

**SCOTTSDALE AIRPORT ADVISORY COMMISSION
SPECIAL MEETING NOTICE AND
AGENDA**



**Wednesday, April 7, 2021
5:00 p.m.**

**Meeting will be held electronically and
remotely**



AIRPORT ADVISORY COMMISSION

John Berry, Chair

Charles McDermott Vice-Chair

Larry Bernosky

Ken Casey

Cory Little

Peter Mier

Rick Milburn

Until further notice, Airport Advisory Commission meetings are being held electronically. While physical facilities are not open to the public, Airport Advisory Commission meetings are available on Scottsdale's YouTube channel to allow the public to virtually attend and listen/view the meeting in progress.

- 1. Go to ScottsdaleAZ.gov, search "live stream"**
- 2. Click on "Scottsdale YouTube Channel"**
- 3. Scroll to "Upcoming live streams"**
- 4. Select the applicable meeting**

Spoken comment is being accepted on agenda action items. To sign up to speak on these please [click here](#). Request to speak forms must be submitted no later than 90 minutes before the start of the meeting.

Written comment is being accepted for both agendized and non-agendized items, and should be submitted electronically no later than 90 minutes before the start of the meeting. To submit a written public comment electronically, please [click here](#)

Call to Order

Roll Call

Approval of Minutes

Regular Meeting: March 17, 2021


REGULAR AGENDA

ITEMS 1-3

How the Regular Agenda Works: The Commission takes a separate action on each item on the Regular Agenda

1. Discussion and Possible Action for Recommendation to the Planning Commission and City Council regarding case 16-ZN-2020 (Zoning District Map Amendment) to rezone Single-Family Residential (R1-35) to Commercial Office (C-O) zoning to allow for the development of a minimal residential health care facility on a +/-4.5-acre site located approximately 1,000 feet northwest of the East Raintree Drive and North 90th Street intersection. Staff contact: Katie Posler, Senior Planner, 480-312-2703, kposler@scottsdaleaz.gov
2. Discussion and Possible Action to Recommend to City Council, Adoption of Resolution No. 12097, authorizing Construction Manager at Risk (CMAR) Contract 2021-026-COS with J. Banicki Construction, Inc., in the amount of \$10,755,539.09 for the Runway Rehabilitation Project at Scottsdale Airport. Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, cread@scottsdaleaz.gov
3. Discussion and Possible Action of the Proposed Aviation Enterprise Fund Five-Year Financial Plan for FY 21/22-FY25/26. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov

Adjourn Special Meeting

 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)



COMMISSION INFORMATION REPORT
APPROVAL OF MINUTES

Meeting Date: 04/07/21

Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Approval of Minutes – Regular Meeting
March 17, 2021

Attachment(s): 1. Draft of minutes of the March 17, 2021 Regular Meeting

Action taken:



**SCOTTSDALE AIRPORT ADVISORY COMMISSION
PUBLIC MEETING**

**Scottsdale Airport Aviation Business Center
Stearman/Thunderbird Meeting Room
Second floor 15000 N. Airport Drive
Scottsdale, Arizona**

**MEETING HELD ELECTRONICALLY
Wednesday, March 17, 2021**

DRAFT MINUTES

PRESENT: John Berry, Chair
Charles McDermott, Vice Chair
Larry Bernosky
Ken Casey
Cory Little
Peter Mier

ABSENT: Rick Milburn

STAFF: Gary Mascaro, Aviation Director
Sarah Ferrara, Aviation Planning & Outreach Coordinator
Carmen Williams, Aviation Finance & Administration Manager
Chris Read, Assistant Aviation Director-Operations
Tiffany Domingo, Staff Coordinator

CALL TO ORDER

Chair Berry called the meeting to order at 5:00 p.m.

ROLL CALL

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

AVIATION DIRECTOR'S REPORT

Gary Mascaro, Aviation Director, welcomed Ken Casey back as an Airport Advisory Commission member. Mr. Mascaro shared the Airport's excitement about the upcoming Barrett-Jackson Collector Car Auction this weekend. The Airport is prepared for this event and has been very busy with aircraft activity.

1. Regular Meeting: February 17, 2021

It was noted that the minutes should reflect Chair Berry opened the meeting.

COMMISSIONER BERNOSKY MADE A MOTION TO APPROVE THE REGULAR MINUTES OF FEBRUARY 17, 2021 AS AMENDED TO REFLECT CHAIR BERRY OPENING THE MEETING. COMMISSIONER MIER SECONDED THE MOTION, WHICH CARRIED 6/0 WITH CHAIR BERRY, VICE CHAIR MCDERMOTT, COMMISSIONERS BERNOSKY, CASEY, LITTLE AND MIER VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

PUBLIC COMMENTS

No comments were submitted.

REGULAR AGENDA ITEMS 1-17

1. Discussion and Input Regarding Financial Report for December, 2020

Carmen Williams, Aviation Finance and Administration Manager, stated that the approved budget for revenues through January was \$2.9 million with actuals at \$3.7 million. For expenses, the budget was just under \$1.5 million and the actuals were right on target. For the January monthly comparison to last year, there was \$704,000 in revenue, compared to last year's revenues of \$489,000. Fuel sales, transient landing and parking fees and U.S. Customs accounted for the \$170,000 variance over last year. Expenses are higher this year at \$272,000 compared to last year at \$226,000. The variance is small and due to one-time expenses related to consultants and professional services. The Aviation Fund cash balance is \$6.3 million as of January 31st. January fuel revenues are well ahead of last year. For the January comparison, jet gallons sold by the FBOs are up 46.8 percent. AVGAS is up 41.6 percent and Airpark fuel is down 14.8 percent over last January. Overall for the month, gallons are up 28.3 percent. For fiscal year to date, jet fuel sales are up 30.8 percent. AVGAS is up 10.4 percent. Airpark fuel is down by just under 3 percent. Actual gallons pumped year to date total 6.7 million, a nearly 19 percent increase over last year.

2. Discussion and Input Regarding Monthly Construction Report

Chris Read, Assistant Aviation Director-Operations, stated that the second phase of the box hangars are approximately 10 percent complete on a financial basis. Footer work and masonry installation is in progress. Design has been completed for the runway rehab project. The

construction manager at risk is acquiring bids at this time. It is hoped to have the GMP for the project in the next one to two weeks for submission to the FAA and project start in July.

3. Discussion and Input Regarding Monthly Operations Report

Mr. Read noted a decrease in operations this year compared to last year. The tower manager referenced rain days in February of this year as well as a couple of very windy days. These conditions halt flight training numbers. IFR counts are slightly down because the Barrett-Jackson event did not happen in January 2020 or in January 2021. There were only two alerts for the period. There were three enforcement actions. U.S. Customs continues to go well, with \$77,000 in revenues for the month, 140 uses and 42 U.S. visits. Revenues for this fiscal year are up over last year. Total uses were 140, compared to 126 for the month last year. Total uses fiscal year to date were 861 compared to 752 last year. There have been 10 PPRs so far this year.

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

Sarah Ferrara, Aviation Planning & Outreach Coordinator, stated that one voluntary curfew letter was issued for February. Staff continues to monitor property development projects through the planning department. For February, there were four projects listed within the Airport Influence Area. In terms of social media, staff continues to post items and photos. There was good feedback on the recent post about the Airport reporting gains in 2020 and being 3 of the 25 of the busiest private jet airports to experience gains. A listserv was recently issued to solicit feedback and provide a reminder about the U.S. Customs services. Staff is working on runway rehab outreach materials, including posters, banners and postcards. The Airport will be submitting the General Aviation Box Hangar project for consideration as an Airport Business Project of the Year.

5. Administrative Report from the Aviation Director or Designee Regarding the Status of Pending Aviation-Related Items.

Mr. Mascaro stated that adoption of Ordinance No. 4494 amending Chapter 5, Aviation, Section 5-101 was passed by Council on March 15, 2021. There are several items on the list of Aviation-related items to the Planning Commission, Design Review Board or City Council, however there are only modest updates at this time. The People's Hangar is expected to move forward.

6. Discussion and Possible Action to Modify the Airport Advisory Commission Meeting Schedule and Commission Item Calendar

Mr. Mascaro discussed the purpose of the special meeting, which involves the runway construction contract award of \$12 million. Also covered will be the Airport's five-year financial plan for review and recommendation to City Council as well as a planning project.

COMMISSIONER MIER MADE A MOTION TO CANCEL THE APRIL 21, 2021 AIRPORT ADVISORY COMMISSION MEETING AND TO SCHEDULE A SPECIAL MEETING ON APRIL 7, 2021. COMMISSIONER BERNOSKY SECONDED THE MOTION, WHICH CARRIED 6/0 WITH CHAIR BERRY, VICE CHAIR MCDERMOTT, COMMISSIONERS BERNOSKY, CASEY, LITTLE AND MIER VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

ADJOURNMENT

Chair Berry adjourned the meeting without a vote.

SUBMITTED BY:

eScribers, LLC



COMMISSION INFORMATION REPORT

Discussion and possible action on a recommendation to the Planning Commission and City Council of regarding case 16-ZN-2020 (Greystar Active Independent Living)

Agenda Item No.: 1

Meeting Date: 04/07/21

Contact: Kathryn Posler, Senior Planner

Phone: 480-312-2703

ACTION

Discussion and Possible Action for a Recommendation to the Planning Commission and City Council regarding case 16-ZN-2020 (Zoning District Map Amendment) to rezone from Single-family Residential (R1-35) to Commercial Office (C-O) zoning to allow for the development of a minimal residential health care facility on a +/-4.5-acre site located approximately 1,000 feet northwest of the East Raintree Drive and North 90th Street intersection.

PURPOSE

To provide the Airport Advisory Commission information on the proposed Zoning District Map Amendment for a site located with the Airport Influence Area, as it relates to the 14 CFR Part 150 Noise Compatibility Study.

KEY CONSIDERATIONS

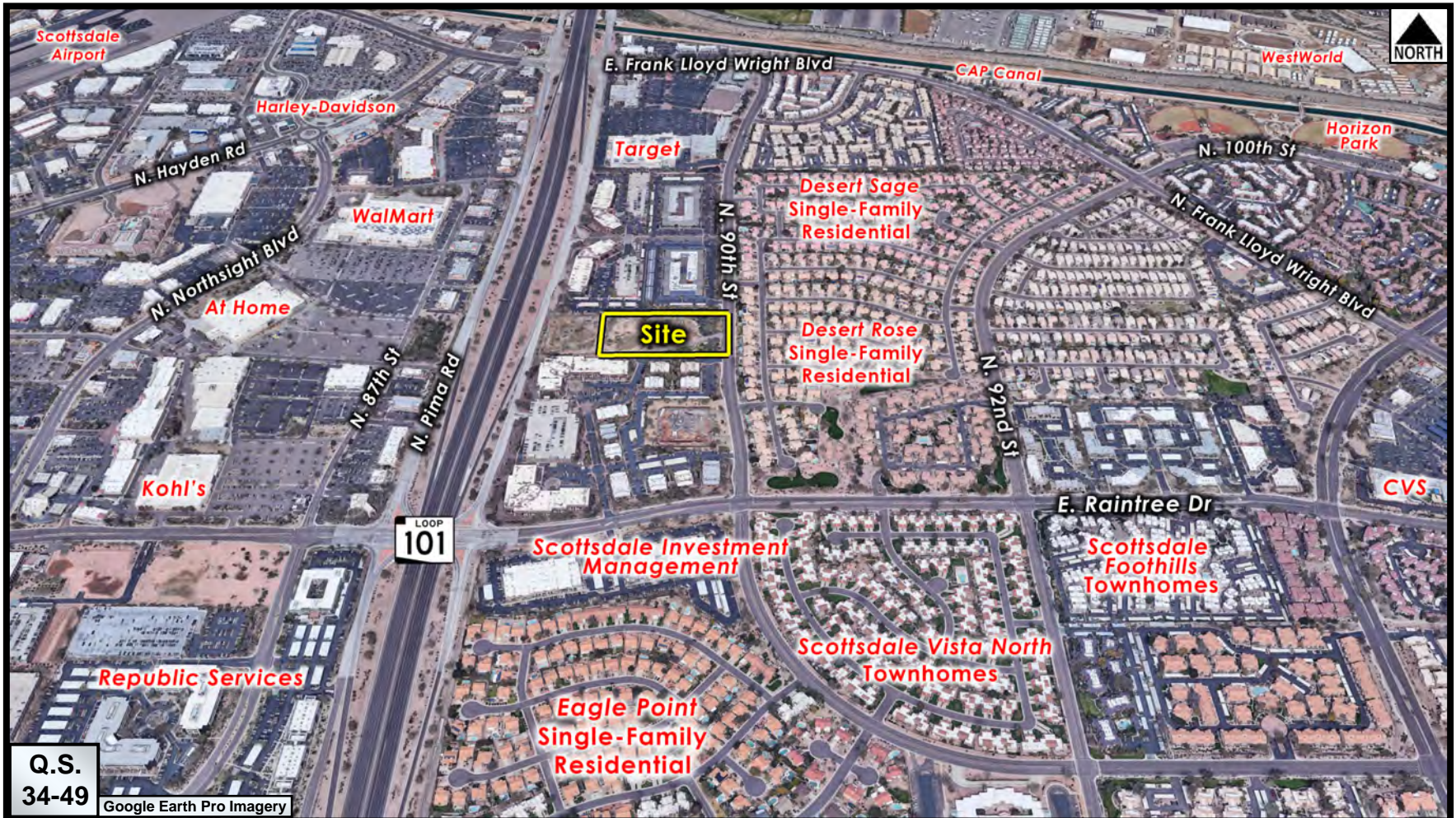
- Proximity of proposed site to Scottsdale Airport (site is approximately 5,000 feet east of runway)
- Proposed site location is within the AC-1 area of the Airport Influence Zones
- Entire proposed development is located outside the 55 DNL noise contour
- Scottsdale Airport 14 CFR Part 150 Noise Compatibility Study Land Use Measure #2, #4, and #6 are applicable
- Sec. 5-356 of the City Code permits the proposed use with the conditions of submitting a Fair Disclosure Statement and dedication of an Avigation Easement
- Transition from vacant R1-35 zoned site to Residential Health Care Facility
- Allowed building height will increase from 36 feet to 48 feet
- 155 units proposed, 200 units allowed with rezoning
- As a part of the approval process, the applicant will be required to conduct a FAA height analysis, and submit the response prior to permit issuance

OTHER RELATED POLICIES, REFERENCES

- Scottsdale General Plan 2001, as amended
- 2010 Greater Airpark Character Area Plan
- 2005 Scottsdale Airport 14 CFR Part 150 Noise Compatibility Study
- Zoning Ordinance

ATTACHMENTS:

1. Vicinity Map
2. Part 150 Airport Influence Zones Map
3. Part 150 Noise Contours Map
4. General Plan Land Use Map
5. Greater Airpark Character Area Plan
6. Greater Airpark Land Use Map
7. Zoning Map (Existing/Proposed)
8. Greystar Active Independent Living – Development Plan
9. Greystar Active Independent Living – Site Plan



Context Aerial

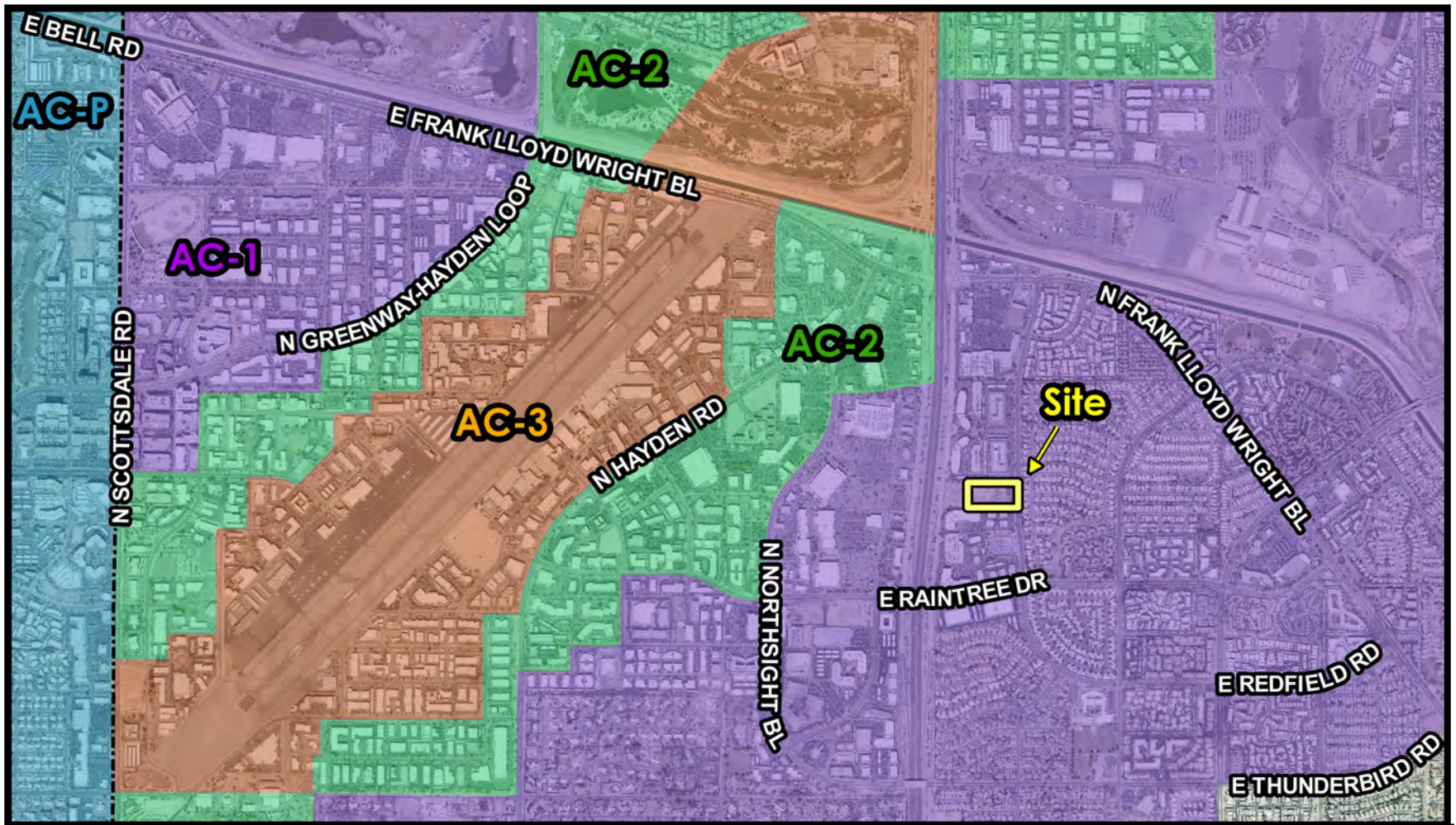
16-ZN-2020

ATTACHMENT #1



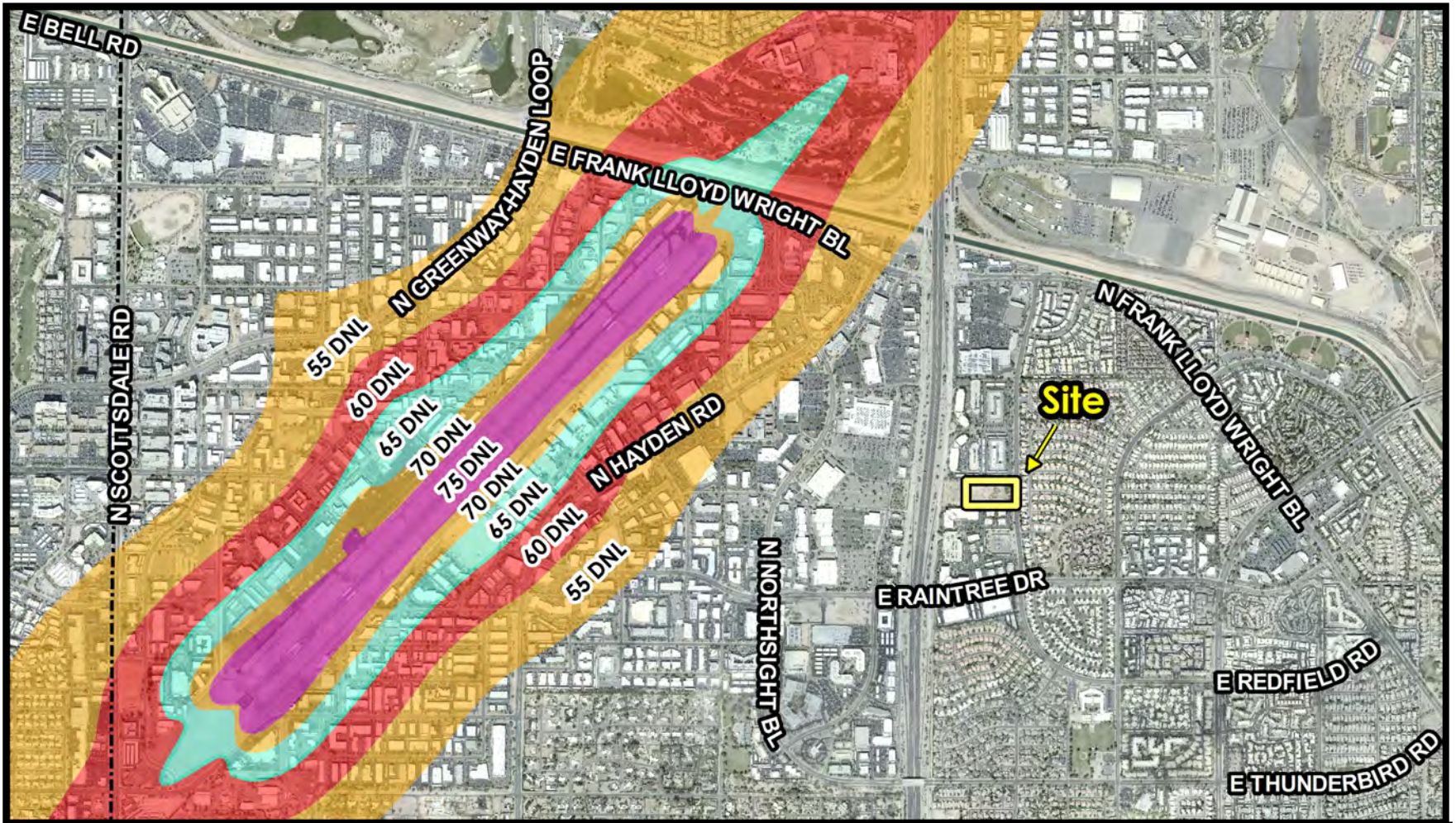
Close-up Aerial

16-ZN-2020



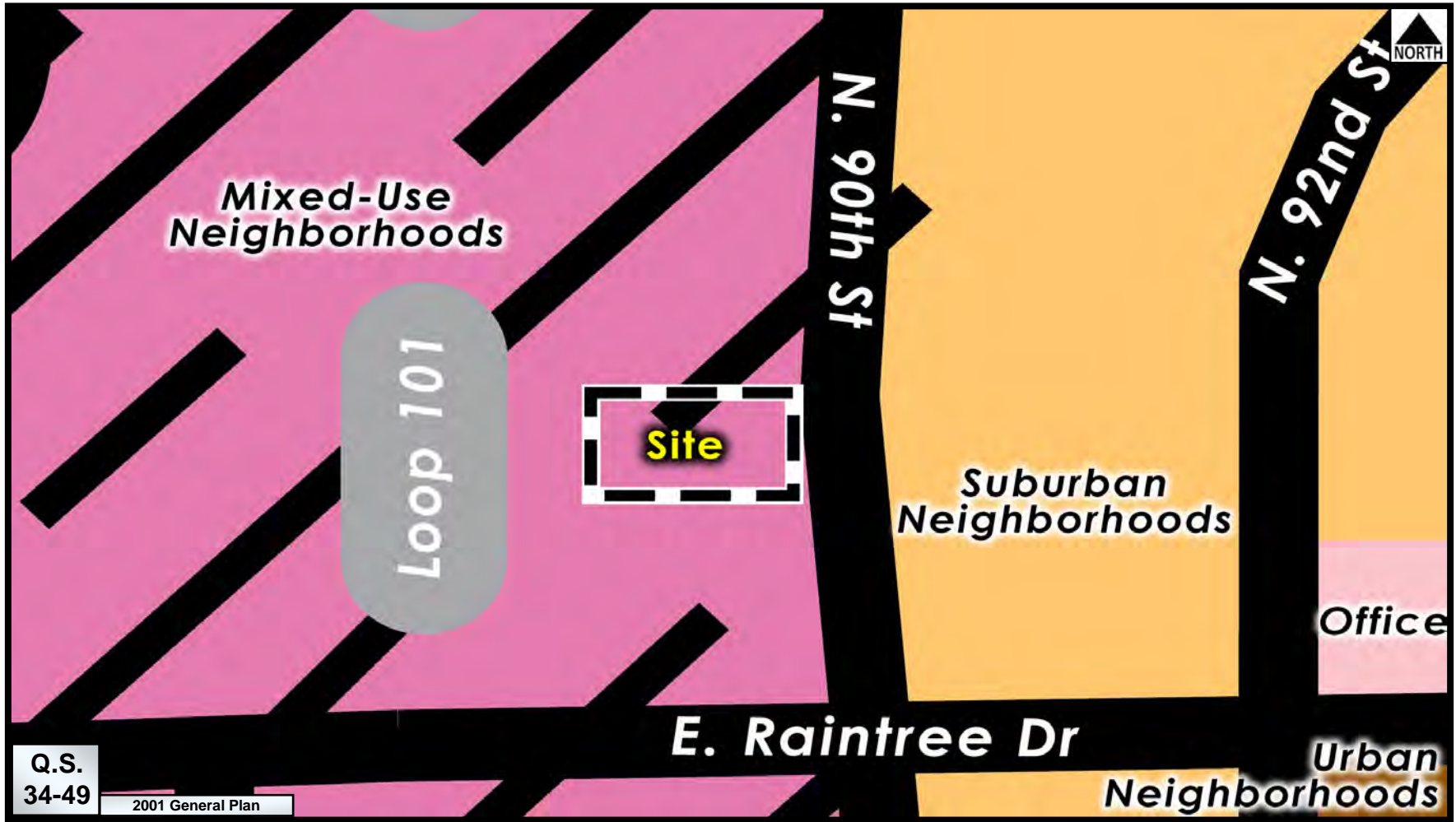
Airport Overlay Zones

16-ZN-2020



Airport 2025 Noise Contours

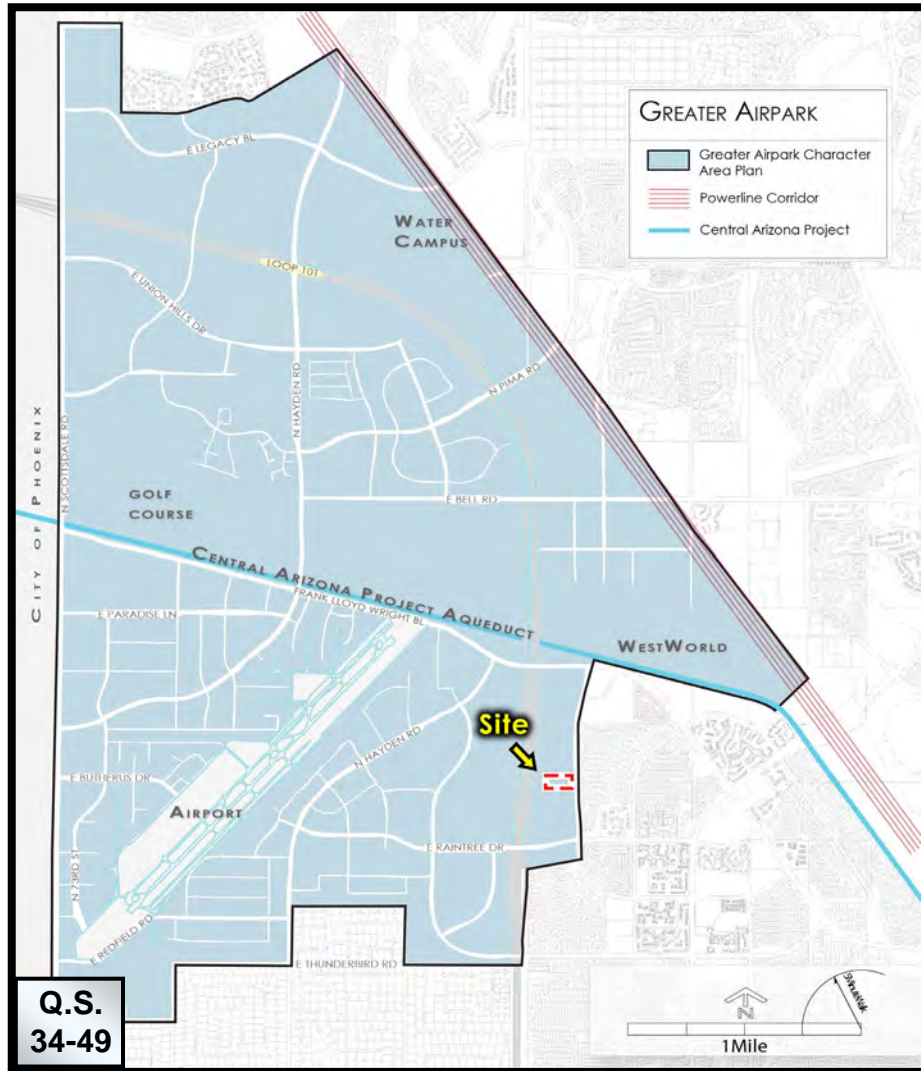
16-ZN-2020



Q.S.
34-49 2001 General Plan

Existing General Plan Land Use
Mixed-Use Neighborhoods

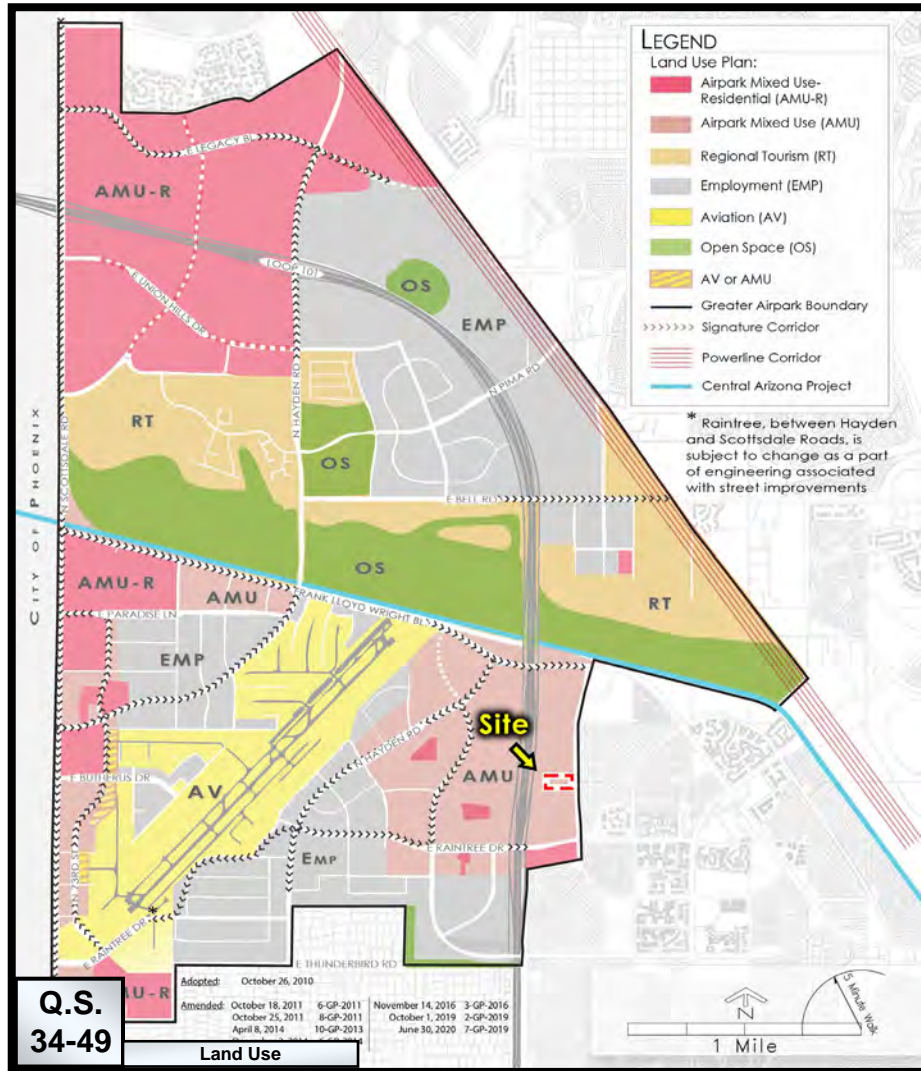
16-ZN-2020



**Q.S.
34-49**

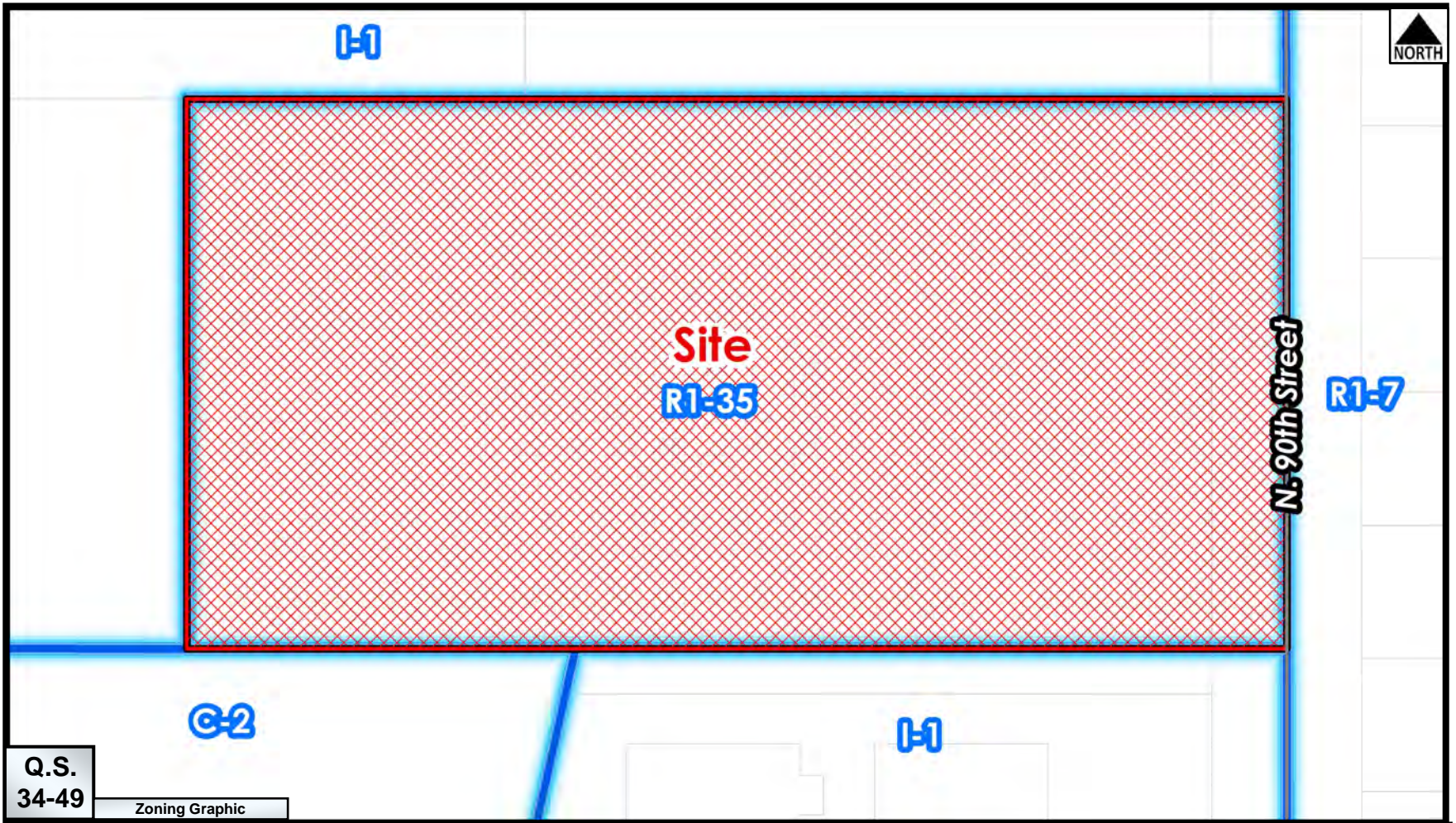
**Greater Airpark Character
Area Plan**

16-ZN-2020



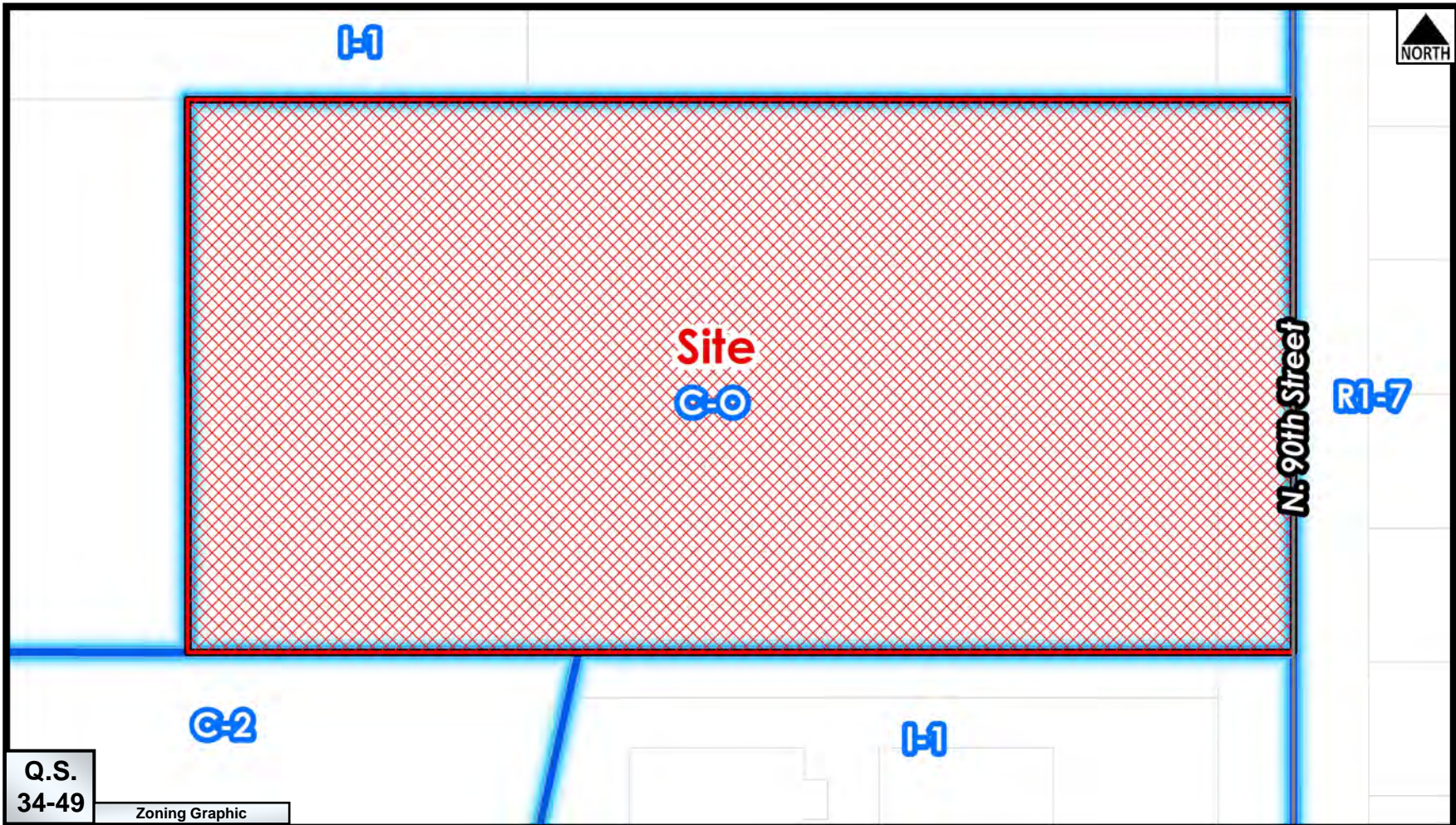
Greater Airpark Land Use

16-ZN-2020



Existing Zoning

16-ZN-2020



Q.S.
34-49

Zoning Graphic

Proposed Zoning

16-ZN-2020

Greystar Active Independent Living

90th Street & Raintree Drive

Project Narrative



Prepared by:

Berry Riddell, L.L.C.

John V. Berry, Esq.

Michele Hammond, Principal Planner

6750 East Camelback Road, Suite 100

Scottsdale, Arizona 85251

480-385-2753

Revised: January 15, 2021

Table of Contents:

I. Property Information-----3

II. Property General Plan/Zoning-----3

III. Project Overview-----4

IV. 2001 General Plan-----6

V. Greater Airpark Character Area Plan-----20

VI. Scottsdale Sensitive Design Principles-----28

I. Property Information

Location: 90th Street, north of Raintree Drive

Property Size: 5.0 (+/-) gross acres; 4.66 (+/-) net acres

II. Property General Plan/ Zoning:

- **Current General Plan:** Airpark Mixed Use (“AMU”) – no change proposed
- **Current Zoning:** R1-35 (Single-family Residential)
- **Proposed Zoning:** C-O (Commercial Office)

Note: Case 7-AB-2020 - GLOPE Abandonment case filed under separate application by iStar (owner)

Surrounding Uses:

- **North:** I-1; Vanguard and Alliance Defending Freedom
- **East:** R1-7; Single-family Residential
- **South:** C-2 and I-1; Dew Wealth Management, Loanpal and Wood Trust Bank
- **West:** I-1; Self-storage facility



III. Project Overview

This request seeks to rezone a vacant infill parcel of approximately 5.0+/- gross acre (4.66+/- net acre) located at 90th Street, just north of Raintree Drive and east of the Loop 101 freeway (the “Property”) from R1-35 to C-O. The proposal seeks to develop the Property into a luxury brand, minimum residential healthcare facility. The development will include 155 residential healthcare units with 3- and 4-story elements at a maximum height of 48 feet excluding mechanical appurtenances. The architecture will draw upon the Spanish Mission style, which will complement the surrounding built environment.

The Property was annexed by the City of Scottsdale in 1963 through Ordinance No. 168. Since then, land surrounding this vacant infill Property has developed with a synergistic land use pattern. The diverse mix of established land uses surrounding the Property will be complementary to the proposed senior living community. To the north and south of the site are office complexes, to the east is single-family residential, and to the west of the site is a planned self-storage facility. West of the self-storage facility is the Loop 101 freeway, and further west is a variety of commercial retail. This proposal is sensitive to the context and incorporates design elements that will create appropriate transitions between adjacent uses. The mixed-use character and proximity to both the Loop 101 freeway and Raintree Drive establish an ideal context for active adults to “age in place.” Notably, this vacant underutilized infill site is situated on the eastern edge of the Greater Airpark Character Area Plan (“GACAP”) and provides as a transition between the freeway and established single family to the east. The APS 69kv transmission lines will remain in place along the southern boundary.

Founded in 1993, Greystar Development has become a global leader in housing known for innovative, quality design that responds to the contexts and needs of the communities in which their projects are located. Greystar Development is excited to present their newest development proposal in Scottsdale: Greystar Active Independent Living.

90th Street Perspective



Proposed Conceptual Site Plan



IV. 2001 General Plan

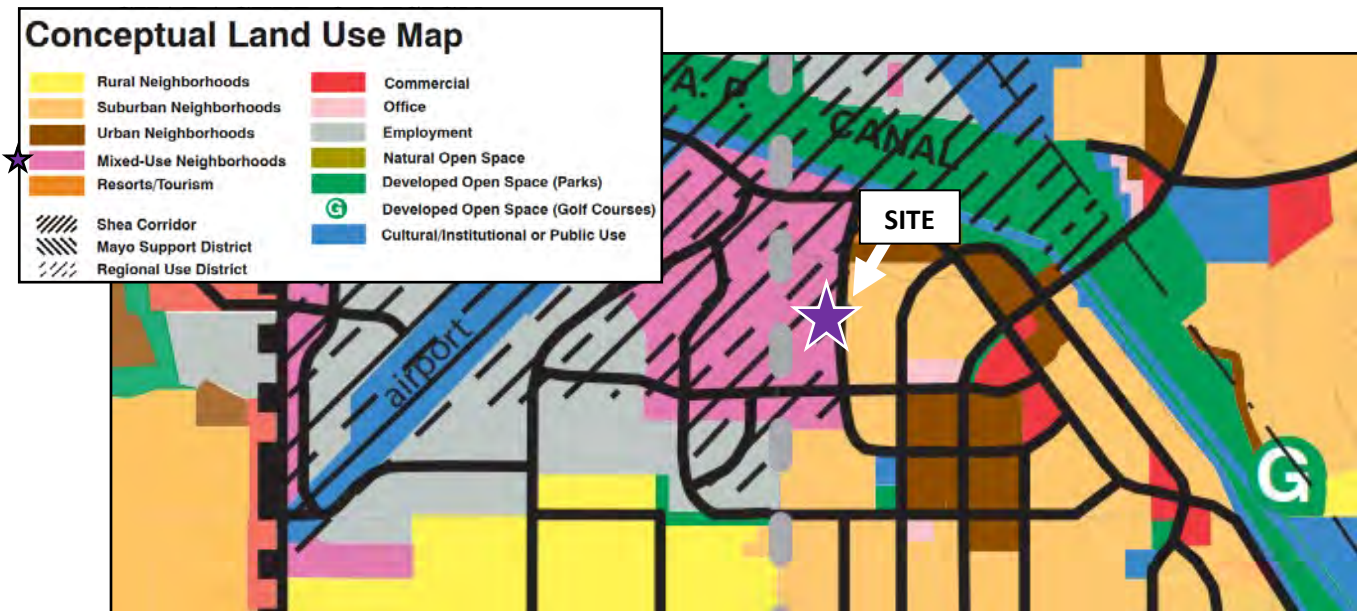
The General Plan encompasses a set of goals, approaches and tools that guide development and pave the future of the City. The City encounters numerous challenges on a day-to-day basis which require thoughtful decision-making that considers long-term implications. The Six Guiding Principles of the General Plan are further used when considering future developments:

General Plan - Six Guiding Principles:

1. Value Scottsdale's Unique Lifestyle & Character (Character & Design, Land Use)
2. Support Economic Vitality
3. Enhance Neighborhoods (Housing, Neighborhoods)
4. Preserve Meaningful Open Space
5. Seek Sustainability
6. Advance Transportation (Mobility)

The Six Guiding Principles are further broken down into specific goals and policies within the various elements of the General Plan. Below is a discussion of the General Plan goals and policies that are applicable to the Greystar Active Independent Living. The Property is currently designated as Mixed-Use Neighborhoods, and no change in the General Plan is proposed with this request.

2001 General Plan Land Use Map



CHARACTER AND DESIGN

Goal 1

Determine the appropriateness of all development in terms of community goals, surrounding area character, and the specific context of the surrounding neighborhood.

Bullet 1: Respond to regional and citywide contexts with new and revitalized development in terms of:

- Scottsdale as a southwestern desert community.
- Scottsdale as a part of a larger metropolitan area with a unique reputation, image, character and identity within a regional setting.
- Relationship to surrounding land forms, land uses and transportation corridors.
- Consistently high community quality expectations.
- Physical scale relating to the human perception at different points of experience.
- Visual impacts (views, lighting, etc.) upon public settings and neighboring properties.
- Visual and accessibility connections and separations.

Bullet 2: Enrich the lives of all Scottsdale citizens by promoting safe, attractive, and context compatible development.

Bullet 3: Encourage projects that are responsive to the natural environment, site conditions, and unique character of each area, while being responsive to people's needs.

Bullet 4: Ensure that all development is part of and contributes to the established or planned character of the area of the proposed location. Character can cross land uses and zoning to include community regions containing a mixture of housing, employment, cultural, educational, commercial, and recreational uses. The overall type of character type that these uses are a part of describes the pattern and intensity of how these uses fit together.

Urban Character Types contain higher density residential, non-residential, and mixed-use neighborhoods. The district includes apartments, high-density townhouses, commercial and employment centers and resorts. Urban districts should have a pedestrian orientation with shade, activity nodes and small intimate developed open spaces that encourage interaction among people. Some examples of Urban Districts include:

Freeway Corridor/Regional Core will be a dense mixed-use employment core that includes a number of region-serving offices, retail, and hotel uses. This core will include more than a million square feet of regional and community retail centers. Employment along the freeway corridor will be second only to Old Town Scottsdale in intensity and positive impact on the City's economic development.

Response: The Urban Character Type - Freeway Corridor/Regional Core recognizes the need for a variety of housing options that help sustain the fabric of the diverse land uses that make up this character type. The Property is bounded by a storage facility to the west, commercial office to the north and south and residential to the east. Further west are the Loop 101 freeway and commercial retail land uses. The Property is an underutilized vacant infill site in an area designated as Freeway Corridor/Regional Core with easy access to the Loop 101. Given the variety of land uses surrounding the Property and accessibility, the site is an appropriate location for a minimum residential healthcare facility where adults can age in place and benefit from the surrounding range

of established uses. The proposed development will meet the need for independent senior housing while diversifying the housing supply.



Goal 2

Review the design of all development proposals to foster quality design that enhances Scottsdale as a unique southwestern desert community.

Bullet 2: Recognize that Scottsdale’s economic and environmental well-being depends a great deal upon the distinctive character and natural attractiveness of the community, which are based in part on good site planning and aesthetics in the design and development review process. These characteristics contribute substantially to the community’s potential as a recreational resort area and regional trade center.

Bullet 5: Promote development that respects and enhances the unique climate, topography, vegetation and historical context of Scottsdale’s Sonoran Desert environment, all of which are considered amenities that help sustain our community and its quality of life.

Bullet 6: Promote, evaluate and maintain the Scottsdale Sensitive Design Principles that when followed will help improve and reinforce the quality of design in our community.

Response: Greystar Active Independent Living is a luxury brand, minimum residential healthcare facility. The proposed site layout, architectural character, and landscaping design respects the unique climate, vegetation, and design context of the area. See Scottsdale Sensitive Design Principles (Section VI) for further discussion regarding each principle.

Goal 6.

Recognize the value and visual significance that landscaping has upon the character of the community and maintain standards that result in substantial, mature landscaping that reinforces the character of the city.

Bullet 1: Require substantial landscaping be provided as part of new development or redevelopment.

Bullet 2: Maintain the landscaping materials and pattern within a character area.

Bullet 3: Encourage the use of landscaping to reduce the effects of heat and glare on buildings and pedestrian areas as well as contribute toward better air quality.

Bullet 4: Discourage plant materials that contribute substantial air-borne pollen.

Bullet 5: Encourage landscape designs that promote water conservation, safe public settings, erosion protection, and reduce the “urban heat island” effect.

Bullet 6: Encourage the retention of mature landscape plant materials.

Response: The proposed development incorporates a desert sensitive landscape palette that responds well to the natural desert setting. The proposed plant palette utilizes compatible, hardy plants known to thrive in the heat and sun of the desert climate. Additionally, choosing plants that thrive in a desert climate coupled with thoughtful planting design ensures that water will be used efficiently throughout the site.

Conceptual Design Imagery



Goal 7:

Encourage sensitive outdoor lighting that reflects the needs and character of different parts of the City.

Bullet 2: Encourage lighting designs that minimize glare and lighting intrusions into neighborhood settings.

Bullet 3: Encourage creative and high-quality designs for outdoor lighting fixtures and standards that reflect the character of the local context.

Bullet 5: Allow for lighting systems that support active pedestrian uses and contribute to public safety.

Response: Lighting will be designed in a manner that is sensitive to the surrounding context and consistent with the Greater Airpark area. Lighting designs will complement the proposed architectural character of the development. The design will also ensure that lighting will provide safe pedestrian wayfinding at night and highlighting paths where appropriate.

LAND USE

Goal 1

Recognize Scottsdale's role as a major regional economic and cultural center, featuring business, tourism, and cultural activities.

Bullet 1: Strengthen the identity of Scottsdale by encouraging land uses that contribute to the character of the community and sustain a viable economic base.

Bullet 2: Encourage land uses that preserve a high quality of life and define Scottsdale's sense of place within the region.

Response: Maintaining a strong housing base is critical to the economic vitality of Scottsdale. Development of this underutilized, infill vacant Property will add to and support the local and regional economic base, generating additional revenue for the City. With a need for senior living in our community, this proposal responds to current market trends that will contribute to the economic growth of the community. By introducing a housing option for an underserved demographic, Scottsdale can maintain its population of aging adults who might otherwise seek living arrangements elsewhere. Residents can continue to benefit from the range of retail, recreational and service-related businesses in the Airpark and nearby vicinity. Additionally, the luxury brand of this development will attract and/or retain a higher-income demographic, further bolstering the economic base of Scottsdale.

Goal 3

Encourage the transition of land uses from more intense regional and citywide activity areas to less intense activity areas within local neighborhoods.

Bullet 1: Ensure that neighborhood edges transition to one another by considering appropriate land uses, development patterns, character elements and access to various mobility networks.

Bullet 6: Encourage transitions between different land uses and intensities through the use of gradual land use changes, particularly where natural or man-made buffers are not available.

Response: Given the established commercial land uses to the north and south, residential to the east, and Loop 101 to the west, the proposed development provides appropriate land use and massing transitions while respecting the established context. The design orients the 4-story massing on the west portion of the site towards the self-storage facility and the Loop 101. The 3-story element faces east towards 90th Street. This proposal is sensitive to the single-family residential neighborhood situated to the east of the Property with building setbacks ranging from 114' to 188' from the east property line. A 50' landscape buffer will be provided along the east, double the 25' standard found in the existing development to the north and south. Additionally, the existing adjacent zoning of I-1 and C-O allows for heights up to 52' and 48' respectively. Notably, the 69kv transmission lines that run along the southern property line will remain in place.



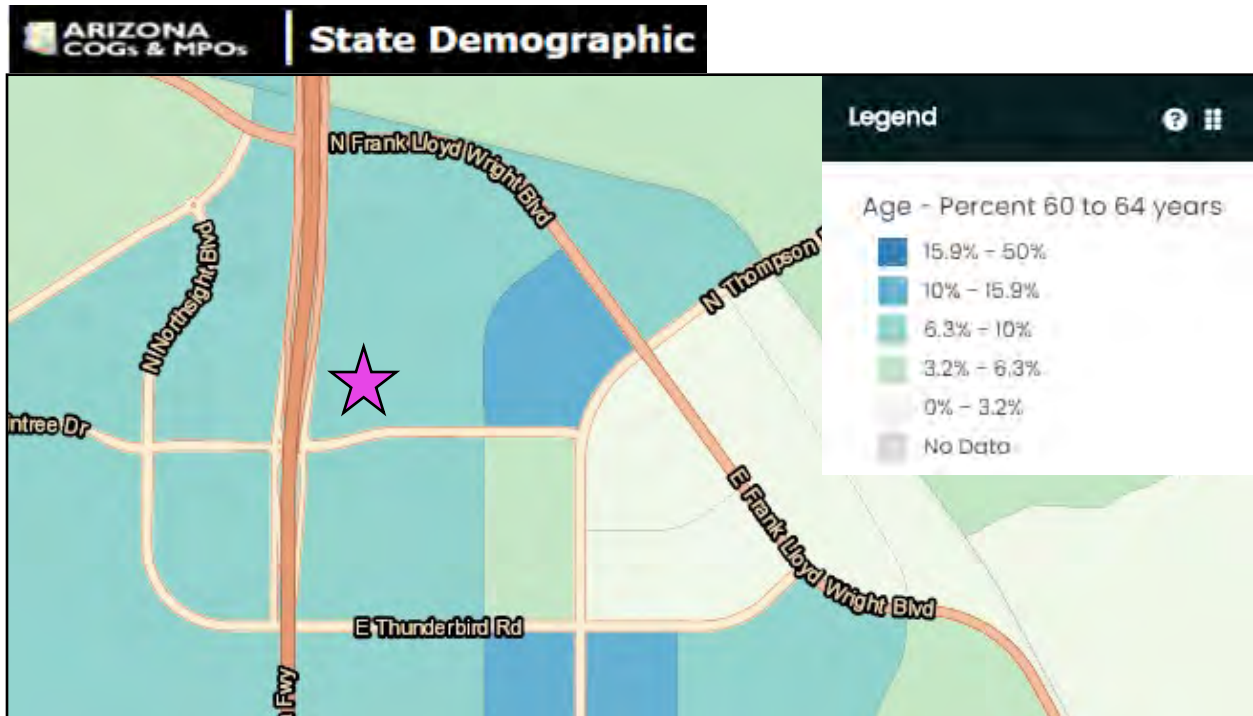
Goal 4

Maintain a balance of land uses that support a high quality of life, a diverse mixture of housing and leisure opportunities and the economic base needed to secure resources to support the community.

Bullet 1: Allow for a diversity of residential uses and supporting services that provide for the needs of the community.

Bullet 5: Maintain a citywide balance of land uses that support changes in community vision/dynamics (established by future community visioning processes) over time.

Response: Developing long-vacant properties is critical in maintaining the economic vitality of the community as it matures. This proposal achieves this goal while also integrating additional housing options for an underserved population. The Airpark currently has few independent senior living options. Depicted in the graphic below, the area surrounding the Property contains, in some areas, up to 50% of residents between the ages of 60 and 64 years old. As the Scottsdale’s population continues to age, there will be a growing need for alternative residential options for our residents. Given the demographics and land uses surrounding the Property, the site is ideally situated for adults to age in place. Nearby McDowell Mountain Ranch Park & Aquatic Center, Arabian Library, Westworld, and the McDowell Sonoran Preserve provide adults the opportunity to maintain a vibrant and active lifestyle while living in a minimum residential healthcare facility that is suited for their range of needs. The established residential neighborhoods to the east of the Property also foster the opportunity for families to live closely, enhancing a sense of community and comfort for seniors.



Goal 5

Develop land use patterns that are compatible with and support a variety of mobility opportunities/choices and service provisions.

***Bullet 1:** Integrate the pattern of land uses and mobility systems in ways that allow for shorter and fewer automobile trips and greater choices for mobility.*

***Bullet 2:** Encourage non-motorized (pedestrian and bicycle) access/circulation within and to mixed-use centers to reduce reliance on the automobile.*

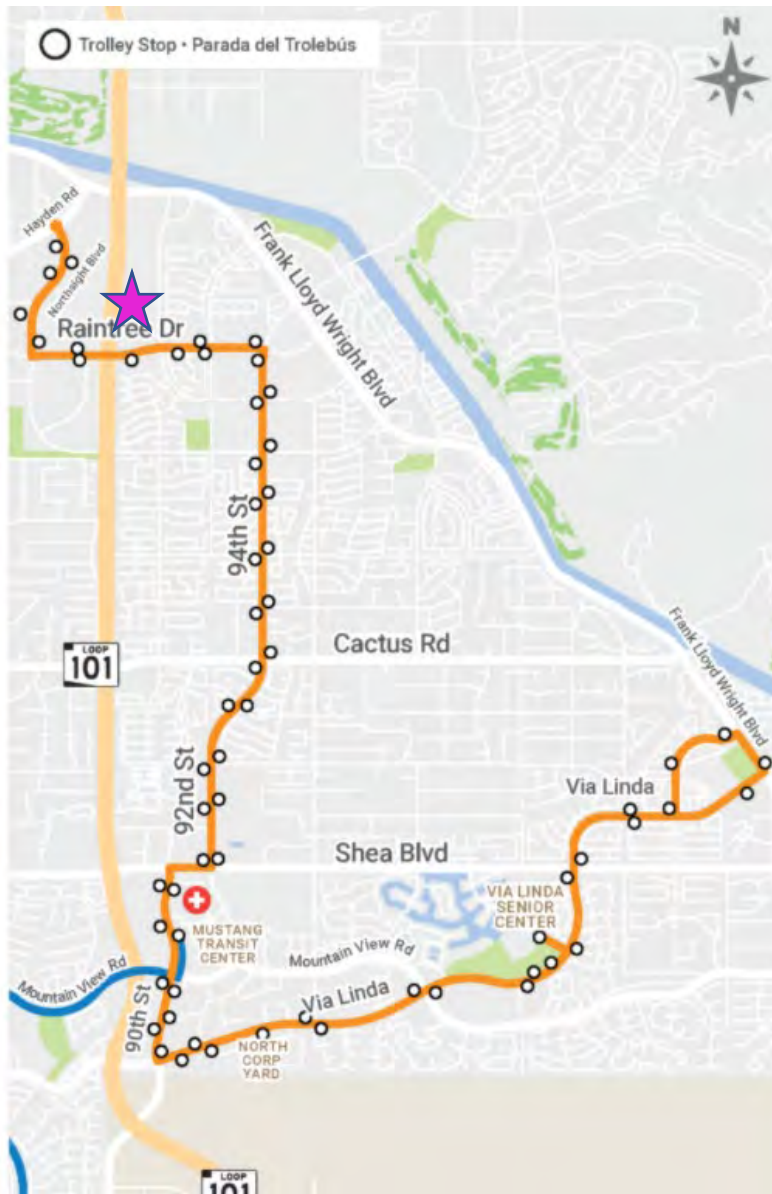
***Bullet 3:** Provide a balance of live, work, and play land uses and development intensities that enable convenient non-automotive trips (pedestrian, cycling, transit) where environmentally and physically feasible.*

***Bullet 4:** Support the physical integration of residential uses with retail uses to provide opportunities for pedestrian oriented development.*

***Bullet 8:** Encourage that land uses with the highest intensity be located in areas conducive to alternative modes of transportation.*

Response: The proposal is compatible with the Mixed-Use Neighborhoods/Regional Use District overlay designation (2001 General Plan). The proposed development will diversify Scottsdale's housing supply and maintain its population of aging adults who want to continue living an active, vibrant life that the area provides. The Property benefits from a range of multimodal transportation options including pedestrian, vehicular, and public transit/trolley, and is adjacent to the Raintree/Loop 101 interchange. The Scottsdale Trolley Mustang Route offers service from 90th & Raintree to Mustang Library and the Via Linda Senior Center (see map below). The variety of land uses surrounding the Property provides a synergistic land use pattern that also ensures fewer automobile trips. Only an estimated 80% of future residents will own vehicles, and the amenities and programming provided offer ample opportunity for entertainment and social interaction within the development that will decrease vehicle trips. Such amenities include but are not limited to, wellness concierge and wellness suite of uses (Ageility and bWell – see page 18), a community dining area, heated pool and dog park, and programs include art classes, cooking classes and book clubs, among others. Future residents will benefit from a complimentary luxury van/shuttle service provided by the development for transportation to off-site activities and a customized program with Lyft, increasing mobility options. Within the proposed residential healthcare community, mobility choices are provided through an internal courtyard and walking paths to be enjoyed by residents and visitors.

Scottsdale Trolley – Mustang Route



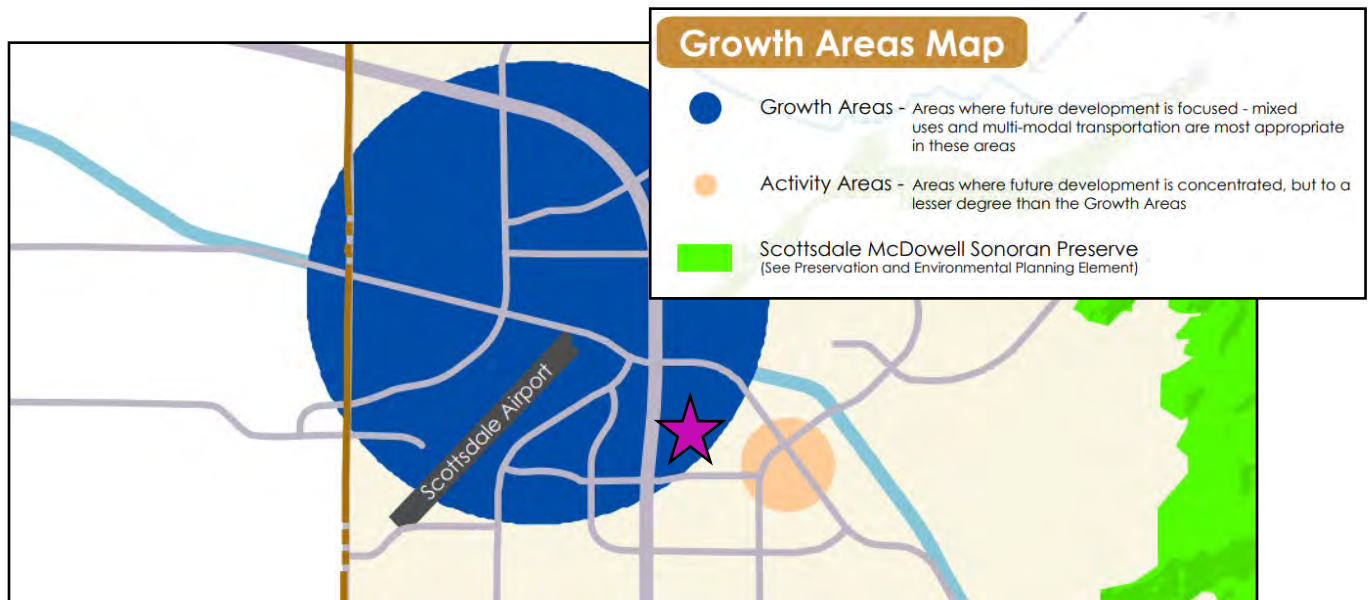
Goal 6

Promote land use patterns that conserve resources, such as land, clean air, water, and energy, and serve all people, within the community.

***Bullet 5:** Concentrate future development in “growth areas” and other centers of activity, thereby discouraging sprawl, conserving energy, and promoting community identity.*

***Bullet 6:** Integrate land use and transportation policies to promote a decrease in vehicle miles traveled to reduce air pollution and resource consumption, increase interaction among citizens and provide a stronger sense of community.*

Response: As shown in the graphic below, the Property is located within a designated Growth Area with close proximity to an Activity Area. This, coupled with an increasing demand for senior living, make the Property an ideal location for this use. The mix of land use patterns that exist within the Greater Airpark area make it an attractive area to live, and providing senior housing for the aging population will encourage residents to remain in an area where they have established lifestyles.



Goal 8

Encourage land uses that create a sense of community among those who work, live, and play within local neighborhoods.

Bullet 2: Develop and reinforce links (i.e. trails, paths, open space, transit, and streets) within and between residential, retail, employment, recreational and other public land uses.

Response: The site provides 30% open space (excluding parking lot landscaping) with over 61,000 s.f. (1.4 acres of 4.66-acre site) of open space on site for the enjoyment of the residents. Additionally, the Property is in the vicinity of Horizon Park (1.2 miles) and McDowell Mountain Ranch Park & Aquatic Center (1.7 miles) including Arabian Library. Utilization of existing sidewalks and bike lanes/paths connect residents to multiple opportunities for recreation, fitness, and alternative modes of transportation. Although the development provides ample wellness, fitness and recreation options onsite, the nearby recreational opportunities will encourage the sense of community for residents through its connection to the greater neighborhood.

ECONOMIC VITALITY

Goal 4

Foster new and existing economic activities and employment opportunities that are compatible with Scottsdale's lifestyle.

***Bullet 1:** Strive to grow and expand the economic base on pace and in harmony with the population and supporting built and natural environment.*

***Bullet 4:** Strongly pursue economic opportunities that enhance the quality of life of the community as well as have a positive economic impact. This would include those business that provide medical, educational, cultural or recreational amenities for the community.*

Response: A key component in securing economic stability is a strong housing base that meets the needs of all residents. The positive economic impact of the proposal is further enhanced through the creation of jobs. Revitalizing and redeveloping properties is a critical part of the economic vitality of a maturing community and provides sustainability of the City as a whole. This project exemplifies this goal by turning an underutilized, vacant infill parcel into a thriving use with direct access to an array of nearby support services and residential communities further enhancing quality of life for the residents and visitors of Scottsdale. Quality of life is improved by economic security, as well as the option for residents to age in place, rather than relocate to a senior living community outside of Scottsdale.

Goal 7

Sustain the long-term economic well-being of the city and its citizens through redevelopment and revitalization.

***Bullet 2:** Encourage and support the renovation and reuse of underutilized or vacant parcels/buildings/shopping centers.*

***Bullet 6:** Promote residential revitalization to maintain quality housing and thus maintain quality of life and stability of the local economy.*

Response: As previously discussed, there is a greater need for senior living options as Scottsdale's population continues to mature. As the aging population in our community moves into advanced stages of life, the need for senior living options increases. Greystar Development is proposing a luxury brand senior living facility with high quality design that will attract a higher income demographic. The design will maintain a residential scale that respects and is compatible with the surrounding developments while high-end finishes and the integration of amenities, common dining, and wellness services (Ageility and bWell – see page 18) will help maintain quality of life for residents. Developing the underutilized, infill vacant Property into a luxury minimum residential healthcare facility will introduce a superior senior living option that is needed in the area while also diversifying the local economy.

COMMUNITY INVOLVEMENT

Goal 1

Seek early and ongoing involvement in project/policy-making discussions.

***Bullet 1:** Maximize opportunities for early notification of proposed projects, or projects/issues under consideration using signs, information display boards, web site posting, written correspondence, and other methods as they become available.*

***Bullet 4:** Ensure project developer/owner is able to demonstrate citizen involvement and how comments were incorporated into proposal/issue recommendations.*

Response: Technical Solutions conducted outreach through both door-to-door and by sending a notification letter to property owners within 850 feet of the Property (750 feet required). A virtual open house was held on October 6th to allow for community interaction and input. Prior to the virtual open house, the outreach team visited over 350 residential neighbors to obtain their feedback, the majority of which was favorable. Inquiries were focused on traffic and construction timing. See Community Outreach Report.

HOUSING

Goal 2

Seek a variety of housing options that blend with the character of the surrounding community.

***Bullet 2:** Encourage physical design, building structure, and lot layout relationships between existing and new construction to help the new developments complement the surrounding neighborhoods.*

Response: The General Plan at page 97 provides, “Scottsdale values ‘life cycle’ housing opportunities for people to be able to live in Scottsdale throughout their lives.” As Scottsdale’s population continues to mature, the demand for senior housing will grow. The proposed development achieves a range of goals including the integration of high quality, vibrant architecture that draws upon the Spanish Mission style and is complementary to the greater Sonoran Desert context as well as providing needed housing for a growing demographic. The introduction of housing will be complementary to the variety of land uses surrounding the Property, creating a balance of land uses ensuring a quality lifestyle.

Minimal residential health care by definition “may include independent living units with such services as central dining, transportation and limited medical assistance.” As reflected with the floor plan, in addition to the community dining areas (both indoor and outdoor), the facility offers a focus on wellness and resident care by offering wellness concierge and a wellness suite with rehabilitation services, physical therapy, telemedicine, massage, occupational and speech therapy. Transportation services will also be offered to the residents and specified in the Mobility section below.

Greystar Active Independent Living intends to implement Ageility and bWell programs at its facility.

Ageility is a senior focused outpatient therapy solution that delivers clinical service while maintaining a hospitality approach. Ageility, a pioneer in the industry, has developed a successful business model that recognizes and responds to the needs of the senior demographic.

www.ageilityphysicaltherapy.com

bWell is an all-inclusive, senior community wellness model that provides a full scope of products and services to enhance the lives of actively aging residents. Working with actively-aging populations requires particular skills and knowledge of how fitness and mobility change over time, safety parameters, and equipment options that are the best fit for 55+ participants.

www.bwellaging.com

Goal 6

Encourage the increased availability and integration of a variety of housing that supports flexibility, mobility, independent living, and services for all age groups and those with special needs.

Bullet 1: Encourage the development of a full range of senior housing while also finding ways to incorporate adjacent service facilities, where appropriate.

Bullet 5: Integrate elderly and assisted-care facilities into neighborhoods and create connections between residential developments to promote opportunities for inter-generational connections and continuum of care for the elderly.

Response: The Property is an ideal location for an independent senior living facility. The Airpark currently has few senior housing options, and if it is to sustain its aging demographic, it needs to broaden its range of housing types. This proposal accomplishes this goal and gives the area's aging demographic the opportunity to age in place. The range of amenities and variety of surrounding land uses will provide future residents with flexibility, mobility and the opportunity for independent living. The single-family residential neighborhood that buffers the Property to the east will create opportunities for families to connect as well as drive market need over time as the population ages. Additionally, Greystar Development has a relationship with Belmont Village Senior Living located approximately 1.7 miles away and can assist in transitioning residents who need a higher level of care. Belmont Village is the only senior living option in the area currently, and their independent living is currently at maximum capacity.

COMMUNITY MOBILITY

Goal 5

Relieve traffic congestion.

***Bullet 3:** Emphasize work, live and play relationships in land use decisions that will reduce the distance and frequency of automotive trips and support alternative modes, such as pedestrian paths, equestrian trails, cyclist routes, transit, telecommuting and technology for moving people and information.*

Goal 8

Emphasize live, work, and play land use relationships to optimize the use of citywide systems and reduce the strain on regional and local/neighborhood systems.

***Bullet 3:** Encourage, where appropriate, mixed use developments that physically incorporate residential, shopping and work environments within one area or project and place strong emphasis on connectivity with non-motorized access (pedestrian oriented development).*

***Bullet 2:** Encourage the development or redevelopment of areas that support a balance of live, work and play land use relationships and alternative modes of transportation that reduce the reliance on the automobile.*

Response to 5 & 8: Mobility is achieved through pedestrian circulation that is provided within the development as well as the integration of alternative modes of transportation. Given that only an estimated 80% of residents will own vehicles, it was important to the design team to incorporate accessible transportation options for future residents in the proposal. A luxury van/shuttle service will be provided to residents for transportation to offsite activities while a customized Lyft program will assist with other transportation needs. This proposal includes a resident Lifestyle Coordinator that will facilitate on-site and off-site events, which will reduce vehicle trips by concentrating social events at designated times. Additionally, the Property is serviced by a variety of land uses in close proximity that will reduce the distance residents will need to travel for their needs.

V. Greater Airpark Character Area Plan

The Greater Airpark Character Area Plan (“GACAP”) was adopted in October 2010 by City Council. The purpose of the GACAP is to establish “the vision for the Greater Scottsdale Airpark and provide the basis for Greater Airpark decision-making over the next twenty-year timeframe.” To achieve this, the City established a series of goals and policies to provide a framework for future development: Land Use, Neighborhood & Housing, Aviation, Community Mobility, Economic Vitality, Environmental Planning, Character & Design, and Public Service & Facilities.

LAND USE

Goal LU 1

Maintain and expand the Greater Airpark’s role as a national and international economic destination through appropriate land uses, development, and revitalization.

Policy LU 1.1

Maintain and expand the diversity of land uses in the Greater Airpark.

Policy LU 1.2

Support a mix of uses within the Greater Airpark that promote a sense of community and economic efficiency, such as clustering similar/supportive uses and incorporating residential intended for the areas’s workforce, where appropriate.

Policy LU 1.3

Promote development intensities supportive of existing and future market needs.

Policy LU 1.6

Encourage the assemblage of small, inefficient parcels and the replacement of obsolete structures in the Greater Airpark utilizing strategies including, but not limited to, development flexibility and expedited processing of proposals.

Response: The proposal for a minimum residential healthcare facility brings development and land use diversity to an underutilized vacant infill parcel. The area’s housing supply is lacking in options for seniors, with the closest senior living facility, Belmont Village (100th Street and Frank Lloyd Wright Blvd) currently at capacity. Providing additional senior housing options will give aging adults residing in the nearby area an opportunity to remain where their lifestyles have been established. Not only will this proposal meet current needs for senior living, it will also fulfill market demand as the area’s population continues to mature. The proposed development accomplishes a variety of additional goals, such as providing an appropriate transitional land use between commercial and residential, integrating high quality, vibrant architecture, and site planning to the area, and promoting economic stability.

Goal LU 3

Sensitively transition land use, scale, and intensity at the Greater Airpark boundary in areas adjacent to lower-scale residential neighborhoods.

Policy LU 3.1

The scale of existing residential development should be acknowledged and respected through a sensitive edge buffer, which may include transitional development standards, landscape buffers, and sensitive architectural design solutions.

Response: This proposal is sensitive to the single-family residential neighborhood situated to the east of the Property with building setbacks ranging from 114’ to 188’ from the east property line. A 50’ landscape buffer will be provided to the east, double the standard of 25’. Additionally, the design orients the 4-story massing on the west portion of the site towards the self-storage facility and the Loop 101. The 3-story element faces east towards 90th Street.

Goal LU 4

Utilize development types to guide the physical and built form of the Greater Airpark.

Policy LU 4.1

Encourage medium-scale Type A development in areas appropriate for transitions from Types B and C development to lower-scale areas in and adjacent to the Greater Airpark Character Area.

Policy LU 4.4

Support transitions in scale between development types.

Policy LU 4.6

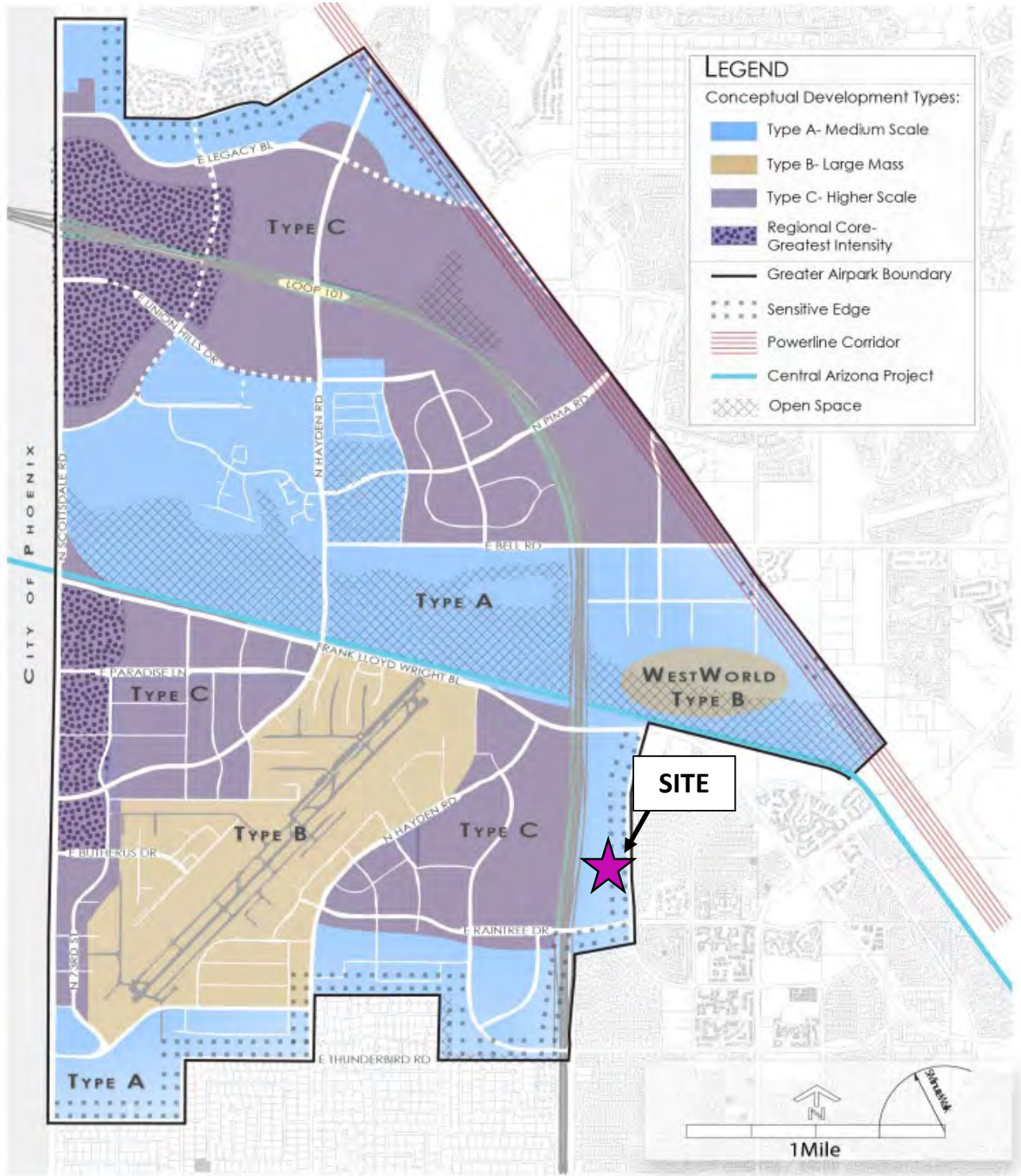
Transitions between development types should incorporate a blending in context of each development type and integrate the characteristics between them through appropriate site and building design.

Policy LU 4.7

Encourage greater visual variety between employment/commercial land uses and residential neighborhoods and avoid continuous building shapes and mass adjacent to residential neighborhoods.

Response: As noted above, the building steps from 3-stories to 4-stories with the least impactful building massing located on the eastern portion of the site adjacent to the single family residential. Additionally, the residential architectural character and scale of development is respectful of the “Type A- Medium Scale” development type and surrounding context given the Property’s proximity to the single family and office uses transitioning to Loop 101 to the west.

Greater Airpark Development Types



Source: Greater Airpark Character Area Plan

Goal LU 5

Encourage Greater Airpark development flexibility.

Policy 5.2

Greater Airpark public amenities and benefits should be provided by the private sector when development bonuses, such as increase floor area, greater intensity, greater height, development stand flexibility and/or street abandonment are considered.

Response: An abandonment application is being processed under a separate application (7-AB-2020) and monetary compensation will be paid to the City for the abandonment of the GLOPE right-of-way.

NEIGHBORHOODS AND HOUSING

Goal NH 2

Create complete neighborhoods within the Greater Airpark, through the development of urban dwelling types and mixed-use developments, while being respectful of the Greater Airpark as an aviation-based employment center.

Policy NH 2.1

Encourage developments, in Airpark Mixed-Use Future Land Use Areas (AMU and AMU-R), to provide support services for current and future Greater Airpark residents, such as local markets, drugstores, and other essential services.

Response: The senior population is currently underserved in the Greater Airpark and surrounding area with very few senior living options available in the area. Greystar Active Independent Living will diversify Scottsdale’s housing supply and give area residents an opportunity to age in place by offering residents the ability to live within close vicinity to family, retail, religions, services, and medical. The site is designated as Airpark Mixed Use (“AMU”) on the Greater Airpark Land Use Map and the Property is ideally located for senior living given the wide range of established support services that surround the Property benefiting both residents and visitors, as well as bolstering area business owners.

COMMUNITY MOBILITY

Goal CM 7

Promote sustainable transportation options that meet the needs of the current and future Greater Airpark community.

Policy CM 7.2

Promote more sustainable modes of passenger transportation, such as alternative fuel vehicles, walking, biking, and/or other future technologies.

Policy CM 7.4

Explore and incentivize alternative mobility options, such as car sharing and shuttle buses, to access internal, as well as external, areas where public transit is less frequent and/or inaccessible.

Response: This proposal incorporates a variety of sustainable transportation options that meet the needs of the targeted demographic while also decreasing reliance on the automobile. Senior living inherently requires less parking and generates less traffic with approximately 80% of residents owning vehicles. Additionally, this proposal incorporates a luxury van/shuttle service that will be available to residents for transportation to offsite activities that will reduce vehicle trips made. A customized program with Lyft is also being explored that will assist with on demand resident transportation. With an aging population, it is critical that senior housing options are available so that residents can remain and age in place. This proposal addresses this market demand while also acknowledging the need for more sustainable transportation options that provide flexibility for residents.

ECONOMIC VITALITY

Goal EV 1

Sustain the long-term economic prosperity of the Greater Airpark.

Policy EV 1.1

Develop and implement long-term economic development strategies that maintain and enhance city revenue streams in order to balance the area's revenue generation with the cost of services and ensure financial stability now and in the future.

Response: Providing a variety of housing options that address the needs of multiple demographics contributes to a strong economic base. The Greater Airpark and surrounding area have a growing senior population but housing options for this cohort are currently limited. This proposal will meet the growing need for senior living and contribute to the long-term economic prosperity of the Greater Airpark and the surrounding area by providing residents the opportunity to age in place. Further, the development will help diversify the local economy and support a sustainable economic future as the City continues to grow and mature.

ENVIRONMENTAL PLANNING

Goal EP 3

Reduce the Urban Heat Island effect in the Greater Airpark.

Policy EP 3.2

Increase the use of effective natural and man-made shading for parking lots, streets, and pedestrian areas.

Policy EP 3.4

Increase tree planting as a ground-level ozone reduction measure.

Response: The landscape plan identifies the proposed plant palette, which includes a range of mature shade trees that further reduce the heat island effect and conform to the City's guidelines.

Goal EP 4

Foster a sustainable balance between environmental stewardship and the development and redevelopment of the Greater Airpark.

Policy EP 4.2

Encourage all developments to respect and respond to the Sonoran Desert climate.

Policy EP 4.4

Promote efforts to improve air quality, enhance the environment, and protect health and welfare through environmentally transportation practices, such as carpooling, bicycling, and public transit.

Policy EP 4.6

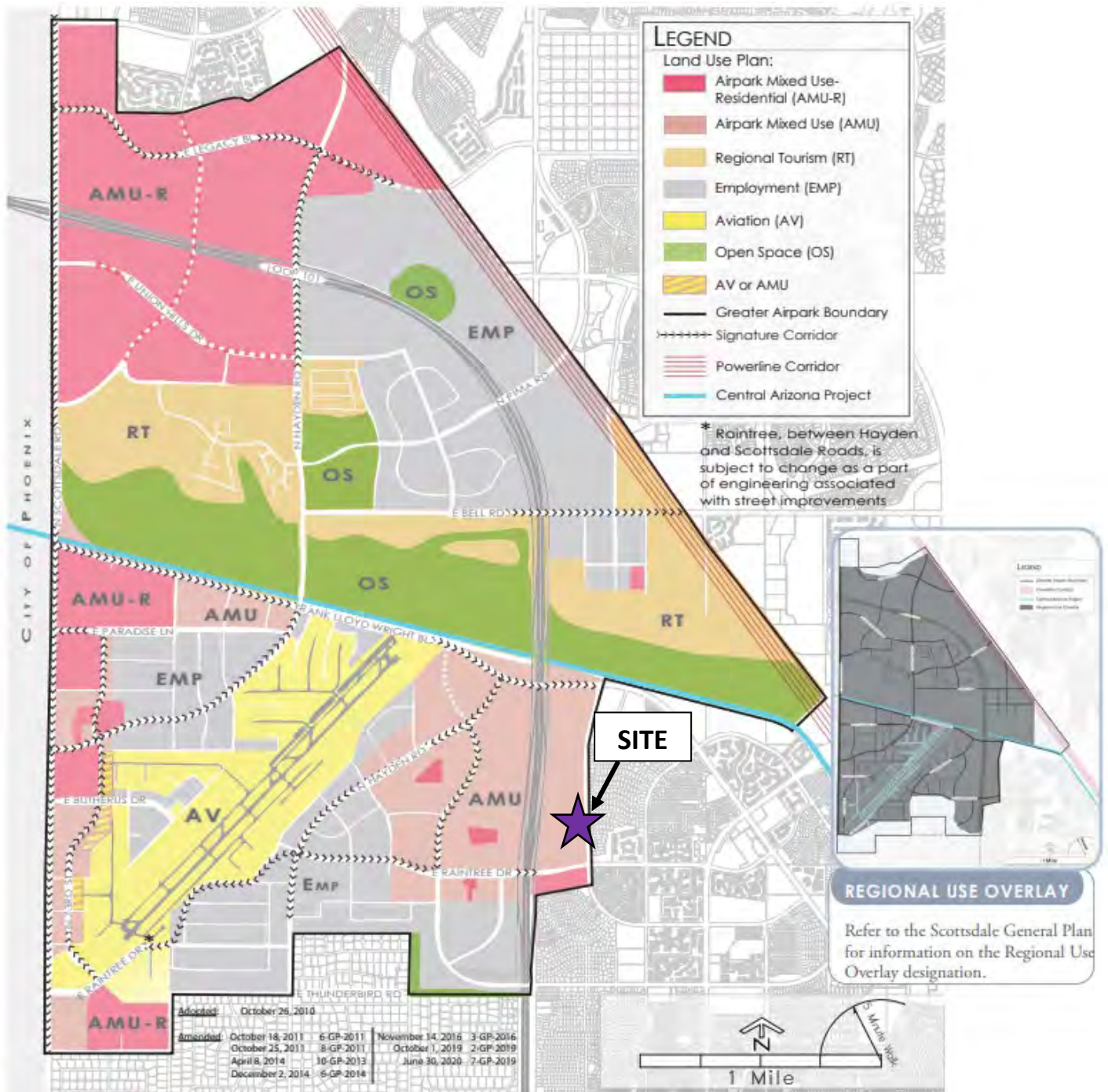
Reduce existing and seek to limit future impervious surfaces in development, such as asphalt and concrete, in order to reduce the heat island effect and stormwater runoff.

Policy EP 4.8

Building design should respect and enhance the Sonoran Desert context of the Greater Airpark using building, orientation, landscape buffers, colors, textures, materials, and lighting.

Response: Contemporary Spanish Mission-style architecture will be used to enhance the Sonoran Desert context with stepped building massing as well as building textures, materials, and colors that are respectful of the surrounding context. The proposal has a 100% larger landscape buffer than required (25' required; 50' proposed) along 90th Street and incorporates mature landscaping with minimum 3-inch caliper trees throughout the site. The site provides approximately 30% open space or 61,000 s.f. (1.4 acres of the 4.66-acre site) not including parking lot landscaping. Although the senior living use has substantially less traffic compared to office, efforts to reduce environmental impacts of transportation include a luxury van/shuttle service and a customized program with Lyft that will together further reduce vehicle trips and improve air quality.

Greater Airpark Future Land Use



Source: Greater Airpark Character Area Plan

CHARACTER AND DESIGN

Goal CD 1

Enhance and strengthen the design character of Greater Airpark Future Land Use Areas.

Policy CD 1.1

Promote innovative, high quality design using specific design criteria associated with each Future Land Use Area in the Greater Airpark.

Airpark Mixed Use Future Land Use Areas (AMU & AMU-R)

The character of these areas is pedestrian-oriented, urban, and human-scale and features a variety of open spaces, gathering areas, and multi-modal transportation options. Multi-modal transportation should include bicycle and transit access connected to a pedestrian network to encourage social contact and interaction among the community. Design elements should be oriented toward people, such as the provision of shelter and shade for the pedestrian, active land uses at the ground floor/street level, and a variety of building forms and façade articulation to visually shorten long distances. A variety of textures and natural materials is encouraged to provide visual interest and richness, particularly at the pedestrian level. Design of this Future Land Use Area should be based on a small city block layout with mid-block connections to promote greater walkability. The public realm may be activated through building and site design, orientation toward the street, high-activity uses on the street level, and the integration of public art.

Response: The site is designated AMU on the Greater Airpark Future Land Use Map and the proposed development achieves the policy outlined above in multiple ways. The building design includes context appropriate massing, architecture, and materials that is sensitive to the local climate. Shaded internal pedestrian linkages are mindful of the ground-level experience with connectivity beyond the site boundary to encourage social interaction among the community.

Policy CD 1.2

Lighting should be designed to minimize glare, conserve energy, and accent the respective Future Land Use Character Area.

Policy CD 1.4

Buffer residential neighborhoods from lighting, noise, and activities associated with employment and commercial land uses by utilizing vegetation, walls or screens, and other appropriate technologies in site design.

Response: In developing this proposal, the design team remained mindful to the surrounding context to ensure that the site design is both compatible with and respectful of adjacent land uses. Lighting will be designed in a manner that is appropriate for the context while maintaining safety and wayfinding for residents and visitors. The residential neighborhood east of the Property will be buffered by vegetation that includes mature landscaping and a 50' setback, double the 25' requirement. Additional buffering is achieved through building orientation with generous setbacks ranging from 114' to 188 from the east property line and 4-story elements orient towards the west.

VI. SCOTTSDALE SENSITIVE DESIGN PRINCIPLES

The Character and Design Element of the General Plan states that “Development should respect and enhance the unique climate, topography, vegetation and historical context of Scottsdale’s Sonoran Desert environment, all of which are considered amenities that help sustain our community and its quality of life.” The City has established a set of design principles, known as the Scottsdale’s Sensitive Design Principles, to reinforce the quality of design in our community. The following Sensitive Design Principles are fundamental to the design and development of the Property.

- 1. The design character of any area should be enhanced and strengthened by new development.*

Response: The Property is surrounded by office, storage, and commercial retail uses to the north, south and west and single-family residential to the east. Developing the Property as a minimal residential healthcare facility will be compatible with the surrounding uses as well as act as a buffer for the residential neighborhood. The design will use Spanish Mission style architecture that will be complementary to the various architectural styles established in the area. The development plan has been designed in a manner that provides appropriate massing given the scale and context of the Greater Airpark setting and proximity to the Loop 101 freeway. This proposal includes more sustainable options for mobility, including alternative modes of transportation that will encourage residents to interact with the surrounding context and adjacent uses.

- 2. Development, through appropriate siting and orientation of buildings, should recognize and preserve established major vistas, as well as protect natural features.*

Response: The Property does not have natural features such as washes and natural area open space. However, specific design considerations have been made in terms of orientation of buildings in relation to the adjacent land use. A tiered building massing and significant setback along the east provides buffering to the established single-family homes.

- 2. Development should be sensitive to existing topography and landscaping.*

Response: All landscaping will consist of low-water use desert appropriate materials in conformance with the City’s guidelines. The existing topography of the site is relatively flat and will therefore be maintained with development of the site. Plant varieties contemplated for this site include, but are not limited to Sweet Acacia, Palo Verde, Texas Ebony, and Mulga Acacia, which will be refined with the Development Review Board submittal.

4. *Development should protect the character of the Sonoran Desert by preserving and restoring natural habitats and ecological processes.*

Response: Mature landscaping will be provided along the perimeter of the property to act as a buffer and contribute to the urban habitat for wildlife and improved air quality. The desert appropriate landscape palette will be able to withstand the changes of the local climate and as they continue to mature, they will become self-sustaining relative to water demand.

5. *The design of the public realm, including streetscapes, parks, plazas and civic amenities, is an opportunity to provide identity to the community and to convey its design expectations.*

Response: The design team recognizes the importance of the pedestrian experience, and thus, the development plan provides pedestrian circulation within the community and connectivity along the 90th Street frontage. A large resident open space amenity is provided in the center of the development offering residents outdoor activities including, but not limited to, swimming, yoga, and social gathering.

6. *Developments should integrate alternative modes of transportation, including bicycles and bus access, within the pedestrian network that encourage social contact and interaction within the community.*

Response: The proposed senior living development introduces a much-needed housing type to the area. The proximity of medical, shopping, golf, hiking and other recreational opportunities will encourage adults to age in place while maintaining an active lifestyle. This proposal recognizes the need for alternative modes of transportation given that only an estimated 80% of residents will own vehicles. A luxury van/shuttle service will be provided to transport residents to offsite activities in addition to a customized Lyft program that will assist with on demand resident transportation. Providing alternative transportation methods not only removes the stress of getting to places for adults, it also creates the opportunity for social contact and interaction within the community.

7. *Development should show consideration for the pedestrian by providing landscaping and shading elements as well as inviting access connections to adjacent developments.*

Response: The proposed development will incorporate design elements that respect human-scale, providing shade and shelter through building, site and landscape design.

8. *Buildings should be designed with a logical hierarchy of masses.*

Response: Variation in massing, proportion, material contrast and architectural detailing will be provided, establishing a natural hierarchy. The proposed minimum residential healthcare facility

will also act as a buffer between the residential neighborhood to the east and the Loop 101 freeway, office and commercial uses to the north, south and west, providing contextually appropriate development and visual fluidity between the various uses.

9. *The design of the built environment should respond to the desert environment.*

Response: The proposed development will evoke Spanish Mission style architecture responding to the desert climate through texture and finishes while providing an aesthetic that blends well with the established architectural context in the area.

10. *Developments should strive to incorporate sustainable and healthy building practices and products.*

Response: Sustainable strategies and green building techniques that minimize environmental impact and reduce energy consumption will be emphasized. Additional low impact building materials are being explored and further detail will be provided with the Development Review Board submittal. This proposal will meet the growing need for senior living while diversifying the housing supply in the Airpark further promoting economic vitality and neighborhood diversity.

11. *Landscape design should respond to the desert environment by utilizing a variety of mature landscape materials indigenous to the arid region.*

Response: Context appropriate, mature and arid-region plant materials will be used with the development and enhancement of the Property. The desert character will be upheld through the carefully considered landscape palette in terms of scale, density and arrangement (see landscape plans).

12. *Site design should incorporate techniques for efficient water use by providing desert adapted landscaping and preserving native plants.*

Response: The proposed development will maintain a low-water use plant palette (see landscape plans and renderings). As discussed above, context appropriate desert plant materials will be utilized with the development of the Property that will be consistent with the established vegetation found in the Airpark and surrounding area.

13. *The extent and quality of lighting should be integrally designed as part of the built environment.*

Response: Lighting will be designed in a manner that is sensitive to the surrounding context while maintaining safety for residents and visitors.

14. *Signage should consider the distinctive qualities and character of the surrounding context in terms of size, color, location and illumination.*

Response: Project identification will be contextually appropriate and processed under a separate approval and permit process.



REZONING SITE DATA

PROJECT DESCRIPTION:
NEW 155-UNIT RESIDENTIAL HEALTHCARE FACILITY.
TOTAL PROPOSED BUILDING AREA: ±180,000 GSF (IBC)

SITE AREA
GROSS: ±217,800 SF (±5.0000 AC)
NET: ±203,311 SF (±4.67 AC)

ZONING
EXISTING: R1-35
PROPOSED: C-O

DENSITY
MAXIMUM: 40 DU/GROSS AC. (200 DU)
PROPOSED: ±31.0 DU/AC. (155 DU)

OPEN SPACE
REQUIRED C-O OPEN SPACE: ±59,638 SF
REQUIRED RES. H.C. OPEN SPACE: ±48,684 SF
PROVIDED: ±61,419 SF

GROSS BUILDING AREA (*PER CITY OF SCOTTSDALE GROSS BLDG. AREA DEFINITION)

1ST FLOOR	±42,032 GSF
2ND FLOOR	±40,979 GSF
3RD FLOOR	±42,060 GSF
4TH FLOOR	±36,046 GSF
TOTAL	±161,117 GSF

FLOOR AREA RATIO (THE RATIO OF GROSS FLOOR AREA TO THE NET LOT AREA OF A SITE.)
MAXIMUM: 0.80 (±162,649 GSF)
PROPOSED: 161,117 / 203,311 = 0.79 (±161,117 GSF)

BUILDING HEIGHT
MAX HEIGHT ALLOWED: (EXCLUDING ROOFTOP APPURTENANCES) 48'
PROPOSED: 3 STORIES AND 4 STORIES (48' MAX., EXCLUDING ROOFTOP APPURTENANCES)

UNIT COUNT
155 DU x 1.25 P.S. / DU = 194 P.S.

PARKING REQUIRED
155 DU x 1.25 P.S. / DU = 194 P.S.

TOTAL PARKING PROVIDED

UNCOVERED CARPORT	49 P.S.
CARPORT	152 P.S.
TOTAL	201 P.S. (1.30 P.S./D.U.)

ACCESSIBLE PARKING (INCLUDED IN NUMBERS ABOVE)
REQUIRED: 4% of Provided Parking, min. = 201x.04 = 8 P.S.
PROVIDED

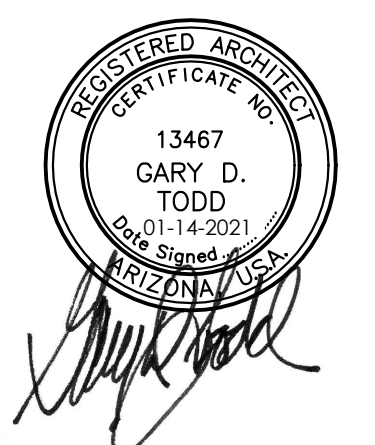
ACCESSIBLE COVERED CARPORT	5 P.S.
ACCESSIBLE UNCOVERED PARKING	3 P.S.
TOTAL ACCESSIBLE PROVIDED	8 P.S.

REQUIRED BICYCLE PARKING
REQUIRED BIKE PARKING: 0.1 SPACES FOR EACH P.S. PROVIDED
MAXIMUM OF 100 SPACES
PROVIDED BIKE PARKING: 20 SPACES

NOTE: G.L.O.P.E. (GOVERNMENT LAND OFFICE PATENT EASEMENT)

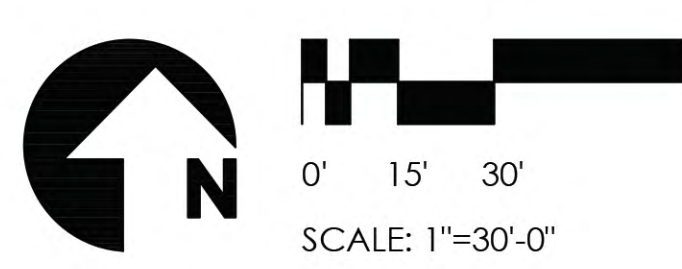
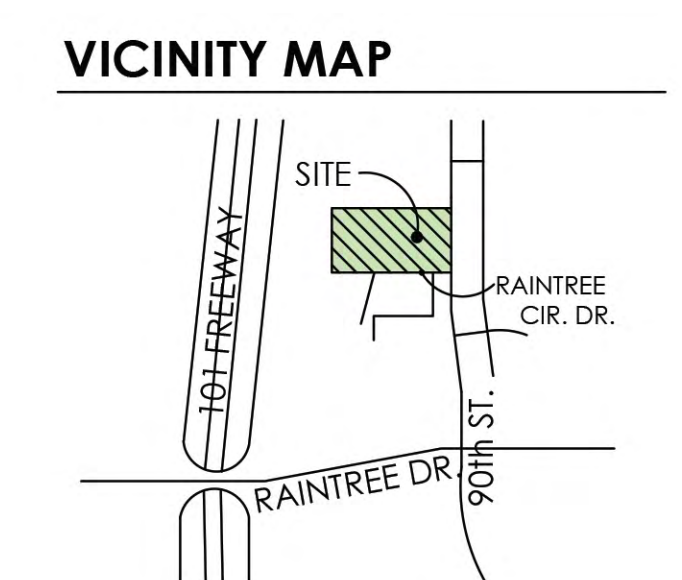
NO. 20-2006-02
GREYSTAR ACTIVE INDEPENDENT LIVING
Scottsdale, AZ

GREYSTAR
3200 E Camelback Rd., Suite 225
Phoenix, AZ



TODD + ASSOCIATES
ARCHITECTURE. PLANNING. LANDSCAPE ARCHITECTURE.
4019 N. 44TH ST. / PHOENIX, AZ 85018
602-952-8280 / TODDASSOC.COM
Copyright 2020 Todd & Associates, Inc.

01-15-21
REZONING SUBMITTAL #2
Proj Mgr.
Dwn By:





COMMISSION ACTION REPORT

Discussion and possible action to recommend to City Council, Adoption of Resolution No. 12097 authorizing Construction Manager at Risk (CMAR) Contract No. 2021-026-COS with J. Banicki Construction, Inc., in the amount of \$10,755,539.09 for the Runway Rehabilitation Project at Scottsdale Airport.

Agenda Item No.: 2

Meeting Date: 04/07/21

Staff Contact: Chris Read,
Asst. Aviation Director-Operations

Phone: (480) 312-2674

ACTION

Airport Advisory Commission considers recommending to City Council, Adoption of Resolution No. 12097, authorizing Contract No. 2021-026-COS in the amount of \$10,755,539.09 with J. Banicki Construction, Inc. to conduct construction phase services as CMAR for the Runway Rehabilitation Project.

PURPOSE

This contract will provide the services necessary to complete the construction phase work related to the Runway Rehabilitation project. More specifically, this will include: removing 3 to 5 inches of existing surface pavement, then replacing it, reconstructing the runway shoulders and blast pads, relocating the existing runway lighting to meet FAA standards and finally, re-striping all of the runway markings.

KEY CONSIDERATIONS

- The Aviation Department worked in conjunction with the City of Scottsdale's Capital Projects Management staff to prepare the Request for Qualifications (RFQ) for qualified construction firms.
- Four (4) firms submitted statements of qualification and all four (4) of those firms were short-listed and subsequently interviewed.
- The RFQ Selection Committee included three (3) members of City staff, one (1) construction executive employed by a private construction firm and one (1) professional engineer.
- Using a point/rank-based system, the selection committee concluded that J. Banicki Construction, Inc. was the most qualified company to conduct this work.
- This contract is anticipated to be funded by a grant from the Federal Aviation Administration. The grant will cover 100% of the construction, construction administration and City sponsor administrative costs.
- The runway will need to be closed 24 hours a day/7-days a week to complete this work.
- Construction will begin on July 6th and is scheduled to be completed by mid-August.
- The Aviation Department launched an extensive outreach program to keep airport tenants and users informed. Most of the tenants based at the airport typically relocate their aircraft to other airports during these types of extended closures. Early outreach enables them to find the hangar or tie-down space that they will need to keep their operations running. Additionally, outreach will also extend to community and general audiences to relay project information and inform residents that project will not change runway configuration (no weight or length increases).
- If the grant is not issued by the FAA, the project will be canceled.

Attachment(s):

1. Draft Resolution No. 12097
2. Draft Contract No. 2021-026-COS
3. Project Area Map
4. Communications & Public Outreach Plan

Action Taken:

RESOLUTION NO. 12097

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE AWARD OF CONSTRUCTION MANAGER AT RISK CONSTRUCTION PHASE SERVICES CONTRACT NO. 2021-026-COS WITH J. BANICKI CONSTRUCTION, INC., FOR THE AIRPORT RUNWAY REHABILITATION PROJECT.

WHEREAS, the City of Scottsdale desires to rehabilitate the runway at Scottsdale Airport; and

WHEREAS, J. Banicki Construction, Inc., has offered to provide to the City the requisite construction phase services necessary to rehabilitate the runway; 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 Agreement No. 2021-026-COS, in the amount of ten million, seven hundred fifty five thousand, five hundred thirty nine dollars, nine cents (\$10,755,539.09) between the City and J. Banicki Construction, Inc., for construction manager at risk construction phase services in connection with the runway rehabilitation project at Scottsdale Airport.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 20th day of April 2021.

ATTEST:

CITY OF SCOTTSDALE,
an Arizona municipal corporation

Benjamin M. Lane, City Clerk

David D. Ortega, Mayor

APPROVED AS TO FORM:

Sherry R. Scott, City Attorney
By: Eric C. Anderson
Senior Assistant City Attorney



CITY OF SCOTTSDALE

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES

PROJECT NAME: Airport Runway Rehabilitation Project

PROJECT NO: AG04

CONTRACT NO: 2021-026-COS

TABLE OF CONTENTS

RECITALS 1

ARTICLE 1 – CMAR’S SERVICES AND RESPONSIBILITIES 1

ARTICLE 2 – CITY’S SERVICES AND RESPONSIBILITIES..... 14

ARTICLE 3 – CONTRACT TIME..... 17

ARTICLE 4 – CONTRACT PRICE 20

ARTICLE 5 – CHANGES TO THE CONTRACT PRICE AND TIME..... 23

ARTICLE 6 – PROCEDURE FOR PAYMENT 29

ARTICLE 7 – CLAIMS AND DISPUTES 35

ARTICLE 8 – SUSPENSION AND TERMINATION 40

ARTICLE 9 – INSURANCE AND BONDS 41

ARTICLE 10 – INDEMNIFICATION 50

ARTICLE 11 – GENERAL PROVISIONS 52

ARTICLE 12 – DEFINITIONS..... 64

EXHIBIT A - PROJECT DESCRIPTION SCOPE OF WORK

EXHIBIT B - PRECONSTRUCTION AGREEMENT

EXHIBIT C - CMAR’S GMP PROPOSAL

EXHIBIT D - STATUTORY PERFORMANCE BOND

EXHIBIT E - STATUTORY PAYMENT BOND

EXHIBIT F - FEDERAL CONTRACT PROVISIONS

AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

CONTRACTOR’S NOTICE OF FINAL PAY ESTIMATE

CONTRACTOR’S NOTICE OF FINAL ACCEPTANCE

CITY OF SCOTTSDALE
CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES

PROJECT NO: AG04
CONTRACT NO: 2021-026-COS

THIS CONTRACT, entered into this 20th day of April, 2021, between the City of Scottsdale, an Arizona municipal corporation (the "CITY") and J. Banicki Construction, Inc., an Arizona corporation ("CONSTRUCTION MANAGER AT RISK" or "CMAR").

RECITALS

- A.** The Mayor of the City of Scottsdale is authorized by provisions of the City Charter to execute contracts for construction services.
- B.** The City intends to construct the Airport Runway Rehabilitation Project, located at 15000 N. Airport Drive and referred to in this Contract as the "Project."
- C.** The CMAR has represented to the City the ability to provide construction management services and to construct the Project. Based on this representation, the City desires to engage J. Banicki Construction, Inc., to provide these services and construct the Project.
- D.** Contract No: 2020-104-COS has been executed previously between the City and CMAR for Preconstruction Design services. Those services may continue during the duration of this Contract.

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

ARTICLE 1 – CMAR'S SERVICES AND RESPONSIBILITIES

1.0 The CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project located 15000 N. Airport Drive and to completely construct the Project and install the material in the Project for the City. The Work must be to the satisfaction of the City and strictly in accordance with all legal requirements and Project Contract Documents as modified. The services may not be required to be performed in the sequence in which they are described.

1.1. GENERAL SERVICES

1.1.1. The CMAR's Representative must be reasonably available to the City and have the necessary expertise and experience required to supervise the Work. CMAR's Representative must communicate regularly with the City but not less than once a week and must be vested with the authority to act on behalf of the CMAR. The CMAR's Representative may be replaced only with the written consent of the City.

1.2. GOVERNMENT APPROVALS AND PERMITS

- 1.2.1. Unless otherwise provided, the CMAR shall apply for and obtain or assist the City and the Design Team in obtaining all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. The CMAR is specifically required to obtain the necessary environmental permits or file the necessary environmental notices. Any environmental permits and licenses will be paid by the City in accordance with the provisions of Article 2.4.
- 1.2.2. Copies of all necessary permits and notices must be provided to the Construction Coordinator and/or Contract Administrator before starting the permitted activity. This provision is not an assumption by the City of an obligation of any kind for violation of the permit or notice requirements.
- 1.2.3. The CMAR shall apply for and obtain permit(s) for building and demolition, but the fees will be paid by the City in accordance with Article 2.4. The CMAR will also obtain any necessary regulatory or permitting, reviews for grading and drainage, water, sewer and landscaping, but the fees for the permitting will be paid by the City in accordance with Article 2.4.
- 1.2.4. The CMAR shall be responsible for all other review and permit fees not specifically listed in Article 2.4 below or as qualified in Exhibit B.
- 1.2.5. The CMAR shall be responsible for the cost of construction-related water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangement for construction water is the CMAR's responsibility. Construction water does not include "test water" required to complete new water line pressure tests.
- 1.2.6. For purposes of this Contract, the Maricopa Association of Governments (M.A.G.) Standard Specification 107.12 is modified to read as follows: The CMAR, at its own expense, shall be responsible for the acquisition of any necessary temporary easements for construction purposes, storage, maintenance, and refuge haul-off as indicated upon the plans, which are required in addition to existing easements and right-of-way secured by the City.

1.3. PRECONSTRUCTION CONFERENCE

- 1.3.1. Before beginning any Work, the Contract Administrator will schedule a Preconstruction Conference. The City and the CMAR have entered into a separate written contract for Design Phase services establishing the fee the City will pay the CMAR for all Preconstruction services
- 1.3.2. The purpose of this conference is to establish a working relationship between the CMAR, utility firms, and various City agencies and staff. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, CMAR Payment Requests and processing, coordination with the involved utility firms and/or utility companies (i.e. APS, SRP, SW Gas, etc.), and emergency telephone numbers for all representatives involved in the construction.

- 1.3.3. The construction Notice to Proceed (NTP) date will be established at the Preconstruction conference.
- 1.3.4. The CMAR will provide a Baseline Project Schedule indicating duration, manpower and equipment resources required to complete all major work activities. The City and Design Team will review and comment on the Baseline Project Schedule. The CMAR will revise the Baseline Project Schedule to the satisfaction of the Construction Coordinator and Contract Administrator. No Work will begin until the City accepts the Baseline Project Schedule.
- 1.3.5. The CMAR will submit a Schedule of Values based on the work and bids accepted from selected Subcontractors. These Values must reflect the actual labor time, materials, profit and overhead for the Work.
- 1.3.6. CMAR attendees must include CMAR's Representative who is authorized to sign documents on behalf of the firm, the job superintendent, and the CMAR's safety officer.

1.4. CONTROL OF THE WORK

- 1.4.1. The CMAR must properly secure and protect all finished or partially finished Work, and is responsible for the Work until the entire contract is completed and accepted by the City. Any payment for completed portions of the Work will not release the CMAR from this responsibility; however, it must turn over the entire Work in full accordance with these specifications before final settlement will be made. In case of suspension of the Work for any cause, the CMAR shall take all precautions as necessary to prevent damage to the Project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the City.
- 1.4.2. After all Work under the Contract is completed, the CMAR shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not included in the final Work from the Project site.
- 1.4.3. The CMAR must provide, through itself or Subcontractors, the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit the CMAR to complete the Work consistent with the Contract Documents, unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate contractor.
- 1.4.4. The CMAR must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- 1.4.5. Survey stakes and marks required for the completion of the construction shown on the plans and as described in the specifications shall be furnished by the CMAR.

- 1.4.6.** Where the Contract Documents require that a particular product be installed and applied by an applicator approved by the manufacturer, the CMAR shall ensure that the Subcontractor employed for this work is approved.
- 1.4.7.** The CMAR shall take field measurements and verify field conditions and shall carefully compare all field measurements and conditions and other information known to the CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be immediately reported to the City.
- 1.4.8.** Before ordering materials or conducting work, the CMAR and each Subcontractor must verify measurements at the Site. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, shall be submitted to the City for resolution before proceeding with the Work.
- 1.4.9.** The CMAR shall accurately establish, maintain and protect all building and construction grades, lines, levels, and bench marks. This work shall be performed or supervised by an Arizona licensed Surveyor.
- 1.4.10.** Any person employed by the CMAR or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by the CMAR or the Subcontractor employing the person, and shall not be employed again in any portion of Work without the written approval of the City. The CMAR or Subcontractor shall hold the City harmless from damages or claims that may occur in the enforcement of this Article.
- 1.4.11.** The CMAR assumes responsibility for the proper performance of the Work of Subcontractors and any acts and omissions in connection with this performance. Nothing in the Contract Documents creates any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 1.4.12.** The CMAR must coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, the CMAR agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 1.4.13.** On a daily basis, the CMAR shall prepare a Contractor's Daily Report. The City's Construction Coordinator or its Capital Project Management (CPM) Inspector will provide a sample report format to the CMAR. The report must detail the activities that occurred during the course of the day, all equipment utilized and the number of hours operated, and all personnel on the site inclusive of Subcontractors. The Daily Reports shall be submitted to the Construction Inspector a daily basis, unless otherwise arranged. Failure to provide Daily Reports as arranged or requested above may result in the

retention of monthly progress payments until the Reports are brought up to date.

- 1.4.14.** In the event of noncompliance with this Article 1.4, the City may require the CMAR to stop or suspend the construction in whole or in part. Any suspension, due to the CMAR's noncompliance will not be considered a basis for an increase in the Contract Price or extension of the Contract Time.

1.5. CONTROL OF THE WORK SITE

- 1.5.1.** Throughout all phases of construction, including any suspension of the Work, the CMAR must keep the Site reasonably free from debris, trash and construction waste to permit the performance of its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, the CMAR will remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work to permit the City to occupy the Project or a portion of the Project for its intended use.
- 1.5.2. Dust Control.** The CMAR will take appropriate steps, procedures or means required to prevent abnormal dust conditions due to its construction operations. The dust control measures shall be maintained at all times during construction of the Project to the satisfaction of the City, in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations and City of Scottsdale Supplement to M.A.G. Standard Specifications together with applicable provisions of Federal and State Law.
- 1.5.3. Dust Control Coordinator.** At any City construction site with greater than 1 acre of disturbed surface area, subject to a permit issued by a Control Officer requiring control of PM-10 emissions from dust generating operations, the CMAR must have at all times at the Site, at least one Dust Control Coordinator trained in accordance with the requirements of A.R.S. §49-474.05 during primary dust generating operations that is related to the purposes for which the Dust Control Permit was issued. The Dust Control Coordinator must have full authority to ensure that dust control measures are implemented at the Site, including authority to conduct inspections, deploy dust suppression resources, and modify or shutdown activities as needed to control dust. The Dust Control Coordinator must be responsible for managing dust prevention and dust control on the Site, including the use of leaf blowers and street sweeping equipment. The Dust Control Coordinator must have a valid Dust Training Certification Identification Card readily accessible on the Site while acting as the Dust Control Coordinator.

The requirements described in the above paragraph do not apply if CMAR can establish to the satisfaction of the Contract Manager that one of the exemptions under A.R.S. §49-474.05 applies.

A Subcontractor who is engaged in dust generating operations at a Site that is subject to a Dust Control Permit issued by a County Control Officer and that requires the control of PM-10 emissions from dust generating

operations must register with the County Control Officer. The Subcontractor must have its registration number readily accessible on the Site while conducting any dust generating operations.

- 1.5.4. If applicable, the CMAR shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. The CMAR shall coordinate all Work to minimize disruption to building occupants and facilities.
- 1.5.5. Only materials and equipment used directly in the Work may be brought to and stored on the Site by the CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the CMAR.
- 1.5.6. Waste products shall become the property of the CMAR. At its expense, the CMAR shall dispose of all waste products and debris including excess earth material that will not be incorporated into the Work under this Contract at an appropriate off-site location in conformance with applicable Federal, State and Local Regulations.
- 1.5.7. The CMAR shall supervise and direct the Work. The CMAR is solely responsible for the means, methods, techniques, sequences and procedures of construction. The CMAR shall employ and maintain on the Work a qualified supervisor or superintendent who has been designated in writing by the CMAR as the CMAR's representative at the Site. The representative must have full authority to act on behalf of the CMAR and all communications given to the representative will be as binding as if given to the CMAR. The representative must be present on the Site at all times as required to perform adequate supervision and coordination of the Work. Where appropriate, all Provisions of M.A.G., Section 105.5, will be applicable.
- 1.5.8. In the event of abnormal weather conditions, such as windstorms, rainstorms, etc., the CMAR shall immediately inspect the Work Site and take all necessary actions to insure public access and safety are maintained.
- 1.5.9. **Damage to Property at the Site.** The CMAR is responsible for any damage or loss to property at the Site, except to the extent caused by the acts or omissions of the City or its representatives, employees or agents and not covered by insurance. The costs and expenses incurred by the CMAR under this Article may be paid as a Cost of the Work to the extent that the costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles, but shall not increase the GMP.
- 1.5.10. **Damage to Property of Others.** The CMAR shall avoid damage, as a result of the CMAR's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate

Contractors and the property of the City. The CMAR shall repair any damage caused by the operations of the CMAR, which costs will be paid as a Cost of the Work to the extent that these costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible, but shall not increase the GMP.

1.5.11. Failure of CMAR to Repair Damage. If the CMAR fails to begin the repair of damage to property as required in Articles 1.5.9, and 1.5.10 and diligently pursue the repair, the City will give the CMAR 10-days written notice to begin repairs. If the CMAR fails to begin the repairs within the 10-day notice period, the City may elect to repair the damages with its own forces and to deduct from payments due or to become due to the CMAR amounts paid or incurred by the City in correcting the damage.

1.6. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.6.1. When required, Shop Drawings, Product Data, Samples and similar submittals are to be forwarded to the Construction Coordinator and the Contract Administrator for review in order to demonstrate the way in which the CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents.

1.6.2. The CMAR shall review, approve, and verify that all submittals meet the intent of the Contract documents. Six (6) hard copies of each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract Documents will be delivered to the Construction Coordinator for review. Electronic submittals may be acceptable if approved by the Construction Coordinator. Submittals made by the CMAR, which are not required by the Contract Documents, may be returned without action.

1.6.3. The CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the necessary submittal has been approved by the City. All Work shall be in accordance with approved submittals. The CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval.

1.6.4. By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, the CMAR represents that the CMAR has determined and verified materials, field measurements and related field construction criteria, or will do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Contract Documents.

1.6.5. The CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by City approval of Shop Drawings, Product Data, Samples or similar submittals unless the CMAR has specifically informed the City in writing of the deviation at the time of submittal and the City has given written approval to the specific deviation.

1.6.6. Informational submittals upon which the City is not expected to take responsive action may be identified as informational submittals in the Contract Documents.

- 1.6.7. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of the calculations and certifications.

1.7. QUALITY CONTROL, TESTING AND INSPECTION

- 1.7.1. **Inspection.** The City's Construction Inspectors may be stationed on the Work Site. The Construction Inspector may direct the attention of the CMAR and report to the Construction Coordinator the progress of the Work, the manner in which Work is being performed, and whether it appears that material furnished or Work performed by the CMAR fails to fulfill the requirements of the specifications and this Contract, but the inspection will not relieve the CMAR from any obligation to furnish acceptable materials or to provide completed construction that is in compliance with the Contract Documents in every particular. The Construction Inspector's purpose is to assist the City's Representative and should not be confused with an inspector associated with a City regulatory agency or with an inspector from a City Laboratory under Article 1.8.
- 1.7.2. In case of any dispute arising between the Construction Coordinator or Construction Inspector and the CMAR as to material furnished or the manner of performing the Work, the Construction Inspector will have the authority to reject materials or suspend the Work until the question and issue can be referred to and decided by the City. Construction Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Construction Inspectors will in no case act as or be considered as foremen or supervisors or perform other duties for the CMAR.
- 1.7.3. The furnishing of any services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequenced procedures or for safety precautions or programs or responsibility for the CMAR's failure to perform the Work in accordance with Contract Documents.

1.8. MATERIALS TESTING

- 1.8.1. All materials used in the Work must be new and unused, unless otherwise noted, and must meet all quality requirements of the Contract Documents.
- 1.8.2. All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the City. Any material rejected by the City will be removed immediately and replaced in a manner acceptable to the City.
- 1.8.3. The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and tests will be made in accordance with the following: The City of Scottsdale Material Testing Manual and the standard methods of American Association of State and Highway Transportation Off Roads (AASHTO) or American

Society for Testing and Materials (ASTM), and Maricopa Association of Governments (MAG) supplements.

- 1.8.4.** The City may select a pre-qualified Independent Testing Laboratory and will pay for initial City Acceptance Testing.
 1. When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid for by the CMAR. Construction contingency cannot be utilized for the cost of re-testing.
 2. When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting will be performed by the same testing agency.
- 1.8.5.** The CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work and will provide them access to the Work at all times upon reasonable notice.
- 1.8.6.** All soils and materials testing will be performed by the City's designated agent and payment for testing shall be paid for as outlined below. In coordination with the CMAR, the City will order tests and distribute test results for all construction areas. The City will distribute test results within 24 hours of receipt.
 1. The City will pay for soils or materials testing through a separate contract.
 2. Other material testing: When the first or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid by the CMAR. The City's Project Contingency cannot be utilized for the cost of re-testing.
- 1.8.7.** At the option of the City, materials may be approved at the source of supply before delivery is started.
- 1.8.8.** Code compliance testing and inspections required by codes or ordinances or by a plan approval authority, and which are made by a legally constituted authority are the responsibility of and will be paid by the CMAR, unless otherwise provided.
- 1.8.9.** The CMAR's quality control testing and inspections are the sole responsibility of the CMAR and paid by the CMAR.

1.9 PROJECT RECORD DOCUMENTS/AS-BUILTS

- 1.9.1** During the construction period, the CMAR shall maintain at the jobsite a set of blueline or blackline prints of the Construction Document drawings and Shop Drawings for Project Record Document purposes.
 1. The CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The CMAR shall give particular attention to information on

concealed elements which are difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings
- Revisions to details shown on drawings
- Depths of foundations below first floor
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits
- Revisions to electrical circuitry
- Actual equipment locations
- Duct size and routing
- Locations of concealed internal utilities
- Changes made by Contract Amendments
- Details not on original Contract Drawings

2. The CMAR shall mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked they shall include cross-reference locations on the Construction Documents.
3. The CMAR will mark Project Record Drawing sets with red erasable colored pencil.
4. The CMAR will note Requests for Information (RFI) Numbers, Architects' Supplemental Information (ASI) Numbers and Contract Amendment Proposal Numbers, etc., as required to identify the source of the change to the Construction Documents.
5. The CMAR will at the time of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.

1.9.2 Immediately upon receipt of the reviewed Project Record Drawings from the City, the CMAR shall correct any deficiencies or omissions to the drawings and prepare the following for resubmission to the City:

1. A complete set of PDF electronic files of all Project Record Drawings clearly marked with "As-Built Document." Files shall be named consistent with the Plan Set Index.
2. The PDF files will be converted from the CADD files of the Construction Documents provided by the City under Article 2.0 accurately bearing the CMAR's As-Built information from the Project Record Drawings in red and delivered to the City as part of the Project closeout.
3. The CMAR's original redlined mark-up prints of the Project Record Drawings.

1.10 PROJECT SAFETY

1.10.1 CMAR Safety Program. All Work will be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including Arizona Division of Occupational Safety and Health (ADOSH) policies and procedures. The CMAR is required to attend a City safety briefing session at the Preconstruction meeting. .

The CMAR will provide a safe jobsite and work environment for the safety and health of employees and members of the general public and will comply with all legal requirements including but not limited to the following:

Occupational Safety and Health Act (OSHA)
Electrical Safe Work Practices Standards
OSHA Personal Protective Equipment Standards
National Fire Protection Association (NFPA) 70E Standard for
Electrical Safety in the Workplace
OSHA Fall Protection Standards
OSHA Confined Space Entry

All other applicable requirements of OSHA and local codes and agencies having jurisdiction.

Contractors that violate these rules and regulations may be subject to job shutdown or removal from City facilities.

1.10.2 City Safety Rules and Expectations. Risk Management Division makes available a packet that contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.

1.10.3 Contractor Safety Tailgate Meetings. The CMAR shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority. The Sign-in sheet of the tailgate meeting must be given to the City Inspector within 48 hours after the meeting.

1.10.4 Accident/Injury Procedure. The CMAR shall contact the Contract Administrator and Risk Management Department within 24 hours of the occurrence of an accident or injury arising out of the CMAR's work under this Contract.

1.10.5 Unsafe Acts. The CMAR employees shall abate or remedy any unsafe act or condition which may arise in the course of CMAR's work under this Contract.

1.10.6 Safety Audits. The City reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the Construction Coordinator or CPM Inspector must be notified should any OSHA inspections occur at a City job site.

1.10.7 The CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment

incorporated into the Work or stored on-site or off-site, and (iii) all other property at the Site or adjacent to the Site.

- 1.10.8** The CMAR assumes responsibility for implementing, monitoring, and documenting all safety precautions and programs related to the performance of the Work.
- 1.10.9** The CMAR will, before beginning construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, the CMAR's Safety Representative will be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.
- 1.10.10** The CMAR must provide OSHA 300A Summary log information including total recordable cases, total case rates, and lost workday incident rates for the past 2 calendar years. This information can be compared to Bureau of Labor Statistics (BLS) rates to determine whether a contractor has below average or above average accident/injury rates. Bureau of Labor Statistics information can be obtained through Risk Management. The Safety Representative will make routine daily inspections of the Site and will hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.
- 1.10.11** The CMAR will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to the Contract Administrator and, to the extent mandated by Legal Requirements, to all government or quasi-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work.
- 1.10.12** The CMAR's responsibility for safety under this Article 1.10 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.
- 1.10.13** The CMAR and Subcontractors must provide Material Safety Data Sheets for all substances that are delivered to the City, that come under the OSHA Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200, Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).

The CMAR and all Subcontractors using chemicals on City property must use only the safest chemicals, with the least harmful ingredients. These chemicals must be approved for use by a City of Scottsdale representative before bringing them to the Project Site.

The CMAR and all Subcontractors will make every attempt to apply approved chemicals with highly volatile organic compounds, outside of

normal working hours. Adequate ventilation must be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication, the CMAR and Subcontractors are informed of the presence of (or possible presence of) chemicals in the area where the work requested will be performed. All selected Contractors shall contact the City for specific information relative to the type of chemicals present and location of appropriate Material Safety Data Sheets.

Unless included in the Work, if the CMAR encounters on-site material which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, it will immediately stop work and report the condition to the City.

If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the CMAR will not resume work in the affected area until the material has been abated or rendered harmless. The CMAR and the City may agree, in writing, to continue work in non-affected areas on-site. An extension of Contract Time may be granted in accordance with Article 5.

1.11 WARRANTY

1.11.1 The provisions of M.A.G. Section 108.8 shall apply with the following additional requirements:

1. Should the CMAR fail to begin repairs or corrective work within 14 calendar days after receipt of written notice from the City, the City may perform the necessary work and the CMAR shall reimburse the City for the actual cost.
2. The warranty period on any part of the work repaired or replaced is extended for a period of 1 year from the date of the repair or replacement.
3. This warranty does not apply to damage caused by normal wear and tear or by acts beyond the CMAR's control.

1.11.2 Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than provided in this Article 1.11 or the Contract Documents. The CMAR will provide the City with all manufacturers' warranties upon Substantial Completion.

1.11.3 The CMAR's warranty obligation will be the maximum allowed by the Arizona Registrar of Contractors

1.12 CORRECTION OF DEFECTIVE WORK

- 1.12.1** The CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Article 1.11 above within a period of 1 year from the date of Substantial Completion of the Work or any portion of the Work, or within any longer period, to the extent required by the Contract Documents. A Progress Payment, or partial or entire use or occupancy of the Project by the City will not constitute acceptance of the Work if not in accordance with the Contract Documents.
- 1.12.2** The CMAR will take meaningful steps to begin correction of nonconforming Work subject to this Article 1.12. These measures include but are not limited to timely correction of the Work. If the CMAR fails to initiate necessary measures for this Work within 7 days of receipt of written notice from the City, the City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that the City will commence correction of the nonconforming Work with its own forces.
- 1.12.3** If the City does perform this corrective Work, the CMAR will be responsible for all reasonable costs incurred by the City in performing this correction.
- 1.12.4** The CMAR will immediately respond to any nonconforming Work that creates an emergency.
- 1.12.5** The 1 year period referenced in this Article 1.12 applies only to the CMAR's obligation to correct nonconforming Work and is not intended to be a period of limitations for any other rights or remedies the City may have regarding the CMAR's other obligations under the Contract Documents.

1.13 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTION

The Parties have entered into a Preconstruction Agreement that contains Subcontractor and Major Supplier provisions. In selecting Subcontractors and Major Suppliers, the CMAR will comply with the provisions in the Preconstruction Agreement. [For horizontal construction, as defined in A.R.S. §34-101(15), the CMAR must self-perform not less than 45% of the Work as required by A.R.S. §34-605(G).]

ARTICLE 2 – CITY'S SERVICES AND RESPONSIBILITIES

- 2.0 DUTY TO COOPERATE.** The City will, throughout the performance of the Work, cooperate with the CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate the CMAR's timely and efficient performance of the Work and so as not to delay or interfere with the CMAR's performance of its obligations under the Contract Documents. The City will furnish the CMAR a CADD file of the Construction Documents acceptable to the City, at no cost to the CMAR.

2.1 CONTRACT ADMINISTRATOR/CONSTRUCTION COORDINATOR

- 2.1.1** The Construction Coordinator will provide City-supplied information and approvals in a timely manner to permit the CMAR to fulfill its obligations under the Contract Documents.

- 2.1.2** The Construction Coordinator will promptly notify the CMAR if the Construction Coordinator observes any failure on the part of the CMAR to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the drawings and specifications.
- 2.1.3** The City may contract separately with a Design Team, and may include partial construction administration services for the Project. A copy of the Design Team's contract will be furnished to the CMAR.
- 2.1.4** Both the Contract Administrator and Construction Coordinator are responsible for construction administration of the Work. The Design Team, if authorized by the City, will review, approve or take other appropriate action upon the CMAR's submittals such as Shop Drawings, Product Data and Samples in accordance with Article 1.6. Communications by and with the Design Team will be through the Contract Administrator and Construction Coordinator.
- 2.1.5** The Contract Administrator or Construction Coordinator and the Design Professional will interpret and decide matters concerning performance under the requirements of the Contract Documents. The Design Professional's response to these requests will be made to the City. The City will timely forward the response to the CMAR.
- 2.1.6** The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the Procurement Code.
- 2.2 CITY'S SEPARATE CONTRACTORS.** The City is responsible for all Work performed on the Project or at the Site by separate contractors under the City's control. The City will contractually require its separate contractors to cooperate with, and coordinate their activities, so as not to interfere with the CMAR, in order to enable timely completion of Work consistent with the Contract Documents. The CMAR agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.3 PERMIT REVIEW AND INSPECTIONS.** Approving specific parts of the Building Permit is the responsibility of the City's Capital Project Management. The City of Scottsdale Plan Review Division issues Certificates of Occupancy.
- 2.4 FURNISHING OF SERVICES AND INFORMATION**
- 2.4.1** The City will be responsible for the payment or waiver of the following:
1. City review and permit(s) fees for building, encroachment, and demolition permits.
 2. City review fees for grading and drainage, water, sewer and landscaping.
 3. Utility design fees for permanent services.
 4. Obtaining Clean Water Act Nationwide 404 Permits.

5. City Development Fees.
6. Environmental Permits and Licenses.

2.4.2 Unless expressly stated to the contrary in the Contract Documents, the City will provide (at its own cost and expense) to the CMAR, the following information:

1. To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
2. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable the CMAR to perform the Work;
3. A legal description and Street or Physical address of the Site;
4. To the extent available, as-built record and historical drawings of any existing structures at the Site;
5. To the extent available, environmental studies, environmental impact statements, reports and impact statements describing the environmental conditions (including hazardous materials) known to exist at the site;
6. Upon request, the City will provide all City standards and guidelines, supplementary conditions and special provisions that will be included in the plans and specifications for the Project. These may include but are not limited to: disposal of surplus material, special security provisions, investigation of underground facilities, traffic controls and regulations, special quality control testing and termite treatment requirements.

The City will secure and execute all necessary Contracts with adjacent land or property owners that are reasonably necessary to enable the CMAR to perform the construction. .

2.5 PROJECT MANAGEMENT SERVICES

2.5.1 The City may contract separately with one or more Technical Consultants to provide project management assistance to the Project. The Technical Consultant's contract as well as the contracts of other firms hired by the City will be furnished to the CMAR upon request. The CMAR will not have any right however, to limit or restrict any contract modifications that are mutually acceptable to the City and Technical Consultant.

2.5.2 The Technical Consultant services will augment the City staffing resources to effectively manage the objectives of the City and this Project with the goal of managing the key project communication, cost and time parameters.

- 2.5.3** The Technical Consultant may provide preprogramming and design standards.
- 2.5.4** The City may contract with the Technical Consultant to provide some or all of the following services during the performance of the construction:
1. Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed construction and to determine in general if the construction is being performed in accordance with the Construction Documents. The Technical Consultant will keep the City informed of progress of the construction and will endeavor to guard the City against defects and deficiencies in the construction. The Technical Consultant may have authority to reject construction which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Articles 1.7 and 1.8;
 2. Review and recommend approval of the CMAR's Payment Requests;
 3. Interpret matters concerning performance under and requirements of the Contract Documents on written request of the City. The Technical Consultant's response to these requests will be made with reasonable promptness and within any time limits agreed upon;
 4. Analyze, recommend and assist in negotiations of Change Orders;
 5. Conduct inspections to determine Substantial Completion and Final Acceptance;
 6. Receive and forward to the City for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the CMAR.

ARTICLE 3 – CONTRACT TIME

3.0 CONTRACT TIME

- 3.1** Contract Time will be 54 calendar days as indicated in the Notice to Proceed (NTP).
- 3.1.1** Contract Completion Time will start with the Notice to Proceed (NTP) and end with Substantial Completion. The City will issue a NTP letter establishing the mutually agreed upon NTP date for this Contract.
- 3.1.2** Failure on the part of the CMAR to adhere to the Project Schedule may be the basis for termination of this Contract by the City.
- 3.1.3** Each GMP amendment to this Contract will establish a separate construction NTP date, Performance Period and Substantial Completion date for the entire Project. The Performance Period(s) may be sequential or may run concurrently.

3.1.4 The CMAR agrees to commence performance of the Work and achieve Performance Periods and the Contract Time.

3.1.5 All of the times stated in this Article 3 are subject to adjustment in accordance with Article 5.

3.2 PUNCH LIST PREPARATION

A minimum of 30 days before Substantial Completion the CMAR, in conjunction with the City, will prepare a comprehensive list of Punch List items, which the City may edit and supplement. The CMAR will proceed promptly to complete and correct the Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the CMAR to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents will not commence until the date of Final Acceptance unless otherwise provided in the Contract Documents. Seven (7) days before the City issues its Final Acceptance Letter, the CMAR will deliver to the City all Operation and Maintenance Manuals necessary for the City to assume responsibility for the operation and maintenance of that portion of the Work.

3.3 LIQUIDATED DAMAGES

If Substantial Completion is not attained within the Contract Time as adjusted, the City will suffer damages which are difficult to determine and accurately specify. The CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, the CMAR will pay as liquidated damages the amounts specified in Section 108.9 of the M.A.G. Standard Specifications, incorporated in this Contract by reference. These amounts may be adjusted depending on the anticipated or actual loss caused by the delay and the difficulty of proof of loss.

3.4 PROJECT SCHEDULE CONSTRUCTION SCHEDULE. Each approved GMP proposal shall include a Project Schedule as prescribed in Article 3.5 with a Critical Path Method diagram construction schedule that will indicate the path of critical activities and establish the Performance Period encompassed by the GMP. The CMAR will maintain the construction schedule throughout the construction.

3.4.1 The Project Schedule will be initially submitted at the start of this Contract as required by Article 1 and updated and maintained throughout the Contract Services.

3.4.2 The Project Schedule will be revised as required by conditions and progress of the Contract Services, but any revisions will not relieve the CMAR of its obligations to complete the Contract Services within the Contract Time(s), as these dates may be adjusted in accordance with the Contract Documents.

3.4.3 An Updated Project Schedule will be submitted monthly to the City at least 5 days before the CMAR's monthly Payment Request.

1. The CMAR will provide the City with a monthly status report with each Project Schedule detailing the progress of Construction, including whether (i) the construction is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents

that require resolution, and (iii) other items that require resolution so as not to jeopardize the ability to complete the construction as presented in the GMP and within the Contract Time(s). The monthly status report and Project schedule shall be provided electronically to the Contract Administrator and Construction Coordinator no later than the 25th of each month.

2. With each Project Schedule submitted, the CMAR will include a transmittal letter including the following:

- Description of problem tasks (referenced to field instructions, Requests for Information (RFIs), Change Order or claim numbers) as appropriate.
- Current and anticipated delays not resolved by approved change orders, including:
 - Cause of the delay.
 - Corrective action and schedule adjustments to correct the delay.
 - Known or potential impact of the delay on other activities, milestones, and the date of Substantial Completion.
 - Changes in construction sequence.
- Pending items and status including but not limited to:
 - Pending Change Orders.
 - Time extension requests.
 - Other items.
- Substantial Completion date status:
 - If ahead of schedule, the number of days ahead.
 - If behind schedule, the number of days behind.
- Other project or scheduling concerns.

3.4.4 The City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review will not relieve the CMAR from compliance with the requirements of the Contract Documents or be construed as relieving the CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Contract Services.

3.4.5 The Project Schedule will include a Critical Path Method diagram schedule that will show the sequence of activities, the interdependence of each activity and indicate the path of critical activities.

The Critical Path Method diagram schedule will be in days and indicate duration, earliest and latest start and finish dates, and will be presented in a time scaled graphical format for the Project as a whole.

1. The activities making up the schedule will be of sufficient detail to assure that adequate planning has been done for proper execution of

the Work and provide an appropriate basis for monitoring and evaluating the progress of the Work.

2. The Critical Path Method diagram construction schedule will be based upon activities which would coincide with the Schedule of Values.
3. The Critical Path Method diagram schedule will show all submittals associated with each Work activity and the review time for each submittal.
4. The schedule will show milestones, including milestones for City-furnished information, and will include activities for City-furnished equipment and furniture, if any, when those activities are interrelated with the CMAR's activities.
5. The schedule will include a critical path activity that reflects anticipated rain delay during the performance of the Contract. The duration will reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data will be based on information provided by the National Weather Service or other approved source.

3.5 COST ESTIMATES

Provisions pertaining to cost estimates may be found in the GMP Proposal, attached as Exhibit C.

3.6 CONSTRUCTION MANAGEMENT PLAN

As a part of the Preconstruction Agreement, the City has required the CMAR to prepare a Construction Management Plan.

ARTICLE 4 – CONTRACT PRICE

- 4.0** The CMAR agrees to do all Work for the construction of the improvements and to completely construct the improvements and install the material, as called for by this Contract, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the GMP, as may be amended from time to time, as set forth in the GMP Proposal, attached as Exhibit C, and by reference made a part of this Contract.

4.1 CONTRACT PRICE

- 4.1.1** The Contract Price is a not to exceed price of \$10,755,539.09, as stated in detail in the GMP Proposal, attached as Exhibit C.
- 4.1.2** The Contract Price is the sum of the GMP plus the City's Project Contingency defined in Article 12 and is subject to adjustments made in accordance with Article 5.
- 4.1.3** The CMAR is responsible for payment of all State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income, whether or not these taxes are specifically separated in the bid amount.

4.1.4 Unless otherwise provided in the Contract Documents, the Contract Price is to include all sales, use, consumer and other taxes throughout the term of this Contract, whether or not yet effective or merely scheduled to go into effect.

4.1.5 Any Contingencies and Allowances as agreed upon between the City and the CMAR will be in the GMP.

4.2 CMAR CONSTRUCTION FEE FOR CHANGES. If the GMP requires an adjustment due to changes in the Work, the cost of any changes will be determined under Article 5.

4.3 GUARANTEED MAXIMUM PRICE (GMP)

4.3.1 At the end of the design phase or at a time determined by the City, and as a part of the Work done under the Preconstruction Agreement, the City will request the CMAR to provide a GMP, or series of GMP's if the CMAR determines phased construction would be in the City's best interest. The approved GMP(s) is set forth in Exhibit C, attached to this Contract.

4.3.2 The CMAR guarantees to bring the completion of the construction of the Project within the GMP or the CMAR alone will be required to pay the difference between the actual cost and the GMP.

1. Buy out savings are any savings of the CMAR's GMP at the conclusion of the selection of Subcontractors. Buy out savings may be used during construction by the City as a City Project contingency. Unused savings will be returned to the City.
2. Any savings realized during construction may be incorporated into the construction of the Project to fund additional scope items. Unused savings will be returned to the City.

4.3.3 The GMP is composed of the Total Cost of the Work (Direct Costs) plus the CMAR's Indirect Costs which are not-to-exceed cost reimbursable, actual costs or fixed fee amounts defined as:

1. The Total Cost of the Work (Direct Costs) is a negotiated and not-to-exceed amount defined by the individual work items and their associated negotiated unit prices as part of the hard construction work as defined in Article I as performed by the CMAR through self-performed work, Sub-Contractors' work and any other third party as set forth in Article 1.13 requirements for selection of subcontractors and major suppliers. It includes the costs for all direct labor, materials and equipment incorporated in the completed construction, materials testing prescribed in Article 1.8 and warranty of the work.
2. The CMAR's Indirect Costs include the costs for General Conditions, Payment and Performance Bonds, Insurance, the CMAR Construction Fee and Taxes.
 - a. The General Conditions are costs for the negotiated amount of Project supervision and other indirect costs according to

construction terms as defined in Article 12. These costs are not reflected in other GMP items. Costs may include, but are not limited to, the following: Project Manager, Superintendent, Full-time General Foremen, workers not included as direct labor costs engaged in Project support (e.g. loading/unloading, clean-up, etc.) and administrative office personnel. Other costs may include: temporary office, fees not specifically listed in Articles 1.2 and 2.4 or as qualified in Exhibit B, fencing and other facilities, office supplies, office equipment, minor expenses, utilities, vehicles, fuel, sanitary facilities, and telephone services at the site.

- b. Payment Bonds, Performance Bonds and Insurance are actual costs applied to Cost of Work and General Conditions Costs as detailed in the GMP Proposal.
- c. The CMAR Construction Fee is a negotiated fixed fee that is proposed by the CMAR for management and related services of the CMAR Project. The fee includes the CMAR's profit and home office overhead, whether at the CMAR's principal or branch offices, including the administrative costs, home office costs and any limitations or exclusions that may be included in the General Conditions.
- d. Taxes include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

4.3.4 The GMP is cumulative. The amount of any GMP amendment will be negotiated separately and will reflect the CMAR's risk from that point forward in the Project.

4.4 GMP PROPOSAL. The GMP Proposal will be that as provided in the Preconstruction Agreement, and the GMP Proposal is attached as Exhibit C.

4.5 GMP APPROVAL. The approval of the GMP will be in accordance with the provisions of the Preconstruction Agreement, attached to this Contract as Exhibit B.

4.6 TAX/LICENSE

The CMAR must secure and maintain, during the life of the Contract, State of Arizona and City of Scottsdale Transaction Privilege (sales) Tax Licenses.

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website: http://www.revenue.state.az.us/ADOR_Forms/70-79/74-4002_fillable.pdf

To obtain a City of Scottsdale Transaction (Sales) Tax License Application, please go to the following website: <http://www.scottsdaleaz.gov/taxes/salestax.asp>

4.7 RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

The CMAR is responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not these taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. The CMAR is advised to consider this as it prepares its bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/ deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website: <http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions, please reference A.R.S. Title 42 at the following website:
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

For further questions regarding tax treatment, please contact the Arizona Department of Revenue at (602) 255-2060 and the City of Scottsdale Tax & Audit Section at (480) 312-2625.

ARTICLE 5 – CHANGES TO THE CONTRACT PRICE AND TIME

5.0 DELAYS TO THE WORK

5.1 DELAYS TO THE WORK

5.1.1 Delays may be compensable, concurrent, excusable or non-excusable as defined in Article 12.

5.1.2 If the CMAR is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CMAR is responsible, the Contract Times for performance may be reasonably extended by Change Order.

5.1.3 The CMAR must request an increase in the Contract Time by written notice including an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary.

1. Written notice shall be submitted within 14 days of the commencement of the cause of the delay.
2. If written notice is submitted more than 14 days after commencement of the cause of the delay, the period of delay will be considered to commence 14 days before the giving of the notice.

5.1.4 By way of example and subject to Article 11.7, events that may entitle the CMAR to an extension of the Contract Time include acts or omissions of the City or anyone under the City's control (including separate contractors),

Acts of God or public enemy, changes in the Work, Differing Site Conditions, Hazardous Conditions, unusual delay in transportation, and excessive inclement weather conditions not reasonably anticipated, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the CMAR.

- 5.1.5** If excessive inclement weather conditions are the basis for a request for additional Contract Time, these requests will be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
- 5.1.6** Permitting the CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights under this Contract.
- 5.1.7** In the event that the CMAR claims damages as a result of expenses incurred by a delay for which the City is responsible, the CMAR and the City will negotiate to determine the amount of these damages as set forth in Arizona Revised Statutes Section 34-609 (E).

1. In addition to the CMAR's right to a time extension for those events stated in this Article 5.0, the CMAR may also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for those events described in this Article that are beyond the control of both the CMAR and the City, including the events of war, acts of terrorism, floods, labor disputes (but not including CMAR's own work force and those of its subcontractors), earthquakes, epidemics, excessive inclement weather conditions not reasonably anticipated, and other acts of God.

5.2 DIFFERING SITE CONDITIONS

- 5.2.1** If the CMAR encounters a Differing Site Condition(s), the CMAR may be entitled to an adjustment in the Contract Price or Contract Time(s) to the extent the CMAR's cost or time of performance are the direct result of a Differing Site Condition(s).
- 5.2.2** Upon encountering a Differing Site Condition, the CMAR shall notify the Construction Coordinator or Contract Administrator of the condition within 7 days after the condition has been encountered. The CMAR must also give the City an opportunity to observe such condition before disturbing or altering the Differing Site conditions. The failure of the CMAR to give written notice and make the Claim as required by this Article and Article 7.1.5 shall constitute a waiver by the CMAR of any rights arising out of or relating to such Differing Site Conditions. . (Final costs must be submitted within thirty (30) days after notice is received by the City, unless extended by written agreement of the parties.)

- 5.2.3** In order for the CMAR to obtain any additional compensation or time extensions for Differing Site Conditions, the CMAR must demonstrate that it encountered a material difference at the Site, as defined in Article 12, that required it to expend additional cost or time. The CMAR must also establish that it actually and reasonably relied upon the representations found in the Contract Documents concerning the Site conditions.

5.3 APPLICATION FOR EXTENSION OF TIME

5.3.1 If performance by the CMAR is delayed for a reason set forth in Article 5, the CMAR may be allowed a reasonable extension of time in conformance with this Article. Before the CMAR's time extension request may be considered, the CMAR shall notify the City of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the City identifying:

1. Liquidated damage assessment rate, as specified in the Contract;
2. Original total GMP;
3. The original Contract start date and completion date;
4. Any previous time extensions granted (number and duration);
5. The extension of time requested.

5.3.2 In addition, the application for extension of time shall set forth in detail;

1. The nature of each alleged cause of delay in completing the Work; and
2. The date upon which each such cause of delay began and ended and the number of dates attributable to each such cause; and
3. A statement that the CMAR waives all claims except for those delineated in the application, and the particulars of any claims which the CMAR does not agree to waive. For time extensions for Substantial Completion and final completion payments, the application shall include a detailed statement of the dollar amounts of each claim item reserved; and
4. A statement indicating the CMAR's understanding that the time extension is granted only for purposes of permitting continuation of Contract performance and payment for Work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

5.4 ERRORS, DISCREPANCIES AND OMISSIONS

5.4.1 If the CMAR observes errors, discrepancies or omissions in the Contract Documents, it shall promptly notify the Construction Coordinator and request clarification. The CMAR shall also provide a copy of any notice to the City Contract Administrator.

5.4.2 If the CMAR proceeds with the Work affected by any errors, discrepancies or omissions, without receiving clarifications, it does so at its own risk. Adjustments involving these circumstances made by the CMAR before clarification by the Design Professional are at the CMAR's risk.

5.5 CITY REQUESTED CHANGE IN WORK. The City reserves the right to make, at any time during the progress of the Work, any alterations as may be found necessary or desirable.

5.5.1 Any alterations and changes shall not invalidate this Contract nor release the surety, and the CMAR agrees to perform the Work as altered, the same as if it had been a part of the original Contract Documents. The CMAR shall notify the surety of the changes and will assure that the alterations and changes are adequately covered by the surety bond.

5.5.2 Upon receipt of a request for Change in Work, the CMAR will prepare a proposal in significant detail according to Article 5.11. The CMAR's proposal will include a detailed description of any schedule impact.

5.5.3 Legal Requirements. The Contract Price or Contract Times will be adjusted to compensate the CMAR for the effects of any changes in the Legal Requirements enacted after the date of the Contract or the date of the GMP, affecting the performance of the Work.

5.6 CHANGE ORDERS

5.6.1 In accordance with Scottsdale Revised Code Section 2-200 and any related Rules and Procedures, the City and the CMAR will negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Order. Upon reaching an agreement, the parties will prepare and execute an appropriate Change Order reflecting the terms of the adjustment. The change in the Work may or may not include an adjustment in the Contract Price or Contract Time.

5.6.2 All changes in the Work authorized by Change Orders will be performed under the conditions of the Contract Documents. The decision to issue Change Orders rests solely with the City and any decision to issue a Change Order must be promptly complied with by the CMAR, subject to the provisions of Article 5.4. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

5.6.3 The execution of a Change Order by the CMAR shall constitute conclusive evidence of the CMAR's agreement to the ordered changes in work, this Contract as thus amended, the Contract Price, and the time for performance by the CMAR. The CMAR, by executing the Change Order, waives and forever releases any claim against the City for any additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed Change Order of which the CMAR knew or should have known.

5.6.4 The City may direct the CMAR to perform additional work under the contract by issuing a Construction Change Directive when time and/or cost of the work is not in agreement between the City and the CMAR. During the pendency of a resolution of the price and/or time adjustments between the City and the CMAR, the CMAR may not suspend work and will comply with the Construction Change Directive.

5.7 UNILATERAL DETERMINATION OF CHANGE ORDER VALUE

If no mutual agreement occurs between the City and the CMAR, the change in Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions to the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit, but shall not include home-office overhead or other indirect costs and components. The calculation of actual costs shall conform to Article 5.11.2 . Any such costs or savings shall be documented in the format and with such content and detail as the City requires. The CMAR shall promptly submit such documentation and other backup as the City may require in evaluating the actual costs incurred.

5.8 ADDITIONAL CHANGE ORDER COST REQUIREMENTS

The cost of all items listed in the CMAR's proposal shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered. The CMAR's or Subcontractor's submittals shall include the cost of materials, sales tax, cost of all transport, equipment costs and any direct Project expenses. CMAR's or Subcontractor's Direct Labor Costs shall be limited to the hourly rate of directly involved workmen, employer contributions toward CMAR standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave. CMAR's or Subcontractor's Indirect Costs may include license fees, bond premiums, supervision, and vehicle expense directly related to the Change order.

5.9 LIMITATION OF COMPENSABLE ITEMS

5.9.1 For Change Orders, the total cost or credit to the City shall be based on the following schedule:

1. CMAR's Materials Costs.
2. CMAR's Direct Labor Costs.
3. CMAR's Equipment Costs (includes owned/rented equipment).
4. Applicable Subcontractor Costs.
5. Subtotal of Costs to the CMAR.
6. CMAR's Overhead and Profit.
7. Total Cost or Credit to the City.

5.10 FIELD ORDERS

- 5.10.1** The City has authority to initiate Field Orders that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Field Orders will be imposed by written order and will be binding on the City and the CMAR. The CMAR will carry out any written orders promptly.
- 5.10.2** Field Orders will not involve an adjustment in the Contract Price or Contract Times unless or until an adjustment becomes a Change Order.
- 5.10.3** The CMAR may make minor changes in the Work, but the CMAR will promptly inform the City, in writing, of any changes and record the changes, if appropriate, on the Project Record Documents maintained by the CMAR.

5.11 CONTRACT PRICE ADJUSTMENTS

- 5.11.1** The increase or decrease in Contract Price resulting from a Change in the Work will be determined by one of the following methods stated in order of preference:
1. Using direct cost labor and material rates established in the contract documents as a basis of the Contract Price adjustment;
 2. Using unit prices found in the Contract or as subsequently agreed between the parties;
 3. A mutually agreed upon accepted, allowance, properly itemized and supported by sufficient substantiating data to permit evaluation by the City; and
 4. A negotiated CMAR Construction Fee for the Change in Work equal to additional Indirect Costs resulting from the Change in the Work plus any negotiated profit.
- 5.11.2** If an increase or decrease cannot be agreed to as provided in Articles 5.7 and 5.8, the cost of the Change of the Work will be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable CMAR Construction Fee, according to the methodology used to establish the contract GMP. The CMAR will maintain a documented, itemized accounting evidencing the expenses and savings associated with the changes.
- 5.11.3** If unit prices are included in the Contract Documents or are subsequently agreed to by the parties, but application of the unit prices will cause substantial inequity to the City or the CMAR because of differences in the character or quantity of the unit items as originally contemplated, the unit prices will be equitably adjusted.
- 5.11.4** If the City and the CMAR disagree upon the amount to be paid, whether the CMAR is entitled to be paid for any services required by the City or if there other disagreements over the Scope of Work, proposed changes to the Work, or the

time required to complete the Work, the City and the CMAR will resolve the dispute in accordance with Article 7.

1. As part of the negotiation process, the CMAR will furnish the City with a good faith estimate of the costs to perform the disputed services or the additional time required in accordance with the City's interpretations.
2. If the parties are unable to agree and the City expects the CMAR to perform the services in accordance with the City's interpretations, the CMAR will proceed to perform the disputed services, conditioned upon the City issuing a written order to the CMAR (i) directing the CMAR to proceed and (ii) specifying the City's interpretation of the services that are to be performed.

5.11.5 Emergencies. In any emergency affecting the safety of persons or property, or both, the CMAR will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price or Contract Time(s), or both, resulting from emergency work will be determined as provided in this Article 5.

ARTICLE 6 – PROCEDURE FOR PAYMENT

6.0 For and in consideration of the faithful performance of the Work required to be done by the Contract Documents, and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the CMAR the Cost of the Work performed and any applicable costs for general conditions, insurance, bonding, and taxes, but no more than the GMP as adjusted by any Change Orders and provisions of Article 5. Payment for the specific Work under this Contract will be made in accordance with payment provisions of this Article 6.0.

6.1 GMP PAYMENT REQUEST

- 6.1.1** At the Preconstruction conference described in Article 1.3, the CMAR will submit for the City's review and approval a Schedule of Values. The Schedule of Values will (i) be based on the bids accepted from the successful Subcontractors (ii) include values for all items comprising the GMP including any City allowances, and (iii) serve as the basis for monthly progress payments made to the CMAR throughout the Work.
- 6.1.2** At least 5 working days before the date established for a Payment Request, the CMAR will meet with the Contract Administrator to review the progress of the Work, as it will be reflected on the CMAR Payment Request. The CMAR Payment Request will constitute the CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the CMAR Payment Request, and that title to all the Work will pass to the City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.
- 6.1.3** The CMAR's Payment Request may request payment for equipment and materials not yet incorporated into the Project if construction progress is in reasonable conformance with the approved schedule.

1. For equipment and materials properly stored at the Site, the equipment and materials will be protected by suitable insurance and the City will receive the equipment and materials free and clear of all liens and encumbrances.
2. For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Maricopa County and be accessible for the City's inspection. Title to the materials and equipment will protect the City's interest and will include applicable insurance, bonding, storage and transportation to the Site.
3. The City will be named as an Additional Insured on all insurance required for all stored materials or equipment.

6.1.4 The CMAR will submit a Payment Request in a format acceptable to the City on a date established by the City and the CMAR. The Payment Request will be submitted to the Contract Administrator as identified in Article 7.3. This submittal will include, at a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and the Subcontractors' actual request for payment plus similar narrative and listing of their work.

6.1.5 Payments for these services negotiated as a fixed unit price will be made in accordance with actual measured quantities completed during the preceding month as itemized on the Schedule of Values and stated in Exhibit C. Payment for services negotiated as a lump sum will be made in accordance with the percentage of the services completed during the preceding month as itemized on the Schedule of Values in Exhibit C. Those services negotiated, as a not-to-exceed reimbursable sum will be paid in accordance with the actual costs of the service expended during the preceding month. The City will review Payment Requests and make recommendations for approval or denial within 7 days after the City's receipt of each properly submitted and accurate Construction Payment Request, but in each case less the total of payments previously made, and less amounts properly withheld as retention under Article 6.3. Payment Requests will be considered approved and certified for payment after 7 days unless before that time, the Contract Administrator issues a specific finding setting forth in detail those items in the Request for Payment that are not approved for payment.

6.1.6 The CMAR agrees at its own cost and expense, to perform all construction, as called for by this Contract free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in this Contract.

6.1.7 The Schedule of Values will be submitted as prescribed in this Contract, and subject to adjustment in accordance to this Contract and will serve as the basis for monthly progress payments made to the CMAR throughout the construction.

- 6.1.8** The CMAR will submit to the City on the monthly anniversary of the construction NTP date beginning with the first month after the construction NTP date the “Construction Payment Request”.

6.2 PAYMENT OF GMP

- 6.2.1** The City will make payment in accordance with A.R.S. §34-609. Payment will be made no later than 14 days after the CMAR Payment Request is certified and approved by the City’s Contract Administrator, less amounts properly retained under Article 6.3. The CMAR will pay all sums due to the subcontractors and suppliers for services and materials within 7 days after the CMAR has received payment from the City.
- 6.2.2** The City will pay the CMAR all amounts properly due. If the City determines that the CMAR is not entitled to all or part of a CMAR Payment Request, it will notify the CMAR in writing within 7 days after the date the CMAR Payment Request is received by the City. The notice will indicate the specific amounts the City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures the CMAR must take to rectify the City’s concerns. The CMAR and the City will attempt to resolve the City’s concerns. If the parties cannot resolve these concerns, the CMAR may pursue its rights under the Contract Documents, including those under Article 7.

6.3 RETENTION OF GMP

- 6.3.1** The City will retain 10% of each CMAR Payment Request amount, provided, however, that when 50% of the Work has been completed by the CMAR, on CMAR’s request one-half of the amount retained, including any substituted securities, will be paid to the CMAR if the CMAR is making satisfactory progress on the Contract, and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is 50% completed, no more than 5% of the amount of any subsequent progress payments may be retained if the CMAR is making satisfactory progress on the Contract. If, however, the City determines that satisfactory progress is not being made on the Contract, the City may reinstate the 10% retention for all remaining progress payments.
- 6.3.2** In lieu of retention, the CMAR may provide an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities guaranteed by the United States, securities of the United States, the State of Arizona, Arizona counties, Arizona municipalities, Arizona school districts, or shares of savings and loan institutions authorized to transact business in Arizona.
1. Securities deposited in lieu of retention must be deposited into a separate account with a bank having a branch located in the City of Scottsdale.
 2. CDs and Securities will be assigned exclusively for the benefit of the City of Scottsdale in accordance with the City's form of Retainage Escrow Contract.

6.4 SUBSTANTIAL COMPLETION

- 6.4.1** Substantial Completion will be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion will be in accordance with its definition in Article 12, and with the criteria in the Notice to Proceed.
- 6.4.2** Before notifying the City as required in Article 6.4.3 below, the CMAR must inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The CMAR will proceed promptly to complete and correct items on the list. Failure to include an item on the list does not alter the responsibility of the CMAR to complete all Work in accordance with the Contract Documents.
- 6.4.3** The CMAR will notify the City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.
- 6.4.4** Within 5 days of the City's receipt of the CMAR's notice, the City and the CMAR will jointly inspect the Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- 6.4.5** If the Work is substantially complete, the City will prepare and issue a Certificate of Substantial Completion that will establish (i) the date of Substantial Completion of the Work or portion of the Work, (ii) the remaining items of Work that have to be completed within 30 calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing the City's and the CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.
- 6.4.6** The City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items in Article 6.4.5 above, (ii) the CMAR and the City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) the City and the CMAR agree that the City's use or occupancy will not interfere with the CMAR's completion of the remaining Work.
- 6.4.7 Substantial Completion.** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, the City may release to the CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, not to exceed two and one half times (2.5) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.5 FINAL ACCEPTANCE

Upon receipt of written notice that the Work or identified portions of the Work are ready for final inspection and acceptance, the City and the CMAR will jointly inspect to verify that the remaining items of Work have been completed as described in Article 6.4. Upon verification that the items have been satisfactorily completed, the City will issue a Final Acceptance Letter.

6.6 FINAL PAYMENT

6.6.1 After receipt of a final CMAR Payment Request, and provided that the CMAR has completed all of the Work in conformance with the Contract Documents, the City will make final payment 14 days after the City has issued its Final Acceptance Letter.

6.6.2 At the time of submission of its final CMAR Payment Request, the CMAR will provide the following information:

1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect the City's interests;
2. An affidavit regarding settlement of claims executed by the CMAR waiving, upon receipt of final payment by the CMAR, all claims, except those claims previously made in writing to the City and remaining unsettled at the time of final payment; and
3. Consent of the CMAR's surety, if any, to final payment.

6.7 EXTENSION OF TIME FOR FINAL PERFORMANCE

In the event the CMAR is delayed in performing any task, which at the time of the delay is then critical, or which during the delay becomes critical, as the sole and exclusive result of any act or omission by the City, or someone acting on the City's behalf, or by City authorized Change Orders, unusually severe weather not reasonably anticipatable, fire, or other Acts of God, occurring without the fault or negligence of the CMAR, the date for achieving Substantial Completion, or, as applicable, final completion, will be appropriately adjusted by the City upon the written claim of the CMAR to the City filed in full compliance with the Contract Documents. A task is critical within the meaning of this Article if the task is on the critical path of the most recently approved Progress Schedule so that a Delay in performing the task will Delay the ultimate completion of the Project. ANY CLAIM FOR AN EXTENSION OF TIME BY THE CMAR MUST STRICTLY COMPLY WITH THE REQUIREMENTS OF ARTICLE 7 BELOW. IF THE CMAR FAILS TO MAKE SUCH CLAIM AS REQUIRED IN THIS ARTICLE, ANY CLAIM FOR AN EXTENSION WILL BE WAIVED AND SHALL BE DISMISSED.

6.8 PAYMENTS TO SUBCONTRACTORS OR SUPPLIER

6.8.1 The CMAR will pay its Subcontractors or suppliers within 7 calendar days after receipt of each progress payment from the City, unless otherwise agreed in writing by the CMAR and Subcontractor or supplier. The CMAR

will pay for the amount of the Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the CMAR will result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. The CMAR will pay Subcontractors or suppliers the reduced retention within 7 calendar days of the payment of the reduction of the retention to the CMAR. No Contract between the CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided in this Contract.

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

1. To hold the CMAR in default under this Contract;
2. Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;
3. Reject all future offers to perform work for the City from the CMAR for a period not to exceed one year from Substantial Completion date of this project; or
4. Terminate this Contract.

6.8.3 If the CMAR's payment to a Subcontractor or supplier is in dispute, the CMAR and Subcontractor or supplier agree to submit the dispute to any one of the following dispute resolution processes within 14 calendar days from the date any party gives notice to the other: (a) binding arbitration; (b) a form of alternative dispute resolution (ADR) agreeable to all parties, or (c) a City of Scottsdale facilitated mediation. When a disputed claim is resolved through ADR or otherwise, the CMAR and Subcontractor or supplier agrees to implement the resolution within 7 calendar days after the resolution date.

6.8.4 Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Article, this failure or delay will not be considered a waiver, release or modification of the requirements of this Article or of any of the terms or provisions of this Contract.

6.8.5 The CMAR will include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

6.9 RECORD KEEPING AND FINANCE CONTROLS

6.9.1 Records of the CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and the CMAR will be kept on a generally recognized accounting basis.

From the effective date of this Contract and until 3 years after the date of final payment by the City of Scottsdale to the CMAR, the City, its authorized

representative, and the appropriate federal or state agencies, reserve the right to audit the CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders or Contract Modifications. The City of Scottsdale or its authorized representative will have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and will be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale will give the Contractor or Subcontractor reasonable advance notice of intended audits.

The City reserves the right to decrease the Contract Price or payments made on this Contract if, upon audit of the CMAR's records, the audit discloses the CMAR has provided false, misleading, or inaccurate cost and pricing data.

- 6.9.2** The CMAR will include similar provisions in all of its Contracts with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and the appropriate Federal and State agencies, have access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.
- 6.9.3** The City reserves the right to decrease Contract Price or payments, or both, made on this Contract if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants or Subcontractors, or both, do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.
- 6.9.4** If an audit discloses overcharges, of any nature, by the CMAR to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the CMAR. Any adjustments or payments, or both, which must be made as a result of any audit or inspection of the CMAR's invoices and records will be made within a reasonable amount of time (not to exceed 90 days) after presentation of the City's findings to the CMAR.
- 6.9.5** This audit provision includes the right to inspect personnel records as required by Section 11.35.

ARTICLE 7 – CLAIMS AND DISPUTES

7.0 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF

7.1 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF

- 7.1.1** If either the CMAR or the City believes that it is entitled to relief against the other for any event arising out of or related to the Work, that party will provide written notice to the other party of the basis for its claim for relief. The claims shall set forth in detail all known facts and circumstances supporting the claim; final costs associated with any claim upon which

notice has been given must be submitted in writing to the City within thirty (30) days after notice has been received.

- 7.1.2** That notice will, if possible, be made before incurring any cost or expense and in accordance with any specific notice requirements contained in applicable Articles of the Contract.
- 7.1.3** Written notice will be given within a reasonable time, not to exceed ten (10) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 7.1.4** Notice must include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of the request. ANY NOTICE OF CLAIM NOT FILED WITH THE CITY WITHIN SUCH TIME AND IN COMPLIANCE WITH THE PRECEEDING PROVISIONS SHALL BE CONSIDERED TO HAVE BEEN WAIVED AND SHALL BE DISMISSED.
- 7.1.5** In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, unless emergency conditions exist, the CMAR shall strictly comply with the requirements of this section and such claim shall be made by the CMAR before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CMAR of any claims for compensation.
- 7.1.6** The CMAR must continue its performance under this contract regardless of the existence of any claims by the CMAR.
- 7.1.7** In a claim by the CMAR against the City for compensation in excess of the Contract sum, any liability of the City to the CMAR shall be strictly limited and computed in accordance with the Contract documents and shall in no event include indirect costs (such as home office overheads or consequential damages of the CMAR or any estimated costs or damages.

7.2 DISPUTE AVOIDANCE AND RESOLUTION

- 7.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the CMAR and the City each commit to resolving any disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- 7.2.2** The CMAR and the City will first attempt to resolve disputes or disagreements at the field level through discussions between the CMAR's Representative, the Project Manager and the Construction Coordinator.
- 7.2.3** If a dispute or disagreement cannot be resolved through the CMAR's Representative, and the City's Contract Administrator, the CMAR's Senior Representative and the City's Senior Representative, upon the request of

either party, will meet as soon as conveniently possible, but in no case later than 30 days after the request is made, to attempt to resolve the dispute or disagreements.

7.2.4 Before any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreements. Should the Parties' Senior Representatives be unable to resolve the dispute or disagreement, either party may proceed with any legal action authorized by law.

7.2.5 Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, the CMAR will continue to perform the Work and the City will continue to satisfy its payment obligations to the CMAR pending the final resolution of any dispute or disagreement between the CMAR and the City.

7.3 REPRESENTATIVES OF THE PARTIES

7.3.1 Contract Administrators

The City designates the individual listed below as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2:

City of Scottsdale

Gary Mascaro
Aviation Director
Aviation Business Center – Suite 100
15000 N. Airport Dr.
Scottsdale, AZ 85260
(480) 312-2321

The City designates the individual listed below as its Contract Administrator:

City of Scottsdale
Aviation Department
Chris Read, Contract Administrator
15000 N. Airport Drive, Suite 100
Scottsdale, Arizona 85260
(480) 312-2674

The City designates the individual listed below as its Construction Coordinator:

Mead & Hunt, Inc.
Scott Van Gompel, Project Manager
8800 E. Raintree Dr. #285
(480) 718-1896

7.3.2 CMAR's Representatives

The CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2:

Mike Abraham, President
J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop # 240
Phoenix, AZ 85040
602-390-1243

ARTICLE 8 – SUSPENSION AND TERMINATION

8.0 CITY'S RIGHT TO STOP WORK

The City may, at its discretion and without cause, order the CMAR in writing to stop and suspend the Work. Immediately after receiving this notice, the CMAR must discontinue advancing the Work specified in this Contract. The suspension may not exceed 180 consecutive days. If the City suspends the Work for 181 consecutive Days or more, the suspension will be a Contract termination for convenience.

The CMAR may seek an adjustment of the Contract Price or Contract Time, or both, if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by the City.

8.1 TERMINATION FOR CONVENIENCE

8.1.1 Upon receipt of written notice to the CMAR, the City has the right to terminate this Contract or abandon any portion of the Project for which services have not been performed by the CMAR.

1. The CMAR will estimate the value of the Work it has completed and submit its appraisal to the City for evaluation. The City will have the right to inspect the Work to appraise the Work completed.
2. The CMAR will receive compensation for services performed to the date of termination as provided in Article 6.5 of this Contract and the fee will be paid in accordance with Article 6.5.2, and will be an amount mutually agreed upon by the CMAR and the City. If there is no mutual agreement, the final determination will be made in accordance with Article 7.
3. The CMAR will not be entitled to anticipated profit or anticipated overhead, but is entitled to recover apportioned profit and overhead proportional to the amount of the Work completed. In no event will the fee exceed that stated in Article 8.1.4 of this Contract or as may be subsequently amended.
4. The City will make the final payment within 60 days after the CMAR has delivered the last of the partially completed items and the final fee has been agreed upon.

5. If the City terminates this Contract in accordance with the provisions of this Article and proceeds to construct the Project through its employees, agents or third parties, the City's rights to use the work product will be as provided in Article 8.3.

8.1.2 Upon any termination during construction services, the CMAR will proceed with the following obligations:

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the Work terminated.
4. Assign to the City all right, title and interest of the CMAR under the subcontracts terminated, in which case the City will have the right to settle or to pay any termination settlement proposal arising out of those terminations.
5. Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the CMAR and to which the City has or may acquire an interest.
6. Comply with the requirements of Article 6.6.2 (1), (2) and (3).

8.1.3 The CMAR will submit complete termination inventory schedules no later than 60 days from the date of the notice of termination.

8.1.4 The City will pay CMAR the following:

1. The direct value of its completed Work and materials supplied as of the date of termination;
2. The reasonable costs and expenses attributable to any termination; and
3. The CMAR will be entitled to profit and overhead on completed Work only, but will not be entitled to anticipated profit or anticipated overhead. If it appears the CMAR would have sustained a loss on the entire Work had the Project been completed, the CMAR will not be allowed profit and the City will reduce the settlement to reflect the indicated rate of loss.

8.1.5 The CMAR will maintain all records and documents for 3 years after final settlement. These records will be maintained and subject to auditing as prescribed in Article 6.8.

8.2 CANCELLATION FOR CAUSE

The City may also cancel this Contract or any part of this Contract with 7 days notice for cause in the event of any default by the CMAR, or if the CMAR fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance despite a reasonable opportunity to cure as judged by the Contract

Administrator, and failure to provide the City, upon request, with adequate assurances of future performance will all be causes allowing the City to cancel this Contract for cause. In the event of cancellation for cause, the CMAR will be entitled to amounts due and owing to the CMAR under this Contract for work performed, but will also be liable to the City for any and all damages available under the Contract sustained by reason of the default that gave rise to the cancellation.

8.3 CITY'S RIGHT TO PERFORM AND CANCEL FOR CAUSE

- 8.3.1** If the CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants or Subcontractors, or both, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as these times may be adjusted, or (vi) perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, has the rights stated in Articles 8.3.3, 8.3.4 and 8.3.5.
- 8.3.2** In the event the CMAR is in violation of any applicable Federal, State, County or City law, regulation or ordinance, the City may cancel this Contract immediately upon giving notice and a reasonable opportunity to cure to the CMAR. In the event the City cancels this Contract or any part of the services, the City will notify the CMAR in writing, and immediately upon receiving notice, the CMAR will discontinue advancing the Work under this Contract and proceed to close all operations.
- 8.3.3** If the City provides the CMAR with a written order to correct deficiencies, to provide adequate maintenance of traffic, adequate cleanup, adequate dust control, or to repair damage resulting from abnormal weather conditions, and the CMAR fails to comply within the time frame specified, the City may have work accomplished by other sources at the CMAR's expense.
- 8.3.4** Upon the occurrence of an event as stated in Article 8.3, the City may provide written notice to the CMAR that it intends to cancel the Contract unless the problem cited is cured, or commenced to be cured, within 7 days of the CMAR's receipt of notice.
- 8.3.5** If the CMAR fails to cure, or undertake reasonable efforts to cure the problem, then the City may give a second written notice to the CMAR of its intent to cancel within an additional 7 day period.
- 8.3.6** If the CMAR, within this second 7 day period, fails to cure, or undertake reasonable efforts to cure the problem, then the City may declare the Contract canceled for cause by providing written notice to the CMAR of this declaration.
- 8.3.7** Upon declaring the Contract canceled in accordance with Article 8.3.6, the City may enter upon the premises and take possession of all materials and equipment, for the purposes of completing the Work.

- 8.3.8** Upon cancellation or abandonment, the CMAR will 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.
- 8.3.9** The CMAR will appraise the Work it has completed and submit its appraisal to the City for evaluation.
- 8.3.10** If through any cause, the CMAR fails to fulfill in a timely and proper manner its obligations under this Contract, or if the CMAR violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the CMAR for the purpose of setoff until such time as the exact amount of damages due the City from the CMAR is determined by a court of competent jurisdiction.
- 8.3.11** In the event of cancellation for cause, the CMAR will not be entitled to receive any further payments under the Contract Documents until the Work is finally completed in accordance with the Contract Documents. At that time, the CMAR will only be entitled to be paid for Work performed and accepted by the City before its default.
- 8.3.12** If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the CMAR will be obligated to pay the difference to the City. These costs and expense will include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the procurement and defense of claims arising from the CMAR's default.
- 8.3.13** 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 Article 8.1.

ARTICLE 9 – INSURANCE AND BONDS

9.0 INSURANCE REQUIREMENTS

9.1 INSURANCE REQUIREMENTS

- 9.1.1** At the same time as execution of this Contract, the CMAR will furnish the City of Scottsdale a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona.
- 9.1.2** The CMAR, Subcontractors and Subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the Work by the CMAR, his agents, representatives, employees, or Subcontractors.

- 9.1.3** The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- 9.1.4** The City in no way warrants that the minimum limits contained in this Contract are sufficient to protect the CMAR from liabilities that might arise out of the performance of the Contract services under this Contract by the CMAR, his agents, representatives, employees, Subcontractors or Subconsultants and the CMAR is free to purchase any additional insurance as may be determined necessary.
- 9.1.5** 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.

9.2 MINIMUM SCOPE AND LIMITS OF INSURANCE. The CMAR will provide coverage and with limits of liability not less than those stated below.

9.2.1 Commercial General Liability - Occurrence Form

Commercial General Liability: CMAR must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$5,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 operations, independent contractors, products completed operations, personal injury and advertising injury. 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 underlying insurance.

9.2.2 Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles

Vehicle Liability: CMAR must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CMAR owned, hired, and non-owned vehicles assigned to or used in the performance of the CMAR’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 underlying insurance.

9.2.3 Workers Compensation and Employers Liability

Insurance: CMAR must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction

of CMAR employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

9.2.4 Professional Liability

Professional Liability: If the Contract is the subject of any professional services or work performed by the CMAR, or if the CMAR engages in any professional services or work adjunct or residual to performing the work under this Contract, the CMAR must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the CMAR, or anyone employed by the CMAR, or anyone whose acts, mistakes, errors and omissions the CMAR is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage will extend for 3 years past completion and acceptance of the work or services, and the CMAR, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

If there is no Professional Liability work or service as a part of this Contract, the City will waive the Professional Liability insurance requirement in writing.

9.2.5 Builders' Risk Insurance (Course of Construction).

The CMAR bears all responsibility for loss to all Work being performed and to buildings under construction. Unless waived in writing by the City of Scottsdale, the CMAR will purchase and maintain in force Builders' Risk-Installation insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss or Open Perils policy form, for the completed value at replacement cost equal to the GMP and all subsequent modifications. The CMAR's Builders' Risk-Installation insurance must be primary and not contributory; and waive all rights of subrogation against the City of Scottsdale, its officer, officials and employees.

1. Builders' Risk-Installation insurance must name the City of Scottsdale, the CMAR and all tiers of Subcontractors as Insureds as respects their insurable interest at the time of loss. It must contain a provision that this insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The CMAR is also required to give the City 30 days advance written notice of the coverage termination for this project. The City must also be named as a Loss Payee under Builders' Risk-Installation coverage.
2. Builders' Risk-Installation insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk-Installation insurance must provide coverage from the time any covered property comes under the CMAR's control and or responsibility, and continue without interruption during

course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

3. The CMAR must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk-Installation insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract.

The CMAR will be responsible for any and all deductibles under these policies and the CMAR waives all rights of recovery and subrogation against the City under the CMAR-provided Builders' Risk-Installation insurance described above.

4. The Builders' Risk insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City. Builders' Risk Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property requires to be covered.
5. All rights of subrogation are, by this Contract, waived against the City of Scottsdale, its officers, officials, agents and employees.

9.3 SELF-INSURED RETENTIONS. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

9.4 OTHER INSURANCE REQUIREMENTS. The policies are to contain, or be endorsed to contain, the following provisions:

9.4.1 Coverage Terms and Required Endorsements.

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CMAR including the City's general supervision of the CMAR; Products and Completed operations of the CMAR; and automobiles owned, leased, hired, or borrowed by the CMAR.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CMAR even if those limits of liability are in excess of those required by this Contract.

3. The CMAR's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of the coverage provided by the CMAR and must not contribute to it.
4. The CMAR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage provided by the CMAR must not be limited to the liability assumed under the indemnification provisions of this Contract.
6. The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CMAR for the City.
7. The CMAR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. The CMAR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Contract insurance requirements, including naming the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9.4.2 Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by the CMAR for the City.

9.5 SUBCONSULTANT'S AND SUBCONTRACTOR'S INSURANCE. Unless the CMAR's Subconsultants and Subcontractors can provide the same level of coverage as detailed in Article 9.2 and name the City and the CMAR as Additional Insureds, the CMAR's certificates must include all Subcontractors and Subconsultants as insureds under its policies or the CMAR must maintain separate certificates and endorsements for each Subcontractor and Subconsultant. All coverages for Subcontractors and Subconsultants must be in the amounts shown in Article 9.2. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk-Installation coverage.

9.6 NOTICE OF CANCELLATION. If the CMAR receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the CMAR's responsibility to provide prompt notice to the Contract Administrator of same to the City, unless such coverage is immediately replaced with similar policies. Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits except until after 30 days written notice has first been given, by certified mail, return receipt requested to:

City of Scottsdale
Risk Management Office
7447 East Indian School Road, Suite 225
Scottsdale, Arizona 85251

9.7 ACCEPTABILITY OF INSURERS. Without limiting any obligations or liabilities of the CMAR, the CMAR must purchase and maintain, at its own expense, the required minimum insurance with duly licensed or approved non-admitted insurers in the State of Arizona with an A.M. Best rating of not less than B++6 with policies and forms satisfactory to City. Failure to maintain insurance as required may result in termination of this Contract at the City's option.

9.8 VERIFICATION OF COVERAGE

9.8.1 The CMAR must furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

9.8.2 All certificates and endorsements are to be received and approved by the City before Work commences except for Builders' Risk Insurance, which must be received and approved as provided in Article 9.2.5. Each insurance policy required by this Contract must be in effect at or before the earlier of commencement of Work under the Contract Documents or the signing of this Contract except for Builders' Risk Insurance which must be in effect before commencement of Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

9.8.3 All certificates of insurance required by this Contract must be sent directly to the City of Scottsdale, Capital Project Management. **The project number and project description must be included on the Certificates of Insurance.** The City reserves the right to require complete certified copies of all insurance policies required by this Contract, at any time.

9.9 APPROVAL. Any modification or variation from the insurance requirements in this Contract must be approved by the Risk Management Division, whose decision is final. This action will not require a formal contract amendment, but may be made by administrative action.

9.10 BONDS AND OTHER PERFORMANCE SECURITY

9.10.1 Before execution of this Contract, the CMAR must provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP. Bonds must be submitted in accordance with Title 34, Chapter 6 of the Arizona Revised Statutes and will be in substantially the same form as Exhibits C and D attached to this Contract.

9.10.2 Each bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of

the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within 2 years before the execution of this Contract.

9.10.3 The bonds must be made payable and acceptable to the City of Scottsdale.

9.10.4 The bonds must be written or countersigned by an authorized representative of the surety and the bonds must have attached a certified copy of the Power of Attorney of the signing official.

1. If one Power of Attorney is submitted, it must be for twice the total GMP amount.

2. If two Powers of Attorney are submitted; each must be for the total GMP amount. Personal or individual bonds are not acceptable.

9.10.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CMAR must promptly furnish a copy of the bonds or permit a copy to be made.

9.10.6 All bonds submitted for this Project must be provided by a company which has been rated "A- or better" by the A.M. Best Company.

ARTICLE 10 – INDEMNIFICATION

10.0 CMAR'S GENERAL INDEMNIFICATION. To the fullest extent permitted by law, upon the assertion of a claim, the CMAR, its successors, assigns and guarantors, must defend, indemnify and hold harmless the 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, investigation and litigation, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, related to, arising from or out of, or resulting from any act, omission, negligence, recklessness, or intentional wrongful conduct by the CMAR or any of its owners, officers, directors, agents, or employees performing work or services under 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 by any of the CMAR employees. This indemnity includes any claim or amount arising out of, or recovered under, the Worker's Compensation Law or arising out of the failure of the CMAR to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. . The CMAR will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the CMAR agrees to waive all rights of subrogation against the City, its officers, agents, representatives, directors, officials, and employees for losses arising from the work performed by the CMAR for the City.

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

10.1 INTELLECTUAL PROPERTY

- 10.1.1** The CMAR must pay all royalties and license fees associated with its performance of services.
- 10.1.2** The CMAR must defend any action or proceeding brought against the City based on any claim that the Work, or any part of it, or the operation or use of the Work or any part of it, constitutes infringement of any United States patent or copyright, now or subsequently issued. The City will give prompt written notice to the CMAR of any action or proceeding and will reasonably provide authority, information and assistance in the defense of the action. The CMAR will indemnify and hold harmless the City from and against all damages, expenses, losses, royalties, profits and costs, including but not limited to attorneys' fees and expenses awarded against the City or the CMAR in any action or proceeding. The CMAR agrees to keep the City informed of all developments in the defense of these actions. The City may be represented by and actively participate through its own counsel in any suit or proceedings if it so desires.
- 10.1.3** If the City is enjoined from the operation or use of the Work, or any part of the Work, as the result of any patent or copyright suit, claim, or proceeding, the CMAR must at its sole expense take reasonable steps to procure the right to operate or use the Work. If the CMAR cannot procure the right within a reasonable time, the CMAR must promptly, at the CMAR's option and at the CMAR's expense, (i) modify the Work so as to avoid infringement of any patent or copyright or (ii) replace the Work with Work that does not infringe or violate any patent or copyright.
- 10.1.4** Articles 10.1.2 and 10.1.3 above will not be applicable to the extent any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by the City and not offered or recommended by the CMAR to the City or (ii) arising from modifications to the Work by the City or its agents after acceptance of the Work, or (iii) relating to the copyrights of any specification, drawings, or any Design Documents provided by the City, the Design Professional, any consultant retained by the City, or by a Subcontractor or Supplier.
- 10.1.5** The obligations contained in this Article 10.1 will constitute the sole Contract between the parties relating to liability for infringement or violation of any patent or copyright.

ARTICLE 11 – GENERAL PROVISIONS

- 11.0** The CMAR is advised to contact the City of Scottsdale Development Services to determine the requirements for obtaining a permit for marshaling areas it proposes to use. Marshaling areas must be fenced. The CMAR must obtain written approval from the property owner for marshaling area use. This approval must contain any requirements which are a condition of this approval. Marshaling yard requirements according to M.A.G. Subsection 107.6.1 and the City of Scottsdale Supplemental Specifications will apply.

11.1 CONTRACT DOCUMENTS

11.1.1 Contract Documents are as defined in Article 12.

11.1.2 The Contract Documents form the entire Contract between the City and the CMAR. No oral representations or other Contracts have been made by the parties except as specifically stated in the Contract Documents.

11.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence in the order in which they are listed in the definition of Contract Documents in Article 12. As to drawings and plans, given dimensions will take precedence over scaled measurements, and large scale plans over small-scale plans. Contract specifications will take precedence over Contract plans.

11.1.4 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

11.1.5 This Contract, the Plans, Standard Specifications and Details, Special Provisions, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders (if any) are by reference made a part of this Contract.

11.1.6 Work Product

1. All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared or procured in the performance of this Contract (collectively referred to as documents) are to be and remain the property of the City and are to be delivered to the City before the final payment is made to the CMAR. In the event these documents are altered, modified or adapted without the written consent of the CMAR or the Subconsultants, which consent the CMAR or the Subconsultants will not unreasonably withhold, the City agrees to hold the CMAR and the Subconsultants harmless to the extent permitted by law from the legal liability arising out of the City's alteration, modification or adoption of the documents.
2. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed, created by the CMAR, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CMAR.

11.2 AMENDMENTS. The Contract Documents may not be changed, altered, modified, or amended in any way except in writing signed by a duly authorized representative of each party.

- 11.3 TIME IS OF THE ESSENCE.** The City and the CMAR mutually agree that time is of the essence with respect to the dates and times contained in the Contract Documents.
- 11.4 MUTUAL OBLIGATIONS.** The City and the CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.
- 11.5 COOPERATION AND FURTHER DOCUMENTATION.** The CMAR agrees to provide the documents, as the City will reasonably request to implement the intent of the Contract Documents.
- 11.6 ASSIGNMENT.** Neither the CMAR nor the City will, without the written consent of the other assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents.
- 11.7 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, riots, acts of war, acts of terrorism, epidemics, labor disputes not arising out of the actions of the CMAR, governmental regulations imposed after the fact, fire, communication line failures, or power failures.
- 11.8 FUNDS APPROPRIATION.** If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the CMAR at least 30 days before the end of its current fiscal period and will pay the CMAR for all approved charges incurred through the end of this period.
- 11.9 CONSTRUCTION METHODS.** If the City provides the CMAR with a written order to provide adequate maintenance of traffic, clean-up, dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CMAR fails to comply in the time frame specified, the City may have work accomplished by other sources at the CMAR's expense.
- 11.10 UTILITY RELOCATIONS FOR CONSTRUCTION METHODS.** If any utility is relocated or rebuilt to accommodate the CMAR's construction methods and available equipment, the expense will be borne by the CMAR.
- 11.11 DAMAGED UTILITIES DURING CONSTRUCTION.** Any utilities damaged during construction will be replaced at the CMAR's expense as required by the M.A.G. Standard Specifications.
- 11.12 THIRD PARTY BENEFICIARY.** The Contract Documents shall not be construed to give any rights or benefits to anyone other than the City and the CMAR, and all duties and responsibilities undertaken in accordance with the Contract Documents shall be for the sole and exclusive benefit of the City and the CMAR and not for the benefit of any other party.
- 11.13 GOVERNING LAW.** The Contract and all Contract Documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any

remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona. .

- 11.14 SEVERABILITY.** If any provision of the Contract Documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and their application will not be affected and are enforceable to the fullest extent permitted by law. In accordance with the provisions of ARS § 41-194.01, should the Attorney General give notice to the City that any provisions of the Contract violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Contract and the City and the CMAR shall, within 10 days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s). If the parties are unable to negotiate a resolution to any issues related to the severed provision(s), the City may terminate this Contract in accordance with the provisions of Article 8 hereof.
- 11.15 LEGAL REQUIREMENTS.** The CMAR will perform all Work in accordance with all Legal Requirements and will provide all notices applicable to the Work as required by the Legal Requirements.
- 11.16 INDEPENDENT CONTRACTOR.** The CMAR is and will be an independent contractor and not an employee or agent of the City.
- 11.17 CITY'S RIGHT OF CANCELLATION.** All parties to this Contract acknowledge that it is subject to cancellation by the City of Scottsdale as provided by Section 38-511, Arizona Revised Statutes.
- 11.18 SURVIVAL.** All warranties, representations and indemnifications by the CMAR will survive the completion or termination of this Contract.
- 11.19 COVENANTS AGAINST CONTINGENT FEES.** The CMAR warrants that no person other than a bona fide employee working solely for the CMAR has been employed or retained to solicit or secure this Contract or any Contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this covenant, the City will have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, together with costs and attorney's fees.
- 11.20 SUCCESSORSHIP.** The CMAR and the City agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the CMAR, its successors and assigns, including any individual, company, partnership or other entity with or into which the CMAR merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the CMAR sells its assets.
- 11.21 ATTORNEY'S FEES.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party will be entitled to receive from the other party an award of reasonable attorneys' fees and reasonable costs and expenses..

11.22 HEADINGS. The headings used in this Contract, or any other Contract Documents, are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

11.23 NO WAIVER. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract Documents, or the right of either party to enforce each and every provision.

11.24 NOTICE. All notices or demands required to be given, in accordance with the terms of this Contract, will be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this paragraph. Notice given by facsimile or electronic mail (email) will not be considered adequate notice.

To City:	Chris Read, Contract Administrator Scottsdale Airport 15000 N. Airport Dr. #100 Scottsdale, Arizona 85260
To CMAR:	Mike Abraham, President J. Banicki Construction, Inc. 4720 E. Cotton Gin Loop # 240 Phoenix, AZ 85040

11.25 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract the CMAR will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Federal government’s Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sexual orientation, gender identity, or national origin. The CMAR must include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight. The CMAR 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 CMAR 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.

11.26 NO PREFERENTIAL TREATMENT OR DISCRIMINATION: In accordance with the provisions of 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. **Additional City Rights Regarding Security Inquiries.** In addition to the foregoing, the City reserves the right to: (1) have an employee/prospective employee of the CMAR be required to provide fingerprints and execute other documentation as may be necessary to

obtain criminal justice information pursuant to A.R.S. §41-1750(G)(4); (2) act on newly acquired information whether or not the information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of the CMAR's employees or prospective employees, or both; and, (4) object, at any time and for any reason, to an employee of the CMAR performing Work (including supervision and oversight) under this Contract.

11.26.1 Terms of this Provision Applicable to all of CMAR's Contracts and Subcontracts. The CMAR will include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

11.26.2 Materiality of Security Inquiry Provisions. The Security Inquiry provisions of this Contract are material to the City's entry into this Contract and any breach by the CMAR may, at the City's sole option and unfettered discretion, be considered to be a breach of contract of

11.26.3 sufficient magnitude to terminate this Contract. Termination will subject the CMAR to liability for its breach of contract.

11.27 HAZARDOUS MATERIALS. Upon discovery of hazardous materials the CMAR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

11.27.1 Unless included in the Work, if the CMAR encounters onsite or as material to be incorporated in the Work, any material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by public health laws, he will immediately stop work and report the condition to the City.

11.27.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by public health laws, the CMAR will not resume work in the affected area until the material has been abated or rendered harmless. The CMAR and the City may agree, in writing, to continue Work in non-affected areas onsite.

11.27.3 An extension of Contract Time may be granted in accordance with Article 6.

11.27.4 The CMAR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

11.27.5 Despite the provisions of this Article 11.27, the City is not responsible for Hazardous Conditions introduced to the Site by the CMAR, Subcontractors or anyone for whose acts they may be liable. The CMAR will indemnify, defend and hold harmless the City and the City's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by the CMAR, Subcontractors or anyone for whose acts they may be liable.

11.28 TRAFFIC CONTROL

- 11.28.1** Complete street closures will not be permitted unless specified in the Special Provisions. The Traffic Engineering Director or designee must approve the timing and sequence of street closures at least 2 weeks before the closure. This approval is necessary to provide coordination with other roadway projects and special events.
- 11.28.2** Adequate barricades and lighted warning signs must be installed and maintained by the CMAR throughout the duration of the Project. All traffic control must be in accordance with the City of Phoenix Traffic Control Manual or the approved barricade plan unless otherwise specified in the Special Provisions.
- 11.28.3** The CMAR must submit a construction schedule and a barricade plan to the Construction Coordinator for approval or modification at least 72 hours before construction is initiated. After review, the Construction Coordinator will forward the construction schedule and barricade plan to the Right of Way Manager (Traffic Engineering). The Construction Coordinator will return the approved barricade plan to the Contractor or ask for additional information.
- 11.28.4** The CMAR will comply with all provisions of the City of Phoenix Traffic Barricade Manual and any other traffic control provisions as may be provided in the technical specifications or in the approved barricade plan.
- 11.28.5** The CMAR must insure that placement and maintenance of all temporary traffic control adheres to the City's Barricade Ordinance. Violations of the Ordinance are subject to fines set forth in the Ordinance.

11.29 MATERIAL SOURCE. No material source has been designated by the City for use on this Project. MAG Specification, Section 106 will apply as will 2008 ADOT Standard Specifications, Section 106.1, 106.2, 106.7 & 106.8, which outline controls and Section 1001-1, -2, & -4, concerning approval of Contractor furnished material source and supplemental Contracts in regards to environmental analysis and the liability for materials testing costs.

- 11.29.1** A CMAR and Subcontractor furnished source will be defined as a material source, which is neither an A.D.O.T. furnished source nor a commercial source, as defined in this Contract.
- 11.29.2** A commercial source will be defined as a material source in which the owner or producer has been for at least one year regularly engaged during regular business hours on a continuous basis in the processing and selling of sand, rock, ready mixed Portland cement concrete, asphaltic concrete and other similar products normally produced and sold to all parties. The company will have an Arizona retail sales tax license.
- 11.29.3** The CMAR and Subcontractor furnished material sources situated in the 100-year flood plain of any stream or watercourse, and located within 1.0 mile upstream and 2.0 miles downstream of any highway structure or surfaced roadway crossing will not be allowed.

11.29.4 The location of any new material source or existing non-commercial material source proposed for use on this Project will be reviewed by the appropriate agency having flood plain management jurisdiction over the area of proposed source location. The CMAR and Subcontractor will obtain a letter from the agency addressed to the Contract Administrator certifying that the proposed source location conforms to the requirements of this Contract and applicable Standard Specifications as referenced.

11.30 The CMAR will familiarize itself with the nature and extent of the Contract documents, work to be performed, all local conditions, and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

11.31 The CMAR will take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Scottsdale's Ordinance No. 1438, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.

11.32 ENDANGERED HARDWOODS. Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions will not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

11.33 HOURS OF WORK

11.33.1 The City recognizes the time sensitive nature of the work and the fact that the City Airport will necessarily be closed to air traffic during the construction period. Accordingly, the Contract Administrator will work with CMAR to extend work hours as much as reasonably possible for an expeditious completion of construction.

11.33.2 The CMAR must submit a written request to the Building Official for a variance from the required work hours at least 7 days before the date for which the variance is desired. Variances will not be granted for more than 30 days at a time. A new application must be made for each additional variance. The CMAR must notify adjacent property owners of the intended work and the duration of the requested variance. Proof of notification must be presented to the building official before the variance can be granted.

1. The application for the variance must demonstrate justifiable cause why the work must be done outside the prescribed time period (e.g. pouring concrete during "summer hours"). A variance will not be granted based solely on convenience or for work that can be completed during daytime construction hours.
2. The application for a variance must state the construction permit number, the address of the work, type of work, time period of the work, and the duration of the variance.

11.34 COMPLIANCE WITH FEDERAL AND STATE LAWS. The CMAR understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CMAR agrees that the performance of this Work will be in accordance with these laws and to permit the City to verify compliance. The CMAR will also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. §34-302, as amended, "Residence Requirements for Employees". The CMAR will 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 CMAR warrants to the City that the CMAR and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the CMAR 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 CMAR or any of its subcontractors will be considered a material breach of this Contract and may subject the CMAR 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 CMAR or any subcontractor who works on this Contract to ensure that the CMAR or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the CMAR and any of its subcontractors to ensure compliance with this warranty. The CMAR 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 related to the performance of this Work.

The City will not consider the CMAR or any of its subcontractors in material breach of this Contract if the CMAR 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.

The provisions of this Article must be included in any contract the CMAR 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 CMAR will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The CMAR'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.

11.34.1 Compliance with Americans with Disabilities Act

The CMAR 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. The CMAR 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; provided, however, that the CMAR shall not be responsible for violations that occur based on compliance with the drawings, specifications, or other Design Documents provided by City, the City's consultants, or the Design Professional. The CMAR agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of the CMAR, its employees, agents or assigns will constitute a material breach of this Contract.

11.34.2 Federal Contract Provisions

The CMAR acknowledges that the project is funded with assistance from the Federal Aviation Administration ("FAA"). As such, CMAR shall perform all work under this Contract in accordance with FAA grant rules and procedures as set forth in Exhibit F and any such FAA rules and procedures shall superseded any contrary provisions in this contract.

11.35 DATA CONFIDENTIALITY

11.35.1 As used in this Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CMAR in the performance of this Contract.

11.35.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR in connection with the CMAR's performance of this Contract is confidential and proprietary information belonging to the City.

11.35.3 Except for Subcontractors, Material and Equipment Suppliers, Consultants or other like parties necessary to complete the Work or as required by the City, the CMAR will not divulge data to any third party without first obtaining the written consent of the City. The CMAR will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided the CMAR has first given the required notice to the City:

1. Data, which is or becomes publicly available other than as a result of a violation of this Contract;
2. Data, which was in the CMAR's possession legally and without restrictions before its performance under this Contract. unless the data was acquired in connection with the Work performed for the City;

3. Data, which was acquired by the CMAR in its performance under this Contract and which was disclosed to the CMAR by a third party, who to the best of the CMAR's knowledge and belief, had the legal right to make any disclosure and the CMAR is not otherwise required to hold the data in confidence; or
4. Data, which is required to be disclosed by virtue of law, regulation, or court order to which the CMAR is subject.

11.35.4 In the event the CMAR is required or requested to disclose data to a third party, or any other information to which the CMAR became privy as a result of any other contract with the City, the CMAR will first notify the City as required in this Article of the request or demand for the data. The CMAR will give the City sufficient facts so that the City can be given an opportunity to first give its consent or take the action that the City may consider appropriate to protect the data or other information from disclosure.

11.35.5 The CMAR, unless prohibited by law, shall promptly deliver, as stated in this Article a copy of all data in its possession and control to the City. All data will continue to be subject to the confidentiality requirements of this Contract.

11.35.6 The CMAR assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Article are violated by the CMAR, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Article will cause irreparable harm that justifies injunctive relief in court.

11.36 TAXES AND INDEMNIFICATION

The fee listed in this Contract includes any and all taxes applicable to the activities authorized by this Contract. The City will have no obligation to pay additional amounts for taxes of any type. CMAR and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the CMAR. CMAR shall, and require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

11.37 CONFLICT OF INTEREST

11.37.1 To evaluate and avoid potential conflicts of interest, the CMAR will provide written notice to the City, as stated in this Article, of any work or services performed by the CMAR for third parties that may involve or be associated with any real property or personal property owned or leased by the City. The notice will be given 7 business days before commencement of the Project by the CMAR for a third party, or 7 business days before an adverse action as defined below. Written notice and disclosure will be sent to the City's Senior Representative identified in Article 7.3.

11.37.2 Actions that are considered to be adverse to the City under this Contract include but are not limited to:

1. Using data as defined in this Contract acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and
3. Using data to produce income for the CMAR or its employees independently of performing the services under this Contract, without first obtaining the written consent of the City.

11.37.3 The CMAR represents that except for those persons, entities and projects identified to the City, the services to be performed by the CMAR under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

11.37.4 The CMAR's failure to provide a written notice and disclosure of the information as required in this Article on Conflicts of Interest will constitute a material breach of this Contract.

11.38 COMMENCEMENT OF STATUTORY LIMITATION PERIOD AND STATUTE OF REPOSE

11.38.1 Before Final Completion. As to acts or failures to act occurring before the relevant date of Final Completion, any applicable statute of limitations will commence to run and any alleged cause of action will have accrued in any and all events not later than the date of Final Completion.

11.38.2 Between Punch List Preparation and Final Completion. As to acts or failures to act occurring between the relevant date of Punch List Preparation and before Final Completion, any applicable statute of limitation will begin to run and any alleged cause of action will have accrued in any events not later than the date of Final Completion.

11.38.3 After Completion. As to acts or failures to act occurring after the date of Final Completion, any applicable statute of limitations will commence to run and any alleged cause of action will have accrued in any and all events not later than the date of any correction of the Work or failure to correct the Work by the CMAR, or the date of actual commission of any other act or failure to perform any duty or obligation by the CMAR or the City, whichever occurs last.

11.38.4 Statute of Repose. The time period for the applicable Statute of Repose will begin to run at the time specified in A.R.S §12-552 as it is amended or renumbered from time to time.

11.39 NO BOYCOTT OF ISRAEL

By entering into a contract with the City, the CMAR 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.

11.40 EXISTING WORK OCCURRING NEAR TRAFFIC SIGNAL EQUIPMENT

The CMAR will use due care when excavating at or near intersections where traffic signal underground conduit is located. The CMAR will notify the CPM Inspector, 48 hours in advance, of any work at the intersections. The CMAR will be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the Streets Department when underground conduit is to be severed by excavations at the intersection. The Traffic Signals Supervisor will have all underground traffic conduit located and will provide the necessary City Traffic Signal Technicians to assist the CMAR in identifying wiring phases and direction of conduit runs upon 24 hours notice from the CMAR and at least 1 day before the CMAR's scheduled wiring and installation of temporary cables. The CMAR will be responsible for the wiring and connection of all temporary cable within the pull boxes and terminal compartments. The Traffic Signals Supervisor will provide a City Traffic Signal Technician to assist the CMAR with connecting field wiring within the traffic signal control cabinet. The CMAR will provide, at his expense, 2 off-duty uniformed Police Officers to direct traffic while the traffic signal is turned off and the wiring is transferred. The CMAR will be responsible as specified by the Streets Department for the repair and restoration of all traffic signal overhead and underground items that have been damaged or modified. Intersections with communications or CCTV cameras will be restored to full functionality within 24 hours, if they are disturbed during construction. The CPM Inspector will contact the Traffic Management Center (TMC) (480) 312-7777, 24 hours in advance, to coordinate the outage. The City does not allow the splicing of Magnetic Detector Loops.

11.41 TEMPORARY TRAFFIC SIGNALS

The CMAR will provide and install temporary traffic signals if at any time during construction the alignment of the traffic lanes is such that two traffic signal indications for any movement are not within a 20 degree cone of vision from the driver's eye located ten feet behind the stop bar position as specified in Section 4D.15 of the MUTCD. The CMAR will submit a temporary traffic signal plan to the Construction Coordinator for approval at least 14 days in advance of installation of the temporary traffic signal equipment. For short durations, the CMAR may obtain approval from the Construction Coordinator to utilize a uniformed Police Officer to direct traffic through the intersection when the above criteria are not met. The Construction Coordinator shall be responsible for notifying the City of Scottsdale Intelligent Transportation Systems (ITS) division of any and all changes that will have an effect on the normal flow of traffic operation. (See TMC note above)

11.42 TEMPORARY VEHICLE DETECTION

For all construction projects in the City of Scottsdale within duration of 15 days or more, temporary vehicle detection will be required for all approaches at signalized intersections that currently have loop detection which will be disturbed by the construction. In addition, traffic signal communications (telephone or other) to the

central signal computer and CCTV (if present) will be maintained continuously during the course of the project. Work under this item will consist of furnishing all labor, equipment and materials necessary to install temporary traffic signal detection, and maintain signal communications. The CMAR or sub-contractor through the life of the project will maintain the detection zones and communications by ensuring full functionality 24 hours a day, 7 days a week. The CMAR will be responsible for the ongoing operation of the detection equipment, which may require redeployment of detection zones as traffic barricading and lane use changes require.

The work will be performed as specified in Sections 11.38 – 11.40, herein and as directed by the Construction Coordinator, Traffic Engineering and Signal Maintenance Departments.

ARTICLE 12 – DEFINITIONS

“Addenda” – Written or graphic instruments issued before the submittal of the GMP Proposal(s), which clarify, correct, or change the GMP Proposal(s) requirements.

“Allowance” means an agreed amount by the City and the CMAR for items which may be required to complete the scope of work.

“Alternate Systems Evaluations” - Alternatives for design, means, and methods or other scope of work considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

“As-built Document” – “As-built in construction is equivalent to “as-is.” Drawings deemed “as-built” are final drawings that include all changes made during the actual construction process. These drawings represent the actual existing constructed conditions as opposed to designs or a proposed condition. The As-built Documents should be per Arizona Revised Statute 32-152.

“Blueline or Blackline Prints” – Prints that allows comparison of document versions to show what has been revised.

“Change Order” – means a written order to the CMAR executed by the City after execution of this Contract, directing a change in the Work. A Change Order may include a change in the Contract Price (other than a change attributable to damages to the CMAR for delay as provided in Article 5 hereof) or the time for the CMAR’s performance, or any combination thereof. .

“City” (“Owner”) means the City of Scottsdale, Arizona, an Arizona municipal corporation. Regulatory activities handled by the City of Scottsdale Development Services, Planning and Fire Departments or any other City department are not subject to the responsibilities of the City under this Contract.

“City’s Project Contingency” is an allowance established solely by the City to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes or unforeseen site conditions. The City’s Project Contingency will be added to the GMP amount provided by the CMAR, the sum of which will be the full contract price for construction. Taxes will be applied by the CMAR at the time that the City’s Project

Contingency is used. Any CMAR Construction Fee on changes using the City's Project Contingency will be determined under Article 5.

"City's Senior Representative" means the person designated in Article 7.3.

"CMAR Construction Fee" is a negotiated fixed fee that is proposed by the CMAR for the project as defined in Article 4.3.

"Claim" means a written request for either payment of additional monies or extension of contract time, submitted in accordance with the terms of this Contract or applicable law.

"Clarifications and Assumptions List means a list prepared by the CMAR and accepted by the Contract Administrator. Generally the List identifies the CMAR's means and methods used in developing the GMP and identifies unresolved construction or site issues that may impact construction progress. The List of Clarifications and Assumptions may need additional confirmation or study by the project design team to avoid cost impact to the GMP.

"Construction Change Directive" means an alternate mechanism for directing the CMAR to perform additional work under the Contract when time and/or cost of the work is not in agreement between the City and the CMAR. Construction Change Directives must comply with the provisions of Rule 2-200.1 of the City's Procurement Code.

"Construction Coordinator" means a City employee who coordinates the daily construction activities with the contractor, and with their inspection staff that performs quality control inspections, enforces project plans and specifications and adopted City codes and ordinances.

"Construction Documents" means the plans; specifications and drawings prepared by the Design Professional after correcting for permit review requirements and incorporating addenda and approved change orders.

"Contract Administrator" means the person designated in Article 7.3.

"CMAR's Representative" means the person designated in Article 7.3.2.

"CMAR's Senior Representative" means the person designated in Article 7.3.2.

"Contract Documents" means the following items and documents in descending order of precedence executed by the City and the CMAR: (i) all written modifications, addenda and Change Orders; (ii) this Contract, including all exhibits and attachments; (iii) written Supplementary Conditions; (iv) Construction Documents; (v) GMP Plans and Specifications; and (vi) the Preconstruction Agreement.

"Contract Time(s)" means the Day(s) set forth in Article 3 subject to adjustment in accordance with this Contract.

"Cost of the Work" means the direct costs necessarily incurred by the CMAR in the proper performance of the Work as defined in Article 4.3.

"Day(s)" mean calendar days unless otherwise specifically noted in the Contract Documents.

"Delay" means an unanticipated event or interference with the progress of a critical path work activity being performed at the time that causes the completion date of the Project to be

extended. Delays may be caused by the City, the CMAR, third parties or Force Majeure events. Delays may be excusable, compensable, non-compensable or concurrent.

“Delay, Compensable” means delay that results from the City’s actions or inactions that entitle the CMAR to both a time extension and delay damages.

“Delay, Concurrent” means two or more delays, within the same timeframe, both of which would independently impact the Project’s critical path. If one delay is caused by the City and the other by the CMAR, the CMAR will generally be entitled to an excusable, non-compensable time extension, to the degree the delays may “overlap.”

“Delay, Excusable” means an unforeseeable delay caused by an event beyond the control and without the fault or negligence of the CMAR (including its suppliers and subcontractors). Excusable delays may be compensable or non-compensable, depending upon whether the terms of the Contract or the law allows recovery of delay costs. Unless otherwise shown, it will generally be presumed that these delays are non-compensable.

“Delay, Non-Excusable” means a delay within the control of the CMAR, its suppliers and subcontractors, or a delay resulting from a risk taken by the CMAR under the terms of the Contract. The CMAR will not be due any time extension or delay damages, and may be responsible for paying to the City, actual or liquidated damages for the delay.

“Deliverables” means the work products prepared by the CMAR in performing the scope of work described in this Contract or required by the Project Team.

“Design Team” refers to licensed design professionals that have been selected to work on the Project by the City.

“Design Phase Services Agreement” means the Preconstruction Agreement entered into between the CMAR and the City as referenced in this Contract. This Agreement will contain the provisions associated with the development of the GMP Proposal by the CMAR. Wherever a conflict exists between this Contract and the Preconstruction Agreement, the terms of this Contract will control.

“Differing Site Conditions” - Comply with M.A.G Standard Specifications Subsection 102.4.

“Drawings” (“Plans”) - Documents which visually represent the scope, extent, and character of the Work to be furnished and performed by the CMAR during the construction phase and which have been prepared or approved by the Design Professional and the City. Drawings include documents that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review or use in performing constructability or biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100%), but “*not for construction*”. Drawings do not include shop drawings.

“Effective Date of this Contract” - The date specified in this Contract on which the Contract becomes effective, but if no date is specified, the date on which the City executes this Contract.

“Field Order” means a written field directive prepared and signed by the City, directing a change in work that may or may not include an adjustment in contract price or contract time.

“Final Acceptance” means the completion of all the Work as prescribed in Article 3.3.8.

“General Conditions” are negotiated indirect costs of the Work necessarily incurred by the CMAR as defined in Article 4.3.

“Guaranteed Maximum Price (GMP) Plans and Specifications” means the documents used to establish the GMP and made part of this Contract by reference.

“Guaranteed Maximum Price” or “GMP” means the sum of the maximum cost of the Work as given in the GMP proposal including the CMAR’s direct costs, indirect costs as defined in Article 4.3.

“Guaranteed Maximum Price (GMP) Proposal” - The offer or proposal of the CMAR submitted on the prescribed form stating the GMP prices for the entire Work or portions of the Work to be performed during the construction phase.

“Hazardous Substance” -_means:

- (a) Any substance designated pursuant to sections 311(b) (2) (A) and 307(a) of the clean water act.
- (b) Any element, compound, mixture, solution or substance designated pursuant to section 102 of CERCLA.
- (c) Any hazardous waste having the characteristics identified under or listed pursuant to section 49-922.
- (d) Any hazardous air pollutant listed under section 112 of the federal clean air act (42 United States Code section 7412).
- (e) Any imminently hazardous chemical substance or mixture with respect to which the administrator has taken action pursuant to section 7 of the federal toxic substances control act (15 United States Code section 2606).
- (f) Any substance which the director, by rule, either designates as a hazardous substance following the designation of the substance by the administrator under the authority described in subdivisions (a) through (e) of this paragraph or designates as a hazardous substance on the basis of a determination that such substance represents an imminent and substantial endangerment to public health.

“Indirect Costs” are the General Conditions, Payment and Performance Bonds, Insurance, Taxes, and Permitting and Licensing Fees as defined in Article 4.3.

“Informational Submittals” – Submittals are required (common with construction projects) for the architect and engineer to verify that the correct products and quantities will be installed on a project.

“Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-governmental entity having jurisdiction over the Project or Site, the practices involved in the Project, Site, or any Work.

“Liquidated Damages” means an amount the CMAR will pay as required in Article 3.4.

“Must” as used in this Contract is mandatory.

“Notice to Proceed” means a written notice given by the City to the CMAR fixing the date on which the CMAR will commence performance of the CMAR’s obligations under this Contract.

“Owner Agent,” “City’s Agent” or “Owner Representative” see “City’s Senior Representative.”

“Payment Request” means a monthly progress payment request that is based on a monthly estimate of the dollar value of the Work completed.

“Preconstruction Services” means advice given during the design phase. Preconstruction Services will be contracted for between the City and the CMAR in accordance with the provisions of Article 1.3.1, as required by A.R.S. §34-603(C) (1) (c). Services may include the following: design review, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, GMP preparation, and subcontractor bid phase services.

“Preconstruction Agreement” means the Contract between the City and the CMAR for the services provided by the CMAR during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimate, GMP preparation, and subcontractor bid phase services.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CMAR to illustrate materials or equipment for some portion of the Work.

“Professional Certification” – Professional certification is a designation which indicates that a person is qualified to perform a job or task. Professional certification can be trade certification or professional designation.

“Project” means the Work to be completed in the execution of this Contract as described in the Recitals and in Exhibit A attached.

“Project Record Documents” means the documents created pursuant to Article 1.6.

“Project Record Drawing Prints” – Set of current design drawings used by construction contractor for reference during construction. These drawings are typically marked up during the construction process, and are used to develop the subsequent “as-built” drawings.

“Project Team” – Consists of the Design Professional, the CMAR, the Contract Administrator, the City’s representatives and other stakeholders who are responsible for making decisions regarding the Project.

“Punch List” means those minor items of Work to be completed before Final Acceptance which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent the issuance of a Certificate of Occupancy.

“Samples” means physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

“Savings” means the difference between the Guaranteed Maximum Price and the Final Cost of the Work (including CMAR’s Fee). One Hundred Percent (100%) of Savings will accrue to the City, unless otherwise agreed in the itemization of the Guaranteed Maximum Price.

“Schedule of Values (SOV)” means the Document specified in the construction phase, which divides the Contract Price into pay items so that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on whether the Progress Schedule is cost-loaded or not.

“Shop Drawings” mean drawings, diagrams, schedules and other data specially prepared for the Work by the CMAR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Site” means the land or premises on which the Project is located generally described as the following location: 15000 N. Airport Drive, The CMAR will require all subcontractors to include the street address of the Project Site in their contracts.

“Specifications” means those sections of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain applicable administrative details.

“Subcontractor” means any person or entity retained by the CMAR as an independent contractor to perform a portion of the Work and must include material men and suppliers. All subcontractors must be selected in accordance with the selection plan stated in Article 1.13.

“Substantial Completion” means when the Work, or when an agreed upon portion of the Work is sufficiently complete so that the City can occupy and use the Project or a portion of it for its intended purposes. This may include, but is not limited to: (a) approval by the City Fire Marshall and local authorities (Certificate of Occupancy); (b) issuance of elevator permit; (c) demonstration to the City that all systems are in place, functional, and displayed to the City or its representative; (d) installation of all materials and equipment; (e) City review and acceptance of all systems; (f) City review and acceptance of draft O&M manuals and record documents; (g) City operation and maintenance training completed; (h) HVAC test and balance completed (provide minimum 30 days before projected substantial completion); (i) completed landscaping and site work; and (j) final cleaning.

“Supplier” means a manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with the CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase work by the CMAR or any Subcontractor.

“Work” means the entire completed construction or the various separately identifiable parts of the construction, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

END OF CONTRACT - SIGNATURES ON NEXT PAGE.

THE CITY OF SCOTTSDALE
PROJECT NO. AG04, CONTRACT NO. 2021-026-COS

This Contract has been executed by the parties above named on the date and year written above, to be retained by the City Clerk.

The CMAR agrees that this Contract, as awarded, is for the stated work and understands that payment for the total work will be made on the basis of the indicated amount(s), under the terms and conditions of the Contract.

CONSTRUCTION MANAGER AT RISK:

J. BANICKI CONSTRUCTION, INC., an Arizona corporation

Mike Abraham, President

THE CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

David D. Ortega, Mayor

Ben Lane, City Clerk

RECOMMENDED:

Gary P. Mascaro
Aviation Director

George R. Woods, Jr.
Risk Management Director

Chris Read, Contract Administrator

APPROVED AS TO FORM:

Sherry R. Scott, City Attorney
By: Eric C. Anderson
Senior Assistant City Attorney

**EXHIBIT A
PROJECT DESCRIPTION
SCOPE OF WORK**

This project will consist of performing construction phase services for the Scottsdale Airport runway rehabilitation project. Generally, this will involve rehabilitating the runway pavement, shoulders, blast pads and adjusting the height and spacing of the runway lighting.

**EXHIBIT B
PRECONSTRUCTION AGREEMENT**

PRECONSTRUCTION PHASE SERVICES CONTRACT

2020-104-COS

**IS ON FILE AT THE SCOTTSDALE CITY CLERK'S OFFICE
AND CAN BE FOUND AT THE BELOW LINK:**

<https://eservices.scottsdaleaz.gov/eservices/edm/viewer.aspx?n=15134230&e=.pdf>

**EXHIBIT C
SUBMITTAL REQUIREMENTS FOR THE GMP**

GMP submittal, one copy for review.

Two (2) copies will be requested by the Capital Project Management prior to contract execution.

GMP Cost Model Exhibit Contents:

1. Scope of Work
 2. Summary of the GMP
 3. Schedule of Values – Direct and Indirect cost summary: Unit prices and quantity take-offs using the City’s standard pay items; Details of all allowances and unit price work shown and specified in the detailed design documents; All fixed equipment, site improvements, and utility and equipment installations; Field Office overhead; Home Office overhead; Bonds, taxes, insurance; The CMAR Contractor’s fee (include fee allocated to self-performed work and subcontractor work).
 4. List of Plans and Specifications used for GMP Proposal
 5. List of clarification and assumptions
 6. Subcontractor Bids on Subcontractor Letterhead
 7. Project Schedule showing critical path construction items
- A. Scope of Work will consist of a brief description of the work to be performed by CMAR and major points that the CMAR and the City must be aware of pertaining to the scope. (normally one paragraph is sufficient.)
- B. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:
- C. Schedule of Values - spread sheet with the estimated bid or cost organized by subcontract categories, allowances, bid contingency, general conditions costs, and the CMAR’s construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and all clarification assumptions used for the particular bid item listed on the schedule of values, if applicable: Material costs, equipment costs, labor costs, hourly labor rates, and total cost. The total cost for any portion of the work to be performed by subcontractors shall include subcontractor overhead and profit. Production rates, transportation and other facilities and services necessary for the proper execution of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work. Copies of quotations from subcontractors and suppliers; Memoranda, narratives, consultant’s reports and all other information used by the CMAR Contractor to arrive at the GMP. The GMP must include all assumptions, descriptions and a breakdown of all allowances.

EXHIBIT C

GMP SUMMARY			AMOUNT
	COST OF THE WORK - DIRECT COSTS	AMOUNT	
A	Sub-Contractors' Cost of the Work (Labor, Materials, Equipment, Warranty, Insurance, Profit)	\$5,401,761.03	
B	CMAR Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)	\$3,453,291.80	
C	Total Cost of the Work (A+B)		\$ 8,855,052.83
	INDIRECT COSTS	AMOUNT	
D	General Conditions (Negotiated Amount)	\$336,620.11	
E	Total Cost of the Work + General Conditions (C+D)		\$9,191,672.94
F	Payment and Performance Bonds (On Cost of the Work + General Conditions)	\$50,000.00	
G	Insurance (Additional CMAR's Insurance not provided in the Total Cost of the Work)	\$12,000.00	
H	Subtotal Direct + Indirect Costs (E+F+G)		\$9,253,672.94
I	CMAR Construction Fee (Negotiated Fixed Fee)	\$735,667.00	
J	Project Subtotal (H+I)		\$9,989,339.94
K	Taxes (Actual Reimbursable limited by Not to Exceed)	\$516,199.15	
L	CMAR's GMP (Not to Exceed) (J+K)		\$10,505,539.09
M	CITY'S PROJECT CONTINGENCY (As determined by the City)		\$250,000.00
N	CONTRACT PRICE (Not to Exceed) (L+M)		\$10,755,539.09

- D. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by CMAR, Design Consultant, and Project Manager using the format below.

Plans Used for Preparation of GMP No.	
CMAR	Date
Design Consultant	Date
Project Manager	Date

EXHIBIT C

- E. A list of the clarifications and assumptions made by the CMAR in the preparation of the GMP proposal, to supplement the information contained in the documents.
- F. All Subcontractor Bids for the project on the Subcontractor's Letterhead
- G. A Critical Path Method diagram construction schedule.

NOTE: The submittal package must be kept as simple as possible all on 8½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

Final GMP submittal to be provided by the CMAR will consist of the following:

1. One (1) Copy of the GMP Velo or 3- hole punched.

Scottsdale Airport Runway 3-21 Rehabilitation AIP 3-04-0032-040-2021

City of Scottsdale Project Manager:

Chris Read

CMAR:

J Banicki Construction, Inc

Date Submitted 4/1/2021



**Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021**

Table of Contents
Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021

- 1 Scope of Work**
- 2 GMP Proposal Summary Sheet**
- 3 Schedule of Values**
- 4 General Conditions**
- 5 Selected Vendors Summary**
- 6 Quote Analysis**
- 7 Plans and Specifications**
- 8 Clarifications and Assumptions**
- 9 Project Schedule**
- 10 Federal Forms**

Section 1 - Scope of Work



Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021

Scope of Work
Scottsdale Airport Runway 3021 Rehabilitation
AIP 3-04-0032-040-2021

This GMP submitted for the Runway 3-21 Rehabilitation is based on 100% plans and includes milling and replacing approximately 137,015 SY of asphalt on the Runway and 13 of the Taxiway Connectors. Shoulders and Blast pads will be reconstructed utilizing a section of 4 inches of asphalt on 6 inches of P209 aggregate base on 4 inches of P154 aggregate base on P152. The runway edge lighting and conduit will be removed and relocated with fixtures and conductors being reinstalled with new base cans. Construction of the project will likely cause significant damage to the service roads. Approximately 3,300 SY of service road will be fully reconstructed at the end of the project as detailed in the current plans.

Section 2 - GMP Proposal Summary Sheet



Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021

Project Number:		AIP 3-04-0032-040-2021	Date:		4/1/2021	
Project Title:		Scottsdale Airport Runway 3-21 Rehabilitation				
GMP SUMMARY						
CONSTRUCTION SERVICES						
	COST OF THE WORK -DIRECT COSTS				AMOUNT	
A.	Sub-Contractors Cost of the Work				\$	5,401,761.03
B.	CMAR Self-Performed Cost of the Work				\$	3,453,291.80
C.	Total Cost of the Work (A+B)				\$	8,855,052.83
	INDIRECT COSTS				AMOUNT	
D.	General Conditions (Excluding Bonds and Insurance)				\$	336,620.11
E.	Total Cost of the Work + General Conditions Fee (C+D)				\$	9,191,672.94
F.	CMAR Construction Fee (% of E or negotiated Fixed Fee)				\$	735,667.00
G.	Payment and Performance Bond (On E. Total Cost of the work + General Conditions Fee)				\$	50,000.00
H.	Insurance (Additional CMAR's Insurance not provided in the Total Cost of the Work)				\$	12,000.00
I.	Subtotal Direct + Indirect Costs (E+F+G+H)				\$	9,989,339.94
J.	Taxes (Actual Reimbursable Limited by Not To Exceed) $5.1675\% = 65\% \times 7.95\%$				\$	516,199.15
K.	Project Subtotal (I+J)				\$	10,505,539.09
L.	CITY'S PROJECT CONTINGENCY (As determined by the City)					
M.	TOTAL GMP (Not to Exceed) (K+L)				\$	10,505,539.09

Section 3 – Cost of Work Schedule of Values / Detail



Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021

Schedule of Values
Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021

ITEM#	BID ITEM DESCRIPTION	QTY	UNIT	SELF PERFORMED	SUB AMOUNT	TOTAL			SELECTED BIDDER / NOTES	
						UNIT PRICE	Detail Totals	TOTAL AMOUNT		
Bid Schedule										
1	Airfield Safety and Traffic Control	1	LS		\$414,440.91	\$0.00	\$414,440.91		\$414,440.91	Banicki
	Place Millings for Temp Haul Road	1500	TN		\$0.00		\$3.39	\$5,085.00		Banicki
	S&R Airport Barricades/Cones Trailer	24	HR		\$0.00		\$5.00	\$120.00		Banicki
	S&R Airport Barricades/Cones 3/4 TN Truck	24	HR		\$0.00		\$14.00	\$336.00		Banicki
	S&R Airport Barricades/Cones Laborer 2	24	HR		\$0.00		\$47.07	\$1,129.68		Banicki
	S&R Airport Barricades/Cones Laborer 3	24	HR		\$0.00		\$48.16	\$1,155.84		Banicki
	Traffic Control Rental Items and Set Up on Frank Lloyd Wright	46	DA		-\$23,879.06	\$23,879.06	\$519.11	\$23,879.06		NBC
	Gate Guards (2 People x 10 hr x 2 shifts x 39 days)	780	HR		\$0.00		\$103.33	\$80,597.40		Banicki
	Sweeping (1 Broom and Operator x 2-10 hr shifts x 39 days+ 1 broom when milling for stockpile location 12 days x 10 hrs)	900	HR		\$0.00		\$158.60	\$142,740.00		Banicki
	Remove Millings from Temp Haul Road	750	CY		\$0.00		\$7.26	\$5,445.00		Banicki
	Haul Off Asphalt Millings	75	LD		-\$15,000.00	\$15,000.00	\$200.00	\$15,000.00		Otto
	Light Plants 19 plants x 39 x 10	7410	HR		\$0.00		\$15.00	\$111,150.00		Banicki
	Lighted X Maintenance	1872	HR		\$0.00		\$4.50	\$8,424.00		Banicki
	Beacon and Flag Purchase and Replacement (50 flags x \$20.55, 10 beacons x \$235.05)	1	LS		\$0.00		\$3,378.00	\$3,378.00		Banicki
	Remove Fence Fabric (1 operator, 1 laborer, 3/4 Ton Pickup x 1 hr)	20	LF		\$0.00		\$6.85	\$137.00		Banicki
	Remove Barb Wire (1 operator, 1 laborer, 3/4 Ton Pickup x 1 hr)	34	LF		\$0.00		\$4.00	\$136.00		Banicki
	Remove Fence Posts (1 operator, 1 laborer, 3/4 Ton Pickup, 1 Backhoe x 1 hr)	3	EA		\$0.00		\$65.77	\$197.31		Banicki
	haul off posts 3/4 ton Pick up and trailer @ \$5 for 2 hours + operator	1	LD		\$0.00		\$180.52	\$180.52		Banicki
	Clear area for temp access road (140 Blade and 1 operator 3 for 2 hrs)	350	SY		\$0.00		\$1.25	\$437.50		Banicki
	Place & Grade Millings for Temp Haul Road (140 Blade and 1 operator 3 for 4 hrs)	60	CY		\$0.00		\$14.55	\$873.00		Banicki
	Install and Remove Track out Device (same as item 20)	111	SY		\$0.00		\$12.00	\$1,332.00		Banicki
	Remove Asphalt full depth (service road crossing)	31	SY		\$0.00		\$5.00	\$155.00		Banicki
	Unclassified Excavation	31	SY		\$0.00	\$0.00	\$8.30	\$257.30		J Banicki
	Subgrade Preparation, 6-Inch Depth	31	SY		\$0.00	\$0.00	\$3.00	\$93.00		J Banicki
	Crushed Aggregate Base Course	10	CY		\$0.00	\$0.00	\$69.00	\$690.00		J Banicki
	Asphalt Surface Course	7	TN		-\$1,064.00	\$1,064.00	\$152.00	\$1,064.00		Fann
	Install temp corner Posts (1 operator, 1 laborer, 3/4 Ton Pickup, 1 Backhoe x 3 hr)	2	EA		\$0.00		\$295.97	\$591.94		Banicki
	Buy and Install temp double swing gate and end posts (10'wide halves)	1	EA		\$0.00		\$2,612.00	\$2,612.00		Banicki
	Remove Temp Gate and Posts (1 operator, 1 laborer, 3/4 Ton Pickup, 1 Backhoe x 1 hr)	2	EA		\$0.00		\$98.66	\$197.32		Banicki
	Install posts (1 operator, 1 laborer, 3/4 Ton Pickup, 1 Backhoe x 3 hr, 3yrd min order @118/yd and 200 delivery fee)	3	EA		\$0.00		\$381.98	\$1,145.94		Banicki
	Install Fence Fabric and Barbed Wire (1 operator, 1 laborer, 3/4 Ton Pickup x 2 hr)	20	LF		\$0.00		\$13.65	\$273.00		Banicki
	Remove Millings haul road (140 Blade, Operator 3, Loader & 1 operators for 4 hours)	60	CY		\$0.00		\$22.76	\$1,365.60		Banicki
	Haul off Millings	6	LD		-\$1,200.00	\$1,200.00	\$200.00	\$1,200.00		Otto
	Repolace and Regrade CASPR	350	SY		\$0.00		\$8.75	\$3,062.50		Banicki
2	Construction Staking and Survey Layout	1	LS		\$0.00	\$79,000.00	\$79,000.00		\$79,000.00	Trace
3	Contractor Quality Control Program	1	LS		\$257,903.76	\$0.00	\$257,903.76		\$257,903.76	
	Quality Control Program Manager (54 days x 8 hrs = 432 hours)	432	HR		\$0.00		\$79.27	\$34,244.64		Banicki
	Quality Control Program Manager Truck	432	HR		\$0.00		\$14.00	\$6,048.00		Banicki
	Quality Control Testing	1	LS		-\$157,731.00	\$157,731.00	\$157,731.00	\$157,731.00		ACS
	Profilograph	275001	SY		-\$33,000.12	\$33,000.12	\$0.12	\$33,000.12		Lift Engineering
	Onsite Lab Generator	480	HR		\$0.00		\$56.00	\$26,880.00		Banicki

Schedule of Values
Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021

ITEM#	BID ITEM DESCRIPTION	QTY	UNIT	SELF PERFORMED	SUB AMOUNT	TOTAL			SELECTED BIDDER / NOTES
						UNIT PRICE	Detail Totals	TOTAL AMOUNT	
4	Prepare Storm Water Pollution Prevention Plan	1	LS	\$143,366.80	\$0.00	\$143,366.80		\$143,366.80	
	NOI Fee	1	EA	\$0.00		\$350.00	\$350.00		Banicki
	Fabric Buy	1	EA	\$0.00		\$500.00	\$500.00		Banicki
	Fabric Place and Maintain	45	EA	\$0.00		\$37.76	\$1,699.20		Banicki
	Water Buy	1375	MG	\$0.00		\$9.00	\$12,375.00		Banicki
	Water Haul (Klein Tank)	45	DA	\$0.00		\$139.40	\$6,273.00		Banicki
	Water Haul (4K WT 20hrs x 39 days + 10 x 6 days = 840 + extra 4K WT for the mill 10 x 12 = 120 hours, 120 + 840 = 960)	960	HR	\$0.00		\$56.00	\$53,760.00		Banicki
	Water Haul (Operator 2)	960	HR	\$0.00		\$71.26	\$68,409.60		Banicki
5	Mobilization	1	EA	\$103,994.00	\$0.00	\$103,994.00		\$103,994.00	
	JBCI Mobilization	1	EA	\$0.00		\$23,884.00	\$23,884.00		Banicki
	Striping Mobilization	3	EA	-\$6,000.00	\$6,000.00	\$2,000.00	\$6,000.00		MRM
	Crack seal Sub Mobilization	1	EA	-\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00		Cactus
	Electric Sub Mobilization	1	EA	-\$32,310.00	\$32,310.00	\$32,310.00	\$32,310.00		Rural
	Paving Sub Mobilization	1	EA	-\$39,000.00	\$39,000.00	\$39,000.00	\$39,000.00		Fann
	Saw cut Sub Mobilization	3	EA	-\$300.00	\$300.00	\$100.00	\$300.00		ACORE
6	Crack Repair	60000	EA	\$0.00	\$93,000.00	\$1.55		\$93,000.00	Cactus
7	Pavement Marking Removal	200	SF	\$4,460.00	\$0.00	\$22.30		\$4,460.00	MRM
	Strip Obliteration	200	SF	-\$2,300.00	\$2,300.00	\$11.50	\$2,300.00		MRM
	Seal Asphalt Scar (2 buckets of Seal Material)	2	EA	\$0.00		\$50.00	\$100.00		J Banicki
	Seal Asphalt Scar (labor's 6x 5hours = 30hours)	30	HR	\$0.00		\$51.57	\$1,547.10		J Banicki
	Seal Asphalt Scar (Operator 2)	6	HR	\$0.00		\$71.26	\$427.56		J Banicki
	Seal Asphalt Scar (3/4 Ton Pickup)	6	HR	\$0.00		\$14.00	\$84.00		J Banicki
8	Pavement Removal, Cold Milling, 2-Inch Depth	45450	SY	\$113,625.00	\$0.00	\$2.50		\$113,625.00	
	Milling 2"	45450	SY	-\$90,900.00	\$90,900.00	\$2.00	\$90,900.00		Fann
	Milling Support (Gannon Tractor on Site)	55	HR	\$0.00		\$30.00	\$1,650.00		J Banicki
	Milling Support (Loader 950 Dump Site)	55	HR	\$0.00		\$98.46	\$5,415.30		J Banicki
	Milling Support (Water Truck 2K Dump Site)	55	HR	\$0.00		\$39.86	\$2,192.30		J Banicki
	Milling Support (Laborers x 2 on Site)	110	HR	\$0.00		\$51.57	\$5,672.70		J Banicki
	Milling Support (Operators x 2 Dump Site)	110	HR	\$0.00		\$71.26	\$7,838.60		J Banicki
9	Pavement Removal, Cold Milling, 4-Inch Depth	48890	SY	\$286,006.50	\$0.00	\$5.85		\$286,006.50	
	Milling 4"	48890	SY	-\$185,782.00	\$185,782.00	\$3.80	\$185,782.00		Fann
	Milling Support (Gannon Tractor on Site)	68	HR	\$0.00		\$30.00	\$2,040.00		J Banicki
	Milling Support (Loader 950 Dump Site)	68	HR	\$0.00		\$98.46	\$6,695.28		J Banicki
	Milling Support (Water Truck 2K Dump Site)	68	HR	\$0.00		\$39.86	\$2,710.48		J Banicki
	Milling Support (Laborers x2 on Site)	136	HR	\$0.00		\$51.57	\$7,013.52		J Banicki
	Milling Support (Operators x 2 Dump Site)	136	HR	\$0.00		\$71.26	\$9,691.36		J Banicki
	Set and maintain Wire for Milling (Stringline Stakes)	350	EA	\$0.00		\$15.00	\$5,250.00		J Banicki
	Set and maintain Wire for Milling (Stringline)	8550	LF	\$0.00		\$0.25	\$2,137.50		J Banicki
	Set and maintain Wire for Milling (Loader)	187.5	HR	\$0.00		\$52.00	\$9,750.00		J Banicki
	Set and maintain Wire for Milling(3/4 Ton Pickup)	187.5	HR	\$0.00		\$14.00	\$2,625.00		J Banicki
	Set and maintain Wire for Milling (laborers 2)	375	HR	\$0.00		\$51.57	\$19,338.75		J Banicki
	Set and maintain Wire for Milling (Operator)	187.5	HR	\$0.00		\$71.26	\$13,361.25		J Banicki
	Set and maintain Wire for Milling (Foreman)	187.5	HR	\$0.00		\$90.78	\$17,021.25		J Banicki
	Set and maintain Wire for Milling (Deadman)	3	EA	\$0.00		\$730.00	\$2,190.00		J Banicki

Schedule of Values
Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021

ITEM#	BID ITEM DESCRIPTION	QTY	UNIT	SELF PERFORMED	SUB AMOUNT	TOTAL			SELECTED BIDDER / NOTES
						UNIT PRICE	Detail Totals	TOTAL AMOUNT	
10	Pavement Removal, Cold Milling, Variable Depth, 0 - 2 Inches	14870	SY	\$75,093.50	\$0.00	\$5.05		\$75,093.50	
	Milling 0-2"	14870	SY	-\$52,045.00	\$52,045.00	\$3.50	\$52,045.00		Fann
	Milling Support (Gannon Tractor on Site)	56	HR	\$0.00		\$30.00	\$1,680.00		J Banicki
	Milling Support (Loader 950 Dump Site)	56	HR	\$0.00		\$98.46	\$5,513.76		J Banicki
	Milling Support (Water Truck 2K Dump Site)	56	HR	\$0.00		\$39.86	\$2,232.16		J Banicki
	Milling Support (Laborers x 2 on Site)	112	HR	\$0.00		\$51.57	\$5,775.84		J Banicki
	Milling Support (Operators x 2 Dump Site)	112	HR	\$0.00		\$71.26	\$7,981.12		J Banicki
11	Pavement Removal, Cold Milling, Variable Depth, 0 - 4 Inches	4445	SY	\$26,670.00	\$0.00	\$6.00		\$26,670.00	
	Milling 0-4"	4445	SY	-\$17,780.00	\$17,780.00	\$4.00	\$17,780.00		Fann
	Milling Support (Gannon Tractor on Site)	21.50	HR	\$0.00		\$30.00	\$645.00		J Banicki
	Milling Support (Loader 950 Dump Site)	21.50	HR	\$0.00		\$98.46	\$2,116.89		J Banicki
	Milling Support (Water Truck 2K Dump Site)	21.50	HR	\$0.00		\$39.86	\$856.99		J Banicki
	Milling Support (Laborers x 2 on Site)	43.00	HR	\$0.00		\$51.57	\$2,217.51		J Banicki
	Milling Support (Operators x 2 Dump Site)	43.00	HR	\$0.00		\$71.26	\$3,064.18		J Banicki
12	Pavement Removal, Cold Milling, Full Depth	745	SY	\$7,084.95	\$0.00	\$9.51		\$7,084.95	J Banicki
	Milling Full Depth	745	SY	-\$5,215.00	\$5,215.00	\$7.00	\$5,215.00		Fann
	Milling Support (Gannon Tractor on Site)	4.50	HR	\$0.00		\$30.00	\$135.00		J Banicki
	Milling Support (Loader 950 Dump Site)	4.50	HR	\$0.00		\$98.46	\$443.07		J Banicki
	Milling Support (Water Truck 2K Dump Site)	4.50	HR	\$0.00		\$39.86	\$179.37		J Banicki
	Milling Support (Laborers x 2 on Site)	9.00	HR	\$0.00		\$51.57	\$464.13		J Banicki
	Milling Support (Operators x 2 Dump Site)	9.00	HR	\$0.00		\$71.26	\$641.34		J Banicki
13	Asphalt Surface Course	27100	TN	\$4,218,928.00	\$0.00	\$155.68		\$4,218,928.00	
	Asphalt Paving	11100	TN	-\$1,631,700.00	\$1,631,700.00	\$147.00	\$1,631,700.00		Fann
	Asphalt Waste for Saw cut Joints	1050	TN	-\$154,350.00	\$154,350.00	\$147.00	\$154,350.00		Fann
	Haul & Place Asphalt	16000	TN	-\$968,000.00	\$968,000.00	\$60.50	\$968,000.00		Fann
	Asphalt Buy	16000	TN	\$0.00		\$86.50	\$1,384,000.00		J Banicki
	Test Strip Milling & Paving Support (Broom)	16	HR	\$0.00		\$158.60	\$2,537.60		J Banicki
	Test Strip Milling & Paving Support (Water Truck 4K)	16	HR	\$0.00		\$56.00	\$896.00		J Banicki
	Test Strip Milling & Paving Support (Operator)	16	HR	\$0.00		\$71.26	\$1,140.16		J Banicki
	Test Strip Milling & Paving Support (Foreman)	16	HR	\$0.00		\$90.78	\$1,452.48		J Banicki
	Test Strip Milling & Paving Support (3/4 Ton Pickup)	16	HR	\$0.00		\$14.00	\$224.00		J Banicki
	Test Strip Milling & Paving Support (Gannon Tractor)	16	HR	\$0.00		\$30.00	\$480.00		J Banicki
	Saw cutting for connectors and test strip	4301	LF	-\$2,580.60	\$2,580.60	\$0.60	\$2,580.60		ACORE
	Set and maintain Wire for Paving (Stringline Stakes)	350	EA	\$0.00		\$15.00	\$5,250.00		J Banicki
	Set and maintain Wire for Paving (Stringline)	8550	LF	\$0.00		\$0.25	\$2,137.50		J Banicki
	Set and maintain Wire for Paving (Loader)	187.5	HR	\$0.00		\$52.00	\$9,750.00		J Banicki
	Set and maintain Wire for Paving (3/4 Ton Pickup)	187.5	HR	\$0.00		\$14.00	\$2,625.00		J Banicki
	Set and maintain Wire for Paving (laborers 2)	375	HR	\$0.00		\$51.57	\$19,338.75		J Banicki
	Set and maintain Wire for Paving (Operator)	187.5	HR	\$0.00		\$70.62	\$13,241.25		J Banicki
	Set and maintain Wire for Paving (Foreman)	187.5	HR	\$0.00		\$90.78	\$17,021.25		J Banicki
	Set and maintain Wire for Paving (Deadman)	3	EA	\$0.00		\$730.00	\$2,190.00		J Banicki
14	Asphalt Leveling Course	1300	TN	\$0.00	\$204,100.00	\$157.00		\$204,100.00	Fann
15	Emulsified Asphalt Tack Coat	95	TN	\$0.00	\$26,600.00	\$280.00		\$26,600.00	Fann
16	Pavement marking, White, Reflective media, Type 1	88450	SF	\$0.00	\$66,337.50	\$0.75		\$66,337.50	MRM
17	Pavement marking, Yellow, Reflective media, Type 1	13510	SF	\$0.00	\$10,132.50	\$0.75		\$10,132.50	MRM
18	Pavement marking, Yellow, Reflective media, Type 3	1260	SF	\$0.00	\$2,520.00	\$2.00		\$2,520.00	MRM
19	Pavement marking, Black	7740	SF	\$0.00	\$5,418.00	\$0.70		\$5,418.00	MRM
20	Crushed Aggregate Slope Protection Rock	4700	SY	\$56,400.00	\$0.00	\$12.00		\$56,400.00	J Banicki

Schedule of Values
Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021

ITEM#	BID ITEM DESCRIPTION	QTY	UNIT	SELF PERFORMED	SUB AMOUNT	TOTAL			SELECTED BIDDER / NOTES
						UNIT PRICE	Detail Totals	TOTAL AMOUNT	
21	Crushed Aggregate Slope Protection Rock, Salvaged	21100	SY	\$116,050.00	\$0.00	\$5.50		\$116,050.00	J Banicki
12.2	Pavement Removal, Cold Milling, Full Depth	18170	SY	\$90,850.00	\$0.00	\$5.00		\$90,850.00	
	Milling Full Depth	18170	SY	-\$81,765.00	\$81,765.00	\$4.50	\$81,765.00		Fann
	Milling Support (Gannon Tractor on Site)	22.00	HR	\$0.00		\$30.00	\$660.00		J Banicki
	Milling Support (Loader 950 Dump Site)	22.00	HR	\$0.00		\$98.46	\$2,166.12		J Banicki
	Milling Support (Water Truck 2K Dump Site)	22.00	HR	\$0.00		\$39.86	\$876.92		J Banicki
	Milling Support (Laborers x 2 on Site)	44.00	HR	\$0.00		\$51.57	\$2,269.08		J Banicki
	Milling Support (Operators x 2 Dump Site)	44.00	HR	\$0.00		\$71.26	\$3,135.44		J Banicki
22	Unclassified Excavation	15235	SY	\$126,450.50	\$0.00	\$8.30		\$126,450.50	J Banicki
23	Subgrade Preparation, 6- Inch Depth	15235	SY	\$22,852.50	\$0.00	\$1.50		\$22,852.50	J Banicki
24	unsuitable Subgrade Repair, 24-Inch Depth	6100	SY	\$240,584.00	\$0.00	\$39.44		\$240,584.00	J Banicki
25	Subbase Course	1700	CY	\$86,530.00	\$0.00	\$50.90		\$86,530.00	J Banicki
26	Crushed Aggregate Base Course	2540	CY	\$175,260.00	\$0.00	\$69.00		\$175,260.00	J Banicki
13.2	Asphalt Surface Course	3280	TN	\$0.00	\$482,160.00	\$147.00		\$482,160.00	Fann
15.2	Emulsified Asphalt Tack Coat	6	TN	\$0.00	\$1,680.00	\$280.00		\$1,680.00	Fann
20.3	Crushed Aggregate Slope Protection Rock	2200	SY	\$26,400.00	\$0.00	\$12.00		\$26,400.00	J Banicki
21.3	Crushed Aggregate Slope Protection Rock, Salvaged	1400	SY	\$12,250.00	\$0.00	\$8.75		\$12,250.00	J Banicki
12.3	Pavement Removal, Cold Milling, Full Depth	6185	SY	\$31,110.55	\$0.00	\$5.03		\$31,110.55	
	Milling Full Depth	6185	SY	-\$27,832.50	\$27,832.50	\$4.50	\$27,832.50		Fann
	Milling Support (Gannon Tractor on Site)	8.00	HR	\$0.00		\$30.00	\$240.00		J Banicki
	Milling Support (Loader 950 Dump Site)	8.00	HR	\$0.00		\$98.46	\$787.68		J Banicki
	Milling Support (Water Truck 2K Dump Site)	8.00	HR	\$0.00		\$39.86	\$318.88		J Banicki
	Milling Support (Laborers x 2 on Site)	16.00	HR	\$0.00		\$51.57	\$825.12		J Banicki
	Milling Support (Operators x 2 Dump Site)	16.00	HR	\$0.00		\$71.26	\$1,140.16		J Banicki
22.3	Unclassified Excavation	4100	SY	\$34,030.00		\$8.30		\$34,030.00	J Banicki
23.3	Subgrade Preparation, 6- Inch Depth	4100	SY	\$6,150.00		\$1.50		\$6,150.00	J Banicki
24.3	unsuitable Subgrade Repair, 24-Inch Depth	1640	SY	\$66,223.20	\$0.00	\$40.38		\$66,223.20	J Banicki
25.3	Subbase Course	455	CY	\$21,840.00	\$0.00	\$48.00		\$21,840.00	J Banicki
26.3	Crushed Aggregate Base Course	685	Cy	\$47,265.00	\$0.00	\$69.00		\$47,265.00	J Banicki
13.3	Asphalt Surface Course	960	TN	\$0.00	\$147,840.00	\$154.00		\$147,840.00	Fann
15.3	Emulsified Asphalt Tack Coat	2	TN	\$0.00	\$560.00	\$280.00		\$560.00	Fann
27.0	Pavement marking, Yellow, Reflective media, Type 1	3300	SF	\$0.00	\$2,475.00	\$0.75		\$2,475.00	MRM
28.0	Remove and Salvage Elevated Runway Edge Light, Remove and Dispose Base Can	77	EA	\$7,080.15	\$0.00	\$91.95		\$7,080.15	
	Remove Electrical Components	77	EA	-\$4,081.00	\$4,081.00	\$53.00	\$4,081.00		Rural
	Remove Existing Can	77	EA	\$0.00		\$28.56	\$2,199.12		J Banicki
	Haul off Old Cans	4	LD	-\$800.00	\$800.00	\$200.00	\$800.00		Otto
29.0	Remove and salvage In-Pavement Runway Edge Light, Remove and Dispose Base Can	3	EA	\$444.69	\$0.00	\$148.23		\$444.69	
	Remove Electrical Components	3	EA	-\$159.00	\$159.00	\$53.00	\$159.00		Rural
	Remove Existing Can	3	EA	\$0.00		\$28.56	\$85.68		J Banicki
	Haul off Old Cans	1	LD	-\$200.00	\$200.00	\$200.00	\$200.00		Otto
30.0	Remove and Salvage Elevated Runway Threshold/End Light, Remove and Dispose Base Can	32	EA	\$3,009.92	\$0.00	\$94.06		\$3,009.92	
	Remove Electrical Components	32	EA	-\$1,696.00	\$1,696.00	\$53.00	\$1,696.00		Rural
	Remove Existing Can	32	EA	\$0.00		\$28.56	\$913.92		J Banicki
	Haul off Old Cans	2	LD	-\$400.00	\$400.00	\$200.00	\$400.00		Otto

Schedule of Values
Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021

ITEM#	BID ITEM DESCRIPTION	QTY	UNIT	SELF PERFORMED	SUB AMOUNT	TOTAL			SELECTED BIDDER / NOTES
						UNIT PRICE	Detail Totals	TOTAL AMOUNT	
31.0	Remove and Salvage Elevated Taxiway Edge Light, Remove and Dispose Base Can	98	EA	\$9,393.30	\$0.00	\$95.85		\$9,393.30	
	Remove Electrical Components	98	EA	-\$5,194.00	\$5,194.00	\$53.00	\$5,194.00		Rural
	Remove Existing Can	98	EA	\$0.00		\$28.56	\$2,798.88		J Banicki
	Haul off Old Cans	7	LD	-\$1,400.00	\$1,400.00	\$200.00	\$1,400.00		Otto
32.0	Remove and Salvage Cable	8100	LF	\$0.00	\$4,860.00	\$0.60		\$4,860.00	Rural
33.0	Remove and Dispose Cable	10700	LF	\$0.00	\$4,280.00	\$0.40		\$4,280.00	Rural
34.0	Remove and Dispose Electrical Junction Can	11	EA	\$514.25	\$0.00	\$46.75		\$514.25	
	Remove Existing Can	11	EA	\$0.00		\$28.56	\$314.16		J Banicki
	Haul off Old Cans	1	LD	-\$200.00	\$200.00	\$200.00	\$200.00		Otto
35.0	Remove and Dispose Electrical Pull Box	2	EA	\$90.00	\$0.00	\$45.00		\$90.00	
	Remove Existing Pull Box	2	EA	\$0.00		\$45.00	\$90.00		J Banicki
36.0	Salvaged Cable Reinstallation In Duct Bank or Conduit	8,100	LF	\$0.00	\$16,200.00	\$2.00		\$16,200.00	Rural
37.0	No. 8, 5kV, L-824, Type C Cable, Installed in Duct Bank of Conduit	26,700	LF	\$0.00	\$58,740.00	\$2.20		\$58,740.00	Rural
38.0	NO. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed In Trench Above Duct Bank or conduit, Including Connections/Terminations	18,430	LF	\$0.00	\$36,860.00	\$2.00		\$36,860.00	Rural
39.0	Electrical Conduit - 1-2" SCH. 40 PVC, Trenched, Flow able Backfill	17,950	LF	\$232,273.00	\$0.00	\$12.94		\$232,273.00	
	Install 2" Conduit	17950	LF	-\$218,092.50	\$218,092.50	\$12.15	\$218,092.50		Rural
	Load out Spoils (Operator)	18	HR	\$0.00		\$71.26	\$1,282.68		J Banicki
	Load Out Spoils (Loader (938)	18	HR	\$0.00		\$52.00	\$936.00		J Banicki
	Haul off Spoils	60	LD	-\$12,000.00	\$12,000.00	\$200.00	\$12,000.00		Otto
40.0	Electrical Conduit - 1-2" SCH. 40 PVC, Trenched in Pavement, Concrete Encased	480	LF	\$10,065.60	\$0.00	\$20.97		\$10,065.60	
	Install 2" Conduit, Concrete Encased	480	LF	-\$9,600.00	\$9,600.00	\$20.00	\$9,600.00		Rural
	Load out Spoils (Operator)	0.50	HR	\$0.00		\$71.26	\$35.63		J Banicki
	Load Out Spoils (Loader (938)	0.50	HR	\$0.00		\$52.00	\$26.00		J Banicki
	Haul off Spoils	2	LD	-\$400.00	\$400.00	\$200.00	\$400.00		Otto
41.0	Electrical Junction Can, L-868C	1	EA	\$0.00	\$1,410.00	\$1,410.00		\$1,410.00	Rural
42.0	Existing Pull Box Structure Elevation Adjustment, Nominal Size 4' x 4'	2	EA	\$0.00	\$7,200.00	\$3,600.00		\$7,200.00	Rural
43.0	Existing Pull Box Structure Elevation Adjustment With New Spring Assisted Lid, Nominal Size 59" x 59"	2	EA	\$0.00	\$16,240.00	\$8,120.00		\$16,240.00	Rural
44.0	Install Salvaged L-861 Elevated Runway Edge Light - LED, Lens Color as Depicted on Plans, With Salvaged Transformer Assembly and Base Plate Mounted on New L-867 Base	75	EA	\$0.00	\$69,750.00	\$930.00		\$69,750.00	Rural
45.0	Install Salvaged L-861 Elevated Runway Edge Light - LED, Lens Color as Depicted on Plans, With New Transformer Assembly and Base Plate Mounted on New L-867 Base	6	EA	\$0.00	\$8,040.00	\$1,340.00		\$8,040.00	Rural
46.0	Install Salvaged L-852D In-Pavement Runway Edge Light - LED, Lens Color as Depicted on Plans, With Salvaged Transformer Assembly Mounted on New L-868 Base	3	EA	\$0.00	\$5,640.00	\$1,880.00		\$5,640.00	Rural
47.0	Install New L-852D In-Pavement Runway Edge Light - LED, Lens Color as Depicted on Plans, With New Transformer Assembly Mounted on New L-868 Base	6	EA	\$0.00	\$15,180.00	\$2,530.00		\$15,180.00	Rural
48.0	Install Salvaged L-861E Elevated Runway Threshold/End Light - LED, Lens Color as Depicted on Plans, With Salvaged Transformer Assembly and Base Plate Mounted on New L-867 Base	32	EA	\$0.00	\$33,920.00	\$1,060.00		\$33,920.00	Rural
49.0	Install Salvaged L-861T Elevated Taxiway Edge Light - LED, Color Blue, With Salvaged Transformer Assembly and Base Plate Mounted on New L-867 Base	98	EA	\$0.00	\$91,140.00	\$930.00		\$91,140.00	Rural
50.0	Install New L-861T Elevated Taxiway Edge Light - LED, Color Blue, With New Transformer Assembly and Base Plate Mounted on New L-867 Base	5	EA	\$0.00	\$5,900.00	\$1,180.00		\$5,900.00	Rural
51.0	L-858Y Sign Size 1, LED Style 2, 2 Module, Provide New LED Sign and Transformer Assembly on New Base	1	EA	\$0.00	\$4,000.00	\$4,000.00		\$4,000.00	Rural

Schedule of Values
Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021

ITEM#	BID ITEM DESCRIPTION	QTY	UNIT	SELF PERFORMED	SUB AMOUNT	TOTAL			SELECTED BIDDER / NOTES
						UNIT PRICE	Detail Totals	TOTAL AMOUNT	
52.0	Adjust Existing Sign Pad Elevation For L-858R/L Sign Size 1, 4 Module	3	EA	\$0.00	\$3,120.00	\$1,040.00		\$3,120.00	Rural
53.0	Relocate and Reinstall Existing L-858Y Sign Size 1, 2 Module, on New Base	1	EA	\$0.00	\$2,630.00	\$2,630.00		\$2,630.00	Rural
21.4	Crushed Aggregate Slope Protection Rock, Salvaged	6950	SY	\$60,812.50	\$0.00	\$8.75		\$60,812.50	J Banicki
12.4	Pavement Removal, Cold Milling, Full Depth	3300	SY	\$16,500.00	\$0.00	\$5.00		\$16,500.00	
	Milling Full Depth	3300	SY	-\$14,850.00	\$14,850.00	\$4.50	\$14,850.00		Fann
	Milling Support (Gannon Tractor on Site)	4.00	HR	\$0.00		\$30.00	\$120.00		J Banicki
	Milling Support (Loader 950 Dump Site)	4.00	HR	\$0.00		\$98.46	\$393.84		J Banicki
	Milling Support (Water Truck 2K Dump Site)	4.00	HR	\$0.00		\$39.86	\$159.44		J Banicki
	Milling Support (Laborers x 2 on Site)	8.00	HR	\$0.00		\$51.57	\$412.56		J Banicki
	Milling Support (Operators x 2 Dump Site)	8.00	HR	\$0.00		\$71.26	\$570.08		J Banicki
22.4	Unclassified Excavation	3370	SY	\$27,971.00	\$0.00	\$8.30		\$27,971.00	J Banicki
23.4	Subgrade Preparation, 6- Inch Depth	3370	SY	\$10,110.00	\$0.00	\$3.00		\$10,110.00	J Banicki
26.4	Crushed Aggregate Base Course	935	CY	\$64,515.00	\$0.00	\$69.00		\$64,515.00	J Banicki
13.4	Asphalt Surface Course	615	TN	\$0.00	\$93,480.00	\$152.00		\$93,480.00	Fann
54.0	Pavement Marking, White	55	SF	\$0.00	\$41.25	\$0.75		\$41.25	MRM
55	Subtotal			\$3,453,291.80	\$5,401,761.03			\$8,855,052.83	
Contingency									
56	General Conditions	1	LS	\$336,620.11	\$0.00	\$336,620.11		\$336,620.11	J Banicki
Bonds & Insurance									
57	Insurance	1	LS	\$12,000.00		\$12,000.00		\$12,000.00	J Banicki
58	Payment & Performance Bond	1	LS	\$50,000.00		\$50,000.00		\$50,000.00	J Banicki
59	Subtotal			\$62,000.00	\$0.00			\$62,000.00	
Total									
60	Total Direct Cost			\$3,453,291.80	\$5,401,761.03			\$8,855,052.83	
61	Total Indirect Cost			\$398,620.11				\$398,620.11	
62	Construction Fee (Overhead & Profit)			\$735,667.00				\$735,667.00	
63	Sales Tax			\$516,199.15				\$516,199.15	
	Total			\$5,103,778.06	\$5,401,761.03	48.6%	Self Performed	\$10,505,539.09	

Section 7 - Plans and Specifications



Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021

Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-039-2021

GMP was based on the 100% Plans and Specifications dated March 1, 2021

CMAR Mike D Date: 3/30/2021

Design Consultant _____ Date: _____

Project Manager _____ Date: _____

Section 8 - Clarifications and Assumptions



Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021

Clarifications and Assumptions Runway 3-21 Rehabilitation GMP

This GMP submitted for the Runway 3-21 Rehabilitation is based on 100% plans and includes milling and replacing approximately 137,015 SY of asphalt on the Runway and 13 of the Taxiway Connectors. Shoulders and Blast pads will be reconstructed utilizing a section of 4 inches of asphalt on 6 inches of P209 aggregate base on 4 inches of P154 aggregate base on P152. The runway edge lighting and conduit will be removed and relocated with fixtures and conductors being reinstalled with new base cans. Construction of the project will likely cause significant damage to the service roads. Approximately 3,300 SY of service road will be fully reconstructed at the end of the project as detailed in the current plans.

Initial Runway Rehabilitation work will be constructed during 39 full closures with 3 follow up nightly Runway Closures (9:00 pm – 6:00 am) required for final striping.

For striping we have assumed 3 mobilizations. One to open the runway, one for the service road, and the third for the final application 30 days after paving has been completed.

All asphalt millings generated from the project will be hauled and stockpiled at the Westworld Scottsdale facility for future use by the City.

It is assumed that the service road reconstruction will be completed during day time operations.

It is assumed that Banicki will not be providing a field office for the Engineer.

Stabilization of all open grades and stockpiles will be accomplished by applying water as needed. No dust palliatives are included or anticipated.

At this time subgrade stabilization utilizing either Lime or Cement treatments has not been included.

For unsuitable subgrade Banicki has included the line item quantities totaling 7740 SY. This item is an allowance and will be measured for payment, any overrun to the item will be paid out of owners contingency.

All backfill for unsuitable subgrade 24 inch section will be asphalt millings generated by the project.

It is assumed that since electrical conductors are to be salvaged they will be able to move freely in the conduit.

Phase 1 will begin on July 6 at 12:01 am and completed on August 14 at 6:00 am.

Abandoned conduit will only be removed if found within the excavation limits shown in the plans.

Section 9 - Project Schedule



Scottsdale Airport Runway 3-21 Rehabilitation
AIP 3-04-0032-040-2021

Activity ID	Activity Name	Original Duration	Start	Finish	Calendar	2021	May 2021	J	July 2021	A	S	O	N					
						1	1	2	0	1	1	2	3	0	1	2	2	0
Schedule Scottsdale Runway 3-21 Rehal		127d	12-Apr-21	07-Oct-21		07-Oct-21												
Project Startup		62d	12-Apr-21	07-Jul-21		07-Jul-21, Project Startup												
100	Submittals	15d	12-Apr-21	30-Apr-21	5 days a week	Submittals												
200	Submittal Review	45d	13-Apr-21	14-Jun-21	5 days a week	Submittal Review												
110	Preconstruction meeting	1d	13-Apr-21	14-Apr-21	5 days a week	Preconstruction meeting												
120	Council Award	0d	20-Apr-21		5 days a week	Council Award												
130	Submitt TCP	1d	20-Apr-21	21-Apr-21	5 days a week	Submitt TCP												
300	Procure Electrical Cans	40d	21-Apr-21	15-Jun-21	5 days a week	Procure Electrical Cans												
140	TCP Review	20d	21-Apr-21	19-May-21	5 days a week	TCP Review												
500	Procure Conduit	40d	27-Apr-21	21-Jun-21	5 days a week	Procure Conduit												
600	Procure Connector Kits and Accessories	40d	27-Apr-21	21-Jun-21	5 days a week	Procure Connector Kits and Accessories												
400	Procure Fixtures	30d	11-May-21	21-Jun-21	5 days a week	Procure Fixtures												
210	QA/QC Workshop	1d	18-May-21	19-May-21	5 days a week	QA/QC Workshop												
150	Issue ROW Permit	1d	19-May-21	20-May-21	5 days a week	Issue ROW Permit												
410	Submit Strategic Event Form	0d	22-May-21		7 Day no Holidays	Submit Strategic Event Form												
700	Precast Cans	15d	16-Jun-21	07-Jul-21	5 days a week	Precast Cans												
800	Test Strip	4d	22-Jun-21	25-Jun-21	5 days a week	Test Strip												
Runway and Connector Rehabilitation		29d	06-Jul-21	14-Aug-21		14-Aug-21, Runway and Conn												
1000	Construction NTP (12:01am 6th)	0d	06-Jul-21		7 Day no Holidays	Construction NTP (12:01am 6th)												
1010	Electrical Salvage conductor and lights	2d	06-Jul-21	08-Jul-21	7days a week	Electrical Salvage conductor and lights												
1005	Asbuilt/Demo Survey/set wire	1d	06-Jul-21	07-Jul-21	7days a week	Asbuilt/Demo Survey/set wire												
1020	Electrical can & J box removals	2d	07-Jul-21	09-Jul-21	7days a week	Electrical can & J box removals												
1030	Milling	18d	07-Jul-21	28-Jul-21	6 Days a Week	Milling												
1050	Crack Repairs	6d	08-Jul-21	14-Jul-21	7days a week	Crack Repairs												
1060	Runway Paving (Mainline)	12d	09-Jul-21	23-Jul-21	6 Days a Week	Runway Paving (Mainline)												
1070	Electrical Conduit Installation (24 Shifts)	12d	12-Jul-21	24-Jul-21	7days a week	Electrical Conduit Installation (24 Shifts)												
1040	Shoulder and Blast Pad Grading	8d	19-Jul-21	27-Jul-21	7days a week	Shoulder and Blast Pad Grading												
1080	Shoulder Paving	4d	24-Jul-21	29-Jul-21	6 Days a Week	Shoulder Paving												
1085	Blast Pad Paving	2d	29-Jul-21	31-Jul-21	6 Days a Week	Blast Pad Paving												
1075	Base Can Installation (23 shifts)	12d	29-Jul-21	10-Aug-21	7days a week	Base Can Installation (23 shifts)												
1100	Taxiway Connector Paving	8d	31-Jul-21	10-Aug-21	6 Days a Week	Taxiway Connector Paving												
1090	Electrical Fixture and Wire Install (8 Shifts)	4d	10-Aug-21	14-Aug-21	7days a week	Electrical Fixture and Wire Inst												
1110	Striping	2d	10-Aug-21	12-Aug-21	7days a week	Striping												
1120	Infield Rock Grading	3d	10-Aug-21	13-Aug-21	7days a week	Infield Rock Grading												
1130	Substantial Completion (6:00am of 14th)	0d		14-Aug-21	7days a week	Substantial Completion (6:00am												
Service Road Construction		12d	14-Aug-21	26-Aug-21	7days a week	26-Aug-21, Service Road												

Exhibit C to Contract No. 2021-026-COS, PAGE 22 of 23

█ Actual Work █ Critical Remaining Work
█ Remaining Work ◆ Milestone



Activity ID	Activity Name	Original Duration	Start	Finish	Calendar	2021																													
						2021	May 2021	J	July 2021	A	S	O	N																						
2000	Service Rd South Asphalt Removal	1d	14-Aug-21	15-Aug-21	7days a week	1	1	2	0	1	1	2	3	0	1	2	2	0	1	1	2	0	0	1	2	3	0	1	2	2	0	1	1	2	0
2010	Service Rd South Excavation and Grading	3d	15-Aug-21	18-Aug-21	7days a week																														
2020	Service Rd South Paving	2d	18-Aug-21	20-Aug-21	7days a week																														
2030	Service Rd North Asphalt Removal	1d	20-Aug-21	21-Aug-21	7days a week																														
2040	Service Rd North Excavation and Grading	3d	21-Aug-21	24-Aug-21	7days a week																														
2050	Service Rd North Paving	2d	24-Aug-21	26-Aug-21	7days a week																														
Project Closeout		30d	26-Aug-21	07-Oct-21	5 days a week																														
5000	Submittal of Asbuilts and Closeout Documentatic	30d	26-Aug-21	07-Oct-21	5 days a week																														
5010	Final Striping (Nightly Closures)	3d	27-Sep-21	29-Sep-21	5 days a week																														
5020	Final Completion	0d		07-Oct-21	5 days a week																														

- █ Service Rd South Asphalt Ren
- █ Service Rd South Excavation
- █ Service Rd South Paving
- █ Service Rd North Asphalt R
- █ Service Rd North Excavati
- █ Service Rd North Paving
- ▬ 07-Oct-21
- ▬ Submittal
- █ Final Striping
- ◆ Final Com

Exhibit C to Contract No. 2021-026-COS, Page 23 of 23

█ Actual Work █ Critical Remaining Work
█ Remaining Work ◆ Milestone



**EXHIBIT D
STATUTORY PERFORMANCE BOND**

PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal) as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale, dated the ____ day of _____, 2017, for Bid No. (bid number), Project No. AG04, (Airport Runway Rehabilitation Project), which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of Title 34, Chapter 6, Arizona Revised Statutes, to the extent as if it were copied at length in this Contract. The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court. The performance under this bond is limited to the construction to be performed under the contract and does not include any design services, Preconstruction services, financial services, maintenance services, operations services or any other related services included in the contract.

WITNESS our hands the _____ day of _____, 2017.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

**EXHIBIT E
STATUTORY PAYMENT BOND**

PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona, in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale dated the _____ day of _____, 2017, for Bid No. (bid number), Project No. AG04, (Airport Runway Rehabilitation Project), which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 6, Arizona Revised Statutes, to the same extent as if they were copied at length in this Contract.

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

WITNESS our hands the _____ day of _____, 2017.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

EXHIBIT F

1 Required Federal Contract Provisions for
2 FAA Airport Improvement Program Projects

Contents

Guidance & Requirements 3

A1 *ACCESS TO RECORDS AND REPORTS* 4

A2 *AFFIRMATIVE ACTION REQUIREMENT* 4

A3 *BREACH OF CONTRACT TERMS* 5

A4 *BUY AMERICAN PREFERENCE* 5

A5 *CIVIL RIGHTS - GENERAL* 1

A6 *CIVIL RIGHTS – TITLE VI ASSURANCE* 1

A7 *CLEAN AIR AND WATER POLLUTION CONTROL* 3

A8 *CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS* 4

A9 *COPELAND “ANTI-KICKBACK” ACT* 5

A10 *DAVIS-BACON REQUIREMENTS* 5

A11 *DEBARMENT AND SUSPENSION* 11

A12 *DISADVANTAGED BUSINESS ENTERPRISE* 11

A13 *DISTRACTED DRIVING* 12

A14 *ENERGY CONSERVATION REQUIREMENTS* 12

A15 *DRUG FREE WORKPLACE REQUIREMENTS* 13

A16 *EQUAL EMPLOYEMENT OPPORTUNITY* 13

A17 *FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)* 18

A18 *LOBBYING AND INFLUENCING FEDERAL EMPLOYEES* 18

A19 *PROHIBITION OF SEGREGATED FACILITIES* 19

A20 *OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970* 20

A21 *PROCUREMENT OF RECOVERED MATERIALS* 20

A22 *RIGHT TO INVENTIONS* 20

A23 *SEISMIC SAFETY* 21

A24 *TAX DELINQUENCY AND FELONY CONVICTIONS* 21

A25 *TERMINATION OF CONTRACT* 22

A26 *TRADE RESTRICTION CERTIFICATION* 22

A27 *VETERAN’S PREFERENCE* 24

2.1 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 Bidder’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% (for Maricopa County)
- 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.

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT
PROJECT NO: AG04

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, County of Maricopa, State of 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

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT

PROJECT NO: AG04

9626760v8 (Rev Dec. 2016)

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”.

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

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;

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT

PROJECT NO: AG04

9626760v8 (Rev Dec. 2016)

- 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 WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

(2 CFR § 200, Appendix II€)

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

CONTRACT WORK HOURS 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.

A9 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.

A10 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 conformed 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:

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT

PROJECT NO: AG04

(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,

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT

PROJECT NO: AG04

9626760v8 (Rev Dec. 2016)

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/wh347instr.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:

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT

PROJECT NO: AG04

9626760v8 (Rev Dec. 2016)

(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.

6. Subcontracts.

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.

7. Contract Termination: Debarment.

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.

9. Disputes Concerning Labor Standards.

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:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
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)

The Project Goal for this Project is 3.52%

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 ENTERPRISE

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT

PROJECT NO: AG04

9626760v8 (Rev Dec. 2016)

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:

- 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 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

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT

PROJECT NO: AG04

9626760v8 (Rev Dec. 2016)

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 6201 *et seq.*).

A15 DRUG FREE WORKPLACE REQUIREMENTS
(49 CFR part 32)

Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended)

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 identify, 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

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT

PROJECT NO: AG04

9626760v8 (Rev Dec. 2016)

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 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.

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT

PROJECT NO: AG04

9626760v8 (Rev Dec. 2016)

- 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 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(J), 49 CFR part 20, Appendix A)

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

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT

PROJECT NO: AG04

9626760v8 (Rev Dec. 2016)

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

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT

PROJECT NO: AG04

9626760v8 (Rev Dec. 2016)

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 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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.

A21 RIGHT TO INVENTIONS

b. (2 CFR § 200, Appendix II(F), FR §401)

Not Applicable.

A22 SEISMIC SAFETY

(49 CFR part 41)

Not Applicable.

A23 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.

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

- 3) 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.
- 4) 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.

A24 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:

- 5) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 6) 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;
- 7) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 8) 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.

A25 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

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT

PROJECT NO: AG04

9626760v8 (Rev Dec. 2016)

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.

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.

PROJECT NAME – AIRPORT RUNWAY REHABILITATION PROJECT
PROJECT NO: AG04

9626760v8 (Rev Dec. 2016)

(Note: Trade Restriction Certification is included in the bid forms for bidder's signature and submittal)

A26 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.

AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

CONTRACT NUMBER:

PROJECT NUMBER:AG04

PROJECT NAME: Airport Runway Rehabilitation Project

To the City of Scottsdale, Arizona

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

The undersigned, for the total consideration of \$_____, including the final pay estimate of \$_____, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to defend, indemnify and hold harmless the City of Scottsdale against any and all liens, claims of liens, suits, action, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said project construction items or services.

Signed and dated this _____ day of _____ 2017.

CONTRACTOR

BY:

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires

**CONTRACTOR’S NOTICE OF
FINAL PAY ESTIMATE**

CONTRACT NUMBER:

PROJECT NUMBER: AG04

PROJECT NAME: Airport Runway Rehabilitation Project

To the City of Scottsdale

This notice confirms acceptance by Contractor of final contract payment in the amount of \$_____ which represents the balance due for subject project. This amount includes payment for all retentions held and adjusted final quantities.

TOTAL CONTRACT AMOUNT, including final pay estimate: \$_____.

Signed and dated this _____ day of _____ 2017.

BY: _____

Title: _____

For: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires

**CONTRACTOR'S NOTICE OF
FINAL ACCEPTANCE**

PROJECT NUMBER: AG04

PROJECT NAME: Airport Runway Rehabilitation Project

CONTRACTOR NAME: (Contractor)

FINAL CONTRACT AMOUNT:

Construction on the above project was completed on _____ and on _____ a final inspection was made of the subject improvements by this office. The work substantially conforms to the approved plans and specifications. We, therefore, accept those portions within the public right-of-way into our system for maintenance.

Approved By:

Contract Administrator

Construction Admin Supervisor

cc: City Clerk
Accounting Director
Risk Management Director
Tax Audit Manager

AIRPORT RUNWAY REHABILITATION
PROJECT AREA MAP





Runway Rehabilitation Project Communications & Outreach Plan

GOAL OF OUTREACH PROGRAM:

An extensive outreach program will be implemented to notify and inform tenants, users and the community about this important project and to keep stakeholders apprised of the construction timeline and impacts.

TARGET AUDIENCES:

Aviation: All tenants and city business affiliates, including custom users, NBAA contacts, charter companies, FBOs* and their contacts, aviation organizations (AZBAA, AOPA, NBAA, CABC), NATA, AZAA and SWAAAE, aviation publications, other airports, etc. *Explore FBO contacts forwarding or sending us their contacts

Coordinate with Valley airports –Deer Valley, Falcon Field, Glendale, Mesa, Chandler & Phoenix Sky Harbor

Community: Media, list serve subscribers, social media friends and followers, Scottsdale Chamber, Experience Scottsdale – include City of Scottsdale contacts.

Internal: Mayor/Council, executive staff, AAC, ATC – City Council & Executive Staff Update

Partners: FAA, ADOT, Banicki, and Mead and Hunt

COMMUNICATIONS PLAN:

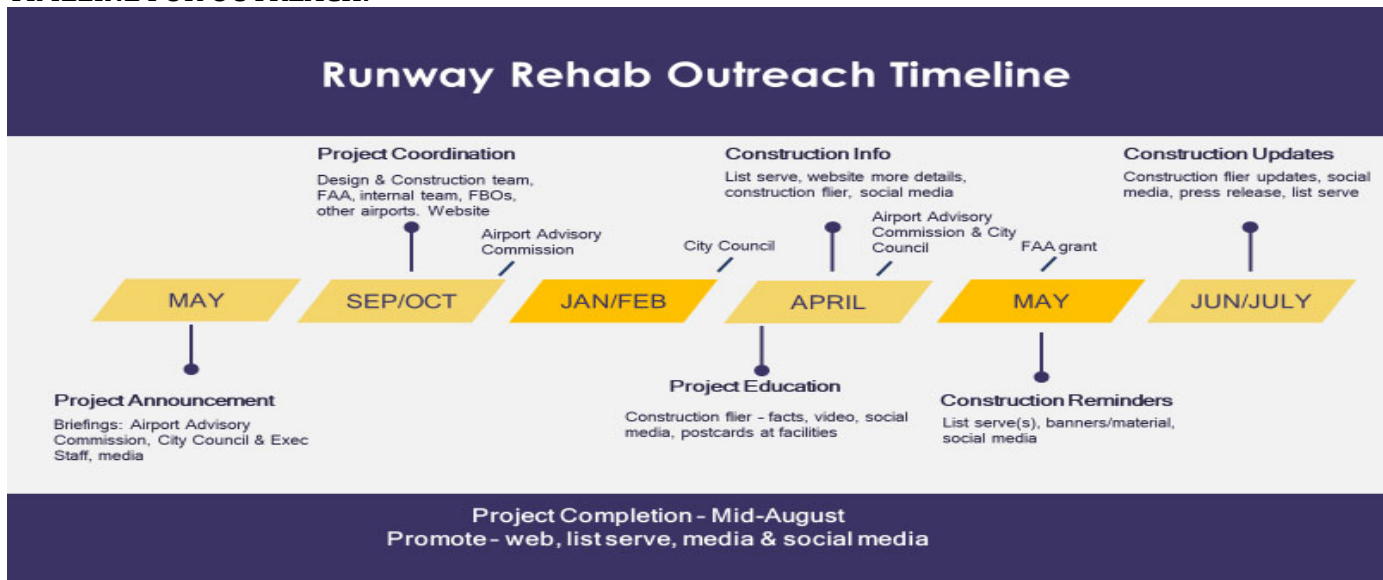
Tools	Action	Tentative Dates/Deadlines	Completed
Briefings/Presentations at Public Meetings (City Manager, City Council, Airport Advisory Commission)	Project announcement, advance notice to tenants and users for early notification and scheduling/planning	<i>November for Design April for Contract Award</i>	Airport Advisory – Oct. 29 & April 1 City Council Update – Jan. 21
Webpage (main and project page)	Serves as hub of information. Launch early and update continually, also utilize news link and highlight significant milestones & video	<i>Update throughout; also created photo carousel and news item on web</i>	Created and live on Oct. 26
List Serve newsletters	5-8 list serve notices, or more as needed, during construction	<i>Start Jan and when have project information or announcements, frequently during construction</i>	Jan. 21
Briefings/Presentations at Public Meetings (AZBAA, AOPA, tenants & users)	Project announcement, advance notice to tenants and users for early notification and scheduling/planning	<i>Early spring and throughout project</i>	Oct. 30 - Scottsdale Chamber Airpark Jan. 26 – AZ Business Aviation Association
Press Releases (include Aviation contacts) & News Items	2-3 (start, project details, completion)	<i>As needed, especially during project milestones such as official grant award, prior to closure, and end of project.</i>	Dec. 2, 2021 Jan. 20, 2021

Contact other valley airports	Contact valley airports regarding project and possible temporary basing of aircraft	<i>First of year; create contact list</i>	Jan. 2021
Banner	Airport locations, facing street side for public	<i>April</i>	In process
Construction update flier/fact sheet	Post online, make available at counters, link to it, available at AAC, ABC and Ops. Update as needed	<i>May</i>	
Postcards or Poster	For counters & FBOs to share with users/visitors	<i>April/May</i>	In design
Social Media (Twitter, Facebook, Instagram), maybe NextDoor	Throughout, think of clever posts and share photos	<i>Throughout all phases of project</i>	
Video – You Tube & Website	Create video – project overview	<i>April/May</i>	
Consider doing - FB Live or video	Purely informational to educate; possibly share @ commission meeting	<i>May</i>	
City tools (web, SM, media update)	Share with city outreach/media tools	<i>Timeline markers</i>	
Time lapse footage	Capture progress	<i>Throughout, release at end</i>	

Current Media Coverage

North Valley Magazine – mentioned project	Dec. 7, 2020	http://www.northvalleymagazine.com/airpark-experts-see-promise-in-aviation-activity/
Business Airport International	Jan. 13, 2021	Project mentioned in feature article
Skybrief (state aviation journal article)	Feb. 9, 2021	Article on Runway Rehab project
Scottsdale Progress	Feb. 8, 2021	Article on closing runway rehab

TIMELINE FOR OUTREACH:





COMMISSION ACTION REPORT

Discussion and Possible Action to Accept the Proposed
Aviation Enterprise Fund Five-Year Financial Plan for
FY21/22 – FY25/26

Agenda Item No.: 3

Meeting Date: 04/07/21

Staff Contact: Carmen Williams,
Aviation Finance & Administration
Manager

Phone: (480) 312-8475

INFORMATION

Discussion and possible action to accept the proposed Aviation Enterprise Fund Five-Year Financial Plan for FY21/22 – FY25/26.

PURPOSE

To review the Airport's overall revenues and expenditures forecast (including capital improvements) and to identify any necessary adjustments.

Please note the attached financial plan was finalized and submitted to the City in early March, therefore no adjustments or evaluations have been made. Upon direction by the City Manager, staff will review the budget plan and make adjustments as needed.

Attachment(s): 1. Aviation Enterprise Fund Five-Year Financial Plan

**AVIATION ENTERPRISE FUND
FIVE YEAR FINANCIAL FORECAST**

	ACTUAL FY 2017/18	ACTUAL FY 2018/19	ACTUAL FY 2019/20	ADOPTED FY 2020/21	APPROVED FY 2020/21	FORECAST FY 2020/21	PROPOSED FY 2021/22	FORECAST FY 2022/23	FORECAST FY 2023/24	FORECAST FY 2024/25	FORECAST FY 2025/26
Sources of Funds											
Beginning Fund Balance											
Fleet Replacement Reserve	\$ 1,020,000	\$ 1,380,055	\$ 1,275,500	\$ 905,384	\$ 940,227	\$ 940,227	\$ 1,010,500	\$ 1,196,500	\$ 1,213,000	\$ 1,291,900	\$ 1,430,000
Operating Reserve	622,785	786,145	505,388	521,563	520,652	520,652	498,660	1,132,600	1,136,000	1,169,600	1,204,300
Repair/Replacement Reserve	1,100,000	1,306,257	1,736,045	1,601,016	1,601,016	1,601,016	1,846,467	1,769,800	1,888,300	1,931,400	1,977,100
Undesignated, Unreserved Fund Balance	6,700,191	4,917,561	6,047,300	0	351,172	351,172	1,463,710	1,200,700	1,471,400	1,874,800	2,206,700
Total Beginning Fund Balance/Reserve	\$ 9,442,976	\$ 8,390,018	\$ 9,564,233	\$ 3,027,963	\$ 3,413,067	\$ 3,413,067	\$ 4,819,337	\$ 5,299,600	\$ 5,708,700	\$ 6,267,700	\$ 6,818,100
Revenues											
Airport Fees	4,221,663	5,370,267	5,164,241	5,391,621	5,391,621	5,831,621	5,935,079	5,993,400	6,052,600	6,112,000	6,172,200
Property Rental	100,029	100,029	178,051	176,467	176,467	176,467	177,348	178,100	178,800	179,800	180,500
Jet Fuel	144,486	166,924	128,197	175,000	175,000	175,000	150,000	151,500	153,000	154,500	156,100
Interest Earnings	64,167	204,252	184,597	151,861	151,861	151,861	59,026	35,500	41,500	53,700	77,200
Miscellaneous	2,683	23,395	16,983	-	-	-	-	-	-	-	-
Reimbursements from Outside Sources	7,403	-	-	-	-	-	-	-	-	-	-
Total Revenues	4,540,430	5,864,868	5,672,069	5,894,949	5,894,949	6,334,949	6,321,453	6,358,500	6,425,900	6,500,000	6,586,000
Transfers In											
Total Cash Transfers In From Aviation Capital	-	-	-	-	-	-	-	-	-	-	-
Debt Svc MPC Bonds	981,704	862,510	824,099	-	-	-	-	-	-	-	-
Fleet Cash Transfer In	-	-	-	-	-	-	-	-	-	-	-
Total Transfers In	981,704	862,510	824,099	-	-	-	-	-	-	-	-
Total Sources	5,522,134	6,727,378	6,496,168	5,894,949	5,894,949	6,334,949	6,321,453	6,358,500	6,425,900	6,500,000	6,586,000
Uses of Funds											
Expenditures											
Community and Economic Development	3,087,590	2,369,510	2,540,883	2,565,186	2,451,993	2,551,993	2,786,587	2,719,600	2,742,200	2,765,000	2,788,300
Citywide Direct Cost Allocation	350,000	383,500	356,641	444,281	444,281	444,281	424,874	446,100	468,400	491,800	516,400
Citywide Indirect Cost Allocation	215,575	206,046	204,085	183,834	183,834	183,834	190,311	199,800	209,800	220,300	231,300
Citywide Pay Program	-	-	-	(17,607.0)	(7,146.0)	(7,146.0)	43,276.0	89,800.0	137,100.0	186,000.0	235,200.0
Subtotal - Operating	3,653,165	2,959,056	3,101,609	3,175,694	3,072,962	3,172,962	3,445,048	3,455,300	3,557,500	3,663,100	3,771,200
Operating Income (Loss)	887,265	2,905,812	2,570,460	2,719,255	2,821,987	3,161,987	2,876,405	2,903,200	2,868,400	2,836,900	2,814,800
Debt Service											
Contracts Payable	1,724,683	1,721,494	1,722,744	1,721,994	1,721,994	1,721,994	1,724,244	1,719,200	1,722,200	1,722,700	1,720,700
Professional Services	7,516	-	-	-	-	-	-	-	-	-	-
Transfers Out											
Debt Svc MPC Bonds	981,704	861,957	824,099	-	-	-	-	-	-	-	-
CIP	212,170	-	6,991,532	26,843	26,843	26,843	638,303	763,566	561,671	553,309	505,493
CIP Technology	3,370	10,656	7,351	6,880	6,880	6,880	33,623	11,300	25,500	10,500	4,800
Subtotal Capital Transfer Out	1,197,244	872,613	7,822,982	33,723	33,723	33,723	671,926	774,866	587,171	563,809	510,293
Total Uses of Funds	6,582,608	5,553,163	12,647,334	4,931,411	4,828,679	4,928,679	5,841,218	5,949,366	5,866,871	5,949,609	6,002,193
Change in Fund Balance	(1,060,474)	1,174,215	(6,151,166)	963,538	1,066,270	1,406,270	480,235	409,134	559,029	550,391	583,807
Ending Fund Balance											
Fleet Replacement Reserve	\$ 1,380,055	\$ 1,275,500	\$ 940,227	\$ 1,010,500	\$ 1,010,500	\$ 1,010,500	\$ 1,196,500	\$ 1,213,000	\$ 1,291,900	\$ 1,430,000	\$ 1,475,800
Operating Reserve	786,145	505,388	520,652	523,496	498,660	498,660	1,132,600	1,136,000	1,169,600	1,204,300	1,239,800
Repair/Replacement Reserve	1,306,257	1,736,045	1,601,016	1,846,467	1,846,467	1,846,467	1,769,800	1,888,300	1,931,400	1,977,100	2,003,900
Debt Service Reserve	-	-	-	-	-	-	1,200,700	1,471,400	1,874,800	2,206,700	2,682,400
Unreserved - Operating	4,910,045	6,047,300	351,172	611,038	1,123,710	1,463,710	-	-	-	-	-
Total Ending Fund Balance	\$ 8,382,502	\$ 9,564,233	\$ 3,413,067	\$ 3,991,501	\$ 4,479,337	\$ 4,819,337	\$ 5,299,600	\$ 5,708,700	\$ 6,267,700	\$ 6,818,100	\$ 7,401,900
Forecast Assumptions:											
Revenue Growth							10.08%	0.98%	0.99%	0.98%	0.98%
Rate Increase											
Interest Earnings Rate				0.50%	2.00%		2.06%	1.73%	1.64%	1.69%	1.85%
Inflation Percentage							8.58%	0.30%	2.96%	2.97%	2.95%
Funded Replacement Reserve Percentage							1.71%	1.37%	1.37%	1.48%	1.49%
Operating Reserve includes Airport Operations, Indirect Costs, Fire Service Costs, CIP Fund (General Capital Projects)											
Operating Reserve Days							119	120	119	120	120

Note 1: The Fleet Replacement Reserve is held to purchase new and replacement vehicles used for airport operations; the vehicles include general utility vehicles as well as fire trucks. Segregation of the vehicles, effective in fiscal year 2014, was done to ensure Federal Aviation Administration and Arizona Department of Transportation grant compliance.

Note 2: The City's Comprehensive Financial Policies provide that the Aviation Fund Operating Reserve will be funded at a minimum of 60 days but not to exceed 120 days of budgeted system operating expenditures to provide contingency funding for costs associated with airport operations.

Note 3: The Repair and Replacement Reserve is forecasted to grow by 2 percent of annual capital improvement expenditures. The reserve provides a contingency for emergencies and for potential decreases or timing delays in receiving grant funding for airport capital projects.

Note 4: The Debt Service Reserve is a stabilization tool used to mitigate the risk inherent with changes in revenue or expenditure cycles.

Source: The Aviation Enterprise Five Year Financial Forecast was prepared using the Aviation Fund Five Year Operating Budget Forecast, the Recommended Aviation Capital Project Budget for Fiscal Years 2021/22 through 2025/26, the Airport regional/federal project plan, and the Five Year Revenue Forecast. The above documents were prepared by the Aviation Department and City Treasurer's Office.

**AVIATION ENTERPRISE FUND
REPLACEMENT RESERVE
FIVE YEAR FINANCIAL FORECAST**

	APPROVED FY 2020/21	FORECAST FY 2020/21	PROPOSED FY 2021/22	FORECAST FY 2022/23	FORECAST FY 2023/24	FORECAST FY 2024/25	FORECAST FY 2025/26
<u>Repair and Replacement Reserve Calculation:</u>							
CIP Additions (Aviation & Grant Cash Flow)		2,031,282	18,461,877	5,926,233	2,152,698	2,287,135	1,339,698
Beginning of Year Net Assets		67,996,111	70,027,392	88,489,270	94,415,502	96,568,200	98,855,335
End of Year Net Assets	-	70,027,392	88,489,270	94,415,502	96,568,200	98,855,335	100,195,033
Maximum Repair and Replacement Reserve Percentage	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Maximum Repair and Replacement Reserve Amount	-	1,400,548	1,769,800	1,888,300	1,931,400	1,977,100	2,003,900
Cash Available For Reserve	1,846,467	1,846,467	1,769,800	1,888,300	1,931,400	1,977,100	2,003,900
(Excess Cash)		(445,919)	-	-	-	-	-

Actual Repair and Replacement Reserve Percentage Funded with Cash Available For Reserve

FYE Asset Balance from Fund Summary Trial Balance Fund 640, accounts 18xxx excluding 18829 CIP-Airport
CIP TAB
Hardcoded percent from financial policy

**AVIATION ENTERPRISE FUND
CAPITAL IMPROVEMENT PROGRAM
FIVE YEAR FINANCIAL FORECAST**

	APPROVED FY 2020/21	FORECAST FY 2020/21	PROPOSED FY 2021/22	FORECAST FY 2022/23	FORECAST FY 2023/24	FORECAST FY 2024/25	FORECAST FY 2025/26
Beginning Fund Balance							
Unreserved - Capital Projects	\$ 5,543,407	\$ 4,113,140	\$ 690,162	\$ 940,162	\$ 1,190,162	\$ 1,440,162	
Capital Improvement Program Activity:							
Transfer In - Aviation Operating Budget (Note 2)	26,843	638,303	763,566	561,671	553,309	505,493	
Transfer Out - Aviation Operating Budget (Note 3)							
Transfer Out - Aviation Operating Budget (Note 3)							
Subtotal Capital Improvement Activity	26,843	638,303	763,566	561,671	553,309	505,493	
Capital Improvement Program Expenditures (CF)	(1,457,110)	(4,061,281)	(513,566)	(311,671)	(303,309)	(255,493)	
Total of Capital Related Activity	\$ (1,430,267)	\$ (3,422,978)	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	
Ending Fund Balance/Reserve							
Unreserved - Capital Projects	\$ 4,113,140	\$ 690,162	\$ 940,162	\$ 1,190,162	\$ 1,440,162	\$ 1,690,162	
Source: The Aviation Enterprise Five Year Financial Forecast was prepared using the Recommended Aviation Capital Project Budget Fiscal Years 2013/14 through							
Note 1: Grants CF coming in: Capital Improvement Program reflects most optimistic grant funding scenario. Approved projects will be adjusted/phased to ensure that actual							
Note 2: Capital Improvement Program policy reflects that funding of the aviation cash flow portion will occur in the fiscal year budget is approved.							
Note 3: As Capital Improvement Program planning changes, the transfer out of Capital into Operating will change. Projects that are closed with unspent aviation funded balances will result in a transfer out of capital into operating.							
Funded - Aviation Grant Match Contingency	250,000	250,000	250,000	250,000	250,000	250,000	
Timing / Cash Flow Issues	3,863,140	440,162	690,162	940,162	1,190,162	1,440,162	
Fiscal Year Beginning Cash Balance from fund 642							
From Operating Tab							
From CIP Tab							

Budget / Cash Fund Flow	Project #	Project Name	Funding Source	ITD Thru 2/2021	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	Totals	Budget to Cash Flow
Budget	642	AB52A	Airport Pavement Preservation Program	Aviation Funds	620,568						620,568	
Cash Flow	642	AB52A	Airport Pavement Preservation Program	Aviation Funds	542,863	77,705					620,568	- Closing out this project; remaining amount to spend FY20/21 ~ \$80K
Budget	642	AF01	Design/Construct North General Aviation Box Hangars	Aviation Funds	9,547,000						9,547,000	
Cash Flow	642	AF01	Design/Construct North General Aviation Box Hangars	Aviation Funds	4,896,384	1,300,000	3,350,616				9,547,000	- Estimating \$460K/mo, completion in Nov 2021
Budget		AG02	Kilo Ramp Rehabilitation		180,000		2,930,950				3,110,950	
Cash Flow		AG02	Kilo Ramp Rehabilitation		5,977		3,104,973	(0)			3,110,950	- Project not active this year; no \$\$ FY2021
Budget	642	AG02	Kilo Ramp Rehabilitation	Aviation Funds	8,046		131,013				139,059	
Cash Flow	642	AG02	Kilo Ramp Rehabilitation	Aviation Funds	-		139,059				139,059	
Budget	644	AG02	Kilo Ramp Rehabilitation	Federal Grants	163,908		2,668,924				2,832,832	
Cash Flow	644	AG02	Kilo Ramp Rehabilitation	Federal Grants	-		2,832,832				2,832,832	
Budget	645	AG02	Kilo Ramp Rehabilitation	State Grants	8,046		131,013				139,059	
Cash Flow	645	AG02	Kilo Ramp Rehabilitation	State Grants	5,977		133,082	(0)			139,059	
Budget		AG03	Delta Apron Improvements Phase II		930,570						930,570	
Cash Flow		AG03	Delta Apron Improvements Phase II		622,640	307,930					930,570	- FAA 100% share; closing out soon
Budget	642	AG03	Delta Apron Improvements Phase II	Aviation Funds	41,596						41,596	
Cash Flow	642	AG03	Delta Apron Improvements Phase II	Aviation Funds	5,977	35,619					41,596	
Budget	644	AG03	Delta Apron Improvements Phase II	Federal Grants	847,378						847,378	
Cash Flow	644	AG03	Delta Apron Improvements Phase II	Federal Grants	616,662	230,716					847,378	
Budget	645	AG03	Delta Apron Improvements Phase II	State Grants	41,596						41,596	
Cash Flow	645	AG03	Delta Apron Improvements Phase II	State Grants	-	41,596					41,596	
Budget		AG04	Runway 03/21 Rehabilitation/Reconstruction		11,600,000						11,600,000	
Cash Flow		AG04	Runway 03/21 Rehabilitation/Reconstruction		556,797		11,043,203				11,600,000	- \$252K for pre-construction/design costs in FY20/21; these are 90/10 State grant split Remainder of grant share in FY21/22
Budget	642	AG04	Runway 03/21 Rehabilitation/Reconstruction	Aviation Funds	518,520						518,520	
Cash Flow	642	AG04	Runway 03/21 Rehabilitation/Reconstruction	Aviation Funds	213,145		305,375				518,520	
Budget	644	AG04	Runway 03/21 Rehabilitation/Reconstruction	Federal Grants	10,562,960						10,562,960	
Cash Flow	644	AG04	Runway 03/21 Rehabilitation/Reconstruction	Federal Grants	-		10,562,960				10,562,960	
Budget	645	AG04	Runway 03/21 Rehabilitation/Reconstruction	State Grants	518,520						518,520	
Cash Flow	645	AG04	Runway 03/21 Rehabilitation/Reconstruction	State Grants	343,652		174,868				518,520	
Budget		AG06	Airport Security Fencing Improvements		335,400						335,400	
Cash Flow		AG06	Airport Security Fencing Improvements		-						335,400	- Verbal grant award by ADOT this year 90/10
Budget	642	AG06	Airport Security Fencing Improvements	Aviation Funds	33,540						33,540	
Cash Flow	642	AG06	Airport Security Fencing Improvements	Aviation Funds	-	33,540					33,540	
Budget	645	AG06	Airport Security Fencing Improvements	State Grants	301,860						301,860	
Cash Flow	645	AG06	Airport Security Fencing Improvements	State Grants	-	301,860					301,860	
Budget		AH03	Environmental Assessment for Land Acquisition		200,000						200,000	
Cash Flow		AH03	Environmental Assessment for Land Acquisition		-		200,000				200,000	
Budget	642	AH03	Environmental Assessment for Land Acquisition	Aviation Funds	8,940						8,940	
Cash Flow	642	AH03	Environmental Assessment for Land Acquisition	Aviation Funds	-		8,940				8,940	
Budget	644	AH03	Environmental Assessment for Land Acquisition	Federal Grants	182,120						182,120	
Cash Flow	644	AH03	Environmental Assessment for Land Acquisition	Federal Grants	-		182,120				182,120	
Budget	645	AH03	Environmental Assessment for Land Acquisition	State Grants	8,940						8,940	
Cash Flow	645	AH03	Environmental Assessment for Land Acquisition	State Grants	-		8,940				8,940	
Budget	642	JH04	8 - Replace Website Management Software	Aviation Funds	1,140						1,140	
Cash Flow	642	JH04	8 - Replace Website Management Software	Aviation Funds	-	1,140					1,140	
Budget	647	DE05	Arts in Public Places	Art in Public Place	53,000						53,000	
Cash Flow	647	DE05	Arts in Public Places	Art in Public Place	-	53,000					53,000	
Budget	642	TEMP1833	Enterprise Resource Planning System	Aviation Funds	-		24,940				24,940	
Cash Flow	642	TEMP1833	Enterprise Resource Planning System	Aviation Funds	-		24,940				24,940	
Budget		TEMP1882	Land Acquisition 4.0 Acres		-					1	1	
Cash Flow		TEMP1882	Land Acquisition 4.0 Acres		-					1	1	- placeholder amount
Budget	642	TEMP1882	Land Acquisition 4.0 Acres	Aviation Funds						1	1	
Cash Flow	642	TEMP1882	Land Acquisition 4.0 Acres	Aviation Funds						1	1	
Budget	644	TEMP1882	Land Acquisition 4.0 Acres	Federal Grants							-	
Cash Flow	644	TEMP1882	Land Acquisition 4.0 Acres	Federal Grants							-	
Budget	645	TEMP1882	Land Acquisition 4.0 Acres	State Grants							-	
Cash Flow	645	TEMP1882	Land Acquisition 4.0 Acres	State Grants							-	
Budget		TEMP2084	Exit Taxiways B2, B9 and B15		-			200,000	1,950,550		2,150,550	
Cash Flow		TEMP2084	Exit Taxiways B2, B9 and B15		-			200,000	1,950,550		2,150,550	
Budget	642	TEMP2084	Exit Taxiways B2, B9 and B15	Aviation Funds				8,940	87,190		96,130	
Cash Flow	642	TEMP2084	Exit Taxiways B2, B9 and B15	Aviation Funds				8,940	87,190		96,130	
Budget	644	TEMP2084	Exit Taxiways B2, B9 and B15	Federal Grants				182,120	1,776,170		1,958,290	
Cash Flow	644	TEMP2084	Exit Taxiways B2, B9 and B15	Federal Grants				182,120	1,776,170		1,958,290	
Budget	645	TEMP2084	Exit Taxiways B2, B9 and B15	State Grants				8,940	87,190		96,130	
Cash Flow	645	TEMP2084	Exit Taxiways B2, B9 and B15	State Grants				8,940	87,190		96,130	
Budget		TEMP2274	Airport Master Plan Update		-			400,000			400,000	
Cash Flow		TEMP2274	Airport Master Plan Update		-			400,000			400,000	
Budget	642	TEMP2274	Airport Master Plan Update	Aviation Funds				17,880			17,880	
Cash Flow	642	TEMP2274	Airport Master Plan Update	Aviation Funds				17,880			17,880	
Budget	644	TEMP2274	Airport Master Plan Update	Federal Grants				364,240			364,240	
Cash Flow	644	TEMP2274	Airport Master Plan Update	Federal Grants				364,240			364,240	
Budget	645	TEMP2274	Airport Master Plan Update	State Grants				17,880			17,880	
Cash Flow	645	TEMP2274	Airport Master Plan Update	State Grants				17,880			17,880	
Budget		TEMP2374	Rehabilitate/Geometry Improvements - Partial Parallel Taxiway A and Connectors, C		-		529,462	4,765,153			5,294,615	
Cash Flow		TEMP2374	Rehabilitate/Geometry Improvements - Partial Parallel Taxiway A and Connectors, C		-		529,462	4,765,153			5,294,615	
Budget	642	TEMP2374	Rehabilitate/Geometry Improvements - Partial Parallel Taxiway A	Aviation Funds			23,667	213,002			236,669	
Cash Flow	642	TEMP2374	Rehabilitate/Geometry Improvements - Partial Parallel Taxiway A	Aviation Funds			23,667	213,002			236,669	
Budget	644	TEMP2374	Rehabilitate/Geometry Improvements - Partial Parallel Taxiway A Tourism Dev				482,128	4,339,149			4,821,277	
Cash Flow	644	TEMP2374	Rehabilitate/Geometry Improvements - Partial Parallel Taxiway A Tourism Dev				482,128	4,339,149			4,821,277	
Budget	645	TEMP2374	Rehabilitate/Geometry Improvements - Partial Parallel Taxiway A State Grants				23,667	213,002			236,669	
Cash Flow	645	TEMP2374	Rehabilitate/Geometry Improvements - Partial Parallel Taxiway A State Grants				23,667	213,002			236,669	
Budget		TEMP2497	Rehabilitate Airport Drive		-			846,780			846,780	
Cash Flow		TEMP2497	Rehabilitate Airport Drive		-			846,780			846,780	
Budget	642	TEMP2497	Rehabilitate Airport Drive	Aviation Funds				84,678			84,678	
Cash Flow	642	TEMP2497	Rehabilitate Airport Drive	Aviation Funds				84,678			84,678	
Budget	645	TEMP2497	Rehabilitate Airport Drive	State Grants				762,102			762,102	
Cash Flow	645	TEMP2497	Rehabilitate Airport Drive	State Grants				762,102			762,102	
Budget		TEMP2498	Reconstruct Greenway Hangar Taxiway and Taxiway Alpha By-pass		-			103,019	927,171		1,030,190	
Cash Flow		TEMP2498	Reconstruct Greenway Hangar Taxiway and Taxiway Alpha By-pass		-			103,019	927,171		1,030,190	
Budget	642	TEMP2498	Reconstruct Greenway Hangar Taxiway and Taxiway Alpha By-pass	Aviation Funds				4,605	41,444		46,049	
Cash Flow	642	TEMP2498	Reconstruct Greenway Hangar Taxiway and Taxiway Alpha By-pass	Aviation Funds				4,605	41,444		46,049	

Budget / Cash Fund Flow	Project #	Project Name	Funding Source	ITD Thru 2/2021	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	Totals	Budget to Cash Flow
Budget	644	TEMP2498	Reconstruct Greenway Hangar Taxilane and Taxiway Alpha By- <u>pe</u> Federal Grants				93,809	844,283			938,092	
Cash Flow	644	TEMP2498	Reconstruct Greenway Hangar Taxilane and Taxiway Alpha By- <u>pe</u> Federal Grants				93,809	844,283			938,092	-
Budget	645	TEMP2498	Reconstruct Greenway Hangar Taxilane and Taxiway Alpha By- <u>pe</u> State Grants				4,605	41,444			46,049	
Cash Flow	645	TEMP2498	Reconstruct Greenway Hangar Taxilane and Taxiway Alpha By- <u>pe</u> State Grants				4,605	41,444			46,049	-
Budget		TEMP2499	Airport Drainage Master Plan Update	-	-	-	-	400,000	-	-	400,000	
Cash Flow		TEMP2499	Airport Drainage Master Plan Update	-	-	-	-	400,000	-	-	400,000	-
Budget	642	TEMP2499	Airport Drainage Master Plan Update					17,880			17,880	
Cash Flow	642	TEMP2499	Airport Drainage Master Plan Update					17,880			17,880	-
Budget	644	TEMP2499	Airport Drainage Master Plan Update					364,240			364,240	
Cash Flow	644	TEMP2499	Airport Drainage Master Plan Update					364,240			364,240	-
Budget	645	TEMP2499	Airport Drainage Master Plan Update					17,880			17,880	
Cash Flow	645	TEMP2499	Airport Drainage Master Plan Update					17,880			17,880	-
Budget		TEMP2503	Reconfigure Aircraft Run-up Hold Apron RY21 End	-	-	-	-	-	126,103	1,134,937	1,261,040	
Cash Flow		TEMP2503	Reconfigure Aircraft Run-up Hold Apron RY21 End	-	-	-	-	-	126,103	1,134,937	1,261,040	-
Budget	642	TEMP2503	Reconfigure Aircraft Run-up Hold Apron RY21 End						5,637	50,732	56,369	
Cash Flow	642	TEMP2503	Reconfigure Aircraft Run-up Hold Apron RY21 End						5,637	50,732	56,369	-
Budget	644	TEMP2503	Reconfigure Aircraft Run-up Hold Apron RY21 End						114,829	1,033,473	1,148,302	
Cash Flow	644	TEMP2503	Reconfigure Aircraft Run-up Hold Apron RY21 End						114,829	1,033,473	1,148,302	-
Budget	645	TEMP2503	Reconfigure Aircraft Run-up Hold Apron RY21 End						5,637	50,732	56,369	
Cash Flow	645	TEMP2503	Reconfigure Aircraft Run-up Hold Apron RY21 End						5,637	50,732	56,369	-
Budget	642	TEMP2530	Aviation Annual Pavement Preservation			200,000	200,000	200,000	200,000	200,000	1,000,000	
Cash Flow	642	TEMP2530	Aviation Annual Pavement Preservation			200,000	200,000	200,000	200,000	200,000	1,000,000	-
Budget	642	YG07	IT - Network Infrastructure	2,530							2,530	
Cash Flow	642	YG07	IT - Network Infrastructure	373	2,157						2,530	-
Budget	642	YG08	IT - Server Infrastructure	4,821							4,821	
Cash Flow	642	YG08	IT - Server Infrastructure	3,612	1,209						4,821	-
Budget	642	YH07	IT - Network Infrastructure	2,843		5,937	2,593	2,639	6,665	2,400	23,077	
Cash Flow	642	YH07	IT - Network Infrastructure		2,843	5,937	2,593	2,639	6,665	2,400	23,077	-
Budget	642	YH08	IT - Server Infrastructure	2,897		2,746	8,688	22,888	3,816	2,361	43,396	
Cash Flow	642	YH08	IT - Server Infrastructure		2,897	2,746	8,688	22,888	3,816	2,361	43,396	-
Budget	642	ZB52	Aviation Match Contingency			250,000	250,000	250,000	250,000	250,000	1,250,000	
Cash Flow	642	ZB52	Aviation Match Contingency									(1,250,000.00)
Budget	646	ZB53	Airport - Future Grants Contingency			3,300,000	3,300,000	3,300,000	3,300,000	3,300,000	16,500,000	
Cash Flow	646	ZB53	Airport - Future Grants Contingency									(16,500,000.00)

					BUDS entry-transfer full budget							
642	BUDGET FUNDING SUMMARY:											
	Aviation Funds		10,792,441	-	638,303	763,566	561,671	553,309	505,493	13,814,783		13,814,783.00
643	MPC Bonds		-	-	-	-	-	-	-	-		
644	Federal Grants		11,756,366	-	3,151,052	4,432,958	1,754,883	1,890,999	1,033,473	24,019,731		
645	State Grants		878,962	-	154,680	979,709	86,144	92,827	50,732	2,243,054		
646	Future Grants		-	-	3,300,000	3,300,000	3,300,000	3,300,000	3,300,000	16,500,000		
647	Art in Public Places - Aviation Fund		53,000	-	-	-	-	-	-	53,000		
409	Tourism Development		-	-	-	-	-	-	-	-		
	Total		23,480,769	-	7,244,035	9,476,233	5,702,698	5,837,135	4,889,698	56,630,568		
			23,427,769	-	7,244,035	9,476,233	5,702,698	5,837,135	4,889,698	56,577,568		
			(53,000)	-	-	-	-	-	-	(53,000)		
642	CASH FLOW SUMMARY:											
	Aviation Funds		5,662,353	1,457,110	4,061,281	513,566	311,671	303,309	255,493	12,564,783		12,564,783.00
643	MPC Bonds		-	-	-	-	-	-	-	-		1,250,000.00
644	Federal Grants		616,662	230,716	14,060,040	4,432,958	1,754,883	1,890,999	1,033,473	24,019,731		
409	Tourism Development		-	-	-	-	-	-	-	-		
645	State Grants		349,630	343,456	340,557	979,709	86,144	92,827	50,732	2,243,054		
646	Future Grants		-	-	-	-	-	-	-	-		
	Total		6,628,645	2,031,282	18,461,877	5,926,233	2,152,698	2,287,135	1,339,698	38,827,568		

(1,250,000)
(16,500,000)

53,000 Art - not included in CIP Funding Report

do not change order of data														
	Model	License	Purchase Cost	VIN	In Service Date	Estimated Replacement Date	First Replacement FY	Replacement FY	Useful Life	First Replace cost	Inflation Factor	Inflated Replace Cost	Inflated Annual Contribution	
Year 1	CLASS 3 ARFF	NA	\$ 527,354.00		02/04/19	02/04/31	30/31	12	12.00	\$ 550,000.00		\$ 550,000.00	\$ 45,833.33	
Year 1	GOLF CART	NA	\$ 10,239.00		06/02/16	06/02/24	23/24	24	8.00	\$ 12,000.00		\$ 12,000.00	\$ 1,500.00	
Year 1	GATOR TX	NA	\$ 9,114.27	1M04X4XDKGM110083	10/23/15	10/23/25	25/26	26	8.00	\$ 13,500.00		\$ 13,500.00	\$ 1,687.50	
Year 1	EXPLORER	G420HC	\$ 26,253.04	1FM5K7B82FGB41658	01/14/15	01/14/24	23/24	24	9.00	\$ 40,700.00		\$ 40,700.00	\$ 4,522.22	
Year 1	600 AIR SWP	G963FP	\$ 189,551.95	4GTM7F1B89F700051	12/07/10	03/07/18	26/27	27	7.25	\$ 270,000.00		\$ 270,000.00	\$ 37,241.38	
Year 1	F150 SUPERCAB	G853JD	\$ 26,838.00	1FTEX1CB7KKE85717	12/24/19	12/24/29	29/30	23	10.00	\$ 35,000.00		\$ 35,000.00	\$ 3,500.00	
Year 1	570 LXT TRCT	NA	\$ 41,016.31	JJG0261598	10/25/99	10/25/21	22/23	20	20.00	\$ 108,800.00		\$ 108,800.00	\$ 5,440.00	
Year 1	F350	G640DS	\$ 22,240.26	1FTVX14598KC71605	11/03/05	03/03/20	21/22	21	14.33	\$ 47,000.00		\$ 47,000.00	\$ 3,279.07	
Year 1	CHEVROLET		\$ 30,736.00	3GCPNE7JG417604	09/10/18	09/10/28	28/29	10	10.00	\$ 35,000.00		\$ 35,000.00	\$ 3,500.00	
Year 1	SW9X	LG032Y	\$ 47,803.62	20313044	05/13/14	05/13/26	25/26	26	12.00	\$ 85,800.00		\$ 85,800.00	\$ 7,150.00	
Year 2	CLASS 3 ARFF	NA	\$ 527,354.00		02/04/19	02/04/31	30/31	12	12.00	\$ 550,000.00	5%	\$ 577,500.00	\$ 48,125.00	
Year 2	GOLF CART	NA	\$ 10,239.00		06/02/16	06/02/24	23/24	24	8.00	\$ 12,000.00	5%	\$ 12,600.00	\$ 1,575.00	
Year 2	GATOR TX	NA	\$ 9,114.27	1M04X4XDKGM110083	10/23/15	10/23/25	25/26	26	8.00	\$ 14,175.00	5%	\$ 14,175.00	\$ 1,771.88	
Year 2	EXPLORER	G420HC	\$ 26,253.04	1FM5K7B82FGB41658	01/14/15	01/14/24	23/24	33	9.00	\$ 42,735.00	5%	\$ 42,735.00	\$ 4,748.33	
Year 2	600 AIR SWP	G963FP	\$ 189,551.95	4GTM7F1B89F700051	12/07/10	03/07/18	26/27	34	7.25	\$ 283,500.00	5%	\$ 283,500.00	\$ 39,103.45	
Year 2	F150 SUPERCAB	G853JD	\$ 26,838.00	1FTEX1CB7KKE85717	12/24/19	12/24/29	29/30	33	10.00	\$ 36,750.00	5%	\$ 36,750.00	\$ 3,675.00	
Year 2	570 LXT TRCT	NA	\$ 41,016.31	JJG0261598	10/25/99	10/25/21	22/23	40	20.00	\$ 114,240.00	5%	\$ 114,240.00	\$ 5,712.00	
Year 2	F350	G640DS	\$ 22,240.26	1FTVX14598KC71605	11/03/05	03/03/20	21/22	35	14.33	\$ 49,350.00	5%	\$ 49,350.00	\$ 3,443.02	
Year 2	CHEVROLET		\$ 30,736.00	3GCPNE7JG417604	09/10/18	09/10/38	28/29	20	10.00	\$ 36,750.00	5%	\$ 36,750.00	\$ 3,675.00	
Year 2	SW9X	LG032Y	\$ 47,803.62	20313044	05/13/14	05/13/26	25/26	38	12.00	\$ 90,090.00	5%	\$ 90,090.00	\$ 7,507.50	
Year 3	CLASS 3 ARFF	NA	\$ 527,354.00		02/04/19	02/04/31	30/31	12	12.00	\$ 550,000.00	5%	\$ 606,375.00	\$ 50,531.25	
Year 3	GOLF CART	NA	\$ 10,239.00		06/02/16	06/02/24	23/24	40	8.00	\$ 13,230.00	5%	\$ 13,230.00	\$ 1,653.75	
Year 3	GATOR TX	NA	\$ 9,114.27	1M04X4XDKGM110083	10/23/15	10/23/25	25/26	42	8.00	\$ 14,883.75	5%	\$ 14,883.75	\$ 1,860.47	
Year 3	EXPLORER	G420HC	\$ 26,253.04	1FM5K7B82FGB41658	01/14/15	01/14/24	23/24	42	9.00	\$ 44,871.75	5%	\$ 44,871.75	\$ 4,985.75	
Year 3	600 AIR SWP	G963FP	\$ 189,551.95	4GTM7F1B89F700051	12/07/10	03/07/18	26/27	42	7.25	\$ 297,675.00	5%	\$ 297,675.00	\$ 41,058.62	
Year 3	F150 SUPERCAB	G853JD	\$ 26,838.00	1FTEX1CB7KKE85717	12/24/19	12/24/29	29/30	43	10.00	\$ 38,587.50	5%	\$ 38,587.50	\$ 3,858.75	
Year 3	570 LXT TRCT	NA	\$ 41,016.31	JJG0261598	10/25/99	10/25/21	22/23	60	20.00	\$ 119,952.00	5%	\$ 119,952.00	\$ 5,997.60	
Year 3	F350	G640DS	\$ 22,240.26	1FTVX14598KC71605	11/03/05	03/03/20	21/22	50	14.33	\$ 51,817.50	5%	\$ 51,817.50	\$ 3,615.17	
Year 3	CHEVROLET		\$ 30,736.00	3GCPNE7JG417604	09/10/18	09/10/48	28/29	30	10.00	\$ 38,587.50	5%	\$ 38,587.50	\$ 3,858.75	
Year 3	SW9X	LG032Y	\$ 47,803.62	20313044	05/13/14	05/13/26	25/26	50	12.00	\$ 94,594.50	5%	\$ 94,594.50	\$ 7,882.88	
Year 4	CLASS 3 ARFF	NA	\$ 527,354.00		02/04/19	02/04/31	30/31	12	12.00	\$ 550,000.00	5%	\$ 636,693.75	\$ 53,057.81	
Year 4	GOLF CART	NA	\$ 10,239.00		06/02/16	06/02/24	23/24	48	8.00	\$ 13,891.50	5%	\$ 13,891.50	\$ 1,736.44	
Year 4	GATOR TX	NA	\$ 9,114.27	1M04X4XDKGM110083	10/23/15	10/23/25	25/26	50	8.00	\$ 15,627.94	5%	\$ 15,627.94	\$ 1,953.49	
Year 4	EXPLORER	G420HC	\$ 26,253.04	1FM5K7B82FGB41658	01/14/15	01/14/24	23/24	51	9.00	\$ 47,115.34	5%	\$ 47,115.34	\$ 5,235.04	
Year 4	600 AIR SWP	G963FP	\$ 189,551.95	4GTM7F1B89F700051	12/07/10	03/07/18	26/27	49	7.25	\$ 312,558.75	5%	\$ 312,558.75	\$ 43,111.55	
Year 4	F150 SUPERCAB	G853JD	\$ 26,838.00	1FTEX1CB7KKE85717	12/24/19	12/24/29	29/30	53	10.00	\$ 40,516.88	5%	\$ 40,516.88	\$ 4,051.69	
Year 4	570 LXT TRCT	NA	\$ 41,016.31	JJG0261598	10/25/99	10/25/21	22/23	80	20.00	\$ 125,949.60	5%	\$ 125,949.60	\$ 6,297.48	
Year 4	F350	G640DS	\$ 22,240.26	1FTVX14598KC71605	11/03/05	03/03/20	21/22	64	14.33	\$ 54,408.38	5%	\$ 54,408.38	\$ 3,795.93	
Year 4	CHEVROLET		\$ 30,736.00	3GCPNE7JG417604	09/10/18	09/10/58	28/29	40	10.00	\$ 40,516.88	5%	\$ 40,516.88	\$ 4,051.69	
Year 4	SW9X	LG032Y	\$ 47,803.62	20313044	05/13/14	05/13/26	25/26	62	12.00	\$ 99,324.23	5%	\$ 99,324.23	\$ 8,277.02	
Year 5	CLASS 3 ARFF	NA	\$ 527,354.00		02/04/19	02/04/31	30/31	12	12.00	\$ 550,000.00	5%	\$ 668,528.44	\$ 55,710.70	
Year 5	GOLF CART	NA	\$ 10,239.00		06/02/16	06/02/24	23/24	56	8.00	\$ 14,586.08	5%	\$ 14,586.08	\$ 1,823.26	
Year 5	GATOR TX	NA	\$ 9,114.27	1M04X4XDKGM110083	10/23/15	10/23/25	25/26	58	8.00	\$ 16,409.33	5%	\$ 16,409.33	\$ 2,051.17	
Year 5	EXPLORER	G420HC	\$ 26,253.04	1FM5K7B82FGB41658	01/14/15	01/14/24	23/24	60	9.00	\$ 49,471.10	5%	\$ 49,471.10	\$ 5,496.79	
Year 5	600 AIR SWP	G963FP	\$ 189,551.95	4GTM7F1B89F700051	12/07/10	03/07/18	26/27	56	7.25	\$ 328,186.69	5%	\$ 328,186.69	\$ 45,267.13	
Year 5	F150 SUPERCAB	G853JD	\$ 26,838.00	1FTEX1CB7KKE85717	12/24/19	12/24/29	29/30	63	10.00	\$ 42,542.72	5%	\$ 42,542.72	\$ 4,254.27	
Year 5	570 LXT TRCT	NA	\$ 41,016.31	JJG0261598	10/25/99	10/25/21	22/23	100	20.00	\$ 132,247.08	5%	\$ 132,247.08	\$ 6,612.35	
Year 5	F350	G640DS	\$ 22,240.26	1FTVX14598KC71605	11/03/05	03/03/20	21/22	78	14.33	\$ 57,128.79	5%	\$ 57,128.79	\$ 3,985.73	
Year 5	CHEVROLET		\$ 30,736.00	3GCPNE7JG417604	09/10/18	09/10/68	28/29	50	10.00	\$ 42,542.72	5%	\$ 42,542.72	\$ 4,254.27	
Year 5	SW9X	LG032Y	\$ 47,803.62	20313044	05/13/14	05/13/26	25/26	74	12.00	\$ 104,290.44	5%	\$ 104,290.44	\$ 8,690.87	
Year 6	CLASS 3 ARFF	NA	\$ 527,354.00		02/04/19	02/04/31	30/31	12	12.00	\$ 550,000.00	5%	\$ 701,954.86	\$ 58,496.24	
Year 6	GOLF CART	NA	\$ 10,239.00		06/02/16	06/02/24	23/24	64	8.00	\$ 15,315.38	5%	\$ 15,315.38	\$ 1,914.42	
Year 6	GATOR TX	NA	\$ 9,114.27	1M04X4XDKGM110083	10/23/15	10/23/25	25/26	66	8.00	\$ 17,229.80	5%	\$ 17,229.80	\$ 2,153.73	
Year 6	EXPLORER	G420HC	\$ 26,253.04	1FM5K7B82FGB41658	01/14/15	01/14/24	23/24	69	9.00	\$ 51,944.66	5%	\$ 51,944.66	\$ 5,771.63	
Year 6	600 AIR SWP	G963FP	\$ 189,551.95	4GTM7F1B89F700051	12/07/10	03/07/18	26/27	63	7.25	\$ 344,596.02	5%	\$ 344,596.02	\$ 47,530.49	
Year 6	F150 SUPERCAB	G853JD	\$ 26,838.00	1FTEX1CB7KKE85717	12/24/19	12/24/29	29/30	73	10.00	\$ 44,669.85	5%	\$ 44,669.85	\$ 4,466.99	
Year 6	570 LXT TRCT	NA	\$ 41,016.31	JJG0261598	10/25/99	10/25/21	22/23	120	20.00	\$ 138,859.43	5%	\$ 138,859.43	\$ 6,942.97	
Year 6	F350	G640DS	\$ 22,240.26	1FTVX14598KC71605	11/03/05	03/03/20	21/22	93	14.33	\$ 59,985.23	5%	\$ 59,985.23	\$ 4,185.02	
Year 6	CHEVROLET		\$ 30,736.00	3GCPNE7JG417604	09/10/18	09/10/78	28/29	60	10.00	\$ 44,669.85	5%	\$ 44,669.85	\$ 4,466.99	
Year 6	SW9X	LG032Y	\$ 47,803.62	20313044	05/13/14	05/13/26	25/26	86	12.00	\$ 109,504.96	5%	\$ 109,504.96	\$ 9,125.41	
Year 7	CLASS 3 ARFF	NA	\$ 527,354.00		02/04/19	02/04/31	30/31	12	12.00	\$ 550,000.00	5%	\$ 737,052.60	\$ 61,421.05	
Year 7	GOLF CART	NA	\$ 10,239.00		06/02/16	06/02/24	23/24	72	8.00	\$ 16,081.15	5%	\$ 16,081.15	\$ 2,010.14	
Year 7	GATOR TX	NA	\$ 9,114.27	1M04X4XDKGM110083	10/23/15	10/23/25	25/26	74	8.00	\$ 18,091.29	5%	\$ 18,091.29	\$ 2,261.41	
Year 7	EXPLORER	G420HC	\$ 26,253.04	1FM5K7B82FGB41658	01/14/15	01/14/24	23/24	78	9.00	\$ 54,541.89	5%	\$ 54,541.89	\$ 6,060.21	
Year 7	600 AIR SWP	G963FP	\$ 189,551.95	4GTM7F1B89F700051	12/07/10	03/07/18	26/27	71	7.25	\$ 361,825.82	5%	\$ 361,825.82	\$ 49,907.01	
Year 7	F150 SUPERCAB	G853JD	\$ 26,838.00	1FTEX1CB7KKE85717	12/24/19	12/24/29	29/30	83	10.00	\$ 46,903.35	5%	\$ 46,903.35	\$ 4,690.33	
Year 7	570 LXT TRCT	NA	\$ 41,016.31	JJG0261598	10/25/99	10/25/21	22/23	140	20.00	\$ 145,802.41	5%	\$ 145,802.41	\$ 7,290.12	
Year 7	F350	G640DS	\$ 22,240.26	1FTVX14598KC71605	11/03/05	03/03/20	21/22	107	14.33	\$ 62,984.50	5%	\$ 62,984.50	\$ 4,394.27	
Year 7	CHEVROLET		\$ 30,736.00	3GCPNE7JG417604	09/10/18	09/10/88	28/29	70	10.00	\$ 46,903.35	5%	\$ 46,903.35	\$ 4,690.33	
Year 7	SW9X	LG032Y	\$ 47,803.62	20313044	05/13/14	05/13/26	25/26	98	12.00	\$ 114,980.21	5%	\$ 114,980.21	\$ 9,581.68	
Year 8	CLASS 3 ARFF	NA	\$ 527,354.00		02/04/19	02/04/31	30/31	12	12.00	\$ 550,000.00	5%	\$ 773,905.23	\$ 64,492.10	
Year 8	GOLF CART	NA	\$ 10,239.00		06/02/16	06/02/24	23/24	80	8.00	\$ 16,885.21	5%	\$ 16,885.21	\$ 2,110.65	
Year 8	GATOR TX	NA	\$ 9,114.27	1M04X4XDKGM110083	10/23/15	10/23/25	25/26	82	8.00	\$ 18,995.86	5%	\$ 18,995.86	\$ 2,374.48	
Year 8	EXPLORER	G420HC	\$ 26,253.04	1FM5K7B82FGB41658	01/14/15	01/14/24	23/24	87	9.00	\$ 57,268.99	5%	\$ 57,268.99	\$ 6,363.22	
Year 8	600 AIR SWP	G963FP	\$ 189,551.95	4GTM7F1B89F700051	12/07/10	03/07/18	26/27	78	7.25	\$ 379,917.11	5%			

do not change order of data

	Model	License	Purchase Cost	VIN	In Service Date	Estimated Replacement Date	First Replacement FY	Replacement FY	Useful Life	First Replace cost	Inflation Factor	Inflated Replace Cost	Inflated Annual Contribution
Year 10	CLASS 3 ARFF	NA	\$ 527,354.00		02/04/19	02/04/39		120	12.00		5%	\$ 853,230.52	\$ 71,102.54
Year 10	GOLF CART	NA	\$ 10,239.00		06/02/16	06/02/24		96	8.00		5%	\$ 18,615.94	\$ 2,326.99
Year 10	GATOR TX	NA	\$ 9,114.27	1M04X4XDKGM110083	10/23/15	10/23/25		98	8.00		5%	\$ 20,942.93	\$ 2,617.87
Year 10	EXPLORER	G420HC	\$ 26,253.04	1FM5K7B82FGB41658	01/14/15	01/14/24		105	9.00		5%	\$ 63,139.06	\$ 7,015.45
Year 10	600 AIR SWP	G963FP	\$ 189,551.95	4GTM7F1B89F700051	12/07/10	03/07/18		92	7.25		5%	\$ 418,858.62	\$ 57,773.60
Year 10	F150 SUPERCAB	G853JD	\$ 26,838.00	1FTEX1CB7KKE85717	12/24/19	12/24/29		113	10.00		5%	\$ 54,296.49	\$ 5,429.65
Year 10	570 LXT TRCT	NA	\$ 41,016.31	JJG0261598	10/25/99	10/25/21		200	20.00		5%	\$ 168,784.51	\$ 8,439.23
Year 10	F350	G640DS	\$ 22,240.26	1FTVX14598KC71605	11/03/05	03/03/20		150	14.33		5%	\$ 72,912.43	\$ 5,086.91
Year 10	CHEVROLET		\$ 30,736.00	3GCPNE7JG417604	09/10/18	09/10/28		100	10.00		5%	\$ 54,296.49	\$ 5,429.65
Year 10	SW9X	LG032Y	\$ 47,803.62	20313044	05/13/14	05/13/26		134	12.00		5%	\$ 133,103.96	\$ 11,092.00
Year 11	CLASS 3 ARFF	NA	\$ 527,354.00		02/04/19	02/04/39		132	12.00		5%	\$ 895,892.04	\$ 74,657.67
Year 11	GOLF CART	NA	\$ 10,239.00		06/02/16	06/02/24		104	8.00		5%	\$ 19,546.74	\$ 2,443.34
Year 11	GATOR TX	NA	\$ 9,114.27	1M04X4XDKGM110083	10/23/15	10/23/25		106	8.00		5%	\$ 21,990.08	\$ 2,748.76
Year 11	EXPLORER	G420HC	\$ 26,253.04	1FM5K7B82FGB41658	01/14/15	01/14/24		114	9.00		5%	\$ 66,296.01	\$ 7,366.22
Year 11	600 AIR SWP	G963FP	\$ 189,551.95	4GTM7F1B89F700051	12/07/10	03/07/18		100	7.25		5%	\$ 439,801.55	\$ 60,662.28
Year 11	F150 SUPERCAB	G853JD	\$ 26,838.00	1FTEX1CB7KKE85717	12/24/19	12/24/29		123	10.00		5%	\$ 57,011.31	\$ 5,701.13
Year 11	570 LXT TRCT	NA	\$ 41,016.31	JJG0261598	10/25/99	10/25/21		220	20.00		5%	\$ 177,223.74	\$ 8,861.19
Year 11	F350	G640DS	\$ 22,240.26	1FTVX14598KC71605	11/03/05	03/03/20		164	14.33		5%	\$ 76,558.05	\$ 5,341.26
Year 11	CHEVROLET		\$ 30,736.00	3GCPNE7JG417604	09/10/18	09/10/28		110	10.00		5%	\$ 57,011.31	\$ 5,701.13
Year 11	SW9X	LG032Y	\$ 47,803.62	20313044	05/13/14	05/13/26		146	12.00		5%	\$ 139,759.16	\$ 11,646.60
Year 12	CLASS 3 ARFF	NA	\$ 527,354.00		02/04/19	02/04/39		144	12.00		5%	\$ 940,686.65	\$ 78,390.55
Year 12	GOLF CART	NA	\$ 10,239.00		06/02/16	06/02/24		112	8.00		5%	\$ 20,524.07	\$ 2,565.51
Year 12	GATOR TX	NA	\$ 9,114.27	1M04X4XDKGM110083	10/23/15	10/23/25		114	8.00		5%	\$ 23,089.58	\$ 2,886.20
Year 12	EXPLORER	G420HC	\$ 26,253.04	1FM5K7B82FGB41658	01/14/15	01/14/24		123	9.00		5%	\$ 69,610.81	\$ 7,734.53
Year 12	600 AIR SWP	G963FP	\$ 189,551.95	4GTM7F1B89F700051	12/07/10	03/07/18		107	7.25		5%	\$ 461,791.63	\$ 63,695.40
Year 12	F150 SUPERCAB	G853JD	\$ 26,838.00	1FTEX1CB7KKE85717	12/24/19	12/24/29		133	10.00		5%	\$ 59,861.88	\$ 5,986.19
Year 12	570 LXT TRCT	NA	\$ 41,016.31	JJG0261598	10/25/99	10/25/21		240	20.00		5%	\$ 186,084.92	\$ 9,304.25
Year 12	F350	G640DS	\$ 22,240.26	1FTVX14598KC71605	11/03/05	03/03/20		179	14.33		5%	\$ 80,385.95	\$ 5,608.32
Year 12	CHEVROLET		\$ 30,736.00	3GCPNE7JG417604	09/10/18	09/10/28		120	10.00		5%	\$ 59,861.88	\$ 5,986.19
Year 12	SW9X	LG032Y	\$ 47,803.62	20313044	05/13/14	05/13/26		158	12.00		5%	\$ 146,747.12	\$ 12,228.93

	Year	Annual Value of Fleet	Adopted FY21 Reserve Balance	Annual Contribution *	Replacement Purchases	End Reserve Balance	To Operating Tab End Reserve Balance
Year 1	20/21	\$ 1,197,800.00	\$ 1,010,500.00	\$ 113,653.50	\$ -	\$ 1,124,153.50	\$ 1,124,200.00
Year 2	21/22	\$ 1,257,690.00		\$ 119,336.18	\$ 47,000.00	\$ 1,196,489.68	\$ 1,196,500.00
Year 3	22/23	\$ 1,320,574.50		\$ 125,302.99	\$ 108,800.00	\$ 1,212,992.67	\$ 1,213,000.00
Year 4	23/24	\$ 1,386,603.23		\$ 131,568.14	\$ 52,700.00	\$ 1,291,860.81	\$ 1,291,900.00
Year 5	24/25	\$ 1,455,933.39		\$ 138,146.55	\$ -	\$ 1,430,007.36	\$ 1,430,000.00
Year 6	25/26	\$ 1,528,730.06		\$ 145,053.87	\$ 99,300.00	\$ 1,475,761.23	\$ 1,475,800.00
Year 7	26/27	\$ 1,605,166.56		\$ 152,306.57	\$ 270,000.00	\$ 1,358,067.80	
Year 8	27/28	\$ 1,685,424.89		\$ 159,921.89	\$ -	\$ 1,517,989.69	
Year 9	28/29	\$ 1,769,696.13		\$ 167,917.99	\$ 35,000.00	\$ 1,650,907.68	
Year 10	29/30	\$ 1,858,180.94		\$ 176,313.89	\$ 35,000.00	\$ 1,792,221.57	
Year 11	30/31	\$ 1,951,089.98		\$ 185,129.58	\$ 550,000.00	\$ 1,427,351.15	
Year 12	31/32	\$ 2,048,644.48		\$ 194,386.06	\$ -	\$ 1,621,737.21	

* Annual Contribution based on replacement costs with a 5% inflation factor.

Equip #	Fund	Center	Desc	Class Code	Year	Make	Model	License	Purchase Cost	VIN	In Service Date	Estimated Replacement Date	Replacement FY	
0018695	640	21900	AVIATION		2018	PIERCE	CLASS 3 ARFF		\$ 527,354		02/04/19	02/04/31	30/31	
0016543	640	21900	AVIATION		2016	EZGO	GOLF CART		\$ 10,239		06/02/16	06/02/24	23/24	
0016520	650	21900	AVIATION		2016	JOHN DEERE	GATOR TX	NA	\$ 9,114	1M04X4XDKGM110083	10/23/15	10/23/25	25/26	
0015441	640	21900	AVIATION	1628	2015	FORD	EXPLORER	G420HC	\$ 26,253	1FM5K7B82FGB41658	01/14/15	01/14/24	23/24	
0409607	640	21900	AVIATION	7772	2009	TYMCO	600 AIR SWP	G963FP	\$ 189,552	4GTM7F1B89F700051	12/07/10	03/07/18	26/27	
0004699	640	21900	AVIATION	9142	1999	CASE	570 LXT TRCT	NA	\$ 41,016	JJG0261598	10/25/99	10/25/19	22/23	pushed out for replacement to FY22/23
0405205	640	21900	AVIATION	3512	2005	FORD	F350	G640DS	\$ 22,240	1FDSF34P55ED29668	11/03/05	03/03/21	21/22	out of budget package for FY21/22
0018834	640	21900	AVIATION		2018	CHEVROLET	1500		\$ 30,736	3GCPNE7JG417604	09/10/18	09/10/28	28/29	can push out to FY28/29
0014400	640	21900	AVIATION	9412	2014	POWERBOSS	SW9X	LG032Y	\$ 47,804	20313044	05/13/14	05/13/26	25/26	
0019963	640	21900	AVIATION		2019	FORD	F150 SUPERCAB	G853JD	\$ 26,838	1FTEX1CB7KKE85717	12/24/19	12/24/29	29/30	new in-service 12/2019; replacement cost can be similar to other truck, \$35,000

AVIATION ENTERPRISE FUND
REVENUE FORECAST

Acc	FY 2020/21					FY 2021/22					Acc
	Proposed Revised as of Mar 2019	Adopted Budget	Actual	Forecast vs. Actual \$ Variance	Forecast vs. Actual % Variance	Proposed Revised as of Mar 2019	Adopted Budget	Actual	Forecast vs. Actual \$ Variance	Forecast vs. Actual % Variance	
Privilege and Use Tax	41110	175,000	175,000	(175,000)	-100%	150,000			(150,000)	-100%	41110
Federal Aid											
State Aid											
Direct Cost/Fire Protection Service											
Interest Income	46411	151,861	151,861	(151,861)	-100%	59,026			(59,026)	-100%	46411
Change in Fair Value											
Realized Gain/Loss On Investment											
Administrative Fees											
Land and Building Rent	46601	176,467	176,467	(176,467)	-100%	177,348			(177,348)	-100%	46601
Aircraft Tie Downs	47801	32,000	32,000	(32,000)	-100%	15,600			(15,600)	-100%	47801
Aviation Fuel/Oil	47802	843,350	843,350	(843,350)	-100%	841,828			(841,828)	-100%	47802
Private Hangar/Office	47804	30,600	30,600	(30,600)	-100%	22,800			(22,800)	-100%	47804
Transient Parking Fees	47805	359,075	359,075	(359,075)	-100%	389,596			(389,596)	-100%	47805
Airpark/Fuel	47806	321,650	321,650	(321,650)	-100%	279,955			(279,955)	-100%	47806
Airpark/Fixed	47807	76,600	76,600	(76,600)	-100%	77,040			(77,040)	-100%	47807
Charter Brokerage Fees				-	NA				-	NA	
Fixed Tenant Rents*	47809	1,869,600	1,869,600	(1,869,600)	-100%	2,221,900			(2,221,900)	-100%	47809
Private Hangar/Shade	47810	200,000	200,000	(200,000)	-100%	204,000			(204,000)	-100%	47810
Restaurant Revenue	47811			-	NA	100			(100)	-100%	47811
Miscellaneous Revenue	47812	15,030	15,030	(15,030)	-100%	2,400			(2,400)	-100%	47812
Late Charges	47813	6,000	6,000	(6,000)	-100%	9,100			(9,100)	-100%	47813
License Agreements				-	NA				-	NA	
Percentage Fees for ABP	47820	460,000	460,000	(460,000)	-100%	541,000			(541,000)	-100%	47820
Custom Fees	47821	530,400	530,400	(530,400)	-100%	630,788			(630,788)	-100%	47821
Rental Car Concession Revenue	47822	113,266	113,266	(113,266)	-100%	127,000			(127,000)	-100%	47822
Transient Landing Fees	47823	499,500	499,500	(499,500)	-100%	542,632			(542,632)	-100%	47823
Prox Card/Gate Opener Fees	47824	3,300	3,300	(3,300)	-100%	3,590			(3,590)	-100%	47824
Autos, Machinery & Equipment	48502			-	NA				-	NA	
Recovery of Expense	48603			-	NA				-	NA	48603
Real Estate				-	NA				-	NA	
Meeting Room Rental	47825	31,250	31,250	(31,250)	-100%	25,750			(25,750)	-100%	47825
Insurance Recoveries											
Forecasted Revenue Growth				-	NA				-	NA	
		5,894,949	5,894,949	-	(5,894,949)	(19)	6,321,453	-	-	(6,321,453)	(20)
		5,894,949	5,894,949				6,321,453	-			

- 41110 JET FUEL SALES TAX
- 46411 INTEREST INCOME POOLED
- 46601 LAND AND BUILDING RENT
- 47801 AIRCRAFT TIE DOWNS
- 47802 AVIATION FUEL
- 47804 PRIVATE HANGAR (AIRPORT)
- 47805 TRANSIENT PARKING FEES
- 47806 AIRPARK/PRIVATE AIRPORT FUEL
- 47807 AIRPARK ACCESS FEES
- 47809 FIXED TENANT RENTS
- 47810 AIRPARK HANGAR/SHADE
- 47811 RESTAURANT REVENUE
- 47812 MISCELLANEOUS REVENUE
- 47813 LATE CHARGES
- 47820 ABP FEES
- 47821 CUSTOM FEES
- 47822 RENTAL CAR CONCESSION REVENUE
- 47823 TRANSIENT LANDING FEES
- 47824 PROX CARD/GATE OPENER FEES
- 47825 MEETING ROOM RENTAL

*Fixed Tenant Rents includes the Fire Station and

14%

-100%