SCOTTSDALE AIRPORT ADVISORY COMMISSION
MEETING ***AMENDED***NOTICE
AND AGENDA
Reworded Item No. 1

Wednesday, May 16, 2018
5:00 p.m.
Scottsdale Airport Operations Center
15255 N. Airport Drive, Scottsdale, AZ

AIRPORT ADVISORY COMMISSION
John Celigoy, Chair
Cory Little, Vice Chair        Larry Bernosky
Brad Berry                     John Berry
Liz Kaplan                     Kevin Maxwell

Call to Order

Roll Call

Pledge of Allegiance

Aviation Director’s Report
The public body may not propose, discuss, deliberate or take legal action on any matter in the
summary unless the specific matter is properly noticed for legal action.

Approval of Minutes
Regular Meeting: April 18, 2018

Public Comment
Citizens may complete one Request to Speak “Public Comment” card per night and submit it to
Aviation Staff. Public Comment time is reserved for citizen comment regarding non-agendized
items. No official action can be taken on these items. Public Comment is limited to a total of 15
minutes at the beginning and 15 minutes at the end of the meeting. Speakers are limited to three
minutes to address the Commission during “Public Comment.”

Persons with a disability may request a reasonable accommodation by contacting Airport Administration (480-
312-2321). Requests should be made 24 hours in advance or as early as possible to allow time to arrange
accommodation. For TTY Users, the Arizona Relay Service (1-800-367-8939) may contact the Aviation Department
(480-312-2321).
REGULAR AGENDA  ITEMS 1-8

How the Regular Agenda Works: The Commission takes a separate action on each item on the Regular Agenda. If you wish to address the Commission regarding any or all of the items on the Regular Agenda, please complete a Comment Card for each topic you wish to address and submit it to Aviation Staff. Speakers will be given three minutes to speak per item. Additional time may be granted to speakers representing two or more persons. Cards for designated speakers and the persons they represent must be submitted together. Comment cards must be submitted before public testimony has begun on any Regular Agenda or Public Hearing item.

1. Discussion and possible action to recommend approval of 7-GP-2017 & 23-ZN-2017 (Wolff Legacy Scottsdale), a non-major General Plan Amendment to change the City of Scottsdale 2001 General Plan land use designation from Commercial and Employment to Office and a Zoning District Map Amendment from Central Business, Environmentally Sensitive Lands, Hillside District (C-2, ESL, HD) zoning and Industrial Park, Environmentally Sensitive Lands, Hillside District (I-1, ESL, HD) zoning to Commercial Office, Environmentally Sensitive Lands (C-O ESL) zoning to amend stipulations and the land use budget of case 47-Z-87 to increase the number of dwelling units for the development of a minimal residential health care facility, on a +/- 14-acre site located on the northwest corner of E. Legacy Blvd and N. Pima Rd. Staff Contact: Meredith Tessier, Senior Planner 480-312-4211, mtessier@scottsdaleaz.gov. Staff Presenter: Greg Bloemberg, Senior Planner, 480-3124306, gblo@scottsdaleaz.gov

2. Discussion and possible action to recommend to City Council approval of construction contract No. 18PB021 to Combs Construction Company, Inc. in the amount of $2,230,591 for the Delta Apron Reconstruction project if a grant is received from the Federal Aviation Administration. Staff contact: Chris Read, Airport Operations Manager, 480-312-2674, cread@scottsdaleaz.gov

3. Discussion and possible action to recommend to City Council approval of engineering contract No. 2018-055-COS to Mead & Hunt, Inc. Staff contact: Chris Read, Airport Operations Manager, 480-312-2674, cread@scottsdaleaz.gov

4. Discussion and input regarding the Monthly Construction Report Staff contact: Chris Read, Airport Operations Manager, 480-312-2674, cread@scottsdaleaz.gov

5. Discussion and input regarding Monthly Operations Report for April Staff contact: Chris Read, Airport Operations Manager, 480-312-2674, cread@scottsdaleaz.gov

6. Discussion and input regarding Financial Report for March Staff contact: Carmen Williams, Management Analyst, 480-312-8475, cawilliams@scottsdaleaz.gov

7. Discussion and input regarding Public Outreach Programs and Planning Projects Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, sferrara@scottsdaleaz.gov
8. **Administrative report from the Aviation Director, or designee, regarding the status of pending aviation-related items**  
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov

9. **Discussion and possible action to modify the Airport Advisory Commission Meeting Schedule and Commission Item Calendar**  
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov

**Public Comment**
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**Future Agenda Items**  
Discussion and possible action to add Commissioner requested item on a future agenda.

**Adjournment**
PRESENT: John Celigoy, Chair  
Cory Little, Vice Chair  
Brad Berry  
John Berry  
Larry Bernosky  
Kevin Maxwell

ABSENT: Liz Kaplan

STAFF: Carmen Williams, Management Analyst  
Chris Read, Airport Operations Manager  
Gary Mascaro, Aviation Director  
Sarah Ferrara, Aviation Planning and Outreach Coordinator

STAFF: Nicole Schabel, Airpark Land, LLC

CALL TO ORDER
Chair Celigoy called the meeting to order at 5:00 p.m.

ROLL CALL
A formal roll call confirmed the presence of Commissioners as noted above.

PLEDGE OF ALLEGIANCE
Chair Celigoy led the meeting in the pledge of allegiance.
AVIATION DIRECTOR’S REPORT

Gary Mascaro, Aviation Director, provided an update on the terminal area redevelopment project. The overall project is on schedule and it is anticipated that the first phase consisting of the hangars and ancillary support space will be complete by May 16, 2018.

APPROVAL OF MINUTES

1. Regular Meeting: March 21, 2018

Commissioner Maxwell made a motion to approve the regular meeting minutes of March 21, 2018 as presented. Commissioner Bernosky seconded the motion, which carried by a vote of six (6) to zero (0). Commissioner Kaplan was absent.

PUBLIC COMMENTS

There were no public comments.

REGULAR AGENDA ITEMS 1 - 10

1. Discussion and Possible Action Regarding Application for Airpark Aeronautical Business Permit for Airpark Land, LLC to conduct hangar/shared leasing services.

Carmen Williams, Management Analyst stated that Airpark Land, LLC recently acquired the parcel at 15555 North 79th Place in the northern portion of the Airpark. They will be subleasing aircraft parking space to two existing tenants for the next several months. They have met the requirements of the aeronautical business permit and have submitted all the required documentation. Nicole Schabel (phonetic), was present representing Airpark Land. In response to a Commissioner question, Ms. Schabel confirmed that this is a first-time request.

Commissioner Maxwell made a motion to approve the Airpark Aeronautical Business Permit for Airpark Land, LLC to conduct hangar/shared leasing services. Commissioner Bernosky seconded the motion, which carried by a vote of six (6) to zero (0). Commissioner Kaplan was absent.

2. Discussion and Input Regarding Airport and Airpark Aeronautical Business Permit Additions, Cancellations and Revocations

Carmen Williams, Management Analyst, reported on two recent permit cancellations, including Timmy Shines (specialized aircraft maintenance and repair) and PLO Properties (hangar/shared leasing)

3. Discussion and Possible Action to Accept the Proposed Aviation Enterprise Fund Five-Year Financial Plan

Ms. Williams stated that the Financial Plan is a forecast tool, which is updated annually. The capital improvement planning process takes place in fall, which is followed up with the operating
budget planning. The five-year look-ahead will ensure that existing and proposed rates and fees are sufficient to support the Airport’s operating and capital improvement needs. For expenses, the strategy is to try to stay at the same level year over year. Also within consideration is the current environment of the Airport and intent to forecast changes. A conservative approach is also taken on the revenue side with approximately 1 percent increase in many budget lines. Comparisons to current year actuals will result in some adjustments as necessary. This preliminary plan will require a vote by the Commission and will ultimately go to City Council for adoption and approval on May 20th.

Next year, the proposed operating budget for expenses is $2.4 million. The 16 percent decrease from the current fiscal year is due to the fire truck purchase of $500,000. With the new aviation buildings coming online, there are budgeted increases to maintenance costs, such as custodial services, landscaping and utilities. Next year’s budget will include replacement of an operations vehicle at a cost of $31,000. No changes are proposed to the full-time staff count, however there is a budget for a position/title change. In terms of operations, there is a 26.9 percent increase, due to new leases coming online with the terminal building, which account for approximately $980,000 in additional revenues. There are also increases in association with the new meeting rental space in the new building. There are modest 1 percent increases forecasted in aeronautical business permits, transient land fees and U.S. Customs fees. Transient parking fees have been increased slightly at a total of $35,000. Fuel flowage will see a modest increase. The one area decrease is rental concession revenues (decrease of $165,000). The business moved off-site when the building was demolished.

Chair Celigoy asked for clarification that the five-year plan includes operating revenues and expenses and does not include improvement projects which require capital. Mr. Mascaro stated that the five-year plan is the whole package, with Ms. Williams specifically addressing just the operating budget. Chair Celigoy noted that typically when revenue increases, staffing usually also increases. He asked whether the City has a policy or moratorium on staffing increases and whether staffing levels are appropriate. Mr. Mascaro said he believes the level is appropriate, as the there has always been a lean staffing level. The request for a position title change is for a new position, Senior Management Analyst, however they are eliminating the Management Analyst Position.

Commissioner John Berry asked about the origins of the interest earnings. He noted that the projection is 3 percent on $7 million and would be very difficult to achieve. Ms. Williams said the number is generated from the accounting budget office, who estimates these amounts. She stated that she would look into this to determine how the number is generated.

Chair Celigoy inquired as to upcoming projects. Mr. Mascaro noted there are two projects. One includes evaluation of the runway. The process will begin upon selection of a new engineer. The other project is the box hangar project, which is moving forward, as there are already 11 out of 16 interested parties. The funds are appropriated in the Five-Year Plan and include worst-case scenario funds.

Commissioner Bernosky referred to the operating reserves for 18/19 and noted that the operating reserves drop by nearly half. Ms. Williams explained that after the calculations on the fleet reserves/operating reserves are complete, the remaining funds fall into this category. Mr. Mascaro said there are several smaller bank accounts for use of funds. This amount represents the “Whatever we have left over fund.”
Ms. Williams reviewed revenues, with actuals for 16/17 being $4.28 million. The highest categories are from tenant rents, Airport and Airpark fuel combined, U.S. Customs fees and transient landing fees. The amounts are not expected to vary significantly, except for tenant rents, with the addition of the new Aviation Business Center leases. The new meeting rental space revenue stream will be reported next year. Forecasted Airport revenues for the current year and five-year look ahead do show the increase in revenues for the Airport, reflecting the start of the new leases, the restaurant and Gemini Air Group occupying the two hangars. The dip in expense in 17/18 reflects the start of the Terminal Development debt service of $1.7 million. Overall, there are positive revenues over the five-year planning period.

Chair Celigoy asked what variable was relied on for planning in terms of top line revenue. Ms. Williams stated that staff looks in detail at forecasted operations. There are goals established each year in terms of IFR operations. There are increases forecasted here as well as more in transient landing fees and fuel revenues. Also considered are historical factors as well as the new development taking place at the Airport. Chair Celigoy inquired as to whether expenses are grown at a ratio to revenue. Ms. Williams said this is not necessarily so. Staff looks at historical and actual expenses. The goal is to keep these amounts as flat as possible.

Chair Celigoy asked for the reasoning behind seeing only modest growth to operations (2 to 3 percent). Ms. Williams said that when looking at the aircraft operations (one of the measuring tools utilized), over the past five years, they have seen 3 to 6 percent growth. She keeps the forecast conservative with this figure. Mr. Mascaro added that they do not necessarily track expenses with revenue. They do a modified zero-base budget, looking at every item from small tools and equipment to travel. The City of Scottsdale prefers to do targets for all funds, so they provide the Airport a generalized target based on the last year’s numbers.

Chair Celigoy asked whether the Airport has seen upticks in activity during Super Bowl years. Mr. Mascaro said that such events absolutely have an impact, with staff planning from both an expense as well as a revenue side.

Commissioner Bernosky asked whether rental car service will still be available. Ms. Williams confirmed that there are onsite rental companies. The three companies, Hertz, Enterprise and National, were located at the old terminal site and have since moved offsite. Mr. Mascaro clarified that they still come to the Airport to deliver cars. Ms. Williams added that the companies maintain aeronautical business permits for rental car concessions, although their offices are now offsite.

Ms. Williams stated that included in the development of the five year financial plan is an evaluation of rates and fees. At the February Commission meeting, three new rates and fees were proposed for next fiscal year. These are for meeting room rental rates, temporary activity permit fee and Airport property special event fee. These fees, along with current rates and fees are sufficient to cover anticipated expenses and also to maintain the cash reserves. The Plan does meet the City’s financial policy to include a 90 day operating reserve. They also have the reserves to cover fleet repairs and replacements.

Ms. Williams noted that the debt service for the terminal development project began in this fiscal year and will continue for the 20-year term (averaging $1.7 million per year).

Commissioner Bernosky asked about the merit program. Ms. Williams explained that it covers the performance reviews for staff. They are City direct and indirect costs. The indirect costs
cover staff in areas that are not Airport (i.e., human resources, IT services, legal services). Direct costs include fire service.

Commissioner Maxwell made a motion to accept the proposed Aviation Enterprise Fund Five-Year Financial Plan. Commissioner Bernosky seconded the motion, which carried by a vote of six (6) to zero (0). Commissioner Kaplan was absent.

4. Discussion and Input Regarding the Quarterly Noise Complaint Summary Report

Sarah Ferrara, Aviation Planning & Outreach Coordinator, provided the report, noting that it covers the first quarter of 2018 from January through March. Staff responses included five callbacks and five emails. There were 39 repeat complainants and 34 new complainants for a total of 73. There were a total of 1,885 complaints, compared to last year’s total of 3,008. It is notable that a single complainant has logged 626 complaints.

In response to a question from Commissioner Bernosky, Ms. Ferrara confirmed that staff has spoken to the individual several times.

Commissioner Maxwell asked about the ratio of calls to online submissions. Ms. Ferrara stated that the majority occur online. Commissioner John Berry inquired as to whether the name of the caller is public record. Ms. Ferrara said she is uncertain and that the Airport generally hesitates to provide personal information. Mr. Mascaro said he would consult with the City Attorney’s Office to get an answer on this. Chair Celigoy noted that there has been a downtick in the number of complaints with a corresponding uptick in operations. Ms. Ferrara said she could not point to a particular reason for the decrease. Chris Read, Airport Operations Manager, commented that there could be a correlation to the number of nighttime closures during the rehabilitation activity. Ms. Ferrara added that curfew letters are also down substantially.

Commissioner Maxwell noted that the beginning in 2013, when the complaint submissions became available online is when the reported number of complaints increased substantially. Mr. Mascaro agreed, noting that the focus also honed in more on the number of complainants, rather than the number of complaints in order to provide a complete picture.

5. Discussion and Input Regarding the Monthly Construction Report

Mr. Read stated that the terminal area redevelopment project is moving swiftly. He reviewed photographs of the progress.

6. Discussion and Input Regarding Monthly Operations Report for March

Mr. Read reviewed based aircraft counts. For operation comparisons, a couple of categories are down, however overall, the IFR counts and overall totals are up. There was an Alert 3 for a Cirrus SR22 which left the runway and ended up on the Charlie Taxiway. The three people on board were all okay. One taxiway light was taken out. There was one incident regarding a Pitts Special flat tire upon landing. There were no serious enforcement actions. U.S. Customs fiscal year-to-date revenue is $474,700 with total uses for the month at 136 (830 fiscal year-to-date). U.S. visits totaled 25. Compared to this period last year, revenue continues to increase. There were 16 users at 75,000 pounds + PPR.
In response to a question from Chair Celigoy, Mr. Read stated that per the emergency response plan, when the mishap aircraft is outside the Airport boundary, there is no Airport involvement unless requested. The Airport allows the emergency services agencies to handle the incident. If they need support, they may call the Airport for assistance regarding FAA or NTSB.

7. Discussion and Input Regarding Financial Report for February

Ms. Williams reviewed year-to-date revenues, which are just over $2.5 million and slightly above budget. Expenses are $2.2 million, which is over budget by $179,000. Overall, there is a positive balance of $255,000 through the end of February. The expenses for February totaled $638,000. This large expense total is due to a U.S. Customs bill received in December. When the Airport and Customs decided to add a second full-time officer in 2014, the Airport budgeted properly for the second officer, however, the invoices received on a quarterly basis did not reflect having a second officer. This was despite several attempts by the Airport to confirm that Customs was properly billing and confirmation that the bills were correct. In November, Customs finally realized there was a billing error and backed the charges to 2014. The bill was $499,000. The Airport requested to spread the payment over a couple of years and were denied.

The Aviation Fund Cash Balance stands at $4.5 million. The reason for the $4 million difference over last year is because the Airport is paying the monthly construction costs for the terminal projects. The Airport incurs expenses out of the CIP fund and is reimbursed out of a separate bond funding pot. In February of 2018, Airport jet fuel was approximately 77% of total fuel flowage. AVGAS was at 3 percent. Airpark fuel flowage was at just under 20 percent. Compared to last year, the flowage is slightly down at 9.3 percent, however, year-to-date, it is ahead at 1.5 percent over last year.

8. Discussion and Input Regarding Public Outreach Programs and Planning Projects

Ms. Ferrara reported that there were quite a few listserv notices sent recently for construction updates, for the terminal redevelopment, including a new video, and the recent Run the Runway event on April 7th. Approximately 2,000 people participated in the event. Staff continues to update brochures to match the new map and operations building. There are three projects listed in the planning and zoning reports for March. Only one voluntary curfew letter was sent out in March.

Commissioner Maxwell inquired as to the parking for the Run the Runway event. Ms. Ferrara said some parking was provided in Park and Ride. Businesses across the street allowed some parking at their locations as well.

9. Administrative Report from the Aviation Director or Designee Regarding the Status of Pending Aviation-related Items

Mr. Mascaro reviewed the list of Airport Advisory Commission items to City Council, which he noted have been approved. New rates and fees go to City Council on the 22nd. In terms of aviation-related items to the Planning Commission, Design Review Board or City Council, there is a great deal of action in terms of Crossroads East. This project will go to the Planning
Commission on May 9th. Staff has confirmed that they are in receipt of the Commission’s letter. It is anticipated that an update regarding the CrackerJax site will be before the Commission soon.

In response to a question from Chair Celigoy, Mr. Mascaro said he does not plan to attend the Planning Commission meeting.

10. Discussion and Possible Action to Modify the Airport Advisory Commission meeting Schedule and Commission Item Calendar

No action was taken.

PUBLIC COMMENT

There were no public comments

FUTURE AGENDA ITEMS

No action taken.

ADJOURNMENT

With no further business to discuss, being duly moved and seconded, the meeting adjourned at approximately 5:55 p.m.

SUBMITTED BY:

eScribers, LLC
ACTION
Discussion and Possible Action to recommend approval to the Planning Commission and City Council of the following:

- Non-major General Plan Amendment to change the City of Scottsdale General Plan land use designation from Commercial and Employment to Office, and:

- Zoning District Map Amendment from Central Business, Environmentally Sensitive Lands, Hillside District (C-2, ESL, HD) zoning and Industrial Park, Environmentally Sensitive Lands, Hillside District (I-1, ESL, HD) zoning to Commercial Office, Environmentally Sensitive Lands (C-O ESL) zoning and amending stipulations and land use budget of Case 47-Z-87 to increase the number of dwelling units for the development of a minimal residential health care facility, on a +/-14-acre site located on the northwest corner of E. Legacy Blvd and N. Pima Rd.

PURPOSE
To provide the Airport Advisory Commission information on the proposed zoning district map amendment for a site located within the A-2 Airport Influence Area, as it relates to the 14 CFR Part 150 Noise Compatibility Study, and possible action to recommend approval to City Council.

KEY CONSIDERATIONS
- Proximity of proposed site to Scottsdale Airport (approximately 2.8 miles north of the terminal).
- Proposed site located within the AC-2 area of the Airport Influence Zones, requiring FAA Height Analysis, fair disclosure notice and dedication of an Avigation Easement.
- Scottsdale Airport 14 CFR Part 150 Noise Compatibility Study Land Use Measures 1, 3 and 4 triggered.
- Airport Overlay Zone Matrix permits proposed uses in the AC-2 area with conditions.
- 175 units proposed for a minimal residential health care facility.
- Case 47-Z-87 (Ironwood Master Planned Community) approved a total of 786 dwelling units, of which only 726 units were developed.
- Since 60 dwelling units were not developed, this proposal represents an overall increase of 115 allowable dwelling units.
- All new units will be located within the proposed minimal residential health care facility.
- Proposed building height is 43 feet, inclusive of rooftop appurtenances and tower elements.

OTHER RELATED POLICIES, REFERENCES
- 2001 Scottsdale General Plan as amended
- 2005 Scottsdale Airport 14 CFR Part 150 Noise Compatibility Study
- Zoning Ordinance

Attachment(s): 1. Context Aerial
2. Site Plan
3. Land Use Budget (Ironwood Master Plan)
4. Part 150 Airport Influence Zones Map
5. Part 150 Noise Contours Map
6. Part 150 Flight Track Map

Action Taken:
COMMISSION ACTION REPORT

Discussion and Possible Action to Adopt Resolution No. 11144
Authorizing Construction Bid Award No. 18PB021 in the amount of $2,230,591.00 to Combs Construction Company, Inc. for the Construction of the Airport Delta Apron Reconstruction Project if a grant is offered by the Federal Aviation Administration.

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ACTION

Airport Advisory Commission considers recommending that the City Council ADOPT Resolution No. 11144 Authorizing Construction Bid Award No. 18PB021 in the amount of $2,230,591.00 to Combs Construction Company, Inc. for the construction of the Airport Delta Apron Reconstruction Project if a grant is issued by the FAA.

PURPOSE

This project will take place on the west side of the airport in the vicinity of the current Air Commerce Center building. The improvements will include removing the existing pavement, addressing the subgrade and repaving the area.

KEY CONSIDERATIONS

- The Delta apron is currently constructed to handle light aircraft (<12,500 lbs.) only. The new pavement will allow heavier aircraft to operate in that area. The pavement is also well beyond its life expectancy.

- It will take approximately 182 calendar days to complete the project. The project will be completed during daytime hours. There will be no runway or taxiway closures associated with this project.

- The project is being divided into 4 phases to reduce the impact to the airport users that currently store their aircraft on that ramp and in the Air Commerce Center.

- The fuel farm at the Air Commerce Center will always be available to its tenants during the entire project.

- Tenants in 6 of the 8 hangars will not be able to access their hangars for approximately 35 days. Unfortunately, there is no way to construct this project without cutting off this access.

- The project is included in the Aviation Department’s Capital Improvement Program which was approved by the Airport Commission and City Council during the FY 17/18 budget process. The project will be paid for by a 91.06% ($2,031,176.64) grant from the Federal Aviation Administration and a 4.47% ($99,707.41) grant from ADOT Aeronautics Division. The Aviation Enterprise Fund will pay for the remaining 4.47% ($99,707.41).

- If the FAA does not offer the grant, the project will not be awarded.

Attachment(s): Draft Resolution No. 11144
Project Area Map

Action Taken:
RESOLUTION NO. 11144

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA AUTHORIZING THE AWARD OF CONSTRUCTION BID NO. 18PB021 WITH COMBS CONSTRUCTION COMPANY, INC., FOR THE AIRPORT DELTA APRON RECONSTRUCTION PROJECT

WHEREAS, the City of Scottsdale desires to complete Delta apron reconstruction project improvements at the Scottsdale Airport; and

WHEREAS, Combs Construction Company, Inc. has offered to provide to the City the requisite construction services necessary for the Delta apron reconstruction project; now, therefore

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. That the Mayor of the City of Scottsdale is hereby authorized and directed to execute construction bid award No. 18PB021, in the amount of two million two hundred thirty thousand five hundred ninety-one dollars ($2,230,591) between the City and Combs Construction Company Inc., for the construction of the Delta apron reconstruction project at Scottsdale Airport.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 12th day of June, 2018.

CITY OF SCOTTSDALE,
an Arizona municipal corporation

ATTEST:

Carolyn Jagger, City Clerk
W. J. “Jim” Lane, Mayor

APPROVED AS TO FORM:

Bruce Washburn, City Attorney
By: Eric C. Anderson, Sr. Asst. City Attorney
ACTION

Airport Advisory Commission considers recommending to City Council, Adoption of Resolution No. 11131 and Authorization of Contract No. 2018-055-COS with Mead & Hunt, Inc. to provide Engineering Services at Scottsdale Airport.

PURPOSE

This contract will provide for professional airport design and construction administration services at Scottsdale Airport for 9 specific federally funded projects. These include: reconstructing runway 03/21, installing runway guard lights, rehabilitating taxiway C, construct taxiways B2, B9 & B15, construct security fencing, replace wind cones, reconstruct city shades/hangars ramp, rehabilitate kilo ramp, rehabilitate perimeter road. The contract will also provide for airport design and construction administration services for other projects that are not federally funded.

KEY CONSIDERATIONS

• The Aviation and Purchasing Divisions were responsible for the preparation of the Request for Qualifications (RFQ) and the solicitation of qualified airport engineering firms from across the country.
• Four (4) firms submitted statements of qualification (SOQ).
• The RFQ Selection Committee included 3 (three) members. 2 (two) members were from the City's Aviation staff and 1 (one) member was an airport manager from another City in Arizona.
• The Selection Committee unanimously selected Mead & Hunt, Inc. as the most qualified firm using a ranking system.
• Mead & Hunt has been performing airport engineering services for Scottsdale Airport since 2015.
• A reasonableness of cost review was conducted in 2015 by a third party to ensure that the hourly rates of Mead & Hunt, Inc. were comparable to industry rates in Arizona. Since 2015, Mead & Hunt has received hourly rate increases in accordance with the Consumer Price Index each year. Mead & Hunt has agreed to continue to work under the currently approved hourly rates.
• Furthermore, as the individual projects come forth, each “Authorization of Services” for design and construction administration will be compared with an Independent Fee Estimate to ensure that costs are fair and reasonable.

Attachment(s): 1. Draft Resolution No. 11131
2. Draft Contract No. 2018-055-COS

Action Taken:
RESOLUTION NO. 11131

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT NO. 2018-055-COS, A CONTRACT FOR PROFESSIONAL AIRPORT ENGINEERING SERVICES AT SCOTTSDALE AIRPORT.

WHEREAS, the City of Scottsdale requires the services of a qualified engineering firm to conduct its critical airport development projects; and

WHEREAS, on March 21, 2018 the City issued a Request for Qualifications ("RFQ") to solicit qualified engineering and architectural firms to design and manage 9 specific airport improvement projects, including; runway 03/21 reconstruction, runway guard light installation, taxiway C reconstruction, exit taxiways B2, B9, & B15 construction, security fencing improvements wind cone replacement, city hangar/shade ramp replacement, kilo ramp reconstruction, perimeter road rehabilitation and other project as necessary; and

WHEREAS, four firms submitted responsive proposals to the RFQ and those proposals were subsequently evaluated by a committee comprised of two members from City staff and 1 member who is an active airport manager in the State of Arizona; and

WHEREAS, The committee selected Mead & Hunt, Inc as the most qualified firm; and

WHEREAS, on May 16, 2018 the Airport Advisory Commission unanimously recommended approval of Mead & Hunt, Inc.; and

WHEREAS, the City desires to enter into an agreement with Mead & Hunt, Inc. for the professional engineering services described above; and

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. That the Mayor of the City of Scottsdale is hereby authorized and directed to execute agreement No. 2018-055-COS, a contract for professional airport engineering services with Mead & Hunt, Inc.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 12th day of June, 2018.

ATTEST:  

CITY OF SCOTTSDALE,  
an Arizona municipal corporation

Carolyn Jagger, City Clerk  

W. J. "Jim" Lane, Mayor
APPROVED AS TO FORM:

Bruce Washburn, City Attorney
By: Eric C. Anderson
Senior Assistant City Attorney
CITY OF SCOTTSDALE

ENGINEERING SERVICES CONTRACT

PROJECT NO.

CONTRACT NO. 2018-055-COS

THIS CONTRACT, entered into this ____ day of June, 2018, between the City of Scottsdale, an Arizona municipal corporation, the "CITY" and Mead & Hunt, Inc, a Wisconsin Corporation, the "ENGINEER."

RECITALS

A. The Mayor of the City of Scottsdale is authorized by the City Charter to execute contracts for professional services; and

B. The City intends to contract for Engineering services with Mead & Hunt, Inc for various projects at the Scottsdale Airport; and

C. The Engineer is qualified to render the services desired by the City.

FOR AND IN CONSIDERATION of the parties' mutual covenants and conditions, the City and the ENGINEER agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

1.1 SCOPE OF SERVICES

Consultant will provide the professional airport Engineering services required by this Contract, which is summarized in Section 1.2 of this contract and further detailed in the entire Request for Qualifications 18RQ002 identified as Airport Engineering Services, which is incorporated into this Contract by this reference as fully as if written out below along with the Consultant's proposal submitted in response to Request for Qualifications 18RQ002 and dated June 16, 2017 which is further incorporated into this Contract by this reference as fully as if written out below.

The specific capital improvement projects that the Consultant may be asked to provide professional Engineering services on in the future and pursuant to the terms of Section 1.2 and other provisions of this contract are listed in Exhibit "A". Provided, however, nothing shall prevent the City from requesting additional
Engineering services from Consultant consistent with the provisions of this Agreement.

If any provision incorporated by reference from the Request for Qualifications conflicts with any provision of the Consultant's proposal, the provision of the Request for Qualifications will control. If any provision of the Consultant's proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Contract, this Contract will control.

The Consultant shall act under the authority and approval of the Contract Administrator to provide the services required by this Contract.

1.2 AIRPORT ENGINEERING SERVICES

The Consultant shall render services as the City's professional Airport Engineering Consultant, providing consultation and advice as requested by the City. The Consultant shall provide professional airport Engineering services for a full range of aviation needs at Scottsdale Airport, including but not necessarily limited to airport project design, project construction administration, fiscal evaluations, architectural design and operations evaluations as may be necessary, which are subject to various local, state, and federal (FAA) requirements. Specific airport Engineering projects that are part of an Airport capital improvement project, such as those listed on Exhibit A, for which the Consultant may provide professional Engineering services ("Specific Services") pursuant to the terms of this contract will be further set forth in an Authorization of Services document. The Consultant may also provide some minimal on-call general Engineering services for the Airport as projects arise ("General Services.") One or more separate Authorization of Services will be prepared for each Specific Service or General Service Airport Engineering project and when signed by the parties, becomes a part of this Contract. Each Authorization of Services shall set forth, in addition to the services to be performed in connection with that project, the time limits within which such services are to be performed, and compensation to be paid the Consultant for its services; provided that the Consultant will in no case be authorized to receive an hourly rate in excess of the maximum hourly rates approved in Section 2 of this Contract.

1.3 AUTHORIZATION OF SERVICES

Prior to initiating any work requested under Sections 1.1 and 1.2 above, the Consultant and City must execute an Authorization of Services as specified within each of these sections. The Contract Administrator is authorized by the City and shall approve any Authorization of Services under the terms of this Contract.

1.4 ACCEPTANCE AND DOCUMENTATION

A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
B. The City will provide all necessary information to the Engineer for timely completion of the tasks specified in Section 1.2 above.

C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Engineer.

2.0 FEES AND PAYMENTS

2.1 COMPENSATION

All compensation for services rendered by the Consultant and/or its Subcontractors shall be based upon criteria established below which relate to the type of services provided and must be billed through the primary Consultant. The Consultant will not bill the City and the City will not pay the Consultant any more than a total of $1,000,000 per fiscal year for all project work authorized and performed under this contract in any single fiscal year without first returning to the City Council for further approval.

2.1.1 HOURLY RATES

The Consultant's certified hourly rate schedule is attached hereto as Exhibit "B" and incorporated herein by this reference. The Consultant shall not be paid more per hour than the approved maximum hourly rate schedule. Subcontractors shall provide the City with certified hourly rate schedules, which the Contract Manager may approve within his/her sole discretion, prior to rendering any services under the Contract. The Contract Manager may have third party evaluations conducted to ensure the hourly rates are consistent with industry standards. Such hourly rate schedules will establish a certified billing rate for each employee category, which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Consultant. The City based upon submittal of expense reports and/or receipts if requested shall reimburse eligible expenses. All eligible expenses will be outlined and generally approved by the Contract Manager prior to being incurred and will include only non-overhead items directly related to the services performed, such as transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the City.

2.1.2 HOURLY RATE INCREASES

The Consultant and any Subcontractors may submit revised hourly rate schedules for approval thirty (30) days prior to each anniversary date of the Contract. Failure to do so may result in the denial of any increase requested. The Contract Administrator and Purchasing Director must approve any revised hourly rates in writing. A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director and will take effect on the anniversary date.
of the contract. Approved rate increases will be applied to the unit pricing in the Contract as a percentage increase.

The Contract Administrator shall evaluate the Consultant's performance, services, and records documentation to determine the appropriateness of the increase requested. Third party evaluations may be conducted by the Contract Administrator to ensure rate increases are consistent with industry standards.

The percentage increase in the unit pricing may not exceed 5% per annum.

2.1.3 GENERAL SERVICES

Compensation for General Services authorized by the City shall be based on and shall be no more than the maximum approved hourly rates subject to the agreed upon maximum hours or limits, which will include any expenses incurred by the Consultant and/or Subcontractors as set forth in the corresponding approved Authorization of Services. The City, based upon the submittal of expense reports and/or receipts, if requested, shall reimburse eligible expenses.

2.2 Payment Approval

The time spent for each task must be recorded and submitted to the Contract Administrator. The Engineer must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the Contract period.

Monthly payments will be made to the Engineer on the basis of a progress report submitted by the Engineer for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Contract Administrator to determine acceptable completion.
All charges must be approved by the Contract Administrator before payment.

2.2.1 Payment Terms

The City of Scottsdale's payment terms for engineering work under State of Arizona A.R.S. Title 34 requirements is fourteen (14) days after invoice submittal by the Engineer and the work is certified and approved by the City Contract Administrator.

The City has seven (7) days after receipt of the invoice to prepare and issue a written finding setting forth those items in detail which are not approved for payment under the Contract and which are not certified by the City Contract Administrator. Until such time as such issues are resolved and certified by the City the fourteen (14) day payment term will not have commenced.

3.0 GENERAL TERMS AND CONDITIONS

3.1 Contract Administrator

The Contract Administrator for the City will be Chris Read, or designee. The Contract Administrator will oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer must submit all reports and special requests through the Contract Administrator. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

3.2 Term of Contract

The term of this Contract is for an initial period of three (3) years. This Contract must be approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor and attested by the City Clerk. The City and Engineer may agree to extend this Contract for two (2) additional one (1) year periods upon the concurrence of the Purchasing Director and Contract Administrator.

3.3 Termination or Cancellation of Contract

The City may terminate this Contract or abandon any portion of the project that has not been performed by the Engineer.

Termination for Convenience: The City has the right to terminate this Contract or any part of it for its sole convenience with thirty (30) days written notice. If terminated, the Engineer must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the Engineer will receive a fee for the percentage of services actually completed. This fee will be in the
amount mutually agreed upon by the Engineer and the City, based on the Scope of Work.

If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Engineer’s compensation will be based on this determination. The City will make this final payment within sixty (60) days after the Engineer has delivered the last of the partially completed items. The Engineer will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Engineer’s suppliers or Subcontractors, which the Engineer could reasonably have avoided.

**Cancellation for Cause:** The City may also cancel this Contract or any part of it with seven (7) days’ notice if the Engineer defaults, or if the Engineer fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Contract Administrator or failure to provide the City, upon request, with adequate assurances of future performance are all causes allowing the City to terminate this Contract for cause. Upon cancellation for cause, the City will not be liable to the Engineer for any amount, and the Engineer will be liable to the City for all damages sustained by the default which caused the cancellation.

If the Engineer is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately after giving notice to the Engineer.

If the City cancels this Contract or any part of the Contract services, the City will notify the Engineer in writing, and upon receiving notice, the Engineer must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Engineer must deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be the City’s sole responsibility.

The Engineer must appraise the work it has completed and submit its appraisal to the City for evaluation.

If the Engineer fails to fulfill in a timely and proper manner its obligations, or if the Engineer violates any of the terms of this Contract, the City may withhold any payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined by a court of competent jurisdiction.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.

**3.4 Funds Appropriation**

If the City Council does not appropriate funds to continue this Contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Engineer at least thirty (30) days before
the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of that period.
3.0 GENERAL TERMS AND CONDITIONS – CONT’D

3.5 Audit

The City may audit all of the Engineer’s records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

The Engineer’s records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the City’s authorized representative as necessary to permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Engineer or any of his payees. The City’s authorized representative must be afforded access, at reasonable times and places, to all of the Engineer’s records and personnel throughout the term of this Contract and for a period of 3 years after the final payment.

The Engineer must require all Subcontractors and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written Contract between the Engineer and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the Engineer to the City in excess of 1% of the total Contract billings, the actual cost of the City’s audit must be reimbursed to the City by the Engineer. Any adjustments and payments made as a result of the audit or inspection of the Engineer’s invoices and records will be made within a period of time not to exceed 90 days from presentation of the City’s findings to the Engineer.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

3.6 Ownership of Project Documents

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the City concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. The City will release the Engineer from any liability for the preparation of final construction plans by others.
3.0 GENERAL TERMS AND CONDITIONS – CONT’D

3.7 Completeness and Accuracy

The Engineer will be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared by the Engineer and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Engineer. Additional construction added to the project will not be the responsibility of the Engineer unless the need for additional construction was created by any error, omission, or negligent act of the Engineer. The City’s acceptance of the Engineer’s work will not relieve the Engineer of any of its responsibilities.

3.8 Attorney’s Fees

Should either party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party shall be entitled to an award of reasonable attorneys’ fees, reasonable costs and expenses as determined by the court. All these fees, costs, and expenses will be considered to have accrued on the commencement of the action.

3.9 Successors and Assigns

This Contract shall be binding upon the Engineer, its successors and assigns, including any individual, or other entity with or into which the Engineer may merge, consolidate, or be liquidated, or any individual or other entity to which the Engineer may sell or assign its assets.

3.10 Assignment

Services covered by this Contract must not be assigned or sublet in whole or in part without first obtaining the written consent of the Contract Administrator. Any assignment in contravention of this section shall be void.

3.11 Subcontractors

The Engineer may engage additional Subcontractors as required for the timely completion of this Contract. If the Engineer subcontracts any of the work required by the Contract, the Engineer remains solely responsible for fulfillment of all the terms of this Contract.

The Engineer will pay its Subcontractors within 7 calendar days of receipt of each progress payment from the City. The Engineer will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the City with each progress payment. In addition, any reduction of retention, if any, by the City will result in a corresponding reduction to Subcontractors who have performed satisfactory work. The Engineer will pay Subcontractors the reduced retention within 14 calendar days of the payment of the reduction of the retention to the Engineer. No Contract between the Engineer and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.
3.0 GENERAL TERMS AND CONDITIONS – CONT’D

3.11 Subcontractors – Cont’d

If the Engineer fails to make payments in accordance with these provisions, the City may take any of one or more of the following actions:

A. To hold the Engineer in default under this Contract;
B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
C. Reject all future offers to perform work for the City from the Engineer for a period not to exceed 1 year from the completion date of this project; or
D. Terminate this Contract.

3.12 Alterations or Additions to Scope of Services

The total Scope of the Engineering Services to be performed is stated in this Contract and any exhibits thereto. Any services requested outside the Scope of Work are additional services. The Engineer will not perform these additional services without a written Change Order approved by the City. If the Engineer performs additional services without a written Change Order, the Engineer will not receive any additional compensation.

3.13 Modifications

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all parties to this Contract.

3.14 Conflict of Interest

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City will have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).
3.0 GENERAL TERMS AND CONDITIONS – CONT’D

3.14 Conflict of Interest – Cont’d

The Engineer will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the City’s publication of documents for bidding.

3.15 Force Majeure

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts will include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 Taxes

The fee listed in this Contract includes all taxes applicable to the services authorized. The City will have no obligation to pay additional amounts for taxes of any type.

3.17 Advertising

No advertising or publicity concerning the City using the Contractor’s services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

3.18 Counterparts

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart will possess the full force and effect of the original.

3.19 Entire Agreement

This Contract contains the entire understanding of the parties and no representations or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

3.20 Arizona Law

This Contract must be governed and interpreted according to the laws of the State of Arizona.

3.21 Equal Employment Opportunity

During the performance of this Contract, the Engineer will follow the Federal government’s guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.
3.0 GENERAL TERMS AND CONDITIONS – CONT’D

3.21 Equal Employment Opportunity – Cont’d

No Preferential Treatment or Discrimination:

In accordance with Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

3.22 Compliance with Federal and State Laws

The Engineer accepts the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. In addition, the Engineer accepts the applicability to it of A.R.S. §34-301 and 34-302. The Engineer shall include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, the Engineer warrants to the City that the Engineer and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Engineer and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Engineer or any of its subcontractors will be considered a material breach of this Contract and may subject the Engineer or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Engineer or any subcontractor who works on this Contract to ensure that the Engineer or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Engineer and any of its subcontractors to ensure compliance with this warranty. The Engineer agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Engineer or any of its subcontractors in material breach of this Contract if the Engineer and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The “E-Verify Program” means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.
3.0 GENERAL TERMS AND CONDITIONS – CONT’D

3.22 Compliance with Federal and State Laws – Cont’d

The provisions of this Article must be included in any contract the Engineer enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Engineer will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Engineer’s failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

3.23 Compliance with Americans with Disabilities Act

Engineer acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Engineer will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Engineer agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Engineer, its employees, agents or assigns will constitute a material breach of this Contract.

3.24 Israel Boycott Prohibition

By submitting a quote/proposal/bid and/or entering into a contract with the City, the Engineer certifies that it is not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

3.25 Evaluation of Engineer’s Performance

The Engineer will be evaluated regarding its performance of this Contract. This evaluation may include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of Plans (line work, lettering, etc.)
- Working Relationship with City Staff and Others
- Availability
- Communication Skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.
3.0 GENERAL TERMS AND CONDITIONS – CONT’D

3.26 Notices

All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section.

On behalf of the Engineer:

On behalf of the City:

Scottsdale, AZ 85251

If hand delivered, Notices are deemed received on the date delivered. If delivered by certified or registered mail, Notices are deemed received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

3.27 Independent Contractor

The services the Engineer provides to the City are that of an Independent Contractor, not an employee, or agent of the City. The City may report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments unless required under federal or state law. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.28 Ineligible Bidder

The preparer of bid specifications is not eligible to submit a bid or proposal on the solicitation for which it prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which it prepared the specification.

3.29 Indemnification

To the fullest extent permitted by law, Engineer, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any act or omission, negligence, recklessness, or intentional wrongful conduct by Engineer in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or
indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Engineer’s and Subcontractor’s employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 INSURANCE

A current Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number may be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

A. General: The Engineer agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the Engineer, the Engineer must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best’s rating of B++6 or above with policies and forms satisfactory to City. Failure to maintain insurance as required may result in cancellation of this Contract at the City’s option.

B. No Representation of Coverage Adequacy: By requiring insurance, City does not represent that coverage and limits will be adequate to protect the Engineer. The City reserves the right to review any and all of the insurance policies and endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Engineer from, nor may it be considered a waiver of Contractor’s obligation to maintain the required insurance at all times during the performance of this Contract.

C. Coverage Term: The Engineer must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by The City of Scottsdale, unless specified otherwise in this Contract.
4.0 INSURANCE – CONT’D

4.1 Insurance Representations and Requirements – Cont’d

D. **Claims Made:** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

E. **Policy Deductibles and or Self Insured Retentions:** The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Engineer is solely responsible for any deductible or self-insured retention amount and the City, at its option, may require the Engineer to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

F. **Use of Subcontractors:** If any work is subcontracted in any way, the Engineer must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Engineer in this Contract. The Engineer is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

G. **Evidence of Insurance and Required Endorsements:** Before commencing any work or services under this Contract, the Engineer must furnish the Contract Administrator with Certificate(s) of Insurance, or formal endorsements issued by the Engineer’s insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Engineer’s must forward renewal Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
INSURANCE – CONT’D

4.1 Insurance Representations and Requirements – Cont’d

Certificates shall specifically cite the following provisions endorsed to the Engineer’s policy:

1. The City of Scottsdale, its agents, representatives, officers, directors, officials and employees are named as an Additional Insured under the following policies:
   a) Commercial General Liability
   b) Auto Liability
   c) Excess Liability - Follow Form to underlying insurance as required.

2. The Engineer’s insurance must be primary insurance for all performance of work under this Contract.

3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Engineer under this Contract.

4. If the Engineer receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Engineer’s responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

4.2 Required Coverage

A. Commercial General Liability: The Engineer must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy must cover liability arising from promises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be “follow form” equal or broader in coverage scope than the underlying insurance.

B. Professional Liability: The Engineer must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose acts, mistakes, errors and omissions the Engineer is legally liable, with a liability insurance limit of $1,000,000 each claim and $2,000,000 all claims. If the Professional Liability insurance policy is written on a “claims made” basis, coverage must extend for 3 years past completion and acceptance of the work or services, the Engineer must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.
4.0 INSURANCE – CONT’D

4.2 Required Coverage – Cont’d

C. **Vehicle Liability**: If any vehicle is used in the performance of the Scope of Work that is the subject of this contract, the Engineer must maintain Business Automobile Liability insurance with a limit of $1,000,000 each accident on the Engineer’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer’s work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than the underlying insurance.

D. **Workers Compensation Insurance**: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to Contractor’s employees engaged in the performance of work or services under this Contract and must also maintain Employers’ Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit. If the Contractor is a sole proprietor, has no employees, and has elected not to purchase workers compensation insurance; a completed and signed Workers Compensation Waiver form will substitute for the insurance requirement. The Workers Compensation Waiver form cannot be used by corporations, LLC’s, partnerships or sole proprietors with employees.

5.0 SOFTWARE LICENSES

If The Engineer provides to the City any software licenses, the following provisions apply:

5.1 Source Code Availability

A. The Engineer must furnish the City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

1. The Engineer becomes insolvent; or
2. The Engineer ceases to conduct business; or
3. The Engineer makes a general assignment for the benefit of creditors; or
4. A petition is filed in Bankruptcy by or against the Engineer.

B. Use of the Source Code may not be subject to any greater restrictions than use of the Software itself.

C. The City must have the right to modify the Source Code in any manner the City believes is appropriate, provided that the Source Code as modified will remain subject to the restrictions of Section 5.1(B).
5.0 SOFTWARE LICENSES – CONT'D

5.2 Proprietary Protection

A. The City agrees that if the Engineer informs the City that the Software is confidential information or is a trade secret of the Engineer, the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.

B. The Engineer shall not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner.

C. As permitted by Arizona Law, the parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of 7 years after termination of this Contract and of all licenses granted by this Contract, to hold each other's confidential information in confidence. The parties agree, unless required by government regulations or order of Court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if the Engineer's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the Engineer must reimburse the City for the full cost of the City's refusal to release the information, including the costs of litigation, the City's attorney fees, fines, penalties or assessments of the opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 Non-Infringement

The Engineer warrants that the Software provided to the City does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against the City asserting or involving such an allegation, the Engineer will defend, at the Engineer's expense, and will indemnify and hold harmless the City against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in the Engineer's opinion the Software is likely to become the subject of a claim of infringement, the Engineer will, at its option and its expense:

1. Procure for the City the right to continue using the Software; or
2. Replace or modify the software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or - If neither 1 nor 2 is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5 year period, commencing on the date of acceptance.
5.0 SOFTWARE LICENSES -- CONT'D

5.4 Third Party License

The Engineer shall sublicense to the City any and all third party Software required in this Contract. The City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, the Engineer shall be responsible to negotiate acceptable terms or to supply Software from another source with terms acceptable to the City. The City’s acceptance of the third party license terms will not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 Severability

If any term or provision of this Contract is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted.

6.2 Authority

Each party warrants that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 Request For Taxpayer I.D. Number & Certification I.R.S. W-9 Form

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.IRS.gov under its forms section.

8.0 DONATIONS

No donations allowed. To avoid the appearance of impropriety, Contractor shall not make any donation to the City, of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.
The City of Scottsdale by its Mayor and City Clerk have subscribed their names this ____ day of ________________, 201__.

CITY OF SCOTTSDALE
an Arizona Municipal Corporation

__________________________
W.J. "Jim" Lane
Mayor

ATTEST:

__________________________
Carolyn Jagger
City Clerk

ENGINEER:

__________________________

By: ______________________

Its: ______________________

RECOMMENDED:

__________________________
Katherine Callaway
Risk Management Director

__________________________
Chris Read
Contract Administrator

APPROVED AS TO FORM:

__________________________
Bruce Washburn, City Attorney
By: Eric C. Anderson
Senior Asst. City Attorney
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CON芙ERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INFORMATIONS

SAMPLE — Use Most Current Form from Acord

INSURED

THIS MUST MATCH EXACTLY TO THE CONTRACTOR NAME AND INFORMATION AS LISTED IN THE CONTRACT OR SCOPE OF WORK.

PRODUCER

CONTACT NAME:
E-MAIL:
ADDRESS:
PRODUCER CUSTOMER ID:
INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INS</th>
<th>ABO L</th>
<th>TYPE OF INSURANCE</th>
<th>ADOL</th>
<th>SUBR VWD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFE (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>N/A</td>
<td>GENERAL LIABILITY</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>Claims Made</td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>N/A</td>
<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>ANY PROPRIETOR/ASSOCIATE/EXECUTIVE OFFICER/MEMBER EXCLUDED</td>
<td>Y/N</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description of Operations/Locations/Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited Insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. Insert Contract # or Purchase Order #

CERTIFICATE HOLDER

City of Scottsdale
Attn: (City of Scottsdale Buyer or Bid & Contract Staff Name)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

16506692v1
(Revised 03/14/2017 Doc #8399677-29)
EXHIBIT A
PROJECT DESCRIPTIONS
SCOPE OF WORK

<table>
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<th>PROJECT NAME</th>
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<tbody>
<tr>
<td>1) Reconstruct Runway 03/21, Shoulders, Blast Pads &amp; Rehabilitate Lighting, Signage and NevAida (Design and Construct) (Funding Source = Federal/State/Local)</td>
</tr>
<tr>
<td>2) Runway Guard lights (Design and Construct) (Funding Source = Federal/State / Local)</td>
</tr>
<tr>
<td>3) Taxiway C – Rehabilitation (Design and Construct) (Funding Source = Federal/State/Local)</td>
</tr>
<tr>
<td>4) Exit Taxiways B2, B9 &amp; B15, Including MITL Signage and Shoulders (Design and Construct) (Funding Source = Federal/State/Local)</td>
</tr>
<tr>
<td>5) Security Fencing Improvements (Design and Construct) (Funding Source = Local)</td>
</tr>
<tr>
<td>6) Wind cone Replacement (Design and Construct) (Funding Source = Fed/State/Local)</td>
</tr>
<tr>
<td>7) City Hangar/Shades Ramp Reconstruction (Design and Construct) (Funding Source = Fed/State/Local)</td>
</tr>
<tr>
<td>8) Kilo Ramp Rehabilitation (Funding Source = Fed/State/Local)</td>
</tr>
<tr>
<td>9) Perimeter Road Rehabilitation (Design and Construct) (Funding Source = Fed/State/Local)</td>
</tr>
<tr>
<td>10) Other projects as requested by the City</td>
</tr>
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</table>
# EXHIBIT B HOURLY RATES

**MEAD & HUNT, Inc.**

**Standard Billing Rate Schedule**

**City of Scottsdale**

<table>
<thead>
<tr>
<th>Standard Billing Rates</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical</td>
<td>$73.00 / hour</td>
</tr>
<tr>
<td>Interior Designer, Technical Editor</td>
<td>$104.00 / hour</td>
</tr>
<tr>
<td>Accounting, Administrative Assistant</td>
<td>$91.50 / hour</td>
</tr>
<tr>
<td>Technician I, Technical Writer</td>
<td>$91.50 / hour</td>
</tr>
<tr>
<td>Technician II, Surveyor - Instrument Person</td>
<td>$105.50 / hour</td>
</tr>
<tr>
<td>Technician III</td>
<td>$122.00 / hour</td>
</tr>
<tr>
<td>Technician IV</td>
<td>$128.50 / hour</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$134.00 / hour</td>
</tr>
<tr>
<td>Engineer I, Scientist I, Architect I, Planner I</td>
<td>$118.00 / hour</td>
</tr>
<tr>
<td>Engineer II, Scientist II, Architect II, Planner II</td>
<td>$123.00 / hour</td>
</tr>
<tr>
<td>Engineer III, Scientist III, Architect III, Planner III</td>
<td>$128.50 / hour</td>
</tr>
<tr>
<td>Senior Engineer, Scientist, Architect, Planner or Economist</td>
<td>$134.00 / hour</td>
</tr>
<tr>
<td>Project Engineer, Scientist, Architect or Planner</td>
<td>$139.50 / hour</td>
</tr>
<tr>
<td>Senior Project Civil Engineer or Planner</td>
<td>$160.50 / hour</td>
</tr>
<tr>
<td>Senior Project Electrical, Mechanical, Structural Engineer or Architect</td>
<td>$162.50 / hour</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$203.50 / hour</td>
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</table>

**Expenses**

- Out-Of-Pocket Direct Job Expenses ................................................................. At cost
  - Such as reproductions, sub-consultants / contractors, etc.

**Travel Expense**

- Company or Personal Car Mileage ......................................................... In accordance with State of Arizona Travel Policy
- Air and Surface Transportation ............................................................. In accordance with State of Arizona Travel Policy
- Lodging and Sustenance ............................................................................. In accordance with State of Arizona Travel Policy

**Billing & Payment**

- Invoicing is on a monthly basis for work performed.
CONTRACT 2018-055-COS
AIRPORT ENGINEERING SERVICES

APPENDIX A – FEDERAL FAA CONTRACT PROVISIONS
**Required Federal Contract Provisions for FAA Airport Improvement Program Projects**

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Scottsdale Airport  
City of Scottsdale, Arizona  
Delta Apron Reconstruction  

Federal Required Provisions Bid Set
GUIDANCE & REQUIREMENTS

This project is funded by the Federal Aviation Administration. Federal laws and regulations require that projects funded by federal assistance must include specific contract provisions. Contractor(s) including subcontractors are required to:

- include certain provisions in their subcontracts and sub-tier agreements.
- incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

The prime contractor shall be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

Failure to Comply with Provisions

Contractor failure to comply with the terms of these contract provisions may be sufficient grounds to:

1) Withhold progress payments or final payment;
2) Terminate the contract for cause;
3) Seek suspension/debarment; or
4) Take other actions determined to be appropriate by the Sponsor or the FAA.
A1 ACCESS TO RECORDS AND REPORTS
(2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38)

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT
(41 CFR part 60-4, Executive Order 11246)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or B'dder's attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 15.8%

(Department of Labor online document, Participation Goals for Minorities and Females)

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is City of Scottsdale, Maricopa County, Arizona.

**A3 BREACH OF CONTRACT TERMS**  
(2 CFR § 200 Appendix II(A))  
 Applies to all Contracts over $150,000

**BREACH OF CONTRACT TERMS**

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

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

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

**A4 BUY AMERICAN PREFERENCE**  
(Title 49 USC § 50101)

The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: the Buy American Preference does not apply to equipment a contractor uses as a tool of their trade and does not remain as part of the project.

There are two types of Buy American certifications.

1. Projects for a facility (Buildings such as Terminal, SRE, ARFF, etc.) – Insert the Certificate of Compliance Based on Total Facility
2. Projects for non-facility development (non-building construction projects such as runway or roadway construction; or equipment acquisition projects)

*Bidder must sign and submit with bid the Certification contained in the Proposal Forms.*
BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
  a) Only installing steel and manufactured products produced in the United States;
  b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product

b) Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

*****Sign Buy American Certifications that are included in the bid forms package.*****

**A5 CIVIL RIGHTS - GENERAL**

(49 USC § 47123)

**GENERAL CIVIL RIGHTS PROVISIONS**

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, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
A6 CIVIL RIGHTS – TITLE VI ASSURANCE
(49 USC § 47123, FAA Order 1400.11)

A6.1 Title VI Solicitation Notice:
The City of Scottsdale, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A6.2 Compliance with Nondiscrimination Requirements:
During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, 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 Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

5. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. Canceling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination...
because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 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 USC 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL
(2 CFR § 200, Appendix II(G))

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

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
(2 CFR § 20C, Appendix II€)

This provision applies to all contracts and lower tier contracts that exceed $100,000, and employ laborers, mechanics, watchmen, and guards.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A 9 COPELAND “ANTI-KICKBACK” ACT
(2 CFR § 200, Appendix II(D), 29 CFR Parts 3 and 5)

This provision applies to all construction contracts and subcontracts financed under the AIP that exceed $2,000.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A 10 DAVIS-BACON REQUIREMENTS
(2 CFR § 200, Appendix II(D), 29 CFR Part 5)

Construction – Incorporate into all construction contracts and subcontracts that exceed $2,000 and include funding from the AIP.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of
any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and
certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/w347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.


The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.


A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION
(2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)

This provision is required to be included in any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant if the amount of the contract is equal to or exceeds $25,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.
A12 DISADVANTAGED BUSINESS ENTERPRISE
(49 CFR part 26)

A12.1 REQUIRED PROVISIONS

A12.1.1 Solicitation Language

Information Submitted as a matter of bidder responsiveness:
The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith
effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with
its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate
in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s)
listed under (1) to meet the Owner’s project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts
undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:
The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith
effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the
DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate
in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s)
listed under (1) to meet the Owner’s project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts
undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

DISADVANTAGED BUSINESS ENTERPRISES

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

Scottsdale Airport  
City of Scottsdale, Arizona  
Delta Apron Reconstruction  
FP-16

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

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

A13 DISTRACTED DRIVING
(Executive Order 13513, DOT Order 3902.10)

The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS
(2 CFR § 200, Appendix II(H))

Include this provision in all AIP funded contracts and lower-tier contracts.

ENERGY CONSERVATION REQUIREMENTS
Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

A15 DRUG FREE WORKPLACE REQUIREMENTS
(49 CFR part 32)
The Drug-Free Workplace Act of 1988 requires some Federal contractors and all Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does not apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the sponsor level.

A16 EQUAL EMPLOYMENT OPPORTUNITY
(2 CFR 200, Appendix II, 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)

The EEO Opportunity “Contract Clause” must be included (without modification) in any contract or subcontract when the amount exceeds $10,000.

EQUAL OPPORTUNITY CONTRACT CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

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suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;

b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. “Minority” includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor’s obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the
Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

.g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations,
such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
(29 USC § 201, et seq)

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

All contracts and subcontracts that result from this solicitation 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 FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor -- Wage and Hour Division.
A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
(31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(I), 49 CFR part 20, Appendix A)

Contractor must include Lobbying Certification and this language (not modified) in subcontracts exceeding $100,000.

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

(Certification is included in the bid forms package)
A19 PROHIBITION of SEGREGATED FACILITIES
(41 CFR § 60)

This clause must be included in all contracts that include the Equal Opportunity clause, regardless of the amount of the contract. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
(29 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
A21 PROCUREMENT OF RECOVERED MATERIALS
(2 CFR § 200.322, 40 CFR part 247, Solid Waste Disposal Act)

Include this provision in all construction and equipment projects.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS
38 (2 CFR § 200, Appendix II(F), FR §401)

Not Applicable.

A23 SEISMIC SAFETY
(49 CFR part 41)

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS
(DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

Bidder: if awarded a contract resulting from this solicitation, this provision must be incorporated in all lower-tier subcontracts.

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City of Scottsdale, Arizona  
Delta Apron Reconstruction  
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Bid Set
CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

1) The applicant represents that it is ( ) is not ( √ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( √ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

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

A25 TERMINATION OF CONTRACT
(2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)

TERMINATION FOR CONVENIENCE (CONSTRUCTION CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4) reasonable and substantiated expenses to the Contractor directly attributable to Owner’s termination action.

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

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

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.
A26 TRADE RESTRICTION CERTIFICATION
(49 USC § 50104, 49 CFR part 30)

Bidder: If awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

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

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

A27  VETERAN'S PREFERENCE
(49 USC § 47112©)

VETERAN'S PREFERENCE

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

Airport Construction Update for May 2018.

PURPOSE

The purpose of this item is to keep the Airport Advisory Commission informed as to the status of all construction activity at the City’s airport.

PROJECTS CURRENTLY UNDERWAY

<table>
<thead>
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<th>Terminal Area Redevelopment Project – ($22,536,079)</th>
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<tr>
<td>July 2017 to July 2018</td>
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<tr>
<td>% Complete</td>
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<tr>
<td>56%*</td>
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*Based on invoicing
Commission Information Report
Airport Monthly Construction Report for May 2018
<table>
<thead>
<tr>
<th>% Complete</th>
<th>Completed Work – April</th>
<th>Anticipated Work – May</th>
<th>Operational Impacts</th>
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<tbody>
<tr>
<td>40%*</td>
<td>Final Grading, striping, Phase 1 completion.</td>
<td>Phase 2 electrical demolition, pavement removal, stabilize subgrade, place base material, striping, paving, Phase 2 completion.</td>
<td>Taxiway A closed from A7 to A10.</td>
</tr>
</tbody>
</table>

*Based on invoicing
Commission Information Report
Airport Monthly Construction Report for May 2018
FUTURE PROJECTS

<table>
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<tr>
<th>Description</th>
<th>Construction Cost</th>
<th>Status</th>
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<th>Estimated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reconstruct the Delta Parking Apron</td>
<td>$2,230,591</td>
<td>Waiting for Grant</td>
<td>August, 2018</td>
<td>January, 2019</td>
</tr>
</tbody>
</table>
INFORMATION

Airport Monthly Operations Update for April 2018.

PURPOSE

The purpose of this item is to keep the Airport Advisory Commission informed as to the operational status of the Airport.

<table>
<thead>
<tr>
<th>BASED AIRCRAFT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Current Month</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>May 2017</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Helicopter</td>
</tr>
<tr>
<td>Single Engine</td>
</tr>
<tr>
<td>Twin Engine</td>
</tr>
<tr>
<td>Jet</td>
</tr>
<tr>
<td>Total</td>
</tr>
<tr>
<td>31</td>
</tr>
<tr>
<td>239</td>
</tr>
<tr>
<td>36</td>
</tr>
<tr>
<td>158</td>
</tr>
<tr>
<td>464</td>
</tr>
<tr>
<td>31</td>
</tr>
<tr>
<td>219</td>
</tr>
<tr>
<td>41</td>
</tr>
<tr>
<td>145</td>
</tr>
<tr>
<td>436</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>April 2017</td>
</tr>
<tr>
<td>April 2018</td>
</tr>
<tr>
<td>% Δ</td>
</tr>
<tr>
<td>2017 YTD</td>
</tr>
<tr>
<td>2018 YTD</td>
</tr>
<tr>
<td>% Δ</td>
</tr>
<tr>
<td>Total</td>
</tr>
<tr>
<td>15,761</td>
</tr>
<tr>
<td>14,654</td>
</tr>
<tr>
<td>-7.0</td>
</tr>
<tr>
<td>59,891</td>
</tr>
<tr>
<td>59,244</td>
</tr>
<tr>
<td>-1.1</td>
</tr>
<tr>
<td>IFR</td>
</tr>
<tr>
<td>4,838</td>
</tr>
<tr>
<td>4,492</td>
</tr>
<tr>
<td>-7.2</td>
</tr>
<tr>
<td>19,559</td>
</tr>
<tr>
<td>20,080</td>
</tr>
<tr>
<td>2.7</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ALERTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
<tr>
<td>Type</td>
</tr>
<tr>
<td>Description</td>
</tr>
<tr>
<td>4/03/18</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>BAE 125-800A, smoke in the cockpit</td>
</tr>
<tr>
<td>4/06/18</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>Piper PA-28R, faulty gear indication</td>
</tr>
<tr>
<td>4/09/18</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>Piper PA-24, crash after takeoff</td>
</tr>
<tr>
<td>4/21/18</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>Lear 34A, low oil pressure, engine shut down in flight</td>
</tr>
<tr>
<td>4/24/18</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>Cessna 441, landing gear would not retract after takeoff</td>
</tr>
</tbody>
</table>
### INCIDENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/02/18</td>
<td>Eclipse EA-500, flat tire after landing</td>
</tr>
<tr>
<td>4/06/18</td>
<td>Cirrus SR-20, flat tire while taxiing</td>
</tr>
<tr>
<td>4/08/18</td>
<td>Cessna T210A, runway excursion during landing</td>
</tr>
<tr>
<td>4/18/18</td>
<td>Piper PA-23, flat tire after landing</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Fuel Spill, Ross Aviation ramp</td>
</tr>
</tbody>
</table>

### ENFORCEMENT ACTIONS

<table>
<thead>
<tr>
<th>Date</th>
<th>Violation</th>
<th>Enforcement Method Used</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/11/18</td>
<td>Speeding</td>
<td>Verbal, Retraining</td>
<td>2nd Violation</td>
</tr>
<tr>
<td>4/14/18</td>
<td>Parking violation</td>
<td>Verbal</td>
<td>1st Violation</td>
</tr>
<tr>
<td>4/17/18</td>
<td>Failure to wait for vehicle gate to fully close before leaving</td>
<td>Verbal</td>
<td>1st Violation</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Fuel spill violation</td>
<td>Verbal</td>
<td>1st Violation</td>
</tr>
<tr>
<td>4/24/18</td>
<td>Failure to wait for vehicle gate to fully close before leaving</td>
<td>Verbal</td>
<td>1st Violation</td>
</tr>
<tr>
<td>4/24/18</td>
<td>Aiding and abetting speeding</td>
<td>Verbal, Retraining</td>
<td>1st Violation</td>
</tr>
<tr>
<td>4/24/18</td>
<td>Speeding</td>
<td>Verbal</td>
<td>1st Violation</td>
</tr>
</tbody>
</table>

### U.S. Customs

<table>
<thead>
<tr>
<th><em>Revenue (FYTD)</em></th>
<th>Total Uses Month</th>
<th>Total Uses (FYTD)</th>
<th>U.S. Visit Uses (flights/current month)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>$547,750</td>
<td>132</td>
<td>962</td>
<td>22</td>
<td></td>
</tr>
</tbody>
</table>

**U.S. Visit Summary**
- 44 Mexican
- 2 French
- 2 Canadian
- 1 Italian
- 1 British
- 1 Norwegian
- 3 German
- 1 Indian
- 1 New Zealander
- 1 Slovakian
- 1 Costa Rican
- 1 South African
- 1 Chilean
## Commission Information Report

### Airport Monthly Operations Update for April 2018

<table>
<thead>
<tr>
<th>*Revenue (FYTD)</th>
<th>Total Uses Month</th>
<th>Total Uses (FYTD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017/18 $547,750</td>
<td>APRIL 2018 132</td>
<td>2017/18 962</td>
</tr>
<tr>
<td>2016/17 $525,675</td>
<td>APRIL 2017 111</td>
<td>2016/17 799</td>
</tr>
</tbody>
</table>

*Revenue = User Fees and Overtime Fees Charged to Users
75,000 lbs. + PPR = 20 (calendar year 2018)

**Attachment(s):** 1. Scottsdale Airport Operations Counts 2016-18
# SCOTTSDALE AIRPORT OPERATIONS 2016-2018

<table>
<thead>
<tr>
<th></th>
<th>Oct-16</th>
<th>Nov-16</th>
<th>Dec-16</th>
<th>Jan-17</th>
<th>Feb-17</th>
<th>Mar-17</th>
<th>Apr-17</th>
<th>May-17</th>
<th>Jun-17</th>
<th>Jul-17</th>
<th>Aug-17</th>
<th>Sep-17</th>
<th>Oct-17</th>
<th>Nov-17</th>
<th>Dec-17</th>
<th>Jan-18</th>
<th>Feb-18</th>
<th>Mar-18</th>
<th>Apr-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITIN</td>
<td>8,895</td>
<td>9,506</td>
<td>8,137</td>
<td>9,268</td>
<td>11,186</td>
<td>10,333</td>
<td>8,838</td>
<td>7,685</td>
<td>6,760</td>
<td>7,625</td>
<td>8,855</td>
<td>9,586</td>
<td>10,094</td>
<td>10,927</td>
<td>10,438</td>
<td>9,336</td>
<td>10,588</td>
<td>9,344</td>
<td></td>
</tr>
<tr>
<td>LOCAL</td>
<td>5,198</td>
<td>4,548</td>
<td>4,339</td>
<td>4,126</td>
<td>5,862</td>
<td>5,428</td>
<td>5,802</td>
<td>4,640</td>
<td>5,024</td>
<td>4,633</td>
<td>4,571</td>
<td>5,960</td>
<td>4,726</td>
<td>4,409</td>
<td>4,127</td>
<td>4,548</td>
<td>5,553</td>
<td>5,310</td>
<td></td>
</tr>
<tr>
<td>IFR</td>
<td>3,854</td>
<td>4,510</td>
<td>3,958</td>
<td>4,854</td>
<td>5,360</td>
<td>4,838</td>
<td>3,924</td>
<td>3,144</td>
<td>2,742</td>
<td>3,118</td>
<td>3,739</td>
<td>4,069</td>
<td>4,730</td>
<td>4,262</td>
<td>5,281</td>
<td>5,004</td>
<td>5,303</td>
<td>4,492</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>14,093</td>
<td>14,054</td>
<td>12,476</td>
<td>13,565</td>
<td>15,087</td>
<td>15,761</td>
<td>14,640</td>
<td>12,325</td>
<td>11,784</td>
<td>12,258</td>
<td>13,426</td>
<td>15,546</td>
<td>14,820</td>
<td>13,436</td>
<td>14,565</td>
<td>13,884</td>
<td>16,141</td>
<td>14,654</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Apr-07</th>
<th>Apr-18</th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITIN</td>
<td>12,288</td>
<td>9,344</td>
<td>-24.0%</td>
</tr>
<tr>
<td>LOCAL</td>
<td>3,853</td>
<td>5,310</td>
<td>37.8%</td>
</tr>
<tr>
<td>IFR</td>
<td>4,810</td>
<td>4,492</td>
<td>-6.6%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>16,141</td>
<td>14,654</td>
<td>-9.2%</td>
</tr>
</tbody>
</table>
## AVIATION OPERATING BUDGET
**FISCAL YEAR 2017/18**

<table>
<thead>
<tr>
<th></th>
<th>FY 2017/18 Adopted Budget</th>
<th>FY 2017/18 Approved Budget</th>
<th>FY 2017/18 Year to Date (through March 2018)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Revenue $3,914,371</td>
<td>$3,914,371</td>
<td>Revenue $2,784,474</td>
</tr>
<tr>
<td></td>
<td>Expenses $2,795,083</td>
<td>$2,824,473</td>
<td>Expenses $2,266,449</td>
</tr>
<tr>
<td></td>
<td>Net $1,119,288</td>
<td>$1,089,898</td>
<td>Net $518,025</td>
</tr>
</tbody>
</table>

## AVIATION FUND CASH BALANCE

<table>
<thead>
<tr>
<th></th>
<th>Operating</th>
<th>CIP Funds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>As of 3/31/18</td>
<td>$9,077,797</td>
<td>-$5,577,912</td>
<td>$3,499,885</td>
</tr>
<tr>
<td>As of 3/31/17</td>
<td>$9,086,688</td>
<td>-$614,441</td>
<td>$8,472,447</td>
</tr>
</tbody>
</table>

## MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

<table>
<thead>
<tr>
<th></th>
<th>March 2017</th>
<th>March 2018</th>
<th>% Change From Last Yr</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AVIATION FUND CASH BALANCE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue Airpark</td>
<td>$58,520</td>
<td>$60,806</td>
<td>3.9%</td>
</tr>
<tr>
<td>Expenses</td>
<td>$2,178</td>
<td>$2,273</td>
<td>4.4%</td>
</tr>
<tr>
<td>Net</td>
<td>$56,343</td>
<td>$58,533</td>
<td>4.2%</td>
</tr>
</tbody>
</table>

## ACCOUNTS RECEIVABLE AGING REPORT

**Aging Report Data current as of 3/31/2018**

<table>
<thead>
<tr>
<th></th>
<th>1-30 Days</th>
<th>31-60 Days</th>
<th>61-90 Days</th>
<th>91-120 Days</th>
<th>&gt;120 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Accounts</td>
<td>Total</td>
<td>-124.34</td>
<td>-202.21</td>
<td>-772.28</td>
<td>-1,861.12</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-220.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>28,882.92</td>
</tr>
</tbody>
</table>

## Scottsdale Airport Fuel Flowage (@ $0.08 per gallon) - Fiscal Year-to-Date

- **Airport JET**: $386,018
- **Airport AVGAS**: $20,883
- **Airpark**: $179,098

*Extra May 2016 revenues factored out.*
INFORMATION

Monthly update of the marketing, community, planning and pilot outreach programs at Scottsdale Airport.

PURPOSE

The purpose of this item is to keep the Airport Advisory Commission informed of the airport’s marketing, outreach and planning projects efforts.

<table>
<thead>
<tr>
<th>FAA Flight Path Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Marketing Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Community Outreach</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
</tbody>
</table>
### Noise Outreach

- **Description:** Met with residents from SCANA organization regarding noise impacts from flight path changes made at PHX Sky Harbor to residents in the northern area of Scottsdale.
- **Status:** Completed

### Community Outreach

- **Description:** The sixth annual Run the Runway was held on Sat., April 7. This community event hosted around 2,000 participants and benefitted Playworks Arizona.
- **Status:** Completed

### Planning Projects

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Purpose</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monitor property development through the Planning Department</td>
<td>Working with the Planning Department to protect the airspace and development uses near Scottsdale Airport. <strong>There were three projects listed in the Planning and Zoning reports for April.</strong></td>
<td>In progress</td>
</tr>
</tbody>
</table>

### Pilot Outreach

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Purpose</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pilot Briefing &amp; Outreach</td>
<td>The next Pilot’s Briefing has not been scheduled at this time.</td>
<td>In progress</td>
</tr>
<tr>
<td>2</td>
<td>Voluntary Curfew Outreach (10:00 p.m. – 6:00 a.m.)</td>
<td>The Voluntary Curfew Program is designed to respond to a complaint received for an operation between 10 p.m. and 6 a.m. If a flight can be confirmed, a letter is sent out to the operator to ask them for their cooperation in flying outside these hours when possible. <strong>There were three voluntary curfew letters sent out in April.</strong></td>
<td>As needed</td>
</tr>
</tbody>
</table>
INFORMATION

Discussion regarding status of the Airport Advisory Commission’s items to City Council, and aviation-related items approved by Planning Commission, Design Review Board, or City Council.

Attachment(s):  
   1. Airport Advisory Commission Items to City Council  
   2. Aviation-related items to Planning Commission, Design Review Board, or City Council  
   3. City Council Meeting Calendar
<table>
<thead>
<tr>
<th>AIRPORT COMMISSION DATE</th>
<th>APPROVED</th>
<th>ITEM DESCRIPTION</th>
<th>CITY COUNCIL DATE</th>
<th>APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/17/18</td>
<td>7-0</td>
<td>Discussion and possible action to recommend adoption of Resolution No. 11011 authorizing lease agreement No. 2016-028-COS-A1 Amendment No. 1 with Gemini Air Group, Inc. for the lease of two hangar facilities located at the Scottsdale Airport</td>
<td>02/20/18</td>
<td>Approved on consent</td>
</tr>
<tr>
<td>01/17/18</td>
<td>7-0</td>
<td>Discussion and possible action to recommend adoption of Resolution No. 11006 authorizing lease agreement No. 2018-015-COS with Volanti Restaurant and Lounge, LLC for the lease of restaurant and office space located at the future Aviation Business Center at Scottsdale Airport</td>
<td>02/20/18</td>
<td>Approved on consent</td>
</tr>
<tr>
<td>01/17/18</td>
<td>7-0</td>
<td>Discussion and possible action to recommend adoption of Resolution No. 11012, Contract No. 2018-020-COS with Scottsdale West Holdings, LLC for the lease of office space in the future Aviation Business Center at Scottsdale Airport</td>
<td>02/20/18</td>
<td>Approved on consent</td>
</tr>
<tr>
<td>02/21/18</td>
<td>7-0</td>
<td>Discussion and possible action to amend Scottsdale Revised Code, Chapter 5, Aviation, rates and charges, effective July 1, 2018 by creating an Airport Meeting Room Rental fee, Airport Property Special Event fee, and Temporary Activity Permit fee</td>
<td>03/06/18 (presentation)</td>
<td>N/A</td>
</tr>
<tr>
<td>05/16/18</td>
<td>?</td>
<td>Discussion and possible action to recommend to City Council approval of construction contract No. 18PB021 to Combs Construction Company, Inc. in the amount of $2,230,591 for the Delta Apron Reconstruction project if a grant is received from the Federal Aviation Administration</td>
<td>?</td>
<td>?</td>
</tr>
<tr>
<td>05/16/18</td>
<td>?</td>
<td>Discussion and possible action to recommend to City Council approval of engineering contract No. 2018-055-COS to Mead &amp; Hunt, Inc.</td>
<td>?</td>
<td>?</td>
</tr>
</tbody>
</table>
AVIATION-RELATED ITEMS TO PLANNING COMMISSION, DESIGN REVIEW BOARD OR CITY COUNCIL
(Projects that may be on airport, have taxi lane access, have height implications, or have sensitive noise uses)

<table>
<thead>
<tr>
<th>AIRPORT COMMISSION DATE</th>
<th>APPROVED</th>
<th>ITEM DESCRIPTION</th>
<th>PLANNING, DRB, OR CITY COUNCIL AGENDA DATE</th>
<th>APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>Aire Lane remodel &amp; new hangars</td>
<td>04/11/18 Staff Approval</td>
<td>Approved</td>
</tr>
<tr>
<td>01/17/2018</td>
<td>Denied 6-1</td>
<td>Crossroads East Planned Community</td>
<td>05/09/18 Planning</td>
<td>?</td>
</tr>
<tr>
<td>?</td>
<td>?</td>
<td>La Via (CrackerJax site)</td>
<td>?</td>
<td>?</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>Airpark Garage Condos</td>
<td>04/05/18 DR</td>
<td>Approved 7-0</td>
</tr>
</tbody>
</table>

Remodel existing office building exterior with new parking lot & landscaping (Staff Approval) and construct three new hangars of approximately 18,700 sf. Located at 7345 E. Acoma. 361-PA-2017 and 230-SA-2017

Request by owner for a zoning district map amendment to revise the Crossroads East Planned Community (P-C) District Development Plan, including but not limited to, addition of the Planned Airpark Core (PCP) district to the list of P-C comparable zoning districts, amendments to the Land Use Budget, replacement of outdated zoning districts with current zoning districts, increasing number of Planning Units and amendments to development standards for a +/- 1,000-acre site located east of Scottsdale Road on the north and south sides of the Loop 101 freeway. 19-ZN-2002#6

Request by owner for approval of a Zoning District Map Amendment from General Commercial (C-4) to Planned Airpark Core Development –Airpark Mixed Use –Residential with a Planned Shared Development overlay (PCP AMU-R PSD) on 28 +/- gross acre site, located at 16001 N. Scottsdale Rd. 20-ZN-2017

Request by owner for approval of a site plan, landscape plan, and building elevations for a new garage condominium (storage) development on a +/- 1.2-acre site with Industrial Park (I-1) zoning, located at 15032 N. 74th Street. 46-DR-2017
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| 05/16/18   | ?      | **Wolff Legacy**  
Request by owner for a Zoning District Map Amendment from Central Business, Environmentally Sensitive Lands (C-2 ESL) and Industrial Park Environmentally Sensitive Lands (I-1, ESL), zoning to Commercial Office, Environmentally Sensitive Lands (C-O ESL) zoning on a +/- 14-acre site located on the northwest corner of E. Legacy Blvd and N. Pima Rd. for senior living community. 23-ZN-2017 & 7-GP-2017 | ?     | ?     |
| N/A        | N/A    | **Stamper Hangar**  
Request by owner for approval of a site plan, landscape plan, and building elevations for a new airport hangar development on a +/- 1.2-acre site with Industrial Park (I-1) zoning, located at 16061 N. 81st Street. 49-DR-2017 | ?     | ?     |
| N/A        | N/A    | **City of Phoenix - NEC of 71st Street and Tierra Buena Lane**  
Lennar Multifamily Communities proposes to redevelop two existing suburban commercial buildings to construct LMC Kierland, a modern, mid-rise, luxury multi-family residential rental community of approximately 299 units in the Kierland area (the “Project”). The 3.76 acre Project site is located on N. 71st Street, west of N. Scottsdale Road and north of E. Tierra Buena Lane in Phoenix within the Airport Influence Area 1. Z-12-18-2 | N/A   | N/A   |
### 2018 City Council Meeting Calendar and Agenda Review Meeting Schedule

#### Key
- Council Meetings
- Optional Additional Mtg and/or Study Session
- General Plan
- Events
- City of Scottsdale Holidays
- Election
- No meetings will be scheduled
- Strategic Planning Workshop - TBD
- Agenda Review Staff Meeting

### January

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**Events**
- Jan: 09 - MLK Dinner
- 30 - Waste Management Phoenix Open Party
- 31 - State of the City Address

**Mtg Dates**
- Jan: 09 - MLK Dinner
- 30 - Waste Management Phoenix Open Party
- 31 - State of the City Address

**Other Dates**
- Jan: 09 - MLK Dinner
- 30 - Waste Management Phoenix Open Party
- 31 - State of the City Address

### March

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**Events**
- Mar: 11-14 - NLC Conference

**Mtg Dates**
- Mar: 11-14 - NLC Conference

### April

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**Events**
- Apr: 6 - General Election

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**Events**
- May: 22 - Tentative Budget Adoption

### June

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**Events**
- June: 12 - Final Budget Adoption

### October

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**Events**
- Oct: 7-10 - NLC Conference

### November

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**Events**
- Nov: 11-12 Major General Plan Amendments and Reg Council Mtgs
- 13-Optional Meeting Date for Regular and GP items, if needed

### December

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COMMISSION ACTION REPORT

Discussion and possible action to modify the Airport Advisory Commission meeting schedule and Commission item calendar

ACTION

Review Airport Advisory Commission meeting schedule.

PURPOSE

Pursuant to By-Laws of the Scottsdale Airport Advisory Commission, Section 202, “Regular meetings of the Commission shall be held on the third Wednesday of each month immediately following the study session, unless otherwise scheduled by majority vote of its members. In the event the Commission desires not to hold the preceding study session, the regular meeting shall begin at 5:00 p.m., unless otherwise scheduled by majority vote of its members.”

Attachment(s): 1. Airport Advisory Commission meeting schedule

Action taken:
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- Election of Officers
- By-Laws Review
- Quarterly Noise Program Update

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- Quarterly Noise Program Update
- Aviation Enterprise Fund Five-Year Financial Plan

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- Quarterly Noise Program Update
- Risk Management Insurance Update

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- Quarterly Noise Program Update
- AZ Business Aviation Assn. Update
- Experience Scottsdale Update