Lt. Governor Robert Stone moved to approve Resolution No. 20-37
    Mayor Jeff Serdy seconded the motion.
    The motion was carried unanimously.

8. **Board Member Comments/Announcements.**
   
   • Mayor Barney welcomed Councilmember Scott September as the newest member of the PMGAA Board of Directors. Councilmember September represents the Town of Gilbert.
   
   • Regarding Resolutions 20-36 and 20-37, Councilmember September thanked the leadership and staff for coming up with options to support companies doing business at the airport.

9. **Next Meeting: Tuesday, October 20, 2020** at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by telephone/videoconference.

10. **Adjournment.**
    The meeting adjourned at 9:33 a.m.

Dated this _____ day of __________ 2020.

__________________________________________
Misty Johnson, Clerk of the Board
Board Action Item

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Airport Wide Fire System Test, Inspect, Monitoring & Repair Services–Cross Fire Protection, LLC
Date: October 20, 2020

Proposed Motion
To authorize a contract with Cross Fire Protection, LLC to provide Airport Wide Fire System Test, Inspect, Monitoring and Repair services for all fire protection/alarm systems installed throughout the Airport’s property, in an amount not-to-exceed $116,180, ($38,726.35 per year), excluding repair services, for the initial three (3) year contract period, with two (2) one-year renewal options, thereafter, prices will be considered annually.

Narrative
The Airport’s property is comprised of thirty-four (34) commercial buildings, warehouse buildings, hangars and encompasses approximately 486,682 square feet. The Airport’s systems consist of:

Two (2) Fire Pump Systems:

**South Central Fire Systems**
- Quantity -Three (3), 2500GPM fire pumps
- Hangar 31: Wet Pipe Foam System; Wet Pipe Fire Sprinkler System
- Hangar 32: Wet Pipe Fire Sprinkler System

**Pump House Fire Systems**
- Quantity - Four (4), 1500GPM Pumps
- Hangar 1084: Pre-Action/Deluge Foam System; Wet Pipe Fire Sprinkler System
- Hangar 1092: Pre-Action System

Twenty-four (24) Buildings are not on the Airport’s pump system but are on city fire protection water. These 24 buildings are a combination of dry stand systems, wet systems, deluge systems and pre-action systems and have alarm systems with a combination of cell dialer and phone lines for monitoring.

The Request for Proposals (RFP), Solicitation 2021-006-RFP was issued on July 28, 2020, and advertised in the Arizona Business Gazette on 08/06, 08/13 and 08/20/20; it was also posted on the AzAA Website as well as the Phoenix-Mesa Gateway Airport Authority Website. In addition, the RFP was emailed to a list of 24 prospective firms. The Airport received five (5) proposals:
The Evaluation Panel reviewed the proposals and determined that the submittal from Cross Fire Protection, LLC is the best value and satisfies the detailed requirements for the Airport based on the award criteria.

**Fiscal Impact**
This project is included in FY21 operating budget for the Engineering and Facilities Department.

**Attachment(s)**

**Contract for Airport Wide Fire System Services**
**Proposal**
RESOLUTION NO. 20-38

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

WHEREAS the Authority desires to authorize a contract with Cross Fire Protection, LLC to provide Airport Wide Fire System Test, Inspect, Monitoring and Repair services for all fire protection/alarm systems installed throughout the Airport’s property, in an amount not-to-exceed $116,180, ($38,726.35 per year), excluding repair services, for the initial three (3) year contract period, with two (2) one-year renewal options, thereafter, prices will be considered annually;

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 contract with Cross Fire Protection, LLC to provide Airport Wide Fire System Test, Inspect, Monitoring and Repair services for all fire protection/alarm systems installed throughout the Airport’s property, in an amount not-to-exceed $116,180, ($38,726.35 per year), excluding repair services, for the initial three (3) year contract period, with two (2) one-year renewal options, thereafter, prices will be considered annually. This resolution also authorizes the Chair or Executive Director/CEO to execute such contract, with such insertions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of October, 2020.

Gail Barney, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board  Jill Casson Owen, Attorney
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY

AND

CROSS FIRE PROTECTION LLC

FOR

FIRE SYSTEMS TESTING, INSPECTION, MONITORING
AND REPAIR SERVICES

CONTRACT NUMBER C-20200138

The Phoenix-Mesa Gateway Airport is owned and operated by the Phoenix-Mesa Gateway Airport Authority (PMGAA), a joint powers airport authority authorized by the State of Arizona and consisting of the City of Mesa, City of Phoenix, City of Apache Junction, Town of Gilbert, Town of Queen Creek and the Gila River Indian Community.
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Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona (“PMGAA”) desires performance of the services more fully described in this Contract Number C-20200138 (“Contract”) and the attached exhibits. Cross Fire Protection LLC, an Arizona Limited Liability Company (“Consultant”), with its principal offices located at 703 E. Ironwood Drive, Chandler, Arizona, 85225, desires to perform these services.

Recitals

A. PMGAA requires the services as described in this Contract, including any and all exhibits and amendments, and Consultant is willing to provide these and other services under this Contract; and

B. PMGAA desires to contract with Consultant to provide services as noted herein.

Now therefore, in consideration of the recitals and the mutual covenants set forth below, PMGAA and Consultant agree as follows.

SECTION I – CONSULTANT SERVICES

The services to be performed by Consultant are specified in this Contract. PMGAA will not pay Consultant for any services that have not been authorized under the Contract. There is no guarantee of a minimum purchase of services.

The anticipated services to be provided by Consultant under this Contract shall generally include, but not be limited to, the following: Fire System Testing, Inspection, Monitoring, and Repair Services throughout PMGAA property, as more specifically described in the detailed scope of services attached as EXHIBIT A, “Scope of Services & Fee Schedule” and EXHIBIT E, “Building and Services Breakdown and Summary.”

Consultant is to provide all labor, materials, equipment and supervision necessary to perform testing, inspection, monitoring, maintenance and repairs as detailed in this Contract to the satisfaction of PMGAA and in accordance with applicable laws, codes and standards, and specifications.

Services are to be provided during normal working hours of Monday – Friday 7:00 am to 5:00 pm, excluding holidays.

PMGAA’s authorized representative shall be the PMGAA Engineering and Facilities Director, or his/her duly authorized representative, and that he/she shall be the sole contact for administering this Contract.

All services provided by Consultant under this Contract must be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Arizona. Consultant makes no other warranty, expressed or implied.

Consultant must maintain throughout the Base Term or any extension thereof, a current State of Arizona license to provide fire alarm system inspections.

SECTION II – PMGAA RESPONSIBILITIES

PMGAA shall furnish Consultant, at no cost to Consultant, the following information or services for this Contract:

A. Access to copies of readily available maps, records, as-built drawings, benchmarks or other data pertinent to work assignments affiliated with this Contract. This does not, however, relieve Consultant of the responsibility of searching records for additional information, for requesting specific information or for verification of that information provided. PMGAA does not warrant the accuracy or comprehensiveness of any information or documents provided to Consultant.

B. In PMGAA’s discretion and upon Consultant’s reasonable request, access to staff for consultation with Consultant during the performance of this contract in order to identify the problems, needs, and other functional aspects of the work.

C. Prompt review of and feedback on Consultant’s deliverables. PMGAA will advise Consultant concerning progress of PMGAA’s review of the work, as needed.
SECTION III - PERIOD OF SERVICE

Consultant shall complete all work in accordance with the provisions of this Contract as amended.
All work initiated under this Contract must be completed on or before the expiration date of the Contract as amended.
The term of this Contract shall commence on November 1, 2020 and ends on October 31, 2023 (“Base Term”), unless terminated, canceled or extended as provided in this Contract. This Contract has two (2) optional one-year extensions that PMGAA may exercise as its sole discretion. Prior to the expiration of the Contract Base Term, PMGAA may elect to extend the Contract. If PMGAA exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the extended period with the possible exception of price. Any extension of this Contract shall require an Amendment signed by both parties.

SECTION IV – KEY PERSONNEL

The Consultant itself shall provide all services to be performed under this Contract. If Sub-Consultants are required by Consultant to perform any services listed under this contract, Consultant shall notify PMGAA prior to authorizing work by said Sub-Consultants. PMGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.

SECTION V - PAYMENTS TO THE CONSULTANT

Consultant will be paid for work performed under this Contract plus any adjustments that have been approved in writing by PMGAA in accordance with PMGAA’s Procurement Policy. Payments will be made in accordance with EXHIBIT B, “Compensation.”
All services to be rendered by Consultant are subject to the terms of EXHIBIT B, “Compensation” attached hereto.
PMGAA does not guarantee any minimum or maximum fee during the Term of this Contract, and Consultant, in executing this Contract, shall not anticipate or require any minimum or maximum fee.
PMGAA shall pay Consultant for services authorized and rendered under this Contract at the completion of each work assignment, provided Consultant has satisfactorily completed the requested work.

SECTION VI - ALTERATION IN SCOPE OF SERVICES

For any alteration in the Scope of Services that would materially increase or decrease the Contract fee, the parties shall negotiate an amendment to the Contract to be executed by PMGAA and Consultant. No work shall commence on any amendment or change until the amendment has been approved by PMGAA and Consultant has been notified to proceed by PMGAA. No claim for extra work done or materials furnished by Consultant will be allowed by PMGAA, except as provided herein, nor shall Consultant do any work or furnish any materials not covered by this Contract unless the work is first authorized in writing by PMGAA and the change complies with PMGAA’s Procurement Policy. Any work or materials furnished by Consultant without advance, written authorization will be at Consultant’s own risk, cost, and expense. Without written authorization, Consultant shall make no claim for compensation for such work or materials furnished.

SECTION VII - WORK ASSIGNMENT COMPLETION

If, during the Term of this Contract, situations arise which prevent work completion within the allotted time, PMGAA may grant an appropriate time extension.

SECTION VIII - OWNERSHIP OF DOCUMENTS

Any documents, including all electronic copies thereof, prepared under or as a result of this Contract, shall be the property of PMGAA. To the extent necessary to effectuate such ownership, Consultant hereby assigns all right, title and interests to such documents to PMGAA. Consultant shall execute any separate contracts or documents, if any, which may be necessary to implement the terms of this Section.
All of Consultant’s documents prepared under this Contract, including electronic files, are instruments of service. All of these documents become the property of PMGAA upon completion of the services and payment in full to Consultant. PMGAA may reuse or modify the documents, as it deems necessary, without Consultant’s prior written authorization. PMGAA shall indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, the “Consultant”) against any and all damages, liabilities or costs arising from PMGAA’s modification of documents produced by Consultant under this Contract unless Consultant authorizes the modification in writing.

SECTION IX - COMPLIANCE WITH LAWS

Consultant shall comply with all federal, state and local laws, local ordinances, regulations, and codes throughout the Term.

Consultant’s signature on this Contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform and Control Act of 1986 for all personnel that Consultant and any subconsultants employ to complete any work assignment.

PMGAA shall administer this Contract in accordance with PMGAA’s Procurement Policy.

SECTION X - GENERAL CONSIDERATIONS

A. The failure of either party to enforce any of the provisions of this Contract or require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of the provisions, nor shall it affect the validity of this Contract or the right of either party to enforce each and every provision.

B. The fact that PMGAA has accepted or approved Consultant’s work shall in no way relieve Consultant of responsibility for the work under this Contract.

C. This Contract shall be governed by the laws of the state of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract, or any provision thereof, shall be instituted only in the courts of the state of Arizona.

D. All exhibits to this Contract and any amendments to the Contract are incorporated into it.

SECTION XI - NO KICK-BACK CERTIFICATION

Consultant warrants that no person has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the PMGAA Board of Directors or any employee of PMGAA has any interest, financially or otherwise, in Consultant’s firm.

For breach or violation of this warranty, PMGAA may annul this Contract without liability.

SECTION XII – SUSPENSION OF SERVICES

Consultant shall, within five (5) business days upon receiving written notice from PMGAA, suspend, delay, or interrupt all or a part of the Scope of Services. Consultant shall resume the Scope of Services within five (5) business days of receiving written notice from PMGAA.

SECTION XIII – TIMES OF PAYMENTS

Consultant shall submit invoices to PMGAA for services actually completed as follows:

Test and Inspect Services – upon completion of services
Monitoring Services – quarterly
Repair Services – upon completion of services
PMGAA shall review, certify, and approve or reject each invoice in whole or in part. PMGAA shall pay each approved invoice within fifteen (15) calendar days of the date that PMGAA approves the invoice.

**SECTION XIV – TIMELY REVIEW**

PMGAA will review Consultant’s studies, reports, proposals, and other related documents and render any decisions required by Consultant in a timely manner. Notwithstanding these reviews, Consultant remains solely responsible for all of its deliverables and services under this Contract. By PMGAA’s reviews, PMGAA does not assume any liability for or retained control over Consultant’s work or Consultant’s responsibility for the safety of its employees.

**SECTION XV – DISPUTE RESOLUTION**

All disputes between PMGAA and Consultant arising out of or relating to this Contract will be subject to the Dispute Resolution provisions as set forth in EXHIBIT D, “PMGAA Standard Terms and Conditions”, attached hereto and incorporated herein by reference.

PMGAA and Consultant shall include a similar dispute resolution provision in all contracts with other contractors and consultants retained for the Project and shall require all other independent contractors and consultants to include a similar dispute resolution provision in all contracts with subcontractors, subconsultants, suppliers or fabricators retained by them.

**SECTION XVI - LIABILITY OF CONSULTANT**

To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its member governments, departments, officers, employees, and agents from and against damages arising out of any act, error, or omission of Consultant relating to its services under this Contract.

**SECTION XVII - LAWS AND REGULATIONS**

All federal, state, and local laws and regulations that relate to Consultant’s services apply to Consultant’s performance of this Contract throughout. These laws and regulations are deemed included in this Contract the same as though written out in full, especially the current applicable Federal Aviation Administration (FAA) rules and regulations associated with airport projects; pertinent Airport engineering standards; and local rules, regulations, and industry standards.

**SECTION XVIII – ARCHAEOLOGICAL RESOURCE PROTECTION**

While performing services under this Contract, Consultant may encounter a known or unknown archaeological site located at the Airport. If Consultant encounters what it believes to be an archaeological site, Consultant shall immediately notify PMGAA of the site’s location and take all reasonable precautions to protect and preserve the site until PMGAA otherwise directs.

**SECTION XIX INSURANCE REQUIREMENTS**

1. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

2. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:

   a. Commercial General Liability: Insurance Services Office Form CG 00 01 covering Bodily Injury and Property Damage on an “occurrence” basis, including personal & advertising injury with limits no less than $1,000,000 per occurrence, $2,000,000 General Aggregate.

   b. Auto Liability: ISO Form CA 00 01 covering any auto (Symbol 1), or if Consultant has no owned autos,
hired, (Symbol 8) and non-owned autos (Symbol 9), with limit no less than $5,000,000 Combined Single limit per accident for bodily injury and property damage.

c. Workers’ Compensation: Statutory Limits as required by the state of Arizona, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. If the Consultant maintains higher limits than the minimums shown above, PMGAA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PMGAA.

5. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:

a. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to PMGAA.

b. Waiver of Subrogation: Consultant waives any right to subrogation. Consultant shall obtain an endorsement necessary to affect this waiver of subrogation from the insurer for all lines of coverage required by this Contract, except Workers Compensation, for claims arising out of the Consultant’s work or service.

c. Primary Coverage: For all claims related to this Contract, all of Consultant’s insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by PMGAA, its officers, officials, employees, or volunteers will be in excess of Consultant’s insurance and will not contribute with it.

d. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by PMGAA. PMGAA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, VII, unless otherwise acceptable to PMGAA.

f. Verification of Coverage: Consultant shall furnish PMGAA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PMGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide the required insurance. PMGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

g. Subcontractors: Consultant shall require and verify that all subcontractors, if applicable, maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that PMGAA is an additional insured on insurance required from subcontractors.

h. Special Risks or Circumstances: PMGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

SECTION XX NOTICES

Any notice, report or information which may be or is required to be given under this Contract will be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO PMGAA: Phoenix-Mesa Gateway Airport Authority  
Attn: Engineering and Facilities Director  
5835 South Sossaman Road  
Mesa, Arizona 85212
TO CONSULTANT: Cross Fire Protection LLC
Attn: P. Shayne Castellani
703 E. Ironwood Drive
Chandler, AZ 85225

or to such other person(s) or address(es) as any such Party may designate from time to time by notice to the other Parties in accordance with this Section.

Executed as of the Commencement Date.

CONSULTANT
Cross Fire Protection LLC, an Arizona
Limited Liability Company

By: __________________________
Name: Peter Shayne Castellani
Title: OWNER
Date: 9/17/2020

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

By: __________________________
Name: J. Brian O'Neill, A.A.E.
Title: Executive Director/CEO
Date: __________________________
EXHIBIT A – SCOPE OF SERVICES & FEE SCHEDULE

The services to be performed by Consultant and the completion of related efforts are specified in the following Scope of Services & Fee Schedule agreed to by the parties.

PMGAA reserves the right to add, remove and/or revise the number of buildings, systems, and frequency of services as needed.

SCOPE OF SERVICES

1. Test and inspect services, as detailed below, based on the quantity and frequency and for the buildings set forth in the pricing table in Exhibit A.

   a. Fire Alarm System Inspection per NFPA 72
      i. A complete functional test of the control panel and all related circuits.
      ii. Control panel switches, lights, and wiring terminations will be checked and batteries will be load tested.
      iii. All detection circuits, pull stations, and water flow/tamper switches, and audio/visual (notification) devices will be tested.
      iv. All smoke detectors, heat detector, and duct detectors will be tested and cleaned.
      v. A final report based on the NFPA requirements will be completed detailing the results of the test and will be delivered and reviewed with the owner no later than 30 (thirty) days after the test and inspection.

   b. Fire Sprinkler System Inspection per NFPA 25
      i. Service will include all control valves being exercised and sealed.
      ii. Water pressure will be recorded including residual pressure during a main drain flow test.
      iii. All inspector's test valves will be exercised and water flow alarms will be confirmed.
      iv. The fire sprinkler riser will be inspected for signage, valve positions and a stocked spare sprinkler head box.
      v. All visible distribution piping will be inspected for corrosion and visible sprinkler heads inspected for discharge blockage and foreign material.
      vi. A final report based on the NFPA requirements will be completed detailing the results of the test and will be delivered and reviewed with the owner no later than 30 (thirty) days after the test and inspection.

   c. Pre-Action / Deluge System Inspection per NFPA 25
      i. Service will include a complete functional test of the control panel and all related circuits.
      ii. Control panel switches, lights, and wiring terminations will be checked and batteries will be load tested.
      iii. All detection circuits, manual pull stations, and audio/visual (notification) devices will be tested.
      iv. All smoke detectors, heat detectors will be tested and cleaned.
      v. Service also includes inspection of the pre-action fire sprinkler riser, alarm initiating devices, and a flow test of the riser.
      vi. A final report based on the NFPA requirements will be completed detailing the results of the test and will be delivered and reviewed with the owner no later than 30 (thirty) days after the test and inspection.

   d. Standpipe System Inspection per NFPA 25
      i. Service will include inspection of all system piping, hose connections, waterflow devices, cabinets, hose storage devices, and gauges.
      ii. A final report based on the NFPA requirements will be completed detailing the results of the test and will be delivered and reviewed with the owner no later than 30 (thirty) days after the test and inspection.
e. **Fire Pump Test and Inspection per NFPA 20**
   i. The inspection of the electric/diesel fire pump will be conducted under minimum, rated and peak flows of fire pump by controlling the quantity of water discharged.
   ii. The test will be conducted using the available suction water supply.
   iii. Pump suction and discharge pressure measurements will be used to determine the total pump output.
   iv. The fire pump and associated control equipment will be energized and suction water will be flowed for the time required to take the required measurements and meet the requirements of the test.
   v. Water drainage and effects from water run off can be an environmental and safety hazard and is the responsibility of the owner to manage and maintain.
   vi. A final report based on the NFPA requirements will be completed detailing the results of the test and will be delivered and reviewed with the owner no later than 30 (thirty) days after the test and inspection.

f. **Backflow Valve Test and Inspection per local code requirements**
   i. The inspection and functional testing of the backflow check valve including a visual inspection and a mechanical test to ensure the valve is in good operating condition and is operating within the correct parameters.
   ii. If the backflow valve initial test indicates it is operating out of specifications, the valve will be disassembled, inspected, cleaned, re-assembled and re-tested for proper operation.
   iii. Additional materials and labor for any needed repairs are an additional cost. No repair work shall be done without the prior written authorization of PMGAA. PMGAA is under no obligation to utilize Consultant for any repairs.
   iv. A final report based on the local water purveyor requirements will be completed detailing the results of the test and will be delivered and reviewed with the owner no later than 30 (thirty) days after the test and inspection. A copy of the report will be submitted to the local water purveyor.
   v. Consultant shall be responsible for submitting all required reports of the test results to the City of Mesa, in the city’s required time frame.

g. **AFFF Foam / Water Sprinkler Inspection per NFPA 25 and 16**
   i. The operation test will be conducted to ensure that the system responds as designed, both automatically and manually.
   ii. Test procedures will simulate anticipated emergency events so the response of the system can be evaluated.
   iii. Where discharge from the discharge devices would create hazardous conditions or create damage to the facilities or products being protected, alternate methods will be applied to complete the operational testing.
   iv. Testing and inspection will be completed for response time, discharge time, discharge patterns, pressure readings, concentration testing.
   v. After completion of the testing the system will be returned to service and the foam concentrate tank shall be replenished to the designed level.
   vi. A final report based on the NFPA requirements will be completed detailing the results of the test and will be delivered and reviewed with the owner no later than 30 (thirty) days after the test and inspection.

h. **Fire Hose and Valve Inspection per NFPA 25**
   i. Service includes operation of the hose valve through its full range of motion with the hose being returned to its normal operation upon completion.
   ii. A visual verification will be done to ensure that the valve is in its normally closed position, assessable, free of external leaks and provided with appropriate documentation.
   iii. A final report based on the NFPA requirements will be completed detailing the results of the test and will be delivered and reviewed with the owner no later than 30 (thirty)
days after the test and inspection.

i. Consultant shall notify PMGAA, no less than two (2) weeks prior to each inspection due date to schedule the inspection.

j. PMGAA shall determine who will correct any system deficiencies found during testing by Consultant.

k. Test and inspect services will be done the following months:
   Quarterly: October, January, April, and July
   Semi-Annual: January and July
   Annual: July

2. **Annual monitoring services, as detailed below, based on the quantity and frequency for the buildings set forth in the pricing table in Exhibit A.**
   a. Monitoring is required to be from a remote supervising station that operates 24/7 and will report alarms to the municipal fire department as well as report to the fire suppression contractor and PMGAA.
   
   b. Must have the capability for remote login through a website so that authorized PMGAA personnel can place a system in test and review alarm data.
   
   c. Consultant shall not install any proprietary hardware that would make it impossible for another contractor to monitor the system. Upon contract expiration or termination, Consultant shall coordinate the removal of any proprietary software with the new Contractor to ensure continued service to the property.
   
   d. Monitoring services will be done on a monthly basis at an agreed upon date and time.

3. **Repair Services for Fire Systems**
   a. Repair services will be done on an as needed basis.
   
   b. There is no guarantee of a minimum amount of services.
   
   c. PMGAA reserves the right to call other firms/individuals for repair services.
   
   d. Consultant will be required to have a response time of a maximum of two (2) hours from the time a service call is dispatched from PMGAA and must arrive at the site within two (2) hours, assess the problem and recommend a possible solution within four (4) hours. Any work will be completed as agreed upon by PMGAA.
   
   e. Emergency Services shall be responded to by Consultant within 2 hours of notification by PMGAA. No repair work shall be done without the prior written authorization of PMGAA. PMGAA is under no obligation to utilize Consultant for emergency services or repairs resulting from such emergency call and/or any repairs needed.
FEE SCHEDULE

For the services provided herein, PMGAA agrees to pay Consultant the following Not to Exceed Prices. All prices set forth herein shall apply to the Base Term of the Contract.

TEST AND INSPECT SERVICES:

<table>
<thead>
<tr>
<th>System Qty</th>
<th>Description</th>
<th>Frequency</th>
<th>Annual Cost</th>
<th>Base Contract Yrs</th>
<th>3 Year Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>Fire Alarm System Inspection</td>
<td>Annual</td>
<td>$9,484.00</td>
<td>3</td>
<td>$28,452.00</td>
</tr>
<tr>
<td>20</td>
<td>Fire Sprinkler System Inspection</td>
<td>Quarterly</td>
<td>$5,400.00</td>
<td>3</td>
<td>$16,200.00</td>
</tr>
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<td>10</td>
<td>Backflow Valve Test &amp; Inspection</td>
<td>Annual</td>
<td>$450.00</td>
<td>3</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>8</td>
<td>AFF Foam System Inspection</td>
<td>Semi-Annual</td>
<td>$3,968.00</td>
<td>3</td>
<td>$11,904.00</td>
</tr>
<tr>
<td>4</td>
<td>Fire Hose Inspection &amp; Racking</td>
<td>Annual</td>
<td>$500.00</td>
<td>3</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>5</td>
<td>Deluge System Inspection</td>
<td>Semi-Annual</td>
<td>$1,350.00</td>
<td>3</td>
<td>$4,050.00</td>
</tr>
<tr>
<td>3</td>
<td>Pre-Action System Inspection</td>
<td>Semi-Annual</td>
<td>$750.00</td>
<td>3</td>
<td>$2,250.00</td>
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<tr>
<td>27</td>
<td>Internal Valve Inspection</td>
<td>Annual</td>
<td>$4,725.00</td>
<td>3</td>
<td>$14,175.00</td>
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<tr>
<td>253</td>
<td>Fire Extinguisher Inspection</td>
<td>Annual</td>
<td>$999.35</td>
<td>3</td>
<td>$2,998.05</td>
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<tr>
<td>7</td>
<td>Fire Pump Testing</td>
<td>Annual</td>
<td>$4,200.00</td>
<td>3</td>
<td>$12,600.00</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$95,479.05</td>
</tr>
</tbody>
</table>

All rates listed herein shall apply for the first three (3) years of the Contract.
### Attachment E
Price Proposal – Fire System Monitoring Services

All rates listed herein shall apply for the first three (3) years of the Contract.

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Bldg No. / Location</th>
<th>Address</th>
<th>Frequency</th>
<th>Annual Cost</th>
<th>Base Contract Yrs</th>
<th>3 Year Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cell Line</td>
<td>Bldg 1080 - Maint</td>
<td>6263 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>Bldg 1085 (Vacant)</td>
<td>6304 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>Bldg 1092 (Allegiant)</td>
<td>6309 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>Bldg 531 - Office</td>
<td>6416 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>Bldg 568 (Trident)</td>
<td>6145 S. Kent Street</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>Hangar 31 (Air Methods)</td>
<td>6203 S. Sossaman Rd</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>Hangar 32 (Customs)</td>
<td>6229 S. Sossaman Rd</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
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<td>Cell Line</td>
<td>Hangar 46</td>
<td>5755 S. Sossaman Rd</td>
<td>Monthly</td>
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<td>$1,260.00</td>
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<td>Cell Line</td>
<td>JETSTRIP - Bldg 1541 Taxiway</td>
<td>7744 E. Velocity Way</td>
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<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 1081 - Tower</td>
<td>6309 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 1083 (Pump House)</td>
<td>6260 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 1084 (IAP)</td>
<td>6250 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 1095 (FDI)</td>
<td>6316 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 15 - Annex</td>
<td>6033 S. Sossaman Rd</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 15 - Tickerling</td>
<td>6033 S. Sossaman Rd</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 15 - West Term (Ph. 1, 2, 3)</td>
<td>6033 S. Sossaman Rd</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 41 - Admin</td>
<td>5835 S. Sossaman Rd</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 45 - GAS/FBO</td>
<td>5803 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>So. Central</td>
<td>6262 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
</tbody>
</table>

**TOTAL**                      |                      |                      |           |              |                   | $20,700.00          |
**FIRE SYSTEM REPAIR SERVICES:**

**Attachment F**
Price Proposal – Fire System Repair Services

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*All rates listed herein shall apply for the first three (3) years of the Contract.*

1. Please list all hourly labor rates for repairs and/or service, separated by skill level/category if different rates apply. The hourly rates stated below shall include all costs, excluding parts, associated with providing maintenance services.

<table>
<thead>
<tr>
<th>Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor/Repair Rate: Level II Service Apprentice</td>
<td>$75.00</td>
</tr>
<tr>
<td>Labor/Repair Rate: Level III Service Technician</td>
<td>$80.00</td>
</tr>
<tr>
<td>Labor/Repair Rate: Level III/ Certified Technician</td>
<td>$82.50</td>
</tr>
</tbody>
</table>

2. Please list all overtime hourly labor rates for repairs and/or service, separated by skill level/category if different rates apply. The hourly rates stated below shall include all costs, excluding parts, associated with providing repair services.

<table>
<thead>
<tr>
<th>Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor/Repair Rate: Level II Service Apprentice</td>
<td>$96.25</td>
</tr>
<tr>
<td>Labor/Repair Rate: Level III Service Technician</td>
<td>$92.00</td>
</tr>
<tr>
<td>Labor/Repair Rate: Level III/ Certified Technician</td>
<td>$94.86</td>
</tr>
</tbody>
</table>

3. Please list all after normal business hours, hourly labor rates for repairs and/or service, separated by skill level/category if different rates apply.

<table>
<thead>
<tr>
<th>Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor/Repair Rate: Level II Service Apprentice</td>
<td>$99.19</td>
</tr>
<tr>
<td>Labor/Repair Rate: Level III Service Technician</td>
<td>$105.80</td>
</tr>
<tr>
<td>Labor/Repair Rate: Level III/ Certified Technician</td>
<td>$109.00</td>
</tr>
</tbody>
</table>

---
EXHIBIT B - COMPENSATION

All compensation for services rendered by Consultant shall be based upon criteria established below. All services must be billed through the Consultant.

1. **Fees to be Specified in Contract**
   Any and all services to be performed under this Contract require approval. All compensation for services shall be identified in writing. The Contract shall describe the scope of services to be performed (by tasks and subtasks, where appropriate), the fees associated with that performance, and any applicable special provisions. Consultant’s compensation for services included in this Contract is totaled and set forth in EXHIBIT A, “Scope of Services and Fee Schedule”.

2. **Method of Payment**
   Subject to the terms of this Contract, PMGAA shall pay Consultant the appropriate rate or fixed price amount for services rendered as described in the Contract only after Consultant has submitted an invoice for services performed and PMGAA has certified and approved each invoice.

   For services rendered in accordance with the Contract, Consultant shall submit to PMGAA an invoice depicting tasks performed and/or hours spent for services performed. Invoices must be based on the actual hours and/or expenses incurred for the services completed during the billing period. Consultant’s invoices must specify that Consultant has performed the services, and PMGAA must certify and approve each invoice as a condition to payment.

3. **Consultant Responsibilities for Compensation**
   Consultant shall prepare monthly invoices and/or progress reports in accordance with terms specified in the Contract. Progress reports will clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices for payment shall be for work completed unless otherwise agreed to by PMGAA. Invoices/requisitions for payment for services subject to funding by the FAA and/or ADOT shall include the documentation requirements of the FAA and/or ADOT, which are outlined in the Airport Improvement Program (AIP) Handbook dated September 30, 2014, or most current version.

4. **PMGAA Responsibilities for Compensation**
   PMGAA agrees to pay Consultant’s invoices for payment within 30 calendar days after the invoice is approved. PMGAA may withhold payment on any invoice if it believes that Consultant has not performed the work in a satisfactory manner. If PMGAA withholds payment to Consultant, PMGAA shall promptly notify Consultant and explain the reasons for the decision to withhold payment.

5. **Billing Address**
   All invoices submitted to PMGAA for payment shall be submitted to:
   Phoenix-Mesa Gateway Airport Authority
   Attn: Engineering and Facilities Director
   5835 S. Sossaman Road
   Mesa, Arizona 85212
EXHIBIT C - SPECIAL PROVISIONS

1. Civil Rights Act of 1964, Title VI – General

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color or national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

2. Civil Rights Act of 1964, Title VI – Assurances

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations – Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination – The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment – In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

d. Information and Reports – The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PMGAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to PMGAA or the FAA as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance – In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   i) Withholding of payments to the contractor under the contract until the contractor complies, and/or;  
   ii) Cancellation, termination, or suspension of the Contract, in whole or in part.

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

3. Civil Rights – Title VI List of Pertinent Nondiscrimination Acts and Authorities
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Consultant, by accepting this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any government department or agency.

5. Project Security
As some or all portions of work possible during the Term of this Contract may be located inside the secured area of the Airport, adherence to and familiarity with federal security regulations is essential. For these projects, Consultant shall be responsible for fulfilling the security requirements described herein.

   a. Secured Area Access – All Consultant personnel who require unescorted access to the secured area of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete the Security Badge Application and Security Badge Authorization forms.
b. **Employee Security Badges** – All Consultants and/or subcontractor personnel performing work functions in the Security Identification Display Area in accordance with this Contract shall obtain and properly display an Airport security badge. Consultant shall submit a Security Badge Application form to the PMGAA security office for each employee requiring unescorted access, along with the current fee for each badge. Badge fees are identified on the current Airport Fees, Services and Rental Rates available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com) and are subject to change.

   i. All fees must be paid to PMGAA by cash or check.
   ii. Airport Security Badge Application forms and instructions are available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com).
   iii. An authorized representative of Consultant must also obtain and submit a Security Media Authorization form, which is to be submitted to the PMGAA badging office. The Security Media Authorization form and instructions are available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com).
   iv. A training class on aviation security must be successfully completed before individuals are issued a badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take two hours per person.
   v. Additional information, including a “Frequently Asked Questions” is available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com) or by contacting the PMGAA Badging Office at (480) 988-7522.
   vi. Consultant shall immediately notify the PMGAA Badging Office of any Consultant personnel whose employment status has changed.
   vii. Consultant shall retrieve all security badges and keys and return them to the PMGAA Badging Office. A fee, as indicated on the most current Airport Rates and Charges Schedule, will be charged for each badge that is damaged, lost or not returned.
   viii. The PMGAA Badging Office will require a completed Security Badge Application from each Consultant employee so certified by Consultant as requiring such before a Security Badge is issued.
   ix. Under certain circumstances and out of control of PMGAA, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.
   x. At all times, aircraft shall have the right-of-way over all vehicle traffic.

c. **Fines** – Due to both the safety and security precautions necessary at the Airport, any failure of the Consultant to adhere to prescribed Airport requirements/regulations has consequences that may jeopardize the health, welfare and lives of Airport customers and employees, as well as the Consultant’s own employees. Therefore, if Consultant is found to be in non-compliance with any security, airfield badging/licensing and airfield safety requirement, a Notice of Violations (NOV) may be issued. A current listing of fines is available by contacting the PMGAA Badging Office.

6. **Standard Terms & Conditions**

PMGAA’s Standard Terms & Conditions (in EXHIBIT D attached) include clauses that pertain to both construction and professional services. For such, the term “contractor” is to be considered same as “consultant.” If a clause implies construction service then it is waived for a professional services contract. PMGAA reserves the right to make that determination if there is a conflict.

7. **Federal and State Guidelines and Regulations**

All work performed under this Contract must satisfy FAA and applicable agency standards, and be accomplished in accordance with applicable federal, state and local guidelines and regulations, including FAA Advisory Circulars, NEPA and Arizona environmental statutes.

Consultant shall perform the services as described in approved Contract in accordance with the applicable requirements imposed by PMGAA, ADOT, FAA and any other applicable sponsoring agencies. Consultant and its subconsultants/subcontractors, if any, shall comply with any and all applicable laws, regulations, executive orders, policies, guidelines, and any other requirements for FAA Airport Improvement Program (AIP) projects. Consultant shall provide PMGAA all information, reports, documents, and/or certifications requested by PMGAA for the satisfaction of any grant requirements for the reimbursement of services, including, without limitation, identifying
the specific services provided by Consultant and the billing period(s) during which services were or are to be provided. Nothing herein shall be construed as making the FAA or ADOT a party to this Contract.

8. **Right to Contract With Other Firms**
PMGAA shall have the right to contract with other firms and/or persons and/or to self-perform additional services, which may be the subject of this Contract. Consultant shall conduct its operations and perform any services authorized under the Contract so as not to interfere with or hinder the progress of completion of the work being performed by PMGAA and/or other firms and/or persons. Consultants working on the same project shall cooperate with each other in the performance, scheduling, and, if applicable, the integration of their respective services.

9. **Independent Contractor Status**
At all relevant times, Consultant is - and shall remain - an independent contractor with regard to performance of its services. PMGAA retains no control over Consultant, the performance of its work or services, or the safety of its employees. Consultant is not authorized to enter into any contract or commitment, authorize any payment, or accept any document, services, goods or materials for, in the name of, or on behalf of PMGAA.
1. **Certification.** Consultant certifies:
   a. The award of this Contract did not involve collusion or other anti-competitive practices.
   b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
   c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Consultant hereby certifies that the individual signing this Contract is an authorized agent for Consultant and has the authority to bind the Consultant to the Contract.

2. **Termination of Contract.**
   a. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Consultant to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons. PMGAA shall, at all times during the term of the Contract or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction.
      (1) Consultant has provided personnel that do not meet the requirements of the Contract.
      (2) Consultant has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
      (3) Consultant has attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
      (4) Consultant has failed to furnish the required service(s) and/or product(s) within the time stipulated in the Contract or associated Authorization of Services.
      (5) Consultant has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Consultant fails to give PMGAA adequate assurance the Consultant will perform the Contract in full and on time.
      (6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Consultant regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
   b. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives sixty (60) calendar days’ advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA’s convenience and with sixty (60) days’ written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date.

3. **Dispute Resolution.**
   a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
   b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and
administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.

c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joiner or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs as determined by the arbitrator or court as applicable.

4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Consultant nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Consultant, including **Workers’ Compensation** coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA’s payments under this Contract.

5. **Affirmative Action.** Consultant shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.

6. **Human Relations.** Consultant shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.

7. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.

8. **Americans with Disabilities Act.** Consultant shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

9. **Confidentiality of Records.** Consultant shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.

10. **Gratuities.** PMGAA may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Consultant or any agent or representative of Consultant, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Consultant the amount of the gratuity.

11. **Applicable Law.** This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Consultant under this RFP, IFB or RFQ. The Contract contains the entire agreement between PMGAA and Consultant. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.

13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Consultant.

14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.

16. **Protection of Government Property.** Consultant shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultant damages PMGAA’s property in any way, Consultant shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Consultant fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Consultant under the Contract.

17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

18. **Subcontracts.** Consultant shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Consultant of its acceptance or rejection within forty-five (45) days or written request by Consultant. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Consultant referred to herein. Consultant is responsible for Contract performance whether subcontractors are used.

19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party’s existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Consultant’s services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.

20. **Warranties.** Consultant warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Consultant or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.

21. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnities”), for, from and against all claims, damages, losses and expenses, including but not limited
to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Consultant’s acts, errors, omissions, or mistakes relating to Consultant’s services under this Contract.

22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

23. **Advertising.** Consultant shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.

24. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA’s expense, inspect the place of Consultant’s or any of Consultant’s subcontractor’s business, which is related to the performance of this Contract or related subcontract.

25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party (“Required Act”), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (“Force Majeure Event”), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Consultant to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

26. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Consultant’s risk and may be returned to Consultant. If so returned, all costs are the responsibility of Consultant. Noncompliance shall conform to the cancellation clause set forth in this Contract.

27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Consultant or any other person except with prior written permission by PMGAA.

28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.

29. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Consultant shall provide a formal release of all liens.

30. **Licenses.** Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Consultant as applicable to this Contract.
31. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.

32. **Clean Up.** Consultant shall at all times keep Contract performance areas, including storage areas used by the Consultant, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Consultant shall leave the work and premises in clean, neat, and workmanlike condition.

33. **Patents.** Consultant shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys’ fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Consultant under this Contract.

34. **Records and Audit Rights.** Consultant’s and all of its approved subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Consultant and subcontractor employees that work on the Contract (all the foregoing collectively referred to as “Records”), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Consultant’s and its subcontractor’s actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Consultant and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Consultant under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Consultant and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Consultant or subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.

35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Consultant’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Consultant’s and any of Consultant’s subcontractor’s employee who works on this Contract to ensure the Consultant is complying with this paragraph.
EXHIBIT E – BUILDING AND SERVICES BREAKDOWN AND SUMMARY

Building

Bldg 15 - Ticketing Term
Bldg 15 - Annex Term
Bldg 15 - Terminal Phs 1 & 2
Bldg 15 - Terminal Phs 3
Hangar 24 - Allegiant
Hangar 31 - Air Methods
Hangar 32 - Mexico Customs
Bldg 41 - PMGAA Admn Office
Bldg 45 - Gateway Aviation Svcs
Bldg 46 - Hangar
Bldg 51 - Maint Workshop
Bldg 531 - Sierra Bldg Svcs
Bldg 532 - Car Wash
Bldg 533 - Sun Valley Interiors
Bldg 550 - Hylan West
Bldg 568 - Trident Military Sys
Bldg 928
Bldg 1056 - West Vault
Bldg 1080 - Ops & Maint
Bldg 1081 - ATCT
Bldg 1083 - Pump House
Bldg 1084 - IAR Hangar
Bldg 1085 + 1087 Trailer
Bldg 1086 - Mechanic Room
Bldg 1090 - IAR
Bldg 1092 - Allegiant Hangar
Bldg 1095 - FDI
Bldg 1101 - Transmitter Site
Bldg 1199 - Eastside Light Vault
Bldg 7630 - Fuel Farm
Bldg 1541 - Jet Strip
Ray Road Parking Lot - North
South Central Tanks
WFS Shack
Spares

Totals

Address

6033 S. Sossaman Road
6033 S. Sossaman Road
6033 S. Sossaman Road
6033 S. Sossaman Road
6045 S. Sossaman Road
6203 S. Sossaman Road
6229 S. Sossaman Road
5835 S. Sossaman Road
5803 S. Sossaman Road
5755 S. Sossaman Road
6263 S. Taxiway Circle
6416 S, Sossaman Road
6450 S. Sossaman Road
6410 S. Sossaman Road
6350 S. Sossaman Road
6145 S. Kent Street
6002 S. Sossaman Road
7600 E. Velocity Way
6263 S. Taxiway Circle
6309-1 S. Taxiway Circle
6263-3 S. Taxiway Circle
6250 S. Taxiway Circle
7758 S. Taxiway Circle
6262 S. Taxiway Circle
7808 E. Velocity Way
6309 S. Taxiway Circle
6316 S. Taxiway Circle
6002 S. Ellsworth Road - Escort
6002 S. Ellsworth Road - Escort
7630 E. Velocity Way
7744 E. Velocity Way
7255 E. Ray Road
6262 S. Sossaman Road
6033 S. Sossaman Road
6263 S. Taxiway Circle

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C-20200138

FACP
Control
Panels

Voice
Evac
Panel

Annunciator

Power
Smoke
Manual
Heat Duct Smoke Notification Waterflow Fire Alarm
Fire
Backflow AFFF Foam Fire Hose
Cell
Deluge
Pull
Detectors Detectors
Sprinkler Valve Test System
Inspection
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Dialer Supplies Detectors
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EXHIBIT F – CONSULTANT’S RFP SUBMITTAL

Consultant’s Proposal in response to Phoenix-Mesa Gateway Airport Authority’s Solicitation 2021-006-RFP dated August 24, 2020, is hereby incorporated herein and made part of this Contract.
REQUEST FOR PROPOSALS
SOLICITATION #2021-006-RFP
FOR FIRE SYSTEM TESTING, INSPECTION, MONITORING, AND REPAIR

SUBMITTAL COVER SHEET

Name of Offeror: P. Shayne Castellani
EIN#: 473315139
DUNS#: 08-587-2656
Principal Address: 703 E. Ironwood Dr.
Chandler, AZ 85225
Primary Point of Contact: P. Shayne Castellani
Phone: 480-450-0690
Email: shayne@azcrossfireprotection.com

The undersigned hereby affirms that:

- The undersigned is a duly authorized agent of the Offeror
- The undersigned has read and understands all terms, conditions and commitments contained within the RFP and any addenda issued and fully understands and accepts these terms by submission of a proposal.
- The submission is being offered independently of any other Offeror and did not involve collusion or other anti-competitive practices.

By: P. Shayne Castellani
Signature
P. Shayne Castellani
Printed Name

8/24/2020
Date
Owner
Title
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1. **Table of Contents**  

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5. **Conflict of Interest Statement**  
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5. **Regulations Policies**
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3. **Attachment F**

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## TAB H
We are a family owned and veteran staffed fire protection company that specializes in Fire pumps, AFFF and wet based systems. Although we specialize in the above fields, we are a full service fire protection company.

2. The Following are licenses that we hold:

State of Arizona Fire Protection Contractor license C16-301655, Multiple city licenses and Phoenix right to work permits.

Certifications:

I have held a NICET license since 1999, my most recent NICET certificates are below:

- #113630 I am scheduled to recertify 9/20/2020 Level 1 Fire Alarm systems, Level 2 Inspection and testing of wet-based systems
- American backflow Prevention Association.
- (Fire Pump) SPP, Firetrol and Tornatec Factory trained,
- (Fire Panels) Siemens, Notifier, System Sensor and Honeywell.
- (AFFF Systems) Det-Tronics and Ansul
- Registered with AZROC since 2015 and current till 10/31/2021, Accredited with BBB since 2016.

3. Cross Fire Protection Affirmatively states that all personnel working under this RFP for PMGAA meets the minimum qualifications as stated in Section Two, Subsection C of this RFP and any addenda issued.

4. None

5. We give our assurance that this engagement will not result in a conflict of interest between Cross Fire Protection and PMGAA

Pg.2
Certificate of Completion

This certificate is presented to Shayne Castellani of Cross Fire Protection for completing 10 contact hours of fire sprinkler system training.

Session Topics:
- Pre-Action Systems in Cold Storage Facilities
- Hands-on with Dry & Pre-Action System Valves
- Vacuwash System Technology
- Dry Pipe & Pre-Action System Air Supplies
- In-depth Review of Dry Air Generators
- Auxiliary Drains in Cold Storage Applications
- Flexible Fire Sprinkler Connections & Drops
- Freezer Room Sprinkler Systems Q&A

Training consisted of system design, code requirements, product solutions, best practices, installation, testing, maintenance and troubleshooting.

Date of Training: December 5-6, 2019

Training Provider: General Air Products
Training Location: General Air Products 115 Summit Dr. Exton, PA 19341
SPP Pumps University

Operation and Maintenance of FM/UL Fire Pump Sets

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Shayne Castellani

For completion of SPP Pumps University Training. This course covered fire pump engine training, flow test training, NFPA 20, general fire pump room design, flow test results and analysis, fire pump reporting, fire pump alignment, remote alarm training, control panel starting applications, sprinker head sprays, patterns and electrical motors training.

DATE OF COURSE
August 15th - August 17th, 2018

PRESIDENT OF SPP PUMPS
Certificate of Completion

Detector Electronics Corporation acknowledges that

P. Shayne Castellani

successfully completed Course 100: Flame Distributor Training.

Completed July 13, 2004 • Minneapolis, Minnesota, USA
HEREBY CERTIFIES THAT

Peter S. Castellani
HAS ATTAINED THE GRADE OF

LEVEL II

IN FIRE PROTECTION ENGINEERING TECHNOLOGY
INSPECTION AND TESTING OF WATER-BASED SYSTEMS

AND RECOGNIZES THAT THROUGH EDUCATION,
EXPERIENCE, AND KNOWLEDGE THIS PERSON HAS
MET THE STANDARDS SET FORTH BY THIS INSTITUTE

Certification Valid through May 1, 2008

CERTIFICATION NUMBER 113630

CHAIRMAN OF THE BOARD OF GOVERNORS, NICET

SPONSORED BY THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
HEREBY CERTIFIES THAT
Peter S. Castellani

HAS ATTAINED THE GRADE OF
LEVEL I

IN FIRE PROTECTION ENGINEERING TECHNOLOGY
FIRE ALARM SYSTEMS

AND RECOGNIZES THAT THROUGH EDUCATION,
EXPERIENCE, AND KNOWLEDGE THIS PERSON HAS
MET THE STANDARDS SET FORTH BY THIS INSTITUTE

Certification Valid through May 1, 2011

CERTIFICATION NUMBER 113630

Chairman of the Board of Governors, NICET

SPONSORED BY THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

HEREBY CERTIFIES THAT
Peter S. Castellani

HAS ATTAINED THE GRADE OF
LEVEL II

IN FIRE PROTECTION ENGINEERING TECHNOLOGY INSPECTION AND TESTING OF WATER-BASED SYSTEMS

AND RECOGNIZES THAT THROUGH EDUCATION, EXPERIENCE, AND KNOWLEDGE THIS PERSON HAS MET THE STANDARDS SET FORTH BY THIS INSTITUTE

Certification Valid through May 1, 2011

CERTIFICATION NUMBER 113630

Lael Saenz Jr.
CHAIRMAN OF THE BOARD OF GOVERNORS, NICET

SPONSORED BY THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
BE IT KNOWN THAT

Peter S. Castellani

IS HEREBY AWARDED CERTIFICATION AT

LEVEL I

IN FIRE PROTECTION ENGINEERING TECHNOLOGY
FIRE ALARM SYSTEMS

BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.

Certification Valid through May 1, 2017
CERTIFICATION NUMBER 113630

[Signature]

CHAIRMAN OF THE NICET BOARD OF GOVERNORS
A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
BE IT KNOWN THAT

Peter S. Castellani

IS HEREBY AWARDED CERTIFICATION AT

LEVEL II

IN FIRE PROTECTION ENGINEERING TECHNOLOGY INSPECTION AND TESTING OF WATER-BASED SYSTEMS

BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE, EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.

CERTIFICATION NUMBER 15638

CERTIFICATION VALID THROUGH MAY 1, 2017

CHAIRMAN OF THE NICET BOARD OF GOVERNORS
A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
Certificate of Completion

Shayne Castellani

This is to acknowledge that Shayne Castellani, while employed by American Fire Equipment Sales and Service Corporation, completed a training course in Notifier NFS2 3030, NFS2 640 & DVC conducted by American Fire Equipment In-house Trainer. This certificate is considered valid only if the above named individual is an employee of the above named company.

This 15th Day of July, 2010

Trainer: David Tranby
Be it known that NFPA recognizes

SHAYNE CASTELLANI

is a Member in Good Standing and is entitled to all the rights, honors and privileges of membership.

October 17, 2008

Date of Issue

James M. Shannon, President

In witness whereof, the Seal of this Association and the signature of its duly appointed officer is affixed to this certificate.
Peter Shayne Castellani on behalf of
Aero Automatic Sprinkler Company

Has completed a training course in
Foam Fire Protection Systems Service & Maintenance

Training Date: September 28, 2005
Expiration Date: September 28, 2010

Be it known that
Peter Shayne Castellani
on behalf of
Aero Automatic Sprinkler Company

has completed a training course in
Foam Fire Protection Systems Service & Maintenance

conducted by Ansul Fire Protection instructors.

This certificate is considered valid only if the above named individual is an
employee of the Authorized Ansul Distributor Listed.

Training Date: September 28, 2005
Expiration Date: September 28, 2010

Instructor

Manager of Training
American Backflow Prevention Association
This is to certify that

Shayne Castellani

is an individual member of the

American Backflow Prevention Association

and is entitled to all the rights and privileges thereof.

Membership Number: 11027  Member since: 5/2014

Michael S. Moss
National President

Derek J. Bial
Membership Chairman
This is to certify that Shayne Castellani has successfully completed the training course entitled: FIS 5112 Faraday MPC Series - Install, Operation and Maint

Date
November 04, 2009

CEUs: 1.50

Siemens Industry Inc

Off-Hanson, Instructor
Honeywell
TRAINING SERVICES

Certificate of Completion

For successfully completing training on
AlarmNet-7720ULF

March 24, 2005
Date

P. SHAYNE CASTELLANT
Participant

Instructor
SYSTEM SENSOR

Hereby Certifies That

Khayne Castellani

completed the eight hour course “System Sensor Fire Protection Technology & Design” on

April 30, 2008

Course Number 07-1993 worth .8 CEU's.

Rick Swift
Business Development Manager

37
Beam Series Training

THIS IS TO ACKNOWLEDGE THAT

SHAYNE CASTELLANI

HAS SUCCESSFULLY COMPLETED ALL REQUIREMENTS AND CRITERIA FOR THE BEAM SERIES TRAINING THROUGH EXAMINATION ADMINISTERED BY SYSTEM SENSOR
OSHA 001472153

U.S. Department of Labor
Occupational Safety and Health Administration

Marcus Huffman
has successfully completed a 10-hour Occupational Safety and Health Training Course in
Construction Safety & Health

Christopher H. Williams 4/29/2008
(Trainer) (Date)

NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

Marcus Bradley Huffman
INSPECTION AND TESTING OF WATER-BASED SYSTEMS/I

CERT NO. 141967  VALID THRU 03/01/2022
INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS BACKFLOW PREVENTION INSTITUTE

This Certificate verifies that

Marcus B. Huffman

attended

ASSE 5130 20 Hour Repairer Class and Exam
In Tempe, AZ in May 2019
Certification

Backflow Protection Assembly Repairer

Marcus B. Huffman

has demonstrated compliance with the Uniform Plumbing Code by successfully completing the requirements of ASSE/ANSI Standard 5000 - Backflow Protection Assembly Repairer at the IAPMO/BPI - Arizona on the 17th day of May, 2019.

Certification Number: 43149

Certificate Date: 05/17/2019

ASSE International

International Association of Plumbing and Mechanical Officials

ASSE International President, John Pawinek
IAPMO President, Dave Straub
SPP Pumps University

Operation and Maintenance of FM/UL Fire Pump Sets

William M. Thompson

THIS CERTIFICATE IS PROUDLY PRESENTED TO

For completion of SPP Pumps University Training. This course covered fire pump engine training, flow test training, NFPA 20, general fire pump room design, pump test results and analysis, fire pump troubleshooting, fire pump alignment, control panel training, sprinkler head spray patterns and electric motor training.

August 15th - August 17th, 2018

DATE OF COURSE

PRESDENT OF SPP PUMPS

43
Your test results page is presented below. One can print the page for immediate reference by clicking on "Print" and/or it can be sent to your email account by clicking on "Send". To return to your dashboard, click on "Close".

Personal information
Name: Jason M Coffman
Email address: jason@azcrossfireprotection.com
Client Id: Bxx267697
Logon Id: CA6099035
Company: Cross Fire Protection
Birthdate: 2/4/1976

Exam results
Test name: FEX Fire Extinguishers– V3
Attempt #: 1
Taken on: 8/19/2020 3:37 PM
Reference #: 9670.21.1
Score: 88 %
Required to pass: 80 %
Recommended score: 90 %
Outcome: Passed
Feedback on exam: Congratulations, you have successfully passed your exam. Please allow three weeks to receive your ID card and certificate. Visit our web site at www.CSAexams.com to access your test history. This will allow you to print a score report that you must carry until you get your ID card.

Section scores
NFPA 10 General 82 %
The score achieved on this section indicates a passing knowledge of the subject.
NFPA 10 Installation 83 %
The score achieved on this section indicates a passing knowledge of the subject.
NFPA 10 Maintenance 95 %
The score achieved on this section indicates a passing knowledge of the subject.
SPP Pumps University

William M. Thompson

For completion of SPP Pumps University Training. This course covered fire pump engine training, flow test training, NFPA 20, general fire pump room design, flow test results and analysis, fire pump testing, fire pump alignment, remote alarm training, control panel starting applications, sprinkler head spray patterns, and electrical motor training.

August 15th - August 17th, 2018

DATE OF COURSE

PRESIDENT OF SPP PUMPS
Your test results page is presented below. One can print the page for immediate reference by clicking on "Print" and/or it can be sent to your email account by clicking on "Send". To return to your dashboard, click on "Close".

Personal information
Name Jason M Coffman
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NFPA 10 General 82 %
The score achieved on this section indicates a passing knowledge of the subject.
NFPA 10 Installation 83 %
The score achieved on this section indicates a passing knowledge of the subject.
NFPA 10 Maintenance 95 %
The score achieved on this section indicates a passing knowledge of the subject.
This Certificate verifies that Marcus B. Huffman attended the ASSE 5130 20 Hour Repairer Class and Exam in Tempe, AZ in May 2019.
Marcus B. Huffman

Backflow Protection Assembly Repairer

has demonstrated compliance with the Uniform Plumbing Code by successfully completing the requirements of ASSE/ANSI Standard 5000 - Backflow Protection Assembly Repairer at the IAPMO/BPI - Arizona on this 17th day of May, 2019.

Certification Number:
43149

Certificate Date:
05/17/2019

ASSE International

Backflow Prevention Institute
NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES®

Marcus Bradley Huffman

INSPECTION AND TESTING OF WATER-BASED SYSTEMS/I

CERT NO. 141967  VALID THRU 03/01/2022
Attachment A
Authorization for Release of Performance Information and Waiver

The purpose of this disclosure is to provide references to PMGAA. Offeror hereby consents that as an Offeror to PMGAA’s Solicitation 2021-006-RFP, Fire System Testing, Inspection, Monitoring, and Repair Services, for Phoenix-Mesa Gateway Airport, Offeror authorizes those companies and government entities listed in Offeror’s RFP submittal and any other government entity for whom this company has performed Fire System Testing, Inspection, Monitoring, and Repair Services to disclose and release to PMGAA, or their representatives, information, records and opinions concerning this company’s past performance.

P. Shayne Castellani (Offeror) hereby waives any claim it may have against PMGAA or any company or entity providing information to PMGAA by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one (1) year.

This consent or copy of this authorization shall be as valid and effective as the original.

P. Shayne Castellani
Signature of Offeror

8/24/2020
Date
Attachment B
Offer Agreement

OFFER TO PHOENIX-MESA GATEWAY AIRPORT AUTHORITY:
The Offeror hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal and sample Standard Form Professional Services Agreement, Exhibit 3.

Company Name: Cross Fire Protection LLC

Federal Tax Identification Number: EIN 473315139

Sales Tax Identification Number: N/A

P. Shayne Castellani  
Signature  

8/24/2020  
Date  

P. Shayne Castellani  
Printed Name  

Owner  

Title  

For clarification of this offer, contact:

Name: P. Shayne Castellani  

Telephone: 480-450-0690  

Title: Owner  

Email: shayne@azcrossfireprotection.com  

Offeror hereby certifies that as an Offeror to PMGAA’s Solicitation 2021-006-RFP for Fire System Testing, Inspection, Monitoring, and Repair Services for Phoenix-Mesa Gateway Airport, Offeror is fully aware of Insurance Requirements as specified in this Attachment C as well as those contained in the sample Standard Form Professional Services Agreement (Exhibit 3) and by the submission of this RFP submittal, Offeror hereby assures PMGAA that Offeror is able to produce the insurance coverage required should Offeror be selected to be awarded the Professional Services Agreement.

Should Offeror be awarded the Standard Form Professional Services Agreement by PMGAA, and then become unable to produce the insurance coverage specified within ten working days, Offeror is fully aware and understand that PMGAA may not consider Offeror for this and future projects.

P. Shayne Castellani  
Signature of Offeror

8/24/2020  
Date
**Attachment D**
Price Proposal – Fire System Test and Inspect Services

*All rates listed herein shall apply for the first three (3) years of the Contract.*

<table>
<thead>
<tr>
<th>System Qty</th>
<th>Description</th>
<th>Frequency</th>
<th>Annual Cost</th>
<th>Base Contract Yrs</th>
<th>3 Year Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>Fire Alarm System Inspection</td>
<td>Annual</td>
<td>$9,484.00</td>
<td>3</td>
<td>$28,452.00</td>
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<tr>
<td>20</td>
<td>Fire Sprinkler System Inspection</td>
<td>Quarterly</td>
<td>$5,400.00</td>
<td>3</td>
<td>$16,200.00</td>
</tr>
<tr>
<td>10</td>
<td>Backflow Valve Test &amp; Inspection</td>
<td>Annual</td>
<td>$450.00</td>
<td>3</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>8</td>
<td>AFFF Foam System Inspection</td>
<td>Semi-Annual</td>
<td>$3,968.00</td>
<td>3</td>
<td>$11,904.00</td>
</tr>
<tr>
<td>4</td>
<td>Fire Hose Inspection &amp; Reracking</td>
<td>Annual</td>
<td>$500.00</td>
<td>3</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>5</td>
<td>Deluge System Inspection</td>
<td>Semi-Annual</td>
<td>$1,350.00</td>
<td>3</td>
<td>$4,050.00</td>
</tr>
<tr>
<td>3</td>
<td>Pre-Action System Inspection</td>
<td>Semi-Annual</td>
<td>$750.00</td>
<td>3</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>27</td>
<td>Internal valve Inspection</td>
<td>Annual</td>
<td>$4,725.00</td>
<td>3</td>
<td>$14,175.00</td>
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<tr>
<td>253</td>
<td>Fire Extinguisher Inspection</td>
<td>Annual</td>
<td>$999.35</td>
<td>3</td>
<td>$2,998.05</td>
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<tr>
<td>7</td>
<td>Fire Pump Testing</td>
<td>Annual</td>
<td>$4,200.00</td>
<td>3</td>
<td>$12,600.00</td>
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</tbody>
</table>

**TOTAL**                                                                                           $95,479.05
All rates listed herein shall apply for the first three (3) years of the Contract.

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Bldg No. / Location</th>
<th>Address</th>
<th>Frequency</th>
<th>Annual Cost</th>
<th>Base Contract Yrs</th>
<th>3 Year Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cell Line</td>
<td>Bldg 1080 - Maint</td>
<td>6263 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
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<tr>
<td>Cell Line</td>
<td>Bldg 1085 (Vacant)</td>
<td>6304 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>Bldg 1092 (Allegiant)</td>
<td>6309 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>Bldg 531 - Office</td>
<td>6416 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>Bldg 550 (Hylan West)</td>
<td>6350 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>Bldg 568 (Trident)</td>
<td>6145 S. Kent Street</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>Hangar 31 (Air Methods)</td>
<td>6203 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>Hangar 32 (Customs)</td>
<td>6229 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>Hangar 46</td>
<td>5755 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Cell Line</td>
<td>JETSTRIP - Bldg 1541 Taxiway</td>
<td>7744 E. Velocity Way</td>
<td>Monthly</td>
<td>$420.00</td>
<td>3</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 1081 - Tower</td>
<td>6309 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 1083 (Pump House)</td>
<td>6250 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 1084 (IAR)</td>
<td>6250 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 1095 (FDI)</td>
<td>6316 S. Taxiway Circle</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 15 - Annex</td>
<td>6033 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 15 - Ticketing</td>
<td>6033 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 15 - West Term (Ph. 1,2,3)</td>
<td>6033 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 41 - Admin</td>
<td>5835 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>Bldg 45 - GAS/FBO</td>
<td>5803 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
<tr>
<td>Landline</td>
<td>So. Central</td>
<td>6262 S. Sossaman Rd.</td>
<td>Monthly</td>
<td>$270.00</td>
<td>3</td>
<td>$810.00</td>
</tr>
</tbody>
</table>

**TOTAL**                                                                                     $20,700.00
**Attachment F**
Price Proposal – Fire System Repair Services

**All rates listed herein shall apply for the first three (3) years of the Contract.**

1. Please list all hourly labor rates for repairs and/or service, separated by skill level/category if different rates apply. The hourly rates stated below shall include all costs, excluding parts, associated with providing maintenance services.

<table>
<thead>
<tr>
<th>Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor/Repair Rate: Level I/ Service Apprentice</td>
<td>$75.00</td>
</tr>
<tr>
<td>Labor/Repair Rate: Level II/ Service Technician</td>
<td>$80.00</td>
</tr>
<tr>
<td>Labor/Repair Rate: Level III/ Certified Technician</td>
<td>$82.50</td>
</tr>
</tbody>
</table>

2. Please list all overtime hourly labor rates for repairs and/or service, separated by skill level/category if different rates apply. The hourly rates stated below shall include all costs, excluding parts, associated with providing repair services.

<table>
<thead>
<tr>
<th>Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor/Repair Rate: Level I/ Service Apprentice</td>
<td>$86.25</td>
</tr>
<tr>
<td>Labor/Repair Rate: Level II/ Service Technician</td>
<td>$92.00</td>
</tr>
<tr>
<td>Labor/Repair Rate: Level III/ Certified Technician</td>
<td>$94.86</td>
</tr>
</tbody>
</table>

3. Please list all after normal business hours, hourly labor rates for repairs and/or service, separated by skill level/category if different rates apply.

<table>
<thead>
<tr>
<th>Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor/Repair Rate: Level I/ Service Apprentice</td>
<td>$99.19</td>
</tr>
<tr>
<td>Labor/Repair Rate: Level II/ Service Technician</td>
<td>$105.80</td>
</tr>
<tr>
<td>Labor/Repair Rate: Level III/ Certified Technician</td>
<td>$109.00</td>
</tr>
</tbody>
</table>

Solicitation 2021-006-RFP

Pg.8
References listed below should correspond to the three listed under Tab C, #2

Company/Agency Name: Phoenix Mesa Gateway Airport
City, State: 6263 S. Taxiway Circle Mesa, AZ 85212
Title: Facility Manager
Email: tmcmillan@gatewayairport.com
Contact Person: Tobbie McMillan
Telephone: 480-688-3313

Company/Agency Name: Albertson's Distribution
City, State: 400 S. 99th Ave Tolleson, AZ 85353
Title: Maintenance Manager
Email: craig.ellingson@albertsons.com
Contact Person: Craig Ellingson
Telephone: 951-809-5310

Company/Agency Name: UPS Distribution Hubs
City, State: 16601 W. Sells Dr, Goodyear, Az 85395
Title: Building & Systems Engineer Supervisor
Email: rcarstensen@ups.com
Contact Person: Ryan Carstensen
Telephone: 623-512-9210
Attachment H
Agreement Review Statement

As an Offeror to PMGAA’s Solicitation 2021-006-RFP, Fire System Testing, Inspection, Monitoring, and Repair Services, Offeror hereby certifies that Offeror has reviewed the PMGAA sample Standard Form Professional Services Agreement (Exhibit 3) and Section Three, Standard Terms and Conditions to be attached to the Standard Form Professional Services Agreement and have listed any objections to them below. The response shall clearly identify if the attached sample Standard Form Professional Services Agreement is acceptable in all respects. If the Agreement is not acceptable, the response shall identify the unacceptable clauses and shall provide suggested alternate language. General or vague statements or invitations to discuss further are not adequate answers.

Offeror is aware any objections to the sample Standard Form Professional Services Agreement (or to Section Three, Standard Terms and Conditions) will be considered and included in PMGAA’s evaluation of my firm’s qualifications. Offeror is also aware, if Offeror fails to list any objections to PMGAA’s sample Standard Form Professional Services Agreement, including the Standard Terms and Conditions, Offeror will not be allowed to raise any objections later if selected as the most qualified Offeror.

[Signature of Offeror]

8/24/2020
Date

Specific Objections:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Solicitation Number: 2021-006-RFP   Addendum Number: 1

Fire System Testing, Inspection, Monitoring, and Repair

Due Date and Time: August 26, 2020 at 1:59 pm Arizona time

A signed copy of this addendum must be included with proposal

The following revisions, additions, and clarifications to the proposal documents and specifications shall become a part of the above referenced project contract documents.

Section Two, Special Provisions and Specifications, Subsection C, Minimum Requirements. Add the following after paragraph 5:

6. Either the technician(s) or supervisor(s) working on site at PMGAA must meet the Minimum Requirements as set forth in paragraph 2 and 3 of this Section C.

Exhibit 1, page 33. Delete this page in its entirety, replace with page 33 as attached to this addendum number 1. Panel type has been added to the exhibit.

The following questions were asked at the pre-submittal meeting on August 12, 2020:

Q1 - Do you need a badging application with the submittal or is that required after the award?
A1 - The badging and ramp certification is completed after contract award.

Q2 - Are the flight line extinguishers separate from what the Airport handles or is that included in this RFP?
A2 - Those are separate. The Airport’s vehicle maintenance department takes care of everything on the ramp.

Q3 - Are there any lifts needed to access any devices and are those provided by the Airport or should proposers include those charges in their proposal?
A3 - During the Test and Inspect services the Airport would provide any lifts, if necessary. If a lift was needed during maintenance or repair the Airport would let the contractor know ahead of time if we could not provide the lift and the contractor would then include it in their quote for that separate work. The Airport does have 2 lifts in the Terminal area that the contractor would have access to as well as a scissor lift.
Q4 - Does the Airport handle the weekly/monthly pump runs internally?
A4 - Yes.

Q5 - How many foam generators are there?
A5 - The Airport does not have foam generators, we only have foam systems.

Q6 - The majority of the Inspection services are to be completed during the daytime or nighttime?
A6 - These services should be completed during the daytime.

Q7 - Who is the Airport’s water purveyor?
A7 - The City of Mesa is the only water purveyor for the Airport.

Q8 - What pumps does the Airport have, electric or diesel?
A8 - Diesel.

Q9 - Do we have to provide the oil for the pumps?
A9 - No, the Airport’s vehicle maintenance department will provide the oil.

Q10 - Do we have to do your flows through the flowmeter or test header?
A10 - The Airport does both, we have the test header and we do have a meter for this that has to be calibrated this year. The issue with going off of the test header is that has not been graded properly so if you flow too much water, it goes out the gate and into the lot next door. So, we have definitely have to watch that.

Q11 – Does Mesa support the calibration?
A11 - Yes.

Q12 - Is the RFP an all or nothing quote or will you accept partial quotes?
A12 - The submittal must address and provide pricing for all services requested.
Q13 - Who is the Airport’s current contractor?

A13 - The Airport does not have one sole provider for these services. One of the reasons we have issued an RFP is to consolidate all the services for efficiencies. The majority of the work being done is currently performed by Crossfire Protection, LLC.

The attendance sheet from the Pre-submittal Meeting is included and made part of this Addendum 1.

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

Offeror hereby acknowledges receipt and understanding of above addendum.

P. Shayne Castellani 8/24/2020
Signature Date

P. Shayne Castellani
Print Name and Title

Cross Fire Protection LLC
Name of Company

The above referenced Solicitation Addendum is hereby executed August 13, 2020 at PMGAA, Mesa, Arizona.

Marian Whilden
Procurement Coordinator
Phoenix-Mesa Gateway Airport Authority
# RFP Pre-Bid Meeting and Site Walk

## RSVP List

<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
<th>Email</th>
<th>Phone</th>
<th>Present?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darrell Weenink</td>
<td>RCI Systems, LLC</td>
<td><a href="mailto:dweenink@rcifire.com">dweenink@rcifire.com</a></td>
<td>480-479-3989</td>
<td>yes</td>
</tr>
<tr>
<td>Kim Tisdale</td>
<td>Johnson Controls Fire Protection</td>
<td><a href="mailto:kymberlee.tisdale@jci.com">kymberlee.tisdale@jci.com</a></td>
<td>602-315-6122</td>
<td>yes</td>
</tr>
<tr>
<td>David Paul</td>
<td>FSEC</td>
<td><a href="mailto:Dpaul@fsec.net">Dpaul@fsec.net</a></td>
<td>602-469-5894</td>
<td>yes</td>
</tr>
<tr>
<td>Molly Smith</td>
<td>AP Fire Protection</td>
<td><a href="mailto:msmith@apfirepro.com">msmith@apfirepro.com</a></td>
<td>602-377-7920</td>
<td>yes</td>
</tr>
<tr>
<td>Art Olson</td>
<td>LVC Companies</td>
<td><a href="mailto:aolson@lvcinc.com">aolson@lvcinc.com</a></td>
<td>952-292-2202</td>
<td>yes</td>
</tr>
<tr>
<td>Shayne Castellani</td>
<td>Cross Fire Protection</td>
<td><a href="mailto:shayne@azcrossfireprotection.com">shayne@azcrossfireprotection.com</a></td>
<td>480-450-0690</td>
<td>yes</td>
</tr>
<tr>
<td>Phillip Young</td>
<td>National Fire Control</td>
<td><a href="mailto:phillip@nationalfirecontrol.com">phillip@nationalfirecontrol.com</a></td>
<td>602-721-5153</td>
<td>yes</td>
</tr>
<tr>
<td>Steve Perez</td>
<td>Summit Fire Protection</td>
<td><a href="mailto:sperez@summitfire.com">sperez@summitfire.com</a></td>
<td>480-436-0131</td>
<td>yes</td>
</tr>
<tr>
<td>Rick Lutz</td>
<td>Allied Fire Protection</td>
<td><a href="mailto:rick@alliedfireco.com">rick@alliedfireco.com</a></td>
<td>480-283-7168</td>
<td>yes</td>
</tr>
<tr>
<td>Tim Neylon</td>
<td>American Fire Equipment</td>
<td><a href="mailto:TimN@americanfire.com">TimN@americanfire.com</a></td>
<td>602-309-6448</td>
<td>yes</td>
</tr>
<tr>
<td>Albert Lopez</td>
<td>Complete Fire Protection</td>
<td><a href="mailto:estimating@completefireaz.com">estimating@completefireaz.com</a> <a href="mailto:service@completefireaz.com">service@completefireaz.com</a></td>
<td>480-226-4312</td>
<td>yes</td>
</tr>
<tr>
<td>Chris Moore</td>
<td>Orr Protection</td>
<td><a href="mailto:cmoore@orrprotection.com">cmoore@orrprotection.com</a></td>
<td>480-389-7038</td>
<td>yes</td>
</tr>
</tbody>
</table>
Solicitation Number: 2021-006-RFP   Addendum Number: 2

Fire System Testing, Inspection, Monitoring, and Repair

Due Date and Time: August 26, 2020 at 1:59 pm Arizona time

---

A signed copy of this addendum must be included with proposal

The following questions were submitted in writing prior to the deadline:

Q1 - Is a full dump of the AFFF required?
A1 - No, a full dump is not required. The Airport flows enough foam to get a good sample to test.

Q2 - If we perform a full dump of the AFFF, who is responsible for the refilling of the bladders with the foam mixture after the dump?
A2 - The contractor will be responsible for replacing AFFF.

Q3 - If we are responsible, tech time and pricing for the foam will need to be included in the contract?
A3 - No, the contractor would bill the Airport separate from the contract for refilling the bladders. However, testing the foam and the system would be included under the contract and should be included in Offeror’s proposal.

Q4 - If we need to include in quote, how large are the bladders for each AFFF tank? We would need to know how much foam mixture would need to be included to refill after a dump.
A4 - This is not applicable. Please see answer to question three above.

Q5 - Can signatures be scanned/electronic or must they be wet?
A5 - PMGAA will accept scanned/electronic signatures.
ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

Offeror hereby acknowledges receipt and understanding of above addendum.

<table>
<thead>
<tr>
<th>P. Shayne Castellani</th>
<th>8/20/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>P. Shayne Castellani/ Owner</td>
<td></td>
</tr>
<tr>
<td>Print Name and Title</td>
<td></td>
</tr>
<tr>
<td>Cross Fire Protection LLC</td>
<td></td>
</tr>
<tr>
<td>Name of Company</td>
<td></td>
</tr>
</tbody>
</table>

The above referenced Solicitation Addendum is hereby executed August 17, 2020 at PMGAA, Mesa, Arizona.

Marian Whilden
Procurement Coordinator
Phoenix-Mesa Gateway Airport Authority

Pg. 50
Relevant Firm Experience

1. Cross Fire Protection personnel have installation, inspection and repair experience that totals approximately 88 years of combined industry experience. We have all worked for multiple different companies throughout our careers. We have also worked together in some capacity at the same companies off and on for approximately 8 to 10 years before coming together as Cross Fire Protection.

2. Projects:
   - Phoenix-Mesa Gateway Airport 6263 South Taxiway Circle Mesa, AZ 85212
     Performed the Annual, Semi-Annual, and quarterly fire inspections. Conducted repairs on the AFFF foam systems and replaced outdated fire alarm panels.

   - Albertsons Distribution Center 400 S. 99th Ave Tolleson, AZ 85212
     Performed the Annual and Semi-Annual fire system Inspections on all the Dry, Preaction, Wet, Fire alarm, Fire pump, Hydrants and Backflows for the 1 Million square foot facility from 2015 to Present.

   - UPS distribution Centers
     Performed the Annual, Quarterly and Monthly fire system inspections from 2017 to present.
     Goodyear 16601 W. Sells Dr, Goodyear, AZ 85395
     Phoenix 3150 N. 31st Ave, Phoenix, AZ 85017
     Tempe 1975 E. Wildermuth Ave, Tempe, Az 85281
     Mesa 5552 E. Inverness Ave, Mesa, AZ 85206

3. Filed under Tab G

4. Cross Fire Protection Will have (3) technicians that are assigned to PMGA for the Fire services. They will be onsite for the entirety of the annual inspections and any inspections thereafter.

5. Cross Fire has been working with local and state authorities on various projects at the airport for the past 15 years. We conduct services, repairs and replacements of fire protection systems and equipment throughout Arizona. During these projects we are required to pull permits and conduct inspections with the local and state fire marshals and building inspectors.

6. Claims or Litigations:
   a. We have not filed any Litigations, arbitrations and/ or claims against any project owner as a result of a dispute.
   b. During our 5 ½ years as Cross Fire Protection we have had only (1) water damage claim at a building in Phoenix. Since that time, we have implemented better safety practices and have incorporated more detailed checklists to help alleviate this ever happening again.
   c. We have never been terminated from any project to date.
1. Team experience:
   - Marcus Huffman supervisor:
     Specializes in Wet based systems.
   - Bill Thompson Field Lead:
     Specializes in Wet Based systems.
   - Jason Coffman Field Technician:
     Specializes in Fire extinguishers, Emergency & Exit Lights.
   - Ryan Speirs Field Technician:
     Specializes in low voltage systems & Air sampling systems.
   - Tim Babcock Field Technician:
     Specializes in Special Hazard systems & Air sampling systems.
   - Shayne Castellani Owner:
     Specializes in High Hazard & Special Hazard systems.

2. Team member roles:
   - Shayne Castellani is responsible for coordinating and scheduling the inspections and repairs. He will also be conducting the AFFF and fire pump inspections and repairs. (certified in Fire pumps, Foam systems, fire alarms and wet based systems)
   - Marcus Huffman Will be one of the technicians responsible for conducting the inspections and repairs on the wet based systems and fire pump testing and repairs. (certified for fire pumps, Backflows & wet based systems)
   - Bill Thompson will be one of the technicians responsible for conducting the inspections and repairs on the wet based systems and fire pump testing and repairs. (certified for fire pumps & Backflows)
   - Jason coffman will be responsible for conducting the Fire extinguisher inspections and repairs and will help on the inspections. (certified for Fire extinguishers and previously for wet based systems)
   - Ryan Speirs main responsibility will be to conduct the inspections and repairs on the fire alarm systems.
   - Tim Babcock’s responsibility will be to assist the lead technicians with the repairs and inspections.

3. Subcontractors
   - No Subcontractors required for the annual fire inspections.
Project Understanding and Approach

1. The PMGA project as I understand it is to accommodate a 3 year contract with the option of 5 years.
   - During this contract period we will be responsible for conducting the Annual, Semi-Annual and Quarterly fire system inspections on the buildings that PMGA services. We would also be responsible for the repairs and or modifications to the systems as they arise.
   - Some of the special requirements of this contract are the AFFF systems in Hangers 31 and 1084. These systems require special attention due to the environmental issues that are affected.
   - Included with this project is the monitoring of the fire alarm panels for the existing buildings that have fire panels.

2. If we are to retain the contract for PMGA our first items to be addressed would be the annual fire system inspections. We would coordinate with the facilities staff and create a plan to systematically test each building and monitored account. During which we would conduct the backflow testing at the same time in order to cut down on any distractions or interruptions to the tenants.

3. All of the fire inspections will be handled by inhouse employees and the fire monitoring will be run through the Fm approved monitoring station.

4. All of the inspections will be scheduled with the facilities staff and kept to a strict schedule so as not to interfere with the day to day operations of the airport.

5. To facilitate a smooth inspections schedule and to help cut down on the interruptions to the tenants and the airport. We will only schedule the appropriate amount of inspections per day and will make sure to communicate often to the facilities staff of any changes. All our reports are electronic based and are filled out while onsite. This helps us be more efficient and we can communicate to the customer what we found during the inspections more easily and effectively.
   We utilize scheduling software (Mhelp) that enables us to be in the field and still receive live updates to the schedule. This allows us to be completely mobile based and gives us the ability to be flexible incase any schedule changes occur.
William Thompson  
1417 W. Belmont Red Trail San Tan Valley, Arizona 85143  
Phone: 480-229-4989 E-Mail: Bill@azcrossfireprotection.com

**Objective**

After years of experience, seeking work as a Fire Safety Specialist within a qualified and stable company.

**Experience**

<table>
<thead>
<tr>
<th>Company</th>
<th>Years</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cross Fire Protection</td>
<td>2017-Present</td>
<td>Field supervisor who specializes in fire pump testing, inspections, repairs, backflows and fire sprinklers. Identifying and repairing the deficiencies that is required to stay in compliance of code.</td>
</tr>
<tr>
<td>American Fire Equipment</td>
<td>2014-2017</td>
<td>Specialized in backflows and fire sprinklers. Identifying and repairing the deficiencies that is required to stay in compliance of code.</td>
</tr>
<tr>
<td>Metro Fire Equipment</td>
<td>2012-2014</td>
<td>Specialized in backflows and fire sprinklers. Identifying and repairing the deficiencies that is required to stay in compliance of code.</td>
</tr>
<tr>
<td>Allied Fire Equipment</td>
<td>2009-2012</td>
<td>Specialized in backflows, wet systems and dry system inspections. Also specialized in FM200 and other special systems.</td>
</tr>
<tr>
<td>Arrow Automatic Sprinklers</td>
<td>2006-2009</td>
<td>Specialized in backflows, wet systems and dry system inspections. Also specialized in tenant improvement and repairs.</td>
</tr>
<tr>
<td>United States Marine Corps</td>
<td>1994-1998</td>
<td>Corporal infantry squad leader. Lead Marines through every day tasks to special operations.</td>
</tr>
</tbody>
</table>

**Education**

<table>
<thead>
<tr>
<th>School</th>
<th>Years</th>
<th>Courses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mesa Community College</td>
<td>2002-2003</td>
<td>Fire science courses</td>
</tr>
<tr>
<td>Westwood High School</td>
<td>1991-1994</td>
<td>Received diploma</td>
</tr>
</tbody>
</table>

**Skills**

Twenty years of experience working with wet system, dry systems, FM200, backflows, fire pump, and alarm inspections. Exceptional customer service experience working with others.
EXPERIENCE

FEBRUARY 1994 – MAY 1997
FIRE SPRINKLER INSPECTION TECHNICIAN, GC FIRE SPRINKLER TESTING
740 South Carriage Circle
Anaheim Hills, CA 92807
(714) 998-9982
Conducted inspection and testing on water-based systems, modifications on existing systems and assisted in pressure testing of dry standpipe systems.

JULY 2000 – AUGUST 2001
FIRE SPRINKLER INSPECTION TECHNICIAN, AIDANT FIRE PROTECTION
15836 North 77th Street
Scottsdale, AZ 85260
(480) 607-4600
Conducted inspection and testing on water-based systems, modifications on existing systems and assisted other technicians with inspection and testing of special hazard systems. Conducted inspection and testing of water-based systems, modification on existing systems and assisted other technicians with inspection and testing of special hazard systems. Assisted alarm technicians with alarm service and troubleshooting of alarm systems. Tested, maintained and inspected backflow assembly devices.

AUGUST 2001 – AUGUST 2003
FIRE SPRINKLER/BACKFLOW INSPECTION TECHNICIAN, ROADRUNNER FIRE AND SAFETY EQUIPMENT (NOW KNOWN AS CINTAS)
5432 West Missouri Avenue
Glendale, AZ 85301
(623) 939-7979
Conducted inspection and testing of water-based systems, modification on existing systems and assisted other technicians with inspection and testing of special hazard systems. Assisted alarm technicians with alarm service and troubleshooting of alarm systems. Tested, maintained and inspected backflow assembly devices.

JUNE 2006 – SEPTEMBER 2010
FIRE SPRINKLER/EXTINGUISHER INSPECTION TECHNICIAN, AERO AUTOMATIC SPRINKLER
21605 North Central Ave
Phoenix, AZ 85024
(623) 580-7800
Conducted inspections and testing of water-based systems. Assisted with testing and inspections of special hazards, pre action, dry, fire pump and miscellaneous other systems. Inspected, maintained and tested fire extinguishers and apparatus. Conducted and flow tested private service mains.
OCTOBER 2010 – OCTOBER 2011
FIRE SPRINKLER/EXTINGUISHER INSPECTION TECHNICIAN, SAFEGUARD SECURITY
8454 North 90th St
Scottsdale, AZ 85258
(480) 609-6200
Conducted inspections, testing and maintenance of water-based fire sprinkler systems. Conducted inspections and flow testing of private service mains and their apparatus. Testing and inspections of portable fire extinguishers and apparatus.

OCTOBER 2011 – JANUARY 2018
FIRE SPRINKLER INSPECTION TECHNICIAN, AMERICAN FIRE EQUIPMENT SALES AND SERVICE
3107 West Virginia Ave
Phoenix, AZ 85009
(602) 433-2484
Conducted inspections, testing and maintenance of water-based fire sprinkler systems. Conducted inspections and flow testing of private service mains and their apparatus. Testing and inspections of portable fire extinguishers and apparatus. Testing, repairs and installation of backflow assemblies.

FEBRUARY 2018 – PRESENT
LEAD INSPECTION TECHNICIAN, CROSS FIRE PROTECTION, LLC
703 E Ironwood Dr
Chandler, AZ 85225
(480) 450-0690
Conducted inspections, testing and maintenance of water-based fire sprinkler systems, fire alarm systems, emergency and exit lights, fire pumps, and fire extinguishers. Conducted inspections and flow testing of private service mains and their apparatus. Conduct repairs, minor installations, and tenant improvements on all types of life safety equipment. Overseeing and management of inventory and supplies. Knowledge of testing, repairs, installation of backflow assemblies and special hazard systems.

EDUCATION
MAY 1994
DIPLOMA, APACHE JUNCTION HIGH SCHOOL

ACCREDATIONS

• CPR/First Aid Training
• OSHA 10-hour Construction Safety and Health
• Self-Propelled Safety Training
• CSA- Fire Extinguishers

FORMER ACCREDATIONS

• Level 1 NICET certified in Inspection and Testing of Water –Based Sprinkler Systems
• ABPA Certified in backflow assembly testing
• CSA- Commercial Fire Sprinkler
Professional Summary

Fire protection expert with 19 years of experience. Skilled in personnel management, project management and client relations. Well versed in on-site repair and installation, effective communications and coordination of logistics.

Highlights

- Self-motivated
- Strong work ethic
- Experienced in multiple types of systems
- Professional appearance
- Punctual
- Safety minded
- OSHA certified
- Excellent communicator
- Problem solver

ACCOMPLISHMENTS

Quick learner, diligent professional, an effective leader. Future goals include help run a small Fire Protection company and be a crucial role in the growth of that company.

CERTIFICATIONS

- NICET - Level 1 Inspection and testing of wet-based systems
- Backflow Prevention Institute (IAPMO-BPI)
- Backflow repair Trained (ASSE)
- Fire Pump University trained
- OSHA 10 Hour

EXPERIENCE

7/2020 – Current  Cross Fire Protection, LLC – Chandler, AZ
Field Supervisor

12/2017 – 7/2020  Copperstate Fire – Tolleson
Service Field Foreman

5/2017 – 12/2017  Climatec – Phoenix
Service Field Foreman

4/2015 – 5/2017  Copperstate Fire - Tolleson
Service Field Foreman

Field Technician

Field Technician

Field Technician

Field Technician
Dear perspective employer,

My name is Ryan Speirs and I have been working with in the telecommunications industry for several years, developing my skills as a service technician to a team leader while growing to understand not only structured wiring, but the client's needs as well. I enjoy what I do, bringing a quality service to a client's business and installing the desired products for them while tailoring the install for their specific needs. I am also able to recognize and identify the reason behind issues that arise and can fix them properly the first time. I would consider myself detail oriented, motivated and a team player, capable of performing and completing any task placed in front of me. I am always up for a challenge and learning new materials and techniques, as this is what drives me in today's ever-growing industry.

Currently I am working towards my CSA and NICET certifications in fire alarm and suppression systems and looking forward to the next step in my career.

QUALIFICATIONS

- Strong Communication Skills + I.P.C. Configuration
- Strong Problem-Solving Skills + V.O.I. P Configuration
- Strong Mathematical Skills + Analog Phone Configuration
- Strong Mechanical Skills + P.O.E. Configuration
- Strong Customer Service + Switch Configuration
- Microsoft Word, Excel, PowerPoint + Patch Configuration
- P.C.T Certification + Terminating Cat5/5E, Cat 6 & Rg 59,6 & 11
- FCC Certification + Networking C.M.E. Configuration
- BMW Tier One Certification + Phone & Data Analysis & Troubleshooting
- Honda Certifications (Honda Registered Technician)
- Dynojet Operations Seminar 1
Professional Summary

Efficient fire protection expert with 24 years of experience. Accomplished in completing projects on time and under budget. Skilled in personnel management, project management and client relations. Well versed in on-site construction supervision, effective communications and coordination of logistics.

Highlights

- Safety minded
- Commercial system expert
- Experienced in multiple types of systems
- Professional appearance
- Excellent communicator
- Problem solver
- Results oriented production
- Strong work ethic
- Punctual
- Effective scheduler
- Self motivated
- OSHA certified

ACCOMPLISHMENTS

Managed and created Inspections and repair teams at different companies. Incorporated software programs that minimized the use of paper documents and in-turn improved the overall efficiency of the department.

Trained numerous apprentices, Headed safety programs. Lead multiple projects from the Design stage to final inspection stage or COF O.

Quick learner, diligent professional, an effective leader. Future goals include building the Cross Fire Protection Co. Into a strong ethical company that employs like-minded people with the passion to share their experience.

CERTIFICATIONS

- NICET license since 1999 - Level 1 Fire Alarm systems, Level 2 Inspection and testing of wet-based systems #113630 (recert. 9/20/2020)
- American backflow Prevention Association
- FIRE PUMP: SPP, Firetrol and Tornatec Factory trained
- FIRE PANELS: Siemens, Notifier, System Sensor and Honeywell
- AFFFF SYSTEMS: Det-Tronics and Ansul
- AZROC Registered Contractor since 2015 (current through 10/31/21) Accredited with BBB since 2016

EXPERIENCE

Owner/Operator

Service Field Foreman

Inspections Mgr/Service Field Foreman

SERVICE FIELD FOREMAN

Field Technician
Timothy Babcock

Profile

Innovative and skilled sheet metal fabricator/welder with over 20 years invaluable experience in design, manufacture, and repair on a wide variety of projects including, but not limited to: fighter/commercial aircraft, tactical upgrades, shipboard habitability, and quality of life assignments. Comprehensive background in the areas of inventory control, material handling and distribution, corrosion control and preventative maintenance programs, hazmat, and quality assurance. Able to coordinate multiple priorities and objectives while working under strict deadlines, maintaining positive customer and co-worker rapport. Acknowledged team leader who motivates others to set personal goals and increase productivity. Proven worker who can function collaboratively or independently. Goal oriented possessing a strong work ethic as well as steadfast dedication to always achieve success in all personal and professional endeavors.

Experience

- 20 Years US Navy
- Aeronautical Welder
- Aviation Structural Mechanic- Sheet Metal Fabricator
- Composite Structural Repair Technician
- Hazardous Material and Environmental Control Technician
- Quality Assurance Representative
- Commercial Aircraft- Structural and Composite Repair Technician
- Fire Suppression Technician

Relevant Skills and Accomplishments

- Able to read and interpret engineering orders, blueprints, technical specifications, service manuals, mechanical diagrams, and oral instructions to manufacture and structure equipment.
- Depot level major overhaul structural fabrication repairs: with ability to design, fabricate, assemble, and repair complex parts and assemblies, related tools, supporting structures, jigs and templates.
- Designs and manufactures tools necessary to streamline the process of projects, reducing repair time, and ensuring the quality and integrity of products, resulting in cost savings for maintenance and procurement.
- Maintained aircraft repair logs, prepared, and submitted reports as required.
- Outstandingly trained subordinate personnel in the assessment and repair of aircraft, increasing productivity and reducing project backlog.
- Performed Quality Assurance in-process inspections and final inspections on the repair/rework cycle of components for conformance to applicable technical data, engineering drawings, standards, and specifications in addition to, accompanying records and documents.
- Specializes in major overhaul and minor repairs of composite structural panels; manufactures and repairs honeycomb composite panels involving multi process hybrid repairs using various combinations of fiberglass, graphite, and Kevlar to include hot and cold metal bonding.
- Autoclave operational experience.
- Experienced in various welding processes using gas tungsten arc welding (TIG), shielded metal arc welding (SMAW), gas metal arc welding (MIG), and oxy-fuel brazing (OFB); using a variety of metals including aluminum, stainless steel, carbon steel, and precipitating hardening nickel based alloys, with welds ranging from simple tacks to complex welds.
- Welds to aeronautical test and inspection standards utilizing X-Ray, dye penetrate, and acid etch methods.
- Contracted by Task Aerospace, Mesa, AZ to support UTC Aerospace Systems (UTAS)/Hurricane Mesa Test Facility, Utah, by facilitating the manufacture and assembly of complex aircraft ejection seat test stands. Utilized technical drawings/instructions and collaborated with engineers to successfully deliver project, exceeding customers’ expectations.
• Supervised and performed duties associated with Hazardous Material Control and Management; responsible for requisition, receiving, issuing, stowing, inventorying, offloading, and responding to hazardous material spills in accordance with federal, state, and local environmental compliance regulations.

• Conducted routine receiving/screening inspections on hazardous material handling, usage, and disposal along with ensuring the accuracy of logs and records; taking corrective action as required and providing reports to proper authorities.

• Meticulously managed consumable supply inventory and budget ensuring necessary materials were readily available, avoiding shortages.

• Responsible for rescue operations, preventing and extinguishing fires, providing emergency medical aid, and handling shipboard damage-control functions.

• Qualified to certify a confined space as being safe to enter without the use of an air-purifying or supplied air (SAR/SCBA) respirator.

• Ran a 60,000 square foot sprinkler pipe reconfigure and repair project for warehouse in-rack fire suppression system.

• Responsible for the installation of a 40,000 square foot air sampling fire detection system.

• Noted for being a perfectionist and continuously completing tasks in an efficient manner with relentless effort.

Training and Certifications

US Government SECRET Clearance (Inactive)

Commercial Aircraft Composite Technician
Dimension/Strom Aviation, Sky Harbor International Airport, Phoenix, AZ
Autoclave Gen/Fam DCP7000 Operation Course, 1997
Advanced Composite Training Course, 1997
DC10 and DC9/MD80 Gen/Fam Training, 1997

Aircraft Structural Mechanic
US Navy
Aviation Structural Mechanic A School
Advanced Composite Repair Course, 1994
F-14 Structural School
Aviation Structural Mechanic Apprenticeship, 1997

Welder
US Navy
Aircraft Support Equipment Basic Welder Qualification Course, 2001

Hazardous Waste
US Navy
Hazardous Material Control and Management (HMC&M) Technician Course, 2011

Quality Assurance
US Navy
OMA Quality Assurance Administration Course, 2009

Fire Suppression Technician
US Navy, Shipboard Firefighting, 1990
Shipboard Firefighting-Self Contained Breathing Apparatus (SAR/SCBA), 2008
Aviation Gas Free Engineering, 2002
Cross Fire Protection, LLC-SAFE Fire Detection, LLC- Pro-Series Industrial Training, 2020

Additional Information and Professional References Available Upon Request

Pg.20
IMPORTANT NOTICE
YOU MUST:

1.) REPORT DISASSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4.9-110]

Cross Fire Protection LLC
703 E Ironwood Dr
Chandler, AZ 85225-1728

IMPORTANT NOTICE
YOU MUST:

1.) REPORT DISASSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4.9-110]

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2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4.9-110]

Cross Fire Protection LLC
703 E Ironwood Dr
Chandler, AZ 85225-1728

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Cross Fire Protection LLC
Contractors License No. ROC 301655 CLASS C-16
Specialty Commercial Fire Protection Systems
This card must be presented upon demand

Jeff Fleetham, Director
Board Action Item

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Wildlife Hazard Assessment Services
Date: October 20, 2020

Proposed Motion
To authorize a contract with JE Fuller/Hydrology & Geomorphology, Inc. (JE Fuller) for Wildlife Hazard Assessment Services, in an amount not to exceed $67,490.00.

Narrative
The Wildlife Hazard Assessment (WHA) is an FAA required and approved assessment performed by an FAA approved Airport Qualified Wildlife Biologist. The WHA is completed every ten years or after a regulatory threshold or a qualifying event is met or occurs. The last WHA was performed in 2011, and this WHA will be completed in 2021 meeting the 10-year criteria. Since that time multiple on-airport and off-airport developments have resulted in increased wildlife observations which meet the criteria of a qualifying event. The Wildlife Hazard Management Plan (WHMP) is developed from data and observation from the WHA and is approved as part of the Airport Certification Manual (ACM) by the FAA.

It is PMGAA’s intent to award an agreement to an experienced and qualified firm to conduct a WHA in accordance with FAA Advisory Circulars AC 150/5200-36B and AC 5200/-38, or the most current versions thereof, in order for PMGAA to prepare/revise its WHMP.

Request for Proposal No. 2021-001-RFP for Wildlife Hazard Assessment Services was issued on July 2, 2020 and advertised in the Arizona Business Gazette on July 2, 9, 16, and 23. The notice was also posted on the Airport’s website, as well as the following websites: AzAA, ACC, and ACI-NA In addition, the RFP notice was emailed to over 30 prospective respondents. The Airport received 5 proposals:

- Blue Wing Environmental, LLC
- JE Fuller/Hydrology & Geomorphology, Inc.
- Loomacres Wildlife Management
- SES Energy Services
- SWCA Environmental Consultants

The Evaluation Panel reviewed all proposals and interviewed the top three firms on September 8, 2020. The Panel recommends contract award to JE Fuller based on the award criteria set forth in the RFP.

Fiscal Impact
The expense, $67,490.00, for a WHA is budgeted in the FY21 OPM Operating Budget.
Attachment(s)
Contract for Wildlife Hazard Assessment Services
Proposal
RESOLUTION NO. 20-39

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

WHEREAS the Authority desires to authorize a contract with JE Fuller/Hydrology & Geomorphology, Inc. (JE Fuller) for Wildlife Hazard Assessment Services, in an amount not to exceed $67,490.00;

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

The Board of Directors of the Authority hereby authorizes a contract with JE Fuller/Hydrology & Geomorphology, Inc. (JE Fuller) for Wildlife Hazard Assessment Services, in an amount not to exceed $67,490.00. This resolution also authorizes the Chair or Executive Director/CEO to execute such contract, with such insertions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of October, 2020.

Gail Barney, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board Jill Casson Owen, Attorney
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY

AND

JE FULLER / HYDROLOGY & GEOMORPHOLOGY, INC.

FOR

WILDLIFE HAZARD ASSESSMENT SERVICES

CONTRACT NUMBER C-20200129

The Phoenix-Mesa Gateway Airport is owned and operated by the Phoenix-Mesa Gateway Airport Authority (PMGAA), a joint powers airport authority authorized by the State of Arizona and consisting of the City of Mesa, City of Phoenix, City of Apache Junction, Town of Gilbert, Town of Queen Creek and the Gila River Indian Community.
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Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona ("PMGAA") desires performance of the services more fully described in this Contract Number C-2021001 ("Contract") and the attached exhibits. JE Fuller / Hydrology & Geomorphology, Inc., an Arizona Corporation ("Consultant"), with its principal offices located at 8400 S. Kyrene Road, #201, Tempe, Arizona, 85284, desires to perform these services.

Recitals

A. PMGAA requires the services as described in this Contract, including any and all exhibits and amendments, and Consultant is willing to provide these and other services under this Contract; and

B. PMGAA desires to contract with Consultant to provide services as noted herein.

Now therefore, in consideration of the recitals and the mutual covenants set forth below, PMGAA and Consultant agree as follows.

SECTION I – CONSULTANT SERVICES

The services to be performed by Consultant are specified in this Contract. PMGAA will not pay Consultant for any services that have not been authorized under the Contract. There is no guarantee of a minimum purchase of services.

The anticipated services to be provided by Consultant under this Contract shall generally include, but not be limited to, the following: creating a Wildlife Hazard Assessment in accordance with FAA Advisory Circulars 150/5200-36B and 150/5200-338, as more specifically described in the detailed scope of services attached as EXHIBIT A, "Scope of Services & Fee Schedule."

PMGAA’s authorized representative shall be the PMGAA Operations and Maintenance Director, or his/her duly authorized representative, and that he/she shall be the sole contact for administering this Contract.

All services provided by Consultant under this Contract must be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Arizona. Consultant makes no other warranty, expressed or implied.

SECTION II – PMGAA RESPONSIBILITIES

PMGAA shall furnish Consultant, at no cost to Consultant, the following information or services for this Contract:

A. Access to copies of readily available maps, records, as-built drawings, benchmarks or other data pertinent to work assignments affiliated with this Contract. This does not, however, relieve Consultant of the responsibility of searching records for additional information, for requesting specific information or for verification of that information provided. PMGAA does not warrant the accuracy or comprehensiveness of any information or documents provided to Consultant.

B. In PMGAA’s discretion and upon Consultant’s reasonable request, access to staff for consultation with Consultant during the performance of this contract in order to identify the problems, needs, and other functional aspects of the work.

C. Prompt review of and feedback on Consultant’s deliverables. PMGAA will advise Consultant concerning progress of PMGAA’s review of the work, as needed.

SECTION III - PERIOD OF SERVICE

Consultant shall complete all work in accordance with the provisions of this Contract as amended.

All work initiated under this Contract must be completed on or before the expiration date of the Contract as amended.

The term of this Contract shall commence on October 21, 2020 and ends upon final completion and acceptance by PMGAA of the project, as defined by the Scope of Services ("Term"), unless terminated, canceled or extended as provided in this Contract.
Consultant shall commence its services no later than seven (7) days of the written authorization by PMGAA. Consultant shall perform its services in a diligent manner and in accordance with this Contract.

SECTION IV – KEY PERSONNEL

The Consultant itself shall provide all services to be performed under this Contract. If Sub-Consultants are required by Consultant to perform any services listed under this contract, Consultant shall notify PMGAA prior to authorizing work by said Sub-Consultants. PMGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.

SECTION V - PAYMENTS TO THE CONSULTANT

Consultant will be paid for work performed under this Contract plus any adjustments that have been approved in writing by PMGAA in accordance with PMGAA’s Procurement Policy. Payments will be made in accordance with EXHIBIT B, “Compensation.”

All services to be rendered by Consultant are subject to the terms of EXHIBIT B, “Compensation” attached hereto.

PMGAA does not guarantee any minimum or maximum fee during the Term of this Contract, and Consultant, in executing this Contract, shall not anticipate or require any minimum or maximum fee.

SECTION VI - ALTERATION IN SCOPE OF SERVICES

For any alteration in the Scope of Services that would materially increase or decrease the Contract fee, the parties shall negotiate an amendment to the Contract to be executed by PMGAA and Consultant. No work shall commence on any amendment or change until the amendment has been approved by PMGAA and Consultant has been notified to proceed by PMGAA. No claim for extra work done or materials furnished by Consultant will be allowed by PMGAA, except as provided herein, nor shall Consultant do any work or furnish any materials not covered by this Contract unless the work is first authorized in writing by PMGAA and the change complies with PMGAA’s Procurement Policy. Any work or materials furnished by Consultant without advance, written authorization will be at Consultant’s own risk, cost, and expense. Without written authorization, Consultant shall make no claim for compensation for such work or materials furnished.

SECTION VII - WORK ASSIGNMENT COMPLETION

If, during the Term of this Contract, situations arise which prevent work completion within the allotted time, PMGAA may grant an appropriate time extension.

SECTION VIII - OWNERSHIP OF DOCUMENTS

Any documents, including all electronic copies thereof, prepared under or as a result of this Contract, shall be the property of PMGAA. To the extent necessary to effectuate such ownership, Consultant hereby assigns all right, title and interests to such documents to PMGAA. Consultant shall execute any separate contracts or documents, if any, which may be necessary to implement the terms of this Section.

All of Consultant’s documents prepared under this Contract, including electronic files, are instruments of service. All of these documents become the property of PMGAA upon completion of each work assignment and payment to Consultant. PMGAA may reuse or modify the documents, as it deems necessary, without Consultant’s prior written authorization. PMGAA shall indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, the “Consultant”) against any and all damages, liabilities or costs arising from PMGAA’s modification of documents produced by Consultant under this Contract unless Consultant authorizes the modification in writing.

SECTION IX - COMPLIANCE WITH LAWS

Consultant shall comply with all federal, state and local laws, local ordinances and regulations throughout the Term.

Consultant’s signature on this Contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform and Control Act of 1986 for all personnel that Consultant and any subconsultants employ to complete any work assignment.

PMGAA shall administer this Contract in accordance with PMGAA’s Procurement Policy.
SECTION X - GENERAL CONSIDERATIONS

A. The failure of either party to enforce any of the provisions of this Contract or require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of the provisions, nor shall it affect the validity of this Contract or the right of either party to enforce each and every provision.

B. The fact that PMGAA has accepted or approved Consultant’s work shall in no way relieve Consultant of responsibility for the work under this Contract.

C. This Contract shall be governed by the laws of the state of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract, or any provision thereof, shall be instituted only in the courts of the state of Arizona.

D. All exhibits to this Contract and any amendments to the Contract are incorporated into it.

SECTION XI - NO KICK-BACK CERTIFICATION

Consultant warrants that no person has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the PMGAA Board of Directors or any employee of PMGAA has any interest, financially or otherwise, in Consultant’s firm.

For breach or violation of this warranty, PMGAA may annul this Contract without liability.

SECTION XII – SUSPENSION OF SERVICES

Consultant shall, within five (5) business days upon receiving written notice from PMGAA, suspend, delay, or interrupt all or a part of the Scope of Services. Consultant shall resume the Scope of Services within five (5) business days of receiving written notice from PMGAA.

SECTION XIII – TIMES OF PAYMENTS

Consultant shall submit monthly invoices for services actually completed. PMGAA shall review, certify, and approve or reject each invoice in whole or in part. PMGAA shall pay each approved invoice within 30 calendar days of the date that PMGAA approves the invoice.

SECTION XIV – TIMELY REVIEW

PMGAA will review Consultant’s studies, reports, proposals, and other related documents and render any decisions required by Consultant in a timely manner. Notwithstanding these reviews, Consultant remains solely responsible for all of its deliverables and services under this Contract. By PMGAA’s reviews, PMGAA does not assume any liability for or retained control over Consultant’s work or Consultant’s responsibility for the safety of its employees.

SECTION XV – DISPUTE RESOLUTION

All disputes between PMGAA and Consultant arising out of or relating to this Contract will be subject to the Dispute Resolution provisions as set forth in EXHIBIT D, “PMGAA Standard Terms and Conditions”, attached hereto and incorporated herein by reference.

PMGAA and Consultant shall include a similar dispute resolution provision in all contracts with other contractors and consultants retained for the Project and shall require all other independent contractors and consultants to include a similar dispute resolution provision in all contracts with subcontractors, subconsultants, suppliers or fabricators retained by them.

SECTION XVI - LIABILITY OF CONSULTANT

To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its member governments, departments, officers, employees, and agents from and against damages arising out of any act, error, or omission of Consultant relating to its services under this Contract.
SECTION XVII - LAWS AND REGULATIONS

All federal, state, and local laws and regulations that relate to Consultant’s services apply to Consultant’s performance of this Contract throughout. These laws and regulations are deemed included in this Contract the same as though written out in full, especially the current applicable Federal Aviation Administration (FAA) Advisory Circulars, rules, and regulations associated with airport projects; pertinent Airport engineering standards; and local rules, regulations, and industry standards.

SECTION XVIII – ARCHAEOLOGICAL RESOURCE PROTECTION

While performing services under this Contract, Consultant may encounter a known or unknown archaeological site located at the Airport. If Consultant encounters what it believes to be an archaeological site, Consultant shall immediately notify PMGAA of the site’s location and take all reasonable precautions to protect and preserve the site until PMGAA otherwise directs.

SECTION XIX INSURANCE REQUIREMENTS

1. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

2. All insurance policies required by this Contract, except Workers Compensation and Professional Liability, shall name PMGAA, its agents, representatives, officers, directors, officials and employees as Additional Insured.

3. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
   a. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant’s profession, with a combined single, or the equivalent, no less than $1,000,000 per occurrence, incident or claim.
   b. Commercial General Liability: Insurance Services Office Form CG 00 01 covering Bodily Injury and Property Damage on an “occurrence” basis, including personal & advertising injury with limits no less than $1,000,000 per occurrence, $2,000,000 General Aggregate.
   c. Auto Liability: ISO Form CA 00 01 covering any auto (Symbol 1), or if Consultant has no owned autos, hired, (Symbol 8) and non-owned autos (Symbol 9), with limit no less than $5,000,000 Combined Single limit per accident for bodily injury and property damage.
   d. Workers’ Compensation: Statutory Limits as required by the state of Arizona, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. If the Consultant maintains higher limits than the minimums shown above, PMGAA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PMGAA.

5. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:
   a. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to PMGAA.
   b. Waiver of Subrogation: Consultant waives any right to subrogation. Consultant shall obtain an endorsement necessary to affect this waiver of subrogation from the insurer for all lines of coverage required by this Contract, except Workers Compensation and Professional Liability, for claims arising out of the Consultant’s work or service.
   c. Primary Coverage: For all claims related to this Contract, all of Consultant’s insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by PMGAA, its officers, officials, employees, or volunteers will be in excess of Consultant’s insurance and will not contribute with it.
   d. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by PMGAA. PMGAA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
e. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A, VII, unless otherwise acceptable to PMGAA.

f. Claims Made Policies: No Claims Made policies (other than Professional Liability) will be accepted. For policies that provide claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

g. Verification of Coverage: Consultant shall furnish PMGAA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PMGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide the required insurance. PMGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

h. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that PMGAA is an additional insured on insurance required from subcontractors.

i. Special Risks or Circumstances: PMGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

**SECTION XX NOTICES**

Any notice, report or information which may be or is required to be given under this Contract will be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**TO PMGAA:**
Phoenix-Mesa Gateway Airport Authority  
Attn: Director of Operations and Maintenance  
5835 South Sossaman Road  
Mesa, Arizona 85212

**TO CONSULTANT:**
JE Fuller / Hydrology & Geomorphology, Inc.  
Attn: Jean Marie Rieck  
8400 S. Kyrene Road, Suite#201  
Tempe, AZ 85284

or to such other person(s) or address(es) as any such Party may designate from time to time by notice to the other Parties in accordance with this Section.
Executed as of the Commencement Date.

CONSULTANT
JE FULLER / HYDROLOGY &
GEOMORPHOLOGY, INC., an Arizona
Corporation

By: ____________________________
Name: Jean Marie L. Rieck
Title: Vice President / QA WB
Date: 9/16/2020

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

By: ____________________________
Name: J. Brian O'Neill, A.A.E.
Title: Executive Director/CEO
Date: ____________________________
EXHIBIT A - SCOPE OF SERVICES & FEE SCHEDULE

The services to be performed by Consultant and the completion of related efforts are specified in the following Scope of Services & Fee Schedule, and further defined in Consultant’s proposal dated August 3, 2020 submitted under PMGAA’s solicitation 2021-001-RFP and agreed to by the parties. If there is any conflict in the Scope of Services to be performed, the conflict will be resolved by using the following order of precedence:

1. This Contract
2. PMGAA’s Request for Proposals, 2021-001-RFP
3. Consultant’s proposal dated August 3, 2020

SCOPE OF SERVICES

The scope of work shall include, but is not limited to the following:

- Analysis of events or circumstances that prompted the assessment.
- Identification of wildlife species observed and their numbers, locations, local movements and daily and seasonal occurrences.
- Identification and location of features on and/or near the airport that attract wildlife.
- A description of wildlife hazards to air carrier operations.
- Recommended actions for reducing identified wildlife hazards to air carrier operations.
- Provide recommendations for updates and changes to the current Wildlife Hazard Management Plan.
- Be willing and able to work with and/or train an Education Institution of which PMGAA shall choose.

Add Alternate Scope of Services:

- Provide specific data on the vegetation within the Airport Operations Area (AOA) which includes the identification and maintenance of such vegetation, to prevent further wildlife activity in accordance with all current applicable Advisory Circulars.

All services shall be done in accordance with FAA Advisory Circulars AC 150/5200-36B and AC 5200/-38, or the most current versions thereof.

PMGAA and Consultant expect the Scope of Services, including the work under the Add Alternate, to take no more than one (1) year from Contract execution to accomplish.
Consultant agrees to perform the Scope of Services for the Not to Exceed amount of $67,490.00

**FEE SCHEDULE**

Attachment E
Proposed Price

Officer hereby agrees to provide all services, excluding the Add Alternate option, under this RFP in accordance with all applicable Federal rules, regulations, and Advisory Circulars including, but not limited to AC 150/5200-36B and AC 150/5200-38, or the most current versions thereof, for the total price stated below.

$ 63,890.00

Exceptions: This fee includes the labor and costs associated with completion of at least the minimum requirements listed in FAA Advisory Circular 150/5200-38 for a Wildlife Hazard Assessment and any additional tasks expressly stated in the technical proposal. It also includes an review and update of the existing Wildlife Hazard Management Plan.
FEE SCHEDULE – ADD ALTERNATE OPTION

Attachment F
Proposed Price for Add Alternate

Offeree hereby agrees to provide specific data on the vegetation within the Airport Operations Area (AOA) which includes the identification and maintenance of such vegetation, to prevent further wildlife activity in accordance with all of the most current applicable Advisory Circulars for the total price stated below.

PMGAA is under no obligation to purchase the Add Alternate.

$ 3,600.00

Exceptions: This task is inclusive of a vegetation survey on airport property. Major vegetation communities will be noted and recorded. GIS data will be uploaded into ArcGIS Pro and shapefiles/maps will be produced to show the various vegetation communities. This does not include any surveys outside of the airport property.
EXHIBIT B - COMPENSATION

All compensation for services rendered by Consultant shall be based upon criteria established below. All services must be billed through the Consultant.

1. **Fees to be Specified in Contract**
   Any and all services to be performed under this Contract require approval. All compensation for services shall be identified in writing. The Contract shall describe the scope of services to be performed (by tasks and subtasks, where appropriate), the fees associated with that performance, and any applicable special provisions. Consultant’s compensation for services included in this Contract is totaled and set forth in **EXHIBIT A, “Scope of Services and Fee Schedule”**.

2. **Method of Payment**
   Subject to the terms of this Contract, PMGAA shall pay Consultant the appropriate rate or fixed price amount for services rendered as described in the Contract only after Consultant has submitted an invoice for services performed and PMGAA has certified and approved each invoice.

For services rendered in accordance with the Contract, Consultant shall submit to PMGAA an invoice depicting tasks performed and/or hours spent for services performed. Invoices must be based on the actual hours and/or expenses incurred for the services completed during the billing period. Consultant’s invoices must specify that Consultant has performed the services, and PMGAA must certify and approve each invoice as a condition to payment.

3. **Consultant Responsibilities for Compensation**
   Consultant shall prepare monthly invoices and/or progress reports in accordance with terms specified in the Contract. Progress reports will clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices for payment shall be for work completed unless otherwise agreed to by PMGAA. Invoices/requisitions for payment for services subject to funding by the FAA and/or ADOT shall include the documentation requirements of the FAA and/or ADOT, which are outlined in the *Airport Improvement Program (AIP) Handbook* dated September 30, 2014, or most current version.

4. **PMGAA Responsibilities for Compensation**
   PMGAA agrees to pay Consultant's invoices for payment within 30 calendar days after the invoice is approved. PMGAA may withhold payment on any invoice if it believes that Consultant has not performed the work in a satisfactory manner. If PMGAA withholds payment to Consultant, PMGAA shall promptly notify Consultant and explain the reasons for the decision to withhold payment.

5. **Billing Address**
   All invoices submitted to PMGAA for payment shall be submitted to:
   - Phoenix-Mesa Gateway Airport Authority
   - Attn: Operations and Maintenance Director
   - 5835 S. Sossaman Road
   - Mesa, Arizona 85212
EXHIBIT C - SPECIAL PROVISIONS

1. **Civil Rights Act of 1964, Title VI – General**
The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color or national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

2. **Civil Rights Act of 1964, Title VI – Assurances**
During the performance of this Contract, the contractor, for itself, its assignees and successors in interest agrees as follows:
   a. **Compliance with Regulations** – Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
   b. **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
   c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment** – In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Non-discrimination Acts And Authorities on the grounds of race, color, or national origin.
   d. **Information and Reports** – The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PMGAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to PMGAA or the FAA as appropriate, and will set forth what efforts it has made to obtain the information.
   e. **Sanctions for Noncompliance** – In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
      i) Withholding of payments to the contractor under the contract until the contractor complies, and/or;
      ii) Cancellation, termination, or suspension of the Contract, in whole or in part.
   f. **Incorporation of Provisions** – The contractor will include the provisions of paragraphs one through six of this EXHIBIT C in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as PMGAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request PMGAA to enter into any litigation to protect the interests of PMGAA. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. **Civil Rights – Title VI List of Pertinent Nondiscrimination Acts and Authorities**
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Consultant, by accepting this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant shall include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall provide a written explanation to PMGAA.

5. Project Security
As some or all portions of work possible during the Term of this Contract may be located inside the secured area of the Airport, adherence to and familiarity with federal security regulations is essential. For these projects, Consultant shall be responsible for fulfilling the security requirements described herein.

a. Secured Area Access – All Consultant personnel who require unescorted access to the secured area of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete the Security Badge Application and Security Badge Authorization forms.
b. Employee Security Badges – Consultant and all Consultant and/or subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display an Airport security badge. Consultant shall submit a Security Badge Application form to the PMGAA security office for each employee requiring unescorted access, along with the current fee for each badge. Badge fees are identified on the current Airport Fees, Services and Rental Rates available via the Airport website at wwwgatewayairportcom and are subject to change.

i. All fees must be paid to PMGAA by cash or check.
ii. Airport Security Badge Application forms and instructions are available via the Airport website at wwwgatewayairportcom.
iii. An authorized representative of Consultant must also obtain and submit a Security Media Authorization form, which is to be submitted to the PMGAA badging office. The Security Media Authorization form and instructions are available via the Airport website at wwwgatewayairportcom.
iv. A training class on aviation security must be successfully completed before individuals are issued a badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take two hours per person.
v. Additional information, including a “Frequently Asked Questions” is available via the Airport website at wwwgatewayairportcom or by contacting the PMGAA Badging Office at (480) 988-7522. The Badging Office is located at 5803 S. Sossaman Road, Mesa AZ 85212.
vi. Consultant shall immediately notify the PMGAA Badging Office of any Consultant personnel whose employment status has changed.
vii. Consultant shall retrieve all security badges and keys and return them to the PMGAA Badging Office. A fee, as indicated on the most current Airport Rates and Charges Schedule, will be charged for each badge that is damaged, lost or not returned.
viii. The PMGAA Badging Office will require a completed Security Badge Application from each Consultant employee so certified by Consultant as requiring such before a Security Badge is issued.
ix. Under certain circumstances and out of control of PMGAA, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.
x. At all times, aircraft shall have the right-of-way over all vehicle traffic.

c. Fines – Due to both the safety and security precautions necessary at the Airport, any failure of the Consultant to adhere to prescribed Airport requirements/regulations has consequences that may jeopardize the health, welfare and lives of Airport customers and employees, as well as the Consultant’s own employees. Therefore, if Consultant is found to be in non-compliance with any security, airfield badging/licensing and airfield safety requirement, a Notice of Violations (NOV) may be issued. A current listing of fines is available by contacting the PMGAA Badging Office.

6. Standard Terms & Conditions
PMGAA’s Standard Terms & Conditions (in EXHIBIT D attached) include clauses that pertain to both construction and professional services. For such, the term “contractor” is to be considered same as “consultant.” If a clause implies construction service then it is waived for a professional services contract. PMGAA reserves the right to make that determination if there is a conflict.

7. Federal and State Guidelines and Regulations
All work performed under this Contract must satisfy FAA and applicable agency standards, and be accomplished in accordance with applicable federal, state and local guidelines and regulations, including FAA Advisory Circulars, NEPA and Arizona environmental statutes.

Consultant shall perform the services as described in approved Contract in accordance with the applicable requirements imposed by PMGAA, ADOT, FAA and any other applicable sponsoring agencies. Consultant and its subconsultants/subcontractors, if any, shall comply with any and all applicable laws, regulations, executive orders, policies, guidelines, and any other requirements for FAA Airport Improvement Program (AIP) projects. Consultant shall provide PMGAA all information, reports, documents, and/or certifications requested by PMGAA for the satisfaction of any grant requirements for the reimbursement of services, including, without limitation, identifying the specific services provided by Consultant and the billing period(s) during which services were or are to be provided. Nothing herein shall be construed as making the FAA or ADOT a party to this Contract.
8. **Right to Contract With Other Firms**
PMGAA shall have the right to contract with other firms and/or persons and/or to self-perform additional services, which may be the subject of this Contract. Consultant shall conduct its operations and perform any services authorized under the Contract so as not to interfere with or hinder the progress of completion of the work being performed by PMGAA and/or other firms and/or persons. Consultants working on the same project shall cooperate with each other in the performance, scheduling, and, if applicable, the integration of their respective services.

9. **Independent Contractor Status**
At all relevant times, Consultant is - and shall remain - an independent contractor with regard to performance of its services. PMGAA retains no control over Consultant, the performance of its work or services, or the safety of its employees. Consultant is not authorized to enter into any contract or commitment, authorize any payment, or accept any document, services, goods or materials for, in the name of, or on behalf of PMGAA.
**EXHIBIT D – PMGAA STANDARD TERMS & CONDITIONS**

1. **Certification.** Consultant certifies:
   a. The award of this Contract did not involve collusion or other anti-competitive practices.
   b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
   c. It has not, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Consultant hereby certifies that the individual signing this Contract is an authorized agent for Consultant and has the authority to bind the Consultant to the Contract.

2. **Termination of Contract.**
   a. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Consultant to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons. PMGAA shall, at all times during the term of the Contract or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction.
      (1) Consultant has provided personnel that do not meet the requirements of the Contract.
      (2) Consultant has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
      (3) Consultant has attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
      (4) Consultant has failed to furnish the required service(s) and/or product(s) within the time stipulated in the Contract or associated Authorization of Services.
      (5) Consultant has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Consultant fails to give PMGAA adequate assurance the Consultant will perform the Contract in full and on time.
      (6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Consultant regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
   b. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives fourteen (14) calendar days’ advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA’s convenience and with fourteen (14) days’ written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date.

3. **Dispute Resolution.**
   a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
   b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to
this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and 
administered by JAMS in accordance with its then-current mediation rules. The fees and costs of 
mediation shall be split equally by the parties to this Contract, but subject to reallocation following 
bind dispute resolution.

c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute 
through direct negotiations or mediation, either party may, within the time limitations for bringing 
claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both 
parties to this Contract consent to binding arbitration administered by JAMS according to its then 
current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may 
be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to 
this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party 
which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this 
Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in 
the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any 
arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees 
and costs as determined by the arbitrator or court as applicable.

4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, 
partner, joint venturer, or associate of the other party. An employee or agent of one party may not be 
deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither 
Consultant nor any of its employees are entitled to compensation from PMGAA in the form of salaries, 
paid vacation, or sick days. PMGAA will not provide any insurance to Consultant, including Workers’ 
Compensation coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA’s 
payments under this Contract.

5. **Affirmative Action.** Consultant shall abide by all the federal and state of Arizona provisions for equal 
opportunity in the workplace.

6. **Human Relations.** Consultant shall abide by all the federal and state of Arizona provisions against 
discrimination of disadvantaged business enterprises in applicable PMGAA contracts.

7. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the 
right in its discretion to obtain the same or similar goods or services from any other source.

8. **Americans with Disabilities Act.** Consultant shall comply with all applicable provisions of the 
*Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal 
regulations under the Act.

9. **Confidentiality of Records.** Consultant shall establish and maintain procedures and controls that are 
acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained 
from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed 
by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. 
Persons requesting such information should be referred to PMGAA. Consultant also agrees that any 
information pertaining to individual persons shall not be divulged other than to employees or officers of 
Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in 
writing by PMGAA.

10. **Gratuities.** PMGAA may, by written notice to the Consultant, cancel this Contract if it is found that 
gratuitues, in the form of entertainment, gifts or otherwise, were offered or given by Consultant or any agent 
or representative of Consultant, to any officer or employee of PMGAA involved in the amending, or the 
making of any determinations with respect to the performing of such Contract. If this Contract is canceled 
by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the 
Consultant the amount of the gratuity.

11. **Applicable Law.** This Contract shall be governed by the laws of the state of Arizona, and suits pertaining 
to this Contract shall be brought only in federal or state courts in the state of Arizona.
12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Consultant under this RFP, IFB or RFQ. The Contract contains the entire agreement between PMGAA and Consultant. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.

13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or its designee, and persons duly authorized to enter into contracts on behalf of Consultant.

14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.

16. **Protection of Government Property.** Consultant shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultant damages PMGAA’s property in any way, Consultant shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Consultant fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Consultant under the Contract.

17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

18. **Subcontracts.** Consultant shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Consultant of its acceptance or rejection within forty-five (45) days or written request by Consultant. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Consultant referred to herein. Consultant is responsible for Contract performance whether subcontractors are used.

19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party’s existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Consultant’s services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.

20. **Warranties.** Consultant warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Consultant or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.

21. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising
out of, or alleged to have resulted from the Consultant’s acts, errors, omissions, or mistakes relating to Consultant’s services under this Contract.

22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

23. **Advertising.** Consultant shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.

24. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA’s expense, inspect the place of Consultant’s or any of Consultant’s subcontractor’s business, which is related to the performance of this Contract or related subcontract.

25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party (“Required Act”), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (“Force Majeure Event”), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Consultant to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

26. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Consultant’s risk and may be returned to Consultant. If so returned, all costs are the responsibility of Consultant. Noncompliance shall conform to the cancellation clause set forth in this Contract.

27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Consultant or any other person except with prior written permission by PMGAA.

28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.

29. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Consultant shall provide a formal release of all liens.

30. **Licenses.** Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Consultant as applicable to this Contract.

31. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while
32. **Clean Up.** Consultant shall at all times keep Contract performance areas, including storage areas used by the Consultant, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Consultant shall leave the work and premises in clean, neat, and workmanlike condition.

33. **Patents.** Consultant shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys’ fees, for any alleged infringement of any person’s patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Consultant under this Contract.

34. **Records and Audit Rights.** Consultant’s and all of its approved subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Consultant and subcontractor employees that work on the Contract (all the foregoing collectively referred to as “Records”), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Consultant’s and its subcontractor’s actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Consultant and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Consultant under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Consultant and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Consultant or subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.

35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Consultant’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Consultant’s and any of Consultant’s subcontractor’s employee who works on this Contract to ensure the Consultant is complying with this paragraph.
EXHIBIT E – PMGAA MAP

Airport Operations Area (AOA)
EXHIBIT F – CONSULTANT'S RFP SUBMITTAL

Consultant’s Proposal in response to Phoenix-Mesa Gateway Airport Authority’s Solicitation 2021-001-RFP dated August 3, 2020, is hereby incorporated and made part of this Contract.
Phoenix-Mesa Gateway Airport

Wildlife Hazard Assessment

Solicitation Number:
2021-001-RFP

SUBMITTED:
AUGUST 3, 2020

FOR SUBMITTAL TO:
Phoenix-Mesa Gateway Airport Authority
Attn: Marian Whilden, Procurement Officer
5835 S. Sossaman Road
Mesa, Arizona 85212

PREPARED BY:
JE Fuller/Hydrology & Geomorphology, Inc.
3111 N. Caden Court, Suite 180
Flagstaff, Arizona 86004
Phone: 928.214.0887
www.jefuller.com

Photo Credit:
Eric Salard – IWA Phoenix Mesa Gateway Airport
From Flight Tus-Las 737 N748sw
REQUEST FOR PROPOSALS
SOLICITATION #2021-001-RFP, WILDLIFE HAZARD ASSESSMENT
SUBMITTAL COVER SHEET

Name of Offeror: JE Fuller / Hydrology & Geomorphology, Inc.

EIN#: 86-0785301
DUNS#: 961976453

Principal Address: 8400 S. Kyrene Road, # 201
Tempe, Arizona 85284

Primary Point of Contact: Jean Marie Rieck, M.S., QAWB
Phone: 928-214-0887
Email: jeanmarie@jefuller.com

The undersigned hereby affirms that:

- The undersigned is a duly authorized agent of the Offeror
- The undersigned has read and understands all terms, conditions and commitments contained within the RFP, and any addenda issued and fully understands and accepts these terms by submission of a proposal.
- The submission is being offered independently of any other Offeror and did not involve collusion or other anti-competitive practices.

By: __________________________  __________________________
Signature                    Date

Jean Marie Rieck
Printed Name

Qualified Airport Wildlife Biologist / Vice President
Title

July 30, 2020
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JE Fuller / Hydrology & Geomorphology, Inc.
8400 S. Kyrene Road, #201
Tempe, AZ 85284

July 30, 2020

Phoenix-Mesa Gateway Airport Authority
Attn: Marian Whilden, Procurement Coordinator
5835 S. Sossaman Road
Mesa, Arizona 85212

RE: Request for Proposals, Solicitation #2021-001-RFP, Wildlife Hazard Assessment

JE Fuller/Hydrology & Geomorphology, Inc. (JE Fuller) is pleased to submit to the Phoenix-Mesa Gateway Airport Authority (PMGAA) the enclosed response to Request for Proposals (RFP), Solicitation #2021-001-RFP, Wildlife Hazard Assessment. As an Arizona corporation, JE Fuller is a Small Business Enterprise and holds an active GSA contract. JE Fuller has offices throughout Arizona (Tempe, Flagstaff, Tucson, and Prescott) and in New Mexico (Silver City), with our primary office located at 8400 S. Kyrene Rd, #201, Tempe, AZ 85284.

JE Fuller is a specialized firm focusing on engineering and environmental services in the West with a team of recognized experts with exceptional qualifications and unparalleled experience in Arizona. Our technical staff consists of a Qualified Airport Wildlife Biologist, 20 registered civil engineers, 2 registered geologists, 2 hydrologists, and a GIS specialist. We are continually called upon to define, communicate, and solve the most challenging engineering and environmental issues throughout the western United States. JE Fuller’s size and specialization translate into significant advantages for PMGAA, including the following:

❖ **Expertise.** We are recognized experts in our core environmental and engineering discipline areas. Our clients rely on our expertise to solve their most complex technical and unique interdisciplinary problems.

❖ **Insight.** Our experience and training allows us to transcend simple problem analysis. JE Fuller team members are top-notch project managers and effective communicators.

❖ **Value.** We deliver high quality work products for reasonable professional fees. Our clients receive a value-added return on their investment.

❖ **Trust.** We serve as trusted advisors to our clients. We help our clients solve their current problems and head off future issues.

❖ **Personal Service.** JE Fuller’s management structure results in flexible, responsive, and personalized services to our clients. We strive to ensure that our clients and project stakeholders are satisfied with our final products.

❖ **Quality Assurance.** We integrate ideas and projects across all professional levels and backgrounds. We seek to develop long-term relationships based on excellence and exceeding client expectations.

Our proposed project team has considerable experience conducting Wildlife Hazard Assessments (WHAs) and wildlife surveys, having recently completed WHAs for the Montgomery-Gibbs Executive and Brown Field Municipal airports in San Diego, California; Minden-Tahoe and Carson City airports in Nevada, the St. George Regional Airport in Utah, and the Page Municipal Airport in Arizona. Our proposed Project Manager, Ms. Jean Marie Rieck, is a Qualified Airport Wildlife Biologist that meets or exceeds all criteria outlined in the Federal Aviation Administration Advisory Circular 150/5200-36B and would lead our efforts in completing the WHA and add-alternative vegetation inventory, if awarded. Notable advantages to PMGAA offered by our team include:

❖ JE Fuller can lead in all aspects of this project.

❖ JE Fuller’s experience and familiarity with WHA projects of similar size and scope make us uniquely qualified to be selected.

❖ There is NO LEARNING CURVE for JE Fuller for this project.

❖ JE Fuller has a well-rounded set professionals from multiple Arizona offices that can provide unparalleled support.

JE Fuller has no known business or financial relationships between the firm and any member of the PMGAA Board. JE Fuller assures that this engagement will not result in a conflict of interest. Thank you for your time and consideration reviewing our proposal.

Respectfully,

Jean Marie Rieck, Qualified Airport Wildlife Biologist / Vice President
JE Fuller/Hydrology & Geomorphology, Inc.
GENERAL INFORMATION

List of Business Licenses, Professional Certifications, or other Credentials

- Arizona Domestic For-Profit (Business) Corporation
  - Entity ID: 074129133
  - Formation Date: 02/17/1998, Approval Date: 03/24/1995
  - Entity Status: Active – In Good Standing
- Federal Tax ID: 86-0785301
- DUNS: 961976453
- Registered Federal Small Business Enterprise with 50 or fewer employees and $5-$10 million in revenue

Table 1. Firm Account Executives’ or Project Managers’ Professional Certifications

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Certifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Scott Ogden</td>
<td>President/CEO (Chief Executive Officer)</td>
<td>Professional Engineer (AZ), Certified Floodplain Manager (AZ)</td>
</tr>
<tr>
<td>Cory Helton</td>
<td>CFO (Chief Financial Officer)</td>
<td>Professional Engineer (AZ)</td>
</tr>
<tr>
<td>Mike Kellogg</td>
<td>Secretary</td>
<td>Registered Geologist (AZ), Professional Geologist (UT, CA, OR, TX), Certified Floodplain Manager (AZ), Geographic Information Systems Professional (AZ)</td>
</tr>
<tr>
<td>Ted Lehman</td>
<td>Director</td>
<td>Professional Engineer (AZ)</td>
</tr>
<tr>
<td>John Wallace</td>
<td>Director</td>
<td>Professional Engineer (AZ), Certified Floodplain Manager (AZ)</td>
</tr>
<tr>
<td>Peter Acton</td>
<td>Vice President</td>
<td>Professional Engineer (AZ, CA)</td>
</tr>
<tr>
<td>John Ahern</td>
<td>Vice President</td>
<td>Professional Engineer (AZ), Certified Floodplain Manager (AZ)</td>
</tr>
<tr>
<td>Jeffrey Despain</td>
<td>Vice President</td>
<td>Professional Engineer (AZ), Certified Floodplain Manager (AZ)</td>
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<tr>
<td>Jon Elslager</td>
<td>Vice President</td>
<td>Professional Engineer (AZ), Certified Floodplain Manager (AZ)</td>
</tr>
<tr>
<td>Mary Evans</td>
<td>Vice President</td>
<td>Professional Engineer (NM)</td>
</tr>
<tr>
<td>Jon Fuller</td>
<td>Vice President</td>
<td>Professional Engineer (AZ, UT, NV, OR, CO, TX), Registered Geologist (AZ), Professional Hydrologist (AK), Certified Floodplain Manager (AZ), Diplomate, Water Resources Engineer</td>
</tr>
<tr>
<td>Geoff Harris</td>
<td>Vice President</td>
<td>Professional Engineer (AZ)</td>
</tr>
<tr>
<td>Brian Iserman</td>
<td>Vice President</td>
<td>Professional Engineer (AZ), Certified Floodplain Manager (AZ)</td>
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<tr>
<td>Joe Loverich</td>
<td>Vice President</td>
<td>Professional Engineer (AZ), Certified Floodplain Manager (AZ)</td>
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<tr>
<td>Rob Lyons</td>
<td>Vice President</td>
<td>Professional Engineer (AZ), Certified Floodplain Manager (AZ)</td>
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<tr>
<td>Cyrus Miller</td>
<td>Vice President</td>
<td>Professional Engineer (AZ), Certified Floodplain Manager (AZ)</td>
</tr>
<tr>
<td>Jean Marie Rieck</td>
<td>Vice President</td>
<td>Qualified Airport Wildlife Biologist (FAA), Certified Environmental Inspector</td>
</tr>
<tr>
<td>Chris Rod</td>
<td>Vice President</td>
<td>Professional Engineer (AZ, NV)</td>
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<td>Ian Sharp</td>
<td>Vice President</td>
<td>Professional Engineer (AZ)</td>
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<tr>
<td>Nathanael Vaughan</td>
<td>Vice President</td>
<td>Professional Engineer (AZ, CA, UT, AK)</td>
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<tr>
<td>Richard Waskowsky</td>
<td>Vice President</td>
<td>Professional Engineer (AZ, NV)</td>
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Disclosure of any known business or financial relationships between the firm and members of the PMGAA Board: JE Fuller has no known business or financial relationships between the firm and any member of the PMGAA Board.

Conflict of Interest Statement: JE Fuller assures that this engagement will not result in a conflict of interest.
## Attachment A

**Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports Certification**

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<tr>
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<td>☐</td>
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<tr>
<td>Have the necessary academic coursework from accredited institutions and work experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U.S. Office of Personnel Management classification standards (Per Appendix A to FAA AC 150/5200-36B) or be designated as a Certified Wildlife Biologist by The Wildlife Society (<a href="http://www.wildlife.org">http://www.wildlife.org</a>).</td>
<td></td>
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</tbody>
</table>

| ☑    | ☐           |
| Have taken and passed an airport wildlife hazard management training course acceptable to the FAA Administrator (Per Appendix C to FAA AC 150/5200-36B) |

While working under the direct supervision of a qualified airport wildlife biologist:

| ☑    | ☐           |
| Have conducted at least one Wildlife Hazard Assessment acceptable to the FAA Administrator (as described in 14 CFR Section §139.337) or |
| ☐    | ☑           |
| Conducted at least one year of continual wildlife hazard monitoring at a certificated airport using FAA-approved methodology (Per FAA AC 150/5200-38, Ch. 4). |

Have successfully completed at least one of the following within 5 years of their initial FAA approved airport wildlife hazard management training course, and every 5 years thereafter:

| ☐    | ☑           |
| An airport wildlife hazard management training course that is acceptable to the FAA Administrator (Per Appendix C to FAA AC 150/5200-36B), or |
| ☐    | ☑           |
| Attendance, as a registered participant, at a joint Bird Strike Committee– USA/Bird Strike Committee–Canada annual meeting, or |
| ☑    | ☐           |
| Other training acceptable to the FAA Administrator. |

Offeror hereby affirms that the above information is true and complete, and Offeror will submit appropriate documentation to substantiate the above.

**Jean Marie L. Rieck**

Print Name

[Signature]

**July 30, 2020**

Date

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Please see attached email confirmation from Amy L. Anderson, National Wildlife Biologist for Federal Aviation Administration’s (FAA) Airports Division
Attachment A Documentation

As indicated in Attachment A and provided in the following pages, JE Fuller’s proposed Project Manager, Jean Marie Rieck, meets the requirements of a Federal Aviation Administration (FAA)-Qualified Airport Wildlife Biologist (QAWB). Her credentials have also been evaluated and confirmed by Embry-Riddle Aeronautical University, Prescott, AZ as a QAWB: http://wildlifecenter.pr.erau.edu/biologists. Attachment A is included at the end of Tab B.

QAWB requirements per the Federal Aviation Administration Advisory Circular 150/5200-36B:
1. Have the necessary academic coursework from accredited institutions and work experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U.S. Office of Personnel Management classification standards or be designated as a Certified Wildlife Biologist by The Wildlife Society (http://www.wildlife.org) and,
2. Have taken and passed an airport wildlife hazard management training course acceptable to the FAA Administrator and,
3. While working under the direct supervision of a qualified airport wildlife biologist:
   a. Have conducted at least one Wildlife Hazard Assessment acceptable to the FAA Administrator (as described in Section 139.337) or,
   b. Conducted at least one year of continual wildlife hazard monitoring at a certificated airport using FAA-approved methodology (FAA AC 150/5200-38, Ch. 4).
4. Have successfully completed at least one of the following within 5 years of their initial FAA approved airport wildlife hazard management training course, and every 5 years thereafter:
   a. An airport wildlife hazard management training course that is acceptable to the FAA Administrator, or
   b. Attendance, as a registered participant, at a joint Bird Strike Committee– USA/Bird Strike Committee–Canada annual meeting, or
   c. Other training acceptable to the FAA Administrator.

Documentation that Ms. Rieck meets the four (4) minimum qualifications per Attachment A and listed above:

1. **Academic Coursework / Education** *(Documentation: see included transcripts at the end of Tab B)*

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<th>College/University</th>
<th>Address</th>
<th>Dates Attended</th>
<th>Degree</th>
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<tr>
<td>Northern Arizona University</td>
<td>South San Francisco Street Flagstaff, Arizona 86011</td>
<td>January 2010 – May 2013</td>
<td>M.S. Biology (With Distinction), emphasis in Wildlife Ecology</td>
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<tr>
<td>University of Arizona</td>
<td>The University of Arizona Tucson, Arizona 85721</td>
<td>August 2004 – May 2005</td>
<td>Undergraduate coursework</td>
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**Wildlife Biology Courses Taken** *(minimum 9 semester hours required)*

<table>
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<tr>
<th>Title of Course</th>
<th>Completion Date</th>
<th>College/University</th>
<th>Course Number</th>
<th>Credit Hours</th>
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<td>Genetics and Evolution</td>
<td>December 2009</td>
<td>Northern Arizona University</td>
<td>BIO 340</td>
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<tr>
<td>Cellular and Molecular Biology</td>
<td>December 2009</td>
<td>Northern Arizona University</td>
<td>BIO 344</td>
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<td>Population and Quantitative Genetics</td>
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<td>BIO 580</td>
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<td>BIO 326</td>
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<td>ENV 550</td>
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<td>Multicellular Biology</td>
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<td>Cellular Life</td>
<td>December 2008</td>
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<td>BIO 181</td>
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Zoology Courses Taken (minimum 12 semester hours required)

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<td>Ornithology</td>
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<td>BIO 527</td>
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<td>Ichthyology</td>
<td>December 2010</td>
<td>Northern Arizona University</td>
<td>BIO 525</td>
<td>3</td>
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<td>Behavior of Animals</td>
<td>December 2009</td>
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<td>BIO 366</td>
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<td>Graduate Seminar; Topic: Readings in</td>
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Plant Science or Botany Courses Taken (minimum 9 semester hours required)

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2. Airport wildlife hazard management training course acceptable to the FAA Administrator (Documentation: see included training certificate at the end of Tab B)

<table>
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<tr>
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<th>Course Location</th>
<th>Course Facilitator</th>
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<tr>
<td>Advanced Airport Wildlife Hazard Management Training Course</td>
<td>March 11-13, 2014</td>
<td>Nashville International Airport</td>
<td>Cody L. Baciuska</td>
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3. Completed Wildlife Hazard Assessment acceptable to FAA Administrator* (Documentation: see included FAA administrator approval Letter at the end of Tab B)

   St. George Regional Airport WHA
   Reviewed and approved Mark Gabel, ANM-627; FAA Airport Certification Safety Inspector, Safety & Standards Branch;
   Phone: (425) 227-6207, Email: mark.gabel@faa.gov.

   Supervising Qualified Biologist:
   Jennifer Lynch Murphy, M.S./QAWB of C&S Companies (now employed with The Wildlife Society).

   * Ms. Rieck has completed four other Wildlife Hazard Assessments in the last four years as QAWB.

4. Continuing training acceptable to the FAA Administrator (Documentation: see included FAA administrator approval email at the end of Tab B)
Jean Marie Loverich Rieck

Northern Arizona University
Official Transcript

Name: Jean Marie Rieck
Student ID: 1289910

Print Date: 06/03/2019

Degrees Awarded

Degree: Bachelor of Science
Confer Date: 12/11/2009
Degree Honors: Cum Laude
Plan: Psychology - Major (BS)
Plan: Biology - Minor
Degree: Master of Science
Confer Date: 05/10/2013
Degree Honors: With Distinction
Plan: Biology (MQ)

Transfer Credits
Transfer Credit from University Of Arizona
Applied Toward NAU Egr Forestry & Natl Sci-Urgd Program

<table>
<thead>
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<th>Course</th>
<th>Description</th>
<th>Attempted</th>
<th>Grade</th>
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<th>GPA</th>
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Test Credits
Test Credits Applied Toward NAU Egr Forestry & Natl Sci-Urgd Program

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Test Credits
Test Credits Applied Toward NAU Social and Behavioral Sci-Urgd Program

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Beginning of Undergraduate Record

Fall 2005

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Term GPA: 1.00
Cum GPA: 1.00

Spring 2006

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Term GPA: 0.00
Cum GPA: 1.00

Fall 2007

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Term GPA: 3.77
Cum GPA: 3.12

Spring 2008

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Term GPA: 3.01
Cum GPA: 3.45

ACADEMIC STANDING: GOOD as of 12/21/2007

ACADEMIC STANDING: PROBATION as of 12/23/2005

Term Honor: DEAN'S LIST

ACADEMIC STANDING: GOOD as of 12/21/2007

Pamela L. Anastassiou, University Registrar

This transcript was created as a digitally signed PDF document. The word “COPY” will appear if printed.
## Summer 2008

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<td>3.00</td>
<td>A</td>
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Term GPA: 4.00  
Cum GPA: 3.50  

ACADEMIC STANDING: GOOD as of 05/18/2008  

## Fall 2008

<table>
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<tr>
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<th>Description</th>
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<th>Grade</th>
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<th>GPA Units</th>
<th>Points</th>
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<tr>
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<td>BIO 181L</td>
<td>UNITY OF LIFE I LAB</td>
<td>1.00</td>
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<tr>
<td>BIO 301</td>
<td>SCIENCE, RELIGION &amp; REALITY</td>
<td>3.00</td>
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Term GPA: 4.00  
Cum GPA: 3.66  

ACADEMIC STANDING: GOOD as of 08/13/2008  

## Spring 2009

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<th>GPA Units</th>
<th>Points</th>
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<tr>
<td>BIO 182</td>
<td>UNITY/LIFE II: MULTICELLULAR</td>
<td>4.00</td>
<td>A</td>
<td>4.00</td>
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<tr>
<td>BIO 201</td>
<td>HUMAN ANATOMY/PHYSIOL</td>
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Term GPA: 4.00  
Cum GPA: 3.73  

ACADEMIC STANDING: GOOD as of 12/22/2008  

## Fall 2009

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<th>Course</th>
<th>Description</th>
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<th>Points</th>
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<td>BIO 366</td>
<td>BEHAVIOR OF ANIMALS</td>
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<td>12.00</td>
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<td>A</td>
<td>3.00</td>
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<td>12.00</td>
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Term GPA: 4.00  
Cum GPA: 3.77  

ACADEMIC STANDING: GOOD as of 05/19/2009  

ACADEMIC STANDING: GOOD as of 01/28/2010  

End of Undergraduate Record

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TRANSCRIPT GUIDE

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GRADING SYSTEM (SEMESTER)

<table>
<thead>
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<th>GRADE/SYSTEM</th>
<th>DESCRIPTION</th>
<th>GRADE POINTS</th>
</tr>
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<tr>
<td>Beginning Fall 1984</td>
<td>Beginning Fall 1984</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>HIGHEST</td>
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<tr>
<td>B</td>
<td>ABOVE AVERAGE</td>
<td>3</td>
</tr>
<tr>
<td>C</td>
<td>AVERAGE</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td>LOWEST PASSING</td>
<td>1</td>
</tr>
<tr>
<td>F</td>
<td>FAILING</td>
<td>0</td>
</tr>
<tr>
<td>P</td>
<td>CREDIT (PASSING)</td>
<td>0</td>
</tr>
<tr>
<td>I</td>
<td>INCOMPLETE</td>
<td>0</td>
</tr>
<tr>
<td>W</td>
<td>WITHDRAWAL</td>
<td>0</td>
</tr>
<tr>
<td>AU</td>
<td>AUDIT</td>
<td>0</td>
</tr>
<tr>
<td>IP</td>
<td>RESEARCH IN PROGRESS</td>
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<tr>
<td>NG</td>
<td>NONGRADED</td>
<td>0</td>
</tr>
</tbody>
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Prior to Spring 2003
- GRADE REPLACEMENT
- & NOT INCLUDED IN CUM GPA
- # GRADE AVERAGED IN CUM GPA
- (@) INCOMPLETE GRADE CONVERTED TO AN F
- % ACADEMIC RENEWAL
- NR NOT RECORDED

Beginning Spring 2003 text is used instead of grade symbols.

COURSE NUMBERING
- 100-299 Lower Division Courses
- 300-499 Upper Division Courses
- 500-799 Graduate Courses
- (500 level open to seniors)

IDENTIFIERS FOLLOWING COURSE
- C SENIOR CAPSTONE
- H HONORS
- I INTEGRATED SEMINAR
- L LAB
- R RECITATION
- W JUNIOR WRITING REQUIREMENT
- X NO CREDIT TOWARDS DEGREE

For questions concerning this transcript, contact:
OFFICE OF THE REGISTRAR
PO BOX 4103
FLAGSTAFF, ARIZONA 86011-4103
928-523-2198

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Pamela L. Anastassiou, University Registrar
# Northern Arizona University

**Official Transcript**

**Name:** Jean Marie Rieck  
**Student ID:** 1289010

## Beginning of Graduate Record

### Spring 2010

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Attempted</th>
<th>Grade</th>
<th>Earned</th>
<th>GPA Units</th>
<th>Points</th>
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<tbody>
<tr>
<td>BIO 527</td>
<td>ORNITHOLOGY</td>
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<td>3.00</td>
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<tr>
<td>SCI 611</td>
<td>SCI CURRIC AND INSTRUCT CHANGE</td>
<td>3.00 A</td>
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<td>12.00</td>
</tr>
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**Term GPA:** 4.00  
**Term Totals:** 9.00  
**Cum GPA:** 4.00  
**Cum Totals:** 9.00  

**ACADEMIC STANDING:** GOOD as of 05/18/2010

### Fall 2010

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
<th>Attempted</th>
<th>Grade</th>
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<tr>
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<td>Ichthyology</td>
<td>3.00 B</td>
<td>3.00</td>
<td>3.00</td>
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<tr>
<td>ENV 589</td>
<td>Contemporary Developments</td>
<td>3.00 A</td>
<td>3.00</td>
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**Topic:** DESERT SPRINGS & STREAMS  
**Sci 610:** SCIENCE TEACHING AND LEARNING  
**3.00 A 3.00 3.00 12.00**

**Term GPA:** 3.67  
**Term Totals:** 9.00  
**Cum GPA:** 3.83  
**Cum Totals:** 18.00  

**ACADEMIC STANDING:** GOOD as of 01/03/2011

### Spring 2011

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<thead>
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<th>Points</th>
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<td>Population &amp; Quant Genetics</td>
<td>3.00 A</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
<td>12.00</td>
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<tr>
<td>BIO 698</td>
<td>Graduate Seminar</td>
<td>1.00 P</td>
<td>1.00</td>
<td>0.00</td>
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**Topic:** READINGS IN BEHAVIORAL ECOLOGY  
**BIO 699:** GRADUATE THESIS  
**3.00 P 3.00 0.00 0.00**

**ENV 550:** HISTORICAL ECOLOGY  
**3.00 A 3.00 3.00 12.00**

**Term GPA:** 4.00  
**Term Totals:** 10.00  
**Cum GPA:** 3.88  
**Cum Totals:** 28.00  

**ACADEMIC STANDING:** GOOD as of 05/24/2011

### Fall 2011

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<th>GPA Units</th>
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<td>Statistical Methods I</td>
<td>3.00 A</td>
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**Term GPA:** 4.00  
**Term Totals:** 9.00  
**Cum GPA:** 3.90  
**Cum Totals:** 37.00  

**ACADEMIC STANDING:** GOOD as of 12/29/2011

### Spring 2012

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**Term GPA:** 4.00  
**Term Totals:** 10.00  
**Cum GPA:** 3.92  
**Cum Totals:** 47.00  

**ACADEMIC STANDING:** GOOD as of 05/23/2012

### Fall 2012

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<td>3.00</td>
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<td>Graduate Thesis</td>
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<td>0.00</td>
<td>0.00</td>
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<td>ENV 550</td>
<td>Historical Ecology</td>
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<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
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</table>

| FOR 220 | Intro to Forest & Range Plante          | 2.00 A    | 2.00  | 0.00   | 0.00      | 0.00   |

**Grading:** UnderGrad Credit & Grade Excl from Grad Cum Totals  
**Term GPA:** 0.00  
**Term Totals:** 9.00  
**Cum GPA:** 3.92  
**Cum Totals:** 56.00  

**ACADEMIC STANDING:** GOOD as of 12/28/2012

### Spring 2013

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<td>Population &amp; Quant Genetics</td>
<td>3.00 A</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
<td>12.00</td>
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<td>BIO 698</td>
<td>Graduate Seminar</td>
<td>1.00 P</td>
<td>1.00</td>
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<td>0.00</td>
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<td>Graduate Thesis</td>
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<td>3.00</td>
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<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
<td>12.00</td>
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</table>

| FOR 545 | Range Land Ecology & MGMT               | 3.00 A    | 3.00  | 3.00   | 3.00      | 12.00  |

**Term GPA:** 4.00  
**Term Totals:** 9.00  
**Cum GPA:** 3.92  
**Cum Totals:** 65.00  

**ACADEMIC STANDING:** GOOD as of 05/21/2013

---

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<td>Beginning Fall 1984</td>
<td></td>
<td>Beginning Fall 1984</td>
</tr>
<tr>
<td>A</td>
<td>HIGHEST</td>
<td>4</td>
</tr>
<tr>
<td>B</td>
<td>ABOVE AVERAGE</td>
<td>3</td>
</tr>
<tr>
<td>C</td>
<td>AVERAGE</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td>LOWEST PASSING</td>
<td>1</td>
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<tr>
<td>F</td>
<td>FAILING</td>
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<tr>
<td>P</td>
<td>CREDIT (PASSING)</td>
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<tr>
<td>I</td>
<td>INCOMPLETE</td>
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<td>W</td>
<td>WITHDRAWAL</td>
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<td>AU</td>
<td>AUDIT</td>
<td>0</td>
</tr>
<tr>
<td>IP</td>
<td>RESEARCH IN PROGRESS</td>
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</tr>
<tr>
<td>NG</td>
<td>NONGRADED</td>
<td>0</td>
</tr>
</tbody>
</table>

Prior to Spring 2003
* GRADE REPLACEMENT
& NOT INCLUDED IN CUM GPA
# GRADE AVERAGED IN CUM GPA
@ INCOMPLETE GRADE CONVERTED TO AN F
% ACADEMIC RENEWAL
NR NOT RECORDED

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(500 level open to seniors)

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L LAB
R RECITATION
W JUNIOR WRITING REQUIREMENT
X NO CREDIT TOWARDS DEGREE

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PO BOX 4103
FLAGSTAFF, ARIZONA 86011-4103
928-523-2108

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Pamela L. Anastassiou, University Registrar
C O M P L E T I O N
May 6, 2016

Richard Stehmeier  
Airport Manager  
St. George Regional Airport  
4508 S. Airport Pkwy #1  
St. George, UT 84770

Dear Mr. Stehmeier:

St. George Regional Airport  
St George, Utah  
Wildlife Hazard Assessment Approval

The Wildlife Hazard Assessment (WHA) for the St. George Regional Airport has been reviewed and approved. Based on the data and information provided in the WHA, the FAA Northwest Mountain Region Safety and Standards Branch has determined that a Wildlife Hazard Management Plan (WHMP) is required. Please submit a draft WHMP to our office for review. Refer to FAA Advisory Circulars and CERTALERT 97-09 for guidance regarding the contents of a WHMP.

Should you have any questions regarding the assessment or plan please let me know.

Sincerely,

Mark Gabel, ANM-627  
Airport Certification Safety Inspector  
Safety & Standards Branch  
425-227-6207  
mark.gabel@faa.gov

cc: R:5280 Airport Certification  
John Sweeney, DEN-ADO  
Jean Marie Loverich Rieck, EnviroSystems Management, Inc.  
Jennifer Lynch, C&S Companies

Enclosure
RE: Annual Wildlife Hazard Training

Anderson, Amy (FAA) <Amy.Anderson@faa.gov>
Thu 7/16/2020 9:52 AM
To: Jean Marie Rieck <jeanmarie@jefuller.com>

Hi Jean Marie,
Thank you for the reminder. Based on my review of the documents you sent, your attendance at the annual Wildlife Society Meetings in 2016 and 2020 and the current global pandemic, I feel it is appropriate to grant an extension on the continual 5-year training requirement for Qualified Airport Wildlife Biologists in AC 150/5200-36 until 2021.

Please contact me if you have any additional questions and feel free to have airport sponsors or FAA staff contact me if they wish to confirm. My cell is 904-891-4458.

Thanks and have a good day.

Amy L. Anderson
National Wildlife Biologist
FAA-Office of Airport Safety and Standards
800 Independence Ave SW
RM 615
Washington D.C. 20591
202-267-7205

From: Jean Marie Rieck <jeanmarie@jefuller.com>
Sent: Thursday, July 16, 2020 12:13 PM
To: Anderson, Amy (FAA) <Amy.Anderson@faa.gov>
Subject: RE: Annual Wildlife Hazard Training

Good Morning Amy,

I hope that your vacation went well. You mentioned that I should follow up on Wednesday or Thursday of this week regarding my emails below to confirm my experience as a Qualified Airport Wildlife Biologist. Please let me know if you would like to see anything else that I have prepared – I would be happy to provide more or answer any questions you have.

Thank you,
Jean Marie
# Rieck, Jean Marie - Invitee

## Orders & Payments

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### Payments & Refunds

*Need help refunding registrants?*

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49th Joint Annual Meeting
Arizona and New Mexico Chapters of
The Wildlife Society
And
Arizona/New Mexico Chapter of
The American Fisheries Society

February 4-6, 2016
Little America
Flagstaff, Arizona
Little America
2515 E Butler Ave
Flagstaff, AZ 86004
(928) 779-7900
http://flagstaff.littleamerica.com/
2016 List of Committee Chairpersons and Meeting Organizers

Arizona Chapter of The Wildlife Society Executive Board

Melanie Culver, President, University of Arizona
Scott Sprague, President-Elect, Arizona Game and Fish Department
Dana Warnecke, Treasurer, Arizona Game and Fish Department
Ryan Revells, Corresponding Secretary, US Bureau of Reclamation
Kay Nicholson, Recording Secretary, Logan Simpson
Holly Hicks, Board Member, Arizona Game and Fish Department
Tiffany Sprague, Board Member, Arizona State University

2016 Annual Meeting Chair: Melanie Culver, University of Arizona

Program Committee

Plenary Session: Jon Hanna, Arizona Game and Fish Department, Retired

Technical/Poster Sessions: Scott Sprague, Arizona Game and Fish Department (Wildlife)
Melanie Culver, University of Arizona (Wildlife)
John Caldwell, New Mexico Department of Game and Fish (Fisheries)

Student Awards: Melanie Bucci, University of Arizona

Program Layout: Kay Nicholson, Logan Simpson

Facility Arrangements Melanie Culver, University of Arizona

Announcements Audrey Owens, Arizona Game and Fish Department

Registration Dana Warnecke, Arizona Game and Fish Department

Audio-Visual Chase Voirin, University of Arizona

Raffle and Silent Auction Sarah Rinkevich, US Fish and Wildlife Service

Quiz Bowl Brett Montgomery, Utah Division of Wildlife Resources

Student Volunteer Coordinator Holly Hicks, Arizona Game and Fish Department

Photo Contest/Art Display Christina Kondrat-Smith, Arizona Game and Fish Department

Job and Message Board Ryan Revells, US Bureau of Reclamation

Vendor Arrangements Natalie Robb, Arizona Game and Fish Department
RELEVANT FIRM EXPERIENCE AND REFERENCES

JE Fuller's Overall Service Capability

Since 1995, JE Fuller has been providing specialized consulting services to a variety of public sector and private clients throughout the Southwest. Over the last 25 years, the firm has amassed a solid and diverse client base including local county and municipal agencies, airport authorities, state transportation agencies, public utilities, federal land management agencies, mining companies, engineering firms, and renewable energy firms that return repeatedly to JE Fuller for engineering and environmental services. Over 95% of our work is from satisfied repeat clientele.

JE Fuller professionals are recognized experts with exceptional qualifications and unparalleled experience in a variety of interrelated subdisciplines including, environmental permitting, biology, wildlife management, regulation/policy, hydrology/hydraulics, engineering design, flood warning systems, surface water data collection, dam safety, applied fluvial geomorphology, planning studies, and other specialized services.

Expertise. We are recognized experts in our core discipline areas. Our clients rely on our expertise to solve their most complex technical and unique interdisciplinary problems.

Insight. Our experience and training allow us to transcend simple problem analysis. JE Fuller professionals not only identify the ‘what?’ of the problem, but also the ‘so what?’ leading to an effective solution.

Trust. We serve as trusted advisors to our clients by helping them to solve their current problems and head off future issues before they become problems.

Personal Service. JE Fuller’s management structure results in flexible, responsive, and personalized service to our clients. Our project managers are directly involved in doing the work and can effectively communicate that work with our clients.

Reputation. Much of our work is repeat business from previous clients. Even our competitors seek our advice when faced with complex technical problems.

Value. Our clients receive high quality work products for reasonable professional fees. We anticipate roadblocks and craft work plans to reach creative solutions on time and within budget.

Quality Assurance. We integrate project analyses and work products across all professional levels and backgrounds greatly benefitting the results. We seek to develop long-term relationships based on excellence and by exceeding client expectations.

JE Fuller is an employee-owned company with owners comprising 18 of our 25-person staff. Each of our owners are also Project Managers with direct responsibility to oversee the details of each project. As owners, we have a vested interest in the success of each

Why choose JE Fuller?

→ An outstanding project team offering the responsiveness and cost effectiveness of a small business and extensive airport wildlife consulting experience

→ An M.S.-level FAA Qualified Airport Wildlife Biologist with extensive knowledge of airport operations and common wildlife issues, over seven years of experience conducting wildlife management at airports, and considerable field experience and knowledge of Sonoran Desert ecosystems and wildlife

→ Recent relevant experience at Page Municipal Airport in Arizona, St. George Regional Airport in Utah, Carson City and Minden-Tahoe airports in Nevada, Jackson Hole Airport in Wyoming, and Brown Field Municipal and Montgomery-Gibbs Executive airports in California.

→ Environmental and engineering professional staff with technical writing expertise derived from over 60 years of collective writing experience

→ Field GPS units with data dictionaries that can collect data electronically in a format downloadable for statistical analysis and map generation

→ A small, Arizona consulting firm recognized for high-quality technical work.
project and ultimately in the satisfaction of our clients. Our board of directors is comprised of five owners/Project Managers. Our general management style can be best described as highly collaborative. Although most projects have a single Project Manager, that manager is backed-up and supported by a team. Our flat management structure allows for project and corporate decisions to made quickly and efficiently. Below is a graphic of our management structure (Figure 1). Our clients are welcome to reach-out to our management board at any time with questions or concerns.

![Figure 1. JE Fuller’s management structure](image)

Our goal is to obtain a position of “trusted advisor” with our clients. We work very well with all types of clients and have learned to by sympathetic and work within the constraints of their projects. As mentioned earlier, most of our work comes from repeated clients, which is a direct reflection of their view of us and our work. We encourage the Phoenix-Mesa Gateway Airport Authority (PMGAA) to contact any of the client references we included with this proposal. For this project, we understand the importance of fostering and maintaining strong relationships not only with PMGAA, but also with local/state/federal agencies so that when off-airport wildlife concerns are identified, issues can be coordinated and resolved as expeditiously as possible.

Using a streamlined interdisciplinary approach, excellent project management and writing skills, along with lower overhead, JE Fuller often exceeds the level of service provided by large national firms for a fraction of the cost. Our team proposed for this project is well versed in FAA regulations, FAA-recommended wildlife management implementation, National Environmental Policy Act compliance, Endangered Species Act compliance, Migratory Bird Treaty Act compliance, and Clean Water Act compliance.

In the last six years, either as the prime consultant or subcontractor, our QAWB has managed FAA-funded or municipal-funded Wildlife Hazard Assessments (WHAs) at Page Municipal Airport in Arizona, St. George Regional Airport in Utah, Minden-Tahoe and Carson City airports in Nevada, and Brown Field Municipal and Montgomery-Gibbs Executive airports in San Diego, California. Ms. Rieck authored an Environmental Assessment analyzing impacts of implementing suggested wildlife mitigation measures derived from the existing Wildlife Hazard Management Plan (WHMP) at the Jackson Hole Airport in Wyoming. JE Fuller is also currently are under contract to complete engineering-related studies at the Flagstaff Pulliam Airport in Arizona. Our QAWB and proposed project manager for the WHA at the Phoenix-Mesa Gateway Airport (PMGA) Jean Marie Rieck, has written numerous WHA reports that were considered “exemplary” by the FAA.
Recent Relevant Wildlife Hazard Assessment or Wildlife Service Projects

Attachment G, Project Reference Contact Sheet is included at the end of Tab C.

Montgomery-Gibbs Executive Airport WHA, City of San Diego, CA (2018-2020)
Lead Agency: City of San Diego, Real Estate Assets, Airport Division
Project Reference: Cindy Dunn, City of San Diego, Environmental Biologist III, City of San Diego, (858) 573-1446

As QAWB, Ms. Rieck conducted a WHA study, consistent with 14 CFR 139.337 and AC 150/5200-38, at the Montgomery-Gibbs Executive Airport in San Diego, California beginning in June 2018. The WHA identified the types of bird and mammal species present and their relative number, legal status, locations, behaviors, and daily/seasonal patterns. Ms. Rieck provided direction to the City airport biologist who conducted the majority of the field surveys for the duration of the year-long assessment. Once all of the data was gathered, Ms. Rieck conducted the comprehensive data analysis and wrote the WHA with wildlife hazard avoidance recommendations for submission to the FAA. The FAA approved the WHA in April 2020. There was one contract amendment required because the City airport biologist initially thought that she would have more involvement in the data analysis and report-writing for the WHA than she had time for. As a result, a contract amendment was issued for Ms. Rieck to conduct the entirety of the data analysis and report-writing.

Brown Field Municipal Airport, City of San Diego, CA (2017-2018)
Lead Agency: City of San Diego, Real Estate Assets, Airport Division
Project References: Cindy Dunn, Environmental Biologist III, City of San Diego, (858) 573-1446; and Margaret Bornyasz, Senior Regulatory Specialist/Ecologist and San Diego Operations Manager, ECORP Consulting, Inc., (858) 279-4040

As QAWB, Ms. Rieck oversaw completion of a WHA study, consistent with 14 CFR 139.337, at the Brown Field Municipal Airport in San Diego, California. Prior to her involvement in the project, another QAWB was overseeing the project but was terminated from the project due to concerns about successful completion of the project. As the replacement QAWB and subcontractor to ECORP Consulting, Inc. of San Diego, Ms. Rieck assumed responsibility for oversight of the monthly point count avian surveys, game camera data collection, and nighttime spotlight surveys for the WHA study. She ascertained which wildlife species were of greatest potential strike/damage risk at the airport. She then performed extensive data analyses to ascertain the overall wildlife hazard condition of the airport and wrote the WHA report and WHMP that were submitted to the FAA in January 2018. Acceptance of the WHA was received in July 2019 from the FAA. No contract amendments were required for this project.

Lead Agency: Federal Aviation Administration & Nevada Department of Transportation
Project References: Bobbi Thompson, C.A.E., Airport Manager, (775) 782-9871; and Kurt O. Haukohl, State Aviation Manager, (775) 888-7353

In September 2015, Ms. Rieck, initiated a year-long WHA study at the Minden-Tahoe Airport (MEV). MEV is a full-service general aviation airport located at the foothills of the Sierra Nevada Mountains near Lake Tahoe. The area is recognized as one of the best locations in the world for glider aircraft. As QAWB, Ms. Rieck conducted all of the WHA field surveys and developed a WHMP, consistent with 14 CFR 139.337, to identify the types of bird and mammal species present and their relative number, legal status, locations, behaviors, and daily/seasonal patterns. During this study, Ms. Rieck identified habitats and activities on and near the airport that have the potential to contribute to wildlife hazards related to air carrier operations. Ms. Rieck designed the WHMP to provide procedures to effectively relieve or eradicate wildlife hazards to air carrier operations for inclusion in the airport’s set of standard operating procedures. Throughout the duration of the project, Ms. Rieck also provided monthly project updates to the Nevada Department of Transportation and the Airport Manager. No contract amendments were required for this project.
Lead Agency: Federal Aviation Administration & Nevada Department of Transportation
Project References: Tim Rowe, Airport Manager, (775) 841-2255; Kurt O. Haukohl, State Aviation Manager (775) 888-7353

In September 2015, Ms. Rieck initiated a yearlong WHA at the Carson City Airport (CXP). CXP is a general aviation airport located approximately three miles northeast of downtown Carson City. Ms. Rieck conducted the WHA and developed a WHMP, consistent with 14 CFR 139.337, to identify the types of bird and mammal species present and their relative number, legal status, locations, behaviors, and daily/seasonal patterns. In this study, Ms. Rieck identified habitats and activities on and near the airport that have the potential to contribute to wildlife hazards related to air carrier operations. Ms. Rieck designed the WHMP to provide procedures to effectively relieve or eradicate wildlife hazards to air carrier operations for inclusion in the airport's set of standard operating procedures. Throughout the duration of the project, Ms. Rieck also provided monthly project updates to the Nevada Department of Transportation and the Airport Manager. No contract amendments were required for this project.

Lead Agency: Federal Aviation Administration and City of St. George
Project Reference: Rich Stehmeier, Airport Manager, (435) 627-4080

Ms. Rieck worked with, Jennifer Lynch Murphy, QAWB of C&S Companies to complete a WHA and WHMP for the St. George Regional Airport (formerly called the St. George Municipal Airport) in Washington County, Utah. Over a 12-month period, Ms. Rieck conducted the field-based surveys of wildlife at the airport using avian point-count methodology, nighttime spotlight for any/all wildlife, small mammal trapping, and flora surveys. Over this time-frame, an accurate understanding for seasonal wildlife activity at the St. George Regional Airport was acquired. This data was used to recommend actions for reducing wildlife hazards to air carrier operations. Upon completion of the wildlife surveys, the project team analyzed all the field data and prepared the WHA report. In the report, the project team evaluated the events that triggered the WHA by describing airport operations and environmental conditions and summarizing the strike data. The results of the surveys include identification of wildlife species observed; their numbers, locations, local movements, and daily and seasonal occurrences; and identification and location of features on and near the airport. Ms. Rieck provided specific mitigation recommendations for the airport to implement in the future. She wrote an exemplary WHA and WHMP that were approved by the FAA July 2016. No contract amendments were required for this project.

Lead Agency: National Park Service, Grand Teton National Park
Project Reference: Margaret Wilson, Planner, Office of Planning and Compliance, (307) 739-3390

Currently, there is a sage-grouse lek located within the Runway Safety Area at the Jackson Hole Airport in Wyoming, and collisions between sage-grouse and aircraft are frequent. Nesting grouse and their offspring using the expanse of sagebrush surrounding the airport were of significant concern to aircraft safety. Based on the existing WHA and WHMP for the airport, the goal of the project and Environmental Assessment (EA) was to try to find a way to decrease the frequency of sage grouse flights near the runway by enhancing habitat quality and quantity elsewhere. Ms. Rieck prepared the EA to disclose and analyze the impacts of restoring approximately 323 acres of historical agricultural fields near the airport to native sagebrush steppe vegetation to draw lekking and breeding sage-grouse off airport grounds as proposed in the WHMP. The project was designed to increase aircraft safety, comply with FAA requirements, protect sage-grouse and other natural/cultural resources in the area, and comply with the values and mission of the park. No contract amendments were required for this project.
References listed below should correspond to the three listed under Tab C, #2

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<th>Airport/Company</th>
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<th>Email Address</th>
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<tr>
<td>City of San Diego</td>
<td>Cindy Dunn, Environmental Biologist</td>
<td>San Diego, California</td>
<td>(858) 361-5625 or (858) 573-1446</td>
<td><a href="mailto:cdunn@sandiego.gov">cdunn@sandiego.gov</a></td>
<td>2018-2020</td>
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<tr>
<td>ECORP Consultants</td>
<td>Margaret Bornyasz, Senior Regulatory Specialist</td>
<td>San Diego, California</td>
<td>(858) 279-4040 or (858) 232-3872</td>
<td><a href="mailto:mbornyasz@ecorpconsulting.com">mbornyasz@ecorpconsulting.com</a></td>
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<td>Nevada Department of Transportation</td>
<td>Kurt O. Haukohl, State Aviation Manager</td>
<td>Carson City, Nevada</td>
<td>(775) 888-7353</td>
<td><a href="mailto:KHaukohl@dot.nv.gov">KHaukohl@dot.nv.gov</a> or <a href="mailto:khaukohl@dot.state.nv.us">khaukohl@dot.state.nv.us</a></td>
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Team Members

JE Fuller has assembled a team that offers extensive experience working with the FAA on Wildlife Hazard Assessments, performing large-scale wildlife surveys, and coordinating and consulting with a wide range of federal, state, and local entities.

JEAN MARIE RIECK, Project Manager / FAA Qualified Airport Wildlife Biologist
M.S. Wildlife Biology, Northern Arizona University, Flagstaff, Arizona

Jean Marie is a Qualified Airport Wildlife Biologist, environmental planner, and Certified Environmental Inspector specialized in environmental permitting and NEPA/ESA/CWA compliance, threatened and endangered species surveying and monitoring, natural resource management, wetland delineation, and technical writing. She has managed numerous environmental projects with the National Park Service, municipalities and counties, Bureau of Land Management, Arizona Department of Emergency and Military Affairs, Federal Emergency Management Agency, Forest Service, Bureau of Reclamation, and Native American tribes throughout the Southwest, Intermountain West, California, and Hawaii. She has managed the following types of projects:

- As FAA Qualified Airport Wildlife Biologist (QAWB) - Wildlife Hazard Site Visits, Wildlife Hazard Assessments (WHAs) and Wildlife Hazard Management Plans (WHMPs)
- Protocol-level surveys for federally-listed threatened and endangered (T&E) species – Mexican spotted owl, yellow-billed cuckoo, southwestern willow flycatcher, and Chiricahua leopard frog
- Biological surveys/monitoring, pre-construction surveys, migratory bird nest searches, avian point-count surveys, mammal trapping, spotlight surveys, passive wildlife relocations, and vegetation inventories
- Biological Evaluations, Wildlife and Botanical Specialist Reports, Monitoring and Mitigation Plans, Vegetation Inventory Reports, Plans of Development, and Plans of Operation
- ESA compliance documentation including Biological Assessments (BAs) for consultation with USFWS, CWA ESA compliance memos, and CLOM-R BAs for FEMA floodplain revisions.
- NEPA studies (Environmental Impact Statements [EISs], Environmental Assessments [EAs], and Categorical Exclusions)
- CWA compliance documentation including Jurisdictional Determinations (Preliminary [PJD] and Approved [AJD]) and Storm Water Pollution Prevention Plans
- As Certified Environmental Inspector (CEI) - Phase I Environmental Site Assessments (ESAs) consistent with American Society for Testing and Materials guidelines

Ms. Rieck has extensive experience trapping/identifying small mammals, conducting vegetation assessments, executing various avian survey protocols, performing airport WHA surveys, analyzing mark-recapture data, performing statistical analyses, and reporting ecological data. In addition to her formal education in biological science, Jean Marie Rieck has broadened her interdisciplinary knowledge in the areas of rangeland management, statistics, and science education. As an Arizona native, she has worked in nearly every type of ecosystem in Arizona including the Sonoran Desert. Jean Marie Rieck will serve as the Qualified Airport Wildlife Biologist for this project and will perform monthly field surveys, maintain project databases, and prepare the WHA report. She will also conduct vegetation surveys if the add-alternative for this contract is executed.

Professional Permits, Certifications, and Trainings
FAA Qualified Airport Wildlife Hazard Biologist (2016; no expiration) http://wildlifecenter.pr.erau.edu/biologists.htm
USFWS Permit #TE80964B-1 for MSO, SWFL, YBCU, and CHLF (Expires 03/07/2021)
Navajo Nation Biological Investigation Permit #1118 (Expires 12/31/2019)
Certified Environmental Inspector (CEI) #JMR022015
NEPA and ESA Compliance Training (February 2014)
Wetland Delineation and CWA Certification (Spring 2015)

Professional Memberships
The Arizona Airports Association (2019 – Present)
Arizona Floodplain Management Association (2019 – Present)
Arizona Society of Mammalogists (2013 – Present)
The Wildlife Society – Arizona Chapter (2013 – Present)
Environmental Assessment Association (2013 – Present)

TIM WEBER, Senior Wildlife Biologist
M.S. Wildlife Management, College of Natural Resources, Humboldt State University, Arcata, California

Tim grew up on Cape Cod, MA, and earned a BA in Biology from Middlebury College in Vermont. After college, Tim left the East Coast behind and received his unofficial outdoor education in Colorado through years of skiing, mountain biking, hiking, and camping in the Rocky Mountains. His migration continued west to California where he interned for the Golden Gate National Recreation Area in the Bay Area, hooting for spotted owls at night and trapping migrating raptors by day.

Tim went on to earn a master’s degree in Wildlife Management from Humboldt State University and has spent the last twenty years working as a biologist with the government, private industry, and non-profit organizations. Since moving to Arizona in 2004, Tim has had the opportunity to bird extensively in the southwest for work and pleasure. As a biologist for the Bird Conservancy of the Rockies, Tim has surveyed for and recorded thousands of birds on the Coconino, Tonto, and Coronado National Forests. Each spring, he visits the Sky Islands (the mecca for spring migration in the western U.S.), and for the last six years, he has been organizing birding trips with his friends to Texas, Florida, and Costa Rica.

After a decade of studying the fauna and flora of Arizona, Tim went forward with his dream of establishing a domestic birdwatching tour company. In 2016, Tim received a Forest Service outfitters and guiding permit from the Red Rock Ranger District in Sedona and has been working full time to introduce birders to the incredible diversity that Arizona has to offer.

Special Skills and Trainings
- U.S. bird identification by sight and sound
- Trapping, handling, and tagging small mammals
- Extensive experience with GIS and GPS. Extensive backcountry hiking and camping experience
- 4X4 Truck operation. Experienced ATV operator
- Vegetation identification and habitat delineation
- Proficient in MS Office Suite and statistical packages Excel, SAS and NCSS.
- Raptor trapping, net extraction, and banding;
- Four field seasons with HawkWatch International including the handling of over 1000 raptors
- Proficient in Spanish

Tim Weber will serve as a Senior Wildlife Biologist for this project and will perform monthly field surveys on an as-needed basis. He will also assist Ms. Rieck to conduct vegetation surveys if the add-alternative is executed.

W. SCOTT OGDEN, P.E., CFM, Project Principal / Quality Assurance Officer
B.S., Agricultural Engineering, Colorado State University, Fort Collins, Colorado

Scott Ogden is a Project Principal / Senior Engineer at JE Fuller. For more than 30 years, he has served as a project principal, project manager, and project engineer for studies and projects throughout Nevada and Arizona. He currently serves as Chief Executive Officer and President of JE Fuller. His experience includes the following:

- Environmental Section 404 / NPDES Permitting
- Hazard Mitigation Planning
- Area Drainage Master Plans and Studies
- Meeting Facilitation and Stakeholder Management
- Land Development Drainage and Improvement Plans
Scott worked on the Ellsworth Channel Relocation Project for PMGAA as a subcontractor to Premier. His experience with the project area and PMGAA will bolster JE Fuller’s team by contributing an additional layer of familiarity with any potential wetland/drainage/vegetation issues on the airport property. He will also act as quality control officer to ensure that deliverables are provided on-time and up to the required standards.

**Professional Registration**
Professional Engineer (Civil), Arizona # 28857
Certified Floodplain Manager, US-06-02258

**Professional Memberships**
Arizona Floodplain Management Association
Association of State Floodplain Managers
American Society of Civil Engineers (National and Arizona)
Arizona Consulting Engineers Association

**Statements Regarding Litigation, Arbitration, and/or Claims**

- JE Fuller has filed no litigations, arbitrations, and/or claims against any project owner as a result of a contract dispute.
- No litigations, arbitrations, and or claims have been filed against JE Fuller by any agency or client.
- JE Fuller has not been terminated from a project due to any litigation, arbitration, claims, or any other client dispute. As a result of COVID-19, two projects that were awarded to JE Fuller by federal agencies were defunded, and as a result, JE Fuller is no longer under contract to complete the work.

**Statement Regarding Capability and Intent to Proceed**
JE Fuller has the capability and intent to proceed with this WHA project for PMGAA without delay if selected for this work. Table 2 contains the availability of our proposed team members to proceed with this project upon notice to proceed.

**Table 2. Project Team Availability for This Project**

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<td>W. Scott Ogden</td>
<td>Project Principal / Technical Editor</td>
<td>3-5% or 1-2 hours/week</td>
</tr>
<tr>
<td>Jean Marie Rieck</td>
<td>Project Manager / Qualified Airport Wildlife Biologist</td>
<td>45-55% or 15-20 hours/week*</td>
</tr>
<tr>
<td>Tim Weber</td>
<td>Senior Avian Biologist</td>
<td>25-35% or 5-10 hours/week</td>
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* During project kickoff or when conducting field surveys, some weeks may require more than 20 hours devoted to this project per week. Ms. Rieck will ensure that the 45-55% of her available time is allocated to meet the FAA-required protocol for conducting WHAs and deliverable submittal schedules for this project.
UNDERSTANDING AND FAMILIARITY WITH FAA REGULATIONS AND ADVISORY CIRCULARS

JE Fuller understands that as a firm, we must meet, and shall attest that we meet, by submitting Attachment A, the qualifications as outlined in Advisory Circular AC 150/5200-36B and conduct the WHA for PMGA in accordance with Advisory Circular AC 150/5200-38, or the most current versions.

The following sections highlight the two Advisory Circulars listed above in addition to other important applicable FAA regulations and Advisory Circulars that should be considered during any WHA study:

14 Code of Federal Regulations, Part 139

WHAs are required for FAA-designated 14 CFR Part 139 air-carrier airports and for all types of airports if a triggering event occurs so that the FAA and airport operator can determine if the airport needs to take specific or immediate actions to mitigate wildlife hazards and if necessary, prepare a WHMP. According to 14 CFR Part 139.337, triggering events include one or more of the following situations:

a. multiple wildlife strikes by air carrier aircraft;
b. substantial damage from wildlife strike by air carrier aircraft;
c. engine ingestion of wildlife by air carrier aircraft; or
d. wildlife of size, or in numbers, that are capable of causing any of the previous events observed on or near the airport.


This AC is likely the most important FAA regulatory document to be familiar with when conducting a WHA study. It contains the protocol to follow for WHA studies and Wildlife Hazard Site Visits and requirements for formulation of WHMPs. Prior to issuance of this AC, there was often confusion among QAWBs about how to properly conduct a WHA study which resulted in varying approaches that lacked consistency and sometimes depth of study. This AC provides a detailed protocol designed to streamline the approach and ensure that a thorough study is conducted at each airport.

AC 150/5200-38 contains the following requirements for a WHA study (also as required by 14 CFR Part 139.337(c)):

1. An analysis of events or circumstances that prompted the assessment;
   a. Review of the existing airport wildlife monitoring and control program to include any past wildlife monitoring, control actions, strikes and triggering events;

2. Identification of species observed and their numbers, locations, local movements, and daily and seasonal occurrences;
   a. Interviews with the airport manager, airport operations supervisor, and airport staff in addition to other employees of the airport, and any other personnel such as police officers and maintenance personnel to determine what if any persistent wildlife hazards exist within the FAA critical area;

3. Identification and location of features on and near the airport that attract wildlife;
   a. Interviews with the airport manager, airport staff, other employees of the airport, and any other personnel to determine what, if any, attractants might exist or may be expected considering past, existing or proposed land-use changes within and around the airfield;
   b. Identification of the presence of hazardous wildlife use within at least 5 miles of the airport, and review the existing MYF wildlife program;
   c. 14 CFR 139.337 requires a QAWB to set up and manage a study to determine the species of wildlife using the airport, their numbers, locations, local movements, and daily and seasonal occurrences. A proper WHA study should include:
      i. Daytime observation point count surveys using methods and procedures determined by the biologist running the study that meet the minimum requirements of AC 150/5200-38,
      ii. Mammal surveys including small mammal trapping, game camera detections, nighttime spotlight surveys, etc.
      iii. Identification of vegetation, soils, and water sources in the airport vicinity, and
      iv. Monthly inspections of airport lands and structures for wildlife attractants
4. A description of wildlife hazards to air carrier operations;
5. Recommended actions for reducing identified wildlife hazards to air carrier operations
   a. Provision of recommendations, if any, for mitigating identified hazardous wildlife attractants and for suggesting improvements to the airport Wildlife Hazard Management Program, if one has already been established.


This AC lists the minimum qualifications for wildlife biologists who conduct WHAs for airports, and it addresses the minimum wildlife hazard management curriculum for the initial and recurrent training of airport personnel who implement WHMPs.

As demonstrated earlier in this proposal document, our proposed project manager meets all QAWB requirements per the Federal Aviation Administration Advisory Circular 150/5200-36B:

1. Have the necessary academic coursework from accredited institutions and work experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U.S. Office of Personnel Management classification standards or be designated as a Certified Wildlife Biologist by The Wildlife Society (http://www.wildlife.org) and,
2. Have taken and passed an airport wildlife hazard management training course acceptable to FAA Administrator and,
3. While working under the direct supervision of a qualified airport wildlife biologist:
   a. Have conducted at least one Wildlife Hazard Assessment acceptable to the FAA Administrator (as described in Section 139.337) or,
   b. Conducted at least one year of continual wildlife hazard monitoring at a certificated airport using FAA-approved methodology (FAA AC 150/5200-38, Ch. 4).
4. Have successfully completed at least one of the following within 5 years of their initial FAA approved airport wildlife hazard management training course, and every 5 years thereafter:
   a. An airport wildlife hazard management training course that is acceptable to the FAA Administrator, or
   b. Attendance, as a registered participant, at a joint Bird Strike Committee–USA/Bird Strike Committee–Canada annual meeting, or
   c. Other training acceptable to the FAA Administrator.

AC 150/5200-36B also contains a comprehensive training curriculum for airport personnel involved in controlling wildlife hazards at airports and should be referenced during staff trainings at any airport with wildlife concerns.

FAA Advisory Circular 150/5200-33C (issued February 21, 2020), Hazardous Wildlife Attractants on or near Airports.

Web link: https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_150_5200-33C.pdf

The FAA recommends the use of minimum separation criteria outlined in this AC for land-use practices that attract hazardous wildlife to the vicinity of airports. Land-use practices addressed in this AC include waste disposal operations, water management facilities, dredge spoil containment areas, agricultural activities, wetlands, aquaculture, golf courses, etc. It also discusses updated procedures for evaluation and mitigation, and on- and off-airport attractants. This AC recommends that non-Part 139-certificated airports conduct a WHA or a Wildlife Hazard Site Visit if a triggering event occurs.


This AC explains the importance of reporting collisions between aircraft and wildlife, more commonly referred to as wildlife strikes. It explains the FAA’s Bird/Other Wildlife Strike Reporting system, how to report a wildlife strike, what happens to the wildlife strike report data, how to access the FAA National Wildlife Strike Database, and the FAA’s Feather Identification program. Wildlife strikes can be filled electronically and to report a strike via the internet see the following link: https://wildlife.faa.gov/strikenew.aspx. Electronically filed strikes can be edited at a later date if and when necessary. SNARGE (strike remains), body parts, and remains of wildlife can and should be saved and sent to the Smithsonian Institution for identification.
FAA Advisory Circular 150/5200-34A (issued January 26, 2006), Construction or Establishment of Landfills near Public Airports.
This AC provides a guide for development of waste disposal operations near public airports.

Web link: https://www.faa.gov/airports/airport_safety/wildlife
This manual, prepared by FAA and U.S. Department of Agriculture, Wildlife Services, contains a compilation of information to assist airport personnel in the development, implementation, and evaluation of wildlife management plans at airports. It includes specific information on the nature of wildlife strikes, legal authority, regulations, wildlife management techniques, WHAs, WHMPs, and sources of help and information. Prior to issuance of AC 150/5200-38, this manual contained the most up-to-date information for how to conduct a WHA study. The FAA recommends that airports consult with a QAWB to assist with development of a wildlife management plan and the implementation of management actions by airport personnel.

Cert Alert 16-03 provides guidance on perimeter fencing for airports. Ideally, fences should be 10 feet high with a buried 4-5-foot-long chain-link fence skirt, but an 8-foot-tall fence is usually sufficient if it has three-strand barbed wire outriggers at the top.

Web link: https://www.faa.gov/airports/engineering/engineering_briefs/media/EB-91.pdf
This engineering brief provides important information about and recommendations on how to manage vegetation within the airport property. It also contains helpful information about how vegetation data should be collected, classified, and presented.

Memorandum of Agreement Between the Federal Aviation Administration, the U.S. Air Force, the U.S. Army, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, and the U.S. Department of Agriculture, to Address Aircraft Wildlife Strikes. (January 9, 2003).
Through this Memorandum of Agreement, the agencies listed in the title of the agreement establish procedures necessary to coordinate their missions to more effectively address existing and future environmental conditions contributing to aircraft-wildlife strikes throughout the United States. These efforts are intended to minimize wildlife risks to aviation and human safety, while protecting the Nation’s valuable environmental resources. This is a good reference for any WHA study as it contains important information for proper coordination and consultation between federal agencies.
PROJECT UNDERSTANDING AND APPROACH

Project and Study Area

JE Fuller understands that PGMA has had events or circumstances that prompted WHA (likely due to a significant number of wildlife strikes in recent years). As a Small Hub Airport located approximately 23 miles southeast of Phoenix Sky Harbor International Airport, PMGA provides service to the Phoenix Mesa Metropolitan areas and holds a Class 1 Airport Operating Certificate. Within its approximately 3,300 acres of land, PMGA hosts three parallel primarily concrete runways (one with some asphalt): Runway 12R/30L, Runway 12C/30C, and Runway 12L/30R. The airport is owned by the PMGAA, serves three commercial airlines (one domestic and two international), serves general and business aviation users, and can accommodate a wide variety of other aviation uses including military, air taxi, and corporate travel. According to the aviation website Airnav.com, of the 126 based aircraft at PMGA, approximately 70% are single-engine airplanes, 16% are multi-engine airplanes, 14% are jet airplanes, and less than 1% are helicopters. Hangars are available to airport users (for the 12-month period ending on December 31, 2018) (see Table 3).

The general study area for any WHA should include land within 5.0 miles of the airport; however, the most important area to consider is within 10,000 ft of the airport where aircraft are flying lower during takeoff and landing operations. The majority of the study area for PMGA is composed of privately-owned lands. Potential wildlife attractants in close proximity to the airport include a handful of golf courses and suburban parks to the south, north, and west; two water treatment facilities to the southwest and northeast; a riparian preserve to the northwest; transfer stations to the north and east; dairies to the north; and agricultural fields to the east and south of the airport property.

As part of JE Fuller’s initial research into the FAA records of documented wildlife issues at the airport, we noted (see Table 4) that the FAA reports 564 total strikes at PMGA (http://wildlife.faa.gov/database.aspx).

Understanding of Habitat and Potentially Hazardous Species
At 1,384 feet above mean sea level, PMGA is situated in the southeastern portion of the Phoenix Metropolitan area which is surrounded by the Sonoran Desert ecosystem. In general, the vegetation associated with the study area can be characterized as Lower Colorado River Subdivision of the Sonoran Desertsclrub. Approximately 13 miles northeast of the airport, the Superstition Mountains rise sharply into peaks and ridges that climax at more than 6,200 feet above mean sea level or more than 4,500 feet above the valley floor. These
mountainous areas provide habitat for many species of wildlife that often roam down into the Phoenix Metropolitan area to join the local desert species in search of resources such as water, forage, and prey. The JE Fuller team has experience working on projects throughout the southwestern states of Arizona, California, Nevada, Utah, Colorado, and New Mexico; however, because we have been doing business in the Central Arizona area for 25 years, we are intimately familiar with the natural resource issues specific to the areas surrounding PMGA.

Principal mammalian species that frequent the suburban and rural edges of the Phoenix Metropolitan area include coyote (Canis latrans); mountain lion (Puma concolor); bobcat (Felis rufus); kit fox (Vulpes macrotis); gray fox (Urocyon cinereoargenteus); bighorn sheep (Ovis canadensis); javelina (Tayassu tajacu); mule deer (Odocoileus hemionus); pronghorn (Antilocapra americana); desert cottontail (Sylvilagus audubonii); black-tailed jackrabbit (Lepus californicus); raccoons (Procyon lotor); spotted skunk (Spilogale gracilis); striped skunk (Mephitis mephitis); and various bats, mice, rats, and squirrels. Mammalian species that have a high likelihood of entering the airport property include coyote, fox, cottontails, jackrabbits, and various bats, squirrels, rabbits, and small rodent species. Larger mammals like coyotes often undermine airport perimeter fences by digging under the chain link (see top photo to the right). In addition, they can enter the airfield through culverts (see bottom photo to the right) unless proper exclusion devices are installed. Routine inspections of fences and culverts should be conducted during any WHA study.

Central Arizona is part of the avian Pacific Flyway and may seasonally support a great variety and abundance of migrating birds flying through the area and utilizing local natural resources along the Salt, Verde, and Gila Rivers and other smaller water sources/features near the project area. Although none of the rivers mentioned above are within 5.0 miles of the airport, water features such as golf course ponds, park ponds, riparian preserves, canals, and irrigation ditches are present within the study area between 0.25 and 5.0 miles of the airport and potentially provide habitat for local resident breeding birds, migrating waterfowl, and other seasonally migrating birds.

Notable potentially hazardous avifauna in the area includes several species of dove or pigeon, various seasonal species waterfowl, great blue heron (Ardea herodias), great egret (Ardea alba), mallard (Anas platyrhynchos), turkey vulture (Cathartes aura), common raven (Corvus corax), European starling (Sturnus vulgaris), greater roadrunner (Geococcyx californianus), Gambel’s quail (Callipepla gambelii), killdeer (Charadrius vociferus), western meadowlark (Sturnella neglecta), American kestrel (Falco sparverius), peregrine falcon (Falco peregrinus), Cooper’s hawk (Accipiter cooperii), sharp-shinned hawk (Accipiter striatus), red-tailed hawk (Buteo jamaicensis), and burrowing owl (Athene cunicularia). Nocturnal avian species that may be found on or near the airport include the great-horned owl (Bubo virginianus), barn owl (Tyto alba), and common nighthawk (Chordeiles minor).

As listed by the U.S. Fish and Wildlife Service and Arizona Game and Fish Department, special status species with potential habitat within the airport property and the immediate vicinity include California least tern (Sternula antillarum browni), yellow-billed cuckoo (Coccyzus americanus), bald eagle (Haliaeetus leucocephalus), Bendire’s thrasher (Toxostoma bendirei), burrowing owl, Gila woodpecker (Melanerpes uropygialis), Lawrence’s goldfinch (Carduelis lawrencei), and rufous hummingbird (Selasphorus rufus). Ms. Rieck is permitted to conduct protocol-level surveys for yellow-billed cuckoo and burrowing owl in Arizona. No permits are required to survey for any of the other special status species listed above.
Proposed Methodology to address Scope of Work

Task 1. Kick Off Meeting and Initial Consultation/Site Visit
Under this task, JE Fuller will lead a kickoff meeting with PMGA, conduct an initial site visit, and manage other important project components. The kickoff meeting attendees should include the Airport Manager, PMGAA member(s) (if applicable), airport wildlife management coordinator and other airport representatives (if applicable) to discuss deliverables, overall program schedule, roles of communication, safety measures, current wildlife management practices, known and recently observed hazardous species and/or attractants, events or circumstances that prompted the WHA, concerns of airport personnel, and permits (including wildlife depredation permits) held by PMGA.

Another important reason to hold a kickoff meeting is to discuss proper airport communications and operations protocols that the JE Fuller biologist(s) will need to follow to safely navigate the airport property. As part of the initial site visit, it is assumed that arrangements will be made for airport access, driving clearance on airport property, and escorts until the project team has received necessary security authorization and airfield driving/familiarity training. Also at the time of the initial kick-off meeting, JE Fuller will obtain copies of any airport documentation such as standard airport procedures that are implemented routinely and that may need to be documented in the WHA study.

In order to identify potential wildlife attractants in the study area, the project team will use high-resolution aerial photography to help identify wildlife attractants prior to visiting the airport. Ms. Rieck will conduct a desktop inspection of the study area for potential wildlife and identify attractants (not only within the airport property, but also within a 5.0-mile buffer around the approach/departure airspace), as recommended by the FAA (AC 150/5200-38). Although these attractants may be permanent and unavoidable, investigating them may explain wildlife movements and may elucidate potential management techniques for preventing wildlife from entering into flight paths.

The project team will also coordinate with the airport to identify existing land uses or proposed land uses that may be incompatible with safe airport operations, as stated in AC 150/5200-38, within 10,000 feet of the airport and within the five-mile buffer. The project team will monitor the airport property and 5.0-mile buffer twice per month (see task 2 below) to determine the hazard potential of these attractants and associated wildlife trends.

Task 2. Wildlife Hazard Assessment Field Surveys
The project team will follow the FAA-established survey methodology provided in AC 150/5200-38 that seeks to identify wildlife species, numbers, location, movements, and daily and seasonal occurrences. Surveys will be conducted in at carefully selected observation points based on visibility and expectations of hazards. As recommended by the FAA, the project team will conduct point-counts for all wildlife, but especially birds, at selected survey points each month for 12 consecutive months to account for migration and the breeding season.

Avian Point Count Surveys
For the purposes of this proposal, please note the following definitions:

Survey = point-counts at selected survey points within the study area. A full WHA survey usually consists of point-counts at ten (10)-sixteen (16) survey points and will usually require between two (2) and four (4) hours to complete.

Visit = Three (3) full surveys consisting of one morning survey, one midday survey, and one evening survey.

JE Fuller’s project team will select survey points within the airport property and surrounding 5.0-mile buffer to be surveyed three (3) times during each visit, once in the morning, once in the midday, and once in the evening. Two (2) visits will occur each month for the duration of the study resulting in a total of two (2) morning, two (2) midday, and two (2) evening per month or a total of twenty-four (24) morning, twenty-four (24) midday, and twenty-four (24) evening surveys for the entire year. During each survey, a biologist will conduct point counts at each of the predetermined survey points for approximately three (3) minutes to identify bird species and activities in addition to general
wildlife use within the project area. Point-count data forms will be completed with an emphasis on location and observed activity (e.g., species, number, behavior, etc.).

**Nighttime Spotlight Surveys**

Nighttime spotlight surveys will be performed one (1) time per month and will consist of no more than two (2) hours of spotlighting wildlife on the airport property. A total of 12 spotlight surveys will be conducted during the year-long WHA study. All species observed, as well as their numbers, locations, local movements, and daily and seasonal occurrences; and identification and location of any机场 features on and near the airport property.

**Small Mammal Trapping**

If there are a significant number of predators of small mammals present on the airport, small mammal trapping surveys using Sherman traps will need to be conducted two (2) times per year (in the spring and autumn) at up to four (4) locations that may be scattered throughout the airport property. Prior to conducting the small mammal trapping, Ms. Rieck will obtain a Scientific Collection Permit from the Arizona Game and Fish Department to conduct the trapping effort.

**Periodic Data Review**

In addition to the surveys mentioned above, JE Fuller’s project team will regularly review data collected from all surveys conducted by the project team will be evaluated and periodically assessed throughout the year-long study to identify potential habitat for wildlife and areas of significance for bird migration and/or breeding, and to point out hazards and daily and seasonal wildlife use trends. Furthermore, data obtained from these efforts, including the initial consultation and biological surveys, wildlife management logs from the airport, strike database, and local bird surveys that illustrate bird movements in the area, will be incorporated into the WHA document. Using ArcGIS, the project team will map the survey locations, wildlife attractants, wildlife movement trends, and areas of high concentrations of wildlife (i.e., density maps). Habitats on the airport will be mapped for the final document; these maps will show general vegetation communities or habitat types (e.g., grassland, wetland, open water, etc.).

**Add-Alternative Vegetation Surveys**

As indicated in the solicitation document, the selected contractor may also be contracted by PGMAA to conduct vegetation surveys within the Airport Operations Area (AOA). Ms. Rieck has experience leading large teams of botanists conducting vegetation inventories for rangelands in Northern Arizona. This experience will apply well to ensuring that the vegetation survey at PMGA is conducted thoroughly and accurately.

Major vegetation communities will be surveyed and recorded. Vegetation data will be uploaded into ArcGIS Pro, and maps will be produced showing vegetation communities or habitat types within the AOA. This task does not include any surveys outside of the airport property. Once data is gathered and mapped, Ms. Rieck will recommend vegetation management/maintenance activities to prevent further wildlife activity in the AOA in accordance with all applicable Advisory Circulars.

**Task 3: Wildlife Hazard Assessment Report**

Upon completion of the WHA surveys, Ms. Rieck will analyze all gathered field data and prepare the WHA report. In accordance with FAA AC 150/5200-38, Ms. Rieck will ensure that the WHA report contains at least the following components:

1) Analysis of events or circumstances prompting the WHA;
2) Wildlife surveys that include identification of the species observed and their numbers, locations, local movements, and daily/seasonal occurrences;
3) Identification and location of local features on or near the airport that attract wildlife;
4) A description of hazards to air carrier operations;
5) Recommended actions for reducing identified wildlife hazards to airport operations; and
6) Recommendations for updates and changes to the current WHMP.

In the report, the project team will evaluate the events that triggered the WHA by describing airport operations and environmental conditions and summarizing the strike data. The methods and results of the surveys will be summarized and include predominant wildlife species observed; their numbers, locations, local movements, and daily and seasonal occurrences; and identification and location of features on and near the airports. The project team will describe the wildlife hazards as they relate to air operations.
possible actions for reducing these wildlife hazards. JE Fuller also will provide potential recommendations for updates and changes to the WHMP in the WHA. Copies of the draft WHA will be prepared and disseminated no later than 14-15 months after the project kickoff meeting and initial site visit. One joint teleconference is anticipated between JE Fuller, the Airport Manager, and any airport staff or PGMAA members to discuss the draft WHA. All comments or edits will be incorporated into the final WHA, and the final WHA will be resubmitted to the airport for final review prior to submitting it to the FAA. The FAA will then review the WHA, including all of its recommendations, aircraft activity at the airport, certificate holders and airport users, and other factors in accordance with 14 CFR 139.337.

**Task 4. Recommendations for Updates and Changes to Current Wildlife Hazard Management Plan**

The intention of a WHMP is to reduce the hazards of wildlife populations that threaten airport structures and equipment, aircraft, and human safety. Furthermore, the WHMP will need to be consistent with existing federal code manuals, circulars, and CertAlerts, as well as other regulatory guidance. The project team will work closely with the Airport Manager and operations staff while providing recommendations for updates and changes to hazard mitigation techniques in order to properly minimize the risk of populations of hazardous wildlife. As mentioned in Tasks 2-3, while conducting the WHA field surveys, JE Fuller will assess potential habitat for wildlife, identify areas of significance for bird migration and/or breeding, identify wildlife hazards, and determine daily and seasonal trends. The project team will identify and describe hazardous wildlife attractants on or near the airport, as described in AC 150/5200-38. The identification of hazardous wildlife attractants and trends of wildlife will guide the project team in developing appropriate wildlife management techniques.

The project team will then review the techniques that are currently used or proposed at the airport for effectiveness and will make recommendations for other passive or active management techniques. These management techniques should be designed to reduce potential hazardous species at the airport. Active management techniques include those that provide immediate decreases in wildlife numbers by dispersing or repelling wildlife, lethal control, or trapping for translocation. Passive management techniques provide longer-term solutions to wildlife hazards by managing turf and other wildlife habitat such as perches or nest sites, removing or managing natural and anthropogenic food sources, properly managing water sources (e.g., culverts, ditches, wetlands, and retention/detention ponds), or preventing access to the area via fencing or other methods of exclusion. If changes to management techniques are required, the project team will recommend the necessary equipment and supplies, such as firearms or pesticides, to implement active and passive management techniques. Active and passive management techniques must be prioritized in order to address the complexities and interrelationships between airport operations, safety, wildlife movements, weather patterns, other natural processes that create attractants to hazardous wildlife, and the regulatory environment of the area. The project team recognizes the importance of expeditious action in managing hazardous situations at the airport to protect safety and operations.

Because our environment is constantly changing, the WHMP is a living document and requires annual reviews. Therefore, the project team will also identify how and when the WHMP will be reviewed and updated in the future. As described in the FAA’s *Wildlife Hazard Management at Airports: A Manual for Airport Personnel*, an objective technique to evaluate the effectiveness of the WHMP is to score five categories as satisfactory, unsatisfactory, needs improvement, or not applicable. The five categories are:

1. Management functions related to wildlife hazards on or in the vicinity of the airport,
2. Bird control on or in the vicinity of the airport,
3. Mammal control on or in the vicinity of the airport,
4. Management of habitat and food sources on airport property related to wildlife hazards, and
5. Land uses and food sources off of airport potentially related to wildlife hazards on airports.

JE Fuller will also consult with regulatory agencies on the management practices at the airport and assist the airport in obtaining any necessary new permits. As recommended in 14 CFR 139.337, a Wildlife Hazards Working Group (WHWG) may be established to facilitate communication, cooperation, and coordination between the community, private entities, and local, state, and federal agencies. A WHWG is a critical component of successfully managing wildlife hazards because communication and coordination with the community is essential to ensure the effectiveness of the WHWG. If incompatible land uses or attractants are identified, then the WHWG can develop a strategy to reduce wildlife hazards. JE Fuller’s Project Manager and trained facilitators have more than 15 years of experience in conducting public meetings and mediation between federal, state, and private entities, as well as tribal communities. Mediation and facilitation services assist our clients in identifying and working with key stakeholders, resolving controversial environmental disputes, and designing processes for meeting project goals and objectives. Finally JE Fuller will be able and willing to work with and/or train an Education Institution of PMGAA’s choice.
Project Schedule for Completion of Scope of Work and Add Alternative

Once a notice to proceed is given and contracting is in place, JE Fuller will set up a kickoff meeting and an introductory site visit. At that time, Jean Marie Rieck will spend two to three days investigating the primary and secondary zones of the airport for potential wildlife attractants and issues, recording the locations and numbers of wildlife and wildlife sign, and conducting the first round of surveys consisting of three full avian surveys (morning, midday, and evening) as recommended by FAA guidance (Figure 2).

Once the full year of field surveys is complete, JE Fuller expects to take no more than 60-90 days to compile and review all data and write the WHA report. Therefore, from notice to proceed to report delivery, JE Fuller expects the entire WHA process to take no more than 15 months (Figure 2). To maximize schedule efficiency, while the WHA is under review with the FAA, JE Fuller will evaluate the existing WHMP and recommend changes or updates, as necessary. We are committed to promptness, effectiveness, and efficiency and will work with the Airport and FAA to streamline efforts and possibly overlap the field survey, report writing, and submittal schedules thereby reducing the overall timeline as feasible.

Operating within Agreed Schedule & Budget

Adherence to project schedule and budget, and work quality are hallmarks of a successful project. Jean Marie will ensure that these requirements are met. The project schedule becomes the roadmap for the entire team, an effective communication tool, ensuring that each team member knows what he/she must do to maintain the overall project schedule. Jean Marie will monitor the schedule and budget and make frequent contact with PGMAA and the Airport Manager to identify and resolve questions and issues early and ensure good team communication. Regular meetings and communication between JE Fuller and PMGAA and the Airport Manager will be critical to incorporate input and direction into the project in a real-time manner.

Ms. Rieck has only needed to obtain one change order for a WHA study in San Diego, California. Under that contract, the airport wildlife biologist anticipated that she could spend time analyzing the data and writing the WHA report under the direction of Ms. Rieck; however, her schedule became overwhelming and she asked Ms. Rieck to perform all the data analyses and report writing so that the WHA could be submitted to the FAA in a timely manner. Other than this situation, Ms. Rieck has been able to stay within budget on all other WHA...
Potential Challenges and Solutions

Through her recent experience with similar WHA projects, Ms. Rieck has regularly been challenged to find solutions for potential issues or problems. Examples of problems include gaining access to desired survey points, loss of access to survey points during a WHA study, weather (heavy rain or snow) interference, land development inconsistent with safe aviation operations, and FAA review times. Below are specific examples of how Ms. Rieck responded to potential issues:

- While conducting a WHA in Carson City, Nevada, the Airport Manager alerted Ms. Rieck to a new proposed development with retention/recreation ponds just off the end of the primary airport runway. Because this development could introduce new and significant wildlife hazards (primarily by attracting waterfowl), Ms. Rieck developed maps and conducted preliminary data analyses half-way through the WHA year-long study showing how the ponds could promote hazardous wildlife movement over the airfield. The Airport Manager presented these maps and analyses to the City Council, and as a result, the developer agreed to remove the proposed ponds from their plans near the end of the runway.
- At times, the FAA may have a backlog of reviews and other tasks making response times longer than usual. This was true for one of Ms. Rieck’s recent WHA reports. She followed up continuously and politely with the FAA safety inspector until approval was received by the airport. Especially now, given the current situation with COVID-19, we assume that the FAA may have longer than normal review times, but we will still adhere to the schedule to the best of our abilities.
- Sometimes, landowner access permission to desired survey points can be difficult to obtain.
  - While conducting a WHA in the City of San Diego, California, Ms. Rieck had to write a formal letter to a military entity to gain access to a desired survey point on a military-owned golf course.
  - While conducting a WHA near Minden, Nevada, a private parcel of land changed owners and Ms. Rieck was no longer able to access a survey point near agricultural fields. Ms. Rieck contacted the new owner and arranged for a short-term access solution to ensure that data collection was continuous through the end of the year-long study at that survey point.

While we hope that these types of issues do not occur at PMGA during the upcoming WHA study, issues or problems that are out of our control may arise. However, we are prepared for and committed to ensuring that suitable solutions are found for all parties involved. As mentioned before, JE Fuller’s Project Manager and trained facilitators have more than 15 years of experience in conducting mediation and coordination meetings between federal, state, and private entities, as well as tribal communities. Mediation and facilitation services assist our clients in identifying and working with key stakeholders, resolving controversial environmental disputes, and designing processes for meeting project goals and objectives.

Quality Control Procedures

The JE Fuller team takes pride in complete, quality work submittals to all of our clients. To avoid issues with deliverables, all work products will be reviewed by one or more of our Senior Technical Advisors or another qualified reviewer prior to a submittal. Our firm has adopted a formal set of quality control procedures, and quality control is an important element of our culture and has partly led to our outstanding reputation.
Offeror hereby agrees to provide all services, excluding the Add Alternate option, under this RFP in accordance with all applicable Federal rules, regulations, and Advisory Circulars including, but not limited to AC 150/5200-36B and AC 150/5200-38, or the most current versions thereof, for the total price stated below.

$ 63,890.00

Exceptions: This fee includes the labor and costs associated with completion of at least the minimum requirements listed in FAA Advisory Circular 150/5200-38 for a Wildlife Hazard Assessment and any additional tasks expressly stated in the technical proposal. It also includes an review and update of the existing Wildlife Hazard Management Plan.
Attachment F
Proposed Price for Add Alternate

Offeror hereby agrees to provide specific data on the vegetation within the Airport Operations Area (AOA) which includes the identification and maintenance of such vegetation, to prevent further wildlife activity in accordance with all of the most current applicable Advisory Circulars for the total price stated below.

PMGAA is under no obligation to purchase the Add Alternate.

$ 3,600.00

Exceptions: This task is inclusive of a vegetation survey on airport property. Major vegetation communities will be noted and recorded. GIS data will be uploaded into ArcGIS Pro and shapefiles/maps will be produced to show the various vegetation communities. This does not include any surveys outside of the airport property.
Attachment B
Authorization for Release of Performance Information and Waiver

The purpose of this disclosure is to provide references to PMGAA. Offeror hereby consents that as an Offeror to PMGAA’s Solicitation 2021-001-RFP, Wildlife Hazard Assessment, for Phoenix-Mesa Gateway Airport, Offeror authorizes those companies and government entities listed in Offeror’s RFP submittal and any other government entity for whom this company has performed Wildlife Hazard Assessments to disclose and release to PMGAA, or their representatives, information, records and opinions concerning this company’s past performance.

JE Fuller / Hydrology & Geomorphology, Inc. (Offeror) hereby waives any claim it may have against PMGAA or any company or entity providing information to PMGAA by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one (1) year.

This consent or copy of this authorization shall be as valid and effective as the original.

Signature of Offeror

July 30, 2020

Date
OFFER TO PHOENIX-MESA GATEWAY AIRPORT AUTHORITY:

The Offeror hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal, the sample Standard Form Professional Services Agreement, and any written exceptions in the proposal as defined in Attachments E and F – Proposed Price and Proposed Price for Add Alternate.

Company Name:  JE Fuller / Hydrology & Geomorphology, Inc.

Federal Tax Identification Number:  86-0785301

Sales Tax Identification Number:  N/A

Jean Marie L. Rieck
Printed Name

Signature  July 30, 2020
Date

Qualified Airport Wildlife Biologist / Vice President
Title

For clarification of this offer, contact:

Name:  Jean Marie L. Rieck

Title:  Qualified Airport Wildlife Biologist / Vice President

Telephone:  928-214-0887

Email:  jeanmarie@jefuller.com
Attachment D
Insurance Requirements and Certificate of Insurability

During the term of this Contract, Offeror shall maintain in full force at its own expense, each insurance noted below normally associated with the goods and materials and/or services covered by this Contract:

**GENERAL LIABILITY**  ☒ Required by PMGAA  ☐ Not required by PMGAA

General liability insurance with limits no less than $1,000,000 per occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. Any supplementary payments, including defense costs, shall be in addition to the policy limits. It shall provide that the Phoenix-Mesa Gateway Airport Authority, its agents, officials, officers and employees are Additional Insureds but only with respect to the Offeror's services to be provided under this Contract.

**AUTOMOBILE LIABILITY**  ☒ Required by PMGAA  ☐ Not required by PMGAA

Automobile liability insurance with a combined single limit, or the equivalent, of not less than $200,000, $500,000, $1,000,000, or $5,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. Proof of coverage may be required. All vehicles used by Offeror on PMGAA property shall carry appropriate proof of insurance.

**PROFESSIONAL LIABILITY**  ☒ Required by PMGAA  ☐ Not required by PMGAA

Professional liability insurance with a combined single limit, or the equivalent, of not less than $200,000, $500,000, $1,000,000, or $5,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. Only a certificate is required.

**WORKERS' COMPENSATION.**

The Offeror shall maintain Workers' Compensation insurance with statutory limits as required by the State of Arizona and Employer's Liability insurance in the amount of One Million Dollars ($1,000,000). The policy shall contain a waiver of subrogation in favor of PMGAA.

**POLLUTION LEGAL LIABILITY**  ☐ Required by PMGAA  ☒ Not required by PMGAA

Pollution Legal Liability insurance with a combined single limit, or the equivalent, of not less than $200,000, $500,000, $1,000,000, or $2,000,000 for each event. A certificate is required.

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS.**

Check one or both if insurance is required:  ☒ Certificate Required  ☐ Endorsement Required

As evidence of the insurance coverages required by this Contract, the Offeror shall furnish acceptable insurance certificates and endorsements to PMGAA prior to commencement of any work under this Contract. For work performed under this Contract, the insuring company's certificates and endorsements shall be endorsed to include the following additional insured language: “The Phoenix-Mesa Gateway Airport Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Offeror.” If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to PMGAA. The Offeror shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**NOTICE OF CANCELLATION OR CHANGE.**

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days’ written notice from the Offeror or its insurer(s) to PMGAA.
Offeror hereby certifies that as an Offeror to PMGAA’s Solicitation 2021-001-RFP for a Wildlife Hazard Assessment for Phoenix-Mesa Gateway Airport, Offeror is fully aware of Insurance Requirements as specified in this Attachment D as well as those contained in the sample Standard Form Professional Services Agreement (Exhibit 2) and by the submission of this RFP submittal, Offeror hereby assures PMGAA that Offeror is able to produce the insurance coverage required should Offeror be selected to be awarded the Professional Services Agreement.

Should Offeror be awarded the Professional Services Agreement by PMGAA, and then become unable to produce the insurance coverage specified within ten working days, Offeror is fully aware and understand that PMGAA may not consider Offeror for this and future projects.

Signature of Offeror

July 30, 2020
Date
As an Offeror to PMGAA’s Solicitation 2021-001-RFP, Wildlife Hazard Assessment, Offeror hereby certifies that Offeror has reviewed the PMGAA sample Standard Form Professional Services Agreement (Exhibit 2) and Section Three, Standard Terms and Conditions to be attached to the Standard Form Professional Services Agreement and have listed any objections to them below. The response shall clearly identify if the attached sample Standard Form Professional Services Agreement is acceptable in all respects. If the Agreement is not acceptable, the response shall identify the unacceptable clauses and shall provide suggested alternate language. General or vague statements or invitations to discuss further are not adequate answers.

Offeror is aware any objections to the sample Standard Form Professional Services Agreement (or to Section Three, Standard Terms and Conditions) will be considered and included in PMGAA’s evaluation of my firm’s qualifications. Offeror is also aware, if Offeror fails to list any objections to PMGAA’s sample Standard Form Professional Services Agreement, including the Standard Terms and Conditions, Offeror will not be allowed to raise any objections later if selected as the most qualified Offeror.

__________________
Signature of Offeror

July 30, 2020

Date

Specific Objections:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
JEAN MARIE RIECK, M.S., QUALIFIED AIRPORT WILDLIFE BIOLOGIST
NEPA Specialist / Biologist / Environmental Planner

Jean Marie Rieck is a Qualified Airport Wildlife Biologist, National Environmental Policy Act (NEPA) Specialist, and Environmental Planner with JE Fuller / Hydrology & Geomorphology, Inc. She has managed or participated in dozens of projects throughout Arizona, California, Nevada, New Mexico, Wyoming, Utah, and Hawaii. Ms. Rieck helps clients and agencies navigate the regulatory compliance processes of NEPA, Clean Water Act (CWA), Endangered Species Act (ESA), Federal Aviation Administration (FAA) wildlife biology, and various other environmental laws and regulations. Her experience includes:

- Collaboration and consultation with agencies and clients such as the FAA, U.S. Army Corps of Engineers (USACE), Federal Emergency Management Agency (FEMA), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Reclamation (BOR), U.S. Fish and Wildlife Service (USFWS), U.S. Forest Service, numerous state, county, municipal, and private clients
- Preparation of and contribution to numerous NEPA documents (Environmental Impact Statements, Environmental Assessments, and Categorical Exclusions)
- Preparation of ESA compliance documents including Biological Assessments (BAs) for consultation with USFWS and CLOM-R BAs
- Preparation of Biological Evaluations, Wildlife and Botanical Specialist Reports, Monitoring and Mitigation Plans, Vegetation Inventory Reports, Plans of Development, and Plans of Operation
- Preparation of CWA compliance documentation including Storm Water Pollution Prevention Plans, Jurisdictional Determinations (Preliminary [PJD] and Approved [AJD])
- As an FAA Qualified Airport Wildlife Hazard Biologist (QAWB), assess wildlife hazards, provide mitigation measures and recommendations, and write FAA-approved Wildlife Hazard Site Visits, Wildlife Hazard Assessments (WHAs) and Wildlife Hazard Management Plans (WHMPs)
- Protocol-level surveys for federally-listed threatened and endangered (T&E) species including Mexican spotted owl, yellow-billed cuckoo, southwestern willow flycatcher, and Chiricahua leopard frog
- Biological surveys/monitoring, pre-construction surveys, migratory bird nest searches, avian point-count surveys, mammal trapping, spotlight surveys, passive wildlife relocations, and vegetation inventories
- As a Certified Environmental Inspector (CEI), prepare Phase I Environmental Site Assessments (ESAs) consistent with American Society for Testing and Materials guidelines

Professional Certifications and Trainings
USFWS Permit #TE80964B-1 for MSO, SWFL, YBCU, and CHLF (Expires 03/07/2021)
FAA Qualified Airport Wildlife Hazard Biologist (2016; no expiration)
http://wildlifecenter.pr.erau.edu/biologists.html
Certified Environmental Inspector (CEI) #JMR022015
Navajo Nation Biological Investigation Permit #1118 (Expires 12/31/2019)
NEPA and ESA Compliance Training (February 2014)
Wetland Delineation and CWA Certification (Spring 2015)

Professional Experience
NEPA Specialist / Senior Wildlife Biologist / Environmental Planner –
JE Fuller / Hydrology & Geomorphology, Inc
Natural Resources Division Director – EnviroSystems Management, Inc.
Biologist / Environmental Planner – EnviroSystems Management, Inc.
Biological Consultant – SJM Biological Consulting, Inc.
Graduate Teaching Assistant – Northern Arizona University
Graduate Student Researcher – Northern Arizona University
Field Biologist – EnviroSystems Management, Inc.

August 2019 – Present
May 2018 – August 2019
May 2013 – May 2018
October 2012 – August 2013
September 2010 – May 2013
May 2011 – May 2013
May 2012 – September 2012
Resume for Jean Marie Rieck, M.S., CEI, QAWB
JE Fuller / Hydrology & Geomorphology, Inc.

**Education**
M.S., Biology (Emphasis: small mammal ecology), Northern Arizona University, Flagstaff, AZ | 2013
B.S., Psychology (Minor: biology), Northern Arizona University, Flagstaff, AZ | 2009

**Recent Representative Projects**
Some of the projects that Ms. Rieck has managed or was a key participant in the last five years are summarized below. More information can be obtained by contacting JE Fuller at (928) 214-0887.

**Airport Wildlife Hazard Assessments**
- Montgomery-Gibbs Executive Airport WHA and WHMP, City of San Diego, CA (2018).
- Brown Field Municipal Airport WHA and WHMP, San Diego, CA (2017-2018).
- Carson City Airport WHA and WHMP, NV Department of Transportation (2015-2017).
- St. George Regional Airport WHA and WHMP, UT (2014-2016).

**NEPA**
- Skutumpah Terrace and Paria Watershed Improvement Project EAs, BLM, UT (2018).

**Biological and Endangered Species Act Compliance**
- ESA compliance for Conditional Letter of Map Revisions for various sites in Maricopa County, AZ (2019).
- Narrow-headed gartersnake monitoring for APS SE-14 Oak Creek Canyon Pole Replacements, AZ (2019).
- Cable One BA for Show Low to Payson Fiber Optic Cable, USFS, AZ (2016-2019).
- BA and Biological Surveys for Rebuild of APS SE-14 Oak Creek Canyon Line, AZ (2015-2018).

**Clean Water Act**
- Preliminary Jurisdictional Determination (PJD) for Sunset Drive Improvements, Sedona, AZ (2020).
- PJD for Core High School new construction in Marana, AZ (2019).
- Riverbend Placer Mine PJD, near Wilhoit, Arizona, Pine Creek Mining (2016).
TIM WEBER, M.S.
Senior Avian Biologist

Tim earned a master’s degree in Wildlife Management from Humboldt State University and has spent the last twenty years working as a biologist with the government, private industry, and non-profit organizations. Since moving to Arizona in 2004, Tim has had the opportunity to bird extensively in the southwest for work and pleasure. As a biologist for the Bird Conservancy of the Rockies, Tim has surveyed for and recorded thousands of birds on the Coconino, Tonto, and Coronado National Forests. Each spring, he visits the Sky Islands (the mecca for spring migration in the western U.S.), and for the last six years, he has been organizing birding trips with his friends to Texas, Florida, and Costa Rica.

After a decade of studying the fauna and flora of Arizona, Tim went forward with his dream of establishing a domestic birdwatching tour company. In 2016, Tim received a Forest Service outfitters and guiding permit from the Red Rock Ranger District in Sedona and has been working full time to introduce birders to the incredible diversity that Arizona has to offer.

Special Skills and Trainings
- U.S. bird identification by sight and sound
- Trapping, handling, and tagging small mammals
- Extensive experience with GIS and GPS. Extensive backcountry hiking and camping experience
- 4X4 Truck operation. Experienced ATV operator
- Vegetation identification and habitat delineation
- Proficient in MS Office Suite and statistical packages Excel, SAS and NCSS.
- Raptor trapping, net extraction, and banding; Four field seasons with HawkWatch International including the handling of over 1000 raptors
- Proficient in Spanish

Professional Experience

Senior Avian Biologist – JE Fuller/Hydrology & Geomorphology, Inc. 2020 – Present
Owner / Operator Birding Northern Arizona, LLC. 2016 – Present
Field Biologist – Flagstaff Ranger District of Coconino National Forest 2015
Wildlife Biologist – Robert A. Booher Consulting 2014
Wildlife Biologist – SWCA Environmental consultants 2011
Biological Science Technician (GS-5) – Rocky Mountain Research Station 2006 – 2007

Education
M. S. Wildlife Management, College of Natural Resources, Humboldt State University, Arcata, CA. | 2006
B.A., Biology, Middlebury College, Middlebury, VT. | 1991
Representative Professional Experience:

Research Projects

- Master’s thesis project, Humboldt State University, Arcata CA (2006)
  Northern goshawk (*Accipiter gentilis*) nesting habitat in northwestern California. An examination of three spatial scales: the nest area, the post-fledging area, and the home range
  - Incorporated historical nest sites, local knowledge, and GIS habitat analysis to create maps, models, and survey grids to optimize search efforts for goshawks on different land use types in northern California
  - Geographic Information Systems (GIS) was used to collect, analyze, display, and model landscape scale vegetation and topographical data at goshawk nest sites and paired random plots within the survey area.

Avian Surveys / Recreational Birding

Birding Northern Arizona, LLC. Tim is the sole Owner, operator and guide, leading customized birdwatching and nature tours in Sedona, Flagstaff, and the Verde Valley; permitted by the Red Rock and Flagstaff Ranger Districts of the Coconino National Forest.

Wildlife / Field Biology

- Vegetation surveys on the U.S. / Mexico border
- Narrow-headed Gartersnake (*Thamnophis rufipunctatus*) monitoring in Oak Creek Canyon, AZ
- Pre-Construction avian surveys for potential wind farms
- Performed bat occupancy surveys using the Pettersson D500x ultrasound bat detector and recorder.
- Performed surveys for endangered species at proposed construction sites. Prepared concise reports detailing vegetation, habitat, avian species composition, and presence/absence of endangered species.
- Mexican Spotted Owl surveys according to protocol. Follow-ups included “mousing” to determine reproductive success.
- Northern Goshawk surveys according to protocol utilizing GPS, paper maps, and wildlife callers.
- Seismic project involved biological monitoring for endangered species while cooperating with land surveyors and heavy equipment operators.
  - Use of detailed maps, GPS, and biological knowledge to plan the most efficient route for heavy equipment while protecting federally listed endangered species in central California.
- Performed passerine and raptor surveys, identifying species by sight and sound, for pre-construction surveys at potential wind farm sites
  - Drove heavy duty 4x4 trucks with trailers carrying All-Terrain Vehicles (ATVs)
  - Safely logged hundreds of miles navigating ATVs on steep and technical terrain
- Participated in two field seasons on the Kaibab Plateau in northern AZ as researcher in a long-term study of Northern Goshawks (*Accipiter Gentilis*) that provided data to support the Southwest Forest’s Regional Management Plan
  - Captured and banded adult goshawks using portable dho-gazas and a live Great-horned Owl lure
  - Searched for goshawk nests using broadcast acoustical surveys and foot searches
  - Rigged trees for climbing; climbed trees using ascenders; captured nestlings for processing, including morphological measurements, blood samples, and banding
  - Monitored active nests to determine number of young, nestling age, fledging dates, and reproductive success
Scott Ogden is a Project Manager /Senior Engineer at JE Fuller/ Hydrology & Geomorphology, Inc. He has served as a project principal, project manager, and project engineer for studies and projects throughout Nevada and Arizona. His experience includes the following:

- Area Drainage Master Plans and Studies
- Hydrologic and Hydraulic Modeling
- Construction Document Preparation and Review
- Drainage Design
- Flood Insurance and Floodplain Delineation Studies
- Land Development Drainage and Improvement Plans
- Two-Dimensional Modeling
- Hazard Mitigation Planning
- Environmental Section 404 / NPDES Permitting
- Sediment Engineering / Scour Analysis / Fluvial Geomorphology/River Engineering
- Bridge Scour Studies
- Dam Safety and Detention Basin Design
- Utilities Relocation, Water Distribution & Wastewater Collection Systems Design
- Technology Transfer

Mr. Ogden has extensive experience using HEC-1, HEC-HMS, HEC-2, HEC-RAS, FLO-2D, HAZUS, TR-20, TR-55, HY-8, KYPIPE, StormCAD, Flowmaster, AutoCAD, MicroStation, and ArcGIS computer software.

Professional Registration
Professional Engineer (Civil), Arizona # 28857
Certified Floodplain Manager, US-06-02258

Education
B.S., Agricultural Engineering, Colorado State University, Fort Collins, Colorado, 1986

Professional Experience
Project Manager/Senior Engineer
JE Fuller/ Hydrology & Geomorphology, Inc. 2000 - Present
Division Manager/Project Manager
Sr. Civil Engineer
Flood Control District of Maricopa County 1998 –1998
Project Manager/Engineer
Stantec-George V. Sabol Consulting, 1994 –1998
Project Engineer
Clouse Engineering 1986 - 1994

Professional Memberships
Arizona Floodplain Management Association
Association of State Floodplain Managers
American Society of Civil Engineers (National and Arizona)
Arizona Consulting Engineers Association
Recent Representative Projects:

**Area Drainage Master Plans and Studies**
- Pinnacle Peak West Area Drainage Master Study, Maricopa County, AZ
- Sun Valley Area Drainage Master Plan, Maricopa County, AZ
- Adobe Dam / Desert Hills Area Drainage Master Plan; Cave Creek, Maricopa County, Phoenix, AZ
- Desert Drive Area Study; Pinal and Maricopa County, AZ
- Drainage Impact Fee Analysis for Desert View, Estrella-Laveen-Ahwatukee, and North Gateway Areas; Phoenix, AZ
- Fountain Hills Area Drainage Master Plan; Fountain Hills, AZ
- Glendale/Peoria ADMP Update; Glendale, Peoria, and Phoenix, AZ
- North Peoria Area Drainage Master Plan; Peoria, AZ

**Two-Dimensional Modeling**
- Adobe Dam / Desert Hills Area Drainage Master Plan; Cave Creek, Maricopa County, Phoenix, AZ
- Las Ventanas – Vulture Wash Analysis; Cave Creek, AZ
- Moon Valley Corporate Center Two-Dimensional Modeling; Phoenix, AZ
- Powerline, Vineyard, and Rittenhouse Flood Retarding Structures 2D Floodpool Inundation Analysis; Apache Junction, AZ
- Powerline, Vineyard and Rittenhouse FRS Rehab Study - 2D Downstream Inundation Analysis for With and With-Out Dam Scenarios; Apache Junction, AZ
- Scottish Rite Property Hydraulic Analysis; Phoenix, AZ

**Hydrologic & Hydraulic Modeling**
- Lower Magma Channel Evaluation & Rehabilitation Design, Pinal County, AZ
- Weekes Wash LOMR, Apache Junction, AZ
- Powerline, Vineyard and Rittenhouse FRS Rehabilitation Study, Pinal County, AZ
- Tuthill Dike Wash LOMR, Buckeye, AZ
- White Mountain Apache Tribe Rural Water System Environmental Impact Study, Whiteriver, AZ
- Schultz Post-Fire EWP FLO-2D Impact Analysis, Coconino County, AZ
- Oak Creek Canyon Post Slide Fire Flood and Debris Flow Risk Assessment, Sedona, AZ
- Butler Canyon Wash Post Wallow Fire Flood Mitigation, Greer, Arizona
- Goldmine Village LOMR, Wickenburg, AZ
- Moon Valley Corporate Center FLO-2D Modeling and LOMR, Phoenix, AZ
- Statewide Probable Maximum Precipitation Study, Arizona

**Drainage Design Projects**
- Phoenix-Mesa Gateway Airport Authority (PMGAA) Ellsworth Channel Relocation Final Design project, Mesa, AZ
- Goldmine Village Grading and Drainage Plan; Wickenburg, AZ
- Stagecoach Village Erosion Protection Design; Cave Creek, AZ
- Magma Flood Retarding Structure Rehabilitation – Auxiliary Spillway Erosion Protection; Pinal County, AZ
- Lower Magma Channel Project, Pinal County, AZ
- Tuthill Dike Wash Erosion Protection Design; Buckeye, AZ
- Coffee Pot Drainage Design, Sedona, AZ
- CAP Dike No. 2 Rehabilitation Design, Maricopa County, AZ
Board Action Item

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: CIP 1028, Boarding Ramp Replacement
Date: October 20, 2020

Proposed Motion
To authorize the purchase of two ADA Passenger Boarding Ramps from Timberline GSE in an amount not to exceed $130,168.00.

Narrative
This purchase will replace two aged ramps, 236 and 237, acquired in 2007. The Ramps will be purchased to meet the requirements of FAA Advisory Circular 150/5220-21C and the specifications per Attachment C of PMGAA’s Request for Proposals (2021-012-RFP).

Request for Proposal No. 2021-012-RFP for Passenger Boarding Ramps was issued on August 19, 2020 and advertised in the Arizona Business Gazette on August 20, 27, September 3, 10. The notice was also posted on the Airport’s website. In addition, the RFP notice was emailed to the only two vendors that met FAA specifications: Keith Consolidated Industries, Inc. (KCI) and Timberline GSE.

PMGAA staff received one proposal, from KCI. Following PMGAA’s Procurement Policy 19-27 when only one submittal is received, PMGAA staff confirmed that the specifications contained in the RFP were not overly restrictive and performed a price analysis to ensure the pricing received was in line with the equipment requested. Through the price analysis, it was determined that the price submitted from KCI was significantly higher than PMGAA would receive if requesting a quote directly on the open market, $15,734.00 higher. Due to the substantial price difference, PMGAA staff are recommending to award the purchase of two (2) ADA Passenger Boarding Ramps to Timberline GSE utilizing the direct quote method.

Fiscal Impact
This purchase was included in the FY21 capital budget and is funded with CIP 1028.

Attachment(s)
Quote
RESOLUTION NO. 20-40

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

WHEREAS the Authority desires to authorize the purchase of two ADA Passenger Boarding Ramps from Timberline GSE in an amount not to exceed $130,168.00;

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

The Board of Directors of the Authority hereby authorizes the purchase of two ADA Passenger Boarding Ramps from Timberline GSE in an amount not to exceed $130,168.00. This resolution also authorizes the Chair or Executive Director/CEO to take such further actions approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of October, 2020.

Gail Barney, Chair

ATTEST:  APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board  Jill Casson Owen, Attorney
## Attachment D
### Price Proposal

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
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<tbody>
<tr>
<td>Two (2) New ADA Passenger Boarding Ramps, To Meet Minimum Specifications per Attachment C</td>
<td>$118,000.00</td>
</tr>
<tr>
<td>Manuals on Maintenance, Operations, and Parts – 2 Sets (Hard Copy &amp; Digital)</td>
<td>Included</td>
</tr>
<tr>
<td>Sales Tax, 8.3% (2 ADA Passenger Boarding Ramps)</td>
<td>$8,968.00</td>
</tr>
<tr>
<td>PMGAA is NOT tax exempt. If Offeror does not collect sales tax on behalf of the State of Arizona when invoicing, Offeror should still include tax at a rate of 7.6% for Use Tax.</td>
<td>Included</td>
</tr>
<tr>
<td>Warranty, To Meet Minimum Specifications Per Attachment C (2 ADA Passenger Boarding Ramps)</td>
<td>Included</td>
</tr>
<tr>
<td>On-Site Setup and Training</td>
<td>Included</td>
</tr>
<tr>
<td>Shipping (2 ADA Passenger Boarding Ramps)</td>
<td>$32,00.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$130,168.00</strong></td>
</tr>
</tbody>
</table>

**Offeror’s Payment Terms:**
- **Equipment:** 30 day net
- **Parts:** 30 day net

**Discounts:**
- **Prompt Payment:** The price(s) quoted above can be discounted by 0% if payment is made within 10 days.
- **Parts:** PMGAA price for purchasing parts direct from the Offeror shall be discounted by 0% of the current list price for parts published by Offeror.

**Exceptions / Clarifications of Offeror:**

---

**Delivery Time Estimate:**
8-10 week

**Proposal Certification**
By Offeror’s signature, Offeror certifies that Offeror is authorized to bind this firm/individual to provide the equipment and/or services accepted herein, in compliance with the specifications and other terms and conditions in this Request for Proposals at the price provided on this Price Page.

Wren Gardner  
Signature  
Date  

Solicitation 2021-012-RFP  24
Board Action Item

Re: Resolution 20-41

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM, Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Daily Lot Asphalt Rehabilitation – CIP 1088 – Ace Asphalt
Date: October 20, 2020

Proposed Motion
To authorize paving services with Ace Asphalt of Arizona, Inc. for Asphalt Rehabilitation Services for the Daily Parking Lot Asphalt Rehabilitation Project CIP 1088 in an amount not to exceed $168,606.

Narrative
Due to the deteriorating condition of the pavement in the Airport Daily Parking Lot, the Landside Pavement Management Plan and Phoenix-Mesa Gateway Airport staff recommend a rehabilitation project that would include, but would not be limited to milling removal of existing deteriorated asphalt, bollard removal, parking block removal and reinstall, new asphalt and new striping. An additional five (5) parking spaces are generated as part of this rehabilitation work.

PMGAA and Ace Asphalt are both participants of the Mohave Educational Service Cooperative (MESC) Purchasing Group. Under MESC, Ace Asphalt was awarded the Paving Contract #19P-ACE-0318, and it is through this competitive selection that PMGAA will utilize Ace Asphalt for paving services. This contract is available upon request.

A quote was obtained utilizing the MESC pricing as noted below:

Ace Asphalt of Arizona, Inc. $168,605.61

Fiscal Impact
This project is included in the FY21 capital budget under CIP 1088 using Non-grant funding.

Attachment(s)
Proposal
RESOLUTION NO. 20-41

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

WHEREAS the Authority desires to authorize paving services with Ace Asphalt of Arizona, Inc. for Asphalt Rehabilitation Services for the Daily Parking Lot Asphalt Rehabilitation Project CIP 1088 in an amount not to exceed $168,606;

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

The Board of Directors of the Authority hereby authorizes paving services with Ace Asphalt of Arizona, Inc. for Asphalt Rehabilitation Services for the Daily Parking Lot Asphalt Rehabilitation Project CIP 1088 in an amount not to exceed $168,606. This resolution also authorizes the Chair or Executive Director/CEO to take such additional actions as necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of October, 2020.

Gail Barney, Chair

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
<table>
<thead>
<tr>
<th>SERVICE CATEGORY</th>
<th>WORK ITEM</th>
<th>NOTES</th>
<th>UNITS</th>
<th>QTY</th>
<th>PRICE</th>
<th>MOHAVE ZONE</th>
<th>EXTENDED</th>
<th>VERIFIED?</th>
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<tbody>
<tr>
<td>BASE BID</td>
<td>(RED AREA ON MAP)</td>
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<tr>
<td>ROADWAY_TRAFFIC_CONTROL_AND_BARRICADES</td>
<td>Barricade Mobilization Charge</td>
<td></td>
<td>PER</td>
<td>2</td>
<td>$66.165</td>
<td>1.000</td>
<td>$132.33</td>
<td>Yes!</td>
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<tr>
<td>ROADWAY_TRAFFIC_CONTROL_AND_BARRICADES</td>
<td>Barricade De-Mobilization Charge</td>
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<td>$66.165</td>
<td>1.000</td>
<td>$132.33</td>
<td>Yes!</td>
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<tr>
<td>ROADWAY_TRAFFIC_CONTROL_AND_BARRICADES</td>
<td>Warning Light - Type C (each, per day)</td>
<td></td>
<td>PER</td>
<td>2100</td>
<td>$0.175</td>
<td>1.000</td>
<td>$321.18</td>
<td>Yes!</td>
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<tr>
<td>ROADWAY_TRAFFIC_CONTROL_AND_BARRICADES</td>
<td>Type 1 &amp; 2 Barricades</td>
<td>signs by owner, 9 for 21 days</td>
<td>PER</td>
<td>189</td>
<td>$0.200</td>
<td>1.000</td>
<td>$37.80</td>
<td>Yes!</td>
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<tr>
<td>ROADWAY_TRAFFIC_CONTROL_AND_BARRICADES</td>
<td>Flagger</td>
<td>2 ea, 4 days</td>
<td>PER</td>
<td>80</td>
<td>$46.976</td>
<td>1.000</td>
<td>$3,756.12</td>
<td>Yes!</td>
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<tr>
<td>ASPHALT_SAWCUTTING</td>
<td>Mobilization Charge</td>
<td></td>
<td>PER</td>
<td>1</td>
<td>$48.988</td>
<td>1.000</td>
<td>$48.99</td>
<td>Yes!</td>
</tr>
<tr>
<td>ASPHALT_SAWCUTTING</td>
<td>Charge per linear foot times thickness in inches</td>
<td>300 x 5&quot;</td>
<td>PER</td>
<td>1500</td>
<td>$0.292</td>
<td>1.000</td>
<td>$438.00</td>
<td>Yes!</td>
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<tr>
<td>DEMO HAUL ASPHALT DIRT ETC</td>
<td>Mobilization Charge</td>
<td></td>
<td>PER</td>
<td>1</td>
<td>$255.821</td>
<td>1.000</td>
<td>$255.82</td>
<td>Yes!</td>
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<tr>
<td>DEMO HAUL ASPHALT DIRT ETC</td>
<td>Charge per cubic yard of material</td>
<td></td>
<td>PER</td>
<td>16</td>
<td>$37.974</td>
<td>1.000</td>
<td>$607.58</td>
<td>Yes!</td>
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<tr>
<td>GRADE AND PLACE ABC</td>
<td>Mobilization Charge</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRADE AND PLACE ABC</td>
<td>Charge per square foot times thickness in inches of ABC</td>
<td>336 SF @ 8&quot;</td>
<td>PER</td>
<td>2688</td>
<td>$0.122</td>
<td>1.000</td>
<td>$327.94</td>
<td>Yes!</td>
</tr>
<tr>
<td>ASPHALT_REMOVE_REPLACE</td>
<td>Mobilization Charge</td>
<td></td>
<td>PER</td>
<td>1</td>
<td>$528.000</td>
<td>1.000</td>
<td>$528.00</td>
<td>Yes!</td>
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<tr>
<td>ASPHALT_REMOVE_REPLACE</td>
<td>Charge per square foot 4 inch depth(2 lifts)</td>
<td></td>
<td>PER</td>
<td>326</td>
<td>$3.932</td>
<td>1.000</td>
<td>$1,281.83</td>
<td>Yes!</td>
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<tr>
<td>OTHER RATES</td>
<td>Labor and equipment rate, $ per man hour</td>
<td></td>
<td>PER</td>
<td>16</td>
<td>$96.600</td>
<td>1.000</td>
<td>$1,545.60</td>
<td>Yes!</td>
</tr>
<tr>
<td>ASPHALT_MILLING_6_FEET_WIDE</td>
<td>Mobilization Charge</td>
<td></td>
<td>PER</td>
<td>2</td>
<td>$2,982.000</td>
<td>1.000</td>
<td>$5,964.00</td>
<td>Yes!</td>
</tr>
<tr>
<td>ASPHALT_MILLING_6_FEET_WIDE</td>
<td>Charge per square foot per 1 inch in depth of milling</td>
<td></td>
<td>PER</td>
<td>85500</td>
<td>$0.333</td>
<td>1.000</td>
<td>$28,471.50</td>
<td>Yes!</td>
</tr>
<tr>
<td>TACK COAT</td>
<td>For entire basebid area</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASPHALT_CONCRETE_OVERLAY</td>
<td>Mobilization Charge</td>
<td></td>
<td>PER</td>
<td>2</td>
<td>$1,160.000</td>
<td>1.000</td>
<td>$2,320.00</td>
<td>Yes!</td>
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<tr>
<td>ASPHALT_CONCRETE_OVERLAY</td>
<td>Charge per square foot 2 inch depth (over 50,000 sq ft)</td>
<td></td>
<td>PER</td>
<td>85500</td>
<td>$1.033</td>
<td>1.000</td>
<td>$88,321.50</td>
<td>Yes!</td>
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<tr>
<td>STRIPING</td>
<td>Mobilization Charge</td>
<td></td>
<td>PER</td>
<td>2</td>
<td>$150.000</td>
<td>1.000</td>
<td>$300.00</td>
<td>Yes!</td>
</tr>
<tr>
<td>STRIPING</td>
<td>4&quot; line, charge per linear foot (new layout)</td>
<td></td>
<td>PER</td>
<td>4108</td>
<td>$0.169</td>
<td>1.000</td>
<td>$693.91</td>
<td>Yes!</td>
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<tr>
<td>STRIPING</td>
<td>4&quot; Misc. Hash - Out Striping (new layout)</td>
<td></td>
<td>PER</td>
<td>3220</td>
<td>$0.284</td>
<td>1.000</td>
<td>$914.48</td>
<td>Yes!</td>
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<tr>
<td>STRIPING</td>
<td>Handicap stencils, charge per each</td>
<td></td>
<td>PER</td>
<td>22</td>
<td>$30.429</td>
<td>1.000</td>
<td>$669.44</td>
<td>Yes!</td>
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<td>STRIPING</td>
<td>Arrows, charge per each</td>
<td></td>
<td>PER</td>
<td>20</td>
<td>$9.538</td>
<td>1.000</td>
<td>$190.76</td>
<td>Yes!</td>
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<td>STRIPING</td>
<td>4&quot; Stencils</td>
<td>Non Contract Item</td>
<td>PER</td>
<td>32</td>
<td>$11.960</td>
<td>1.000</td>
<td>$374.72</td>
<td>Yes!</td>
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<td>STRIPING</td>
<td>4&quot; Stencils</td>
<td>Non Contract Item</td>
<td>PER</td>
<td>8</td>
<td>$5.980</td>
<td>1.000</td>
<td>$47.84</td>
<td>Yes!</td>
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<td>STRIPING</td>
<td>Cure (top and face), charge per linear foot</td>
<td></td>
<td>PER</td>
<td>95</td>
<td>$4.471</td>
<td>1.000</td>
<td>$421.95</td>
<td>Yes!</td>
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<tr>
<td>CONCRETE_6_FOOT_WHEEL_STOPS</td>
<td>Mobilization Charge</td>
<td></td>
<td>PER</td>
<td>1</td>
<td>$150.000</td>
<td>1.000</td>
<td>$150.00</td>
<td>Yes!</td>
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<tr>
<td>CONCRETE_6_FOOT_WHEEL_STOPS</td>
<td>Wheel Stops to Dump Stockpile for owner's re-use</td>
<td></td>
<td>PER</td>
<td>26</td>
<td>$32.850</td>
<td>1.000</td>
<td>$848.20</td>
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<tr>
<td>STRIPING</td>
<td>Remove Existing Sign &amp; Post</td>
<td></td>
<td>PER</td>
<td>4</td>
<td>$123.421</td>
<td>1.000</td>
<td>$493.68</td>
<td>Yes!</td>
</tr>
<tr>
<td>STRIPING</td>
<td>Pre Lane Sign &amp; Post (two sided)</td>
<td></td>
<td>PER</td>
<td>4</td>
<td>$183.200</td>
<td>1.000</td>
<td>$732.80</td>
<td>Yes!</td>
</tr>
<tr>
<td>MANHOLE_ADJUSTMENTS</td>
<td>Mobilization Charge</td>
<td></td>
<td>PER</td>
<td>2</td>
<td>$249.683</td>
<td>1.000</td>
<td>$499.37</td>
<td>Yes!</td>
</tr>
<tr>
<td>MANHOLE_ADJUSTMENTS</td>
<td>Charge per each unit</td>
<td></td>
<td>PER</td>
<td>1</td>
<td>$350.000</td>
<td>1.000</td>
<td>$350.00</td>
<td>Yes!</td>
</tr>
<tr>
<td>WATER AND SEWER COVER ADJUSTMENTS</td>
<td>Charge per each unit</td>
<td></td>
<td>PER</td>
<td>4</td>
<td>$300.000</td>
<td>1.000</td>
<td>$1,200.00</td>
<td>Yes!</td>
</tr>
<tr>
<td>GATE LOOPs</td>
<td>2 ea at 2 Locations, 3 ea at 2 Locations</td>
<td>Non Contract Item</td>
<td>PER</td>
<td>10</td>
<td>$900.000</td>
<td>1.000</td>
<td>$9,000.00</td>
<td>Yes!</td>
</tr>
</tbody>
</table>
Board Action Item

To: Board of Directors
From: Veronica Lewis, Human Resources Director
Through: Chuck Odom, Chief Financial Officer/CFO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Employee Benefit Package for Calendar Year 2021
Date: October 20, 2020

Proposed Motion
Authorize Phoenix-Mesa Gateway Airport Authority’s (PMGAA’s) insurance broker, USI Insurance Services LLC, to purchase benefit plans (medical, dental, vision, basic life/accidental death & dismemberment, and short-term disability) from various carriers. This consists of a 12-month renewal January 1, 2021 through December 31, 2021 with an estimated plan cost of $1,297,226.

Narrative
PMGAA’s benefit broker, USI Insurance Services LLC, received quotes from several industry-leading insurance carriers for a 12-month renewal period. USI negotiated the best possible rate from each carrier. The market has seen an increase in medical rates and PMGAA received a larger than expected increase at 19% as a result of a large claims year. PMGAA staff is proposing that Cigna continue to be the carrier for medical benefits and offer the same two plan coverage options that are currently available.

In an effort to mitigate these costs PMGAA is recommending a Level Funding plan that Cigna offers. This is a self-funding plan that provides the administration from Cigna but allows PMGAA access to claims information in an effort to help manage the medical plan more effectively in the future and reduce costs. The premium cost is the same as the fully funded option and includes the stop loss insurance coverage. Additionally, PMGAA will not be responsible for any overage expense beyond the premium cost as this is part of the agreement in Level Funding with Cigna.

PMGAA staff proposed that Delta Dental continue to be the carrier for dental and EyeMed continue to be the carrier for vision as there were no changes in premium. It is also recommended that UNUM continue to be the carrier for basic life/accidental death & dismemberment, and short-term disability plans as there was an average 10% reduction in premium.

PMGAA has found that providing a competitive benefits package is a major employee retention and attraction tool that reduces the costs – overtime, training, workplace inefficiency – associated with high employee turnover.

Fiscal Impact
Cost of the benefits package for Calendar Year 21 is estimated to be $1,098,615 (employer’s portion) and $200,926 (employee’s portion) for a total of $1,297,226. The FY21 budget has been adjusted to reflect an increase of approximately $86,131 from FY20. The remainder will be included in FY22 budget.
Attachment(s)

Group Benefits Renewal and Marketing Analysis
RESOLUTION NO. 20-42

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

WHEREAS the Authority desires to authorize Phoenix-Mesa Gateway Airport Authority’s (PMGAA’s) insurance broker, USI Insurance Services LLC, to purchase benefit plans (medical, dental, vision, basic life/accidental death & dismemberment, and short-term disability) from various carriers. This consists of a 12-month renewal January 1, 2021 through December 31, 2021 with an estimated plan cost of $1,297,226;

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

The Board of Directors of the Authority hereby authorizes Phoenix-Mesa Gateway Airport Authority’s (PMGAA’s) insurance broker, USI Insurance Services LLC, to purchase benefit plans (medical, dental, vision, basic life/accidental death & dismemberment, and short-term disability) from various carriers. This consists of a 12-month renewal January 1, 2021 through December 31, 2021 with an estimated plan cost of $1,297,226. This resolution also authorizes the Chair or Executive Director/CEO to make such changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of October, 2020.

Gail Barney, Chair

ATTEST: 

Misty Johnson, Clerk of the Board

APPROVED AS TO FORM:

Jill Casson Owen, Attorney
Disclaimer

The information contained in this report is for general information purposes only. The information is provided by USI Insurance Services and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the report or the information, products, services, or related graphics contained in the report for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

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USI values your feedback regarding compliance with our disclosure policy. You may contact the toll-free USI Compliance Hotline (866-657-0861) at any time, and your call will be referred to applicable company management for further investigation.

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VIII Critical Illness
IX  Accident Coverage
Executive Summary
Executive Summary

January 1, 2021

USI Insurance Services is pleased to present Phoenix-Mesa Gateway Airport Authority with the renewal and marketing evaluation for the 2021 plan year. The following outlines the strategies and projections for your consideration.

In 2019, Phoenix-Mesa Gateway Airport Authority changed plan year from July to January. All policies were implemented with an 18-month rate guarantee. For the January 1, 2021 renewal period, Cigna presented a renewal reflecting a 30.7% increase in premium. This renewal was developed as a result of large claims as follows:

- Female Breast Neoplasm ($185,779) - Active
- Heart Disease ($160,185) - Active
- Atherosclerosis ($118,180) - Termed
- Joint ($84,442) - Active
- Drug Dependence ($43,041) - Active
- Bacterial Disease ($33,262) - Active

This renewal also includes the following changes to the program:

- Due to IRS requirements, the HDHP in-network deductible must be set at $2,800 individual / $5,400 family (versus the current $2,700/$5,400) Cigna is proposing the current $5,400 family deductible. The out-of-pocket maximums remain as current.

- As a result of Cigna purchasing Express Script in 2019, the pharmacy manager will be changing. This will include:
  - New ID cards
  - New mail order process
  - Refills and prior authorizations will be transfer over to Express Scripts
  - Patient Assurance Program - capping member insulin cost at $25 for 30 days supply

Diabetes Prevention Program included

Medical Renewal - Cigna

Initial renewal: 30.7% increase

Negotiated renewal: 19.9% increase

Optional plan renewal: 15% increase

Cigna quoted a second option which includes higher deductibles and other differentials. The pricing for this second option is 15% above current. Details are provided within this proposal. We are able to "mix" the options proposed to adjust the pricing.
Medical Market Evaluation
A request for proposal was submitted to the following carriers:

1. Blue Cross Blue Shield of AZ quoted benefits which improve the $500 Deductible Plan deductibles and copayments. There are other benefit differentials highlighted within. The pricing for this option is 18.7% above current. A second option was proposed which includes higher deductibles and other differentials. The pricing for this second option is 10% above current. Note: neither plan option proposed by BCBS include Mayo Clinic.

2. Banner|Aetna Health quoted matching the benefits as closely as possible. The pricing for this option is 24% above current. A second option was presented with the same benefits; however, the network of providers is solely Banner|Aetna’s Banner Network of Providers and Hospitals. This option results in pricing 6.7% above current. Note: neither plan option proposed by BCBS includes Mayo Clinic.

3. United Healthcare declined to quote due to uncompetitive pricing.

Dental Renewal - Delta Dental
Renewal: 0% increase
Delta Dental's renewal reflects no changes in benefits.

Dental Market Evaluation
A request for proposal was sent to the following carriers:
1. Guardian Life Insurance Company - matching the benefits with pricing 1% below current.
2. Lincoln Financial Company - matching benefits with pricing 24% above current.
4. Mutual of Omaha - matching benefits with pricing 11.5% above current.
5. Standard Insurance - matching benefits with pricing 10.6% above current
6. United Healthcare - closely matching benefits with pricing 13.3% above current.

Vision Renewal - EyeMed
Renewal: 0% increase
At the request of PMGAA, we requested alternative quotes from EyeMed to enhance the benefits. In response, EyeMed reviewed the utilization of the program. 1) Reduce the exam copayment to $10 (versus $20). This increased the premium 10% (or $887). 2) Increase frame and contact lenses allowance to $150. This increases the premium 12% or $995 annually.
Delta Dental provided a vision quote. The benefits did result in an increase in benefits to employees with significant increase in premium.

Life and Accidental Death & Dismemberment - UNUM
Renewal - 12% decrease
UNUM is presenting a renewal decrease as a result of customer service experience. As a note, Regional Management is involved to ensure PMGAA receives the service expected. As a result, UNUM has proposed a Service Satisfaction Guarantee which will be monitored by PMGAA and UNUM Regional Management. If PMGAA is not satisfied with the service being received UNUM will pay 1% of annual premium for each incident up to $2,500 per incident. This is capped at a maximum of two incidents per year.
Voluntary Life and Accidental Death & Dismemberment - UNUM
Renewal 0% increase

This renewal reflects no change in benefits or rating other than change in age bracket.

Short Term Disability - UNUM
Renewal 9% decrease

UNUM is presenting a renewal decrease as a result of customer service experience. As a note, Regional Management is involved to ensure PMGAA receives the service expected. As a result, UNUM has proposed a Service Satisfaction Guarantee which will be monitored by PMGAA and UNUM Regional Management. If PMGAA is not satisfied with the service being received UNUM will pay 1% of annual premium for each incident up to $2,500 per incident. This is capped at a maximum of two incidents per year.

Life and Disability Market Evaluation

A request for proposal was submitted to the following carriers:

1. Guardian Life Insurance. Quoted Life/AD&D, Voluntary Life/AD&D, STD, Accident and Critical Illness. The combined Life and Disability coverages resulted in an increase of $1,853 in annual premiums. The Critical Illness coverage must be offered with the Accident coverage.

2. Hartford Life Insurance. Quoted Life/AD&D, Voluntary Life/AD&D, and STD. The combined Life and Disability coverages resulted in an increase of $2,539 in premium. The Voluntary Life/AD&D coverages matched the current rates Critical Illness was not quoted.

3. Lincoln Financial. Quoted Life/AD&D Voluntary Life/ AD&D and STD. The combined Life and Disability coverages result in a $7,000 savings. Note, the Voluntary Life/AD&D coverage are priced at approximately 3% higher than current. Lincoln Financial is not able to quote Critical Illness coverage.

4. Mutual of Omaha. Quoted Life/AD&D Voluntary Life/ AD&D, STD and Critical Illness. The combined Life and Disability coverages result in a $1,554 savings. The Voluntary Life/AD&D coverage are priced at what is currently being offered. Mutual of Omaha offered a Critical Illness program.

5. Prudential. Quoted Life/AD&D Voluntary Life/ AD&D, STD, Critical Illness and Accident. The combined Life and Disability coverages result in a $2,296 savings. The Voluntary Life/AD&D coverage are priced higher for older employees. Prudential also offered Accident and Critical Illness program - which if selected both must be implemented.

6. The Standard. Quoted Life/AD&D Voluntary Life/ AD&D, STD, and Critical Illness. The combined Life and Disability coverages result in a $7,958 savings. The Voluntary Life/AD&D coverage are priced matching the current rates. The Standard also offered a Critical Illness program.
7. United Healthcare. Quoted Life/AD&D Voluntary Life/AD&D, STD, and Critical Illness. The combined Life and Disability coverages result in a $3,108 savings. The Voluntary Life/AD&D coverage are priced matching the current rates. UHC also proposed a Critical Illness program.

Thank you for this opportunity to present Phoenix-Mesa Gateway Airport Authority's renewal and market analysis. We value your business and look forward to another successful year.
### Phoenix-Mesa Gateway Airport Authority
### Market Review List
### January 1, 2021

<table>
<thead>
<tr>
<th>Carrier</th>
<th>Coverage Requested</th>
<th>Status</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Cross &amp; Blue Shield</td>
<td>Medical</td>
<td>Quoted</td>
<td>Competitive Options</td>
</tr>
<tr>
<td>Aetna</td>
<td>Medical</td>
<td>Quoted</td>
<td>Not Competitive</td>
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<tr>
<td>Cigna</td>
<td>Medical, Dental</td>
<td>Incumbent</td>
<td></td>
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<tr>
<td>UnitedHealthcare</td>
<td>Medical</td>
<td>Declined to Quote</td>
<td>Pricing not competitive</td>
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<tr>
<td>Delta Dental</td>
<td>Dental</td>
<td>Incumbent</td>
<td>No change in rates or benefits for upcoming plan year.</td>
</tr>
<tr>
<td>Guardian</td>
<td>Life, Disability, Dental, Critical Illness, Accident</td>
<td>Quoted</td>
<td>Did not match Life/AD&amp;D Benefits. Worksite products must be sold as a package.</td>
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<tr>
<td>The Hartford</td>
<td>Life and Disability</td>
<td>Quoted</td>
<td>Matched benefits - Executive Director Life/AD&amp;D benefit is $410,000</td>
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<tr>
<td>Lincoln Financial</td>
<td>Life, Disability and Dental</td>
<td>Quoted</td>
<td>Matched benefits - Executive Director Life/AD&amp;D benefit is $410,000</td>
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<tr>
<td>Mutual of Omaha</td>
<td>Life, Disability, Dental and Critical Illness</td>
<td>Quoted</td>
<td>Matched benefits - Executive Director Life/AD&amp;D benefit is $410,000. The Basic Life and Voluntary Life are packaged.</td>
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<tr>
<td>Prudential</td>
<td>Life, Disability, Critical Illness and Accident</td>
<td>Quoted</td>
<td>Matched benefits - Executive Director Life/AD&amp;D benefit is $410,000. Requires that both Critical Illness and Accident are packaged.</td>
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<tr>
<td>Standard Insurance</td>
<td>Life, Disability, Dental, Critical Illness, Accident</td>
<td>Quoted</td>
<td>Matched benefits - Executive Director Life/AD&amp;D benefit is $410,000. The Basic Life and Voluntary Life are packaged.</td>
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<tr>
<td>UnitedHealthcare (Ancillary)</td>
<td>Life, Disability, Dental, Critical Illness, Accident</td>
<td>Quoted</td>
<td>Matched benefits - Executive Director Life/AD&amp;D benefit is $410,000. The Basic Life and Voluntary Life are packaged.</td>
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</tbody>
</table>

Any carrier with an A.M. Best financial rating lower than A- does not meet the minimum financial requirements for USI’s Errors & Omissions insurance. In the absence of a rating by A.M. Best, or in the case of an NR designation, a Standard & Poor Company rating lower than A will apply. A liability waiver must be signed by the client if insurance coverage is placed with a carrier that does not meet the required financial rating.
Overall Cost Summary
# Phoenix-Mesa Gateway Airport Authority
## Overall Cost Summary - Employer Contributory Coverages
### January 1, 2021

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Current</th>
<th>Renewal</th>
<th>%</th>
<th>Final Negotiated</th>
<th>%</th>
<th>Options</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical</td>
<td>$953,074</td>
<td>$1,245,283</td>
<td>30.7%</td>
<td>$1,142,735</td>
<td>19.9%</td>
<td>$1,131,090</td>
<td>18.7%</td>
</tr>
<tr>
<td>Dental</td>
<td>$56,666</td>
<td>$56,666</td>
<td>0.0%</td>
<td>$56,666</td>
<td>0.0%</td>
<td>$56,666</td>
<td>0.0%</td>
</tr>
<tr>
<td>Vision</td>
<td>$8,534</td>
<td>$8,534</td>
<td>0.0%</td>
<td>$8,534</td>
<td>0.0%</td>
<td>$8,534</td>
<td>0.0%</td>
</tr>
<tr>
<td>Life and AD&amp;D</td>
<td>$18,648</td>
<td>$16,317</td>
<td>-12.5%</td>
<td>$16,317</td>
<td>-12.5%</td>
<td>$16,317</td>
<td>-12.5%</td>
</tr>
<tr>
<td>Short Term Disability</td>
<td>$17,603</td>
<td>$17,603</td>
<td>0.0%</td>
<td>$16,073</td>
<td>-8.7%</td>
<td>$16,073</td>
<td>-8.7%</td>
</tr>
<tr>
<td><strong>Annual total - All premiums</strong></td>
<td><strong>$1,054,525</strong></td>
<td><strong>$1,344,403</strong></td>
<td><strong>$1,240,324</strong></td>
<td><strong>$1,228,679</strong></td>
<td><strong>$1,228,679</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ Change over current</td>
<td>$289,878</td>
<td>$185,798</td>
<td>27.5%</td>
<td>17.6%</td>
<td>16.5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% Change over current</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Current:** Cigna Health Care, Delta Dental, EyeMed Vision, UNUM Life/AD&D, UNUM STD  
**Renewal:** Cigna Health Care, Delta Dental, EyeMed Vision, UNUM Life/AD&D, UNUM STD  
**BCBS Option:** Blue Cross Blue Shield Option 1, Delta Dental, EyeMed Vision, UNUM Life/ AD&D, UNUM STD

Final rates are subject to actual enrollment, plan design(s) selected and underwriting approval.  
This exhibit is intended as a brief comparison of benefits and does not include all benefits, exclusions or limitations. Please refer to SPD or proposal for full details.
# Phoenix-Mesa Gateway Airport Authority
## Medical Plan Benefit Outline and Cost Summary
### January 1, 2021

### Benefit Outline

<table>
<thead>
<tr>
<th>Description</th>
<th>Cigna Current</th>
<th>Cigna Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible (Individual / Family)</td>
<td>$500 / $1,500</td>
<td>$500 / $1,500</td>
</tr>
<tr>
<td>Non-network Deductible (Individual / Family)</td>
<td>$1,000 / $3,000</td>
<td>$1,000 / $3,000</td>
</tr>
<tr>
<td>Deductible Embedded / Non-embedded</td>
<td>Embedded</td>
<td>Embedded</td>
</tr>
<tr>
<td>Out-of-Pocket Max (Individual / Family)</td>
<td>$3,000 / $6,000</td>
<td>$3,000 / $6,000</td>
</tr>
<tr>
<td>Non-network OOP Max (Individual / Family)</td>
<td>$6,000 / $12,000</td>
<td>$6,000 / $12,000</td>
</tr>
<tr>
<td>Coinsurance (In/Out)</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
</tr>
<tr>
<td>Wellness / Preventive Care</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Cigna Medical Group Primary Care</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Primary / Specialist Care Office Visit</td>
<td>$25 / $50</td>
<td>$25 / $50</td>
</tr>
<tr>
<td>Walk-In / Urgent Care Visit</td>
<td>$25 / $75</td>
<td>$25 / $75</td>
</tr>
<tr>
<td>Emergency Room</td>
<td>$200</td>
<td>$200</td>
</tr>
<tr>
<td>Outpatient Lab / X-Ray</td>
<td>Office visit copay</td>
<td>Office visit copay</td>
</tr>
<tr>
<td>Complex Imaging (MRI, CAT, PET, et.al.)</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
</tr>
<tr>
<td>Outpatient Surgical Facility</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
</tr>
<tr>
<td>Inpatient Hospital Facility</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
</tr>
<tr>
<td>Prescription Deductible (Individual / Family)</td>
<td>None</td>
<td>Medical ded.</td>
</tr>
<tr>
<td>Retail Prescription Drug Copays</td>
<td>$10 / $35 / $60 Ded. then $10 / $35 / $60</td>
<td>$10 / $35 / $60 Ded. then $10 / $35 / $60</td>
</tr>
<tr>
<td>Specialty Prescription Drugs</td>
<td>$60</td>
<td>$60</td>
</tr>
<tr>
<td>Mail Order Prescription Drug Copays</td>
<td>2.5x retail copay</td>
<td>2.5x retail copay</td>
</tr>
</tbody>
</table>

### Rates and Premium

<table>
<thead>
<tr>
<th>Description</th>
<th>Employee</th>
<th>Employee + 1 Dependent</th>
<th>Employee + 2 or more Deps</th>
<th>Total Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>PPO</td>
<td>36</td>
<td>9</td>
<td>16</td>
<td>61</td>
</tr>
<tr>
<td>HDHP</td>
<td>18</td>
<td>4</td>
<td>10</td>
<td>32</td>
</tr>
<tr>
<td>Deductible</td>
<td>$587.81</td>
<td>$1,207.78</td>
<td>$1,562.04</td>
<td>$953,074</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>$424.01</td>
<td>$871.94</td>
<td>$1,127.91</td>
<td>$1,245,283</td>
</tr>
<tr>
<td>Annual Total</td>
<td>$744.50</td>
<td>$1,529.73</td>
<td>$1,978.42</td>
<td>$2,497,22</td>
</tr>
<tr>
<td>Change from Current</td>
<td>$953,074</td>
<td>$1,245,283</td>
<td>$2,497,22</td>
<td></td>
</tr>
<tr>
<td>Percentage Change</td>
<td>31%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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### Phoenix-Mesa Gateway Airport Authority

**Medical Plan Benefit Outline and Cost Summary**

January 1, 2021

#### Benefit Outline

<table>
<thead>
<tr>
<th>Deductible (Individual / Family)</th>
<th>Current</th>
<th>PPO</th>
<th>HDHP</th>
<th>Renewal</th>
<th>PPO</th>
<th>HDHP</th>
<th>Renewal Option 1</th>
<th>PPO</th>
<th>HDHP</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500 / $1,500</td>
<td>$2,700 / $5,400</td>
<td>$500 / $1,500</td>
<td>$2,800 / $5,400</td>
<td>$1,000 / $2,000</td>
<td>$3,000 / $6,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$1,000 / $3,000</td>
<td>$5,000 / $10,000</td>
<td>$1,000 / $3,000</td>
<td>$5,000 / $10,000</td>
<td>$2,000 / $4,000</td>
<td>$6,000 / $12,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$500 / $1,500</td>
<td>Embedded</td>
<td>Embedded</td>
<td>Embedded</td>
<td>Embedded</td>
<td>Embedded</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$2,700 / $5,400</td>
<td>$5,000 / $10,000</td>
<td>$5,000 / $10,000</td>
<td>$5,000 / $10,000</td>
<td>$5,000 / $10,000</td>
<td>$5,000 / $11,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$3,000 / $6,000</td>
<td>$10,000 / $20,000</td>
<td>$10,000 / $20,000</td>
<td>$10,000 / $20,000</td>
<td>$11,000 / $22,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$6,000 / $12,000</td>
<td>$10,000 / $20,000</td>
<td>$10,000 / $20,000</td>
<td>$11,000 / $22,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Coinsurance (In/Out)

| Wellness / Preventive Care | 80% / 50% | 80% / 50% | 80% / 50% | 80% / 50% | 80% / 50% |
| Cigna Medical Group Primary Care | N/A | N/A | N/A | N/A | N/A |
| Primary / Specialist Care Office Visit | $25 / $50 | 80% after ded. | $25 / $50 | 80% after ded. | $25 / $50 | 80% after ded. |
| Outpatient Lab / X-Ray | $25 / $75 | 80% after ded. | $25 / $75 | 80% after ded. | $25 / $60 | 80% after ded. |
| Emergency Room | $200 | 80% after ded. | $200 | 80% after ded. | $200 | 80% after ded. |
| Complex Imaging (MRI, CAT, PET, etc.) | 80% after ded. | 80% after ded. | 80% after ded. | 80% after ded. | 80% after ded. |
| Outpatient Surgical Facility | 80% after ded. | 80% after ded. | 80% after ded. | 80% after ded. | 80% after ded. |
| Inpatient Hospital Facility | 80% after ded. | 80% after ded. | 80% after ded. | 80% after ded. | 80% after ded. |

#### Rates and Premium

<table>
<thead>
<tr>
<th>Rates and Premium</th>
<th>PPO</th>
<th>HDHP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>36</td>
<td>18</td>
</tr>
<tr>
<td>Employee + 1 Dependent</td>
<td>9</td>
<td>4</td>
</tr>
<tr>
<td>Employee + 2 or more Deps</td>
<td>16</td>
<td>10</td>
</tr>
</tbody>
</table>

Total Employees

<table>
<thead>
<tr>
<th>PPO</th>
<th>HDHP</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>32</td>
</tr>
</tbody>
</table>

Annual Total

<table>
<thead>
<tr>
<th>PPO</th>
<th>HDHP</th>
</tr>
</thead>
<tbody>
<tr>
<td>$953,074</td>
<td>$1,142,735</td>
</tr>
<tr>
<td>$1,095,060</td>
<td></td>
</tr>
</tbody>
</table>

Change from Current

<table>
<thead>
<tr>
<th>PPO</th>
<th>HDHP</th>
</tr>
</thead>
<tbody>
<tr>
<td>$189,661</td>
<td>$141,986</td>
</tr>
<tr>
<td>$20%</td>
<td></td>
</tr>
</tbody>
</table>

Percentage Change

<table>
<thead>
<tr>
<th>PPO</th>
<th>HDHP</th>
</tr>
</thead>
<tbody>
<tr>
<td>15%</td>
<td></td>
</tr>
</tbody>
</table>

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## Benefit Outline

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Cigna Current</th>
<th>Cigna Proposed Option 1</th>
<th>Blue Cross Blue Shield of AZ Proposed Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deductible (Individual / Family)</strong></td>
<td>$500 / $1,500</td>
<td>$500 / $1,000</td>
<td>$1,000 / $2,000</td>
</tr>
<tr>
<td><strong>Non-network Deductible (Individual / Family)</strong></td>
<td>$1,000 / $3,000</td>
<td>$1,000 / $2,000</td>
<td>$2,800 / $5,600</td>
</tr>
<tr>
<td><strong>Deductible Embedded / Non-embedded</strong></td>
<td>Embedded</td>
<td>Embedded</td>
<td>Embedded</td>
</tr>
<tr>
<td><strong>Out-of-Pocket Max (Individual / Family)</strong></td>
<td>$3,000 / $6,000</td>
<td>$4,500 / $9,000</td>
<td>$5,500 / $11,000</td>
</tr>
<tr>
<td><strong>Non-network OOP Max (Individual / Family)</strong></td>
<td>$6,000 / $12,000</td>
<td>$9,000 / $18,000</td>
<td>$10,500 / $21,000</td>
</tr>
<tr>
<td><strong>Coinsurance (In/Out)</strong></td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
</tr>
<tr>
<td><strong>Wellness / Preventive Care</strong></td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Cigna Medical Group Primary Care</strong></td>
<td>N/A</td>
<td>Not applicable</td>
<td>Not applicable</td>
</tr>
<tr>
<td><strong>Primary / Specialist Care Office Visit</strong></td>
<td>$25 / $50</td>
<td>$25 / $45</td>
<td>$25 / $50</td>
</tr>
<tr>
<td><strong>Walk-In / Urgent Care Visit</strong></td>
<td>$25 / $75</td>
<td>$25 / $60</td>
<td>$350</td>
</tr>
<tr>
<td><strong>Emergency Room</strong></td>
<td>$200</td>
<td>$350</td>
<td>$350</td>
</tr>
<tr>
<td><strong>Outpatient Lab / X-Ray</strong></td>
<td>Office visit copay</td>
<td>Office visit copay or 80% after ded.</td>
<td>Office visit copay or 80% after ded.</td>
</tr>
<tr>
<td><strong>Complex Imaging (MRI, CAT, PET, et.al.)</strong></td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
</tr>
<tr>
<td><strong>Outpatient Surgical Facility</strong></td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
</tr>
<tr>
<td><strong>Inpatient Hospital Facility</strong></td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
</tr>
<tr>
<td><strong>Prescription Deductible (Individual / Family)</strong></td>
<td>None</td>
<td>Medical ded.</td>
<td>Medical ded.</td>
</tr>
<tr>
<td><strong>Retail Prescription Drug Copays</strong></td>
<td>$10 / $33 / $60</td>
<td>$15 / $55 / $85 / $150</td>
<td>$15 / $55 / $85 / $150</td>
</tr>
<tr>
<td><strong>Specialty Prescription Drugs</strong></td>
<td>$60</td>
<td>$210</td>
<td>$210</td>
</tr>
<tr>
<td><strong>Mail Order Prescription Drug Copays</strong></td>
<td>2.5x retail copay</td>
<td>2x retail copay</td>
<td>2x retail copay</td>
</tr>
</tbody>
</table>

## Rates and Premium

<table>
<thead>
<tr>
<th></th>
<th>PPO</th>
<th>HDHP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>36</td>
<td>18</td>
</tr>
<tr>
<td>Employee + 1 Dependent</td>
<td>9</td>
<td>4</td>
</tr>
<tr>
<td>Employee + 2 or more Deps</td>
<td>16</td>
<td>10</td>
</tr>
<tr>
<td>Total Employees</td>
<td>61</td>
<td>32</td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Total</td>
<td>$953,074</td>
<td>$1,131,090</td>
</tr>
<tr>
<td>Change from Current</td>
<td>$178,016</td>
<td>$95,420</td>
</tr>
</tbody>
</table>
| Percentage Change | 19%     | 10%
# Phoenix-Mesa Gateway Airport Authority
## Medical Plan Benefit Outline and Cost Summary
### January 1, 2021

#### Benefit Outline

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Current</th>
<th>Proposed Option 1 (National Network)</th>
<th>Proposed Option 2 (Banner Only Network)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible (Individual / Family)</td>
<td>$500 / $1,500</td>
<td>$2,700 / $5,400</td>
<td>$2,700 / $5,400</td>
</tr>
<tr>
<td>Non-network Deductible (Individual / Family)</td>
<td>$1,000 / $3,000</td>
<td>$2,000 / $6,000</td>
<td>$2,000 / $6,000</td>
</tr>
<tr>
<td>Deductible Embedded / Non-embedded</td>
<td>Embedded</td>
<td>Embedded</td>
<td>Embedded</td>
</tr>
<tr>
<td>Out-of-Pocket Max (Individual / Family)</td>
<td>$3,000 / $6,000</td>
<td>$5,000 / $10,000</td>
<td>$5,000 / $10,000</td>
</tr>
<tr>
<td>Non-network OOP Max (Individual / Family)</td>
<td>$6,000 / $12,000</td>
<td>$10,000 / $20,000</td>
<td>$10,000 / $20,000</td>
</tr>
<tr>
<td>Coinsurance (In/Out)</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
</tr>
<tr>
<td>Wellness / Preventive Care</td>
<td>100%</td>
<td>Not applicable</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Cigna Medical Group Primary Care</td>
<td>N/A</td>
<td>Not applicable</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Primary / Specialist Care Office Visit</td>
<td>$25 / $50</td>
<td>$25 / $50</td>
<td>$25 / $50</td>
</tr>
<tr>
<td>Walk-In / Urgent Care Visit</td>
<td>$25 / $75</td>
<td>$25 / $75</td>
<td>$25 / $75</td>
</tr>
<tr>
<td>Emergency Room</td>
<td>$200</td>
<td>$300</td>
<td>$300</td>
</tr>
<tr>
<td>Outpatient Lab / X-Ray</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prescription Deductible (Individual / Family)</td>
<td>None</td>
<td>Medical ded.</td>
<td>None</td>
</tr>
<tr>
<td>Retail Prescription Drug Copays</td>
<td>$10 / $35 / $60</td>
<td>Ded. then $10 / $35 / $60</td>
<td>$10 / $25 / $40 / 20%</td>
</tr>
<tr>
<td>Specialty Prescription Drugs</td>
<td>$60</td>
<td>Ded. then $60</td>
<td>Ded. then 20%</td>
</tr>
<tr>
<td>Mail Order Prescription Drug Copays</td>
<td>2.5x retail copay</td>
<td>2x retail</td>
<td>2x retail</td>
</tr>
</tbody>
</table>

#### Rates and Premium

<table>
<thead>
<tr>
<th>Benefits Across All Plan Options</th>
<th>PPO</th>
<th>HDHP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$587.81</td>
<td>$424.01</td>
</tr>
<tr>
<td>Employee + 1 Dependent</td>
<td>$1,207.78</td>
<td>$871.94</td>
</tr>
<tr>
<td>Employee + 2 or more Deps</td>
<td>$1,562.04</td>
<td>$1,127.91</td>
</tr>
</tbody>
</table>

**Total Employees:** 61

Annual Total:
- PPO: $953,074
- HDHP: $1,181,894
- Total: $2,134,968

Change from Current:
- PPO: $228,819
- HDHP: $63,521
- Total: $292,340

Percentage Change:
- PPO: 24%
- HDHP: 7%
Dental Plan
# Phoenix-Mesa Gateway Airport Authority
## Dental Plan Benefit Outline and Cost Summary
### January 1, 2021

<table>
<thead>
<tr>
<th>Benefit Outline</th>
<th>Delta Dental Current</th>
<th>Delta Dental Renewal</th>
<th>Guardian Proposed</th>
<th>Lincoln Financial Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Network</td>
<td>Non-network</td>
<td>Network</td>
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<td>Basic Services</td>
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<td>Non-Network Reimbursements</td>
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<td>Basic</td>
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<tr>
<td>Orthodontia</td>
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<td>50%</td>
<td>50%</td>
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</tr>
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<td>Eligibility</td>
<td>Adult &amp; Child</td>
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<tr>
<td>Waiting Periods (Prev / Basic / Major)</td>
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<td>None</td>
<td>None</td>
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<tr>
<td>Dependent Age Limit</td>
<td>To age 26</td>
<td>To age 26</td>
<td>To age 26</td>
<td>To age 26</td>
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<tr>
<td>Rate Guarantee</td>
<td>To January 1, 2022</td>
<td>To January 1, 2022</td>
<td>To January 1, 2022</td>
<td>To January 1, 2022</td>
</tr>
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</table>

### Rates and Premium

<table>
<thead>
<tr>
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<th>Delta Dental Renewal</th>
<th>Guardian Proposed</th>
<th>Lincoln Financial Proposed</th>
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<tr>
<td></td>
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<td>$24.36</td>
<td>$24.36</td>
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<td></td>
<td>$61.43</td>
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<td>24.0%</td>
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**Notes**  * Deductible applies
# Phoenix-Mesa Gateway Airport Authority
## Dental Plan Benefit Outline and Cost Summary
### January 1, 2021

<table>
<thead>
<tr>
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<th></th>
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<td></td>
<td>Network</td>
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<tr>
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<td>$50 / $150</td>
<td>$50 / $150</td>
<td>$50 / $150</td>
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<tr>
<td>Waived for Preventive</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Annual Maximum</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>Preventive Services</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Basic Services</td>
<td>90%*</td>
<td>80%*</td>
<td>90%*</td>
<td>80%*</td>
</tr>
<tr>
<td>Major Services</td>
<td>60%*</td>
<td>50%*</td>
<td>60%*</td>
<td>50%*</td>
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<tr>
<td>Endodontics/Periodontics</td>
<td>N/A</td>
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<tr>
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<tr>
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<tr>
<td>Waiting Periods (Prev / Basic / Major)</td>
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<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Dependent Age Limit</td>
<td>To age 26</td>
<td>To age 26</td>
<td>To age 26</td>
<td>To age 26</td>
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<td>To January 1, 2022</td>
<td>To January 1, 2022</td>
<td>To January 1, 2022</td>
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### Rates and Premium

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Delta Dental Current</th>
<th>Mutual of Omaha Proposed</th>
<th>The Standard Proposed</th>
<th>United Healthcare Proposed</th>
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<tr>
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<td>Employee + 2 or more dependents</td>
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<td>$103.22</td>
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<tr>
<td><strong>Total Employees</strong></td>
<td><strong>90</strong></td>
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</table>

**Annual Total**

- Delta Dental Current: $56,666
- Mutual of Omaha Proposed: $63,203
- The Standard Proposed: $62,676
- United Healthcare Proposed: $64,179

**Change from Current**

- $6,537
- $6,010
- $7,513

**Percentage Change**

- 11.5%
- 10.6%
- 13.3%

**Notes** *Deductible applies*
Vision Plan
## Phoenix-Mesa Gateway Airport Authority
### Vision Plan Benefit Outline and Cost Summary
#### July 1, 2019

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<td>100% after copay</td>
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<td>100%</td>
<td>100%</td>
<td>100% after copay</td>
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<tr>
<td>Trifocal</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100% after copay</td>
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<tr>
<td>Lenticular</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100% after copay</td>
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<tr>
<td>Frames</td>
<td>Up to $130 allowance; 20% off balance</td>
<td>Up to $130 allowance; 20% off balance</td>
<td>Up to $130 allowance; 20% off balance</td>
<td>Up to $150 allowance; 20% off balance</td>
<td>Up to $150 allowance; 20% off balance</td>
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<td>Elective Contacts</td>
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<td>Up to $130 allowance; 15% off balance</td>
<td>Up to $130 allowance; 15% off balance</td>
<td>Up to $150 allowance; 15% off balance</td>
<td>Up to $150 allowance; 15% off balance</td>
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<td>12 / 12 / 12 / 12</td>
<td>12 / 12 / 12 / 12</td>
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<td>12 / 12 / 12 / 12</td>
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<td>Non-network Benefits</td>
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<td>Schedule</td>
<td>Schedule</td>
<td>Schedule</td>
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<td>Rate Guarantee</td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Rates and Premium</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td><strong>Current</strong></td>
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<td>$11.91</td>
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<td>Employee + 2+ Dependents</td>
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<td>99%</td>
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Life and Disability Plans
## Phoenix-Mesa Gateway Airport Authority
### Life/AD&D Plan Benefit Outline and Cost Summary
#### January 1, 2021

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<thead>
<tr>
<th>Benefit Outline</th>
<th>UNUM Current and Renewal</th>
<th>The Hartford Proposed</th>
<th>Guardian Insurance Proposed</th>
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<td><strong>Contributory/Non-Contributory</strong></td>
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<td>Non-Contributory</td>
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<tr>
<td><strong>Eligibility</strong></td>
<td>All active FTE’s, ≥ 30 hpw</td>
<td>All active FTE’s, ≥ 30 hpw</td>
<td>All active FTE’s, ≥ 30 hpw</td>
</tr>
<tr>
<td><strong>Benefit Amount</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class I (at or &lt; $40k Salary)</td>
<td>1x Salary to $40,000</td>
<td>1x Salary to $40,000</td>
<td>Flat $40,000</td>
</tr>
<tr>
<td>Class II (+$40k salary)</td>
<td>1x Salary to $150,000</td>
<td>1x Salary to $150,000</td>
<td>1x Salary to $150,000</td>
</tr>
<tr>
<td>Class III (Exec. Director)</td>
<td>Executive Director 2x Salary to $410,000*</td>
<td>Executive Director 2x Salary to $410,000*</td>
<td>Executive Director 2x Salary to $410,000*</td>
</tr>
<tr>
<td><strong>Guarantee Issue</strong></td>
<td>Full Benefit</td>
<td>Full Benefit</td>
<td>Full Benefit</td>
</tr>
<tr>
<td><strong>Benefit Reductions</strong></td>
<td>Reduces to: 65% at age 70; 50% at age 75</td>
<td>Reduces to: 65% at age 70; 50% at age 75</td>
<td>Reduces to: 65% at age 70; 50% at age 75</td>
</tr>
<tr>
<td><strong>Waiver of Premium</strong></td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Accelerated Benefits</strong></td>
<td>Terminal condition and &lt; 12 months life expectancy, able to access up to 100% of benefit</td>
<td>Terminal condition and &lt; 12 months life expectancy, able to access up to 80% of benefit</td>
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<tr>
<td><strong>Portability</strong></td>
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<td>Included</td>
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<td>Included</td>
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<tr>
<td><strong>Rate Guarantee</strong></td>
<td>To January 1, 2023</td>
<td>To January 1, 2023</td>
<td>To January 1, 2023</td>
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</table>

### Volumes, Rates & Total Cost

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Renewal</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Number of Employees</strong></td>
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<td>102</td>
<td>102</td>
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<tr>
<td><strong>Benefit Volume</strong></td>
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<td>$6,475,000</td>
<td>$6,475,000</td>
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<tr>
<td><strong>Life Rate per $1,000</strong></td>
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<td>$0.95</td>
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<td><strong>AD&amp;D Rate per $1,000</strong></td>
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<td>$0.03</td>
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<tr>
<td><strong>Annual Total</strong></td>
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#### Change from Current

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<tbody>
<tr>
<td><strong>Percentage Change</strong></td>
<td>-12.5%</td>
<td>-50.0%</td>
<td>-25.0%</td>
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### Notes

* Any amount over $410,000 may require evidence of insurability.
Phoenix-Mesa Gateway Airport Authority  
Life/AD&D Plan Benefit Outline and Cost Summary  
January 1, 2021

### Benefit Outline

<table>
<thead>
<tr>
<th>Class</th>
<th>Current</th>
<th>Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I (at or &lt; $40k Salary)</td>
<td>1x Salary to $40,000</td>
<td>1x Salary to $40,000</td>
</tr>
<tr>
<td>Class II (+$40k salary)</td>
<td>1x Salary to $150,000</td>
<td>1x Salary to $150,000</td>
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<td>Executive Director 2x Salary to $410,000*</td>
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</tr>
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</table>

<table>
<thead>
<tr>
<th>Guarantee Issue</th>
<th>Current</th>
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<tbody>
<tr>
<td>Term of Issue</td>
<td>Full Benefit</td>
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<tr>
<td>Benefit Reductions</td>
<td>Reduces to: 65% at age 70; 50% at age 75</td>
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<table>
<thead>
<tr>
<th>Waiver of Premium</th>
<th>Current</th>
<th>Renewal</th>
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</thead>
<tbody>
<tr>
<td>FTE's</td>
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<table>
<thead>
<tr>
<th>Accelerated Benefits</th>
<th>Current</th>
<th>Renewal</th>
</tr>
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<tbody>
<tr>
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<td>Included</td>
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### Volumes, Rates & Total Cost

<table>
<thead>
<tr>
<th></th>
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<th>Renewal</th>
</tr>
</thead>
<tbody>
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<td>102</td>
<td>102</td>
</tr>
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<td>Benefit Volume</td>
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<td>$6,475,000</td>
</tr>
<tr>
<td>Life Rate per $1,000</td>
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<td>$0.18</td>
</tr>
<tr>
<td>AD&amp;D Rate per $1,000</td>
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<tr>
<td>Annual Total</td>
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<td>$16,317</td>
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<table>
<thead>
<tr>
<th></th>
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<th>Renewal</th>
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<tbody>
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### Notes

* Any amount over $410,000 may require evidence of insurability.
# Phoenix-Mesa Gateway Airport Authority
## Life/AD&D Plan Benefit Outline and Cost Summary
### January 1, 2021

<table>
<thead>
<tr>
<th>Benefit Outline</th>
<th>UNUM Current and Renewal</th>
<th>Prudential Proposed</th>
<th>The Standard Proposed</th>
</tr>
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<tbody>
<tr>
<td>Contribution/Non-Contributory</td>
<td>Non-Contributory</td>
<td>Non-Contributory</td>
<td>Non-Contributory</td>
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<td>All active FTE's, ≥ 30 hpw</td>
</tr>
<tr>
<td>Benefit Amount</td>
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<td></td>
<td></td>
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<tr>
<td>Class I (at or &lt; $40k Salary)</td>
<td>1x Salary to $40,000</td>
<td>1x Salary to $40,000</td>
<td>Flat $40,000</td>
</tr>
<tr>
<td>Class II (+$40k salary)</td>
<td>1x Salary to $150,000</td>
<td>1x Salary to $150,000</td>
<td>1x Salary to $150,000</td>
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<tr>
<td>Class III (Exec. Director)</td>
<td>Executive Director 2x Salary to $410,000*</td>
<td>Executive Director 2x Salary to $410,000*</td>
<td>Executive Director 2x Salary to $410,000*</td>
</tr>
<tr>
<td>Guarantee Issue</td>
<td>Full Benefit</td>
<td>Full Benefit</td>
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</tr>
<tr>
<td>Benefit Reductions</td>
<td>Reduces to: 65% at age 70; 50% at age 75</td>
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</tr>
<tr>
<td>Waiver of Premium</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Accelerated Benefits</td>
<td>Terminal condition and &lt; 12 months life expectancy, able to access up to 100% of benefit</td>
<td>Terminal condition and &lt; 12 months life expectancy, able to access up to 75% of benefit</td>
<td>Terminal condition and &lt; 12 months life expectancy, able to access up to 75% of benefit</td>
</tr>
<tr>
<td>Portability</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Conversion</td>
<td>Not Included</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
<tr>
<td>Rate Guarantee</td>
<td>To January 1, 2023</td>
<td>To January 1, 2024</td>
<td>To January 1, 2024</td>
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</tbody>
</table>

### Volumes, Rates & Total Cost

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Employees</td>
<td>102</td>
<td>102</td>
</tr>
<tr>
<td>Benefit Volume</td>
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<td>$6,475,000</td>
</tr>
<tr>
<td>Life Rate per $1,000</td>
<td>$0.21</td>
<td>$0.18</td>
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<tr>
<td>AD&amp;D Rate per $1,000</td>
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<td>Annual Total</td>
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<td>$16,317</td>
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<tr>
<td>Change from Current</td>
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</tr>
<tr>
<td>Percentage Change</td>
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<td>27.5%</td>
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### Notes
- Any amount over $410,000 may require evidence of insurability.
Phoenix-Mesa Gateway Airport Authority  
Life/AD&D Plan Benefit Outline and Cost Summary  
January 1, 2021

<table>
<thead>
<tr>
<th>Benefit Outline</th>
<th>UNUM Current and Renewal</th>
<th>United Healthcare Proposed</th>
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<tr>
<td>Contributory/Non-Contributory</td>
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<td>Non-Contributory</td>
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<td>Class I (at or &lt; $40k Salary)</td>
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<tr>
<td>Class II (+$40k salary)</td>
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<tr>
<th>Benefit Outline</th>
<th>UNUM Current and Renewal</th>
<th>The Hartford Proposed</th>
<th>Guardian Insurance Proposed</th>
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<td>Child Age Requirement</td>
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<td>14 days old to 23; 25 if FT student</td>
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<td>Base Salary</td>
<td>Base Salary</td>
<td>Base Salary</td>
</tr>
<tr>
<td>Benefit Increments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Spouse</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
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<tr>
<td>Children</td>
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<td>$2,000</td>
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<tr>
<td>Benefit Maximums</td>
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<tr>
<td>Employee</td>
<td>Lessor of 5x earnings to $500,000</td>
<td>Lessor of 5x earnings to $500,000</td>
<td>$500,000</td>
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<tr>
<td>Spouse</td>
<td>Lessor of 100% employee amount or $100,000</td>
<td>Lessor of 100% employee amount or $100,000</td>
<td>Lesser of 100% employee amount or $250,000</td>
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<tr>
<td>Children</td>
<td>Live birth to 6 months: $1,000</td>
<td>Live birth to 26: $10,000</td>
<td>Lesser of 10% of employee amount to $10,000</td>
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<tr>
<td>Guarantee Issue</td>
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<tr>
<td>Employee</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Spouse</td>
<td>$25,000</td>
<td>$25,000</td>
<td>$25,000</td>
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<tr>
<td>Children</td>
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<td>$10,000</td>
<td>$10,000</td>
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<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Conversion</td>
<td>Not included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Waiver of Premium</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>Rate Guarantee</td>
<td>To January 1, 2022</td>
<td>To January 1, 2023</td>
<td>To January 1, 2023</td>
</tr>
<tr>
<td>Participation Requirement</td>
<td>Current (54%)</td>
<td>Current (54%)</td>
<td>Current (54%)</td>
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## UNUM

<table>
<thead>
<tr>
<th>Life per $1,000</th>
<th>Employee</th>
<th>Spouse</th>
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<tr>
<td>Under age 25</td>
<td>$0.090</td>
<td>$0.090</td>
</tr>
<tr>
<td>25-29</td>
<td>$0.090</td>
<td>$0.090</td>
</tr>
<tr>
<td>30-34</td>
<td>$0.090</td>
<td>$0.090</td>
</tr>
<tr>
<td>35-39</td>
<td>$0.120</td>
<td>$0.120</td>
</tr>
<tr>
<td>40-44</td>
<td>$0.180</td>
<td>$0.180</td>
</tr>
<tr>
<td>45-49</td>
<td>$0.300</td>
<td>$0.300</td>
</tr>
<tr>
<td>50-54</td>
<td>$0.480</td>
<td>$0.480</td>
</tr>
<tr>
<td>55-59</td>
<td>$0.800</td>
<td>$0.800</td>
</tr>
<tr>
<td>60-64</td>
<td>$0.990</td>
<td>$0.990</td>
</tr>
<tr>
<td>65-69</td>
<td>$1.470</td>
<td>$1.470</td>
</tr>
<tr>
<td>70-74</td>
<td>$2.840</td>
<td>$2.840</td>
</tr>
<tr>
<td>75-99</td>
<td>$2.840</td>
<td>$2.840</td>
</tr>
</tbody>
</table>

| Child(ren)      | $0.245/$1,000 | $0.245/$1,000 | $1.313 / Unit | $0.030 / $1,000 |

## The Hartford

<table>
<thead>
<tr>
<th>Life per $1,000</th>
<th>Employee</th>
<th>Spouse</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under age 25</td>
<td>$0.090</td>
<td>$0.078</td>
</tr>
<tr>
<td>25-29</td>
<td>$0.090</td>
<td>$0.055</td>
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<tr>
<td>30-34</td>
<td>$0.090</td>
<td>$0.060</td>
</tr>
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<td>35-39</td>
<td>$0.120</td>
<td>$0.082</td>
</tr>
<tr>
<td>40-44</td>
<td>$0.180</td>
<td>$0.121</td>
</tr>
<tr>
<td>45-49</td>
<td>$0.300</td>
<td>$0.190</td>
</tr>
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<td>50-54</td>
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<td>55-59</td>
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<td>60-64</td>
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<td>$0.591</td>
</tr>
<tr>
<td>65-69</td>
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<td>$0.876</td>
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<tr>
<td>70-74</td>
<td>$2.840</td>
<td>$1.507</td>
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<tr>
<td>75-99</td>
<td>$2.840</td>
<td>$4.069</td>
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## Guardian Insurance

<table>
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<tr>
<th>Life per $1,000</th>
<th>Employee &amp; Spouse</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under age 25</td>
<td>$0.090</td>
</tr>
<tr>
<td>25-29</td>
<td>$0.090</td>
</tr>
<tr>
<td>30-34</td>
<td>$0.090</td>
</tr>
<tr>
<td>35-39</td>
<td>$0.090</td>
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<tr>
<td>40-44</td>
<td>$0.090</td>
</tr>
<tr>
<td>45-49</td>
<td>$0.090</td>
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<tr>
<td>50-54</td>
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<td>55-59</td>
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<tr>
<td>65-69</td>
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<tr>
<td>70-74</td>
<td>$0.090</td>
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<tr>
<td>75-99</td>
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## AD&D Per $1,000

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<th>EE &amp; SP: $0.03</th>
<th>CH: $0.80/Unit</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$0.024</td>
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</tbody>
</table>
Phoenix-Mesa Gateway Airport Authority  
Voluntary Life/AD&D Plan  
Benefit Outline and Cost Summary  
January 1, 2021

<table>
<thead>
<tr>
<th>Benefit Outline</th>
<th>UNUM Current and Renewal</th>
<th>Lincoln Financial Proposed</th>
<th>Mutual of Omaha Proposed</th>
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<tbody>
<tr>
<td>Eligibility</td>
<td>All active FTE's working ≥ 30 hpw</td>
<td>All active FTE's working ≥ 30 hpw</td>
<td>All active FTE's working ≥ 30 hpw</td>
</tr>
<tr>
<td>Child Age Requirement</td>
<td>Live birth to age 19, 26 if full-time student</td>
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<td>Live birth to 26 if full-time student</td>
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<td>Base Salary</td>
<td>Base Salary</td>
</tr>
<tr>
<td>Benefit Increments</td>
<td>Employee: $10,000</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td></td>
<td>Spouse: $5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td></td>
<td>Children: $2,000</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
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<td>Benefit Maximums</td>
<td>Employee: Lessor of 5x earnings to $500,000</td>
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<td>Lessor of 5x earnings to $500,000</td>
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<tr>
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<td>Spouse: Lessor of 100% employee amount or $100,000</td>
<td>Lesser of 2.5x EE annual salary or 50% of the EE benefit amount</td>
<td>Lesser of 100% employee amount or $450,000</td>
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<td>Children: Live birth to 6 months: $1,000</td>
<td>Day 1 to 14: $1,000</td>
<td>Life birth to 26: $10,000</td>
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<tr>
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<td></td>
<td>15 days to 16 mos: $1,000</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td></td>
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<td>$10,000</td>
<td></td>
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</tr>
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<td>Age Group</td>
<td>UNUM Employee</td>
<td>UNUM Spouse</td>
<td>Lincoln Financial Employee &amp; Spouse</td>
</tr>
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<td>------------</td>
<td>---------------</td>
<td>-------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>Under age 25</td>
<td>$0.090</td>
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<td>25-29</td>
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<td>$2.864</td>
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<td>$2.864</td>
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<tr>
<td>Child(ren)</td>
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<td>$.020 / $1,000</td>
</tr>
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<thead>
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<th>AD&amp;D Per $1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Ages</td>
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### Voluntary Life/AD&D Plan
#### Benefit Outline and Cost Summary
##### January 1, 2021

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<th>UNUM Current and Renewal</th>
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<th>The Standard Proposed</th>
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<td><strong>Benefit Increments</strong></td>
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<tr>
<td>Employee</td>
<td>$10,000</td>
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<td><strong>Benefit Maximums</strong></td>
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<td><strong>Conversion</strong></td>
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</tr>
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</tr>
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<td>UNUM</td>
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<td>----------------</td>
<td>----------</td>
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</tr>
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<td>Under age 25</td>
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<tr>
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<tr>
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<tr>
<td>45-49</td>
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<tr>
<td>50-54</td>
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<tr>
<td>55-59</td>
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<thead>
<tr>
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<th>UNUM</th>
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<th>The Standard</th>
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<tr>
<td>All Ages</td>
<td>$0.030</td>
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<td>$0.025</td>
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</table>
### Phoenix-Mesa Gateway Airport Authority
### Voluntary Life/AD&D Plan
### Benefit Outline and Cost Summary
### January 1, 2021

#### Benefit Outline

<table>
<thead>
<tr>
<th>Eligibility</th>
<th>UNUM Current and Renewal</th>
<th>United Healthcare Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Age Requirement</td>
<td>Live birth to age 19, 26 if full-time student</td>
<td>Live birth to 26</td>
</tr>
<tr>
<td>Definition of Earnings</td>
<td>Base Salary</td>
<td>Base Salary</td>
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<td>Benefit Increments</td>
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<tr>
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#### Benefit Maximums

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<tr>
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#### Guarantee Issue

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<tr>
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<tr>
<td>Employee</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
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#### Benefit Reductions

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<tr>
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<tbody>
<tr>
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#### Portability

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<tr>
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<tr>
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#### Conversion

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Not included</td>
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#### Waiver of Premium

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
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#### Rate Guarantee

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<thead>
<tr>
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<tbody>
<tr>
<td>To January 1, 2022</td>
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<td>To January 1, 2024</td>
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#### Participation Requirement

<table>
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<tr>
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<th>UNUM Current and Renewal</th>
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</thead>
<tbody>
<tr>
<td>Current (54%)</td>
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<td>All Ages</td>
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</tr>
</tbody>
</table>
# Phoenix-Mesa Gateway Airport Authority

## Short Term Disability Benefit Outline and Cost Summary

**January 1, 2021**

<table>
<thead>
<tr>
<th>Benefit Outline</th>
<th>UNUM</th>
<th>The Hartford</th>
<th>Guardian</th>
<th>Lincoln Financial</th>
<th>Mutual of Omaha</th>
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<tr>
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<td>Renewal</td>
<td>Proposed</td>
<td>Proposed</td>
<td>Proposed</td>
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<td><strong>Definition of Earnings</strong></td>
<td>Base Only</td>
<td>Base Only</td>
<td>Base Only</td>
<td>Base Only</td>
<td>Base Only</td>
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<tr>
<td><strong>Contributory/Non-Contributory</strong></td>
<td>Non-Contributory</td>
<td>Non-Contributory</td>
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<td>Non-Contributory</td>
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</tr>
<tr>
<td><strong>Eligibility</strong></td>
<td>All active FTE's working ≥ 30 hpw</td>
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<td>All active FTE's working ≥ 30 hpw</td>
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</tr>
<tr>
<td><strong>Elimination Period</strong></td>
<td>30 days</td>
<td>30 days</td>
<td>30 days</td>
<td>30 days</td>
<td>30 days</td>
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<tr>
<td><strong>Sickness</strong></td>
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<td>30 days</td>
<td>30 days</td>
<td>30 days</td>
<td>30 days</td>
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<tr>
<td><strong>Benefit Percentage</strong></td>
<td>60%</td>
<td>60%</td>
<td>60%</td>
<td>60%</td>
<td>60%</td>
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<tr>
<td><strong>Maximum Weekly Benefit</strong></td>
<td>$1,000</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Benefit Duration</strong></td>
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<td>22 weeks</td>
<td>22 weeks</td>
<td>22 weeks</td>
<td>22 weeks</td>
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<tr>
<td><strong>Pre-existing Condition Exclusion</strong></td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td><strong>FICA Match Service</strong></td>
<td>Included</td>
<td>Included</td>
<td>Tax reports only</td>
<td>Not Included</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Rate Guarantee</strong></td>
<td>To January 1, 2022</td>
<td>To January 1, 2023</td>
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</table>

<table>
<thead>
<tr>
<th><strong>Volumes, Rates &amp; Total Cost</strong></th>
<th>Current</th>
<th>Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Employees</td>
<td>102</td>
<td>102</td>
</tr>
<tr>
<td>Benefit Volume</td>
<td>$63,780</td>
<td>$63,780</td>
</tr>
<tr>
<td>STD Rate per $10</td>
<td>$0.23</td>
<td>$0.21</td>
</tr>
<tr>
<td>Annual Total</td>
<td>$17,603</td>
<td>$16,073</td>
</tr>
<tr>
<td>Change from Current</td>
<td>-$1,531</td>
<td>$11,863</td>
</tr>
<tr>
<td>Percentage Change</td>
<td>-9%</td>
<td>67%</td>
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UNUM

- Base Only
- Non-Contributory

Lincoln Financial

- Tax reports only
- Not Included

Mutual of Omaha

- Included

**Rate Guarantee**

- To January 1, 2022
- To January 1, 2023
- To January 1, 2023
- To January 1, 2023
- To January 1, 2023
# Phoenix-Mesa Gateway Airport Authority

**Short Term Disability Benefit Outline and Cost Summary**

**January 1, 2021**

## Benefit Outline

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<th>United Healthcare</th>
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<td></td>
<td></td>
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<tr>
<td>Accident</td>
<td>30 days</td>
<td>30 days</td>
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</tr>
<tr>
<td>Sickness</td>
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## Volumes, Rates & Total Cost

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<td>-42%</td>
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The proposed rates and volumes for the future years are as follows:

- **To January 1, 2023**:
  - Number of Employees: 102
  - Benefit Volume: $63,780
  - STD Rate per $10: $0.23
  - Annual Total: $17,603
  - Change from Current: -$1,531
  - Percentage Change: -9%

- **To January 1, 2023**:
  - Number of Employees: 102
  - Benefit Volume: $63,780
  - STD Rate per $10: $0.21
  - Annual Total: $15,307
  - Change from Current: -$2,296
  - Percentage Change: -13%

- **To January 1, 2023**:
  - Number of Employees: 102
  - Benefit Volume: $63,780
  - STD Rate per $10: $0.20
  - Annual Total: $17,603
  - Change from Current: $0
  - Percentage Change: 0%
## Benefit Outline

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<th>Eligibility</th>
<th>Cover Conditions</th>
<th>UNUM - Current Proposed Plan</th>
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<td>UNUM - Traditional Enrollment</td>
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<tr>
<td></td>
<td>Invasive Cancer</td>
<td>Benefit Amount</td>
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<tr>
<td></td>
<td></td>
<td>&lt; 25</td>
</tr>
<tr>
<td></td>
<td>100%</td>
<td>$10,000</td>
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<tr>
<td></td>
<td>100%</td>
<td>$20,000</td>
</tr>
<tr>
<td></td>
<td>Carcinoma in Situ</td>
<td>25%</td>
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<tr>
<td></td>
<td>Benign Brain Tumor</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>Skin Cancer</td>
<td>$500</td>
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<tr>
<td></td>
<td>Heart Attack</td>
<td>100%</td>
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<tr>
<td></td>
<td>Stroke</td>
<td>100%</td>
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<tr>
<td></td>
<td>Heart Failure</td>
<td>100%</td>
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<td></td>
<td>Coronary Arteriosclerosis</td>
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<tr>
<td></td>
<td>Other</td>
<td>Benefit Amount</td>
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<td>Organ Failure</td>
<td>100%</td>
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<td></td>
<td>Kidney Failure</td>
<td>100%</td>
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<tr>
<td>Wellness Benefit</td>
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<td>Monthly Premium</td>
</tr>
<tr>
<td>$50 per year payment for wellness screenings</td>
<td>Employee: $10,000 or $20,000</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Benefit Amount</td>
</tr>
<tr>
<td></td>
<td>$10,000</td>
<td>$3.08</td>
</tr>
<tr>
<td></td>
<td>$20,000</td>
<td>$4.28</td>
</tr>
<tr>
<td>Pre-Existing Conditions</td>
<td></td>
<td>50-54</td>
</tr>
<tr>
<td>12 / 12</td>
<td>Benefit Increments</td>
<td>Employee: $10,000 or $20,000</td>
</tr>
<tr>
<td>Guarantee Issue</td>
<td></td>
<td>$5,000</td>
</tr>
<tr>
<td>Participation (Required)</td>
<td></td>
<td>$10,000</td>
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<tr>
<td>Rate Guarantee</td>
<td></td>
<td>3 Years</td>
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</table>

**Monthly Premium**

<table>
<thead>
<tr>
<th>Benefit Amount</th>
<th>25-29</th>
<th>30-34</th>
<th>35-39</th>
<th>40-44</th>
<th>45-49</th>
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<tbody>
<tr>
<td>$5,000</td>
<td>$2.48</td>
<td>$2.78</td>
<td>$3.18</td>
<td>$3.63</td>
<td>$4.58</td>
</tr>
<tr>
<td>$10,000</td>
<td>$3.08</td>
<td>$3.68</td>
<td>$4.48</td>
<td>$5.38</td>
<td>$7.28</td>
</tr>
<tr>
<td>$20,000</td>
<td>$4.28</td>
<td>$5.48</td>
<td>$7.08</td>
<td>$8.88</td>
<td>$12.68</td>
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<tr>
<td>$5,000</td>
<td>$62.78</td>
<td>$98.03</td>
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<tr>
<td>$10,000</td>
<td>$123.68</td>
<td>$194.18</td>
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</table>
# Phoenix-Mesa Gateway Airport Authority

**Voluntary Critical Illness**

**Benefit Outline and Cost Summary**

**January 1, 2021**

## Benefit Outline

<table>
<thead>
<tr>
<th>Eligibility</th>
<th>All active FTE’s working ≥ 30 hpw</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered Conditions</td>
<td></td>
</tr>
<tr>
<td>Cancer</td>
<td></td>
</tr>
<tr>
<td>Invasive Cancer</td>
<td>100%</td>
</tr>
<tr>
<td>Carcinoma in Situ</td>
<td>30%</td>
</tr>
<tr>
<td>Benign Brain Tumor</td>
<td>75%</td>
</tr>
<tr>
<td>Skin Cancer</td>
<td>$250</td>
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<tr>
<td>Vascular</td>
<td></td>
</tr>
<tr>
<td>Heart Attack</td>
<td>100%</td>
</tr>
<tr>
<td>Stroke</td>
<td>100%</td>
</tr>
<tr>
<td>Heart Failure</td>
<td>100%</td>
</tr>
<tr>
<td>Coronary Arteriosclerosis</td>
<td>30%</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Organ Failure</td>
<td>100%</td>
</tr>
<tr>
<td>Kidney Failure</td>
<td>100%</td>
</tr>
</tbody>
</table>

### Wellness Benefit

$50 per year payment for wellness screenings

0 days old to 26 years old

### Dependent Age Limit

3 / 12

### Pre-Existing Conditions

Employee: $5,000 | Spouse: $2,500 | CH: 25% of EE

### Benefit Increments

Employee: $20,000 | Spouse: $10,000 | CH: 25% of EE

### Guarantee Issue

Employee: $20,000 | Child: $10,000 | CH: 25% of EE

### Participation (Required)

15% of eligible employees

### Rate Guarantee

To January 1, 2023

## Guardian

### Proposed Plan

### Proposed Rates

<table>
<thead>
<tr>
<th>Benefit Amount</th>
<th>Employee</th>
<th>Monthly Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 30</td>
<td>30-39</td>
<td>40-49</td>
</tr>
<tr>
<td>$5,000</td>
<td>$1,30</td>
<td>$1,80</td>
</tr>
<tr>
<td>$10,000</td>
<td>$2,60</td>
<td>$3,60</td>
</tr>
<tr>
<td>$15,000</td>
<td>$3,90</td>
<td>$5,40</td>
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<tr>
<td>$20,000</td>
<td>$5,20</td>
<td>$7,20</td>
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</table>

### Spouse (rate is based on employee age and limited to 50% of employee amount)

<table>
<thead>
<tr>
<th>Benefit Amount</th>
<th>Employee</th>
<th>Monthly Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 30</td>
<td>30-39</td>
<td>40-49</td>
</tr>
<tr>
<td>$2,500</td>
<td>$1,35</td>
<td>$4,58</td>
</tr>
<tr>
<td>$5,000</td>
<td>$2,70</td>
<td>$9,15</td>
</tr>
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<td>$7,500</td>
<td>$4,05</td>
<td>$13,73</td>
</tr>
<tr>
<td>$10,000</td>
<td>$5,40</td>
<td>$18,30</td>
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</table>

Child cost is included with employee election. Benefit is 25% of employee amount.

### Provisions

<table>
<thead>
<tr>
<th>Underwriting</th>
<th>Ee &lt;70</th>
<th>Sp &lt;70</th>
<th>Child(ren)</th>
<th>Ee &gt;70</th>
<th>Sp &gt;70</th>
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</thead>
<tbody>
<tr>
<td>Guarantee Issue</td>
<td>$20,000</td>
<td>$10,000</td>
<td>All</td>
<td>Health questions are required.</td>
<td></td>
</tr>
</tbody>
</table>

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# Phoenix-Mesa Gateway Airport Authority
## Voluntary Critical Illness
### Benefit Outline and Cost Summary

**January 1, 2021**

### Benefit Outline

#### Eligibility
- All active FTE's working ≥ 30 hpw

#### Covered Conditions

<table>
<thead>
<tr>
<th>Condition</th>
<th>1st Occurrence</th>
<th>2nd Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cancer</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Invasive Cancer</td>
<td>25%</td>
<td>25%</td>
</tr>
<tr>
<td>Carcinoma in Situ</td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
<tr>
<td>Benign Brain Tumor</td>
<td>Based on invasive status</td>
<td>Based on invasive status</td>
</tr>
<tr>
<td>Skin Cancer</td>
<td>Based on invasive status</td>
<td>Based on invasive status</td>
</tr>
</tbody>
</table>

#### Vascular

<table>
<thead>
<tr>
<th>Condition</th>
<th>1st Occurrence</th>
<th>2nd Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heart Attack</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Stroke</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Coronary Arteriosclerosis</td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
</tbody>
</table>

#### Other

<table>
<thead>
<tr>
<th>Condition</th>
<th>1st Occurrence</th>
<th>2nd Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organ Failure</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Kidney Failure</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>

#### Wellness Benefit
- $100 per year payment for wellness screenings

### Pre-Existing Conditions
- 12 / 12

### Guarantee Issue
- Employee: $10,000 | Spouse: $10,000 | CH: 25% of EE
- Employee: $20,000 | Spouse: $20,000 | CH: $5,000

### Participation (Required)
- 10% of eligible employees

### Rate Guarantee
- To January 1, 2023

### Rates per $1,000 of Benefit

<table>
<thead>
<tr>
<th></th>
<th>&lt; 25</th>
<th>25-29</th>
<th>30-34</th>
<th>35-39</th>
<th>40-44</th>
<th>45-49</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee - Non Smoker</td>
<td>$0.22</td>
<td>$0.29</td>
<td>$0.41</td>
<td>$0.61</td>
<td>$0.96</td>
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<tr>
<td>Employee - Smoker</td>
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<td>$0.47</td>
<td>$0.76</td>
<td>$1.31</td>
<td>$2.19</td>
</tr>
<tr>
<td>Spouse - Non Smoker</td>
<td>$0.23</td>
<td>$0.29</td>
<td>$0.40</td>
<td>$0.59</td>
<td>$0.93</td>
<td>$1.40</td>
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<tr>
<td>Spouse - Smoker</td>
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<td>$0.32</td>
<td>$0.48</td>
<td>$0.77</td>
<td>$1.32</td>
<td>$2.24</td>
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<tr>
<td>Spouse - Smoker</td>
<td>$3.54</td>
<td>$5.25</td>
<td>$7.98</td>
<td>$11.42</td>
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<td>$18.35</td>
</tr>
</tbody>
</table>

**Mutual of Omaha Proposed Rates**

**Employee - Non Smoker**

**Spouse - Non Smoker**

**Spouse - Smoker**

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### Phoenix-Mesa Gateway Airport Authority

**Voluntary Critical Illness**

**Benefit Outline and Cost Summary**

**January 1, 2021**

<table>
<thead>
<tr>
<th>Benefit Outline</th>
<th>Prudential Proposed Plan</th>
<th>Prudential Proposed Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Eligibility</strong></td>
<td>All active FTE's working ≥ 30 hpw</td>
<td><strong>Rates per $1,000 of Benefit</strong></td>
</tr>
<tr>
<td><strong>Covered Conditions</strong></td>
<td>1st Occurrence</td>
<td>2nd Occurrence</td>
</tr>
<tr>
<td>Cancer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invasive Cancer</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Carcinoma in Situ</td>
<td>25%</td>
<td>25%</td>
</tr>
<tr>
<td>Benign Brain Tumor</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Skin Cancer</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Vascular</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heart Attack</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Stroke</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Heart Failure</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Coronary Arteriosclerosis</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organ Failure</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Kidney Failure</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Wellness Benefit</td>
<td>$50 per year payment for wellnes screenings</td>
<td></td>
</tr>
<tr>
<td>Dependent Age Limit</td>
<td>0 days old to 26 years old</td>
<td></td>
</tr>
<tr>
<td>Pre-Existing Conditions</td>
<td>12 / 12</td>
<td></td>
</tr>
<tr>
<td>Benefit Increments</td>
<td>Employee: $10,000</td>
<td>Spouse: $5,000</td>
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<tr>
<td>Guarantee Issue</td>
<td>Employee: $20,000</td>
<td>Spouse: $10,000</td>
</tr>
<tr>
<td>Participation (Required)</td>
<td>10% of eligible employees</td>
<td></td>
</tr>
<tr>
<td>Rate Guarantee</td>
<td>To January 1, 2024</td>
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# Phoenix-Mesa Gateway Airport Authority
## Voluntary Critical Illness
### Benefit Outline and Cost Summary
#### January 1, 2021

**Benefit Outline**

<table>
<thead>
<tr>
<th>Covered Conditions</th>
<th>The Standard</th>
<th>The Standard</th>
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<tbody>
<tr>
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<td>Proposed Plan</td>
<td>Proposed Rates</td>
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<tr>
<td><strong>Eligibility</strong></td>
<td>All active FTE's working ≥ 30 hpw</td>
<td><strong>Rates per Benefit Amount</strong></td>
</tr>
<tr>
<td><strong>Covered Conditions</strong></td>
<td>1st Occurrence</td>
<td>2nd Occurrence</td>
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<tr>
<td><strong>Cancer</strong></td>
<td>100%</td>
<td>25%</td>
</tr>
<tr>
<td>Invasive Cancer</td>
<td>100%</td>
<td>25%</td>
</tr>
<tr>
<td>Carcinoma in Situ</td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
<tr>
<td><strong>Benign Brain Tumor</strong></td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
<tr>
<td><strong>Skin Cancer</strong></td>
<td>Not covered</td>
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</tr>
<tr>
<td><strong>Vascular</strong></td>
<td>100%</td>
<td>25%</td>
</tr>
<tr>
<td>Heart Attack</td>
<td>100%</td>
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</tr>
<tr>
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<td>25%</td>
</tr>
<tr>
<td>Heart Failure</td>
<td>100%</td>
<td>25%</td>
</tr>
<tr>
<td>Coronary Arteriosclerosis</td>
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<td>Not covered</td>
</tr>
<tr>
<td><strong>Other</strong></td>
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<td>25%</td>
</tr>
<tr>
<td>Organ Failure</td>
<td>100%</td>
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<tr>
<td>Kidney Failure</td>
<td>100%</td>
<td>25%</td>
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<tr>
<td><strong>Wellness Benefit</strong></td>
<td>$50 per year payment for wellness screenings</td>
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<tr>
<td><strong>Dependent Age Limit</strong></td>
<td>0 days old to 26 years old</td>
<td></td>
</tr>
<tr>
<td><strong>Pre-Existing Conditions</strong></td>
<td>12 / 12</td>
<td></td>
</tr>
<tr>
<td><strong>Benefit Increments</strong></td>
<td>Employee: $10,000</td>
<td>Spouse: $5,000</td>
</tr>
<tr>
<td><strong>Guarantee Issue</strong></td>
<td>Employee: $20,000</td>
<td>Spouse: $10,000</td>
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<tr>
<td><strong>Participation (Required)</strong></td>
<td>15% of eligible employees</td>
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</tr>
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<td><strong>Rate Guarantee</strong></td>
<td>To January 1, 2023</td>
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Phoenix-Mesa Gateway Airport Authority  
Voluntary Critical Illness  
Benefit Outline and Cost Summary  
January 1, 2021

<table>
<thead>
<tr>
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<th>United Healthcare</th>
<th>United Healthcare</th>
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<td>Proposed Rates</td>
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<td>Eligibility</td>
<td>All active FTE's working ≥ 30 hpw</td>
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</tr>
<tr>
<td>Covered Conditions</td>
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<td>2nd Occurrence</td>
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<td></td>
</tr>
<tr>
<td>Invasive Cancer</td>
<td>100%</td>
<td>50%</td>
</tr>
<tr>
<td>Carcinoma in Situ</td>
<td>25%</td>
<td>12.5%</td>
</tr>
<tr>
<td>Benign Brain Tumor</td>
<td>100%</td>
<td>50%</td>
</tr>
<tr>
<td>Skin Cancer</td>
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<td>12.5%</td>
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<tr>
<td>Vascular</td>
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</tr>
<tr>
<td>Heart Attack</td>
<td>100%</td>
<td>50%</td>
</tr>
<tr>
<td>Stroke</td>
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<td>50%</td>
</tr>
<tr>
<td>Heart Failure</td>
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<tr>
<td>Coronary Arteriosclerosis</td>
<td>25%</td>
<td>12.5%</td>
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<tr>
<td>Other</td>
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<td></td>
</tr>
<tr>
<td>Organ Failure</td>
<td>100%</td>
<td>50%</td>
</tr>
<tr>
<td>Kidney Failure</td>
<td>100%</td>
<td>50%</td>
</tr>
<tr>
<td>Wellness Benefit</td>
<td>$50 per year payment for wellness screenings</td>
<td></td>
</tr>
<tr>
<td>Dependent Age Limit</td>
<td>0 days old to 26 years old</td>
<td></td>
</tr>
<tr>
<td>Pre-Existing Conditions</td>
<td>6 / 6</td>
<td></td>
</tr>
<tr>
<td>Benefit Increments</td>
<td>Employee: $5,000</td>
<td>Spouse: $2,500</td>
</tr>
<tr>
<td>Guarantee Issue</td>
<td>Employee: $20,000</td>
<td>Spouse: $10,000</td>
</tr>
<tr>
<td>Participation (Required)</td>
<td>10% of eligible employees</td>
<td></td>
</tr>
<tr>
<td>Rate Guarantee</td>
<td>To January 1, 2024</td>
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</tr>
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</table>

<table>
<thead>
<tr>
<th>Monthly Premium</th>
<th>United Healthcare Proposed Rates</th>
<th>United Healthcare Proposed Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employee &amp; Spouse - Non Smoker</td>
<td>Employee &amp; Spouse - Smoker</td>
</tr>
<tr>
<td>Rates/$1,000</td>
<td>$0.09 0.14 0.19 0.29 0.48 0.81</td>
<td>$0.11 0.17 0.25 0.40 0.73 1.49</td>
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<tr>
<td></td>
<td>$1.11 $1.67 $2.56 $2.42 $4.75 $6.22</td>
<td>$1.99 $3.21 $5.13 $4.63 $9.70 $11.57</td>
</tr>
</tbody>
</table>

Child(ren) Rate: $0.12/$1,000
# Phoenix-Mesa Gateway Airport Authority
## Voluntary Accident Benefit Outline and Cost Summary
### January 1, 2021

<table>
<thead>
<tr>
<th>Benefit Outline</th>
<th>Guardian Proposed Plan 1</th>
<th>Guardian Proposed Plan 2</th>
<th>Prudential Proposed</th>
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</thead>
<tbody>
<tr>
<td>Accident Coverage</td>
<td>Off Job</td>
<td>Off Job</td>
<td>On and Off Job</td>
</tr>
<tr>
<td>Accident Emergency Fund</td>
<td>$300</td>
<td>$400</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Air Ambulance</td>
<td>$750</td>
<td>$1,000</td>
<td>$750</td>
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<tr>
<td>Ambulance</td>
<td>$150</td>
<td>$200</td>
<td>$200</td>
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<tr>
<td>Chiropractic Visits</td>
<td>$25 per visit (6 max)</td>
<td>$50 per visit / 6 visits</td>
<td>Not covered</td>
</tr>
<tr>
<td>Coma</td>
<td>$7,500</td>
<td>$10,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Concussions</td>
<td>$100</td>
<td>$200</td>
<td>$200</td>
</tr>
<tr>
<td>Eye Injury</td>
<td>$200</td>
<td>$300</td>
<td>$75 to $150</td>
</tr>
<tr>
<td>Fracture</td>
<td>Schedule up to $4,000</td>
<td>Schedule up to $6,000</td>
<td>Schedule up to $3,000</td>
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<tr>
<td>Hospital Admission</td>
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<td>$750</td>
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<tr>
<td>Hospital Confinement</td>
<td>$150/day up to 1 year</td>
<td>$250/day up to 1 year</td>
<td>$100</td>
</tr>
<tr>
<td>Hospital ICU Admission</td>
<td>$1,500</td>
<td>$2,000</td>
<td>$750</td>
</tr>
<tr>
<td>Hospital ICU Confinement</td>
<td>$300/day up to 15 days</td>
<td>$500/day up to 15 days</td>
<td>$200</td>
</tr>
<tr>
<td>Knee Cartilage</td>
<td>$250</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Laceration</td>
<td>Schedule up to $300</td>
<td>Schedule up to $400</td>
<td>Schedule up to $200</td>
</tr>
<tr>
<td>X-ray</td>
<td>$30</td>
<td>$40</td>
<td>$50</td>
</tr>
<tr>
<td>Death Benefits</td>
<td>EE: $10,000</td>
<td>SP: $5,000</td>
<td>CH: $5,000</td>
</tr>
</tbody>
</table>

### Monthly Premium

<table>
<thead>
<tr>
<th></th>
<th>Guardian Proposed Plan 1</th>
<th>Guardian Proposed Plan 2</th>
<th>Prudential Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$7.37</td>
<td>$10.39</td>
<td>$7.93</td>
</tr>
<tr>
<td>Employee &amp; Spouse</td>
<td>$12.45</td>
<td>$17.37</td>
<td>$11.30</td>
</tr>
<tr>
<td>Employee &amp; Children</td>
<td>$13.38</td>
<td>$18.27</td>
<td>$12.90</td>
</tr>
<tr>
<td>Employee &amp; Family</td>
<td>$18.46</td>
<td>$25.25</td>
<td>$19.45</td>
</tr>
</tbody>
</table>

### Rate Guarantee
- Employee: To January 1, 2023
- Employee & Spouse: To January 1, 2023
- Employee & Children: To January 1, 2023
- Employee & Family: To January 1, 2023

### Notes:
The above is a summary of the covered services. For more information, please refer to the proposals.
Group Name:

Date:

GROUP BENEFITS RENEWAL - CIGNA LEVEL FUNDING PROPOSAL & VSP REVISED RENEWAL

Phoenix-Mesa Gateway Airport Authority

Jim McCauley, Senior Vice President | Betty Whalley, Benefits Account Executive

www.usi.com
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Overall Cost Summary
### Phoenix-Mesa Gateway Airport Authority
#### Overall Cost Summary - Employer Contributory Coverages

**January 1, 2021**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Current</th>
<th>Renewal</th>
<th>%</th>
<th>Final Negotiated</th>
<th>%</th>
<th>Options</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical</td>
<td>$953,074</td>
<td>$1,245,283</td>
<td>30.7%</td>
<td>$1,142,735</td>
<td>19.9%</td>
<td>$1,131,090</td>
<td>18.7%</td>
</tr>
<tr>
<td>Dental</td>
<td>$56,666</td>
<td>$56,666</td>
<td>0.0%</td>
<td>$56,666</td>
<td>0.0%</td>
<td>$56,666</td>
<td>0.0%</td>
</tr>
<tr>
<td>Vision</td>
<td>$8,534</td>
<td>$8,534</td>
<td>0.0%</td>
<td>$8,534</td>
<td>0.0%</td>
<td>$8,534</td>
<td>0.0%</td>
</tr>
<tr>
<td>Life and AD&amp;D</td>
<td>$18,648</td>
<td>$16,317</td>
<td>-12.5%</td>
<td>$16,317</td>
<td>-12.5%</td>
<td>$16,317</td>
<td>-12.5%</td>
</tr>
<tr>
<td>Short Term Disability</td>
<td>$17,603</td>
<td>$17,603</td>
<td>0.0%</td>
<td>$16,073</td>
<td>-8.7%</td>
<td>$16,073</td>
<td>-8.7%</td>
</tr>
<tr>
<td><strong>Annual total - All premiums</strong></td>
<td><strong>$1,054,525</strong></td>
<td><strong>$1,344,403</strong></td>
<td><strong>$1,240,324</strong></td>
<td><strong>$1,228,679</strong></td>
<td><strong>$1,174,154</strong></td>
<td><strong>16.5%</strong></td>
<td></td>
</tr>
<tr>
<td><strong>$ Change over current</strong></td>
<td><strong>$289,878</strong></td>
<td><strong>$185,798</strong></td>
<td><strong>$174,154</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>% Change over current</strong></td>
<td><strong>27.5%</strong></td>
<td><strong>17.6%</strong></td>
<td><strong>16.5%</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Current:** Cigna Health Care, Delta Dental, EyeMed Vision, UNUM Life/AD&D, UNUM STD

**Renewal:** Cigna Health Care, Delta Dental, EyeMed Vision, UNUM Life/AD&D, UNUM STD

**BCBS Option:** Blue Cross Blue Shield Option 1, Delta Dental, EyeMed Vision, UNUM Life/AD&D, UNUM STD

Final rates are subject to actual enrollment, plan design(s) selected and underwriting approval.

This exhibit is intended as a brief comparison of benefits and does not include all benefits, exclusions or limitations. Please refer to SPD or proposal for full details.
Medical Plan
## Phoenix-Mesa Gateway Airport Authority
### Medical Plan Benefit Outline and Cost Summary
#### January 1, 2021

**Benefit Outline**
- **$500 Ded. PPO**
  - Deductible (Individual / Family)
    - $500 / $1,500
  - Non-network Deductible (Individual / Family)
    - $1,000 / $3,000
  - Deductible Embedded / Non-embedded
    - Embedded
  - Out-of-Pocket Max (Individual / Family)
    - $3,000 / $6,000
  - Non-network OOP Max (Individual / Family)
    - $6,000 / $12,000
  - Coinsurance (In/Out)
    - 80% / 50%
  - Wellness / Preventive Care
    - 100%
- **$2,700 HDHP**
  - Deductible (Individual / Family)
    - $2,700 / $5,400
  - Non-network Deductible (Individual / Family)
    - $5,000 / $10,000
  - Deductible Embedded / Non-embedded
    - Embedded
  - Out-of-Pocket Max (Individual / Family)
    - $5,000 / $10,000
  - Non-network OOP Max (Individual / Family)
    - $10,000 / $20,000
  - Coinsurance (In/Out)
    - 80% / 50%
  - Wellness / Preventive Care
    - 100%
- **$500 Ded. PPO**
  - Deductible (Individual / Family)
    - $500 / $1,500
  - Non-network Deductible (Individual / Family)
    - $1,000 / $3,000
  - Deductible Embedded / Non-embedded
    - Embedded
  - Out-of-Pocket Max (Individual / Family)
    - $3,000 / $6,000
  - Non-network OOP Max (Individual / Family)
    - $6,000 / $12,000
  - Coinsurance (In/Out)
    - 80% / 50%
  - Wellness / Preventive Care
    - 100%
- **$2,800 HDHP**
  - Deductible (Individual / Family)
    - $2,800 / $5,400
  - Non-network Deductible (Individual / Family)
    - $5,000 / $10,000
  - Deductible Embedded / Non-embedded
    - Embedded
  - Out-of-Pocket Max (Individual / Family)
    - $5,000 / $10,000
  - Non-network OOP Max (Individual / Family)
    - $10,000 / $20,000
  - Coinsurance (In/Out)
    - 80% / 50%
  - Wellness / Preventive Care
    - 100%

**Cigna Current**
- N/A
- N/A
- N/A
- N/A

**Cigna Renewal**
- N/A
- N/A
- N/A
- N/A

---

**Rates and Premium**

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>PPO</th>
<th>HDHP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>36</td>
<td>18</td>
</tr>
<tr>
<td>Employee + 1 Dependent</td>
<td>9</td>
<td>4</td>
</tr>
<tr>
<td>Employee + 2 or more Deps</td>
<td>16</td>
<td>10</td>
</tr>
<tr>
<td>Total Employees</td>
<td>61</td>
<td>32</td>
</tr>
<tr>
<td><strong>Annual Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Change from Current</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Percentage Change</strong></td>
<td></td>
<td>31%</td>
</tr>
</tbody>
</table>
### Phoenix-Mesa Gateway Airport Authority

**Medical Plan Benefit Outline and Cost Summary**

**January 1, 2021**

**Benefit Outline**

<table>
<thead>
<tr>
<th>Benefit Category</th>
<th>Clina $500 Ded. PPO</th>
<th>Clina $2,700 HDHP</th>
<th>Negotiated Renewal $500 Ded. PPO</th>
<th>Negotiated Renewal $2,800 HDHP</th>
<th>Negotiated Renewal Option 1 $1,000 Ded. PPO</th>
<th>Negotiated Renewal Option 1 $3,000 HDHP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible (Individual / Family)</td>
<td>$500 / $1,500</td>
<td>$2,700 / $5,400</td>
<td>$500 / $1,500</td>
<td>$2,800 / $5,400</td>
<td>$500 / $1,500</td>
<td>$2,800 / $5,400</td>
</tr>
<tr>
<td>Non-network Deductible (Individual / Family)</td>
<td>$1,000 / $3,000</td>
<td>$5,000 / $10,000</td>
<td>$1,000 / $3,000</td>
<td>$5,000 / $10,000</td>
<td>$1,000 / $3,000</td>
<td>$5,000 / $10,000</td>
</tr>
<tr>
<td>Deductible Embedded / Non-embedded</td>
<td>Embedded</td>
<td>Embedded</td>
<td>Embedded</td>
<td>Embedded</td>
<td>Embedded</td>
<td>Embedded</td>
</tr>
<tr>
<td>Out-of-Pocket Max (Individual / Family)</td>
<td>$3,000 / $6,000</td>
<td>$5,000 / $10,000</td>
<td>$3,000 / $6,000</td>
<td>$5,000 / $10,000</td>
<td>$5,000 / $10,000</td>
<td>$5,500 / $11,000</td>
</tr>
<tr>
<td>Non-network OOP Max (Individual / Family)</td>
<td>$6,000 / $12,000</td>
<td>$10,000 / $20,000</td>
<td>$6,000 / $12,000</td>
<td>$10,000 / $20,000</td>
<td>$10,000 / $20,000</td>
<td>$11,000 / $22,000</td>
</tr>
<tr>
<td>Coinsurance (In/Out)</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
</tr>
<tr>
<td>Wellness / Preventive Care</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Cigna Medical Group Primary Care</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Primary / Specialist Care Office Visit</td>
<td>$25 / $50</td>
<td>80% after ded.</td>
<td>$25 / $50</td>
<td>80% after ded.</td>
<td>$25 / $50</td>
<td>80% after ded.</td>
</tr>
<tr>
<td>Walk-In / Urgent Care Visit</td>
<td>$25 / $75</td>
<td>80% after ded.</td>
<td>$25 / $75</td>
<td>80% after ded.</td>
<td>$25 / $70</td>
<td>80% after ded.</td>
</tr>
<tr>
<td>Emergency Room</td>
<td>$200</td>
<td>80% after ded.</td>
<td>$200</td>
<td>80% after ded.</td>
<td>$250</td>
<td>80% after ded.</td>
</tr>
<tr>
<td>Outpatient Lab / X-Ray</td>
<td>Office visit copay</td>
<td>80% after ded.</td>
<td>Office visit copay</td>
<td>80% after ded.</td>
<td>Office visit copay or 80% after ded.</td>
<td>Office visit copay or 80% after ded.</td>
</tr>
<tr>
<td>Complex Imaging (MRI, CAT, PET, et.al.)</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
</tr>
<tr>
<td>Outpatient Surgical Facility</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
</tr>
<tr>
<td>Inpatient Hospital Facility</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
<td>80% after ded.</td>
</tr>
<tr>
<td>Prescription Deductible (Individual / Family)</td>
<td>None</td>
<td>Medical ded.</td>
<td>None</td>
<td>Medical ded.</td>
<td>None</td>
<td>Medical ded.</td>
</tr>
<tr>
<td>Retail Prescription Drug Copays</td>
<td>$10 / $35 / $60</td>
<td>Ded. then $10 / $35 / $60</td>
<td>$10 / $35 / $60</td>
<td>Ded. then $10 / $35 / $60</td>
<td>$10 / $35 / $60</td>
<td>Ded. then $10 / $35 / $60</td>
</tr>
<tr>
<td>Specialty Prescription Drugs</td>
<td>$60</td>
<td>Ded. then $60</td>
<td>$60</td>
<td>Ded. then $60</td>
<td>$60</td>
<td>Ded. then $60</td>
</tr>
<tr>
<td>Mail Order Prescription Drug Copays</td>
<td>2.5x retail copay</td>
<td>2.5x retail copay</td>
<td>2.5x retail copay</td>
<td>2.5x retail copay</td>
<td>2.5x retail copay</td>
<td>2.5x retail copay</td>
</tr>
</tbody>
</table>

### Rates and Premium

<table>
<thead>
<tr>
<th>Category</th>
<th>PPO</th>
<th>HDHP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>36</td>
<td>18</td>
</tr>
<tr>
<td>Employee + 1 Dependent</td>
<td>9</td>
<td>4</td>
</tr>
<tr>
<td>Employee + 2 or more Deps</td>
<td>16</td>
<td>10</td>
</tr>
<tr>
<td>Total Employees</td>
<td>61</td>
<td>32</td>
</tr>
</tbody>
</table>

| Change from Current | $189,661 | $1,095,060 |
| Percentage Change | 20% | 15% |
Vision Plan
# Phoenix-Mesa Gateway Airport Authority

## Vision Plan Benefit Outline and Cost Summary

**January 1, 2021**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Exam Copay</td>
<td>$20</td>
<td>$20</td>
<td>$10</td>
<td>$20</td>
<td>$10</td>
</tr>
<tr>
<td>Materials Copay</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Exam</td>
<td>100% after $20 copay</td>
<td>100% after $20 copay</td>
<td>100% after $20 copay</td>
<td>100% after $20 copay</td>
<td>100% after $10 copay</td>
</tr>
<tr>
<td>Lenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Bifocal</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Trifocal</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Lenticular</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Frames</td>
<td>Up to $130 allowance; 20% off balance</td>
<td>Up to $130 allowance; 20% off balance</td>
<td>Up to $130 allowance; 20% off balance</td>
<td>Up to $150 allowance; 20% off balance</td>
<td>Up to $150 allowance; 20% off balance</td>
</tr>
<tr>
<td>Elective Contacts</td>
<td>Up to $130 allowance; 15% off balance</td>
<td>Up to $130 allowance; 15% off balance</td>
<td>Up to $130 allowance; 15% off balance</td>
<td>Up to $150 allowance; 15% off balance</td>
<td>Up to $150 allowance; 15% off balance</td>
</tr>
<tr>
<td>Benefit Frequencies (E/L/F/C)</td>
<td>12 / 12 / 12 / 12</td>
<td>12 / 12 / 12 / 12</td>
<td>12 / 12 / 12 / 12</td>
<td>12 / 12 / 12 / 12</td>
<td>12 / 12 / 12 / 12</td>
</tr>
<tr>
<td>Non-network Benefits</td>
<td>Schedule</td>
<td>Schedule</td>
<td>Schedule</td>
<td>Schedule</td>
<td>Schedule</td>
</tr>
</tbody>
</table>

## Rates and Premium

<table>
<thead>
<tr>
<th>Rate Category</th>
<th>Current</th>
<th>Renewal Option 1</th>
<th>Renewal Option 2</th>
<th>Renewal Option 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$5.61</td>
<td>$5.61</td>
<td>$6.19</td>
<td>$6.26</td>
</tr>
<tr>
<td>Employee + 1 Dependent</td>
<td>$10.67</td>
<td>$10.67</td>
<td>$11.77</td>
<td>$11.91</td>
</tr>
<tr>
<td>Employee + 2+ Dependents</td>
<td>$15.66</td>
<td>$15.66</td>
<td>$17.30</td>
<td>$17.50</td>
</tr>
<tr>
<td><strong>Total Employees</strong></td>
<td><strong>81</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Annual Total</strong></td>
<td><strong>$8,534</strong></td>
<td><strong>$9,420</strong></td>
<td><strong>$9,529</strong></td>
<td><strong>$10,409</strong></td>
</tr>
<tr>
<td><strong>Change from Current</strong></td>
<td><strong>$0</strong></td>
<td><strong>$887</strong></td>
<td><strong>$995</strong></td>
<td><strong>$1,875</strong></td>
</tr>
<tr>
<td><strong>Percentage Change</strong></td>
<td><strong>0%</strong></td>
<td><strong>10%</strong></td>
<td><strong>12%</strong></td>
<td><strong>22%</strong></td>
</tr>
</tbody>
</table>

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Board Action Item

Re: Resolution 20-43

To: Board of Directors
From: Chris Brady, Mesa City Manager
Through: Jill Casson Owen, Snell & Wilmer
Subject: Employment Contract Amendment – Executive Director
Date: October 20, 2020

Proposed Motion
To approve a fourth amendment to the Executive Director’s employment agreement effective October 1, 2020.

Narrative
The Board of Directors approved an employment agreement with Mr. J. Brian O’Neill on September 21, 2016, amended as of October 1, 2017, amended as of October 1, 2018, and amended as of October 1, 2019. The fourth amendment to Employment Agreement provides for a three percent increase in Mr. O’Neill’s base salary, effective October 1, 2020. There are no other changes to the agreement.
RESOLUTION NO. 20-43

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

WHEREAS the Authority desires to amend the employment agreement with Mr. J. Brian O’Neill;

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

The Board of Directors of the Authority hereby approves the fourth amendment to employment agreement with Mr. J. Brian O’Neill, effective October 1, 2020. This resolution also authorizes the Chair to execute such agreement, with such insertions, deletions, and changes as may be approved by the Chair necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of October, 2020.

Gail Barney, Chair

ATTEST:                              APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board  Jill Casson Owen, Attorney
Board Action Item

To: Board of Directors
From: Shea Joachim, CEcD, Business Development Director
Through: J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Gateway Executive Airpark - Lease Amendment 1
Date: October 20, 2020

Proposed Motion
To authorize Amendment 1 to the Land Lease Agreement with Gateway Executive Airpark, LLC for lots 11-14.

Narrative
The Phoenix-Mesa Gateway Airport Authority (“Lessee”) and Gateway Executive Airpark, LLC (“Lessee”) entered into a Land Lease Agreement (the “Lease”) on October 1, 2019 for lots 11-14, consisting of approximately 12.25 acres of land (the “Premises”) for the purposes of developing a hangar complex consisting of approximately 180,000 square feet (the “Improvements”).

Staff proposes Amendment 1 to the Lease that amends to accommodate the following:

1. Consolidates the Initial Term with the Renewal Terms for a single 35-year Term expiring on September 30, 2054.
2. The removal of existing language that permits a phased approach to the development of the Improvements; and
3. The addition of language that requires an additional refundable deposit from Lessee to insure Lessee’s performance towards the development of the Improvements; and
4. The removal of existing language that permits a phased Base Rent payment structure.

There are no other changes to the terms of the Lease.

Attachment(s)
Land Lease – Gateway Executive Airpark, LLC – Amendment 1
RESOLUTION NO. 20-44

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

WHEREAS the Authority desires to authorize Amendment 1 to the Land Lease Agreement with Gateway Executive Airpark, LLC for lots 11-14;

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

The Board of Directors of the Authority hereby authorizes Amendment 1 to the Land Lease Agreement with Gateway Executive Airpark, LLC for lots 11-14. This resolution also authorizes the Chair or Executive Director/CEO to execute such Agreement, with such insertions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of October, 2020.

________________________________________
Gail Barney, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board Jill Casson Owen, Attorney
This FIRST AMENDMENT TO LEASE ("Amendment 1") is executed to be effective as of the TWENTY-FIRST (21st) day of OCTOBER 2020 ("Amendment 1 Effective Date") by and between the PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized and existing under the laws of the State of Arizona ("Lessor"), and GATEWAY EXECUTIVE AIRPARK, LLC, an Arizona limited liability company ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to that certain Land Lease dated and effective the FIRST (1st) day of OCTOBER 2019 (the "Lease"), with respect to that certain real property at the Airport commonly described as LOT 11, LOT 12, LOT 13, and LOT 14 which real property is more particularly described in the Lease and referred to in the Lease and in this Amendment 1 as the “Premises”.

WHEREAS, the Parties desire to enter into this AMENDMENT 1 in order to lengthen the Term, to eliminate the contemplated phasing of the construction of the Improvements, and to make changes corresponding to the elimination of phasing related to payment of Base Rent, Construction Milestones, and payment of the broker’s commission.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this AMENDMENT 1 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. The provisions of SECTION 2.1 are hereby deleted in their entirety and replaced with the following:

   2.1 **Term.** The term of this Lease shall be for THIRTY-FIVE (35) years, commencing on the Effective Date and terminating on September 30, 2054.

3. The provisions of SECTION 2.2 are hereby deleted in their entirety.

4. The provisions of SECTION 4.1 and SECTION 4.2 are hereby deleted in their entirety and replaced with the following:

   4.1 **Base Rent.** Subject to the increases provided in Section 4.3 and 4.4 below, Lessee agrees to pay Lessor annual rent for the use of the Premises in the amount of TWO HUNDRED FIFTY-EIGHT THOUSAND, SEVEN HUNDRED AND NINETY-THREE 00/100 DOLLARS ($258,793.00), payable in monthly installments of TWENTY-ONE THOUSAND, FIVE HUNDRED AND SIXTY-SIX 08/100 DOLLARS ($21,566.08) (the “Base Rent”). The Base Rent shall be payable in advance, without any prior demand therefor and without any abatement, deductions or set-offs whatsoever, except as expressly
set forth in this Lease, and tendered in lawful currency of the United States, either by check or electronic transfer.

4.2 **Rent Commencement Date.** The Base Rent shall become due and payable on April 1st, 2021 (the “Rent Commencement Date”).

5. The following provision is hereby added as SECTION 5.4:

5.4 **Commission Deposit.** On or before the Amendment 1 Effective Date, Lessee shall pay to Lessor a refundable deposit of THREE HUNDRED AND NINETY-NINE THOUSAND, EIGHT HUNDRED AND FORTY-EIGHT 70/100 DOLLARS ($399,848.70), as a commission deposit (the “Commission Deposit”) to ensure the faithful performance of all of Lessee’s obligations under SECTION 7, herein. If Lessee fails to satisfy all of the terms and conditions under Section 7 herein for any reason (including without limitation, a termination of this Lease prior to such satisfaction) other than a default by Lessor, then the Commission Deposit, at the election of Lessor, shall be forfeited in its entirety by Lessee, and applied by Lessor towards the payment of commission owed pursuant to SECTION 39, herein. Should Lessee satisfy the requirements of SECTION 7.2.4 herein, and Lessee notifies Lessor of such in writing, then Lessor shall refund the Commission Deposit to Lessee in full within THIRTY (30) calendar days. Lessor shall have no obligation to maintain a separate account for such Commission Deposit and shall have no obligation to pay interest thereon.

6. The provisions of SECTION 7 are hereby deleted in their entirety and replaced with the following:

7.1 **Construction by Lessee.** Lessee shall, at its sole cost and expense, construct improvements on the Premises that generally shall consist of an approximate, one hundred and eighty thousand (180,000) square-foot hangar complex with associated ramp improvements as depicted in EXHIBIT B, with an estimated capital investment of TWENTY-ONE MILLION DOLLARS (USD$21,000,000.00) (the “Improvements”). The Improvements shall be constructed in accordance with a site plan prepared by Lessee and approved by Lessor's Design Review Committee, such approval not to be unreasonably withheld or delayed, and in compliance with all applicable governmental regulations, restrictions and building codes. The precise square footage of the Improvements shall be subject to final approval by the City of Mesa and other applicable governmental authorities. Lessor and Lessee agree that Lessee shall be solely responsible for: (i) any required connection(s) between the Premises and the terminating point of the existing vehicular access way to the Premises, as reasonably required by Lessor; (ii) constructing all Improvements necessary to bring all utilities onto the Premises, including, without limitation, electrical, gas, water, sewer, cable, fire suppression and telephone utilities; (iii) installing all utility meters and water and sewer lines to service all improvements constructed on the Premises; and (iv) constructing all Improvements necessary to connect the Premises to existing taxiways or taxilanes in accordance with and if allowable under all Airport and FAA rules, regulations and other requirements.
7.2 **Construction Milestones.** Lessee shall construct its Improvements pursuant to the following schedule (each of which event(s) are herein called a “Construction Milestone”):

- **7.2.1** Lessee shall submit its design plans for the Improvements to Lessor for approval from Lessor’s Design Review Committee no later than December 1st, 2020; and

- **7.2.2** Lessee shall submit its Improvement construction plans to the City of Mesa for a construction permit no later than February 1st, 2021; and

- **7.2.3** Lessee shall commence construction of the Improvements and provide written notice to Lessor of such within SIXTY (60) calendar days after the issuance of all necessary construction permits and receipt of all approvals required for such, including any approvals required from the FAA, but no later than April 1st, 2021; and

- **7.2.4** Lessee shall complete construction of the Improvements at and on the Premises, and shall have obtained a Certificate of Occupancy (or its equivalent) from the City of Mesa therefor, no later than June 30th, 2022; and

- **7.2.5** If Lessee fails to complete construction of the Improvements by the date specified in SECTION 7.2.4 (subject to Force Majeure as provided below), Lessee shall pay to Lessor an amount equal to (USD$300.00) for each day that Lessee is late completing such construction (a “Late Completion Fee”), which payment by Lessee shall be in addition to any Base Rent due from Lessee hereunder. Lessee shall pay Lessor all Late Completion Fees to Lessor on the FIRST (1st) day of the month following the date on which such Late Completion Fee first accrues, until such time as all Late Completion Fees are paid in full. If Lessee is unable to meet a Construction Milestone due to Force Majeure (as defined in **EXHIBIT F**), then the applicable Construction Milestone shall be extended by ONE (1) day for each day of such delay, as determined in Lessor’s reasonable discretion.

7.3 **No Alterations.** Lessee shall make no material improvements or alterations to the Premises during the Term of this Lease without the prior written permission of Lessor, which shall not be unreasonably withheld or delayed and, if and to the extent applicable, without the approval by Lessor’s Design Review Committee. Lessee shall provide Lessor with electronic as-built drawings (or their equivalent) when any improvement or alteration is completed for which such drawings are reasonably required.

7.4 **Title to Alterations and Improvements.** Title to all Improvements and alterations on the Premises (but not personal property or trade fixtures) shall automatically vest in Lessor upon the expiration of this Lease, and Lessee agrees to execute and deliver to Lessor, within TEN (10) business days after Lessor’s request therefor, a quitclaim deed confirming that title to such improvements and alterations is vested in Lessor. This Section 7.4 shall survive termination of the Lease.

7.5 **Mechanics’ Liens.** Lessee shall keep the Premises and all improvements constructed by Lessee thereon free of any mechanic or materialmen’s liens. In the event that
any such lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Premises by bonding or otherwise within THIRTY (30) calendar days of notice thereof.

7.6 Permit Required. Lessee shall be responsible for determining whether it is subject to local building/construction codes or permit requirements, and for compliance with them to the extent they are applicable. All structural, electrical, plumbing or mechanical construction or reconstruction shall conform to City of Mesa (the “City”) construction and technical codes. No such work shall be commenced without first submitting required plans and obtaining required permits from the City. All such work shall be permitted, inspected and approved by the City prior to concealment or use. Lessee shall provide to Lessor a contemporaneous copy of Lessee’s permit application and the associated plans and specifications.

7.7 Damage or Destruction. Lessee shall maintain insurance on all of Lessee’s improvements to the Premises. In the event that all or any portion Lessee’s improvements are destroyed or rendered unusable due to fire or other catastrophe, Lessee shall replace, repair, restore, modify or improve said improvements, subject to the provisions of SECTION 7.6, using available insurance proceeds together with any additional funds from other available sources, or, alternatively, Lessee shall pay the replacement cost of the improvements to Lessor.

7. The provisions of SECTION 39 are hereby deleted in their entirety and replaced with the following:

39. BROKERS.

Per PMGAA broker agreement # C-2018003, PMGAA shall pay a commission of THREE HUNDRED NINETY-NINE THOUSAND, EIGHT HUNDRED AND FORTY-EIGHT 77/100 DOLLARS ($399,848.70) to the brokerage of CBRE, Inc. upon the successful completion of the Construction Milestone set forth in Section 7.2.4. The Parties acknowledge that DAUM CRES (Steve Mckendry) is the procuring broker representing the Lessee, Gateway Executive Airpark, LLC and/or assignee and that CBRE, Inc. is the listing broker representing the Lessor, PMGAA, and that the leasing commission shall be split equally between the brokerages. Lessor shall send payment to:

CBRE, Inc.
P.O. Box 740935, Location Code 2158
Los Angeles, CA 90074-0935

8. EXHIBIT H shall be deleted in its entirety.

9. Lessee warrants and represents to Lessor that: (i) all necessary actions have been taken to authorize the execution of this AMENDMENT 1 by Lessee; (ii) the persons who have executed this AMENDMENT 1 on behalf of Lessee are duly authorized to do so; and (iii) this AMENDMENT 1 constitutes a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms and the terms of the Agreement.
10. In all other respects the Lease shall remain unchanged and in full force and effect. The Lease, as amended by this AMENDMENT 1 shall continue to be binding upon Lessor and Lessee and their permitted successors and assigns.

11. All of the Recitals set forth above are incorporated into this AMENDMENT 1 by this reference.
IN WITNESS WHEREOF, the Parties have entered into this AMENDMENT 1 as of the date first set forth above.

FOR LESSOR:

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, an Arizona joint powers Authority.

By: ____________________________

Name: J. Brian O’Neill, A.A.E.
Executive Director/CEO

FOR LESSEE:

GATEWAY EXECUTIVE AIRPARK, LLC, an Arizona limited liability company.

By: ____________________________

Name: Daryl J. Donkersloot,
Managing Member
Board Action Item

To: Board of Directors
From: Shea Joachim, CEcD, Business Development Director
Through: J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Swoop Operating Agreement
Date: October 20, 2020

Proposed Motion
Authorizing the Executive Director to execute an operating agreement with Swoop, Inc. for commercial air service at the Airport.

Narrative
Swoop is a Canadian ultra-low-cost airline and a subsidiary WestJet. The relatively new airline was announced in 2017 and conducted its inaugural flight in June 2018. In August 2018 Swoop announced service to multiple U.S. destination including Phoenix-Mesa Gateway Airport.

Swoop notified the Authority that it intends to restart its established seasonal, non-stop service from Phoenix-Mesa Gateway Airport to the Canadian city of Edmonton. Swoop envisions two (2) weekly flights to Edmonton.

The operating agreement between the Authority and Swoop outlines the requirements of Swoop for offering commercial passenger service at the Airport, identifies the applicable changes for facilities and services at the Airport, and contractually obligates Swoop to adhere to the Airport’s Rules and Regulations and Minimum Standards.

Fiscal Impact
Variable revenues are more difficult to forecast because they are based on passenger activity. However, the Airport anticipates increases in concessionaire revenue, rental car fees, Car Rental Facility Charges (CFC’s), parking fees, Passenger Facility Charges (PFC’s) and fuel service charges.

Attachment(s)
Airline Operating Agreement
RESOLUTION NO. 20-45

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

WHEREAS the Authority desires to authorize the Executive Director to execute an operating agreement with Swoop, Inc. for commercial air services at the Airport;

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

The Board of Directors of the Authority hereby authorizes the Executive Director to execute an operating agreement with Swoop, Inc. for commercial air services at the Airport. This resolution also authorizes the Chair or Executive Director/CEO to execute such Agreement, with such insertions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of October, 2020.

Gail Barney, Chair

ATTEST:                          APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board       Jill Casson Owen, Attorney
Phoenix-Mesa Gateway Airport Authority

Air Carrier Operating Agreement

with

Swoop, Inc.

Effective Date: October 1, 2020
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Phoenix-Mesa Gateway Airport Authority

AIR CARRIER OPERATING AGREEMENT

This Air Carrier Operating Agreement (the “Agreement”) is executed to be effective the 1st day of October 2020 (the “Effective Date”) between the PHOENIX-MESA GATEWAY AIRPORT AUTHORITY (“PMGAA”), a joint powers airport authority authorized under the laws of the State of Arizona (“PMGAA”), and SWOOP, Inc. (“CARRIER”). PMGAA and CARRIER may be referred to collectively as “Parties,” and each separately may be referred to as a “Party.”

WITNESSETH:

WHEREAS, PMGAA is the owner and operator of the Phoenix-Mesa Gateway Airport generally located at the intersection of Ray Road and Sossaman Road, City of Mesa, Maricopa County, Arizona (the “Airport”); and

WHEREAS, PMGAA has the right to enter into Agreement, license and grant the use of property and facilities on the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, CARRIER provides commercial airline services, charters, flight crews, aircraft and desires to use the Airport facilities for commercial operations; and

WHEREAS, CARRIER desires to obtain certain non-exclusive rights to use the common use areas of the passenger terminal, services and privileges in connection with the use of the Airport and its facilities, and PMGAA is willing to grant the same to CARRIER upon the terms and conditions hereinafter stated; and

WHEREAS, the Parties agree to enter into this Agreement, specifying the rights and obligations of the Parties with respect to the operation of the Airport by PMGAA and the use and/or occupancy of the Airport by CARRIER;

NOW, THEREFORE, for good and valuable consideration, the mutual covenants and conditions herein set forth and the sufficiency of which is agreed to by the Parties, the Parties hereby agree as follows:

1. PERMITTED ACTIVITIES AND CONDITIONS OF AIRPORT USE.

1.1 CARRIER shall have the right to use, in common with others, the passenger terminal, taxiways, runways and air navigational aids of the Airport for the purpose of conducting its FAR Part 129 scheduled international operations, public charter, private charter and the landing and taking off of aircraft incidental thereto, and provided, however, such activities and services are performed in strict accordance with applicable PMGAA Minimum Standards, upon terms and conditions as herein provided.

1.2 RESERVED.

1.3 CARRIER shall not engage in any other commercial or revenue producing activity at the Airport (excluding charter activities by CARRIER, and charter activities requested by PMGAA) without first applying for and receiving written approval for such activity from PMGAA. In the event any other commercial or revenue producing activity is engaged in by CARRIER prior to obtaining such approval, without waiver or limitation of any other remedies available to PMGAA at law or equity, CARRIER hereby agrees to remit to PMGAA the sum equal to TEN PERCENT (10%) of gross billings for such unauthorized activity, plus any expenses incurred by PMGAA in the course of any audit conducted for all of CARRIER's activities.
1.4 CARRIER shall at all times comply with all Federal, State and local laws, ordinances, rules and regulations which are applicable to its operations or the Premises itself (including but not limited to the Americans with Disabilities Act), including all laws, ordinances, rules and regulations adopted after the Effective Date. Carrier shall at all times comply with the Phoenix-Mesa Gateway Airport Authority Rules and Regulations, as the same may be amended from time to time in the Authority’s sole and absolute discretion.

2. **TERM.**

2.1 **Initial Term.** Subject to earlier termination as provided herein, the term of this Agreement shall be one (1) year, commencing on the Effective Date (the “Term”).

2.2 **Renewal Term.** Provided CARRIER is not then in default of this Agreement, the Term may be extended for one (1) year, without action by the Parties, unless otherwise terminated as provided herein.

2.3 Either Party may terminate this Agreement by providing the notified Party ninety (90) calendar days advance written notice of the terminating Party’s intent to do so.

3. **NONEXCLUSIVE RIGHTS.**

CARRIER shall have the non-exclusive right to occupy and use the designated areas of the Airport while in compliance with the terms and conditions of this Agreement. All rights granted to CARRIER under this Agreement are nonexclusive, except by express written agreement herein. PMGAA may, in its sole discretion and at any time, permit third parties to conduct any and all business activities at the Airport that PMGAA deems appropriate, or conduct such activities itself, provided that such activities do not require or materially interfere with CARRIER’s use of the Airport.

3.1 PMGAA shall provide CARRIER with common use of one (1) boarding gate and four (4) ticketing positions. In addition, CARRIER shall have Common Use access to additional ticket counters, gate hold rooms, and the baggage claim area for scheduled flight operations, the scheduling of such use is subject to the guidelines outlined in PMGAA’s Common Use Facilities Operating Procedures. Common use requirements shall be scheduled with PMGAA’s Operations & Maintenance department prior to any planned use. CARRIER shall not schedule or advertise flight schedules originating from or destined for Phoenix-Mesa Gateway Airport without prior and in advance coordination and confirmation of terminal availability.

3.2 PMGAA has implemented Common Use Facilities Operating Procedures. PMGAA reserves the right to modify said procedures from time-to-time, as it deems necessary in its sole and absolute discretion and authority to accomplish its purposes. CARRIER shall at all times comply with these operating procedures.

3.3 PMGAA has implemented an Airport Security Program in a form acceptable to the Transportation Security Administration. PMGAA reserves the right to modify said program from time-to-time, as it deems necessary to accomplish its purposes. CARRIER shall at all times comply with the Airport Security Program and indemnify, defend, hold and save PMGAA, its board members, member governments, officers, officials, employees, and agents free and harmless for, from, and against any violations of said Security Program caused, or alleged to be caused, by the acts, errors or omissions of CARRIER, its employees, agents, invitees or contractors.

4. **RENTALS, FEES AND CHARGES**

4.1 **General.** Rent for use of any exclusive use space due and payable at the beginning of each month. All other fees are assessed at the time of each use, flight, or service, as applicable, and are due and payable no later than the twentieth (20th) day of the following month in which the use or activity occurred (“Fee Due Date”). The CARRIER shall self-report its flight activity monthly to PMGAA pursuant to Section 5. Delinquent rents and fees shall be assessed a finance charge in accordance
with Section 4.10.2. Any ground handling services requested of PMGAA or other authorized service provider by Carrier shall be governed by a separate agreement. In any event, CARRIER shall be the responsible party for the purposes of this Air Carrier Operating Agreement, and therefore CARRIER shall pay, or cause to be paid, to PMGAA, the fees and charges as outlined below:

4.2 **Landing Fees.** CARRIER shall pay a landing fee at a rate equal to the amount reflected on the most current Airport Rates & Charges Schedule at the time of the aircraft operation, for each flight operated by or in conjunction with CARRIER that is subject to a landing fee (as of April 1, 2020 $1.92/1000 lbs. MGLW). The weight used to determine the landing fee for any particular aircraft shall be its maximum certificated gross landing weight (MGLW), as certified by the Federal Aviation Administration.

4.3 **Terminal Use Fees.** Terminal Use includes ticket counter(s) and lobby area, secure hold room and boarding area podium, aircraft parking position (2 hours), baggage claim area, and common use computer equipment per flight. CARRIER shall pay PMGAA a Terminal Use Fee in the amount reflected on the most current Airport Rates & Charges Schedule. Terminal use fee increases will not exceed an average of three percent (3%) annually for the duration of this Agreement.

4.4 **Common Use Set-up and Operating Fees.** CARRIER shall pay PMGAA for common use terminal equipment, internet connection, and dark fiber per the most current Airport Rates & Charges Schedule.

4.5 **Aircraft Parking Fees.** CARRIER shall pay PMGAA a fee per the most recent Airport Rates & Charges Schedule for any aircraft occupying an aircraft parking position, including terminal gates and remote parking positions, for more than three hours; and for any portion of each 24-hour parking period. This fee shall be waived if the aircraft performed a revenue service operation the day prior or will perform a revenue service operation the day after being parked for more than three hours.

4.6 **Passenger Facility Charges.** CARRIER shall pay monthly to PMGAA, on or before the Twentieth (20th) day of each month (the “Due Date”), a PFC in the amount of Four and 50/100 Dollars ($4.50) for each Enplaned Passenger departing the Airport on an CARRIER Revenue Flight during the previous calendar month. The collection of said fees by CARRIER shall be subject to the terms, conditions and methods of collection set forth in the Aviation Safety and Capacity Expansion Act of 1990, Section 9110, at it now exists or is modified hereafter (the “PFC Act”).

4.7 **Monthly Tie Down Fees.** CARRIER shall pay Monthly Tie Down Fees per Rates and Charges.

4.8 **Fueling Fees.** CARRIER shall execute a Fuel Service Agreement with PMGAA.

4.9 **Aircraft Ramp Space and Services.** CARRIER shall pay PMGAA monthly for any aircraft line services, out-of-station Aircraft Rescue and Firefighting (ARFF) services, operations safety officers, ground service equipment use, fuel spill response teams and any other space or service requirements as specified in the Airport Rates & Charges Schedule or, if not so specified in that Schedule, as determined by PMGAA (collectively, “Additional Services”).

4.10 **Other Fees.** Unless specified otherwise herein, CARRIER shall pay PMGAA for its usage or rental of PMGAA equipment and the performance of services by PMGAA within TEN (10) business days of CARRIER’s receipt of an invoice (the “Due Date”) for same from PMGAA. The amount of such fees shall be as provided by separate agreement between CARRIER and PMGAA, or, in the absence of such agreement, as specified in the most current Airport Rates and Charges Schedule or PMGAA’s Price Listing in effect when the charge or fee was incurred. Failure to remit payment by the Due Date may result in the suspension of further equipment rentals or services until payment is made to PMGAA in full.

4.11 With regard to the fees and charges specified in SECTION 4 above, the following conditions and considerations shall apply:

4.11.1 **Airport Rates & Charges Schedule.** The Airport Rates & Charges Schedule referred to in this Agreement may be revised from time to time. CARRIER shall pay the most current fee(s) at the time of the event or service, as applicable, unless specifically
5. REPORTING REQUIREMENTS

5.1 CARRIER shall file with PMGAA written reports for the items specified below no later than the TENTH (10th) day of the calendar month following the month in which the specified activities occurred (the “Due Date”). Such reports shall cover all of CARRIER’s Airport activities during said month, and include activity handled by CARRIER for other Air Transportation Companies not having an agreement with PMGAA providing for its own submission of activity data to PMGAA.

5.1.1 A complete listing of all of CARRIERS’s scheduled aircraft landings and actual aircraft landings at the Airport, including aircraft type and MGTOW; and a listing, by destinations, of the number of flights that qualify under applicable waiver agreements for any landing fee waivers;

5.1.2 A complete listing of CARRIER’s Enplaned Passengers and Deplaned Passengers, specified by and including the type of aircraft;

5.1.3 A complete listing, by date and flight number, of CARRIER’s commercial cargo loaded and off loaded.

5.2 PMGAA shall have the right to rely on said activity reports in determining rentals and other charges due hereunder; provided, however, CARRIER shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate activity reports shall be subject to interest charges as set forth in SECTION 6.8.1 herein.

5.3 CARRIER shall at all times maintain and keep books, ledgers, accounts or other records wherein are accurately kept all entries reflecting the activity statistics to be reported pursuant to SECTION 5. Such records shall be retained by CARRIER for a period of THREE (3) years subsequent to the activities reported therein, or such other retention period as set forth in 14 CFR Part 249.7, and made available at Mesa, Arizona for audit and/or examination by PMGAA or its duly authorized representative during all normal business hours. CARRIER shall produce such books and records at Mesa, Arizona within THIRTY (30) calendar days of PMGAA’s notice to do so or pay all reasonable expenses, including but not limited to, transportation, food, lodging and other related expenses, necessary for an auditor selected by PMGAA to audit said books and records.

5.4 The cost of audit, with the exception of the aforementioned expenses, shall be borne by PMGAA;
provided, however, the total cost of said audit shall be borne by CARRIER if either or both of the following conditions exist:

5.4.1 The audit reveals an underpayment of more than FIVE PERCENT (5%) of rentals, fees and charges due hereunder, as determined by said audit; and/or

5.4.2 CARRIER has failed to maintain true and complete books, records, accounts and supportive source documents in accordance with SECTION 5.

5.5 Payments. All payments due and payable hereunder shall be paid in lawful money of the United States of America, without set off, by check made payable to the Phoenix-Mesa Gateway Airport Authority and delivered to:

Phoenix-Mesa Gateway Airport Authority
Attn.: Accounts Receivable
5835 S. Sossaman Road
Mesa, Arizona 85212-0614

6. INSURANCE

6.1 General. Carrier shall procure and maintain the following types and amounts of insurance for its operations at the Airport throughout the Term of this Agreement and any Extension thereto:

Aircraft Liability insurance covering third party bodily injury and property damage, and passenger and contractual liabilities which shall protect and indemnify PMGAA from any and all claims arising in connection with aircraft movement on the Airport in amounts as are customarily carried by a carrier of like kind and size, but in no event less than $250,000,000.00 per occurrence. Such insurance shall also insure against third party liabilities arising from War Risk perils.

Airport Premises Liability insurance third party bodily injury and property damage, including coverage for “premises/operations,” “products and completed operations,” “host liquor” and “blanket contractual” liabilities in an amount not less than $250,000,000.00 per occurrence.

Comprehensive Automobile Liability insurance for all owned, non-owned and hired vehicles operated airside on the Airport that are assigned to or used in the performance of commercial activities in the amount of $25,000,000.00 per occurrence or combined single limit. If any hazardous materials are transported in conjunction with Carrier’s business operations at or on the Airport, an MSC 90 endorsement shall be required in addition thereto.

Workers’ Compensation insurance, as required by law, and Employer’s Liability insurance in the amount of $1,000,000.

6.2 Additional Insurance. At any time during the Term of this Agreement, including any Extension thereto, PMGAA may, if in its reasonable determination the insurance coverage required by this SECTION 4 is no longer adequate, require CARRIER to increase its coverage to commercially reasonable amounts.

6.3 Blanket Insurance. CARRIER’s insurance obligations under this Agreement may be satisfied by means of the general corporate “blanket” policies carried by it and evidenced by the insurance carrier’s standard certificates thereof.

6.3.1 Use of Proceeds. Proceeds of any liability and property damage insurance required under this SECTION 5 shall be applied toward extinguishing, satisfying or remedying the liability, loss or damage with respect to which such proceeds may be paid.

6.4 Indemnity. To the fullest extent permitted by law CARRIER (as “indemnitor”) shall indemnify, defend, hold and save PMGAA, its board members, and its member governments, officers, officials, employees, and agents (as "indemnitee") free and harmless of, for, from and against any and all Losses caused in whole or in part by (a) any act or omission of CARRIER (including indemnitor's officers, officials, agents, employees, contractors or invitees), (b) CARRIER's operations at the Airport, (c) CARRIER’s violations of said Security Program caused, or alleged
to be caused, by the acts, errors or omissions of CARRIER, its employees, agents, invitees or contractors, or (d) any default by CARRIER hereunder. This indemnification shall exclude responsibility for any consequential damages and for claims arising by reason of the negligent or wrongful act of PMGAA or its employees, contractors or agents. For purposes hereof "Losses" shall mean any and all losses, liabilities, judgments, suits, claims, damages, fines, penalties, costs and expenses (including reasonable attorneys and consultant fees, investigation costs, monitoring costs, remediation costs, and court costs), of any kind or nature. In carrying out the defense of any claim subject to its indemnification obligations hereunder, CARRIER shall use counsel reasonably acceptable to PMGAA.

6.6 **Insurance Form.** Each insurance policy obtained pursuant to this SECTION 5, except for Workers’ Compensation and Employer Liability policies, shall: (i) name PMGAA as a certificate holder or an additional insured to the extent of Operator’s contractual indemnity obligations; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to PMGAA not less than THIRTY (30) calendar days before such cancellation or modification takes effect (TEN (10) days in the case of nonpayment of premium); and (iii) contain a waiver of subrogation in favor of PMGAA. Operator shall not permit any insurance policy to be canceled or modified without PMGAA’s written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed to do business in the State of Arizona and possessing a rating of at least A - VII or higher from the A.M. Best Company, or an equivalent rating approved by PMGAA.

7. **DISABLED OR ABANDONED AIRCRAFT.**

7.1 Should any aircraft owned or operated by CARRIER, through accident or for any other reason, become disabled or be abandoned in any area which could interfere with the continuous, normal operations of any of the runways, taxiways and airfield facilities at the Airport, CARRIER shall, at CARRIER’S sole cost and expense:

- **7.1.1** Immediately remove said aircraft to such location as may be designated by PMGAA, unless such aircraft is required to remain in place pending investigation by the appropriate regulatory agency or agencies of the federal government; and

- **7.1.2** In the event of any accident where federal investigation in place is required, immediately upon receiving clearance to do so from the appropriate federal agency, remove said aircraft and any wreckage or debris resulting therefrom to the area(s) designated by said federal agency authorizing such removal; otherwise, such aircraft wreckage and debris shall be immediately removed from the Airport or stored at a location approved by PMGAA.

7.2 Should CARRIER fail to proceed immediately to remove disabled aircraft, or should aircraft owned or operated by CARRIER be abandoned on the Airport, PMGAA shall have the right to remove such aircraft by any means PMGAA deems necessary under the circumstances, and CARRIER shall, to the fullest extent permitted by law, indemnify, defend, keep and hold PMGAA, its members, board of directors, officers, agents, officials, servants, employees and contractors harmless from and against any and all claims, costs, loss, liability, actions, suits, proceedings, damage or expense (including costs of suit and attorneys’ fees and expenses) incurred by PMGAA or claimed by anyone by reason of removal of said aircraft, injury to persons or property or damages to such aircraft caused by such removal, as well as storage costs therefor. CARRIER shall reimburse PMGAA for any costs incurred by PMGAA in removing and storing any aircraft, at PMGAA’s sole discretion, and as provided herein in performing authorized maintenance on its aircraft on the Airport.

7.3 **Sound and Noise Suppression.** CARRIER shall comply fully with PMGAA rules and requirements when performing high-speed engine test operations at the Airport, if any, and Section 10.3 to mitigate excessive ambient sound and/or noise that may be generated incident thereto and that have or may have an adverse effect on other Airport tenant operations and the surrounding community. CARRIER acknowledges and agrees that said rules and requirements for such test operations may change from time to time at PMGAA’s sole and absolute discretion. CARRIER also agrees that any costs associated with compliance with PMGAA’s rules and requirements for
sound or noise suppression or mitigation shall be borne solely by CARRIER.

8. **ENVIRONMENTAL COMPLIANCE.**

CARRIER shall at all times during the existence of this Agreement promptly observe and comply with applicable Federal, State, and local laws, regulations, rules and standards concerning the environment (collectively, the “Environmental Laws”). CARRIER shall be responsible for collecting, storing, recycling and/or disposing of its hazardous or toxic waste, if any, in compliance with the Environmental Laws governing the storage and disposal of hazardous or toxic waste. CARRIER shall ensure its employees and agents are aware that domestic drains, storm drains, or industrial waste drains shall not be used to dispose of gasoline, hydraulic fluid, solvents, concentrated cleaning agents or any other hazardous or toxic materials. Where so required, PMGAA may act on behalf of CARRIER, as and if appropriate, to dispose of CARRIER’s waste, sign manifests on behalf of CARRIER and assign such disposal to CARRIER’s EPA identification (ID) number. CARRIER shall repay PMGAA the costs and fees for doing so within Ten (10) days of demand therefor. CARRIER shall, to the fullest extent permitted by law, indemnify, defend and hold PMGAA, its members, board of directors, officers, agents, officials, employees, and contractors harmless from and against any and all claims, costs, loss, liability, actions, suits, proceedings, damage or expense including, but not limited to, the costs of suit and reasonable attorneys’ fees and expenses of any nature whatsoever arising out of or related to CARRIER’s failure to comply with the Environmental Laws.

9. **TAXES AND RELATED IMPOSITIONS.**

In the event any governmental authority shall impose a tax or imposition based upon this Agreement, upon CARRIER or its aircraft, or upon payments to be made hereunder, CARRIER shall pay such amounts either to PMGAA or the appropriate governmental authority on or before any delinquency date. Specifically, CARRIER shall be responsible for any transaction privilege, sales, excise or other similar tax except income taxes as a result of this Agreement. CARRIER shall also pay all licensing or permitting fees necessary or required by law for the conduct of its aeronautical operations hereunder, or any other matters hereunder. CARRIER shall be responsible for any property interests created hereunder, which may constitute or be deemed to be a possessory interest for purposes of taxation.

10. **RULES, REGULATIONS AND MINIMUM STANDARDS.**

10.1 CARRIER shall at all times comply with all federal, State and local laws and ordinances, rules and regulations, which are applicable to its operations, or the operation, management, maintenance, or administration of the Airport, including but not limited to the Americans with Disabilities Act, and all laws, ordinances, rules and regulations adopted after the Effective Date. CARRIER shall at all times comply with all rules and regulations, and minimum standards established by PMGAA regarding operation and maintenance of the Airport, copies of which are attached as EXHIBIT B and are incorporated herein. CARRIER will be responsible for controlling and preventing disruptive pedestrian and vehicle traffic, if any, associated with its activities on the Airport. CARRIER also shall display or provide copies to PMGAA of any permits, licenses, or other evidence of compliance with laws upon request.

10.2 PMGAA shall operate the Airport in compliance with all applicable Federal state and local laws, ordinances, rules and regulations, and shall enforce the Airport Rules and Regulations established by it to ensure the effective and orderly operation of the Airport, and to prevent any disruption caused by CARRIER’s operations at and on the Airport.

10.3 CARRIER acknowledges receipt of and agrees to abide by PMGAA’s Fly Friendly noise abatement procedures and will provide such information to flight crews and/or students, post the information in CARRIER’s flight planning area, and use the procedures to the extent possible when consistent with safety and air traffic control directives.

11. **DEFAULT: TERMINATION BY PMGAA**

11.1 General Grounds. PMGAA may terminate this Agreement upon the occurrence of any of the
following events:

11.1.1 Failure of CARRIER to perform any of its obligations under this Agreement, or any other contract, license or agreement between the Parties, which failure shall not be cured within FIVE (5) business days after delivery by PMGAA to CARRIER of a written notice of such failure.

11.1.2 The filing of any lien against the Airport because of any act or omission of CARRIER which is not discharged within FIVE (5) business days of receipt of actual notice of such lien by CARRIER.

CARRIER may terminate this Agreement upon the occurrence of any of the following events:

11.1.3 Failure of PMGAA to perform any of its obligations under this Agreement, or any other contract, license or agreement between the Parties, which failure shall not be cured within FIVE (5) business days after delivery by CARRIER to PMGAA of a written notice of such failure.

11.1.4 The filing of any lien against the Airport because of any act or omission of PMGAA which is not discharged within FIVE (5) business days of receipt of actual notice of such lien by PMGAA.

11.2 Failure to Pay Fees. PMGAA may declare CARRIER in default of this Agreement by giving CARRIER FIVE (5) business day’s written notice of CARRIER’s failure to timely pay any fees or payments due pursuant to this Agreement. If CARRIER fails to cure such payment default within said FIVE (5) business day period, PMGAA may, in its sole discretion, elect to do any one or more than one of the following:

11.2.1 Institute action(s) to enforce this Agreement; or

11.2.2 Terminate this Agreement automatically without further notice to CARRIER; or

11.2.3 Exercise any other remedy allowed by law or equity.

11.3 Failure to Provide Insurance. In the event CARRIER at any time fails to maintain all insurance coverage required by this Agreement, PMGAA shall have the right, upon written notice to CARRIER, to immediately terminate this Agreement or secure the required insurance at CARRIER’s expense.

11.4 No Waiver by PMGAA. No waiver by PMGAA of any default by CARRIER in the performance of its obligations under this Agreement shall be deemed to be a waiver of any subsequent default by CARRIER in the performance of any such obligations.

12. GOVERNING LAW; ATTORNEYS’ FEES.
The laws of the State of Arizona shall govern this Agreement and the matters set forth therein, without regard to its conflict of law principles. Venue of any action brought under this Agreement shall, at the option of PMGAA, lie in Maricopa County, Arizona. In the event of any litigation or arbitration between PMGAA and CARRIER arising under this Agreement, the successful party shall be entitled to recover its attorney’s fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

13. NONWAIVER.
PMGAA’s right to revoke this Agreement shall be absolute. Any election by PMGAA to not enforce any provision of this Agreement, or any failure by PMGAA to exercise any of the remedies allowed PMGAA under this Agreement, shall not operate as a waiver by PMGAA of any of its right hereunder.

14. ASSIGNMENT.
CARRIER shall not assign or transfer any right or interest in this Agreement.
15. **OTHER RESTRICTIONS.**

CARRIER shall comply with all rules, laws, ordinances, and statutes of any governmental authority having jurisdiction over the Airport or the matters provided in this Agreement.

16. **AIRPORT SECURITY.**

PMGAA maintains an approved Airport Security Plan (the “Security Plan”) pursuant to 49 CFR Parts 1540 and 1542. CARRIER shall at all times comply with the Security Plan and the written and verbal directives issued by PMGAA supporting the Security Plan.

16.1 The CARRIER shall immediately correct physical or procedural deficiencies which are contrary to the Security Plan, security directives, security bulletins, or verbal notifications existing now or in the future. CARRIER is responsible for maintaining security practices, facilities, and perimeter boundaries on their leasehold that meet the security standards of the Security Plan.

16.2 CARRIER shall, to the fullest extent permitted by law, indemnify, defend, and hold PMGAA harmless for, from, and against any violations of the Security Plan committed by any agents, employees, invitees, subcontractors, or independent contractors of the CARRIER.

16.3 CARRIER shall conduct and document all self-audits and self-inspections as required by the Transportation Security Administration (“TSA”) or PMGAA and make such audits available for inspection.

16.4 CARRIER shall designate a primary security coordinator to receive security-related briefings, bulletins, and sensitive security information (“SSI”).

16.5 PMGAA reserves the right to modify the Security Plan from time-to-time, as necessary, or as directed by the TSA.

17. **AIRPORT SECURITY BADGE**

17.1 Carrier employees/contractors that require a badge shall be obligated to complete all training and comply with all security requirements and directives issued by PMGAA, TSA, or other entities having jurisdiction at PMGAA.

17.2 CARRIER and employees/contractors shall comply with all security-related audits, inspection, and screenings conducted by PMGAA.

17.3 CARRIER will immediately notify PMGAA and promptly return badges to the Airport Badging Office when badge holders terminate employment, the badge is no longer needed, or the employee/contractor is on extended leave.

17.4 Misuse of a badge or security procedures will bring about punitive action including suspension or revocation of one or all badges.

18. **NOTICE.**

18.1 All notices required or permitted under this Agreement shall not be deemed effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses:

**TO PMGAA:**
Phoenix-Mesa Gateway Airport Authority  
Attn.: Business Development Department  
5835 S. Sossaman Road  
Mesa, Arizona 85212-0614

**TO CARRIER:**
Swoop, Inc.  
Attn: Head of Airports  
22 Aerial Place N.E.  
Calgary, AB T2E 3J1
18.2 Notices shall be deemed to have been received TWO (2) business days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by reputable commercial overnight courier service. Any Party may designate in writing a different address for notice purposes pursuant to this SECTION.

19. PRIOR AGREEMENTS AND PERMITS.
Upon execution hereof, this Agreement shall supersede and cancel any prior agreements between PMGAA and CARRIER with respect to the business activities governed hereby. CARRIER shall not construe PMGAA's execution of this Agreement as a waiver of any prior indebtedness or obligation to PMGAA under any prior agreement or license, nor does PMGAA waive any claim or cause of action arising therefrom.

20. CORPORATE AUTHORIZATION.
In executing this Agreement, CARRIER represents and warrants to PMGAA that if CARRIER is a corporation, CARRIER has obtained and been granted the full right, power and authority to enter into this Agreement.

21. MISCELLANEOUS.

21.1 Personal Liability. No member of or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement because of any breach thereof or because of its execution or attempted execution.

21.2 No Waiver. No provision of this Agreement may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought.

21.3 Non-Waiver of Rights. No waiver or default by PMGAA of any of the terms, conditions, covenants or agreements hereof to be performed, kept or observed by CARRIER shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to be performed, kept or observed by CARRIER, and PMGAA shall not be restricted from later enforcing any of the terms and conditions of this Agreement.

21.4 Amendment. Only a written instrument executed by the Parties may amend this Agreement.

21.5 Invalid Provisions. Should any provision of this Agreement or any application thereof be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, unless one or both Parties would be substantially and materially prejudiced.

21.6 Headings. The headings contained herein are for convenience in reference only and are not intended to define or limit the scope of this Agreement or any term thereof.

21.7 Entire Agreement. This Agreement, including EXHIBITS attached hereto at the time of its execution, constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, understandings and agreements between the Parties concerning such matters.
22. **INCORPORATION OF RECITALS.**

The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement to be effective on the Effective Date specified above.

FOR PMGAA: ________________________________

By: J. Brian O’Neill, A.A.E

Its: Executive Director/CEO

Date Signed: ________________

FOR CARRIER: ________________________________

By: Charles Duncan

Its: President

Date Signed: Sep 30, 2020

Charles Duncan (Sep 30, 2020 13:44 MDT)
EXHIBIT A

Airport Rates & Charges

EXHIBIT B

PMGAA Minimum Standards


PMGAA Rules & Regulations

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: September 17, 2020

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

Active/Pending Solicitations

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2021-001-RFP</td>
<td>Wildlife Hazard Assessment</td>
<td>October 2020</td>
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<tr>
<td>Request for Proposals</td>
<td>2021-006-RFP</td>
<td>Fire System Testing, Inspecting, and Monitoring</td>
<td>October 2020</td>
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<tr>
<td>Request for Proposals</td>
<td>2021-012-RFP</td>
<td>Passenger Boarding Ramps</td>
<td>October 2020</td>
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<tr>
<td>Invitation for Bid</td>
<td>2021-013-IFB</td>
<td>Baggage Belt Loader</td>
<td>October 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-014-RFP</td>
<td>Airfield Lighted Guidance Signs and Parts</td>
<td>November 2020</td>
</tr>
</tbody>
</table>

Future Solicitations

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Scheduled for Release</th>
</tr>
</thead>
</table>

If you have any questions about the solicitations or the procurement process, please feel free to contact me at 480-988-7613.
Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Phoenix-Mesa Gateway Airport Authority and to the public that the Phoenix-Mesa Gateway Airport Authority will hold a meeting open to the public on **Tuesday, November 17, 2020 beginning at 9:00 a.m.** in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by telephone. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board’s attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03 (A)(3)&(4).

The agenda for the meeting is as follows:

1. **Call to Order** (Mayor Gail Barney, Chair)
   
   *Members of the Phoenix-Mesa Gateway Airport Authority will attend either in person or by telephone conference call.*

2. **Roll Call** (Mayor Gail Barney, Chair)

3. **Pledge of Allegiance**

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

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

6. **Presentation: Draft Audited Financials** – Sandra Cronstrom, Principal-CliftonLarsonAllen, LLP

7. **Consent Agenda**
   
   a) **Minutes** of the Board Meeting held on October 20, 2020.
   
   b) **Resolution No. 20-46** – Authorizing the purchase of airfield lighted signs and parts from **ADB Safegate** in an amount not to exceed $115,103.47.
   
   c) **Resolution No. 20-47** – Adopting the amended **Investment Policy** with an effective date of November 17, 2020.
   
   d) **Resolution No. 20-48** – Authorizing the purchase of one vehicle from **San Tan Auto Partners, LLC** dba San Tan Ford (San Tan Ford) not to exceed $51,046.15.
   
   e) **Resolution No. 20-49** – Authorizing the purchase of a landscape irrigation control system from **Global Data Specialist** in an amount not to exceed $105,228.48.
   
   f) **Resolution No. 20-50** – Approval of Authorization of Services for Taxiway W Rehabilitation Design Services with **Kimley-Horn & Associates** in an amount not to exceed $54,576 under CIP 744.

**Consideration and Possible Approval of:**
8. **Resolution No. 20-51** – Authorizing amendment of the FY21 Capital Improvement Program to include project CIP 719 Alpha Apron Expansion Phase III not to exceed $6.3 million.


10. **Board Member Comments/Announcements**

11. **Next Meeting:** Tuesday, December 15, 2020 at 9:00 a.m.

12. **Adjournment**

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

November 2020
Financial Snapshot

<table>
<thead>
<tr>
<th>OPERATING INCOME</th>
<th>September FY20</th>
<th>September FY21</th>
<th>Month Variance</th>
<th>FYTD Comparison FY20</th>
<th>FYTD Comparison FY21</th>
<th>FYTD Variance</th>
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</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>$1,715,080</td>
<td>$1,635,975</td>
<td>($79,105)</td>
<td>$6,051,925</td>
<td>$5,470,251</td>
<td>($581,674)</td>
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<tr>
<td>Less Expenses</td>
<td>$1,727,595</td>
<td>$1,559,182</td>
<td>($168,413)</td>
<td>$4,964,211</td>
<td>$4,486,705</td>
<td>($477,506)</td>
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<tr>
<td>Operating Income (before depreciation)</td>
<td>($12,515)</td>
<td>$76,793</td>
<td>$89,308</td>
<td>$1,087,714</td>
<td>$983,546</td>
<td>($104,168)</td>
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</table>

Investment Fund Balances: As of September, Local Governmental Investment Pool (LGIP) 700 = $19,061,300; Wells Fargo; Collateralized Money Market = $146,095 and Collateralized CD’s = $23,394,460; Total $42,601,854. PMGAA investments increased by a transfer of $6M from operating funds and decreased by a loss of -$364 in market value.

Finance and Accounting

The Phoenix-Mesa Gateway Airport Authority (Authority, PMGAA) has benefitted from its diverse revenue portfolio during the COVID-19 virus outbreak that has negatively impacted the aviation industry. Commercial passenger activity is slowly returning to pre-pandemic levels, with Allegiant announcing new destinations and increasing their flight schedules. General aviation, corporate, and military activity at Phoenix-Mesa Gateway Airport (Airport, Gateway Airport) remains strong. The lingering fire season in the southwest region has prolonged US Forest Service operations in Mesa, resulting in significant fuel sales for Gateway Aviation Services. Private development at the Airport has continued uninterrupted during the virus outbreak, resulting in new long-term land lease agreements that have bolstered PMGAA’s bottom line.

Grants, PFCs & Procurements

Active/Pending Solicitations

<table>
<thead>
<tr>
<th>TYPE OF SOLICITATION</th>
<th>Number</th>
<th>Title</th>
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<tbody>
<tr>
<td>Request for Proposals</td>
<td>2021-014-RFP</td>
<td>Airfield Lighted Guidance Signs and Parts</td>
<td>November 2020</td>
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<tr>
<td>Request for Proposals</td>
<td>2021-015-RFP</td>
<td>Brochure Display &amp; Distribution Services</td>
<td>February 2021</td>
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Future Solicitations

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<th>Title</th>
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<tr>
<td>Request for Qualifications</td>
<td>2021-016-RFQ</td>
<td>Gateway East Master Developer</td>
<td>May 2021</td>
</tr>
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</table>
Airport Operations

Congratulations to PMGAA’s Security, Operations, and Maintenance Team for passing its Annual Transportation Security Administration (TSA) Comprehensive Security Inspection with flying colors – no reportable conditions! This inspection assesses an airport’s compliance with its Airport Security Plan (ASP), applicable security directives, and mandated operational requirements. These inspections include:

- Airport security badge documentation
- Random screening of airport employees
- Airport access controls
- Covert testing for prohibited items
- Airfield perimeter controls
- Records management

Gateway Airport is part of the national air transportation system and takes its security responsibilities very seriously. Protecting the traveling public, Airport tenants, and PMGAA employees is a cornerstone of the Airport’s critical mission. PMGAA would like to thank its dedicated employees for a job well done!

Operations Statistics

<table>
<thead>
<tr>
<th>PASSENGER COUNTS</th>
<th>September FY20</th>
<th>% Change</th>
<th>September FY21</th>
<th>% Change</th>
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</thead>
<tbody>
<tr>
<td>Passengers</td>
<td>TOTAL</td>
<td>91,860</td>
<td>-29%</td>
<td>363,419</td>
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<tr>
<td></td>
<td>Deplaned</td>
<td>46,474</td>
<td>-29%</td>
<td>184,484</td>
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<td></td>
<td>Enplaned</td>
<td>45,386</td>
<td>-30%</td>
<td>178,935</td>
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<tr>
<td>Allegiant</td>
<td>Scheduled</td>
<td>91,730</td>
<td>-29%</td>
<td>363,089</td>
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<td>WestJet</td>
<td>Scheduled</td>
<td>0</td>
<td>0%</td>
<td>0</td>
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<tr>
<td>Swoop</td>
<td>Scheduled</td>
<td>0</td>
<td>0%</td>
<td>0</td>
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<tr>
<td>Swift</td>
<td>Charter</td>
<td>0</td>
<td>100%</td>
<td>114</td>
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<tr>
<td>Elite</td>
<td>Charter</td>
<td>130</td>
<td>-100%</td>
<td>0</td>
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<table>
<thead>
<tr>
<th>OPERATIONS</th>
<th>September FY20</th>
<th>% Change</th>
<th>September FY21</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TOTAL</td>
<td>26,289</td>
<td>1%</td>
<td>71,042</td>
</tr>
</tbody>
</table>

Gateway Aviation Services

Gateway Airport pumped more than 1.25 MM gallons of aviation fuel in September 2020. This increase is due to the continued firefighting efforts by the US Forest Service and active military training operations.
Community Noise Report

PMGAA received aircraft noise calls from a total of five area residents during September 2020, compared to eight callers that contacted the Airport last September.

<table>
<thead>
<tr>
<th>CALLERS</th>
<th>September FY20</th>
<th>FYTD FY20</th>
<th>FYTD FY21</th>
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<tbody>
<tr>
<td>Total</td>
<td>8</td>
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<th>FYTD FY20</th>
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<td>Commercial</td>
<td>7</td>
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<tr>
<td>GA Total</td>
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<td>3</td>
<td>1</td>
<td>2</td>
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<tr>
<td>Helicopter</td>
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<tr>
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<th>FYTD FY20</th>
<th>FYTD FY21</th>
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<td>Apache Junction</td>
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<tr>
<td>Chandler</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>8</td>
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</table>
Private Development Transforming Gateway Airport

By Queen Creek Mayor Gail Barney
Chairman, Phoenix-Mesa Gateway Airport Authority

Airports are important economic engines for the regions they serve; creating high-wage jobs, expanding business opportunities, and increasing access to the global marketplace. In the growing Phoenix East Valley, the 3,000 acres at Gateway Airport are attracting a significant amount of private investment. Just drive the perimeter of the Airport and you’ll see exactly what I mean.

As someone who’s been involved with Gateway Airport for many, many years, I’m always impressed by its changing landscape and the increasingly important role it plays in Greater Phoenix’s air transportation system. Once a remote airfield mainly used for pilot training, Gateway Airport is now a thriving commercial service airport and the centerpiece of a dynamic regional transformation. And private development is helping the Airport lead the way.

There is approximately 500,000 SF of new development currently underway at the Airport. Vast steel structures are being erected alongside Gateway Airport’s three impressive 10,000-foot runways as aviation-related companies construct hangars, build corporate headquarters, and relocate aircraft and operations to the Phoenix East Valley.

Planning for the future, the Phoenix-Mesa Gateway Airport Authority (PMGAA) Board of Directors recently blessed a comprehensive land use plan called Gateway East for the development of 700 acres on the east side of the Airport (see related article on page 5).

It is my honor and privilege to serve as PMGAA’s Chairman during this time of tremendous growth and change. As a local elected official and long-time resident of the Phoenix East Valley, I understand the responsibility and significance of continually balancing needed improvements at Gateway Airport with the important quality of life expectations shared by all our citizens.
PMGAA Seeks Experienced Land Developer for Gateway East Project

PMGAA staff believes that Gateway Airport is more than just a successful airport; it’s a 3,000-acre economic development project that benefits from having a thriving commercial service airport with three 10,000-foot runways within its boundaries. The Airport’s SkyBridge Arizona master development project is a good example of how PMGAA has partnered with experienced private land developers in the past to help turn their long-term vision into reality.

The Authority has approximately 700 acres of land remaining on the east side of Gateway Airport for aeronautical and non-aeronautical development. A portion of the large parcel is being preserved for a future, demand-driven commercial passenger terminal, but there is a significant amount of acreage remaining for development. PMGAA staff recently completed a comprehensive, long-term land use plan for the east side called Gateway East. The mixed-use development plan includes approximately 400 acres for industrial, office, and retail commercial construction adjacent to the expanding SR 24, Loop 202 San Tan Freeway, and heavily travelled Ellsworth Road.

PMGAA has begun the process of identifying a qualified and experienced development partner that is interested in working with the Authority as the master developer of Gateway East. Interested companies will be invited to participate in a special virtual event on December 3, 2020 to learn more about the exciting project and the various components of the master developer selection process.

Marketing and Community Relations

Due to COVID-19 safety concerns and public gathering limitations, PMGAA decided to create an “ATCT groundbreaking video” instead of hosting an in-person event. The short animated informational video gives PMGAA the opportunity to provide greater details about this important airfield infrastructure project, while acknowledging the many individuals at the local, state, and national level that worked so hard to help make the new ATCT possible. The video will be previewed at the November 17th PMGAA Board meeting and then broadly distributed through email and social media. Watch for your link!
A public meeting of the Phoenix-Mesa Gateway Airport Authority (PMGAA) was convened on Tuesday, October 20, 2020, beginning at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona.

**Members Present**
- Mayor Gail Barney, Queen Creek
- Councilwoman Thelda Williams, Phoenix *(via videoconference)*
- Mayor John Giles, Mesa *(via videoconference)*
- Councilmember Scott September, Gilbert
- Mayor Jeff Serdy, Apache Junction
- Lt. Governor Robert Stone, Gila River Indian Community *(via videoconference)*

* Neither present nor represented

**Airport Staff Present**
- J. Brian O'Neill, Executive Director/CEO
- Scott Brownlee, Deputy Director/COO
- Chuck Odom, CFO
- Misty Johnson, Clerk of the Board
- Jill Casson Owen, Attorney *(via videoconference)*

**Guests Present**
- Ken Halverson, Jetstrip
- Jim McCauley, USI

1. **Call to Order** at 9:03 a.m. (Mayor Barney)
2. **Roll Call.**
3. **Pledge of Allegiance.**
4. **Motion to convene into Executive Session.**
   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 Jeff Serdy moved to convene into Executive Session. Councilwoman Thelda Williams seconded the motion. The motion carried unanimously.

5. **Motion to Reconvene from Executive Session to Regular Session (9:35 a.m.).**

   Councilmember Scott September moved to reconvene the PMGAA Board of Directors meeting. Lt. Governor Robert Stone seconded the motion. The motion carried unanimously.

6. **Call to the Public.**
   There were no public comments.

7. **Executive Director’s Report.** J. Brian O’Neill, A.A.E., Executive Director/CEO
Executive Director O’Neill provided a briefing on PMGAA financial performance, passenger activity, the community noise report, and various Airport projects.

- Fiscal Year-to-Date (FYTD) Net Operating Income is $892,410.
- On November 19th, Allegiant will begin a new nonstop service to Santa Maria, California. Swoop is returning to Gateway Airport with nonstop service to Edmonton beginning October 25th.
- The new 65,000 SF APS Corporate Headquarters/Hangar Complex continues to move forward. Work has now begun on the second hangar as part of this complex. The project is scheduled to be completed by the end of February 2021. The doors and finishing touches are now being installed on Aerocircular’s 50,000 SF hangar. This project will be completed in November. The Belgium-based company will be “upcycling” Boeing 737 aircraft. Construction on SkyBridge Arizona’s 82,500 SF hangar continues to progress. The hangar is scheduled to be completed in December.
- Earlier this year the PMGAA Board reaffirmed the seven strategic organizational goals that guide PMGAA activities. PMGAA staff has since updated the organizational values and expanded on the objectives and initiatives designed to help reach the established goals. Now, new departmental tactical plans are being created to help focus Airport activities during the next two to three years. Staff will present an updated 2021 Strategic Business Plan during first quarter next year.
- A virtual ground-breaking event is being planned for the new Air Traffic Control Tower. It will provide an excellent opportunity to thank the many individuals who worked so hard to make this project a reality. Executive Director O’Neill shared a snippet of the video being created to coincide with the actual ground-breaking in November.
- The Hawes Road Bridge project is nearing completion. This new access road will eventually serve as the “front door” for Gateway Airport’s future demand-driven commercial passenger terminal. This important $11M project is being paid for with Passenger Facility Charges (PFCs).
- The Ellsworth Channel has been relocated to the perimeter of the 700 acres located on the east side of the airfield to allow for future development. The old Ellsworth Channel bisected the property and created development challenges.
- The Terminal Concession Construction Program continues to move forward, upgrading Gateway Airport’s existing food, beverage, and retail concessions into new, popular brands. The new O.H.S.O. Brewery has been very popular with passengers and the new Saguaro Mercantile, offering unique Arizona products, is also experiencing a high level of success. The new Panera Bread will open at the beginning of November. Once Panera Bread is open, the Copper Plate Restaurant will close and construction will begin on the new Macayo’s Mexican Restaurant.

8. Presentation: Allegiant. – Thayne Klingler, Director, Airport Affairs/Corporate Real Estate Allegiant Air

Allegiant Airlines entered the year of 2020 expecting this to be one of their best years ever. However, due to the current global pandemic, plans have significantly changed. Allegiant is making tough decisions and has a survival plan during the COVID-19 virus outbreak. The airline is downsizing headquarter personnel and furloughing pilots in an effort to cut costs. Allegiant has built a robust spring schedule for Phoenix-Mesa Gateway Airport, which is faring better than other Allegiant airports during the pandemic. Director Klingler expressed appreciation to the local communities, the PMGAA Board, and Executive Director O’Neill and staff for their continued support.

a) Minutes of the Board Meeting held on September 15, 2020.

b) Resolution No. 20-38 Authorizing a contract with Cross Fire Protection, LLC to provide Airport Wide Fire System Test, Inspect, Monitoring and Repair services for all fire protection/alarm systems installed throughout the Airport’s property, in an amount not to exceed $116,180 ($38,726.35 per year), excluding repair services, for the initial three (3) year contract period, with two (2) one-year renewal options, thereafter, prices will be considered annually.

c) Resolution No. 20-39 Authorizing a contract with JE Fuller/Hydrology & Geomorphology, Inc. (JE Fuller) for Wildlife Hazard Assessment Services, in an amount not to exceed $67,490.00.

d) Resolution No. 20-40 Authorizing the purchase of two ADA Passenger Boarding Ramps from Timberline GSE in an amount not to exceed $130,168.00.

e) Resolution No. 20-41 Authorizing paving services with Ace Asphalt of Arizona, Inc. for Asphalt Rehabilitation Services for the Daily Parking Lot Asphalt Rehabilitation Project CIP 1088 in an amount not to exceed $168,606.

f) Resolution No. 20-42 Authorizing Phoenix-Mesa Gateway Airport Authority’s (PMGAA’s) insurance broker, USI Insurance Services LLC, to purchase benefit plans (medical, dental, vision, basic life/accidental death & dismemberment, and short-term disability) from various carriers. This consists of a 12-month renewal January 1, 2021 through December 31, 2021 with an estimated plan cost of $1,297,226.

g) Resolution No. 20-43 Authorizing an amendment to the Executive Director/CEO employment contract.

Mayor Jeff Serdy moved to approve the Consent Agenda.
Councilwoman Thelda Williams seconded the motion.
The motion was carried unanimously.

Consideration and Possible Approval of:

10. Resolution No. 20-44 Authorizing Amendment 1 to the Land Lease Agreement with Gateway Executive Airpark, LLC for lots 11-14.

Mayor John Giles moved to approve Resolution No. 20-44.
Mayor Jeff Serdy seconded the motion.
The motion was carried unanimously.

11. Resolution No. 20-45 Authorizing the Executive Director to execute an operating agreement with Swoop, Inc. for commercial air service at the Airport.

Councilmember Scott September moved to approve Resolution No. 20-45.
Mayor Jeff Serdy seconded the motion.
The motion was carried unanimously.

12. Board Member Comments/Announcements.
There were no comments or announcements.
13. **Next Meeting: Tuesday, November 17, 2020** at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by telephone/videoconference.

14. **Adjournment.**
   
The meeting adjourned at 10:05 a.m.

Dated this _____ day of __________ 2020.

________________________________________
Misty Johnson, Clerk of the Board
Board Action Item

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: CIP 1205, Airfield Lighted Signs Replacement
Date: November 17, 2020

Proposed Motion
To authorize the purchase of airfield lighted signs and parts from ADB Safegate in an amount not to exceed $115,103.47.

Narrative
This purchase will replace fifty-two (52) aged airfield lighted signs and parts originally installed in 1998. The current airfield lighted signs have exceeded their useful life. Many parts are beyond economically feasible repair. Parts and components are not available, and some components are approaching a state of non-compliance with FAR Part 139. The signs will be purchased to meet the FAA requirements and the specifications per Attachment D of PMGAA’s Request for Proposals (2021-014-RFP).

Request for Proposal No. 2021-014-RFP for Airfield Lighted Guidance Signs and Parts was issued on September 17, 2020 and advertised in the Arizona Business Gazette on September 17, 24, and October 1 and 8. The notice was also posted on the Airport’s website, as well as the AzAA and ACI-NA websites. In addition, the RFP notice was emailed to 11 prospective respondents. The Airport received 3 proposals:

ADB Safegate
Airport Lighting Company
Lumacurve Airfield Signs, DBA Standard Signs, Inc.

The Evaluation Panel reviewed all proposals and determined that the submittal from ADB Safegate is the best value and satisfies the detailed requirements for the Airport based on the award criteria.

Fiscal Impact
This purchase was included in the FY21 capital budget and is funded with CIP 1205 in the amount of $180,000.

Attachment(s)
Quote
RESOLUTION NO. 20-46

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

WHEREAS the Authority desires to authorize the purchase of airfield lighted signs and parts from ADB Safegate in an amount not to exceed $115,103.47;

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

The Board of Directors of the Authority hereby authorizes the purchase of airfield lighted signs and parts from ADB Safegate in an amount not to exceed $115,103.47. This resolution also authorizes the Chair or Executive Director/CEO to make such purchases, with such insertions, 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 17th day of November, 2020.

Gail Barney, Chair

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
REQUEST FOR PROPOSALS
SOLICITATION #2021-014-RFP FOR AIRFIELD LIGHTED GUIDANCE SIGNS & PARTS

SUBMITTAL COVER SHEET

Name of Offeror: ADB SAFEGATE
EIN#: 90-1015998
DUNS#: 829948392
Principal Address: 977 Graham Pkwy
Columbus, OH 43230
Primary Point of Contact: Wilson Degeo
Phone: 614-861-1304, Press 4
Email: Wilson.Degeo@adb-safegate.com

The undersigned hereby affirms that:

- The undersigned is a duly authorized agent of the Offeror
- The undersigned has read and understands all terms, conditions and commitments contained within the RFP and any addenda issued and fully understands and accepts these terms by submission of a proposal.
- The submission is being offered independently of any other Offeror and did not involve collusion or other anti-competitive practices.

By: ____________________________
Signature
Mike Morrow
Printed Name

Date: 10/13/2020
Title: CFO
ADB SAFEGATE provides integrated solutions that raise efficiency, improve safety, boost environmental sustainability and reduce operational costs for airports, airlines and ANSPs. We work with airports and airlines to solve operational bottlenecks from approach to departure. Solutions encompass airfield lighting, tower-based traffic control systems, intelligent docking automation and services, as well as applying advanced IT and analytics to deliver industry-leading Total Airport Solutions.

**Airfield: Keeping the airfield operational and safe**

Airfield lighting plays a vital role in visual guidance and enabling pilots to navigate landing and take-off safely. ADB SAFEGATE is the pioneer and leader in LED airfield lighting, having installed two out of every three LED airfield lights in the world. Our RELIANCE portfolio offers a wide range of unique and maintenance-friendly LED fixtures, light control and monitoring systems, power architectures and equipment that enables airports to go all-LED and dramatically improve airfield availability, performance, safety and enjoy up to 80% energy savings.

**Tower: Raising safety and throughput with smarter ATC systems**

Air traffic controllers (ATC) tackle some of the most complex considerations while routing and guiding aircraft to safety. ADB SAFEGATE integrates with ATC systems to bring all information onto one screen, enabling controllers to gain full control over aircraft and vehicle movement from approach to departure. Our ATC solutions are installed at 260+ towers, helping controllers find the most efficient way from touchdown to gate and future proofing traffic management at the airport.

**Gate: Making turnarounds faster and more predictable**

ADB SAFEGATE has an installed base of over 10,000 advanced visual docking guidance systems (A-VDGS) at more than 300 of the world’s busiest airports. Automated platforms for safe docking and apron management equip stakeholders with real-time intelligence on gate and apron movements. Integration and data sharing capabilities, provide safer, yet more efficient, gate operations that increase productivity, reduce turnaround times and lower operational costs.

**Services: Delivering the right expertise to boost Airport Performance**

With 100+ Service Level Agreements and extensive experience supporting 2500+ airports, as well as airlines and ANSPs, ADB SAFEGATE understands the multi-level, multi-channel services required. We offer a full portfolio of services from concept of operations to gate and airfield lighting design, from audit and survey to project management, as well as customizable maintenance packages that include full maintenance.

**ADB SAFEGATE Airport Systems**

Airport Systems has supplied industry-leading airport solutions for more than 30 years, including airport IT solutions for AODB, FIDS, resource management, baggage management and billing, as well as performance solutions such as A-CDM and Advanced Analytics. Our airport systems synchronize and manage airport processes and resources, while advanced analytics solutions enable airport stakeholders to predict rather than react to become resilient to
disruptions. The gains: operational efficiency, on-time performance, a better passenger experience and considerable cost savings.

With more than 1,200 employees, ADB SAFEGATE serves more than 2,500 airports in more than 175 countries. For more information about ADB SAFEGATE, please visit our website at adbsafegate.com.

Respectfully,

Wilson Degeo
Aftermarket Sales - ADB
SAFEGATE Americas

977 Gahanna Parkway | Columbus, OH 43230 | USA
Office: +1 (614) 573-8367 | Cell: +1 (614) 395-7014
ADB Airfield Solutions. **Airfield. Our Field.**

ADB Airfield Solutions (ADB) is a world leading airfield technology company providing end-to-end, integrated and sustainable solutions for visual guidance.

**ADB Airfield Solutions’ End-to-End Approach**

In a world where airport safety remains an elevated priority and runway incursion accidents are on the rise, airports need a partner that can take a complete view of their needs and custom deliver an integrated solution offering.

ADB’s end-to-end approach encompasses Airfield Ground Lighting (AGL) design expertise, market-leading AGL products and systems, system engineering experience, and training programs backed by full service support that allow airports to improve their performance and ensure 24x7 reliability.

Safely supporting the worldwide movement of air traffic, night and day, ADB’s solutions have been successfully deployed across 2000 civil and military airports and heliports globally today.

**AGL Design Services**

ADB custom designs solutions to meet each airport’s requirements. Services include site surveys to fully designing a project for a new AGL installation or modifying existing AGL infrastructure.

**A spectrum of high quality products**

ADB’s internationally certified product range of the latest safety solutions and management systems includes LED runway and taxiway lights, precision approach and landing systems, surface movement radars and microprocessor controlled constant current regulators and are imperative to ensure safety from landing to take off.

The company has the largest installed product base in the industry, successfully operating on all continents under various climate conditions.

ADB products include but are not limited to:

- Airfield Ground Lighting (AGL) whether incandescent, LED or solar
- AGL power equipment
- Airfield lighting control system (ALCS)
- Individual lamp control and monitoring system (ILCMS)
- A-SMGCS ground-movement control
- Solutions for preventing and alerting runway incursions

ADB also works with strong partners to offer complementary products such as poles and masts for approach lights, docking stations and photometry solutions.

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www.adb-airfieldsolutions.com
Contact: marketing@adb-air.com
System Engineering Services

ADB’s System Engineering capabilities bring the design to life and make sure the entire AGL solution - whether stand-alone or integrated with other third party systems - can be smoothly run and managed by air traffic controllers.

From day one of a project, a team of specialized engineers is available to support customers in all airport or heliport related lighting safety issues across all stages of:

- Design
- Installation and Supervision
- Commissioning
- Training

Services and Maintenance

ADB supports customers through the lifecycle of the lighting products and solutions providing round-the-clock technical support, ADB original spare parts support, AGL full service support, a one-stop-shop for all AGL infrastructure, upgrades and retrofits.

The benefits of working with ADB include improved operational performance and safety resulting from use of internationally certified equipment and systems, improved technical and operational competency of airport staff, high level maintenance procedures, lower maintenance costs and ongoing access to new technology and best practices in the industry.

Training

From design and installation to maintenance, ADB offers a comprehensive portfolio of training courses to improve and sustain the competence of airport staff. The courses are delivered either in ADB training centers or on the customer site. ADB can also assess the current competencies of airport support staff to design a personalized program that fulfills the required skill objectives.

Commitment to excellence

Christian Onselaere, CEO, ADB Airfield Solutions

ADB’s history dates back to 1920 when Adrien de Backer started manufacturing electrical resistors and transformers before moving into the business of theatre lights and control panels in 1925. In 1947 the company shifted its focus to airfield solutions by supplying and installing a visual guidance lighting system at the Belgian national airport. In 1951 ADB won a public tender for airfield ground lighting for NATO and shortly after, the company’s international expansion began. Over the last 65 years, ADB’s strong focus on technology, quality, processes and people, has resulted in and driven a series of innovations ranging from integrated light control systems to advanced surface movement ground control systems, the first LED airfield lights to runway incursion sensors. It is this approach that makes ADB a world leader in airfield ground lighting, with an innovative portfolio that sets the standards in safety, performance and quality.

ADB takes a holistic view to quality - an experienced and competent Quality Management team oversees the quality of processes and products within ADB, ensuring conformity at all stages from product design through servicing to exceed customer expectations.

ADB’s production sites as well as a majority of its suppliers and subcontractors are ISO 9001 certified. Company products either meet or exceed the requirements of the Federal Aviation Administration’s (FAA) Airport Lighting Equipment Certification Program, or the International Civil Aviation Organization’s (ICAO) Audit Program.

The company’s commitment to excellence is perhaps best illustrated in having the leading airports of the world as customers. These include London’s Heathrow and Manchester Airport in the United Kingdom, Charles de Gaulle in Paris, France, Orlando International Airport, Hartsfield-Jackson Atlanta International Airport, Chicago O’Hare International Airport in the United States to name a few.

A worldwide presence

ADB’s Global Headquarters in Zaventem, Belgium

ADB’s focus has always been to be close to its customers. The company has offices in Belgium (Zaventem), Brazil (Sao Paulo), Canada (Burlington), China (Tianjin and Beijing), Dubai, Qatar (Doha), France (Paris), Germany (Nürnberg), Italy (Castelmaggiore), Malaysia (Kuala Lumpur), Taiwan(Taipei), the United States (Columbus) South Africa (Rivonia, Johannesburg) and the United Kingdom (Coventry).

ADB has three production sites in Columbus (United States), Tianjin (China) and Zaventem (Belgium) and two engineering facilities in Columbus and Zaventem and employs close to 400 people across all these offices.

www.adb-airfieldsolutions.com
Contact: marketing@adb-air.com
Corporate Social Responsibility (CSR) Commitment - Towards Green Airports

ADB endeavours to build a strong global organization that focuses not only on growing its business, but also on providing sustainable solutions to the wider stakeholder community including shareholders, employees, residents and customers. As part of its strong commitment to sustainability, ‘green thinking’ is engrained in all of ADB’s business operations.

As airports place increasing importance on reducing their environmental impact, ADB’s green airport philosophy can assist with a spectrum of energy-efficient products and solutions. In fact, ADB has developed the industry’s first comprehensive, energy-efficient airfield ground lighting system that covers all lighting applications and power supply solutions from landing to gate. One of the principal technologies used to achieve these goals is LED lighting. LED fixtures reduce energy consumption and also enhance the performance, efficiency and safety of products. According to statistics, LED lights can reduce energy consumption by up to 90% when compared to traditional incandescent fixtures.

For airports looking to meet their sustainability goals, ADB also provides advisory services. Airports around the world can thus rely on ADB as an environmentally conscious partner who supports their efforts with high quality, energy-efficient products and solutions.
Who is ADB SAFEGATE?
ADB SAFEGATE is a leading provider of integrated airport solutions that boost efficiency, improve safety and environmental sustainability and reduce operational costs for airports, airlines and Air Navigation Service Providers (ANSPs). The company works with customers to identify performance bottlenecks and jointly solve them through integrated solutions that improve airport and airline performance. These solutions address every aspect from approach to departure - airport traffic handling and guidance, airfield lighting, tower-based traffic control systems, intelligent gate and docking automation, services and total airport management through advanced analytics.

ADB SAFEGATE employs more than 1,200 people across 45 nationalities in 35+ countries. We operate in more than 175 countries, serving more than 2,500 airports globally, from the busiest and largest such as Atlanta, Chicago, Beijing, Dubai, Heathrow, Charles De Gaulle, Frankfurt, Istanbul, New Delhi and Changi, to fast-growing airports across Asia and Africa. ADB SAFEGATE is a partner to the top 50 global airports.

Our Airfield Business
ADB SAFEGATE has been a significant innovative player in the airfield lighting sector since its establishment in 1947, offering an innovative portfolio and expertise which sets standards in safety, performance and quality. We have more products certified to FAA and ICAO standards and a larger installed base than any other airfield lighting manufacturer.

As a leader in airfield capacity enhancement and safety research, ADB SAFEGATE uses its extensive engineering expertise in the design, development, and manufacture of advanced airfield systems and airfield lighting products to ensure customer satisfaction. Many products have been designed, developed, manufactured and managed at our facility in Columbus, Ohio, and meet Buy American requirements.

More than two million LED lights supplied by ADB SAFEGATE currently illuminate over 750 airports around the world, delivering not only substantial energy savings – up to 80% - but also, reduced maintenance costs.
Our Airfield Products
We offer the most comprehensive product range compliant to world standards. Our full line of airfield lighting and control technology includes:

- Control and Monitoring Equipment
- Power Equipment
- In-Pavement Lighting
- Elevated Lighting
- Guidance Signs
- Approach Lighting
- Mounting Systems
- Wind Cones and Obstruction Lights
- Airport Cable, Connectors & Tools
- Airside Maintenance Service Tools

Our Service
Our ADB SAFEGATE service team provides customers with full service and support for all our airfield and gate products. We offer 24/7 technical support – a service technician or engineer is always available during standard business hours or on-call after hours in case of emergencies.

We also offer Service Level Agreements (SLAs) and Preventative Maintenance Agreements (PMAs) to provide airports with timely emergency support or scheduled maintenance visits. Every SLA and PMA package is fully customizable and designed for your airport’s individual needs. Call +1 614 861 1304 (U.S.) or +1 905 631 1597 (Canada) to learn more or check out our SLA and PMA brochure.

ADB SAFEGATE is one of the few airfield lighting suppliers that maintain emergency technical support after hours and on weekends via our toll-free number: +1 (800) 545-4157.

Our Strong Industry Partnerships
ADB SAFEGATE’s airfield business has teamed up with complementary airfield industry partners to expand our product offerings. In addition to our airfield ground lighting solutions, you can now benefit from a complete end-to-end solution with the addition of the following partners:

- EXEL Composites offers frangible masts and towers for airfield lighting. These extremely light yet rigid composite fiberglass structures include tiltable and non-tiltable poles, standard and extra tall lattice masts, and GP Towers.
- FB Technology offers a complete portfolio of photometric measurement solutions to ensure accurate and reliable measurement of Airfield Ground Lighting (AGL) and to aid AGL
maintenance with photometric calibration. By measuring the light intensity, these solutions ensure that AGL is compliant with guidelines specified by leading international aviation bodies.

- Musco Lighting offers LED high-mast lighting solutions for illuminating the gate area. Musco’s solution provides a cost-effective, energy-efficient and trouble-free lighting system that controls spill light and glare, resulting in improved visibility for pilots, ground crew, and air traffic control.

As we continue to partner with market leaders to truly become a complete provider, ADB SAFEGATE remains committed to innovation, quality, sustainability and superior customer service.

Our Recent Initiatives

- **ALIS Airside Maintenance** is our new digital airside asset registration, tracking and maintenance solution that helps airports easily register airside assets, electronically schedule and track maintenance, and record maintenance and inspection tasks in compliance with ICAO and FAA standards. Easy to implement and use, the cloud-based software enables a more reliable and fail-safe approach to asset tracking and maintenance by always using live field data and eliminating inefficiencies caused by human error.

- With the new **RELIANCE Power ACE3**, ADB SAFEGATE’s latest distributed control and monitoring solution, you’ll benefit from better performance, easier maintenance, and more functionality than previously distributed control products. First introduced in 1998, ADB SAFEGATE’s third generation of ACE Advanced Control Equipment has been redesigned to include all the distributed control and monitoring functionality currently available in the market while incorporating the most innovative technology to improve overall functionality. It raises the bar with a simple, intuitive user interface, enhanced communication options and increased input/output expandability.

- Our **second-generation LED REIL** is our most energy-efficient, most durable, and most versatile design yet. It’s the first LED REIL on the market to use a PAR-56 flash head for styles A and E providing greater flexibility during installation. The new design also has fewer components, yielding increased stability and reliability and fewer spare parts to maintain. We’ve further improved the efficiency of the LED REIL by reducing the number of LEDs in the flash head and enhancing the internal design. These new units provide up to 90% energy savings compared to xenon flash lamp REILs to reduce the overall demand on airport power systems and overall utility costs.

- Our Flat Rate Repair program applies to all standard LED inset fixtures manufactured in our Columbus, Ohio Plant, excluding our ADLP line. We’re offering customers fixed pricing to refurbish their old LED fixtures if the top cover is in good condition. When a fixture is returned, the top cover is cleaned and sandblasted. The fixture is rebuilt using all the latest product updates to meet industry standard requirements, including photometric output. The fixture will be given a new serial number, a new part number indicating the fixture has been refurbished and a new label. Everything except the top cover is brand new.
Coming soon – Our new small frame constant current regulators (CCRs) will save vault space and standardize enclosure sizes across our thyristor and ferroresonant CCR models offering more uniformity. The new frames may be stacked with common hardware in a minimum amount of time.

Coming soon – We're taking our Training Academy online! Ever since we've been offering our in-person engineering and maintenance seminars, both ADB SAFEGATE trainers and the attendees have wanted an online training option. And, while this has been part of our plan for a while, the pandemic this year accelerated the development of our online training program: the ADB SAFEGATE Training Academy® Learning Portal.

Why you should choose ADB SAFEGATE
Because we're not content to rely on our past achievements. We continue striving for new ways to improve to provide you with the best product offering and service we can. If it's not our area of expertise we're willing to search out partnerships that will make us stronger and fulfill our customers' needs. And, as always, we remain committed to innovation, quality, sustainability and superior customer service.

ADB SAFEGATE's strengths

<table>
<thead>
<tr>
<th>The right focus, on</th>
<th>Innovation in its DNA</th>
<th>Experts worldwide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td>100+ R&amp;D professionals</td>
<td>1200+ highly skilled &amp; experienced workforce</td>
</tr>
<tr>
<td>Efficiency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sustainability, &amp;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unique perspective</th>
<th>Close to customers</th>
<th>Strong, complete offering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data-driven approach to airport movements from approach to departure</td>
<td>Have local offices in 35+ countries</td>
<td>From airside, tower &amp; gate, to data-driven integration &amp; services</td>
</tr>
</tbody>
</table>
GUIDANCE SIGNS
AGSF-L
FAA LED Light Bar Airfield Guidance Sign

Compliance with Standards

FAA: L-858Y(L), L-858R(L), L-858L(L) and L-858R(L) AC 150/5345-44 (Current Edition) and the FAA Engineering Brief No. 67. ETL Certified.

Uses

FAA L-858Y(L)
Direction, Destination, and Boundary (Informational Sign)

FAA L-858R(L)
Mandatory Sign

FAA L-858L(L)
Runway/Taxiway Location Sign: These signs are designed to guide pilots to a particular point on the field, identify holding positions, identify taxiway and runway intersections, and prohibit aircraft entry into designated areas.

FAA L-858B(L)
Runway Distance Remaining Sign: The L-858B is used at 1,000-foot intervals adjacent to the runway edge in order to provide runway distance remaining information to pilots during takeoff and landing operations.

Construction

Corrosion-resistant sign construction requires minimal maintenance.

- Aluminum housing
- Acrylic sign legend panels
- Stainless steel hardware
- Retroreflective sheeting
- Translucent plastic panel dividers used between multi-module legend panels

Operating Conditions

Temperature -40°F to +131°F (-40 °C to +55 °C)
Humidity 0 to 100%
Wind
- ADB Safegate Mode 2 signs withstand wind velocities up to 225 mph
- ADB Safegate Mode 3 signs withstand wind velocities up to 327 mph

Features

- Unique LED Light Bar design maximizes energy efficiency
- Available Battery Tester provides for quick and easy testing of individual LED Light Bars
- Electrical design uses a minimal number of components which maximizes sign MTBF and greatly simplifies troubleshooting efforts.
- Virtually eliminates runway and taxiway shutdowns due to long-lasting LED light source
- Direct replacement for existing sign
- Creates a highly uniform distribution of light, eliminating hot spots and shadows
- Operates on ferroresonant or thyristor CCRs that are designed in compliance with FAA or IEC requirements
- Operates on all steps of a 3-step or 5-step CCR and on a 5.5 A CCR.
- Eliminates re-lamping expenses and reduces on-going maintenance costs
- Improved safety — low, regulated DC voltage inside sign
- Rugged lightning protection that complies with ANSI/IEEE C62.41-1991 Location Category C2 given in FAA Eng. Brief 67. Category C2 is defined as a 1.2/50µS – 8/20 µS combination wave, with a peak voltage of 10,000 Volts and a peak current of 5,000 A.

Sign Legends

<table>
<thead>
<tr>
<th>Type</th>
<th>Purpose</th>
<th>Legend Color</th>
<th>Background Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>L-858Y</td>
<td>Direction, Destination &amp; Boundary</td>
<td>Black</td>
<td>Yellow</td>
</tr>
<tr>
<td>L-858R</td>
<td>Mandatory Sign</td>
<td>White with Black Outline</td>
<td>Red</td>
</tr>
<tr>
<td>L-858L</td>
<td>Runway/Taxiway Location</td>
<td>Yellow</td>
<td>Black</td>
</tr>
<tr>
<td>L-858B</td>
<td>Runway Distance Remaining</td>
<td>White</td>
<td>Black</td>
</tr>
</tbody>
</table>

Electrical Supply

Signs are internally lighted and are connected to a series circuit using the appropriately-sized 50 or 60 Hz L-830/L-831 isolation transformer.
GUIDANCE SIGNS

AGSF-L

Packaging Data
Signs are shipped with L-823 cord set(s), frangible couplings, and floor flanges – ready for installation.

<table>
<thead>
<tr>
<th>Description</th>
<th>Gross Weight¹</th>
<th>Carton Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Weight¹</td>
<td>(lb)</td>
<td>(kg)</td>
</tr>
<tr>
<td>Size 1, Module 1</td>
<td>46</td>
<td>21</td>
</tr>
<tr>
<td>Size 1, Module 2</td>
<td>78</td>
<td>35</td>
</tr>
<tr>
<td>Size 1, Module 3</td>
<td>115</td>
<td>52</td>
</tr>
<tr>
<td>Size 1, Module 4</td>
<td>169</td>
<td>77</td>
</tr>
<tr>
<td>Size 2, Module 1</td>
<td>71</td>
<td>32</td>
</tr>
<tr>
<td>Size 2, Module 2</td>
<td>104</td>
<td>47</td>
</tr>
<tr>
<td>Size 2, Module 3</td>
<td>153</td>
<td>70</td>
</tr>
<tr>
<td>Size 2, Module 4</td>
<td>220 ²</td>
<td>100 ²</td>
</tr>
<tr>
<td>Size 3, Module 1</td>
<td>81</td>
<td>37</td>
</tr>
<tr>
<td>Size 3, Module 2</td>
<td>131</td>
<td>60</td>
</tr>
<tr>
<td>Size 3, Module 3</td>
<td>199</td>
<td>90</td>
</tr>
<tr>
<td>Size 3, Module 4</td>
<td>252</td>
<td>114</td>
</tr>
<tr>
<td>Size 4, Module 1</td>
<td>122</td>
<td>56</td>
</tr>
<tr>
<td>Size 5, Module 1</td>
<td>81</td>
<td>37</td>
</tr>
</tbody>
</table>

Notes
¹ Estimated weight
² Weights listed are for halogen signs. Contact ADB SafeGate for high wind speed sign weights.

Sign Load & Transformer Requirements
In the table to the right, the number for the total VA load imposed on the CCR represents the actual load imposed on the regulator and accounts for power factor and load imposed by the transformer.

<table>
<thead>
<tr>
<th>Sign Size</th>
<th>No. of Modules</th>
<th>Transformer</th>
<th>Power Factor</th>
<th>Volt Amp VA Load</th>
</tr>
</thead>
<tbody>
<tr>
<td>Style 2, 3-Step LED Signs (4.8 - 6.6 A)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>65 W</td>
<td>0.83</td>
<td>85</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>65 W</td>
<td>0.83</td>
<td>85</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
<td>100 W</td>
<td>0.88</td>
<td>95</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>100 W</td>
<td>0.88</td>
<td>95</td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>100 W</td>
<td>0.91</td>
<td>95</td>
</tr>
<tr>
<td>2</td>
<td>4</td>
<td>100 W</td>
<td>0.91</td>
<td>95</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>100 W</td>
<td>0.91</td>
<td>100</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>100 W</td>
<td>0.83</td>
<td>95</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>100 W</td>
<td>0.83</td>
<td>95</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>100 W</td>
<td>0.84</td>
<td>95</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>100 W</td>
<td>0.83</td>
<td>95</td>
</tr>
</tbody>
</table>

Style 3, 5-Step LED Signs (2.8 - 6.6 A) | | | | |
| 1 | 1 | 100 W | 0.88 | 75 |
| 2 | 2 | 150 W | 0.88 | 95 |
| 1 | 4 | 150 W | 0.88 | 95 |
| 2 | 2 | 150 W | 0.90 | 100 |
| 3 | 3 | 150 W | 0.83 | 95 |
| 3 | 4 | 150 W | 0.85 | 100 |
| 4 | 1 | 150 W | 0.88 | 95 |
| 5 | 1 | 150 W | 0.83 | 95 |

Style 5, Single-Step LED Signs (5.5 A) | | | | |
| 1 | 1 | 65 W | 0.84 | 75 |
| 1 | 2 | 65 W | 0.84 | 85 |
| 1 | 3 | 100 W | 0.88 | 85 |
| 1 | 4 | 100 W | 0.88 | 95 |
| 2 | 1 | 65 W | 0.92 | 75 |
| 2 | 2 | 100 W | 0.89 | 85 |
| 2 | 3 | 100 W | 0.90 | 100 |
| 2 | 4 | 100 W | 0.90 | 100 |
| 3 | 1 | 65 W | 0.84 | 85 |
| 3 | 3 | 100 W | 0.88 | 95 |
| 3 | 4 | 100 W | 0.92 | 100 |
| 4 | 1 | 65 W | 0.83 | 85 |
| 5 | 1 | 65 W | 0.92 | 85 |
L-858 Sign LED Retrofit Kits for ADB Safegate Signs

Application
A retrofit kit is available to convert any existing ADB Safegate tungsten-halogen or fluorescent sign to an LED light source. The same retrofit kit can be used to convert signs using LED light tubes (Part No. 48A0408 and 48A0409) to the new LED light bar design. The kit is available for all FAA Types: L-858Y, L-858R, L-858I, and L-858B; all Sizes: Size 1 through 5; and all module lengths: up to 4 modules. Retrofitting a sign is fast and easy. It typically takes 20 minutes to retrofit a 2-module sign. The retrofit process converts the sign to the same type as an existing ADB Safegate ETL-Certified sign.

Reduced Maintenance costs
An LED sign virtually eliminates runway and taxiway shutdowns due to the long life LED light source. It eliminates re-lamping expenses and reduces on-going maintenance costs. The LED optical design also creates a highly uniform distribution of light, eliminating hot spots and shadows. Also, the sign provides for improved safety because there is only a low, regulated DC voltage inside sign.

Energy savings
An LED sign provides greatly reduced energy consumption compared to existing types of signs. See chart below for more information.

LED and Halogen Sign Comparison Table

<table>
<thead>
<tr>
<th>Sign Size</th>
<th>Style</th>
<th>No. of Modules</th>
<th>Isolation Transformer Size Required</th>
<th>LED Max. CCR VA Load</th>
<th>Tungsten Halogen Max CCR VA Load</th>
<th>Energy Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>2, 3</td>
<td>Style 2</td>
<td>3</td>
<td>500 W for T-H 100 W for LED</td>
<td>100</td>
<td>340</td>
<td>71%</td>
</tr>
<tr>
<td>1</td>
<td>Style 3</td>
<td>4</td>
<td>500 W for T-H 150 W for LED</td>
<td>100</td>
<td>233</td>
<td>57%</td>
</tr>
</tbody>
</table>

Notes
1. CCR Load includes both sign and isolation transformer load.

The LED sign operates on ferroresonant or thyristor CCRs that are designed in compliance with FAA requirements. The sign electronics are designed to operate on 3-step, 5-step and 5.5 A dedicated series circuits.

See chart on previous page for sign loading and optimum sign transformer size. Note that the existing larger size transformer, if present, can be reused. Ask for Service Bulletin ALN158 for details on how to retrofit the sign.

LED Sign Retrofit Kit

94A0628 - X X 0

Size
1 = Size 1
2 = Size 2
3 = Size 3
4 = Size 4
5 = Size 5

Number of Modules
1 = 1 module
2 = 2 modules
3 = 3 modules
4 = 4 modules
# GUIDANCE SIGNS

## AGSF-L

### Dimensions

<table>
<thead>
<tr>
<th>Type</th>
<th>Sign Size No.</th>
<th>Sign Face Height in (cm)</th>
<th>Legend Height in (cm)</th>
<th>Sign Style No.</th>
<th>Sign Class No.</th>
<th>Overall Mounting Height in (cm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>L-85BY/R/L</td>
<td>1</td>
<td>18</td>
<td>12</td>
<td>2,3,5</td>
<td>1,2</td>
<td>29.7</td>
</tr>
<tr>
<td></td>
<td>1 (45.7)</td>
<td>(30.5)</td>
<td>2,3,5</td>
<td>1,2</td>
<td>(75.5)</td>
<td></td>
</tr>
<tr>
<td>L-85BY/R/L</td>
<td>2</td>
<td>24</td>
<td>15</td>
<td>2,3,5</td>
<td>1,2</td>
<td>35.7</td>
</tr>
<tr>
<td></td>
<td>2 (61)</td>
<td>(38.1)</td>
<td>2,3,5</td>
<td>1,2</td>
<td>(90.8)</td>
<td></td>
</tr>
<tr>
<td>L-85BY/R/L</td>
<td>3</td>
<td>30</td>
<td>18</td>
<td>2,3,5</td>
<td>1,2</td>
<td>41.7</td>
</tr>
<tr>
<td></td>
<td>3 (76.2)</td>
<td>(45.7)</td>
<td>2,3,5</td>
<td>1,2</td>
<td>(106)</td>
<td></td>
</tr>
<tr>
<td>L-85BB</td>
<td>4</td>
<td>48</td>
<td>40</td>
<td>2,3,5</td>
<td>1,2</td>
<td>58.2</td>
</tr>
<tr>
<td></td>
<td>4 (122)</td>
<td>(101.6)</td>
<td>2,3,5</td>
<td>1,2</td>
<td>(147.8)</td>
<td></td>
</tr>
<tr>
<td>L-85BB</td>
<td>5</td>
<td>30</td>
<td>25</td>
<td>2,3,5</td>
<td>1,2</td>
<td>41.7</td>
</tr>
<tr>
<td></td>
<td>5 (76.2)</td>
<td>(63.5)</td>
<td>2,3,5</td>
<td>1,2</td>
<td>(106)</td>
<td></td>
</tr>
</tbody>
</table>

### Sign Lengths - Inches (Centimeters)

<table>
<thead>
<tr>
<th>Size No.</th>
<th>1 Module</th>
<th>2 Module</th>
<th>3 Module</th>
<th>4 Module</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>29.4 (75)</td>
<td>58.6 (149)</td>
<td>87.9 (223)</td>
<td>117.2 (298)</td>
</tr>
<tr>
<td>2</td>
<td>35.9 (91)</td>
<td>71.6 (182)</td>
<td>107.4 (273)</td>
<td>143.2 (364)</td>
</tr>
<tr>
<td>3</td>
<td>42.4 (108)</td>
<td>84.6 (215)</td>
<td>126.9 (323)</td>
<td>169.2 (430)</td>
</tr>
<tr>
<td>4</td>
<td>47.9 (122)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>5</td>
<td>42.4 (108)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Note:**
- Sign depth is 9.39 in (23.85 cm).
- See our website for additional dimension and installation information.
GUIDANCE SIGNS
AGSF-L

Ordering Code
S X X X - X X X 3 X 0

Lamp Type
R = LED
S = LED High Wind

Sign Size
1 = Size 1
2 = Size 2
3 = Size 3
4 = Size 4
5 = Size 5

Module
1 = 1 Module
2 = 2 Module
3 = 3 Module
4 = 4 Module

Style
7 = LED Style 2, Style 3, and Style 5
A = APS

Face
1 = Single
2 = Double

Total Number of Panels
X = To be determined by the ADB Safegate Sales Department based on legend and module configurations.
3

Power
1 = Power through leg with ON/OFF switch
2 = Power through leg with ON/OFF switch
3 = Power through side with ON/OFF switch
4 = Power through side with ON/OFF switch
5 = Customer-provided entry with ON/OFF switch
6 = Customer-provided entry with ON/OFF switch
7 = Power through bottom with ON/OFF switch
A = Power through bottom with ON/OFF switch

Tether
0 = No tether
1 = One tether on one end of sign
2 = Two tethers, one on each end
3 = One tether per leg

Notes
- Customer to provide legend information and power connection side. It is important to match power cord exit location with legend side.
- Use high wind signs in those locations where actual wind speed exceeds FAA specifications (Mode 3). High wind signs tested to a minimum wind load of 327 mph as recommended by FAA technical paper DOT/FAA/AR-TN00/32: Evaluation of Wind—Loading on Airport Signs. High wind signs require four anchor bolts per floor flange except Size 1, which uses the standard 2-bolt foot.
- Cord set coiled up inside. Customer provides entry hole.
- Not ETL Certified.

LED Light Engine Tester 44A7264-1
Battery-powered tester is used during maintenance activities to separately test a single LED light bar. Uses four size D batteries and outputs 350 mA. Output is activated using a momentary switch.

Note: Tester can also be used on all ADB Safegate SB-type LED signs.

Legend Panel Replacement 44A6084 - X X X X
Size
1 = Size 1
2 = Size 2
3 = Size 3 and 5
4 = Size 4

Number of Modules
1 = 1 module
2 = 2 modules

Panel Type
1 = With legend (retroreflective)
2 = Black

Sign Type
0 = Standard
1 = Hi-Wind

Legend Panel Divider 44A6173 - X X X
Size
1 = Size 1
2 = Size 2
3 = Size 3 and 5

Paint Coverage
A = Solid (black only)
C = Clear (paint top only)

Paint Color
R = Red
Y = Yellow
B = Black

Note:
- For option A (solid), customer must select option B (black). Option C (clear) can be paired with either red or yellow.

www.adbsafegate.com

Product specifications may be subject to change, and specifications listed here are not binding. Confirm current specifications at time of order.

3006 Rev. Q - Manual No. 96A0455
Powering Your Airport Performance from Approach to Departure

adbsafegate.com
L-858(L) / AGSF-L - LED Airfield Guidance Sign
FAA

User Manual

96A0455, Rev. G, 2020/09/18
A.0 Disclaimer / Standard Warranty

CE certification

The equipment listed as CE certified means that the product complies with the essential requirements concerning safety and hygiene. The European directives that have been taken into consideration in the design are available on written request to ADB SAFEGATE.

ETL certification

The equipment listed as ETL certified means that the product complies with the essential requirements concerning safety and FAA Airfield regulations. The FAA directives that have been taken into consideration in the design are available on written request to ADB SAFEGATE.

All Products Guarantee

ADB SAFEGATE will correct by repair or replacement per the applicable guarantee above, at its option, equipment or parts which fail because of mechanical, electrical or physical defects, provided that the goods have been properly handled and stored prior to installation, properly installed and properly operated after installation, and provided further that Buyer gives ADB SAFEGATE written notice of such defects after delivery of the goods to Buyer. Refer to the Safety section for more information on Material Handling Precautions and Storage precautions that must be followed.

ADB SAFEGATE reserves the right to examine goods upon which a claim is made. Said goods must be presented in the same condition as when the defect therein was discovered. ADB SAFEGATE furthers reserves the right to require the return of such goods to establish any claim.

ADB SAFEGATE's obligation under this guarantee is limited to making repair or replacement within a reasonable time after receipt of such written notice and does not include any other costs such as the cost of removal of defective part, installation of repaired product, labor or consequential damages of any kind, the exclusive remedy being to require such new parts to be furnished.

ADB SAFEGATE's liability under no circumstances will exceed the contract price of goods claimed to be defective. Any returns under this guarantee are to be on a transportation charges prepaid basis. For products not manufactured by, but sold by ADB SAFEGATE, warranty is limited to that extended by the original manufacturer. This is ADB SAFEGATE's sole guarantee and warranty with respect to the goods; there are no express warranties or warranties of fitness for any particular purpose or any implied warranties of fitness for any particular purpose or any implied warranties other than those made expressly herein. All such warranties being expressly disclaimed.

Standard Products Guarantee

Products of ADB SAFEGATE manufacture are guaranteed against mechanical, electrical, and physical defects (excluding lamps) which may occur during proper and normal use for a period of two years from the date of ex-works delivery, and are guaranteed to be merchantable and fit for the ordinary purposes for which such products are made.

Note

See your sales order contract for a complete warranty description.

FAA Certified product installed in the United States and purchased or funded with monies through the Airport Improvement Program (AIP) installations guarantee

ADB SAFEGATE L858 Airfield Guidance Signs are warranted against mechanical and physical defects in design or manufacture for a period of 2 years from date of installation, per FAA AC 150/5345-44 (applicable edition).

ADB SAFEGATE L858(L) Airfield Guidance Signs are warranted against electrical defects in design or manufacture of the LED or LED specific circuitry for a period of 4 years from date of installation, per FAA EB67 (applicable edition).

ADB SAFEGATE LED light fixtures (with the exception of obstruction lighting) are warranted against electrical defects in design or manufacture of the LED or LED specific circuitry for a period of 4 years from date of installation, per FAA EB67 (applicable edition).
Note
See your sales order contract for a complete warranty description.

Liability

WARNING
Use of the equipment in ways other than described in the catalog leaflet and the manual may result in personal injury, death, or property and equipment damage. Use this equipment only as described in the manual.

ADB SAFEGATE cannot be held responsible for injuries or damages resulting from non-standard, unintended uses of its equipment. The equipment is designed and intended only for the purpose described in the manual. Uses not described in the manual are considered unintended uses and may result in serious personal injury, death or property damage.

Unintended uses, includes the following actions:

- Making changes to equipment that have not been recommended or described in this manual or using parts that are not genuine ADB SAFEGATE replacement parts or accessories.
- Failing to make sure that auxiliary equipment complies with approval agency requirements, local codes, and all applicable safety standards if not in contradiction with the general rules.
- Using materials or auxiliary equipment that are inappropriate or incompatible with your ADB SAFEGATE equipment.
- Allowing unskilled personnel to perform any task on or with the equipment.

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1.0 Safety

Introduction to Safety

This section contains general safety instructions for installing and using ADB SAFEGATE equipment. Some safety instructions may not apply to the equipment in this manual. Task- and equipment-specific warnings are included in other sections of this manual where appropriate.

1.1 Safety Messages

HAZARD Icons used in the manual

For all HAZARD symbols in use, see the Safety section. All symbols must comply with ISO and ANSI standards.

Carefully read and observe all safety instructions in this manual, which alert you to safety hazards and conditions that may result in personal injury, death or property and equipment damage and are accompanied by the symbol shown below.

<table>
<thead>
<tr>
<th>Icon</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="warning_icon.png" alt="Warning" /></td>
<td>FAILURE TO OBSERVE A WARNING MAY RESULT IN PERSONAL INJURY, DEATH OR EQUIPMENT DAMAGE.</td>
</tr>
<tr>
<td><img src="danger_icon.png" alt="Danger" /></td>
<td>DANGER - RISK OF ELECTRICAL SHOCK OR ARC FLASH. DISCONNECT EQUIPMENT FROM LINE VOLTAGE. FAILURE TO OBSERVE THIS WARNING MAY RESULT IN PERSONAL INJURY, DEATH, OR EQUIPMENT DAMAGE. ARC FLASH MAY CAUSE BLINDNESS, SEVERE BURNS OR DEATH.</td>
</tr>
<tr>
<td><img src="warning_icon.png" alt="Warning" /></td>
<td>WARNING - WEAR PERSONAL PROTECTIVE EQUIPMENT. FAILURE TO OBSERVE MAY RESULT IN SERIOUS INJURY.</td>
</tr>
<tr>
<td><img src="warning_icon.png" alt="Warning" /></td>
<td>WARNING - DO NOT TOUCH. FAILURE TO OBSERVE THIS WARNING MAY RESULT IN PERSONAL INJURY, DEATH, OR EQUIPMENT DAMAGE.</td>
</tr>
<tr>
<td><img src="caution_icon.png" alt="Caution" /></td>
<td>CAUTION. FAILURE TO OBSERVE A CAUTION MAY RESULT IN EQUIPMENT DAMAGE.</td>
</tr>
</tbody>
</table>

Qualified Personnel

Important Information

The term qualified personnel is defined here as individuals who thoroughly understand the equipment and its safe operation, maintenance and repair. Qualified personnel are physically capable of performing the required tasks, familiar with all relevant safety rules and regulations and have been trained to safely install, operate, maintain and repair the equipment. It is the responsibility of the company operating this equipment to ensure that its personnel meet these requirements.

Always use required personal protective equipment (PPE) and follow safe electrical work practice.
1.1.1 Introduction to Safety

CAUTION

Unsafe Equipment Use
This equipment may contain electrostatic devices, hazardous voltages and sharp edges on components
- Read installation instructions in their entirety before starting installation.
- Become familiar with the general safety instructions in this section of the manual before installing, operating, maintaining or repairing this equipment.
- Read and carefully follow the instructions throughout this manual for performing specific tasks and working with specific equipment.
- Make this manual available to personnel installing, operating, maintaining or repairing this equipment.
- Follow all applicable safety procedures required by your company, industry standards and government or other regulatory agencies.
- Install all electrical connections to local code.
- Use only electrical wire of sufficient gauge and insulation to handle the rated current demand. All wiring must meet local codes.
- Route electrical wiring along a protected path. Make sure they will not be damaged by moving equipment.
- Protect components from damage, wear, and harsh environment conditions.
- Allow ample room for maintenance, panel accessibility, and cover removal.
- Protect equipment with safety devices as specified by applicable safety regulations
- If safety devices must be removed for installation, install them immediately after the work is completed and check them for proper functioning prior to returning power to the circuit.

Failure to follow this instruction can result in serious injury or equipment damage

Additional Reference Materials

Important Information
- IEC - International Standards and Conformity Assessment for all electrical, electronic and related technologies.
- IEC 60364 - Electrical Installations in Buildings.
- Maintenance personnel must refer to the maintenance procedure described in the ICAO Airport Services Manual, Part 9.
- National and local electrical codes and standards.

1.1.2 Intended Use

CAUTION

Use this equipment as intended by the manufacturer
This equipment is designed to perform a specific function, do not use this equipment for other purposes
- Using this equipment in ways other than described in this manual may result in personal injury, death or property and equipment damage. Use this equipment only as described in this manual.

Failure to follow this instruction can result in serious injury or equipment damage
1.1.3 Material Handling Precautions: Storage

CAUTION

Improper Storage
Store this equipment properly
- If equipment is to be stored prior to installation, it must be protected from the weather and kept free of condensation and dust.

Failure to follow this instruction can result in equipment damage

1.1.4 Material Handling: Heavy Equipment

DANGER

Unstable load
Use caution when moving heavy equipment
- Use extreme care when moving heavy equipment.
- Verify that the moving equipment is rated to handle the weight.
- When removing equipment from a shipping pallet, carefully balance and secure it using a safety strap.

Failure to follow this instruction can result in death, serious injury, or equipment damage

1.1.5 Operation Safety

CAUTION

Improper Operation
Do Not Operate this equipment other than as specified by the manufacturer
- Only qualified personnel, physically capable of operating the equipment and with no impairments in their judgment or reaction times, should operate this equipment.
- Read all system component manuals before operating this equipment. A thorough understanding of system components and their operation will help you operate the system safely and efficiently.
- Before starting this equipment, check all safety interlocks, fire-detection systems, and protective devices such as panels and covers. Make sure all devices are fully functional. Do not operate the system if these devices are not working properly. Do not deactivate or bypass automatic safety interlocks or locked-out electrical disconnects or pneumatic valves.
- Protect equipment with safety devices as specified by applicable safety regulations.
- If safety devices must be removed for installation, install them immediately after the work is completed and check them for proper functioning.
- Route electrical wiring along a protected path. Make sure they will not be damaged by moving equipment.
- Never operate equipment with a known malfunction.
- Do not attempt to operate or service electrical equipment if standing water is present.
- Use this equipment only in the environments for which it is rated. Do not operate this equipment in humid, flammable, or explosive environments unless it has been rated for safe operation in these environments.
- Never touch exposed electrical connections on equipment while the power is ON.

Failure to follow these instructions can result in equipment damage
1.1.6 Maintenance Safety

**DANGER**

**Electric Shock Hazard**
This equipment may contain electrostatic devices

- Do not operate a system that contains malfunctioning components. If a component malfunctions, turn the system OFF immediately.
- Disconnect and lock out electrical power.
- Allow only qualified personnel to make repairs. Repair or replace the malfunctioning component according to instructions provided in its manual.

_Failure to follow these instructions can result in death or equipment damage_

1.1.7 Material Handling Precautions, ESD

**CAUTION**

**Electrostatic Sensitive Devices**
This equipment may contain electrostatic devices

- Protect from electrostatic discharge.
- Electronic modules and components should be touched only when this is unavoidable e.g. soldering, replacement.
- Before touching any component of the cabinet you shall bring your body to the same potential as the cabinet by touching a conductive earthed part of the cabinet.
- Electronic modules or components must not be brought in contact with highly insulating materials such as plastic sheets, synthetic fiber clothing. They must be laid down on conductive surfaces.
- The tip of the soldering iron must be grounded.
- Electronic modules and components must be stored and transported in conductive packing.

_Failure to follow this instruction can result in equipment damage_
1.1.8 Arc Flash and Electric Shock Hazard

**DANGER**

**Series Circuits have Hazardous Voltages**
This equipment produces high voltages to maintain the specified current - Do NOT Disconnect while energized.

- Allow only qualified personnel to perform maintenance, troubleshooting, and repair tasks.
- Only persons who are properly trained and familiar with ADB SAFEGATE equipment are permitted to service this equipment.
- An open airfield current circuit is capable of generating > 5000 Vac and may appear OFF to a meter.
- Never unplug a device from a constant current circuit while it is operating; Arc flash may result.
- Disconnect and lock out electrical power.
- Always use safety devices when working on this equipment.
- Follow the recommended maintenance procedures in the product manuals.
- Do not service or adjust any equipment unless another person trained in first aid and CPR is present.
- Connect all disconnected equipment ground cables and wires after servicing equipment. Ground all conductive equipment.
- Use only approved ADB SAFEGATE replacement parts. Using unapproved parts or making unapproved modifications to equipment may void agency approvals and create safety hazards.
- Check the interlock systems periodically to ensure their effectiveness.
- Do not attempt to service electrical equipment if standing water is present. Use caution when servicing electrical equipment in a high-humidity environment.
- Use tools with insulated handles when working with airfield electrical equipment.

*Failure to follow these instructions can result in death or equipment damage*
2.0 Introduction

The L-858(L) / AGSF-L LED signs, designed for the FAA market, virtually eliminate runway shutdowns due to the longevity of the LED light source. They are direct replacements for existing signs, and they create a highly uniform distribution of light, eliminating hot spots and shadows. They can be powered from either a ferroresonant or thyristor type CCR and operate on 3-step, 5-step and 5.5A series circuits.

2.1 FAA LED Light Bar Airfield Guidance Sign

Compliance with Standards

| FAA:          | L-858YL(L), L-858RL(L), L-858LL(L) and L-858BL(L) AC 150/5345-44 (Current Edition) and the FAA Engineering Brief No. 67. ETL Certified. |

Uses

- **FAA L-858YL(L)** Direction, Destination, and Boundary (Informational Sign)
- **FAA L-858RL(L)** Mandatory Sign
- **FAA L-858LL(L)** Runway/Taxiway Location Sign: These signs are designed to guide pilots to a particular point on the field, identify holding positions, identify taxiway and runway intersections, and prohibit aircraft entry into designated areas.
- **FAA L-858BL(L)** Runway Distance Remaining Sign: The L-8588 is used at 1,000-foot intervals adjacent to the runway edge in order to provide runway distance remaining information to pilots during takeoff and landing operations.

Construction

Corrosion-resistant sign construction requires minimal maintenance.

- Aluminum housing
- Acrylic sign legend panels
- Stainless steel hardware
- Retroreflective sheeting
- Translucent plastic panel dividers used between multi-module legend panels
Operating Conditions

- Temperature: -40 °F to +131 °F (-40 °C to +55 °C)
- Humidity: 0 to 100%
- Wind:
  - ADB Safegate Mode 2 signs withstand wind velocities up to 225 mph
  - ADB Safegate Mode 3 signs withstand wind velocities up to 327 mph

Sign Legends

<table>
<thead>
<tr>
<th>Type</th>
<th>Purpose</th>
<th>Legend Color</th>
<th>Background Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>L-858Y</td>
<td>Direction, Destination &amp; Boundary</td>
<td>Black</td>
<td>Yellow</td>
</tr>
<tr>
<td>L-858R</td>
<td>Mandatory Sign</td>
<td>White with Black Outline</td>
<td>Red</td>
</tr>
<tr>
<td>L-858L</td>
<td>Runway/Taxiway Location</td>
<td>Yellow</td>
<td>Black</td>
</tr>
<tr>
<td>L-858B</td>
<td>Runway Distance Remaining</td>
<td>White</td>
<td>Black</td>
</tr>
</tbody>
</table>

Electrical Supply

Signs are internally lighted and are connected to a series circuit using the appropriately-sized 50 or 60 Hz L-830/L-831 isolation transformer.

Packaging Data

Signs are shipped with L-823 cord set(s), frangible couplings, and floor flanges—ready for installation.

<table>
<thead>
<tr>
<th>Description</th>
<th>Gross Weight¹</th>
<th>Carton Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(lb)</td>
<td>(kg)</td>
</tr>
<tr>
<td>Size 1, Module 1</td>
<td>46</td>
<td>21</td>
</tr>
<tr>
<td>Size 1, Module 2</td>
<td>78</td>
<td>35</td>
</tr>
<tr>
<td>Size 1, Module 3</td>
<td>115</td>
<td>52</td>
</tr>
<tr>
<td>Size 1, Module 4</td>
<td>169</td>
<td>77</td>
</tr>
<tr>
<td>Size 2, Module 1</td>
<td>71</td>
<td>32</td>
</tr>
<tr>
<td>Size 2, Module 2</td>
<td>104</td>
<td>47</td>
</tr>
<tr>
<td>Size 2, Module 3</td>
<td>153</td>
<td>70</td>
</tr>
<tr>
<td>Size 2, Module 4</td>
<td>220 ²</td>
<td>100 ²</td>
</tr>
<tr>
<td>Size 3, Module 1</td>
<td>81</td>
<td>37</td>
</tr>
<tr>
<td>Size 3, Module 2</td>
<td>131</td>
<td>60</td>
</tr>
<tr>
<td>Size 3, Module 3</td>
<td>199</td>
<td>90</td>
</tr>
<tr>
<td>Size 3, Module 4</td>
<td>252</td>
<td>114</td>
</tr>
<tr>
<td>Size 4, Module 1</td>
<td>122</td>
<td>56</td>
</tr>
<tr>
<td>Size 5, Module 1</td>
<td>81</td>
<td>37</td>
</tr>
</tbody>
</table>

Notes

¹ Estimated weight
² Weights listed are for halogen signs. Contact ADB Safegate for high wind speed sign weights.
Sign Load & Transformer Requirements

In the table to the right, the number for the total VA load imposed on the CCR represents the actual load imposed on the regulator and accounts for power factor and load imposed by the transformer.

<table>
<thead>
<tr>
<th>Sign Size</th>
<th>No. of Modules</th>
<th>Transformer</th>
<th>Power Factor</th>
<th>Volt Amp VA Load</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Style 2, 3-Step LED Signs (4.8 - 6.6 A)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>65 W</td>
<td>0.83</td>
<td>85</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>100 W</td>
<td>0.83</td>
<td>95</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
<td>100 W</td>
<td>0.88</td>
<td>95</td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>100 W</td>
<td>0.91</td>
<td>95</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>65 W</td>
<td>0.88</td>
<td>90</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>100 W</td>
<td>0.88</td>
<td>95</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>100 W</td>
<td>0.91</td>
<td>100</td>
</tr>
<tr>
<td>2</td>
<td>4</td>
<td>100 W</td>
<td>0.91</td>
<td>100</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>100 W</td>
<td>0.83</td>
<td>95</td>
</tr>
<tr>
<td>3</td>
<td>2</td>
<td>100 W</td>
<td>0.91</td>
<td>95</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>100 W</td>
<td>0.91</td>
<td>100</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>150 W</td>
<td>0.88</td>
<td>115</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>100 W</td>
<td>0.84</td>
<td>95</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>100 W</td>
<td>0.83</td>
<td>95</td>
</tr>
</tbody>
</table>

| **Style 3, 5-Step LED Signs (2.8 - 6.6 A)** | | | | |
| 1 | 1 | 100 W | 0.88 | 75 |
| 1 | 2 | 150 W | 0.88 | 95 |
| 1 | 3 | 150 W | 0.88 | 95 |
| 1 | 4 | 150 W | 0.90 | 100 |
| 2 | 1 | 150 W | 0.88 | 90 |
| 2 | 2 | 150 W | 0.90 | 95 |
| 2 | 3 | 150 W | 0.83 | 100 |
| 2 | 4 | 150 W | 0.85 | 100 |
| 3 | 1 | 150 W | 0.88 | 95 |
| 3 | 2 | 150 W | 0.90 | 100 |
| 3 | 3 | 150 W | 0.83 | 100 |
| 3 | 4 | 200 W | 0.85 | 115 |
| 4 | 1 | 150 W | 0.88 | 95 |
| 5 | 1 | 150 W | 0.83 | 95 |

| **Style 5, Single-Step LED Signs (5.5 A)** | | | | |
| 1 | 1 | 65 W | 0.84 | 75 |
| 1 | 2 | 65 W | 0.84 | 85 |
| 1 | 3 | 100 W | 0.88 | 85 |
| 1 | 4 | 100 W | 0.88 | 95 |
| 2 | 1 | 65 W | 0.92 | 75 |
| 2 | 2 | 100 W | 0.89 | 85 |
| 2 | 3 | 100 W | 0.90 | 100 |
| 2 | 4 | 100 W | 0.90 | 100 |
| 3 | 1 | 65 W | 0.84 | 85 |
| 3 | 2 | 100 W | 0.88 | 95 |
| 3 | 3 | 100 W | 0.92 | 100 |
| 3 | 4 | 100 W | 0.92 | 110 |
| 4 | 1 | 65 W | 0.83 | 85 |
| 5 | 1 | 65 W | 0.92 | 85 |
L-858 Sign LED Retrofit Kits for ADB Safegate Signs

Application
A retrofit kit is available to convert any existing ADB Safegate tungsten-halogen or fluorescent sign to an LED light source. The same retrofit kit can be used to convert signs using LED light tubes (Part No. 48A0408 and 48A0409) to the new LED light bar design. The kit is available for all FAA Types: L-858Y, L-858R, L-858L and L-858B; all Sizes: Size 1 through 5; and all module lengths: up to 4 modules. Retrofitting a sign is fast and easy. It typically takes 20 minutes to retrofit a 2-module sign. The retrofit process converts the sign to the same type as an existing ADB Safegate ETL-Certified sign.

Reduced Maintenance costs
An LED sign virtually eliminates runway and taxiway shutdowns due to the long life LED light source. It eliminates re-lamping expenses and reduces on-going maintenance costs. The LED optical design also creates a highly uniform distribution of light, eliminating hot spots and shadows. Also, the sign provides for improved safety because there is only a low, regulated DC voltage inside sign.

Energy savings
An LED sign provides greatly reduced energy consumption compared to existing types of signs. See chart below for more information.

The LED sign operates on ferroresonant or thyristor CCRs that are designed in compliance with FAA requirements. The sign electronics are designed to operate on 3-step, 5-step and 5.5 A dedicated series circuits.

See chart on previous page for sign loading and optimum sign transformer size. Note that the existing larger size transformer, if present, can be reused. Ask for Service Bulletin ALN158 for details on how to retrofit the sign.

Dimensions

<table>
<thead>
<tr>
<th>Type</th>
<th>Sign Size No.</th>
<th>Sign Face Height in (cm)</th>
<th>Legend Height in (cm)</th>
<th>Sign Style No.</th>
<th>Sign Class No.</th>
<th>Overall Mounting Height in (cm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>L-858Y/R/L</td>
<td>1</td>
<td>18 (45.7)</td>
<td>12 (30.5)</td>
<td>2,3,5</td>
<td>1,2</td>
<td>29.7 (75.5)</td>
</tr>
<tr>
<td>L-858Y/R/L</td>
<td>2</td>
<td>24 (61)</td>
<td>15 (38.1)</td>
<td>2,3,5</td>
<td>1,2</td>
<td>35.7 (90.8)</td>
</tr>
<tr>
<td>L-858Y/R/L</td>
<td>3</td>
<td>30 (76.2)</td>
<td>18 (45.7)</td>
<td>2,3,5</td>
<td>1,2</td>
<td>41.7 (106)</td>
</tr>
<tr>
<td>L-858B</td>
<td>4</td>
<td>48 (122)</td>
<td>40 (101.6)</td>
<td>2,3,5</td>
<td>1,2</td>
<td>58.2 (147.8)</td>
</tr>
<tr>
<td>L-858B</td>
<td>5</td>
<td>30 (76.2)</td>
<td>25 (63.5)</td>
<td>2,3,5</td>
<td>1,2</td>
<td>41.7 (106)</td>
</tr>
</tbody>
</table>

Sign Lengths - Inches (Centimeters)

<table>
<thead>
<tr>
<th>Size No.</th>
<th>1 Module</th>
<th>2 Module</th>
<th>3 Module</th>
<th>4 Module</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>29.4 (75)</td>
<td>58.6 (149)</td>
<td>87.9 (223)</td>
<td>117.2 (298)</td>
</tr>
<tr>
<td>2</td>
<td>35.9 (91)</td>
<td>71.6 (182)</td>
<td>107.4 (273)</td>
<td>143.2 (364)</td>
</tr>
<tr>
<td>3</td>
<td>42.4 (108)</td>
<td>84.6 (215)</td>
<td>126.9 (323)</td>
<td>169.2 (430)</td>
</tr>
<tr>
<td>4</td>
<td>47.9 (122)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>5</td>
<td>42.4 (108)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Note
- Sign depth is 9.39 in (23.85 cm).
- See our website for additional dimension and installation information.
3.0 Installation

**WARNING**

Read installation instructions in their entirety before starting installation.

- Refer to the FAA Advisory Circular AC 150/5340-26, Maintenance of Airport Visual Aids Facilities, for instructions on safety precautions.
- Observe all safety regulations. To avoid injuries, always disconnect power before making any wiring connections or touching any parts. Refer to FAA Advisory Circular AC 150/5340-26.
- Sign installation requires a flat mounting surface and the sign to be level to prevent legend panels from becoming distorted.
- Failure to install and level sign per the instruction manual will void the warranty

Each sign is furnished complete with mounting flanges for installation on a concrete pad, which is the recommended method of installation. Contact the ADB Sales Department for more information on sign installation hardware.

1. L-823 Cord Set (supplied with the sign)
2. Cable Clamp (supplied with the sign)
3. Floor Flange (supplied with the sign)
4. 2-inch Conduit Elbow (contractor supplied)
5. L-867 Blank Cover Plate with Gasket (purchased separately)
6. L-823 Extension Cord (purchased separately)
7. L-867 Base (purchased separately)
8. L-867 Base Plate (special - purchased separately)

**Figure 1: Direct/Remote Mounting**

This section provides instructions for installing L-858 taxiway and runway signs. Refer to the airport project plans and specifications for the specific installation instructions and FAA AC 150/5340-30.

3.1 Unpacking

The equipment is shipped ready for installation. Handle equipment very carefully to prevent component damage. Unpack the carton upon receipt and check the contents and their condition. Note any exterior damage to the carton that might lead to detection of equipment damage.

If you note any damage to any equipment, file a claim with the carrier immediately. The carrier may need to inspect the equipment.

3.2 Cord Set Installation

This subsection provides information for installing cord sets. It includes sign installation kit reference numbers for three power leg cord set installation locations and mounting configurations.
This subsection provides special cord set locations with parts and part numbers. See Figure 2 for the ordering code for the L-858 sign. Special cords set installation reference numbers are located in the ordering code.

3.2.1 Cord Set Exit Location #1

Figure 2 shows cord set location #1. Refer to Table 1 for cord set location #1 parts and part numbers.

**Figure 2: Cord set Location #1 (Non-typical)**

**Table 1: Cord set Location #1 Parts**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Supplier</th>
<th>Part Number</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Strain relief</td>
<td>ADB Safegate</td>
<td>77A0156</td>
<td>A</td>
</tr>
<tr>
<td>2</td>
<td>Cord set 16/2 SOW 600 V</td>
<td>ADB Safegate</td>
<td>Supplied with sign</td>
<td>B</td>
</tr>
<tr>
<td>3</td>
<td>Base flange</td>
<td>ADB Safegate</td>
<td>62A2142 or 62A2146</td>
<td>A</td>
</tr>
<tr>
<td>4</td>
<td>Connector plug</td>
<td>ADB Safegate</td>
<td>6380550</td>
<td>C</td>
</tr>
<tr>
<td>5</td>
<td>2-in. (50.8-mm) L-867 base plate</td>
<td>ADB Safegate</td>
<td>1932</td>
<td>C</td>
</tr>
<tr>
<td>6</td>
<td>12 x 24 in. (304.8 x 609.6 mm) L-867B base</td>
<td>ADB Safegate</td>
<td>2124</td>
<td>C</td>
</tr>
</tbody>
</table>

**Note**

A: Shown for reference only. Part supplied with sign.
B: Signs supplied with the following length external to the sign: Size 1 = 47 in. Size 2 = 41 in.
Size 3 = 35 in. Size 4 = 18 in. Size 5 = 35 in. Any other external length requires a separate line on the purchase order specifying the external length required.
C: Requires a separate line item on the purchase order.
3.2.2 Cord set Exit Location #2

Figure 3 shows cord set location #2. Refer to Table 2 for cord set location #2 parts and part numbers.

Figure 3: Cord set Location #2 (Non-typical)

Table 2: Cord set Location #2 Parts

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Supplier</th>
<th>Part Number</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Base flange</td>
<td>ADB Safegate</td>
<td>62A2142 or 62A2146</td>
<td>D</td>
</tr>
<tr>
<td>2</td>
<td>L-823 cord set 16/2 SOW 600 V</td>
<td>ADB Safegate</td>
<td>Supplied with sign</td>
<td>B</td>
</tr>
<tr>
<td>3</td>
<td>12 x 24 in. (304.8 x 609.6 mm) L-867B base</td>
<td>ADB Safegate</td>
<td>2124</td>
<td>C</td>
</tr>
<tr>
<td>7</td>
<td>Flexible conduit</td>
<td>Contractor</td>
<td>Not applicable</td>
<td>A</td>
</tr>
<tr>
<td>10</td>
<td>Frangible coupling</td>
<td>ADB Safegate</td>
<td>6280499</td>
<td>C</td>
</tr>
<tr>
<td>11</td>
<td>2 in. (50.8 mm) L-867 base plate</td>
<td>ADB Safegate</td>
<td>1932</td>
<td>C</td>
</tr>
</tbody>
</table>
Note
A: Refer to Table 3 for flexible conduit connectors.
B: Signs supplied with the following length external to the sign: Size 1 = 47 in. Size 2 = 41 in. Size 3 = 35 in. Size 4 = 18 in. Size 5 = 35 in. Any other external length requires a separate line on the purchase order specifying the external length required.
C: Requires a separate line item on purchase order.
D: Shown for reference only. Part supplied with sign.

Table 3: Flexible Conduit Connectors

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>3/4-inch (44.45 mm) diameter hole</td>
<td>ADB Safeguard</td>
</tr>
<tr>
<td>6</td>
<td>1-1/4 inch (31.75 mm) flexible conduit male connector</td>
<td>Contractor</td>
</tr>
<tr>
<td>7</td>
<td>1-1/4 inch (31.75 mm) flexible conduit</td>
<td>Contractor</td>
</tr>
<tr>
<td>8</td>
<td>1-1/4 inch (31.75 mm) flexible conduit male connector</td>
<td>Contractor</td>
</tr>
<tr>
<td>9</td>
<td>1-1/2 x 1-1/4-in. (38.1 x 31.75-mm) hex reducer bushing</td>
<td>Contractor</td>
</tr>
</tbody>
</table>

3.2.3 Cord set Exit Location #3

Figure 4 shows cord set location #3. Refer to Table 4 for cord set location #3 parts and part numbers.

Figure 4: Cord set Location #3 (Standard)

Table 4: Cord set Location #3 Parts

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Supplier</th>
<th>Part Number</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cord set 16/2 SOW 600 V</td>
<td>ADB Safeguard</td>
<td>Not applicable</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Cable clamp</td>
<td>ADB Safeguard</td>
<td>60A2851</td>
<td>B</td>
</tr>
<tr>
<td>3</td>
<td>Base flange</td>
<td>ADB Safeguard</td>
<td>62A2142 or 62A2146</td>
<td>A</td>
</tr>
<tr>
<td>4</td>
<td>2-in. (50.8 mm) rigid conduit</td>
<td>Contractor Supplied</td>
<td>Not applicable</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>3/8 inch (9.53 mm) thick base plate</td>
<td>ADB Safeguard</td>
<td>1000-6</td>
<td>B</td>
</tr>
</tbody>
</table>
Table 4: Cord set Location #3 Parts (continued)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Supplier</th>
<th>Part Number</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>8-foot (2.44 m) extension cord</td>
<td>ADB Safegate</td>
<td>73A0109-8</td>
<td>B, C</td>
</tr>
<tr>
<td>7</td>
<td>12 x 24 in. (304.8 x 609.6 mm) L-867B base</td>
<td>ADB Safegate</td>
<td>2124</td>
<td>B, C</td>
</tr>
<tr>
<td>NS</td>
<td>Gasket</td>
<td>ADB Safegate</td>
<td>2052</td>
<td>B, D</td>
</tr>
</tbody>
</table>

**Note**

A: Shown for reference only. Part supplied with sign.
B: Requires a separate line item on purchase order.
C: Refer to *Cord sets and Extension Cords* in this section for extension cords available if different extension cord length is required. D: Gasket is sold separately.

3.2.4 Cord set Exit Location #4

Figure 5 shows cord set location #4. Refer to Table 5 for cord set location #4 parts and part numbers.

**Figure 5: Cord set Location #4 (Standard)**

![Diagram of cord set exit location #4](image)

Table 5: Cord set Location #4 Parts

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Supplier</th>
<th>Part Number</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12-inch heavy base plate, 2-1/2 NPT</td>
<td>ADB Safegate</td>
<td>1832-BSPLT</td>
<td>B</td>
</tr>
<tr>
<td>2</td>
<td>Cord set 16/2 SOW 600 V</td>
<td>ADB Safegate</td>
<td>73A0107/72</td>
<td>A</td>
</tr>
<tr>
<td>3</td>
<td>Base flange</td>
<td>ADB Safegate</td>
<td>62A2142 or 62A2146</td>
<td>A, C</td>
</tr>
<tr>
<td>4</td>
<td>12 x 24 in. (304 x 610 mm) L-867B base</td>
<td>ADB Safegate</td>
<td>2124</td>
<td>B</td>
</tr>
</tbody>
</table>
3.2.5 Cord set and Extension Cords

See Figure 6. Refer to Table 6 for cord set and extension cord types. Refer to Table 7 for cord set and cord parts.

**Figure 6: L-823 Cord set and Extension Cords**

![Cord set and Extension Cords Diagram]

**Table 6: Cord set and Extension Cord Length**

<table>
<thead>
<tr>
<th>Type</th>
<th>Part Number</th>
<th>Receptacle Style</th>
<th>Plug Style</th>
<th>Standard Length</th>
<th>Wire</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>73A0107-X</td>
<td>Not applicable</td>
<td>Type II, Class A, Style 1</td>
<td>4 ft. (1.22 mm) 6 ft. (1.83 mm)</td>
<td>16/2</td>
</tr>
<tr>
<td>2</td>
<td>73A0108-X</td>
<td>Type II, Class A, Style 7</td>
<td>Type II, Class A, Style 1</td>
<td>8 ft. (2.44 mm)</td>
<td>16/2</td>
</tr>
<tr>
<td>3</td>
<td>73A0109-X</td>
<td>Type II, Class A, Style 7</td>
<td>Type II, Class A, Style 1</td>
<td>8 ft. (2.44 mm)</td>
<td>16/2</td>
</tr>
</tbody>
</table>

**Table 7: Cord set and Extension Cord Parts**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Part Number</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>L-823 cord set, 16/2 wire</td>
<td>73A0107-48</td>
<td>A, B</td>
</tr>
<tr>
<td></td>
<td>Cord set, standard size 4 ft. (1.22 mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cord set, standard size 6 ft. (1.83 mm)</td>
<td>73A0107-72</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>L-823 cord set extension cord, 16/2 wire, standard size 8 ft. (2.44 mm)</td>
<td>73A0108-8</td>
<td>A, C</td>
</tr>
<tr>
<td>3</td>
<td>L-823 cord set extension cord, 16/2 wire, standard size 8 ft. (2.44 mm)</td>
<td>73A0109-8</td>
<td>A, D</td>
</tr>
</tbody>
</table>
Note
A: Other sizes require special order.
B: A minimum of thirty inches (762 mm) of cord set length is required for internal sign connections. Usable exterior cord set length is equal to the cord set length minus a minimum of 30 inches (varies with sign size and cord set exit location).
C: Receptacle may be connected to plug on 73A0107-X, 73A0109-8 cord set, or standard 31-inch (787.4 mm) L-823 cord set.
D: Receptacle must be connected to plug on, Plug Type II, Class A, and Style 1, supplied with the sign.

3.3 General Guidelines

WARNING

- Signs must be grounded to a true earth ground. Failure to observe this warning may result in personal injury, death, or equipment damage.
- When installing signs, follow the guidelines covered in FAA AC 150/5340-30 for mounting pad design. Also see the following subsections for detailed information on sign pad and leveling of the sign.
- FAILURE TO INSTALL AND LEVEL THE SIGN AS DESCRIBED IN THE VARIOUS SUBSECTIONS BELOW WILL VOID THE WARRANTY

- Mount the signs on a concrete slab or concrete pedestals.
- Do not allow concrete edges to protrude above grade.
- Provide power to the signs through breakaway cable connectors installed within the frangible coupling portion of the sign’s mounting legs.
- Install auxiliary equipment, such as isolation transformers, in a light base embedded in the ground.

3.3.1 Overall Mounting Height

Install signs so that the overall height above the surrounding ground of the sign assembly, including mounting supports, does not exceed heights given in Table 2 thru Table 6 and the clearances of aircraft wings as specified in AC 150/5340-18. The sign must provide 12 inches (304.8 mm) of clearance between the top of the sign and any part of the most critical aircraft using, or expected to use, the airport when the aircraft’s wheels are at the pavement edge. For overall mounting height, refer to AC 150/5345-44.

3.3.2 Sign Orientation

When orienting signs follow the guidelines below.

- Orient the sign so that the face is perpendicular to the centerline of the taxiway or runway.
3.3.3 Sign Distance from Pavement Edge

Refer to Table 8 for the distance of signs from the pavement edge. Refer to AC 150/5340-18 for more information on the location of different types of taxiway signs.

Table 8: Recommended Sign Distance from Pavement Edge

<table>
<thead>
<tr>
<th>Sign Size</th>
<th>Distance from Pavement (ft.)</th>
<th>Distance from Pavement (m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10-20</td>
<td>3.1-6.1</td>
</tr>
<tr>
<td>2</td>
<td>25-35</td>
<td>7.6-10.7</td>
</tr>
<tr>
<td>3</td>
<td>35-60</td>
<td>10.7-18.2</td>
</tr>
<tr>
<td>4</td>
<td>50-75</td>
<td>15.2-22.9</td>
</tr>
<tr>
<td>5</td>
<td>20-35</td>
<td>6.1-10.7</td>
</tr>
</tbody>
</table>

3.3.4 Sign Installation on a Concrete Pad

Note

Follow site plans and specifications for concrete dimensions.

Concrete Pouring

See FAA AC 150/5340-30, for concrete base design.

To pour a concrete pad, perform the following procedure:

1. Determine the sign size and number of modules.
2. Pour your concrete pad according to the following requirements:
   - A minimum of 30 inches (762 mm) wide, extending a minimum of 6 inches (152.4 mm) beyond the end of the supports. The sign pad needs to be flat and level in the area where the sign mounting flanges are located. See FAA AC 150/5345-30. The mounting floor flange is nominally 5.0 wide x 7.50 (127mm x 190.5mm) long and the area beyond the flange can be tapered to the outside edge of the concrete pad to provide for pad drainage.
   - A minimum of 4 inches (101.6 mm) depth, extending below the frost line to prevent frost heave.
   - Reinforce according to site plans and specifications.
3. Install a minimum of one 12-inch (304.8 mm) L-867B power base (1) according to the following guidelines:
   - Install the base close to the sign in or near the concrete pad to provide easy access to the isolation transformer.

Note

When installing the base in the concrete pad, hold the L-867 base firmly in place during construction of the pad so that the upper surface of the base flange is level within ± 2 degrees and not more than 3/8 inch (9.525 mm) above the concrete surface.

- All other bearing surfaces on the pad for additional flange supports should be kept in the same horizontal plane as the L-867 base flange. The pad area where the sign mounting flanges will be located is to be flat with no taper to
ensure that the sign will set level to prevent uneven loading on the frangible couplings. See FAA AC 150/5340-30 for pad design.

- For the Mode 2 and 3 signs:

Before the concrete sets, install two 1/2-13 anchor bolts into the concrete pad. The bolt hole centerline is on a 6-inch diameter bolt circle, 180 degrees apart as shown. Bolt slots are 0.62-inches wide x 1.0 long. Overall width of flange is 5.0 inches and overall length is 7.5 inches (127mm x 190.5mm). Bolts should be located perpendicular to the sign face.

**Note**
A customer-supplied template is recommended to hold the bolts in position while the concrete sets. Anchor bolts (customer-supplied) must be a minimum of 1.25 inches (31.75 mm) above the top surface of the concrete pad to attach the mounting bases. Hilti Quick Bolts (wedge-bolt) or Red Head Trubolt Wedge Anchors are recommended for installing the flanges after the concrete sets (customer-supplied). Check with the anchor-bolt manufacturer for their recommendations as applied to your airport site.

Example Hilti Kwik Bolt 3 Standard Thread 304 Stainless Steel

**Note**
With either anchoring system, the allowable load for any specific bolt is dependent upon several factors; type of concrete, depth of embedment, edge distance, anchor spacing, etc. ADB Safegate can advise the customer of various manufacturers of anchor bolts, but ADB cannot approve their specific installation.

**Figure 7: Mode 2 and 3 Frangible Coupling for Size 1 Signs, Mode 2 Frangible Coupling for Size 2, 3, 4 and 5 Signs, Part number 62A2142**

**Figure 8: Mode 3 Frangible Coupling for Size 2, 3, 4 and 5, Hi Wind, Part Number 62A2146**

### 3.3.5 Sign Mounting

**Note**
Signs are totally assembled at the factory and are ready for direct installation. Mounting flanges may be removed to lubricate the threads of the frangible coupling with anti-seize compound before installing sign.

If male L-823 connector is routed through a leg, slide frangible coupling over male connector and insert into female connector in base plate, and then screw frangible coupling into base plate.
To mount the sign onto the concrete pad to insure the assembly is flat, perform the following procedure:

1. When the sign is ready to be bolted to the concrete pad set the sign assembly on the concrete pad and position the sign over the anchor bolts. Hand-tighten the bolts or nuts to fasten the mounting flanges to the concrete pad.

2. To insure that the sign assembly is mounted flat on the concrete pad, first loosen all three hex set screws found on each frangible coupling that are installed on the sign. See Figure 9. Once all the hex screws are loosened each of the sign legs will float free inside the frangible coupling that is screwed into the mounting flange. Second, use a bubble, digital, or laser level to verify that the assembly is flat and level. Adjustments to make the assembly flat and level can be made by raising or lowering one end of the sign assembly to make the assembly flat and level.

**Note**

Once the assembly is flat it may be necessary to block-up or hold the assembly in the flat position until all of the hex set screws can be re-tightened on each of the frangible couplings to secure the sign leg to the coupling. Once the sign is flat and level finish tightening the mounting bolts to their correct torque value.

If the sign pad is tapered in the area when the mounting flanges are located shims may need to be placed under the mounting flanges to ensure that the coupling frangibility characteristics are the same for each coupling. If in doubt, contact ADB Safegate Engineering.

**Figure 9: Sign Frangible Coupling**

![Leg Set Screws](image)

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**CAUTION**

- Sign frangible couplings are uniquely designed for use on the sign size stamped on the coupling and can only be used for that particular size sign. If couplings must be replaced, make sure the sign size on the couplings matches the size sign on which they are to be installed.

3. Connect an AWG 12 (minimum) ground wire to the earth ground lug on the bottom of the sign. Refer to Figure 14 for electrical connections for series circuit installation.

**CAUTION**

- Lock out power before making any electrical connections. Failure to observe this warning may result in personal injury, death, or equipment damage.

4. Install tether. Refer to **Tethers** in this section.

5. Plug the cord set into the sign and the transformer.

6. Reinstall panels (if removed) and top lid (if removed).
3.4 Wiring

Refer to Figure 14 for wiring diagram.

When installing cable, follow the guidelines below.

- Install all cable for direct earth burial or for placement in duct according to Item 108 or Item 110 of AC 150/5370-10 as appropriate.
- Operate the signs as a part of a series lighting system. The signs are connected into the series circuit by means of an isolation transformer; see "Electrical Supply" on page 3.

3.5 Earth Ground Lug

**WARNING**

- Signs must be properly grounded to true earth ground. Failure to observe this warning may result in personal injury, death, or equipment damage.

Attach the earth ground lug if not present. The earth ground lug is located on the outside frame of the sign to permit easy connection of an AWG 12 (minimum) earth ground wire to the sign.

If necessary, you may remove the ground lug from the outside and place it on the inside anchored to the frame.

3.6 Tethers

See Figure 10. Tethers are shipped installed on the sign. Location and quantity of the tether are determined when the sales order is placed.
Note
In the tether installation procedure below, the customer supplies the mounting hardware to attach one end of the tether to the concrete pad. The customer also supplies the expansion anchor for the bolt.

Figure 10: Installing Tether

1. Existing 5/16-18 x 3⁄4 in Bolt
2. Tether
3. Mounting Hardware Attached to Expansion Anchor
4. Expansion Anchor for Bolt
5. To attach a tether, install the customer-supplied mounting hardware (3) to attach the tether to the expansion anchor (4) on the concrete pad
4.0 Maintenance and Repair

This section provides preventive maintenance for L-858 signs. To keep the L-858 taxiway and runway signs operating efficiently, follow a preventive maintenance schedule. Refer to Table 9.

Table 9: L-858 Taxiway and Runway Sign Maintenance

<table>
<thead>
<tr>
<th>Interval</th>
<th>Maintenance Task</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily</td>
<td>Check for burned-out LED assemblies.</td>
<td>Check circuit operation.</td>
</tr>
<tr>
<td>Monthly</td>
<td>Check for dirty panels.</td>
<td>Clean with mild soap and water.</td>
</tr>
<tr>
<td></td>
<td>Check for vegetation covering panels.</td>
<td>Remove vegetation.</td>
</tr>
<tr>
<td>Semi-Annually</td>
<td>Check for loose wire connections.</td>
<td>Tighten wires.</td>
</tr>
<tr>
<td></td>
<td>Check for cracked or deteriorated wires.</td>
<td>Replace wire.</td>
</tr>
<tr>
<td></td>
<td>Check for paint flaking off.</td>
<td>Repaint.</td>
</tr>
<tr>
<td>Annually</td>
<td>Check for panels yellowing.</td>
<td>Clean with Formula 409 or similar cleaning agent. Replace panels if needed.</td>
</tr>
<tr>
<td></td>
<td>Check for deteriorated gaskets.</td>
<td>Replace gaskets.</td>
</tr>
</tbody>
</table>

⚠️ CAUTION

This equipment may contain electrostatic sensitive devices.

- Protect from electrostatic discharge.
- Electronic modules and components should be touched only when this is unavoidable e.g. soldering, replacement.
- Before touching any component of the cabinet you should bring your body to the same potential as the cabinet by touching a conductive earthed part of the cabinet.
- Electronic modules or components must not be brought in contact with highly insulating materials such as plastic sheets or, synthetic fiber clothing. They must be laid down on conductive surfaces.
- Electronic modules and components must be stored and transported in conductive packing.

Note

TORQUE ALL:
5/16-18 bolts to 115 ± 10 inch-pounds, (13 ± 1 N•m) (except: top cover lid bolts)
Torque 5/16-18 top cover lid bolts to 50 ±5 lb/in (5.7 ±0.6 N•m).
3/8-16 bolts to 200 ± 10 inch-pounds (22.6 ± 1 N•m)

4.1 Replacing the Power Supply

1. Remove the four #8-32 screws with lock washers installed in the PEM nuts of the power supply. Retain for future use. See Figure 11.

2. Apply thermal compound to insure good heat transfer to the frame.

3. Locate the four threaded PEM nuts installed in the mounting bracket of the Power Supply and align the PEM nuts with the mating holes in the end panel of the sign.

4. Insert the four #8-32 screws with lock washers through the holes in the end panel and screw them into the PEM nuts. When tightening the screws, make sure the Power Supply is seated flat against the side of the sign.
4.2 Wiring the Power Supply

See the Wiring Diagrams, Figure 14.

1. Locate the input power wires (from the L-830 secondary). Connect these wires to the Power Supply terminals labeled "AC INPUT". This is the isolated 6.6A input. Polarity does not matter.

2. Locate the wires that connected the DC Supply to the LED panels. Connect these wires to the Power Supply terminals labeled "OUTPUT".

**Note**
This is a regulated 440mA DC current source, and **polarity does matter**.

3. Verify that the sign wiring matches the Wiring Diagram, Figure 14.

4. Verify the P1 jumpers match the old power supply and the chart in the figure below.
   For all SRXX/XXXXXXX and SSXX/XXXXXXX (FAA L-858 LED) signs, leave shunt in standard position; 440mA configuration.

**Note**
Set the jumpers when replacing the power supply before you power up the sign.

5. You are now ready to apply power to the sign.

**Figure 11: The LED Power Supply**

![Diagram of LED Power Supply](image-url)
4.3 Replacing an LED Light Bar

1. Turn off the power to the sign.
2. Remove the top cover.
3. Remove the sign face.
4. Disconnect the power connector from the LED light bar being replaced.
5. Drill out the the pop rivets from light bar being replaced.
6. Note the orientation of light bar to be replaced in reference to the connectors.
7. Install the new light bar and replace the pop rivets

**CAUTION**

This equipment contains electrostatic sensitive devices.
- Protect the LED light bar kit from electrostatic discharge.
- Failure to secure light bar may result in equipment damage.

8. Check that all connections are tight and correct.
   See the LED light bar schematic diagram Figure 14.
9. Replace the panels, top cover and restore the power to the sign.

**Figure 12: Three Sizes of Light Bars**

**Figure 13: Led Light Bar Circuit Resistor Assembly**

50 W, 100 Ohm, 1% Resistor
Mounted on the top of the top rail connected to the last light bar in the assembly, if used.
Figure 14: Wiring Diagram for the LED Light Bars
4.4 Sign Bolt Torque Diagram

The sign assembly bolt torque value are depicted in the following diagram.

**Figure 15: Bolt Torque Diagram**

- **Top Rail @ End & Intermediate Fitting**
  - Size 6, #10-32 x 1/2" (3/4" long sign)
  - Use existing hardware
  - Torque to 115 ± 10 N·lb

- **Top Rail @ End & Intermediate Fitting**
  - Size 6, #10-32 x 1/2" (5/8" long sign)
  - Install with Loctite
  - Torque to 115 ± 10 N·lb

- **Post Attachment**
  - Top and Bottom Corner & Intermediate Fittings
  - Size 6, #10-32 x 1/2"
  - Use existing hardware
  - Torque to 115 ± 10 N·lb

- **Bottom Panel @ End & Intermediate Fitting**
  - Size 4, #10-32 x 1/2" (high wind zones)
  - Install with Loctite
  - Torque to 115 ± 10 N·lb

- **Framing Fitting Attachment**
  - All signs
  - Torque to 250-400 N·lb at installation

**Note**

**TORQUE ALL:**

- 5/16-18 bolts to 115 ± 10 inch-pounds, (13 ± 1 N·m) (except: Torque top cover lid bolts)
- Torque top cover 5/16-18 lid bolts to 50 ±5 lb/in (5.7 ±0.6 N·m).
- 3/8-16 bolts to 200 ± 10 inch-pounds (22.6 ± 1 N·m)

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5.0 Troubleshooting

This section provides troubleshooting information for the L-858 taxiway and runway signs. The information covers only the most common problems. If you cannot solve the problem with the information given here, contact your local ADB Safegate representative for help.

<table>
<thead>
<tr>
<th>Table 10: Standard LED Signs</th>
<th>Possible Cause</th>
<th>Corrective Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loose wires or connections</td>
<td>Tighten or replace wires. All LED are connected in series to a power supply.</td>
<td>Verify correct current is coming into the sign using a true RMS ammeter. This would be 2.8 A to 6.6 A for a 5-step CCR; 4.8 A to 6.6 A for a 3-step CCR; 5.5 A for a dedicated sign circuit one-step CCR. Check the L-830 transformer wattage rating, if it is too small, a higher wattage transformer is needed.</td>
</tr>
<tr>
<td>No current or incorrect current coming into the sign</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sign ON/OFF switch is closed (if present)</td>
<td>Check the Sign ON/OFF switch for proper operation. Replace if necessary.</td>
<td></td>
</tr>
</tbody>
</table>

_**Note**_

A normal operating power supply will flash the PCB LED D4 at a 2 second rate when power is first applied. If the power supply senses current flowing to the LEDs the PCB LED D4 will continue to flash at a 2 second rate. If the power supply senses an open circuit on its output after about 5 seconds, it will turn off the PCB LED D4.

See Figure 14. With field current on, measure the voltage at E7 with respect to E8, see Figure 14. E7 will be 10 VDC to 13 VDC on a properly operating power supply when powered. Check to ensure that the jumper on the power supply is set properly. The jumper should be at P1 terminals 1 to 2. See Figure 14. Next, the power supply can be checked for operation by performing the following: Remove input power, disconnect the output LED load at E6 and E5. Connect a DC volt meter from E8 to E5. Look for a rising voltage to approximately 195 VDC within the first few seconds of powering on the board. This voltage will then drop to less than 50 VDC and the onboard LED (D4) will flash within a few seconds. If the voltage was between 50-195 VDC during the first few seconds of applying power, then the power supply is likely good. Note: the voltage at E8-E5 will cycle again about 40 seconds after dropping to less than 50 VDC and repeat five times and will stabilize. The input power must be cycled off for about 1 minute to get the output to cycle on again. Follow the correct polarity when reconnecting the LED light bar assemblies.

See Figure 14. If the power supply checks out as good then there is an open in the output LED light bar circuit. Swap out a known good LED light bar until the bad LED light bar is found. Follow correct polarity when connecting.

_**CAUTION**_

Never connect a single LED light bar directly to the power supply. The power supply is designed to have a minimum load connected to it. See Figure 14. Connecting only one LED light bar to a power supply will result in LED current being too high and will cause the LED light bar to fail.
Figure 16: Light Tube Assembly Diagrams

Table 11: Light Tube LED Signs

<table>
<thead>
<tr>
<th>Problem – LED Signs</th>
<th>Possible Cause</th>
<th>Corrective Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>All LEDs are out or not functioning correctly</td>
<td>One or more Light Tubes have failed</td>
<td>If the sign utilizes light tubes as shown above, please see ALN166 for replacement of the light tubes while keeping the power supply. You will require kit: 94A0683-XXX LED Sign Upgrade Kit. To order the kit, you will need the sign size and the number of modules. Please review the KIT Service Bulletin ALN166 found in the ADB SAFEGATE Product Center. Please contact your ADB Safegate Product Support Specialist.</td>
</tr>
</tbody>
</table>

| All LEDs are out | Power Supply has failed | If the sign utilizes light tubes as shown above, please see ALN158 for replacement of the light tubes and replacing the power supply. You will require kit: 94A0628-XXX LED Sign Upgrade Kit. To order the kit, you will need the sign size and the number of modules. Please review the KIT Service Bulletin ALN158, found in the ADB SAFEGATE Product Center. |

Note

To replace the power supply use kit 94A0628-XXX.

Please contact your ADB Safegate Product Support Specialist.
6.0 LED Light Bar Sign Parts

<table>
<thead>
<tr>
<th>Ordering Code</th>
<th>S X X X - X X X 3 X X 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lamp Type</td>
<td>R = LED</td>
</tr>
<tr>
<td></td>
<td>S = LED High Wind⁷</td>
</tr>
<tr>
<td>Sign Size</td>
<td></td>
</tr>
<tr>
<td>1 = Size 1</td>
<td></td>
</tr>
<tr>
<td>2 = Size 2</td>
<td></td>
</tr>
<tr>
<td>3 = Size 3</td>
<td></td>
</tr>
<tr>
<td>4 = Size 4</td>
<td></td>
</tr>
<tr>
<td>5 = Size 5</td>
<td></td>
</tr>
<tr>
<td>Module</td>
<td></td>
</tr>
<tr>
<td>1 = 1 Module</td>
<td></td>
</tr>
<tr>
<td>2 = 2 Module</td>
<td></td>
</tr>
<tr>
<td>3 = 3 Module</td>
<td></td>
</tr>
<tr>
<td>4 = 4 Module</td>
<td></td>
</tr>
<tr>
<td>Style</td>
<td></td>
</tr>
<tr>
<td>7 = LED Style 2, Style 3, and Style 5</td>
<td></td>
</tr>
<tr>
<td>A = APS</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legend Panel Divider</th>
<th>44A6173 - X X X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
<td></td>
</tr>
<tr>
<td>1 = Size 1</td>
<td></td>
</tr>
<tr>
<td>2 = Size 2</td>
<td></td>
</tr>
<tr>
<td>3 = Size 3 and 4</td>
<td></td>
</tr>
<tr>
<td>Paint Coverage</td>
<td></td>
</tr>
<tr>
<td>A = Solid (black only)¹</td>
<td></td>
</tr>
<tr>
<td>C = Clear (paint top only)</td>
<td></td>
</tr>
<tr>
<td>Paint Color</td>
<td></td>
</tr>
<tr>
<td>R = Red</td>
<td></td>
</tr>
<tr>
<td>Y = Yellow</td>
<td></td>
</tr>
<tr>
<td>B = Black⁷</td>
<td></td>
</tr>
</tbody>
</table>

Note:
¹ For option A (solid), customer must select option B (black). Option C (clear) can be paired with either red or yellow.

LED Light Engine Tester 44A7264-1
Battery-powered tester is used during maintenance activities to separately test a single LED light bar. Uses four size D batteries and outputs 350 mA. Output is activated using a momentary switch.

Note: Tester can also be used on all ADB Safegate SB-type LED signs.

<table>
<thead>
<tr>
<th>LED Sign Retrofit Kit</th>
<th>94A0628 - X X 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
<td></td>
</tr>
<tr>
<td>1 = Size 1</td>
<td></td>
</tr>
<tr>
<td>2 = Size 2</td>
<td></td>
</tr>
<tr>
<td>3 = Size 3</td>
<td></td>
</tr>
<tr>
<td>4 = Size 4</td>
<td></td>
</tr>
<tr>
<td>5 = Size 5</td>
<td></td>
</tr>
</tbody>
</table>

| Number of Modules     |                |
| 1 = 1 module          |                |
| 2 = 2 modules         |                |
| 3 = 3 modules         |                |
| 4 = 4 modules         |                |

Notes
- Customer to provide legend information and power connection side. It is important to match power cord exit location with legend side.
- Use high wind signs in those locations where actual wind speed exceeds FAA specifications (Mode 3). High wind signs tested to a minimum wind load of 327 mph as recommended by FAA technical paper DOT/FAA/AR - TND/312: Evaluation of Wind-Loading on Airport Signs. High wind signs require four anchor bolts per floor flange except Size 1, which uses the standard 2-bolt foot.
- Cord set coiled up inside sign. Customer provides entry hole.
- Not ETI Certified.

---

¹ For option A (solid), customer must select option B (black). Option C (clear) can be paired with either red or yellow.
## Table 12: Spare Parts

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>62A2142</td>
<td>Floor flange (2-bolt)</td>
</tr>
<tr>
<td>62A2146</td>
<td>Floor flange, high wind speed (4-bolt)</td>
</tr>
<tr>
<td>60A2678-10</td>
<td>Frangible coupling, size 1</td>
</tr>
<tr>
<td>60A2678-20</td>
<td>Frangible coupling, size 2</td>
</tr>
<tr>
<td>60A2678-30</td>
<td>Frangible coupling, size 3 or 5</td>
</tr>
<tr>
<td>60A2678-40</td>
<td>Frangible coupling, size 4</td>
</tr>
<tr>
<td>94A0054</td>
<td>Tether Assembly</td>
</tr>
<tr>
<td>73A0107-72</td>
<td>Cord Set 72&quot; 16/2 FAA</td>
</tr>
<tr>
<td>48A0442-16</td>
<td>LED light engine (bar), Size 1 and 4</td>
</tr>
<tr>
<td>48A0442-24</td>
<td>LED light engine (bar), Size 2</td>
</tr>
<tr>
<td>48A0442-32</td>
<td>LED light engine (bar), Size 3 and 5</td>
</tr>
<tr>
<td>44A6920</td>
<td>LED sign power supply lead assy</td>
</tr>
<tr>
<td>44A6921/5</td>
<td>LED sign lead terminator with resistor (see wiring diag)</td>
</tr>
<tr>
<td>44A6922-18</td>
<td>LED sign lead jumper assy 18&quot;</td>
</tr>
<tr>
<td>44A7260-010</td>
<td>LED sign power supply assembly (bar)</td>
</tr>
</tbody>
</table>

**Notes**

1. Size 4 signs require (qty 2) LED light engines (bars) per sign

## Figure 17: Size 1, Single Module Sign Parts

```
SWITCH PB NO 10A 600VAC MO.FL 45A0456
SEE NOTE 18

LED LIGHT BAR RESISTOR 44A6921/5

SIGN SIDE PNL ASSY SZ1, W/PWR, LED 44A6120-112

SIGN FRANGIBLE FITTING - SIZE 1, STANDARD 60A2678/10

SIGN BASE 62A2142

NOTE:
18. Attach resistor assembly as shown
Connect resistor in series with last light bar.

GROUND LUG 72A0010

COMPRESSION FITTING 1/2" 77A0147

L858 TETHER 3/16", 28" LG. 94A0054
```
**Note**

TORQUE ALL:
5/16-18 bolts to 115 \pm 10 inch-pounds, (13 \pm 1 N•m) (except: top cover lid bolts)
Torque 5/16-18 top cover lid bolts to 50 \pm 5 lb/in (5.7 \pm 0.6 N•m).
3/8-16 bolts to 200 \pm 10 inch-pounds (22.6 \pm 1 N•m)

---

**Figure 18: Sign Parts**

---

**Figure 19: Sign Parts**
**Note**

TORQUE ALL:

5/16-18 bolts to 115 ± 10 inch-pounds, (13 ± 1 N·m) (except: top cover lid bolts)

Torque 5/16-18 top cover lid bolts to 50 ±5 lb/in (5.7 ±0.6 N·m).

3/8-16 bolts to 200 ± 10 inch-pounds (22.6 ± 1 N·m)
Appendix A: SUPPORT

Our experienced engineers are available for support and service at all times, 24 hour/7 days a week. They are part of a dynamic organization making sure the entire ADB SAFEGATE is committed to minimal disturbance for airport operations.

ADB SAFEGATE Support

Live Technical Support - Americas
If at any time you have a question or concern about your product, just contact ADB SAFEGATE’s technical service department. Trained in all areas of system issues, troubleshooting, quality control and technical assistance, our highly experienced Technical support specialists are available 24 hours a day, seven days a week to provide assistance over the phone.
ADB SAFEGATE Americas Technical Service & Support (US & Canada): +1-800-545-4157
During regular business hours, you can also Chat with a Service Technician. We look forward to working with you!

Before You Call
When you have an airfield lighting or system control system problem it is our goal to support airfield maintenance staff as quickly as possible. To support this effort we ask that you have the following information ready before calling.

- The airport code
- If not with an airport, then company name (prefer customer id number)
- Contact phone number and email address
- Product with part number preferable or product number
- Have you reviewed the product’s manual and troubleshooting guide
- Do you have a True RMS meter available (and any other necessary tools)
- Be located with the product ready to troubleshoot

Note
For more information, see www.adbsafegate.com, or contact ADB SAFEGATE Support via email at support@adbsafegate.com or
Brussels: +32 2 722 17 11
Rest of Europe: +46 (0) 40 699 17 40
Americas: +1 614 861 1304. Press 3 for technical service or press 4 for sales support.
China: +86 (10) 8476 0106

A.1 ADB SAFEGATE Website

The ADB SAFEGATE website, www.adbsafegate.com, offers information regarding our airport solutions, products, company, news, links, downloads, references, contacts and more.
A.2 Recycling

A.2.1 Local Authority Recycling

The disposal of ADB SAFEGATE products is to be made at an applicable collection point for the recycling of electrical and electronic equipment. The correct disposal of equipment prevents any potential negative consequences for the environment and human health, which could otherwise be caused by inappropriate waste handling. The recycling of materials helps to conserve natural resources. For more detailed information about recycling of products, contact your local authority city office.

A.2.2 ADB SAFEGATE Recycling

ADB SAFEGATE is fully committed to environmentally-conscious manufacturing with strict monitoring of our own processes as well as supplier components and sub-contractor operations. ADB SAFEGATE offers a recycling program for our products to all customers worldwide, whether or not the products were sold within the EU.

ADB SAFEGATE products and/or specific electrical and electronic component parts which are fully removed/separated from any customer equipment and returned will be accepted for our recycling program.

All items returned must be clearly labeled as follows:

- For ROHS/WEEE Recycling
- Sender contact information (Name, Business Address, Phone number).
- Main Unit Serial Number.

ADB SAFEGATE will continue to monitor and update according for any future requirements for EU directives as and when EU member states implement new regulations and or amendments. It is our aim to maintain our compliance plan and assist our customers.
### Company Addresses

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>Contact</th>
<th>Email</th>
<th>Internet</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADB SAFEGATE</td>
<td>ADB SAFEGATE, Belgium: Leuvenseesteenweg 585, B-1930 Zaventem, Belgium</td>
<td>Tel: +32 2 722 17 11, Fax: +32 2 722 17 64</td>
<td><a href="mailto:marketing@adbsafegate.com">marketing@adbsafegate.com</a></td>
<td><a href="http://www.adbsafegate.com">www.adbsafegate.com</a></td>
</tr>
<tr>
<td>Americas LLC</td>
<td>ADB SAFEGATE, Americas: 977 Gahanna Parkway, Columbus, OH 43230, USA</td>
<td>Tel: +1 (614) 861 1304, Fax: +1 (614) 864 2069</td>
<td><a href="mailto:sales.us@adbsafegate.com">sales.us@adbsafegate.com</a></td>
<td><a href="http://www.adbsafegate.com">www.adbsafegate.com</a></td>
</tr>
<tr>
<td>ADB SAFEGATE Sweden AB</td>
<td>ADB SAFEGATE, Sweden: Djurfagegatan 19, SE-213 76 Malmö, Sweden</td>
<td>Tel: +46 (0)40 699 17 00, Fax: +46 (0)40 699 17 30</td>
<td><a href="mailto:marketing@adbsafegate.com">marketing@adbsafegate.com</a></td>
<td><a href="http://www.adbsafegate.com">www.adbsafegate.com</a></td>
</tr>
<tr>
<td>ADB SAFEGATE Airfield Technologies Ltd. China</td>
<td>ADB SAFEGATE, China: Unit 603, D Block, CAMIC International Convention Center, No 3, Hua Jia Di East road, ChaoYang district, Beijing 100102, P.R. China</td>
<td>Tel: +86 (10) 8476 0106, Fax: +86 (10) 8476 0090</td>
<td><a href="mailto:china@safegate.com">china@safegate.com</a></td>
<td><a href="http://www.adbsafegate.com">www.adbsafegate.com</a></td>
</tr>
<tr>
<td>ADB SAFEGATE Germany GmbH</td>
<td>ADB SAFEGATE Germany GmbH, Mannheim: Konrad-Zuse-Ring 6, D-68163 Mannheim, Germany</td>
<td>Tel: +49 (621) 87 55 76-0, Fax: +49 (621) 87 55 76-55</td>
<td><a href="mailto:marketing@adbsafegate.com">marketing@adbsafegate.com</a></td>
<td><a href="http://www.adbsafegate.com">www.adbsafegate.com</a></td>
</tr>
</tbody>
</table>
### Attachment H
Price Proposal

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfield Lighted Guidance Signs (Equipment) per Attachment D.</td>
<td>$103,874.94</td>
</tr>
<tr>
<td>Manuals on Maintenance &amp; Operations – 1 Set (Hard Copy &amp; Digital)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Parts List, per Attachment E.</td>
<td>$2,407.12</td>
</tr>
<tr>
<td>Sales Tax, 8.3%</td>
<td></td>
</tr>
<tr>
<td>PMGAA is NOT tax exempt. If Offeror does not collect sales tax on</td>
<td>$8,821.41</td>
</tr>
<tr>
<td>behalf of the State of Arizona when invoicing, Offeror should still</td>
<td></td>
</tr>
<tr>
<td>include tax at a rate of 7.6% for Use Tax.</td>
<td></td>
</tr>
<tr>
<td>Shipping (Signs, Panels, and Parts)</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$115,103.47</strong></td>
</tr>
</tbody>
</table>

**Offeror's Payment Terms:**  
**Equipment:** NET-30  
**Parts:** NET-30

**Discounts:**  
**Prompt Payment:** The price(s) quoted above can be discounted by **N/A** % if payment is made within **N/A** days.

**Parts:** PMGAA price for purchasing parts direct from the Offeror shall be discounted by **N/A** % of the current list price for parts published by Offeror.

**Exceptions / Clarifications of Offeror:**  
**N/A**

**Delivery Time Estimate:**  
7 to 8 weeks A.R.O

**Proposal Certification**  
By Offeror’s signature, Offeror certifies that Offeror is authorized to bind this firm/individual to provide the Equipment, parts, and/or services accepted herein, in compliance with the specifications and other terms and conditions in this Request for Proposals at the price provided on this Price Page.

**Printed Name**  
**Signature**  
**Date**

Solicitation 2021-014-RFP
## Attachment F
Standard Warranty

<table>
<thead>
<tr>
<th>Area / Category Covered</th>
<th>Length (months)</th>
<th>Comments</th>
</tr>
</thead>
</table>
| Standard Warranty       | 24              | Please see "Terms of Sale."

|                  |                 |                          |
|                  |                 |                          |
|                  |                 |                          |
|                  |                 |                          |
|                  |                 |                          |
|                  |                 |                          |
|                  |                 |                          |
Terms of Sale for Goods and Services

4. WARRANTY FOR GOODS AND SERVICES: Seller warrants, to the extent to which any of the same may be applicable, that (a) on the date of shipment the goods are of the kind and quality described herein and are free of nonconformities to the specifications agreed to in writing by the parties, (b) the engineering services performed by it will be performed in accordance with generally accepted professional standards, (c) any specialized tools, equipment and instruments for the use of which a charge is made to the Buyer shall be adequate for the work to be performed and (d) any replacement or other parts furnished by it or any work done by it on the Buyer’s equipment or both shall be free of defects in workmanship and materials. This warranty does not apply to goods delivered by Seller but manufactured by others.

Buyer’s exclusive remedy for any failure of the goods or services to conform to any of the applicable warranties shall be to have Seller re-perform services, repair or replace (at Seller’s option) the nonconforming item and any affected part of the goods provided by Seller.

Standard Product Guarantee: Seller’s obligation to re-perform services or to repair or replace goods shall be in effect for a period of two (2) years from Seller’s shipment of the goods.

FAA Certified product installed in the United States and purchased or funded through the Airport Improvement Program (AIP) installations guarantees: ADB SAFEGATE L-858 Airfield Guidance Signs are warranted against mechanical and physical defects in design or manufacture for a period of two (2) years from date of installation per FAA AC 150/5345-44(applicable edition). ADB SAFEGATE L-858(L) Airfield Guidance Signs are warranted against electrical defects in design or manufacture of the LED or LED specific circuitry for a period of four (4) years from date of installation per FAA EB67(applicable edition). ADB SAFEGATE LED light fixtures (with the exception of obstruction lighting) are warranted against electrical defects in design or manufacture of the LED or LED specific circuitry for a period of four (4) years from date of installation per FAA EB67(applicable edition).

Seller shall correct any failure to conform to any of the applicable foregoing warranties of which it is notified in writing within that period of time specified. Repaired and replacement parts and repair services shall be warranted for the remainder of the original period of notification set forth above. In the case of any other breach of the foregoing warranty, Seller shall furnish engineering services or specialized tools, equipment and instruments, to the same extent as on the original work. Buyer shall grant Seller access to the goods or services at all reasonable times in order for Seller to determine any nonconformity in the goods or services. It is understood and agreed that, unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer’s equipment or any latent defects in the same. In no event shall Seller be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit Seller to perform its warranty obligations or transportation costs to and from the Seller factory or repair facility, or for damage to equipment components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Seller shall have the right of disposal of items replaced by it. If Seller is unable or unwilling to repair or replace, or if repair or replacement does not remedy the nonconformity, Seller and Buyer shall negotiate an equitable adjustment in the contract price, which may include a full refund of the contract price for the nonconforming goods or services. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event the Buyer requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer’s account.

THIS IS SELLER’S SOLE GUARANTEE AND WARRANTY WITH RESPECT TO THE GOODS AND SERVICES. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OTHER THAN THOSE MADE EXPRESSLY HEREIN. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Buyer and successors of Buyer are limited to the remedies specified in this article and shall have no others for nonconformity in the goods or services provided hereunder. Buyer agrees that these remedies provide Buyer and its successors with a minimum adequate remedy and are their exclusive remedies, whether Buyer’s or its successors’ remedies are based on contract, warranty, tort (including negligence), strict liability, indemnity, or any other legal theory, and whether arising out of warranties, representations, instructions, installations, or nonconformities from any cause.

SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CONDITIONS WITH REGARD TO THE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

Buyer and successors of Buyer are limited to the remedies specified in this Article 2 and shall have no others for nonconformity in the goods and services. Buyer agrees that these remedies provide Buyer and its successors with a minimum adequate remedy and are their exclusive remedies, whether Buyer’s or successors’ remedies are based on contract, warranty, tort (including negligence), strict liability, indemnity, or any other legal theory, and whether arising out of warranties, representations, instructions, installations, or nonconformities from any cause. (g) Unless otherwise provided in this Contract, the fees for this Software license are included in the purchase price of the goods. Any subsequent modifications or enhancements to the Software made by Seller are, at Seller’s option, subject to a fee.
Attachment G
Parts Availability and Capability

Offeror to describe their parts availability and capability as it pertains to PMGAA ordering and receiving parts (i.e. domestic availability or foreign availability, parts readily stocked, technical service advisors available, etc.), including turnaround time for order processing and shipping.

Parts will be available 7 to 8 weeks A.R.O.
OCTOBER 13, 2020 11:27:05 AM
ORDER NUMBER: TBD
QUOTE NUMBER: 20019777
AIRPORT: WILLIAMS GATEWAY AIRPORT
PROJECT: NEW SIGNS 101220
PROJECT#: 101220
SIGN: 56
PART NUMBER: SR33-7143210
SIZE: 3
TRANSFORMER: 150W
POWER STYLE: LED STYLE 3
OPTIONAL EQUIPMENT:
ONOFF SWITCH
1 TETHER

OCTOBER 13, 2020 11:27:05 AM
ORDER NUMBER: TBD
QUOTE NUMBER: 20019777
AIRPORT: WILLIAMS GATEWAY AIRPORT
PROJECT: NEW SIGNS 101220
PROJECT#: 101220
SIGN: 57
PART NUMBER: SR33-7143210
SIZE: 3
TRANSFORMER: 150W
POWER STYLE: LED STYLE 3
OPTIONAL EQUIPMENT:
ONOFF SWITCH
1 TETHER

OCTOBER 13, 2020 11:27:06 AM
ORDER NUMBER: TBD
QUOTE NUMBER: 20019777
AIRPORT: WILLIAMS GATEWAY AIRPORT
PROJECT: NEW SIGNS 101220
PROJECT#: 101220
SIGN: 58
PART NUMBER: SR33-7243210
SIZE: 3
TRANSFORMER: 150W
POWER STYLE: LED STYLE 3
OPTIONAL EQUIPMENT:
ONOFF SWITCH
1 TETHER

OCTOBER 13, 2020 11:27:06 AM
ORDER NUMBER: TBD
QUOTE NUMBER: 20019777
AIRPORT: WILLIAMS GATEWAY AIRPORT
PROJECT: NEW SIGNS 101220
PROJECT#: 101220
SIGN: 59
PART NUMBER: SR33-7243210
SIZE: 3
TRANSFORMER: 150W
POWER STYLE: LED STYLE 3
OPTIONAL EQUIPMENT:
ONOFF SWITCH
1 TETHER
Attachment A
Standard Certifications

Complete Attachment A by checking the applicable box(s) and/or providing responses. Failure to complete this Attachment A in its entirety and submit with Offeror's proposal will result in Offeror's submittal being deemed nonresponsive and not evaluated.

If Offeror cannot affirmatively certify to statement numbers 1 and 2 below, Offeror's submittal will be rejected and will not be evaluated.

1. Offeror hereby ☑ certifies ☐ does not certify
   That this engagement, if selected, will not result in a conflict of interest.

2. By submitting a proposal, Offeror hereby ☑ certifies ☐ does not certify
   that the Equipment submitted for consideration by PMGAA under this solicitation, 2021-014-RFP, meets all specifications as detailed in this RFP.

If Offeror cannot affirmatively certify to statement number 3 below, PMGAA will consider Offeror's written response to determine if it's submittal will be accepted and be evaluated.

3. Offeror hereby ☑ certifies ☐ does not certify
   That it has no known business or financial relationships between Offeror or Offeror's firm and members of the PMGAA Board.

   If Offeror does have known business or financial relationships, please list them below:
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

By signature below, Offeror certifies that the information in this Attachment is true, and accurate.

[Signature]
Mike Morrow
Printed Name

[Date]
10/13/2022

CFO
Title
Attachment B
Authorization for Release of Performance Information and Waiver

The purpose of this disclosure is to provide references to PMGAA. Offeror hereby consents that as an Offeror to PMGAA’s Solicitation 2021-014-RFP, Airfield Lighted Guidance Signs and Parts, for Phoenix-Mesa Gateway Airport, Offeror authorizes those companies and government entities listed in Offeror’s RFP submittal and any other government entity for whom this company has provided Airfield Lighted Guidance Signs and Parts, to disclose and release to PMGAA, or their representatives, information, records and opinions concerning this company’s past performance.

AOB SAFEGATE AMERICAS

(Offeror) hereby waives any claim it may have against PMGAA or any company or entity providing information to PMGAA by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one (1) year.

This consent or copy of this authorization shall be as valid and effective as the original.

Signature of Offeror

10/13/2020

Date
OFFER TO PHOENIX-MESA GATEWAY AIRPORT AUTHORITY:
The Offeror hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in this Request for Proposal.

Company Name: ADLB SAFEGATE
Federal Tax Identification Number: 90-1015998
Sales Tax Identification Number: 20467571

Signature
Mike Morrow
Printed Name

Date: 10/13/2020
Title: CFO

For clarification of this offer, contact:
Name: Wilson Degeo
Telephone: (614-861-1304, Press 4

Title: Sales and Aftermarket
Email: wilson.deg eo@ safegate.com
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Person</th>
<th>City, State</th>
<th>Telephone</th>
<th>Model(s) / Description of Equipment Purchased</th>
<th>Date Purchased</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kansas City International</td>
<td>Major Davis</td>
<td>Kansas City, KS, MO</td>
<td>816-243-7388</td>
<td>Guidance Signs</td>
<td>08/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Person</th>
<th>City, State</th>
<th>Telephone</th>
<th>Model(s) / Description of Equipment Purchased</th>
<th>Date Purchased</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raleigh-Durham Airport</td>
<td>Ronnie Jones</td>
<td>Raleigh-Durham, NC</td>
<td>919-840-7812</td>
<td>Replacement Panels For guidance Signs (LEO)</td>
<td>07/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Person</th>
<th>City, State</th>
<th>Telephone</th>
<th>Model(s) / Description of Equipment Purchased</th>
<th>Date Purchased</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pittsburgh International</td>
<td>Mark Lane</td>
<td>Pittsburgh, PA</td>
<td>412-472-3570</td>
<td>Replacement Panels For guidance Signs (LEO)</td>
<td></td>
</tr>
</tbody>
</table>
ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

Offeror hereby acknowledges receipt and understanding of above addendum.

Signature: Mike Morrow, CFO
Date: 10/13/2020
Print Name and Title: ADB SAFE-GATE
Name of Company: 

The above referenced Solicitation Addendum is hereby executed September 29, 2020 at PMGAA, Mesa, Arizona.

Marian Whilden
Procurement Coordinator
Phoenix-Mesa Gateway Airport Authority
Board Action Item

Re: Resolution 20-47

To: Board of Directors
From: Brian Lehrich, MAcc, CPA, Accounting Director
Through: Chuck Odom, CFO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Investment Policy
Date: November 17, 2020

---

Proposed Motion
To adopt the amended Investment Policy with an effective date of November 17, 2020.

Narrative
As a matter of best practice, the investment policy of the Authority is periodically reviewed to ensure conformance with industry standards and practices and to ensure that the policy continues to meet the needs of the organization.

Current Amendments to the policy provide greater clarity and flexibility, while ensuring security of invested principal and ensures the Authority can continue to safely maximize return on investment of funds.

Fiscal Impact
None.

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

WHEREAS the Authority desires to adopt the amended Investment Policy with an effective date of November 17, 2020;

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

The Board of Directors of the Authority hereby adopts the amended Investment Policy with an effective date of November 17, 2020.

Passed and adopted by the Authority this 17th day of November, 2020.

Gail Barney, Chair

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
I. INTRODUCTION

The intent of the Investment Policy of the Phoenix-Mesa Gateway Airport Authority (“PMGAA”) is to define the parameters within which funds are to be managed. In methods, procedures and practices, the policy formalizes the framework for PMGAA’s investment activities that must be exercised to ensure effective and judicious fiscal and investment management of PMGAA’s funds. The guidelines are intended to be broad enough to allow the Chief Financial Officer (“CFO”) and Accounting Director to function properly within their parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

II. GOVERNING AUTHORITY

The investment program shall be operated in conformance with federal, state, and other legal requirements, including Arizona Revised Statues §35-323.

III. SCOPE

This Investment Policy applies to all monies invested by PMGAA.

IV. OBJECTIVES

The primary objectives, in order of priority, of PMGAA’s investment activities shall be:

   A. **Safety** – Safety of principal is the foremost objective of the investment programs. Investments shall be undertaken in a manner that seeks to ensure preservation of principal in the overall portfolio.

   B. **Liquidity** – The investment portfolio shall remain sufficiently liquid to meet all operating and capital requirements that may be reasonably anticipated.

   C. **Return on Investment** – The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints of safety and liquidity needs.

V. STANDARDS OF CARE

   A. **Prudence** – The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall
portfolio. Investment officers acting in accordance with written procedures, this Investment Policy, and exercising due diligence shall be relieved of personal liability for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The "prudent person" standard states that,

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

B. Ethics and Conflicts of Interest – Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the Executive Director/CEO. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of PMGAA.

C. Delegation of Authority and Responsibilities

1. Investment Officers

Authority to manage the investment program is granted by the Executive Director/CEO to the Chief Financial Officer (CFO) and Accounting Director (collectively “Investment Officer(s)”) under the general direction of the Executive Director/CEO. The CFO and Accounting Director shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this Investment Policy.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.
2. Investment Committee

PMGAA may seek to establish an investment committee to provide guidance to Investment Officers.

3. Investment Manager (Adviser)

PMGAA may engage the services of an external investment manager to assist in the management of PMGAA’s investment portfolio in a manner consistent with the entity’s objectives. Investment managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER DEALERS

A. Authorized Financial Institutions, Depositories, and Broker/ Dealers.

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

1. The Investment Officers shall determine which financial institutions are authorized to provide investment services to PMGAA. Institutions eligible to transact investment business with PMGAA include:

   - Primary government dealers as designated by the Federal Reserve Bank
   - Nationally or state-chartered banks
   - The Federal Reserve Bank
   - Direct issuers of securities eligible for purchase

2. Selection of financial institutions and broker/dealers authorized to engage in transactions with PMGAA shall be at the sole discretion of PMGAA.

3. All broker/dealers who desire to become qualified for investment transactions must supply the following (as appropriate):

   - Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
   - Proof of FINRA certification
☐ Proof of state registration
☐ Completed broker/dealer questionnaire (not applicable to Certificate of Deposit counterparties)
☐ Certification of having read and understood and agreeing to comply with PMGAA’s Investment Policy
☐ Evidence of adequate insurance coverage

4. All financial institutions who desire to become depositories must supply the following (as appropriate):

☐ Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
☐ Proof of state registration
☐ Evidence of adequate insurance coverage

5. A periodic review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted by the Investment Officers.

6. External investment managers may also use their own list of internally approved broker-dealers subject to approval by PMGAA and its Investment Officers.

B. Minority, Emerging and Community Financial Institutions.

From time to time, the Investment Officers may choose to invest in instruments offered by minority, emerging and community financial institutions. All terms and relationships will be fully disclosed prior to purchase and will be reported to the appropriate entity on a consistent basis and should be consistent with state or local law.

C. Competitive Transactions

1. The Investment Officers shall obtain competitive bid information on all purchases of investment instruments purchased on the secondary market. A competitive bid can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.
2. If PMGAA is offered a security for which there is no readily available competitive offering on the same specific issue, then the Investment Officers shall document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities as the same original issue price.

3. If PMGAA hires an investment manager to provide investment management services, the adviser must provide documentation of competitive pricing execution on each transaction. The investment manager will retain documentation and provide upon request.

VII. SAFEKEEPING AND CUSTODY

A. Delivery vs. Payment

All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in PMGAA’s safekeeping institution prior to the release of funds.

B. Third-Party Safekeeping

Securities will be held by an independent third-party safekeeping institution selected by PMGAA. All securities will be evidenced by safekeeping receipts in PMGAA’s name.

C. Internal Controls

Management shall establish a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of PMGAA.
VIII. SUITABLE AND AUTHORIZED INVESTMENTS

A. PMGAA’s eligible investments are governed by Arizona Revised Statues §35-323 et seq. Within the context of these limitations, the investments listed below are authorized. Furthermore, those investments not identified in Arizona Revised Statues §35-323 et seq are considered to be ineligible. Credit criteria and maximum percentages listed in this section are calculated at the time the security is purchased.

The following investments are permitted:

A. Insured or collateralized certificates of deposit in eligible depositories.

B. Deposits in one or more federally insured banks or savings and loan associations placed in accordance with the procedures prescribed in Arizona Revised Statutes §35-323.01.

C. Interest bearing savings accounts in banks and savings and loan institutions doing business in this state whose accounts are insured by federal deposit insurance for their industry, but only if deposits in excess of the insured amount are secured by the eligible depository to the same extent and in the same manner as required under Arizona Revised Statutes §35-323.

D. Repurchase agreements with a maximum maturity of one hundred eighty days.

E. The pooled investment funds established by the state treasurer pursuant to section §35-326.

F. Obligations issued or guaranteed by the United States or any of the senior debt of its agencies, sponsored agencies, corporations, sponsored corporations or instrumentalities.

G. Bonds, notes or other evidences of indebtedness of this state or any of its counties, incorporated cities or towns, school districts or special taxing districts, including registered warrants that shall bear interest pursuant to Arizona Revised Statutes §11-635.

Eligibility shall be limited to those obligations that maintain a long-term rating of A or a short-term rating in the highest category by a Nationally Recognized Statistical Rating Organization (NRSRO).
H. Bonds, notes or evidences of indebtedness of any county, municipal district, municipal utility or special taxing district of any state that are payable from revenues, earnings or a special tax specifically pledged for the payment of the principal and interest on the obligations, and for the payment of which a lawful sinking fund or reserve fund has been established and is being maintained, but only if no default in payment on principal or interest on the obligations to be purchased has occurred within five years of the date of investment, or, if such obligations were issued less than five years before the date of investment, no default in payment of principal or interest has occurred on the obligations to be purchased nor any other obligations of the issuer within five years of the investment.

Eligibility shall be limited to those obligations that maintain a long-term rating of A or a short-term rating in the highest category by a NRSRO.

I. Bonds, notes or evidences of indebtedness issued by any county improvement district or municipal improvement district of any state to finance local improvements authorized by law, if the principal and interest of the obligations are payable from assessments on real property within the improvement district. An investment shall not be made if:

- The face value of all such obligations, and similar obligations outstanding, exceeds fifty per cent of the market value of the real property, and if improvements on which the bonds or the assessments for the payment of principal and interest on the bonds are liens inferior only to the liens for general ad valorem taxes.

- A default in payment of principal or interest on the obligations to be purchased has occurred within five years of the date of investment, or, if the obligations were issued less than five years before the date of investment, a default in the payment of principal or interest has occurred on the obligations to be purchased or on any other obligation of the issuer within five years of the investment.

Eligibility shall be limited to those obligations that maintain a long-term rating of A or a short-term rating in the highest category by a NRSRO.

J. Commercial paper of prime quality that is rated within the top two ratings by a NRSRO. All commercial paper must be issued by corporations organized and doing business in the United States.

K. Bonds, debentures, notes or other evidences of indebtedness that are denominated in United States dollars and that carry at a minimum an "A" or better rating, at the time of purchase, from at least two NRSROs.
L. Negotiable or brokered certificates of deposit issued by a nationally or state chartered bank or savings and loan association.

Eligibility shall be limited to those obligations that maintain a long-term rating of A or a short-term rating in the highest category by a NRSRO.

M. Securities of or any other interests in any open-end or closed-end management type investment company or investment trust, including exchange traded funds whose underlying investments are invested in securities allowed by state law, registered under the investment company act of 1940 (54 Stat. 789; 15 United States Code sections 80a-1 through 80a-64), as amended.

B. **Maximum Maturity** – Unless otherwise stated in section VIII(A) above, the maximum maturity of any security is 5 years from the date of purchase.

C. **Diversification** – It is the policy of PMGAA to diversify the investment portfolio so as to protect Authority monies from material losses due to issuer defaults, market price changes, non-earning assets, technical complications leading to temporary lack of liquidity, risks resulting from an over-concentration of assets in a specific maturity, a specific issuer, a specific geographical distribution, or a specific class of securities.

D. **Credit Rating Changes** – If the credit rating of a security is subsequently downgraded below the minimum rating level specified in this policy, the Investment Officers shall evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold. The Investment Officers will apply the general objectives of safety, liquidity, yield and legality to make the decision.

**IX. COLLATERALIZATION**

A. Where allowed by state, law full collateralization is required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit. The State requires all depositories holding public funds to participate in the State managed pooled collateral program. The State will monitor collateral for public funds to ensure the proper level of collateral is maintained by participant depositories. PMGAA will check to ensure that any depository it utilizes is a State collateral pool participant.

B. Acceptable collateral for repurchase agreements shall include only:

1. Obligations issued or guaranteed by the United States or any of the senior debt of its agencies, sponsored agencies, corporations, sponsored corporations or instrumentalities.
2. Obligations of the State of Arizona and any of its cities, counties, or authorities rated at least AA by two NRSROs.

X. REPORTING

A. Monthly Performance Analysis

The following report shall be provided in the monthly report to the CFO:

1. Month-end Investment Summary

   The month-end investments will be summarized by type of investment. The report will include a summary of book and market values of the holdings of PMGAA. The report will summarize:

   a. Earned investment yield for the period and comparison to prior year.
   b. Interest earned for period, year to date and comparison to the prior year.
   c. Investments by fund and investment diversification.

B. Annual Reporting

   The annual audited financial report shall be submitted to the Board of Directors pursuant to federal and state requirements and laws.

XII. POLICY CONSIDERATIONS

A. Any deviation from the preceding policy shall require the prior specific written authorization of Executive Director/CEO or CFO.
Board Action Item

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: CIP 1015, Service Truck Replacement
Date: November 17, 2020

Proposed Motion
To authorize the purchase of one vehicle from San Tan Auto Partners, LLC dba San Tan Ford (San Tan Ford) not to exceed $51,046.15.

Narrative
FY21 approved capital plans included the replacement of one airport service vehicle.

The purchase includes one service body truck outfitted for mobile mechanical services including fuel transfer. Currently one 2000 Dodge Ram service truck, Truck 345, is beyond its service life due to age and normal wear and tear.

PMGAA and San Tan Ford are both participants of the Arizona Department State Procurement Office (ADSO). Under ADSO, San Tan Ford was awarded the New Vehicle Purchase Contract #CTR032147-1, and it is through this competitive selection that PMGAA will utilize San Tan Ford for a new vehicle purchase. This contract is available upon request.

In October 2020, a cooperative quote was obtained through San Tan Ford utilizing the Arizona State Contract CTR032147-1 in the amount of $51,046.15.

Fiscal Impact
This purchase was included in the FY21 capital budget and is funded with CIP #1015.

Attachment(s)
Quote
RESOLUTION NO. 20-48

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

WHEREAS the Authority desires to authorize the purchase of one vehicle from San Tan Auto Partners, LLC dba San Tan Ford (San Tan Ford) not to exceed $51,046.15;

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

The Board of Directors of the Authority hereby authorizes the purchase of one vehicle from San Tan Auto Partners, LLC dba San Tan Ford (San Tan Ford) not to exceed $51,046.15. This resolution also authorizes the Chair or Executive Director/CEO to make such purchase, with such insertions, 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 17th day of November, 2020.

Gail Barney, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board Jill Casson Owen, Attorney
Prepared for: Jeff Burwell, Phoenix-Mesa Gateway Airport
Email: jburwell@gatewayairport.com
End User FIN Code: QZ209

Ship to:
Jeff Burwell, Phoenix-Mesa Gateway Airport

2021 F-350 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F3G)
Price Level: 115
Date: October 7, 2020

Customer: **Phoenix-Mesa Gateway Airport Authority**

Line Item/State Contract #: **F3G / ADSPO17-166124**

Vehicle Description: **2021 Ford F350 Regular Cab 4X2 with Service Body with 6.2L FFV V8 Gas Engine**

<table>
<thead>
<tr>
<th>Upgrade Options</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 4.30 Limited Slip Axle</td>
<td>Standard on Contract</td>
</tr>
<tr>
<td>2. Power Equipment Group</td>
<td>Standard on Contract</td>
</tr>
<tr>
<td>3. Spare Tire/Wheel</td>
<td>Standard on Contract</td>
</tr>
<tr>
<td>4. Trailer Brake Controller</td>
<td>270.00</td>
</tr>
<tr>
<td>5. Cruise Control</td>
<td>Standard on Contract</td>
</tr>
<tr>
<td>6. Heavy Service Front Suspension</td>
<td>125.00</td>
</tr>
<tr>
<td>7. Rear Camera &amp; Prep Kit</td>
<td>415.00</td>
</tr>
<tr>
<td>8. Upfitter Switches</td>
<td>Standard Equipment on CC</td>
</tr>
<tr>
<td>9. Service Body with Mechanics Platform</td>
<td>17,320.15</td>
</tr>
<tr>
<td>10. Sun Country Quote# 45749</td>
<td></td>
</tr>
<tr>
<td>11. Window Tint</td>
<td>250.00</td>
</tr>
<tr>
<td>12</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
</tr>
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<td></td>
</tr>
<tr>
<td>19</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>

$18,380.15

Bid Price (with options) $47,346.15

Tire Tax 7.00
Sales Tax (7.80%) 3,693.00

**Ford Extended Service Plan**

<table>
<thead>
<tr>
<th>Transportation Fee</th>
</tr>
</thead>
</table>

Total Delivered Price $51,046.15

Notes: Sun Country Quote# 45749
Window Tint
Service Body with Mechanics Platform
Trailer Brake Controller
2021 Ford F350 Regular Cab 4X2 with Service Body
Power Equipment Group
Spare Tire/Wheel
Heavy Service Front Suspension
Rear Camera & Prep Kit
Upfitter Switches
Service Body with Mechanics Platform
Sun Country Quote# 45749
Window Tint

Thank You,
Joe
## As Configured Vehicle

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Vehicle</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F3G</td>
<td>Base Vehicle Price (F3G)</td>
<td>$36,505.00</td>
</tr>
<tr>
<td><strong>Packages</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>640A</td>
<td>Order Code 640A</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>Includes:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Transmission: TorqShift 10-Speed Automatic</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- GVWR: 14,000 lb Payload Package</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Tires: LT245/75Rx17E BSW PLUS A/S</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Spare may not be the same as road tire.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Wheels: 17” Argent Painted Steel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Hub covers/center ornaments not included.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Radio: AM/FM Stereo w/MP3 Player</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Includes 4 speakers.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- SYNC Communications &amp; Entertainment System</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Includes enhanced voice recognition, 911 Assist, 4.2” LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.</td>
<td></td>
</tr>
<tr>
<td><strong>Powertrain</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>996</td>
<td>Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)</td>
<td>Included</td>
</tr>
<tr>
<td>44G</td>
<td>Transmission: TorqShift 10-Speed Automatic</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</td>
<td></td>
</tr>
<tr>
<td>X4L</td>
<td>Limited Slip w/4.30 Axle Ratio</td>
<td>$350.00</td>
</tr>
<tr>
<td>STDGV</td>
<td>GVWR: 14,000 lb Payload Package</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Wheels &amp; Tires</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TD8</td>
<td>Tires: LT245/75Rx17E BSW PLUS A/S</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>Spare may not be the same as road tire.</td>
<td></td>
</tr>
<tr>
<td>64K</td>
<td>Wheels: 17” Argent Painted Steel</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>Hub covers/center ornaments not included.</td>
<td></td>
</tr>
<tr>
<td>512</td>
<td>Spare Tire, Wheel &amp; Jack</td>
<td>$350.00</td>
</tr>
<tr>
<td></td>
<td>Required in Rhode Island.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Excludes carrier.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 4-Ton Hydraulic Jack</td>
<td></td>
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</tbody>
</table>
As Configured Vehicle (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seats &amp; Seat Trim</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Cloth 40/20/40 Split Bench Seat</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td><em>Includes center armrest, cupholder and driver's side manual lumbar.</em></td>
<td></td>
</tr>
<tr>
<td>Other Options</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
<td>STD</td>
</tr>
<tr>
<td>169WB</td>
<td>169&quot; Wheelbase</td>
<td>STD</td>
</tr>
<tr>
<td>STDRD</td>
<td>Radio: AM/FM Stereo w/MP3 Player</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td><em>Includes 4 speakers.</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Includes:</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- SYNC Communications &amp; Entertainment System</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Includes enhanced voice recognition, 911 Assist, 4.2&quot; LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>61J 4-Ton Hydraulic Jack</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td><em>Required in Rhode Island.</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Power Equipment Group</td>
<td>$865.00</td>
</tr>
<tr>
<td></td>
<td><em>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Includes:</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Accessory Delay</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Advanced Security Pack</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Manual Telescoping Folding Trailer Tow Mirrors</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Includes power/heated glass and heated convex spotter mirror.</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- MyKey</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Includes owner controls feature.</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Power Front Side Windows</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Includes 1-touch up/down driver/passenger window.</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Power Locks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Remote Keyless Entry</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Heavy-Service Front Suspension</td>
<td>$125.00</td>
</tr>
<tr>
<td>67H</td>
<td>Package</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Includes pre-selected heavy-service front springs (see Order Guide Supplemental Reference for springs/GAWR of specific vehicle configurations). Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). NOTE 1: May result in a deterioration of ride quality. NOTE 2: Vehicle ride height will increase with the addition of this package.</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Trailer Brake Controller</td>
<td>$270.00</td>
</tr>
<tr>
<td>52B</td>
<td><em>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</em></td>
<td></td>
</tr>
<tr>
<td>59H</td>
<td>Center High-Mounted Stop Lamp</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>(CHMSL)</td>
<td></td>
</tr>
<tr>
<td>872</td>
<td>Rear View Camera &amp; Prep Kit</td>
<td>$415.00</td>
</tr>
<tr>
<td></td>
<td><em>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</em></td>
<td></td>
</tr>
</tbody>
</table>
2021 F-350 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F3G)

Price Level: 115 | Quote ID: 100720-1

As Configured Vehicle (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fleet Options</td>
<td></td>
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</tr>
<tr>
<td>525</td>
<td>Steering Wheel-Mounted Cruise Control (LPO)</td>
<td>$235.00</td>
</tr>
<tr>
<td></td>
<td>Requires valid FIN code.</td>
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</tr>
<tr>
<td>Emissions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>425</td>
<td>50-State Emissions System</td>
<td>STD</td>
</tr>
<tr>
<td>Interior Colors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1S_02</td>
<td>Medium Earth Gray</td>
<td>N/C</td>
</tr>
<tr>
<td>Primary Colors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Z1_01</td>
<td>Oxford White</td>
<td>N/C</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$39,215.00</td>
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<tr>
<td>Destination Charge</td>
<td>$1,695.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$40,910.00</td>
<td></td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.
## Pricing Summary - Single Vehicle

### MSRP

<table>
<thead>
<tr>
<th>Component</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle Price</td>
<td>$36,505.00</td>
</tr>
<tr>
<td>Options &amp; Colors</td>
<td>$2,710.00</td>
</tr>
<tr>
<td>Upfitting</td>
<td>$0.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$1,695.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$40,910.00</strong></td>
</tr>
</tbody>
</table>

### Pre-Tax Adjustments

<table>
<thead>
<tr>
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<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tint</td>
<td>Window Tint</td>
<td>$250.00</td>
</tr>
<tr>
<td>Upfitting</td>
<td>9' Service Body with Mechanics Platform</td>
<td>$17,320.15</td>
</tr>
<tr>
<td></td>
<td>Sun Country Quote# 45749</td>
<td></td>
</tr>
<tr>
<td>Discount</td>
<td>San Tan Ford Vehicle Discount</td>
<td>-$11,134.00</td>
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<td><strong>Subtotal</strong></td>
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<td><strong>$47,346.15</strong></td>
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### Sales Taxes

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Sales Tax</td>
<td>Gilbert Sales Tax</td>
<td>$710.19</td>
</tr>
<tr>
<td>State Tax</td>
<td>Arizona State Sales Tax</td>
<td>$2,982.81</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
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<td><strong>$51,039.15</strong></td>
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### Post-Tax Adjustments

<table>
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<td>Tire Tax</td>
<td>Tire Tax</td>
<td>$7.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$51,046.15</strong></td>
</tr>
</tbody>
</table>

---

Customer Signature: ____________________________

Acceptance Date: ____________________________

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.
Board Action Item

To: Board of Directors
From: Margi EvanSon, Operations & Maintenance Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: CIP 951 Irrigation Control System
Date: November 17, 2020

Proposed Motion
To authorize the purchase of a landscape irrigation control system from Global Data Specialist in an amount not to exceed $105,228.48.

Narrative
FY21 approved capital plans included the replacement of the landscape irrigation control system along Sossaman Road and associated parking lots and open space.

The purchase includes one Motorola central control irrigation system, software and installation. The new system is capable of monitoring and controlling remotely, enhancing efficiency, water conservation, and productivity. Currently the existing Motorola irrigation control system is over 20 years in age and is no longer supported.

PMGAA and Global Data Specialists are both participants of the BuyBoard National Purchasing Cooperative. Under this Cooperative, Global Data Specialists was awarded the Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation Contract #611-20. In addition, as a qualified participant of the Arizona Department of Administration State Procurement Office (ADSP), PMGAA is able to procure goods and services under state contracts that have been competitively bid. The state has currently contracted with Global Data Specialists for Irrigation Systems, Supplies, and Parts and Accessories under Contract #ADOT17-149770. To maximize cost savings, it is through these competitive selections that PMGAA will utilize Global Data Specialists for irrigation and installation services. Both contracts are available upon request.

In October 2020, a cooperative quote was obtained through Global Data Specialists utilizing the BuyBoard National Purchasing Cooperative Contract #611-20 and ADSP Contract #ADOT17-149770 in the amount of $105,228.48.

Fiscal Impact
This purchase was included in the FY21 capital budget and is funded with CIP #951.

Attachment(s)
Quote
RESOLUTION NO. 20-49

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

WHEREAS the Authority desires to authorize the purchase of a landscape irrigation control system from Global Data Specialist in an amount not to exceed $105,228.48;

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

The Board of Directors of the Authority hereby authorizes the purchase of a landscape irrigation control system from Global Data Specialist in an amount not to exceed $105,228.48. This resolution also authorizes the Chair or Executive Director/CEO to make such purchase, with such insertions, 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 17th day of November, 2020.

Gail Barney, Chair

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
QUOTE: MP2020-09-14A-REV2
Quote Issue Date: Oct 13, 2020
Quote Expiration Date: December 31, 2020

Quoted To: Brett Williams
Operations & Maintenance Manager – Airfield/Fleet
Phoenix-Mesa Gateway Airport Authority
6263 South Taxiway Circle
Mesa Arizona 85212-6399
D: 480-988-7542
C: 480-748-6899
bwilliams@gatewayairport.com

Jose Godoy
Airfield Maintenance
Phoenix-Mesa Gateway Airport Authority
6263 South Taxiway Circle
Mesa Arizona 85212-6399
C: 480-862-4670
jgodoy@gatewayairport.com

Project: Central Control Irrigation System for
Phoenix Mesa Gateway Airport Authority

Project Description
GDS (Global Data Specialists) is pleased to provide you with the following proposal for a complete turn-key Central Control Irrigation System.

Project Background
Phoenix Mesa Gateway Airport Authority presently uses Motorola irrigation controllers that were originally installed by GDS over 20 years ago. Those controllers have reached the end of their life cycle. The Airport Authority is interested to replace them with the latest Central Control Irrigation System. GDS performed a site walk on Aug 26 2020. GDS followed up the site walk with a Radio Frequency (RF) site survey on Sept 1 2020. This proposal is a result of the information that GDS collected during those site visits.

Scope
The proposal features a complete Central Control Irrigation System comprising five (5) qty Motorola ACE3600 irrigation controllers installed at the following sites:
1. Central Office controller located @ 6263 S Taxiway Circle
2. Controller # 1 at S Sossaman Rd and E Ulysses Ave
3. Controller # 2 at S Sossaman Rd and E Tahoe Ave
4. Controller # 3 at S Sossaman Rd and Cessna/Citation Bldg
5. Controller # 4 at S Sossaman Rd and E Ray Road

GDS plans to reuse the existing stainless steel enclosures at Controllers #s 1 through 4 above. The new controllers will be built on new painted steel back panels. GDS will fully assemble and deliver the new controllers to the job site. GDS will also install the new controllers in the existing stainless steel enclosures.

GDS plans to set the entire system up such that the various sites communicate with the central site using RF (Radio Frequency) transmission. GDS will supply UHF (Ultra High Frequency) radios with each controller. The controllers will be equipped with the required antennas, coaxial cables and connectors. GDS will obtain a license from FCC (Federal Communications Commission) for Phoenix-Mesa Gateway Airport Authority for the Central Control Irrigation System. In the event that GDS’ RF surveys yield unsatisfactory results, GDS will discuss viable alternative communication methods with customer and obtain customer’s consent on a go-forward approach.

GDS will supply a PC (Dell Computer) with monitor, keyboard, and mouse along with software to operate the entire system. The software to operate the system is GDS’ ICS (Irrigation Control System) software. Please see Appendix for key features and benefits of GDS’ ICS system.

ICS provides several benefits. Users can remotely access ICS using a tablet PC or a smartphone. GDS will supply a cellular wireless router and a tablet PC as part of this proposal. Please note that cellular data services on the wireless router and tablet PC are the customer’s responsibility.

ICS allows alarm notifications to users of the system. Alarm notifications are sent by text messages. GDS will setup Twilio in ICS. Twilio is an online messaging service. Please note that ongoing monthly Twilio fees are the customer’s responsibility.

Controller # 1 presently has two individual stainless steel enclosures. GDS will modify this site such that there is only one active controller housed inside one stainless steel enclosure.

**Services Included**

In addition to the tangible items listed above, GDS will include the following services as part of its proposal:
1. Deliver Controllers and Other Required Equipment to Job Site – excludes any manlift/scissor lifts or boom trucks
2. Install Central Control PC and Software
3. Configure ICS (Irrigation Control System) Software
4. Program Controllers - need customer signoff on irrigation programs
5. Program Radios
6. Configure Wireless Router and Tablet PC for Remote Access
7. Configure Alarm Notification
8. Install Antennas and Coaxial Cables
9. Install Controllers
10. Label, Disconnect, and Reconnect Field Wiring
11. Install ARAD Hydrometers (3rd Party)
12. Integrate and Startup Onsite
13. Troubleshoot & Resolve Problems
14. Initial Site Walk
15. Radio Path Surveys
16. Obtain new FCC RF License
17. User Training
18. Technical Support

Please note that GDS will outsource any plumbing work required to install the hydrometers (Master Valve & Flow Meter). GDS will perform the installation of the controllers involving low-voltage electrical work. Outside of this, GDS does not anticipate any electrical work to be performed as part of this project. However, should a situation arise where an electrician’s services are required, GDS will inform customer and utilize the services of a third party or customer’s in-house electricians. GDS has not estimated any such electrical services as part of this proposal.

**BuyBoard Purchasing Coop & ADOT Contract**
GDS has undergone a competitive bidding process and been awarded a contract by BuyBoard and ADOT for irrigation controllers and related products and services. Should customer utilize BuyBoard, GDS will be responsible for fees payable to BuyBoard. There are no fees payable to ADOT for utilizing their contract. GDS has indicated which of the items that it has included as part of its proposal fall under BuyBoard and ADOT. Customer can issue a PO to GDS through BuyBoard for those items that fall under the purview of BuyBoard, and a direct PO to GDS for all other items including ADOT items and services.

**Change Orders**
GDS has utilized its best efforts to provide as accurate a proposal as possible. As the project progresses, should field conditions or unanticipated events or problems require it, GDS will provide a change order proposal to customer.

**Proposed Project Schedule**
From the time that a confirmed order is received, GDS will need up to six weeks to assemble required materials. Building the panels would take up to two weeks after that date. GDS will be ready to schedule onsite work after all the panels are built. Onsite work may take up to two weeks. GDS will schedule onsite work such that there is little to no disruption to airport operations and traffic.

**Customer Responsibilities**
1. Provide site access.
2. Authorize GDS to perform works listed in this proposal.
3. Enter required data, complete, and sign FCC RF license application as required.
4. Provide irrigation programs and sign off on them, i.e., when does each zone need to be watered, for how long, at what interval, etc.
5. Provide data plans for wireless router, tablet PC, and Twilio messaging service.
6. Install FIU antenna in mini tower located north east of central office if that is the location that is ideally suited for FIU antenna.
7. Be trained on how to use the system after startup and integration is complete.
8. Provide user feedback to GDS.

Thank you for the opportunity to provide you this proposal. I will follow up with you shortly. In the meantime, please let me know if you have questions or need additional information.

Sincerely,
Marc Perkins
Sales Manager
O: 480-461-3401
C: 623-326-9500
marc@gbldata.com
## Central Unit aka Field Interface Unit (FIU): Office Location

<table>
<thead>
<tr>
<th>Part No</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext Price</th>
<th>Purchasing Coop/Contract</th>
<th>Coop/Contract Line Ref.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GDS-A1A-IPU-RU-SS</td>
<td>16 Sta ACE / RReady / SS Ped. w/ Surge</td>
<td>1</td>
<td>$6,889.00</td>
<td>$6,889.00</td>
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<td>19</td>
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<tr>
<td>FUE1078</td>
<td>Motorola UHF Radio</td>
<td>1</td>
<td>$1,170.00</td>
<td>$1,170.00</td>
<td>ADOT</td>
<td>79</td>
</tr>
<tr>
<td>FLN1059</td>
<td>Motorola UHF Radio Installation Kit for SCADA</td>
<td>1</td>
<td>$345.00</td>
<td>$345.00</td>
<td>ADOT</td>
<td>67</td>
</tr>
<tr>
<td>GDS-BMA-U</td>
<td>Antenna, Fiberglass Omnidirectional 5 dB Gain UHF</td>
<td>1</td>
<td>$149.00</td>
<td>$149.00</td>
<td>BuyBoard</td>
<td>84</td>
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<tr>
<td>GD2002-2</td>
<td>200 ft coaxial cable line kit</td>
<td>1</td>
<td>$585.00</td>
<td>$585.00</td>
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<td>134</td>
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<td>N/A</td>
<td>Central Computer</td>
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<td>$1,999.00</td>
<td>None</td>
<td>None</td>
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<td>GDS-ICS-U</td>
<td>Irrigation Software</td>
<td>1</td>
<td>$4,999.00</td>
<td>$4,999.00</td>
<td>BuyBoard</td>
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<td>GD4224</td>
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<td>N/A</td>
<td>Cradlepoint Router</td>
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<tr>
<td>GD6554</td>
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<td></td>
<td><strong>Subtotal FIU</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,384.00</td>
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**Controller #1: 64 Station Motorola ACE, Sossaman & Ulysses**

<table>
<thead>
<tr>
<th>Part No</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext Price</th>
<th>Purchasing Coop/Contract</th>
<th>Coop/Contract Line Ref.</th>
</tr>
</thead>
<tbody>
<tr>
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<td>-$750.00</td>
<td>-$750.00</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>FUE1078</td>
<td>Motorola UHF Radio</td>
<td>1</td>
<td>$1,170.00</td>
<td>$1,170.00</td>
<td>ADOT</td>
<td>79</td>
</tr>
<tr>
<td>FLN1059</td>
<td>Motorola UHF Radio Installation Kit for SCADA</td>
<td>1</td>
<td>$345.00</td>
<td>$345.00</td>
<td>ADOT</td>
<td>67</td>
</tr>
<tr>
<td>GDS-BMA-U</td>
<td>Antenna, Low Profile UHF</td>
<td>1</td>
<td>$149.00</td>
<td>$149.00</td>
<td>BuyBoard</td>
<td>84</td>
</tr>
<tr>
<td>GD2458</td>
<td>Data Industrial Flow Monitor</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>ADOT</td>
<td>103</td>
</tr>
<tr>
<td>GD57632-PAN</td>
<td>C.B. Metal Back Panel</td>
<td>1</td>
<td>$219.00</td>
<td>$219.00</td>
<td>ADOT</td>
<td>89</td>
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<tr>
<td>N/A</td>
<td>Materials to move field wires from existing boxes to new controller</td>
<td>1</td>
<td>$100.00</td>
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<td>None</td>
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<td><strong>Subtotal Controller #1</strong></td>
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<td></td>
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**Controller #2, 48 Station Motorola ACE, Sossaman & Tahoe**

<table>
<thead>
<tr>
<th>Part No</th>
<th>Description</th>
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<th>Unit Price</th>
<th>Ext Price</th>
<th>Purchasing Coop/Contract</th>
<th>Coop/Contract Line Ref.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GDS-A3A-IPU-RU-SS</td>
<td>48 Sta ACE / RReady / SS Ped. w/ Surge</td>
<td>1</td>
<td>$8,289.00</td>
<td>$8,289.00</td>
<td>BuyBoard</td>
<td>21</td>
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<tr>
<td>N/A</td>
<td>Credit for reusing existing SS Enclosure</td>
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<td>-$750.00</td>
<td>-$750.00</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>FUE1078</td>
<td>Motorola UHF Radio</td>
<td>1</td>
<td>$1,170.00</td>
<td>$1,170.00</td>
<td>ADOT</td>
<td>79</td>
</tr>
<tr>
<td>FLN1059</td>
<td>Motorola UHF Radio Installation Kit for SCADA</td>
<td>1</td>
<td>$345.00</td>
<td>$345.00</td>
<td>ADOT</td>
<td>67</td>
</tr>
<tr>
<td>GDS-BMA-U</td>
<td>Antenna, Low Profile UHF</td>
<td>1</td>
<td>$149.00</td>
<td>$149.00</td>
<td>BuyBoard</td>
<td>84</td>
</tr>
<tr>
<td>GD47632-PAN</td>
<td>Data Industrial Flow Monitor</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>ADOT</td>
<td>103</td>
</tr>
<tr>
<td>GD57632-PAN</td>
<td>C.B. Metal Back Panel</td>
<td>1</td>
<td>$219.00</td>
<td>$219.00</td>
<td>ADOT</td>
<td>89</td>
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<tr>
<td></td>
<td><strong>Subtotal Controller #2</strong></td>
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<td></td>
<td></td>
<td></td>
<td>$11,551.00</td>
</tr>
</tbody>
</table>

**Controller #3, 48 Station Motorola ACE, Sossaman & Cessna Citation**

<table>
<thead>
<tr>
<th>Part No</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext Price</th>
<th>Purchasing Coop/Contract</th>
<th>Coop/Contract Line Ref.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GDS-A3A-IPU-RU-SS</td>
<td>48 Sta ACE / RReady / SS Ped. w/ Surge</td>
<td>1</td>
<td>$8,289.00</td>
<td>$8,289.00</td>
<td>BuyBoard</td>
<td>21</td>
</tr>
</tbody>
</table>
N/A  Credit for reusing existing SS Enclosure  1  -$750.00  -$750.00  None  None
FUE1078  Motorola UHF Radio  1  $1,170.00  $1,170.00  ADOT  79
FLN1059  Motorola UHF Radio Installation Kit for SCADA  1  $345.00  $345.00  ADOT  67
GDS-BSA-U  Antenna, Low Profile UHF  1  $149.00  $149.00  BuyBoard  84
GD2458  Data Industrial Flow Monitor  1  $1,500.00  $1,500.00  ADOT  103
GDS-BM-20  ARAD 2.0" Hydrometer  1  $629.00  $629.00  BuyBoard  2
GD7632-PAN  C.B. Metal Back Panel  1  $219.00  $219.00  ADOT  89

<table>
<thead>
<tr>
<th>Part No</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext Price</th>
<th>Purchasing Coop/Contract</th>
<th>Coop/Contract Line Ref.</th>
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</thead>
<tbody>
<tr>
<td>FUE1078</td>
<td>Motorola UHF Radio</td>
<td>1</td>
<td>$1,170.00</td>
<td>$1,170.00</td>
<td>ADOT</td>
<td>79</td>
</tr>
<tr>
<td>FLN1059</td>
<td>Motorola UHF Radio Installation Kit for SCADA</td>
<td>1</td>
<td>$345.00</td>
<td>$345.00</td>
<td>ADOT</td>
<td>67</td>
</tr>
<tr>
<td>GDS-BSA-U</td>
<td>Antenna, Fiberglass Omnidirectional 5 dB Gain UHF</td>
<td>1</td>
<td>$149.00</td>
<td>$149.00</td>
<td>BuyBoard</td>
<td>84</td>
</tr>
<tr>
<td>GD2458</td>
<td>Data Industrial Flow Monitor</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>ADOT</td>
<td>103</td>
</tr>
<tr>
<td>GDS-BM-15</td>
<td>ARAD 1.5&quot; Hydrometer</td>
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<td>$619.00</td>
<td>$619.00</td>
<td>BuyBoard</td>
<td>1</td>
</tr>
<tr>
<td>GD7632-PAN</td>
<td>C.B. Metal Back Panel</td>
<td>1</td>
<td>$219.00</td>
<td>$219.00</td>
<td>ADOT</td>
<td>89</td>
</tr>
</tbody>
</table>

Subtotal Controller # 3                                      $11,551.00

Controller # 4, 32 Station Motorola ACE, Sossaman & Ray

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext Price</th>
<th>Purchasing Coop/Contract</th>
<th>Coop/Contract Line Ref.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GDS-A2A-IPU-RU-SS 32 Sta ACE / RReady / SS Ped. w/ Surge</td>
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<td>$7,569.00</td>
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<tr>
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<td>-$750.00</td>
<td>-$750.00</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>FUE1078  Motorola UHF Radio</td>
<td>1</td>
<td>$1,170.00</td>
<td>$1,170.00</td>
<td>ADOT</td>
<td>79</td>
</tr>
<tr>
<td>FLN1059  Motorola UHF Radio Installation Kit for SCADA</td>
<td>1</td>
<td>$345.00</td>
<td>$345.00</td>
<td>ADOT</td>
<td>67</td>
</tr>
<tr>
<td>GDS-BSA-U Antenna, Fiberglass Omnidirectional 5 dB Gain UHF</td>
<td>1</td>
<td>$149.00</td>
<td>$149.00</td>
<td>BuyBoard</td>
<td>84</td>
</tr>
</tbody>
</table>

Subtotal Controller # 4                                      $10,821.00

Subtotal Materials                                      $65,748.00

Subtotal Services:
1. Deliver Controllers and Other Required Equipment to Job Site – excludes any manlift/scissor lifts or boom trucks
2. Install Central Control PC and Software
3. Configure ICS (Irrigation Control System) Software
4. Program Controllers - need customer signoff on irrigation programs
5. Program Radios
6. Configure Wireless Router and Tablet PC for Remote Access
7. Configure Alarm Notification
8. Install Antennas and Coaxial Cables
9. Install Controllers
10. Label, Disconnect, and Reconnect Field Wiring
11. Install ARAD Hydrometers (3rd Party)
12. Integrate and Startup Onsite
13. Troubleshoot & Resolve Problems
14. Initial Site Walk
15. Radio Path Surveys
16. Obtain new FCC RF License
17. User Training
18. Technical Support

Subtotal Project Value                                      $99,842.00

8.3% Arizona TPT Tax on 65% of Project Value                  $5,386.48

Project Total Price Including TPT Tax                          $105,228.48
Appendix: Irrigation Control System Software for Central Control Systems

ICS has been developed by GDS (Global Data Specialists), one of Motorola’s largest Value Added Resellers for Control Systems. ICS software is an extremely intuitive and powerful control system application for irrigation central control systems.

ICS offers the following features and benefits:

1. Monitor and control Motorola irrigation controllers
   a. Works with Motorola System Tool Suite software
   b. Supports Motorola ACE3600
   c. Supports Motorola Irrinet-M as both Master and Satellite
   d. Supports replacement for Motorola Piccolo controllers

2. Ability to define highly flexible and versatile irrigation programs

3. Supports a variety of communication types:
   a. Licensed radio (800MHz, UHF, and VHF frequencies)
   b. Unlicensed radio (900 MHz spread spectrum frequencies)
   c. Ethernet
   d. Cell modems
   e. Wi-Fi and Bluetooth

4. Perform additional applications such as:
   a. Lighting control
   b. Chemical level monitoring in aquatic centers
   c. Pump controls
   d. Custom applications

5. Integrates with Weather Station to incorporate real-time weather data to modify irrigation programs

6. Robust and flexible reporting capabilities

7. Remote alarm notification by text, email or voice

8. Remote access from anywhere or a wide variety of devices such as PCs, tablets, smart phones

9. Local or cloud-based installation

10. Allows conditional programming using If/Then statements

11. Hierarchical user level access controlled by Admin

12. Ability to operate in multiple operational domains or zones

13. Mapping capability to view and manage irrigation network over aerial and satellite maps

14. Designed and developed backed by GDS’ who has 40+ years of experience and expertise in central control irrigation systems using Motorola controllers.
Example Map Screen

The Map Screen will allow a user to find/locate, and drill down into any existing Remote Terminal Unit (RTU) aka Field Unit, to check status, as well as to make changes. From the map screen, it is simple to add additional controllers too.
Example Field Unit Layout Screen

By clicking on either the Field Unit number, or the marker on the map, users can see more detail about the specific controller. The Field Unit layout screen displays the program that is running, the flow (if being monitored), as well as the type of plant material being watered.

Example RTU Configuration Screen

The RTU setup screen enables users to define the controller type being used and to define what is being watered, such as turf, bush/shrub/tree, etc. This is also where the user defines the number of inputs/outputs available on that controller and what is being monitored or controlled.
Example Conditional Statements Screen

ICS offers Conditional Statements to Start or Stop a program, generate alarms, or to change the Water Factor. Remote alarm notifications can be sent to a specific user or to a group of users if a defined condition is met. Remote alarm notifications can be text messages, emails, or voice calls.

Example Irrigation Program Screen

It is simple to create and edit Irrigation Programs. Programs can be designed to run on a particular schedule (every Monday, Wednesday, or Friday as an example), or on an Interval (every other day). The user can also determine if the program will run for a set amount of time, or volume, i.e., total number of gallons. Water factors can be used to change the amount of water distributed based off of factors such as Evapotranspiration (ET).
Example Irrigation Schedule Screen

<table>
<thead>
<tr>
<th>Field Unit</th>
<th>Group</th>
<th>Master 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>321</td>
<td>South 6th ACE</td>
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#### Schedule Table

<table>
<thead>
<tr>
<th>Program</th>
<th>Event</th>
<th>Rise Time</th>
<th>Run Time</th>
<th>In-Line</th>
<th>Flow (gph)</th>
<th>Mode</th>
<th>Start Time</th>
<th>Schedule Day</th>
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<tbody>
<tr>
<td>1</td>
<td>Yes</td>
<td>10 AM</td>
<td>14 AM</td>
<td>1</td>
<td>4</td>
<td>6</td>
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<td>X</td>
</tr>
<tr>
<td>2</td>
<td>Yes</td>
<td>12 PM</td>
<td>15 PM</td>
<td>2</td>
<td>5</td>
<td>8</td>
<td>100%</td>
<td>X</td>
</tr>
<tr>
<td>3</td>
<td>Yes</td>
<td>3 PM</td>
<td>5 PM</td>
<td>3</td>
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<td>8</td>
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<tr>
<td>4</td>
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<td>5 PM</td>
<td>7 PM</td>
<td>4</td>
<td>6</td>
<td>8</td>
<td>100%</td>
<td>X</td>
</tr>
</tbody>
</table>

*Click on Program Number to modify*
Board Action Item

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM, Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: TWY W Rehabilitation Design – Kimley Horn & Associates
Date: November 17, 2020

Proposed Motion
To approve an Authorization of Services for Taxiway W Rehabilitation Design Services with Kimley-Horn & Associates in an amount not to exceed $54,576 under CIP 744.

Narrative
Taxiway W is located east of the existing commercial aircraft ramp, and in a recent Pavement Condition Index (PCI) report showed that a majority of the taxiway (Section 10) was in Fair Condition; however, a small portion on the east side of the taxiway (Section 20) is in Poor Condition.

The poor condition taxiway pavement needs rehabilitation with most of the effort needed to improve Section 20. This project will include slab replacement, full and partial depth repair, backer rod and joint sealant replacement, crack repair and edge/corner spall repair. The Design services will include the preparation of an Engineer’s Design Report, preparation of preliminary/final contract bid documents, and bid phase services.

In 2019, a Request for Qualifications, 2020-007-RFQ for On-Call Engineering Services was issued. Kimley-Horn and Associates (KHA) was one of two firms selected as the most qualified. In accordance with the terms of our agreement, C-2020007-A, KHA worked with Airport staff to refine a Scope of Work for Engineering Design Services for the Taxiway W Rehabilitation. The cost for these services was negotiated based upon the contract fee schedule at a cost not to exceed $54,576.

Fiscal Impact
This project is part of the FY21 capital budget. The Design Services and subsequent construction will be funded with an ADOT Grant and PMGAA Matching non-grant funds under CIP 744.

Attachment(s)
AOS, Proposal
RESOLUTION NO. 20-50

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

WHEREAS the Authority desires to approve an Authorization of Services for Taxiway W Rehabilitation Design Services with Kimley-Horn & Associates in an amount not to exceed $54,576 under CIP 744;

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

The Board of Directors of the Authority hereby authorizes an Authorization of Services for Taxiway W Rehabilitation Design Services with Kimley-Horn & Associates in an amount not to exceed $54,576 under CIP 744. This resolution also authorizes the Chair or Executive Director/CEO to execute such Authorization of Services, with such insertions, 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 17th day of November, 2020.

Gail Barney, Chair

Misty Johnson, Clerk of the Board

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

1. **PROJECT**: TWY W Rehabilitation Design under CIP 744.

2. **SCOPE OF WORK**: Perform and provide Design Services related to the rehabilitation of Taxiway W with concentration on Section 20. All services are to be performed in accordance with PMGAA Agreement C-2020-007-A, including the Standard Terms, and the attached detailed scope of work. Services shall be coordinated with and approved by PMGAA Authorized Representative prior to start of work.

3. **FEE FOR SERVICES**: The fee for services shall be based upon the attached scope of work, not to exceed Fifty-four thousand five hundred seventy-six dollars and zero cents ($54,576), of ADOT and PMGAA Matching non-grant funds without the express written approval of PMGAA.

4. **AVAILABILITY OF PROJECT FUNDING**: The approval and continuation of this contract is subject to the availability of funds provided to, made available to, or appropriated by PMGAA for this purpose. In the event that funds are not available or appropriated for PMGAA’s payment requirements under this contract for the goods and/or services to be provided hereunder, PMGAA may terminate this contract by providing notice to the consultant of the lack of the availability of funds. The consultant acknowledges and agrees that one source of funding for this contract may be funds made available from the Federal Aviation Administration and/or Arizona Department of Transportation, and that this contract, its approval and continuation, is contingent on the availability of those funds being made to PMGAA.

5. **INCORPORATED**: The following documents are hereby incorporated with this Authorization of Services and made part thereof:

   ☑ PMGAA Agreement C-2020007-A dated December 17, 2019.

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

   ☑ Scope and Fee Proposal dated October 2020.

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

**APPROVED FOR PMGAA:**

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

**ACCEPTED FOR Kimley-Horn & Associates:**

By: ____________________________
Print: __________________________
Title: __________________________
Date: __________________________
EXHIBIT A

SCOPE OF WORK
ENGINEERING SERVICES
for
Taxiway W Rehabilitation Design

A. PROJECT DESCRIPTION: Airport staff have requested assistance with the engineering design of Taxiway W Rehabilitation. Taxiway W is located east of the existing commercial aircraft ramp. A recent Pavement Condition Index (PCI) showed that the majority (Section 10) of the taxiway was in Satisfactory condition with an average PCI of 81 but that the east side (section 20) was in Poor condition. The taxiway pavement needs rehabilitation with most of the effort needed to improve section 20. This project may include the following rehabilitation methods: slab replacement, full and partial depth repair, backer rod and joint sealant replacement, crack repair, and edge/corner spall repair.

The intent of this scope of work is to provide design services to prepare construction documents for the rehabilitation of Taxiway W and that the work will be done by a contractor adhering to FAA construction requirements. Design services will be comprised of the preparation of an Engineer's Design Report, preparation of preliminary/final contract bid documents, and bid phase services. The project will be bid as soon as practical using a combination ADOT and PMGAA funding. Construction Administration services may be added to this project at a later date. No topographic surveys, utility designation, additional geotechnical investigations are thought to be necessary for this design effort.

Preliminary Project Area
B. PROJECT SCOPE: The specific scope of work for this Authorization of Service is identified as follows:

1. PROJECT ADMINISTRATION: The following general tasks are anticipated to be needed for the project.
   a) Provide project administrative tasks for support throughout the project.
   b) Provide project planning, budgeting, and initial project schedule.
   c) Provide monthly progress reports, meetings and notes of project meetings.
   d) Attend (up to four) coordination and plan review meetings.

2. ENGINEER’S DESIGN REPORT: Kimley-Horn will produce an Engineer's Design Report for the project which will include a description of design methodology and other design concepts, criteria and standards used. Reference will be made to appropriate FAA design circulars, specifications and applicable federal and state regulations. Design standards will be generally in accordance to FAA Advisory Circular 150/5300-13, Airport Design, other applicable circulars and Maricopa Association of Governments (MAG) standards. A draft Construction Safety Plan and appropriate air study submittals will be made as required by the FAA for typical construction projects.

3. PRELIMINARY SUBMITTAL: Information created and determined during previous study will be used to start to prepare the construction plans and specifications. Information from the E-ALP/GIS project will be used as a base for use on the project. These efforts will be done so that preliminary plans can be prepared. A limited number of preliminary plan sheets (project layout, preliminary typical section, geometrics layout and preliminary electrical layout), an outline of intended specifications, and preliminary cost estimate will be provided to display the project elements to Arizona Department of Transportation (ADOT). A facilitated review meeting with the airport and ADOT will be held to review the proposed work.

4. FINAL REVIEW SUBMITTAL (95%): The Engineer will provide design and contract construction documents for the taxiway improvements. The Engineer will provide engineering drawings and specifications to be used as contract documents. Plan sheets will include: cover sheet, sheet index, summary of quantities, general notes and abbreviations, project layout, construction phasing, demolition, typical section/details, geometric layout, joint layout/details, pavement markings plan/details, and pavement repair details will be prepared for the project. The Engineer will assemble owner provided front end documents, a project quantity-based bid proposal, FAA general provisions, special provisions (unique project requirements), and technical specifications to be used as project contract documents for the bidding process.

Plans, specifications, engineer’s design report and construction safety/phasing plan will be prepared for Final Review submittal. Facilitated review meetings will be held after each submittal and comments by PMGAA and ADOT will be incorporated into the next submittal.

5. ISSUED FOR BID SUBMITTAL (IFB): The Engineer will provide Issued for Bid Plans, Specifications, Cost Estimate, and Construction Documents for the Taxiway W Rehabilitation project.

Construction Costs: An Engineer's Opinion of Probable Construction Costs will be provided for the project and will be based on cost history for past work within the vicinity of the airfield and for projects of a similar nature. The opinion of probable cost will reflect construction during a regular construction schedule.

6. PRE-BID ASSISTANCE SERVICES: The Engineer will provide bidding assistance, issue contract documents to reprographics company for distribution, attend pre-bid conference, answer contractor questions, prepare addendum, tabulate bids, prepare bid summary spreadsheet, and submit to PMGAA written recommendation of award.
C. DELIVERABLES: The following deliverables will be provided according to this contract:
   (1) Engineer's Design Report – four copies to PMGAA.
   (2) Plans and Specifications (Preliminary and Final Review Submittals) two (2) copies to PMGAA, and
       one (1) copy to ADOT.
   (3) Construction Safety Plan/Phasing Plan – copy with each submittal.
   (4) Opinion of probable construction costs – copy with each submittal.
   (5) Issued For Bid Plans and Specifications (IFB Submittal) one review copy to PMGAA. The Airport
       will provide copies of the plans to contractors for bidding purposes.
   (6) Electronic drawing files to PMGAA.

D. OWNER'S RESPONSIBILITIES: PMGAA will furnish specification front end documents including,
   DBE, legal, bonding and other provisions as required for the contract documents. The Engineer will
   assemble this information into the contract documents for the bidding process. The information will be due
   from PMGAA at time of service authorization. PMGAA will review the plan submittals in a timely fashion
   and provide written comments of the desired changes to the contract documents. PMGAA will provide all
   archeological and environmental clearances for the project.

E. WORK SCHEDULE: Work is to be completed within seven (3) months from the authorization of service
   date. Draft Schedule as attached.

F. CONSULTANT'S COMPENSATION FOR SERVICES: The CONSULTANT shall be compensated for
   services using a labor fee plus expense basis with the maximum not to exceed fee shown below. Kimley-
   Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task
   amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts
   among tasks as necessary.

   Design Services - $ 54,575.77

   The derivation of engineering fee for design services are attached to this authorization as Exhibits.
## EXHIBIT I - DESIGN DOCUMENTS - ENGINEERING FEE

Taxiway W Rehabilitation Design

**DERIVATION OF COST OF PROPOSAL FEE**

### 1. DIRECT LABOR

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**TOTAL CONSULTANTS**

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**TOTAL ENGINEERING FEE**

| FEE (% OF NET) | $54,575.77 |
Taxiway W Rehabilitation Design  
Phoenix-Mesa Gateway Airport  
Phoenix-Mesa Gateway Airport Authority

DATE: October 2020

EXHIBIT II - DESIGN DOCUMENTS - ENGINEERING FEE  
Taxiway W Rehabilitation Design

DERIVATION OF COST OF PROPOSAL FEE

1. Direct Salary Costs

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Total Direct Salary Costs: 359 $16,279.90

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs By 193.59% $31,516.26

3. Subtotal of Items 1 and 2 $47,796.16

4. Fixed Payment

10% of Item No. 3: $4,779.62

5. Non-Salary Expenses

| EXPENSE (Printing/Travel)                    | 2,000.00 |
| Total Direct Non-Salary Expenses            | $2,000.00 |

6. Subcontract Costs

| SURVEY - N/a | GEOTECHNICAL - N/a | UNDERGROUND LOCATION - N/a |
| Subtotal of subcontract Costs               | $0.00      |

7. TOTAL ENGINEERING FEE $54,575.77
### Taxiway W Rehabilitation Design

**Phoenix-Mesa Gateway Airport**

**Phoenix-Mesa Gateway Airport Authority**

**DATE:** October 2020

#### Taxiway W Rehabilitation Design

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Board Action Item

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM, Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O’Neill, A.A.E., Executive Director/CEO
Subject: Alpha Apron Expansion Phase III – Kimley Horn & Associates
Date: November 17, 2020

Proposed Motion
To authorize amendment of the FY21 Capital Improvement Program to include project CIP 719 Alpha Apron Expansion Phase III not to exceed $6.3 million.

Narrative
In FY2004 PMGAA completed a 250,000 square foot aircraft parking apron, which resulted in a private development along its edge. An expansion to that apron (Phase II) was constructed in FY2011. Due to current demands, PMGAA needs additional apron space and is ready to move forward with the Phase III Expansion of the Alpha Apron. This Refresh of the original design will bring the plans up to current FAA design and geometric standards.

The project will expand the existing Alpha Apron 480 feet to the North. This project will include the construction of a Portland cement concrete apron pavement section, asphalt paved shoulders, taxiway/apron lighting, grading and drainage, pavement markings, utility design, and is anticipated to be constructed in multiple phases. The Engineer will also provide an updated Engineer’s Design Report, preparation of preliminary/final contract bid documents, and bid phase services. This project will provide available parking for heavier aircraft group III and above.

Fiscal Impact
This project is proposed to be included in the FY21 capital budget. The project will be initially funded with PMGAA Non-grant funding and reimbursed with future PFC funding under CIP 719. The project start date is November 17, 2020 and estimated to be completed September 1, 2021.

Attachment(s)
None.
RESOLUTION NO. 20-51

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

WHEREAS the Authority desires to authorize amendment of the FY21 Capital Improvement Program to include project CIP 719 Alpha Apron Expansion Phase III not to exceed $6.3 million;

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

The Board of Directors of the Authority hereby authorizes amendment of the FY21 Capital Improvement Program to include project CIP 719 Alpha Apron Expansion Phase III not to exceed $6.3 million. This resolution also authorizes the Chair or Executive Director/CEO to execute such Agreement, with such insertions, 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 17th day of November, 2020.

Gail Barney, Chair

ATTEST: APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney
Board Action Item
Re: Resolution 20-52

To: Board of Directors
From: R. J. Draper, P.E., LEED AP, CM, Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Alpha Apron Expansion Phase III Design Repackage – Kimley Horn & Associates
Date: November 17, 2020

Proposed Motion
To approve an Authorization of Services for Alpha Apron Expansion Phase III Design Repackage Engineering Design Services with Kimley-Horn & Associates in an amount not to exceed $78,234 under CIP 719.

Narrative
In FY2004 PMGAA completed a 250,000 square foot aircraft parking apron, which resulted in a private development along its edge. An expansion to that apron (Phase II) was constructed in FY2011. Due to current demands, PMGAA needs additional apron space and is ready to move forward with the Phase III Expansion of the Alpha Apron. This Refresh of the original design will bring the plans up to current FAA design and geometric standards.

The project will expand the existing Alpha Apron 480 feet to the North. This project will include the construction of a Portland cement concrete apron pavement section, asphalt paved shoulders, taxiway/apron lighting, grading and drainage, pavement markings, utility design, and is anticipated to be constructed in multiple phases. The Engineer will also provide an updated Engineer’s Design Report, preparation of preliminary/final contract bid documents, and bid phase services.

In 2019, a Request for Qualifications, 2020-007-RFQ for On-Call Engineering Services was issued. Kimley-Horn and Associates (KHA) was one of two firms selected as the most qualified. In accordance with the terms of our agreement, C-2020007-A, KHA worked with Airport staff to refine a Scope of Work for Engineering Design Services for the Alpha Apron Expansion Phase III Design Repackage. The cost for these services was negotiated based upon the contract fee schedule at a cost not to exceed $78,234 and has been verified by an independent fee estimate.

Fiscal Impact
This project is proposed to be included in the FY21 capital budget. The Design Services and subsequent construction contract will be funded with PMGAA Non-grant funding and with future reimbursement with PFC funding under CIP 719.

Attachment(s)
AOS, Proposal
RESOLUTION NO. 20-52

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

WHEREAS the Authority desires to approve an Authorization of Services for the Alpha Apron Expansion Phase III Design Repackage Engineering Design Services with Kimley-Horn & Associates in an amount not to exceed $78,234 under CIP 719;

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

The Board of Directors of the Authority hereby approves an Authorization of Services for Alpha Expansion Phase III Design Repackage Engineering Design Services with Kimley-Horn & Associates in an amount not to exceed $78,234 under CIP 719. This resolution also authorizes the Chair or Executive Director/CEO to execute such Authorization of Services, with such insertions, 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 17th day of November, 2020.

Gail Barney, Chair

ATTEST:  APPROVED AS TO FORM:

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

1. **PROJECT:** Alpha Apron Expansion Phase III Design Repackage under CIP 719.

2. **SCOPE OF WORK:** Perform and provide Engineering Design Services related to expanding the existing Alpha Apron 480 feet to the North. All services are to be performed in accordance with PMGAA Agreement C-2020-007-A, including the Standard Terms, and the attached detailed scope of work. Services shall be coordinated with and approved by PMGAA Authorized Representative prior to start of work.

3. **FEE FOR SERVICES:** The fee for services shall be based upon the attached scope of work, not to exceed Seventy-eight thousand two hundred thirty-four dollars and zero cents ($78,234), of PMGAA non-grant funds without the express written approval of PMGAA.

4. **AVAILABILITY OF PROJECT FUNDING:** The approval and continuation of this contract is subject to the availability of funds provided to, made available to, or appropriated by PMGAA for this purpose. In the event that funds are not available or appropriated for PMGAA’s payment requirements under this contract for the goods and/or services to be provided hereunder, PMGAA may terminate this contract by providing notice to the consultant of the lack of the availability of funds. The consultant acknowledges and agrees that one source of funding for this contract may be funds made available from the Federal Aviation Administration and/or Arizona Department of Transportation, and that this contract, its approval and continuation, may contingent on the availability of those funds being made to PMGAA.

5. **INCORPORATED:** The following documents are hereby incorporated with this Authorization of Services and made part thereof:

   ☑ PMGAA Agreement C-2020007-A dated December 17, 2019.

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

   ☑ Scope and Fee Proposal dated October 2020.

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

**APPROVED FOR PMGAA:**

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

**ACCEPTED FOR Kimley-Horn & Associates:**

By: ____________________________
Print: __________________________
Title: __________________________
Date: __________________________
EXHIBIT A

SCOPE OF WORK
ENGINEERING DESIGN SERVICES
for
Alpha Apron Expansion Phase III (Repackage) - Design

A. PROJECT DESCRIPTION: Over the last couple decades, the demand for aircraft-parking/hangar-buildings at the Phoenix-Mesa Gateway Airport (the Airport) created the need for additional apron areas to be constructed on the southwest side of the airfield. The “Cargo Apron and Taxiway B” project built the first phase of the current Alpha Apron area, followed by a second project which extended the apron to the south (referred to as the “Alpha Apron Phase II” project). Later, in 2011 Kimley-Horn was tasked with the design of a third phase of construction (referred to as the “Alpha Apron Expansion Phase III” project), but upon completion of design plans, the project was put on hold (prior to going out to bid) due to lack of project funding. Currently the demands have grown again, and there is a need for additional apron area. The Airport has tasked Kimley-Horn with updating and repackaging the previously designed plans for expanding the Alpha Apron, bringing them up to current FAA design standards (which now utilize different criteria for design dimensions, standards, and recommendations from what the project was originally designed for in 2011). In addition to bringing the design of the Phase III apron expansion up to current FAA geometric standards, Kimley-Horn has been tasked with mitigating the subsequent issue (post construction of the Phase III apron expansion) of “direct access” from the new apron area to Runway 12R-30L, via existing Taxiway K, which is no longer allowed per current FAA design requirements. The proposed design for mitigating the issue of “direct access” to Runway 12R-30L will reflect the ultimate conditions for this area that are incorporated in the current version of the Airport’s ALP.

The project will expand the existing Alpha Apron 480 feet to the North, while tying into adjacent Taxiways ‘A’ and ‘V’. This project will include the construction of a Portland cement concrete apron pavement section, asphalt paved shoulders, taxiway/apron lighting, grading and drainage, pavement markings, utility design, and is anticipated to be constructed in multiple phases. The preliminary/schematic geometry of the proposed Alpha Apron Expansion Phase III (Repackage) project is shown in the Figure below.

Design services will be comprised of the preparation of an Engineer’s Design Report, utility designation, preparation of final-review/issued-for-bid contract bid documents, and bid phase services. The project is anticipated to be bid in January of 2021 using PMGAA (PFC) funding. Construction Administration services may added to this project at a later date.

Preliminary Project Layout
B. PROJECT SCOPE: The specific scope of work for this Authorization of Service is identified as follows:

1. PROJECT ADMINISTRATION: The following general tasks are anticipated to be needed for the project.
   a) Provide project administrative tasks for support throughout the project.
   b) Provide project planning, budgeting, and initial project schedule.
   c) Provide bi-weekly progress reports, meetings and notes of project meetings.
   d) Attend (up to two) coordination and plan review meetings.

2. PRELIMINARY ALTERNATIVE EXHIBITS: Kimley-Horn (the Engineer) will analyze the proposed updates to the previously designed Alpha Apron Phase III plans, and how they will affect the surrounding taxiway network. As previously identified, one of the results of the proposed apron expansion is that the new apron geometry will provide direct access from the new apron pavement to Runway 12R-30L, which is in violation of FAA design standards. Kimley-Horn will put together preliminary Exhibit(s) to show alternative recommendations for mitigating the issue of direct access, consistent with FAA standards and preferences, and consistent with the ultimate conditions outlined in the current version of the Airport’s ALP. A facilitated review meeting will be held where PMGAA will provide comments and help select a preferred alternative. Kimley-Horn will then take the comments provided at the review meeting and incorporate them into the design/plans.

3. FINAL REVIEW SUBMITTAL (95%): The Engineer will provide design and contract construction documents for the apron improvements. The Engineer will provide engineering drawings and specifications to be used as contract documents. Plan sheets will include: cover sheet, sheet index, summary of quantities, general notes and abbreviations, project layout, construction phasing, demolition, typical section/details, geometric layout, plan and profiles, pavement elevations, grading & drainage, storm drain profiles/details, joint layout/details, pavement markings plan/details, stormwater pollution prevention plan, electrical, and details will be prepared for the project. The Engineer will assemble owner provided front end documents, a project quantity based bid proposal, FAA general provisions, special provisions (unique project requirements), and technical specifications to be used as project contract documents for the bidding process. The Engineer’s Design Report will include a description of design methodology and other design concepts, criteria and standards used. Reference will be made to appropriate FAA design circulars, specifications and applicable federal and state regulations. Design standards will be according to FAA Advisory Circular 150/5300-13A (Change 1) “Airport Design”, other applicable circulars, and Maricopa Association of Governments (MAG) standards. A draft Construction Safety Plan and appropriate air study submittals will be made as required by the FAA for typical construction projects.

Information from the E-ALP/GIS project will be used as a base and to augment the survey and utility files for use on the project.

Plans, specifications, engineer’s design report and construction safety/phasing plan will be prepared for Final Review submittal. Facilitated review meetings will be held with PMGAA, and with the FAA and ADOT if required, after each submittal and comments will be incorporated into the next submittal.

4. ISSUED FOR BID SUBMITTAL (IFB): The Engineer will provide Issued For Bid Plans, Specifications, Cost Estimate, and Construction Documents for the Alpha Apron Expansion Phase III (Repackage) project.

Construction Costs: An Engineer's Opinion of Probable Construction Costs will be provided for the project and will be based on cost history for past work within the vicinity of the airfield and for projects of a similar nature. The opinion of probable cost will reflect construction during a regular construction schedule.

5. PRE-BID ASSISTANCE SERVICES: The Engineer will provide bidding assistance, issue contract documents to reprographics company for distribution, attend pre-bid conference, answer contractor
questions, prepare addendum, tabulate bids, prepare bid summary spreadsheet, and submit to PMGAA written recommendation of award.

C. DELIVERABLES: The following deliverables will be provided according to this contract:
   (1) Preliminary Alternative Exhibit(s)
   (2) Engineer's Design Report – four copies to PMGAA.
   (3) Plans and Specifications (Final Review Submittal) four (4) copies to PMGAA (and one (1) copy to the FAA and ADOT review if required).
   (4) Construction Safety Plan/Phasing Plan – copy with each submittal.
   (5) Opinion of probable construction costs – copy with each submittal.
   (6) Issued For Bid Plans and Specifications (IFB Submittal) four (4) copies to PMGAA. The Airport will provide copies of the plans to contractors for bidding purposes.
   (7) Electronic drawing files to PMGAA.

D. OWNER'S RESPONSIBILITIES: PMGAA will furnish specification front end documents including, DBE, legal, bonding and other provisions as required for the contract documents. The Engineer will assemble this information into the contract documents for the bidding process. The information will be due from PMGAA at time of service authorization. PMGAA will review the plan submittals in a timely fashion and provide written comments of the desired changes to the contract documents. PMGAA will provide all archeological and environmental clearances for the project.

E. WORK SCHEDULE: Work is to be completed within five (5) months from the authorization of service date. Draft Schedule as attached.

F. CONSULTANT'S COMPENSATION FOR SERVICES: Kimley-Horn shall be compensated for services using a labor fee plus expense basis with the maximum not to exceed fee shown below. Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

   Design Services - $78,233.94

The derivation of engineering fee for design services are attached to this authorization as Exhibits.
**EXHIBIT I - DESIGN DOCUMENTS - ENGINEERING FEE**

Alpha Apron Expansion Phase III (Repackage)

**DERIVATION OF COST OF PROPOSAL FEE**

### 1. DIRECT LABOR

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<tr>
<th>TASK</th>
<th>DESCRIPTION</th>
<th>MANHOURS</th>
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**TOTAL DIRECT LABOR**

460

$23,138.00

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### 3. CONSULTANTS:

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### 4. ENGINEERING FEE

| TOTAL LABOR | 23,138.00 |
| OVERHEAD (%) | 193.59% | 44,792.85 |
| FEE (% OF NET) | 10% | 6,793.09 |
| CONSULTANTS | 2,500.00 |
| EXPENSES | 1,010.00 |

**TOTAL ENGINEERING FEE**

$78,233.94
### EXHIBIT II - DESIGN DOCUMENTS - ENGINEERING FEE

Alpha Apron Expansion Phase III (Repackage)

#### DERIVATION OF COST OF PROPOSAL FEE

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2. **Labor and General & Administrative Overhead**

Percentage of Direct Salary Costs By 193.59%  

$44,792.85

3. **Subtotal of Items 1 and 2**

$67,930.85

4. **Fixed Payment**

10% of Item No. 3:  

$6,793.09

5. **Non-Salary Expenses**

| EXPENSE (Printing/Travel)                  | 1,010.00 |
| **Total Direct Non-Salary Expenses**       |          | **$1,010.00** |

6. **Subcontract Costs**

| TRACE ENGINEERING - SURVEY - ALLOWANCE     | 2,500.00 |
| **Subtotal of subcontract Costs**          |          | **$2,500.00** |

7. **TOTAL ENGINEERING FEE**

$78,233.94
## Project Administration

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<th>Comm.</th>
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## Final Review Submittal (95%)

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### Quantities & Cost Estimate

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<th>Prof.</th>
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Newspaper Advertisement Dates | 1/7/2021 | 5 days prior to counter date |
| 1/14/2021 | 2 days after counter date |
| 1/21/2021 | 9 days after counter date |
| 1/28/2021 | 16 days after counter date |
| 2/4/2021 | 23 days after counter date |
**Bid Package Counter Date Availability** | 1/12/2021 | 30 days prior to bid opening |
**Pre-Bid Conference Date** | 1/19/2021 | 23 days prior to bid opening |
**Last Date of Written Questions** | 1/28/2021 | 14 days prior to bid opening |
**Issue Addenda NLT** | 2/4/2021 | 7 days prior to bid opening |
**Bid Opening Date** | 2/11/2021 | Thursday 2:00 |

*NLT (No Later Than)*

**PMGA Project No:** 2020-0XX-IFB **TBD**  
**PMGA Solicitation No:** XXXX **TBD**

**Project Title:** Alpha Apron Expansion Phase III (Repackage) - Advertisement

**ADOT Grant No:** N/A  
**FAA Grant No:** N/A
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: September 2020 Financials
Date: November 17, 2020

Attached is the monthly Financials Report for September 2020.
<table>
<thead>
<tr>
<th>Month of September 2020</th>
<th>Y.T.D as of September 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Aeronautical Operating Revenues</strong></td>
<td><strong>Aeronautical Operating Revenues</strong></td>
</tr>
<tr>
<td><strong>Aircraft Parking</strong></td>
<td><strong>Aircraft Parking</strong></td>
</tr>
<tr>
<td>$12,713</td>
<td>$17,605</td>
</tr>
<tr>
<td><strong>Fuel Flows/ Fees</strong></td>
<td><strong>Fuel Flows/ Fees</strong></td>
</tr>
<tr>
<td>$42,000</td>
<td>$50,054</td>
</tr>
<tr>
<td><strong>Landing Fees</strong></td>
<td><strong>Landing Fees</strong></td>
</tr>
<tr>
<td>$79,146</td>
<td>$73,233</td>
</tr>
<tr>
<td><strong>Lease Income Aero</strong></td>
<td><strong>Lease Income Aero</strong></td>
</tr>
<tr>
<td>$233,077</td>
<td>$191,469</td>
</tr>
<tr>
<td><strong>Fuel Sales</strong></td>
<td><strong>Fuel Sales</strong></td>
</tr>
<tr>
<td>$520,078</td>
<td>$485,753</td>
</tr>
<tr>
<td><strong>Services Sold - Aero</strong></td>
<td><strong>Services Sold - Aero</strong></td>
</tr>
<tr>
<td>$290,631</td>
<td>$420,476</td>
</tr>
<tr>
<td><strong>Total Aeronautical Operating Revenues</strong></td>
<td><strong>Total Aeronautical Operating Revenues</strong></td>
</tr>
<tr>
<td>$1,177,645</td>
<td>$1,246,590</td>
</tr>
</tbody>
</table>

| **Non-Aeronautical Operating Revenues** | **Non-Aeronautical Operating Revenues** |
| **Concessions** | **Concessions** |
| $58,053 | $28,561 | $(29,492) | -51% |
| **Lease Income Non-Aero** | **Lease Income Non-Aero** |
| $98,590 | $105,798 | $7,208 | 7% |
| **Parking** | **Parking** |
| $283,739 | $183,852 | $(99,077) | -35% |
| **Rental Car Fees** | **Rental Car Fees** |
| $92,069 | $66,974 | $(25,095) | -27% |
| **Svcs Sold - Non Aero** | **Svcs Sold - Non Aero** |
| $5,024 | $4,200 | $(824) | -16% |
| **Sub-total Non-Aero Operating Revenues** | **Sub-total Non-Aero Operating Revenues** |
| $537,435 | $389,385 | $(148,050) | -28% |
| **Total Operating Revenues** | **Total Operating Revenues** |
| $1,715,080 | $1,635,975 | $(79,105) | -5% |

| **Operating Expenses** | **Operating Expenses** |
| **Costs of Goods Sold** | **Costs of Goods Sold** |
| $329,134 | $262,133 | $67,001 | 26% |
| **Personnel** | **Personnel** |
| $658,070 | $649,497 | $8,573 | 1% |
| **Comm & Utilities** | **Comm & Utilities** |
| $86,608 | $90,356 | $(3,948) | -3% |
| **Contractual Services** | **Contractual Services** |
| $385,742 | $379,296 | $6,446 | 2% |
| **Insurance** | **Insurance** |
| $61,556 | $41,989 | $19,567 | 32% |
| **Other** | **Other** |
| $8,492 | $19,354 | $(10,862) | -128% |
| **Repairs & Maintenance** | **Repairs & Maintenance** |
| $121,406 | $54,802 | $66,604 | 65% |
| **Air Service Incentives [2,000,000]** | **Air Service Incentives [2,000,000]** |
| 0 | 0 | 0 | 0 |
| **Operating Contingency [2,313,872]** | **Operating Contingency [2,313,872]** |
| 0 | 0 | 0 | 0 |
| **Total Operating Expenses** | **Total Operating Expenses** |
| $1,727,595 | $1,559,182 | $168,413 | 10% |

| **Operating Income (Loss)** | **Operating Income (Loss)** |
| **Operating Income (Loss)** | **Operating Income (Loss)** |
| $(12,515) | $76,793 | $(89,308) | -714% |
| **Depreciation** | **Depreciation** |
| -0.7% | 4.7% | | |
| **CARES Act Recovery** | **CARES Act Recovery** |
| 1,308,377 | 1,343,096 | 3,929,351 | 4,064,948 |
| **Total -to-Date CARES Act Recovery** | **Total -to-Date CARES Act Recovery** |
| 1,005,508 | 3,402,215 | |
| **Total Operating Income (Loss)** | **Total Operating Income (Loss)** |
| 0.7% | 4.7% | | |
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: October 21, 2020

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

Active/Pending Solicitations

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals</td>
<td>2021-014-RFP</td>
<td>Airfield Lighted Guidance Signs and Parts</td>
<td>November 2020</td>
</tr>
<tr>
<td>Request for Proposals</td>
<td>2021-015-RFP</td>
<td>Brochure Display &amp; Distribution Services</td>
<td>February 2021</td>
</tr>
</tbody>
</table>

Future Solicitations

<table>
<thead>
<tr>
<th>Type Solicitation</th>
<th>Number</th>
<th>Title</th>
<th>Scheduled for Release</th>
<th>Anticipated Contract Award (Board Action)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Qualifications</td>
<td>2021-016-RFQ</td>
<td>Master Developer</td>
<td>December 2020</td>
<td>May 2021</td>
</tr>
</tbody>
</table>

Equipment Disposals

Fiscal year totals from sales of decommissioned / nonworking equipment total $8,460.

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

To:        Board of Directors
From: Shea Joachim, CEcD, Business Development Director
Through:  J. Brian O’Neill, A.A.E., Executive Director/CEO
Re:       Update on the Ground Lease Agreement for Lot 50A
Date:      November 17, 2020

Background
On July 21, 2020 the Phoenix-Mesa Gateway Airport Authority Board of Directors unanimously approved a new ground lease agreement with Cimarron Airpark, LLC XVII (“Cimarron”) for Lot 50A. The term of the ground lease agreement was five (5) years and was intended to facilitate the expansion of Top Aces Corporation (“Top Aces”).

Update
Shortly following the July 2020 PMGAA Board meeting, but before the ground lease agreement was fully executed, representatives from Cimarron and Top Aces contacted PMGAA Staff and explained that Top Aces did not win the Federal contract they expected to win and thus their need to expand onto Lot 50A was in question. Representatives from Cimarron and Top Aces requested some time to reevaluate the need for Lot 50A before signing the approved ground lease agreement. PMGAA Staff has remained in contact with Cimarron and Top Aces and it is evident the ground lease agreement will not be finalized.

Recommendation and Next Steps
The ground lease agreement for Lot 50A that was approved on July 21, 2020 will not be signed by the Executive Director. If, at a later date, Top Aces and Cimarron choose to move forward with a ground lease for Lot 50A a new ground lease agreement will be presented to the PMGAA Board for consideration.

Attachment
None
Notice of Meeting Cancellation

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the public that the Regular Meeting of the Phoenix-Mesa Gateway Airport Authority Board of Directors scheduled for Tuesday, December 15, 2020, has been cancelled.

The next Regular Meeting of the Phoenix-Mesa Gateway Airport Authority Board of Directors is scheduled for Tuesday, January 19, 2021 at 9:00 a.m. in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. 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).

DATED this 9th day of December, 2020.

I Misty Johnson, do hereby certify that I caused to be posted this 9th day of December, 2020, the Notice of Cancellation of the 12/15/2020 Phoenix-Mesa Gateway Airport Authority Board of Directors Meeting in the following places: 1) www.gatewayairport.com ; 2) Gateway Administration Building.

Misty Johnson, Clerk of the Board