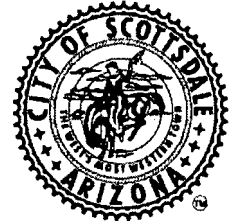


# CITY COUNCIL REPORT



Meeting Date: July 5, 2017  
 General Plan Element: *Economic Vitality*  
 General Plan Goal: *Utilize redevelopment and revitalization efforts to sustain economic well-being*

## ACTION

**Construction Manager at Risk Construction-Phase Services Contract for Scottsdale Airport Terminal Area Redevelopment Project.** Adopt Resolution 10777 authorizing contract 2017-060-COS with JE Dunn Construction for a guaranteed maximum price of \$14,193,166.00 along with a City Project Contingency of \$440,927 for a total contract price of \$14,634,093.00 to conduct construction phase services as Construction Manager at Risk (CMAR) for the first phase of the Terminal Area Redevelopment Project at Scottsdale Airport.

## BACKGROUND

The purpose of this action is to award a CMAR construction-phase services contract 2017-060-COS, guaranteed maximum price (GMP #1) with JE Dunn Construction.

The proposed redevelopment will make better use of the terminal area space that includes two existing City owned buildings. The first building, the Terminal building, was constructed in the 1960's and is currently configured for commercial airline service with a large boarding area which will never be used for this purpose. The second building, the Aviation Business Center, was constructed in the 1970's and was originally configured for the Federal Aviation Administration. The building is divided into many small, 100 square foot, offices which are difficult to lease.

The City Council adopted Airport Master Plan has identified a better use of the terminal area and a need for hangar and supporting office space for medium to large corporate jets. This new development will fulfill these needs by demolishing two existing buildings and replacing them with two large executive hangars, a modern, energy efficient office building, and a new parking lot.

This first phase of the project will involve the construction of the site utilities, parking lot and the two hangar complexes.

GMP #2 which will be brought forward to the City Council for consideration at a future date, will be used to construct the new Aviation Business Center Building.

The Aviation Department decided to use a CMAR contract to construct this project. Typically, CMARs are best used for complex construction such as buildings. The advantage to the CMAR method is that the contractor is brought into the process early during design. They are able to make value engineering recommendations, conduct constructability reviews, and they are able to solicit bids from pre-qualified contractors. This typically reduces the chances of having large change orders due to incomplete or poor designs and also allows for shorter completion schedules.

## **ANALYSIS & ASSESSMENT**

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### **Recent Staff Action**

In order to select JE Dunn Construction as the most qualified company, staff prepared and publicly advertised a Request for Qualifications (RFQ) for a CMAR to provide pre-construction phase services for the Scottsdale Airport Terminal Area Redevelopment Project. Twelve responses were received by the deadline of May 3, 2016. A panel of six conducted interviews, evaluated the responses, and chose JE Dunn Construction as the CMAR for this project.

JE Dunn Construction subsequently completed those services by soliciting subcontractor bids and then provided the GMP to the City.

### **Community Involvement**

The public was provided the opportunity to comment on this proposed action at the Airport Advisory Commission meeting on June 19, 2017. No negative comments were received and the Airport Advisory Commission unanimously approved a motion to recommend to the City Council adoption of Resolution 10777, authorizing contract 2017-060-COS.

## **RESOURCE IMPACTS**

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### **Available funding**

Funding is currently available in CIP Project Center AB59, Airport Terminal Redevelopment Project.

In May 2017, \$23.5 million of Municipal Property Corporation (MPC) long term debt was issued to finance the redevelopment project; due to a favorable market, an additional \$1.7 million of premium was received. A total of \$25.2 million is available for project funding. Aviation rates and fees will be used for debt service obligations. New long term contracts for leased hangars, restaurant facilities and office space along with fixed tenant rents, miscellaneous rental agreements and permit fees are forecasted to sufficiently cover debt service requirements.

**Staffing, Workload Impact**

No additional City staff or overtime will be needed to administer this project.

**Maintenance Requirements**

The City will have no maintenance requirements for the two hangar complexes. The tenant will be responsible for all maintenance of those facilities after the 1-year warranty period expires. The maintenance requirements for the new parking facility will be equal to or less than what is currently needed for the existing parking lot.

**Future Budget Implications**

For GMP #1, the City will not have any additional budget requirements due to the fact that the lease for the hangars and ancillary support spaces require the tenant to maintain those facilities for the duration of the lease.

**OPTIONS & STAFF RECOMMENDATION**

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**Recommended Approach**

Adopt Resolution 10777 authorizing contract 2017-060-COS, GMP #1, with JE Dunn Construction, in the amount of \$14,634,093.00 to conduct construction phase services as Construction Manager at Risk for the Terminal Area Redevelopment Project at Scottsdale Airport.

**Proposed Next Steps**

If the contract is authorized by City Council, the project is expected to start by the end of July, 2017 and will be completed within 13 months.

**RESPONSIBLE DEPARTMENT(S)**

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Aviation Department

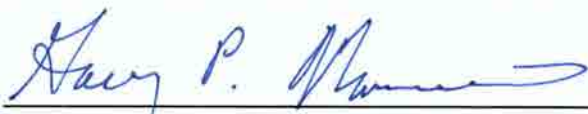
**STAFF CONTACTS (S)**

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Chris Read, Airport Operations Manager, Aviation Department

**APPROVED BY**

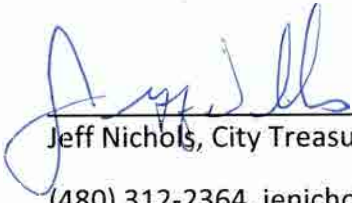
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Gary P. Mascaro, C.M., C.A.E., Aviation Director

(480) 312-7735, [gmascaro@scottsdaleaz.gov](mailto:gmascaro@scottsdaleaz.gov)

Date 6/20/17



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Jeff Nichols, City Treasurer

(480) 312-2364, [jenichols@scottsdaleaz.gov](mailto:jenichols@scottsdaleaz.gov)

6/19/17

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Date

## **ATTACHMENTS**

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1. Resolution No. 10777
2. Contract No. 2017-060-COS
3. Project Area Map

15692011v1

RESOLUTION NO. 10777

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE AWARD OF CONSTRUCTION MANAGER AT RISK PHASE ONE CONSTRUCTION SERVICES CONTRACT NO. 2017-060-COS WITH JE DUNN CONSTRUCTION, FOR THE AIRPORT TERMINAL AREA REDEVELOPMENT PROJECT.

WHEREAS, the City of Scottsdale desires to redevelop the terminal area at the Scottsdale Airport; and

WHEREAS, JE Dunn Construction, has offered to provide to the City the requisite construction phase services necessary to redevelop the terminal area; 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 Contract No. 2017-060-COS, with a guaranteed maximum price of fourteen million one hundred ninety-three thousand one hundred sixty-six dollars (\$14,193,166) along with a City Project Contingency of four hundred forty thousand nine hundred twenty-seven dollars (\$440,927) for a total project price of fourteen million six hundred thirty-four thousand and ninety-three dollars (\$14,634,093) between the City and JE Dunn Construction, for Phase One construction manager at risk construction services in connection with the terminal area redevelopment project at Scottsdale Airport.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 5<sup>th</sup> day of July, 2017.

CITY OF SCOTTSDALE,  
an Arizona municipal corporation

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

\_\_\_\_\_  
W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
~~Bruce Washburn, City Attorney~~  
By: Eric Anderson, Senior Assistant City Attorney

15704204v1



**CITY OF SCOTTSDALE**

**CONSTRUCTION MANAGER AT RISK**

**CONSTRUCTION SERVICES**

**PROJECT NAME: TERMINAL AREA REDEVELOPMENT**

**PROJECT NO: AB59**

**CONTRACT NO: 2017-060-COS**

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**CITY OF SCOTTSDALE**

**CONSTRUCTION MANAGER AT RISK  
CONSTRUCTION SERVICES**

**PROJECT NO: AB59  
CONTRACT NO: 2017-060-COS**

**THIS CONTRACT**, entered into this 5th day of July, 2017, between the City of Scottsdale, an Arizona municipal corporation (the "CITY") and JE Dunn Construction Company, a Missouri 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 TERMINAL AREA REDEVELOPMENT Project, located in the terminal area redevelopment project at Scottsdale Airport, 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 JE Dunn Construction Company, to provide these services and construct the Project.
- D.** Contract No. 2016-091-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 in the terminal area redevelopment project at Scottsdale Airport, and to completely construct the Project and install the material in the Project for the City. The Work shall conform to the 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, which shall not be unreasonably withheld. If a change of CMAR Representative becomes necessary as a result of separation from employment, City will not



unreasonably withhold consent to designation of new CMAR Representative.

## **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 and Construction Coordinator and Contract Administrator shall agree on the Baseline Project Schedule. 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 general line item 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; unless such suspension is caused by the City or a party for which the City is responsible, in such case CMAR's compensation shall be equitably adjusted for such costs.
- 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 commencing Work, the CMAR and each Subcontractor must verify measurements at the Site. To the extent of differences discovered between actual dimensions and the dimensions indicated on the drawings; differences that are discovered shall be submitted to the City for resolution before proceeding with the Work and to the extent resulting in additional costs, CMAR shall be entitled to a Change Order.
- 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.
- 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.** 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. Notwithstanding the above, removal of waste products and debris that contain hazardous materials preexisting on the site will be treated in accordance with section 1.10.13.
- 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, or an able substitute pre-approved by the Contract Administrator, 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, or any other party for which the City is responsible, and not covered by insurance. The costs and expenses incurred by the CMAR for which it is responsible 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 reviewing 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 requirements 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 in lieu of hard copies 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.
  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.

## 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 Drawings electronically.

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 providing the notice as set forth in section 6.5 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. If CMAR sustains damages or delay arising out of unforeseen hazardous materials, an extension of Contract Time and additional costs shall be recoverable by CMAR 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 any acts or circumstances beyond the CMAR's control.

**1.11.2** Intentionally Omitted.

**1.11.3** 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.

**1.11.4** 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 or other format if available at no cost of the Construction Documents acceptable to the City and CMAR, 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. CMAR may communicate directly with the Design Professional but shall include the Contract Administrator in any such communication.

**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 with reasonable promptness as to not delay the Work. 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.

If CMAR believes that additional surveys, easements or other information are necessary to perform the Work, CMAR will notify the Contract Administrator. Contract Administrator will then consult with the Design Team to determine if such documents or information is necessary. If the City concurs, the City will provide the requested information. If the Parties cannot agree whether additional documents or information is necessary, the dispute will be resolved in accordance with Article 7.

## **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 297 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**

At the time CMAR seeks 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 Substantial Completion 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 downward 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 25<sup>th</sup> 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. All submittals associated with each Work activity and the review time for each submittal shall be set forth in a separate Submittal schedule to be approved by the Contract Administrator.

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 weather 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 to the extent the City makes payment therefore, 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 \$14,193,166, 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 mutually agreed upon by the City and CMAR, 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 cost incurred and the GMP. Unused savings including unused General Conditions and Construction Contingency will be retained by the City at the completion of the Project.

**4.3.3** The GMP is composed of the Total Cost of the Work (Direct Costs), the CMAR's Indirect Costs and the Construction Contingency which are defined as:

1. The Total Cost of the Work (Direct Costs) is the negotiated 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, including transportation and storage thereof, materials testing prescribed in Article 1.8, equipment rentals 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 amount is an amount added to the GMP for Project supervision and other indirect costs according to construction terms as defined in Article 12, to the extent incurred by CMAR. 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 at the rates set forth in the accepted GMP Proposal. Other costs may include: temporary office, relocation costs, travel costs, permit, licenses, and fees not specifically listed in Article 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 and internet services at the site.

- b. Payment Bonds, Performance Bonds and Insurance are actual costs applied to the GMP at the rates 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.
3. The Guaranteed Maximum Price includes a Construction Contingency which shall be available for CMAR's use, subject to City's prior review and approval, which shall not be unreasonably withheld, for legitimate unforeseen construction expenses which cannot be included in a Change Order. Unforeseen construction expenses include, but are not limited to: 1) overtime premiums and other costs due to schedule acceleration and/or compression; 2) labor and material cost overruns ; 3) gaps in scope of Subcontracts or CMAR self-performed work; 4) additional weather protection costs not previously budgeted; 5) additional temporary facility or temporary heating costs not previously budgeted; (6) errors in estimated quantities and 7) additional Subcontractor and/or supplier costs not included within Subcontracts, Material & Equipment Contracts and/or Purchase Orders. The amount of the Construction Contingency is established in Exhibit C.

**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](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 relating to the requested relief 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 off the adjusted date of completion, if any, as appropriate in the future.

#### **5.4 ERRORS, DISCREPANCIES AND OMISSIONS**

**5.4.1** If the CMAR discovers 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 known errors, discrepancies or omissions, without providing notice thereof, 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, unless specifically reserved therein.

**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 COSTS PENDING DISPUTE**

If no mutual agreement occurs between the City and the CMAR, the CMAR shall proceed with the Work, and its interim compensation 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. Such dispute in compensation shall then be subject to Article 5.11.4.

## **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 Total Cost of Work, including, but not limited to, 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, but are not limited to, CMAR's overhead and profit, license fees, insurance and bond premiums, supervision, and vehicle expense directly related to the Change order. Additional CMAR's Construction Fee associated with a change order shall be limited to Five and One Half percent (5.5%) of the sum of the Total Cost of Work and Indirect Costs associated with the changed work.

## **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 additional Total Cost of Work items and Indirect Costs, including CMAR's

overhead and profit, incurred as a result of the change based on the rate schedules set forth in the accepted GMP proposal.

## **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 the Total Cost of Work items and Indirect Costs resulting from a Change in the Work will be determined by the following methods::

1. Using direct cost labor and material rates established in the contract documents as a basis of the adjustment;
2. Using prices found in the Contract or as subsequently agreed between the parties;
3. A mutually agreed upon accepted, lump sum, 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, subject to the percentage limitation established in Article 5.8 for CMAR's overhead and profit.

**5.11.2** If an increase or decrease cannot be agreed to as set forth in this Article 5, 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 are 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 Indirect Costs, 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, upon payment by the City for the Work, title to all the Work will pass to the City free and clear of all claims, liens, encumbrances, and security interests..

- 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. CMAR shall ensure that the materials and equipment have appropriate 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 to perform all construction as called for by this Contract in the manner and under the conditions specified within the time, or times, stated in this Contract and upon payment by the City to CMAR, such Work shall be free and clear of all claims, liens, and charges whatsoever.
- 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 first day of the month the "Construction Payment Request" for costs incurred in the prior month.

## **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, other than those that could arise from the Final Payment that has not been tendered by the City as of the date of the affidavit;
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 charged for costs not reimbursable under this Contract.

- 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 for changed work or for any Subcontractor on a GMP subcontract.
- 6.9.3** The City reserves the right to withhold payments due on this Contract in an amount reasonably necessary to protect its interests 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 up to an amount equal to Twenty Thousand Dollars (\$20,000.00). 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 to the extent necessary to determine compliance with Section 11.34 or any other provision requiring compliance with federal or state law.

## 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.

#### 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  
Dave Lipinski, PE, City Engineer  
One Civic Center – Suite 205  
7447 East Indian School Road  
Scottsdale, AZ 85251  
(480) 312-2641

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

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

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

City of Scottsdale  
Aviation Department  
Chris Read, Construction Admin Supervisor  
15000 N. Airport Drive  
Scottsdale, Arizona 85251  
(480) 312-2674

### 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 Hunter, Vice President, CMAR Representative  
JE Dunn Construction Company  
2000 W. University Dr.  
Tempe, AZ 85281  
602-443-2646

## 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.

**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, and the CMAR fails to commence complying within the time frame reasonably 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 procured with the City's funds for incorporation into the Project, 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.
- 8.4** 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**

15531112v1

PROJECT NAME – TERMINAL AREA REDEVELOPMENT

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PROJECT No: AB59

- 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 \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 annual general aggregate; such coverage including 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 annual aggregate. 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 the Work being constructed. 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 on an All Risk form, for the completed value replacement cost equal to the GMP and all subsequent modifications. The CMAR's Builders' Risk-Installation insurance must be primary and not contributory. The City and CMAR waive all rights of subrogation against the each other and their respective officers, officials and employees. The City and CMAR further waive all

rights of subrogation against their respective contractors, consultants, designers and subcontractors, and shall require those parties to do so against their sub-tier contractors and consultants.

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.
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 the control and care of CMAR while in transit or 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.

Provided that the deductible does not exceed \$10,000 (other than sublimited weather deductibles), the City will be responsible for any and all deductibles under this policy, unless such loss is caused by the acts of CMAR, its subcontractors or others for whom CMAR is responsible.

3. The City may 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.
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) Substantial Completion; or, (ii) until no person or entity, other than the City, has an insurable interest in the property requires to be covered.

**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, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf 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.

- 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 canceled until after 30 days written notice has first been given by the insurer, 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** Upon 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 name the City as an Obligee and be 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.

**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 negligent act or omission, 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.

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 or Contract 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. **INTENTIONALLY OMITTED..**
  - 11.10. **INTENTIONALLY OMITTED.**
  - 11.11. **DAMAGED UTILITIES DURING CONSTRUCTION.** Any utilities that have been disclosed to CMAR or are otherwise known to CMAR that are 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 for the City's convenience in accordance with the provisions of Article 8.1.1 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.

<b>To City:</b>	Chris Read, Contract Administrator City of Scottsdale Aviation Department 15000 N. Airport Drive Scottsdale, Arizona 85260
<b>To CMAR:</b>	Mike Hunter, Vice President, Project Executive JE Dunn Construction Company 2000 W. University Dr. Tempe, AZ 85281

**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 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. The Director will only grant an exemption if the use of endangered tropical hardwood is considered necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase Contract entered into by this state or its political subdivisions for construction will specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

### 11.33 HOURS OF WORK

**11.33.1** All building construction and associated work will be restricted to the applicable summer or winter hours. Construction activity will include any work requiring the use of manually operated or power assisted tools or equipment and vehicles used to excavate, erect or deliver materials associated with construction. Summer hours begin April 1 and end on October 31. No work may begin before 6:00 a.m. or continue after 7:00 p.m., Monday through Friday. No work will begin on Saturday or Sunday before 7:00 a.m. or continue after 7:00 p.m. Sunday work may be conducted only if the CMAR demonstrates, in writing to the building official, justifiable cause for the Sunday work.

**11.33.2** Winter hours begin November 1 and end on March 31. No work will begin before 7:00 a.m. or continue after 5:00 p.m., Monday through Friday. No work may begin on Saturday or Sunday before 8:00 a.m. or continue after 5:00 p.m. Sunday work may be conducted only if the CMAR demonstrates, in writing to the building official, justifiable cause for the Sunday work.

**11.33.3** The City may establish other times of work as necessary based on the geographical location of the jobsite in relation to surrounding occupancies, buildings and structures.

**11.33.4** 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 or Contract 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.

### **11.35 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 as to the repair work itself, 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.

### 11.43 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

The CMAR and City waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

.1 damages incurred by the City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the CMAR for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

### 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.

“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 changed 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, or the actions or inactions of a party for which the City is responsible, 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 Articles 6.4 and 6.5.

“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 defined in Article 4.3. CMAR shall also include its Construction Contingency in the GMP.

“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, CMAR Construction Fee 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 pricing, constructability, and schedule 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: 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: 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 Total Cost of the Work and Indirect Costs). 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: in the terminal area redevelopment project at Scottsdale Airport,, 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.

“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. AB59, CONTRACT NO. 2017-060-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:  
**JE DUNN CONSTRUCTION COMPANY**

\_\_\_\_\_  
Name Brad Schenck, Senior Vice President

**THE CITY OF SCOTTSDALE**, an  
Arizona municipal corporation

ATTEST:

\_\_\_\_\_  
W. J. "Jim" Lane, Mayor

\_\_\_\_\_  
Carolyn Jagger, City Clerk

RECOMMENDED:

\_\_\_\_\_  
Gary Mascaro, Aviation Director

\_\_\_\_\_  
Chris Read, Contract Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
Dave Lipinski, PE, City Engineer

OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
Bruce Washburn, City Attorney

By: Eric C. Anderson, Senior Assistant City Attorney

**EXHIBIT A**

**PROJECT DESCRIPTION**

**SCOPE OF WORK**

**The following is a brief and general description of the Project for which the construction phase services are to be performed:**

The Scottsdale Airport Terminal Area Redevelopment GMP Package 1 will involve demolishing two existing buildings and the associated structures at the site. It will also include the construction of two aircraft hangars and associated support space, a fuel farm, and renovation of the existing parking area.

This Project will be constructed on 6.1. Acre parcel located at the intersection of Butherus Road and Airport Drive.

**EXHIBIT B  
PRECONSTRUCTION AGREEMENT**

**PRECONSTRUCTION PHASE SERVICES CONTRACT**

**2016-172-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; a trade summary schedule that demonstrates a break down and allocation of the general components of the Guaranteed Maximum Price; 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. List of Subcontractor Bids
  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, taxes, bonds, insurances, 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 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. Labor costs shall include the employee classification, benefits, payroll taxes and other payroll burdens; The total cost for any portion of the work to be performed by subcontractors. 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**

<b>GMP SUMMARY</b>		<b>AMOUNT</b>
	<b>TOTAL COST OF THE WORK - DIRECT COSTS</b>	<b>AMOUNT</b>
A	Sub-Contractors' Cost of the Work (Labor, Materials, Equipment, Warranty, Insurance, Profit)	\$10,129,776
B	CMAR Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)	\$30,372
<b>C</b>	<b>Total Cost of the Work (A+B)</b>	<b>\$10,160,148</b>
	<b>INDIRECT COSTS</b>	<b>AMOUNT</b>
D	General Conditions	\$1,785,497
E	Payment and Performance Bonds (On GMP)	\$276,767
F	Insurance (Additional CMAR's Insurance not provided in the Total Cost of the Work)	\$241,284
G	CMAR Construction Fee (negotiated lump sum)	\$703,571
H	Taxes	\$697,394
<b>I</b>	<b>Subtotal Indirect Costs (D+E+F+G+H)</b>	<b>\$3,704,518</b>
<b>J</b>	<b>Total Cost of the Work + Indirect Costs (C+I)</b>	<b>\$13,864,661</b>
K	Construction Contingency	\$328,505
<b>L</b>	<b>CMAR's GMP (Not to Exceed) (J+K)</b>	<b>\$14,193,166</b>
<b>M</b>	<b>CITY'S PROJECT CONTINGENCY (As determined by the City)</b>	<b>\$440,927</b>
<b>N</b>	<b>CONTRACT PRICE (Not to Exceed) (L+M)</b>	<b>\$14,634,093</b>

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.

<b>Plans Used for Preparation of GMP No.</b>	
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 will consist of the following:**

1. Two (2) Copies of the GMP (perforated as requested by Bids & Specifications) Velo or 3-hole punched.
2. One copy of the plans and technical specifications used to arrive at the GMP (signed by Design Consultant, CMAR and Project Manager).

SDL - Terminal Area Redevelopment  
 Scottsdale, Arizona  
 June 12, 2017  
 Bid Package 1 GMP



66,394 SF

Scope Num	Description	June 12th BP1		Comments
		GMP	Cost/SF	
100	General Requirements	1,785,497	26.89	
00B	Progress Clean	50,448	0.76	
00C	Final Clean	9,295	0.14	
00D	Temp Fencing, Dumpsters	79,308	1.19	
01A	Surveying	31,600	0.48	
02B	Structure Demolition	96,320	1.45	
02C	Site Demolition	102,495	1.54	
03A	Cast-In-Place Concrete	1,624,148	24.46	
04A	Masonry	166,250	2.50	
05A	Structural and Misc Steel	1,439,742	21.68	
06A	Rough Carpentry	30,372	0.46	
06E	Millwork and Finish Carpentry	33,038	0.50	
07B	Water Repellents and Joint Sealants	36,350	0.55	
07F	Metal Panels	221,700	3.34	
07G	Membrane Roofing	332,936	5.01	
08A	Door Frames and Hardware	83,585	1.26	
08E	Overhead Doors	7,917	0.12	
08F	Hangar Doors	401,500	6.05	
08G	Glass and Glazing	164,385	2.48	
09A	Framing and Drywall	155,500	2.34	
09B	Painting and Wall Coverings	196,020	2.95	
09C	Tile and Stone Work	11,976	0.18	
09F	Acoustical Ceiling and Wall Treatments	15,870	0.24	
09H	Resilient Flooring and Carpet	12,000	0.18	
09I	Fluid Applied Flooring	219,278	3.30	Includes Alternate #04
09J	Concrete Grinding and Polishing	12,000	0.18	
10A	Building Specialties	6,603	0.10	
10G	Signage Supply and Install	69,022	1.04	
10J	Parking Canopies	100,650	1.52	
12A	Window Treatments	15,000	0.23	
21A	Fire Protection	805,600	12.13	Includes Alternate #05
23A	Mechanical & Plumbing	1,122,465	16.91	Includes Alternates #05, 06, 07, 08
26A	Electrical	899,950	13.55	
31C	Earthwork	238,943	3.60	
32A	Asphalt Paving	196,472	2.96	
32B	Site Concrete	198,952	3.00	
32G	Landscape and Irrigation	155,264	2.34	
32H	Fences and Gates	128,600	1.94	
33A	Site Utilities	383,594	5.78	
33B	Fuel Tank	305,000	4.59	

S1		Subtotal	11,945,645	179.92
CCt	Construction Contingency		328,505	4.95
PBI	Bonds		276,767	4.17
PBI	Insurance		241,284	3.63
Fee	Fee		703,571	10.60
Tax	Arizona Privilege Tax		697,394	10.50

S2		Subtotal	14,193,166	213.77
DCt	City's Project Contingency		440,927	6.64

Total \$14,634,093 \$220.41



**List of Drawings Bid Package #1**

Sheet Number	Description	Date
	Project Specifications	4/18/2017
	Report on Geotechnical Investigation	11/11/2016
1G000	COVER SHEET - BID PACKAGE #1	4/18/2017
1G000a	SHEET INDEX - BID PACKAGE #1	4/18/2017
1G000b	BID PACKAGE DELINEATION	4/18/2017
1G001	PROJECT INFORMATION	4/18/2017
1G003	SYMBOLS AND ABBREVIATIONS	4/18/2017
1G004	CODE SITE DATA	4/18/2017
1G005	OPEN SPACE PLAN	4/18/2017
1G006	PARKING OPEN SPACE	4/18/2017
1G008	OVERALL CODE SITE PLAN	4/18/2017
1G009	HANGAR CODE SUMMARY	4/18/2017
1G010	HANGAR CODE SUMMARY	4/18/2017
1G011	NORTH HANGAR - CODE PLAN	4/18/2017
1G012	SOUTH HANGAR - CODE PLAN	4/18/2017
1G013	HANGAR PLUMBING PLANS	4/18/2017
1G020	FIRE/SOUND RESISTIVE ASSEMBLIES	4/18/2017
1G021	FIRE PENETRATION DETAILS	4/18/2017
1C001	NOTES, LEGEND & ABBREVIATIONS	4/18/2017
1C101	TOPOGRAPHIC SURVEY	4/18/2017
1C102	CIVIL DETAILS	4/18/2017
1CD101	DEMOLITION PLAN	4/18/2017
1CD102	PAVEMENT SAWCUT LIMITS	4/18/2017
1C201	CURB GEOMETRICAL CONTROL PLAN	4/18/2017
1C202	CURB GEOMETRICAL CONTROL PLAN	4/18/2017
1C301	GRADING & DRAINAGE PLAN	4/18/2017
1C302	GRADING & DRAINAGE PLAN	4/18/2017
1C303	GRADING & DRAINAGE PLAN	4/18/2017
1C401	PAVING PLAN & PROFILE	4/18/2017
1C402	PAVING PLAN & PROFILE	4/18/2017
1C403	STORM DRAIN PIPE PROFILES	4/18/2017
1C501	ROADWAY & PARKING LOT STRIPING PLAN	4/18/2017
1C-UT1	UTILITY COVER SHEET & SHEET INDEX	4/14/2017

1C-UT2	OVERALL UTILITY & DEMOLITION PLAN	4/14/2017
1C-UT3	PUBLIC & PRIVATE PROPOSED WATER & SEWER PLAN	4/14/2017
1C-UT4	PUBLIC & PRIVATE PROPOSED WATER & SEWER PLAN	4/14/2017
LS1.0	LANDSCAPING COVER SHEET	4/18/2017
NP1.1	NATIVE PLANT INVENTORY	4/18/2017
LP1.1	LANDSCAPE PLAN - AREA 1	4/18/2017
LP1.2	LANDSCAPE PLAN - AREA 2	4/18/2017
LP1.3	LANDSCAPE PLAN - AREA 3	4/18/2017
LD1.1	LANDSCAPE DETAILS	4/18/2017
LD1.2	LANDSCAPE DETAILS	4/18/2017
IP1.1	IRRIGATION PLAN - AREA 1	4/18/2017
IP1.2	IRRIGATION PLAN - AREA 2	4/18/2017
IP1.3	IRRIGATION PLAN - AREA 3	4/18/2017
ID1.1	IRRIGATION DETAILS	4/18/2017
ID1.2	IRRIGATION DETAILS	4/18/2017
ID1.3	IRRIGATION DETAILS	4/18/2017
1S001	STRUCTURAL NOTES	4/18/2017
1S002	STRUCTURAL NOTES	4/18/2017
1S003	STATEMENT OF SPECIAL INSPECTIONS TABLE AND NOTES	4/18/2017
1S004	STRUCTURAL STEEL SPECIAL INSPECTIONS TABLE AND NOTES	4/18/2017
1S005	SOUTH HANGAR - STRUCTURAL LOADING PLAN	4/18/2017
1S006	NORTH HANGAR - STRUCTURAL LOADING PLAN	4/18/2017
1S120	SOUTH HANGAR - FOUNDATION PLAN	4/18/2017
1S121	SOUTH HANGAR - FLATWORK PLAN	4/18/2017
1S122	SOUTH HANGAR - STRUCTURAL WALL PLAN	4/18/2017
1S123	SOUTH HANGAR - ROOF FRAMING PLAN	4/18/2017
1S130	NORTH HANGAR - FOUNDATION PLAN	4/18/2017
1S131	NORTH HANGAR - FLATWORK PLAN	4/18/2017
1S132	NORTH HANGAR - STRUCTURAL WALL PLAN	4/18/2017
1S133	NORTH HANGAR - ROOF FRAMING PLAN	4/18/2017
1S140	CANOPY - FOUNDATION PLANS	4/18/2017
1S141	SOUTH HANGER & NORTH HANGAR - OVERALL SCREEN WALL FRAMING PL	4/18/2017
1S142	ENLARGED PLANS	4/18/2017
1S143	ENLARGED PLANS	4/18/2017
1S501	FOUNDATION DETAILS	4/18/2017
1S511	FLATWORK DETAILS	4/18/2017
1S521	STRUCTURAL WALL DETAILS	4/18/2017
1S522	STRUCTURAL WALL DETAILS	4/18/2017
1S541	FRAMING DETAILS	4/18/2017
1S542	FRAMING DETAILS	4/18/2017
1S543	FRAMING DETAILS	4/18/2017
1S544	FRAMING DETAILS	4/18/2017
1S601	STRUCTURAL SCHEDULES	4/18/2017

1A001	OVERALL SITE PLAN	4/18/2017
1A002	PARTIAL SITE PLAN - SECTOR A	4/18/2017
1A003	PARTIAL SITE PLAN - SECTOR B	4/18/2017
1A004	PARTIAL SITE PLAN - SECTOR C	4/18/2017
1A050	ENLARGED PLANS	4/18/2017
1A051	SITE DETAILS - TRASH ENCLOSURES	4/18/2017
1A052	SITE DETAILS- SITE WALLS	4/18/2017
1A053	VEHICULAR / PEDESTRIAN GATES - NORTH	4/18/2017
1A054	VEHICULAR / PEDESTRIAN GATES - SOUTH	4/18/2017
1A055	SECURITY GATES DETAILS	4/18/2017
1A056	SECURITY GATES DETAILS	4/18/2017
1A057	SITE DETAILS	4/18/2017
1A058	SITE DETAILS - PARKING CANOPIES	4/18/2017
1A070	WALL/FLOOR ASSEMBLIES	4/18/2017
1A071	WALL ASSEMBLIES	4/18/2017
1A075	WALL ASSEMBLY DETAILS	4/18/2017
1A201	SOUTH HANGAR - FLOOR PLAN	4/18/2017
1A202	NORTH HANGAR - FLOOR PLAN	4/18/2017
1A203	SOUTH HANGAR SUPPORT - FLOOR PLAN	4/18/2017
1A204	NORTH HANGAR SUPPORT - FLOOR PLAN	4/18/2017
1A220	SOUTH HANGAR - ROOF PLAN	4/18/2017
1A221	NORTH HANGAR - ROOF PLAN	4/18/2017
1A222	HANGAR SUPPORT - ROOF PLANS	4/18/2017
1A230	ROOF DETAILS	4/18/2017
1A250	PLAN DETAILS	4/18/2017
1A252	PLAN DETAILS	4/18/2017
1A253	PLAN DETAILS	4/18/2017
1A300	CEILING ASSEMBLIES/DETAILS	4/18/2017
1A301	SOUTH HANGAR - FIRST FLOOR RCP	4/18/2017
1A302	NORTH HANGAR - FIRST FLOOR RCP	4/18/2017
1A303	HANGAR SUPPORT - RCPS	4/18/2017
1A350	CEILING DETAILS	4/18/2017
1A401	SOUTH HANGAR - EXTERIOR ELEVATIONS	4/18/2017
1A402	SOUTH HANGAR - EXTERIOR ELEVATIONS	4/18/2017
1A403	NORTH HANGAR - EXTERIOR ELEVATIONS	4/18/2017
1A404	NORTH HANGAR - EXTERIOR ELEVATIONS	4/18/2017
1A500	HANGAR - BUILDING SECTIONS	4/18/2017
1A501	HANGAR - BUILDING SECTIONS	4/18/2017
1A520	HANGAR WALL SECTIONS	4/18/2017
1A521	HANGAR WALL SECTIONS	4/18/2017
1A522	HANGAR WALL SECTIONS	4/18/2017
1A550	SECTION DETAILS	4/18/2017

1A551	SECTION DETAILS	4/18/2017
1A552	SECTION DETAILS	4/18/2017
1A553	SOUTH HANGAR SUPPORT SCREEN	4/18/2017
1A554	NORTH HANGAR SUPPORT SCREEN - SOUTH	4/18/2017
1A555	NORTH HANGAR SUPPORT SCREEN - NORTH	4/18/2017
1A600	ENLARGED PLANS	4/18/2017
1A650	RESTROOM PLANS/ELEVATIONS	4/18/2017
1A651	RESTROOM PLANS/ELEVATIONS	4/18/2017
1A701	DOOR SCHEDULE	4/18/2017
1A750	DOOR DETAILS	4/18/2017
1A751	DOOR DETAILS	4/18/2017
1A752	DOOR DETAILS	4/18/2017
1A753	HANGAR DOOR DETAILS	4/18/2017
1A754	HANGAR DOOR DETAILS	4/18/2017
1A760	WINDOW WALL TYPES	4/18/2017
1A761	WINDOW SCHEDULE	4/18/2017
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1A801	SOUTH HANGAR - FINISH PLAN	4/18/2017
1A802	NORTH HANGAR - FINISH PLAN	4/18/2017
1A803	HANGAR SUPPORT - FINISH PLANS	4/18/2017
1A820	HANGAR SUPPORT - INTERIOR ELEVATIONS	4/18/2017
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1A853	CONCRETE PANEL SCHEDULE	4/18/2017
1A930	SITE SIGNAGE KEY PLAN	4/18/2017
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1A933	SITE SIGNS DETAILS	4/18/2017
1A934	BUILDING SIGNS	4/18/2017
1A935	BUILDING SIGNS	4/18/2017
1A936	BUILDING SIGNS ELEVATIONS	4/18/2017
1A937	BUILDING SIGN ELEVATIONS	4/18/2017
1A938	INTERIOR SIGNAGE	4/18/2017
FA001	FIRE ALARM NOTES, LEGEND, & DETAILS	4/18/2017
FA100	FIRE ALARM FLOOR PLAN - SOUTH HANGAR	4/18/2017
FA101	FIRE ALARM FLOOR PLAN - NORTH HANGAR	4/18/2017
FX001	FIRE SPRINKLER NOTES, LEGEND, & DETAILS	4/18/2017
FX002	FIRE SUPPRESSION DETAILS	4/18/2017
FX100	FIRE SPRINKLER FLOOR PLAN -SOUTH HANGAR	4/18/2017

FX101	FIRE SPRINKLER FLOOR PLAN - NORTH HANGAR	4/18/2017
FX200	FIRE SUPPRESSION FLOOR PLAN - SOUTH HANGAR	4/18/2017
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1P001	SOUTH & NORTH HANGAR - PLUMBING ABBREVIATIONS, NOTES, SCHEDULES, AND SYMBOLS	4/18/2017
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1P121	SOUTH HANGAR - FIRST FLOOR DRAIN AND VENT PLUMBING PLAN	4/18/2017
1P122	SOUTH HANGAR - FIRST FLOOR SUPPLY PLUMBING PLAN	4/18/2017
1P130	NORTH HANGAR - UNDERGROUND DRAIN AND VENT PLUMBING PLAN	4/18/2017
1P131	NORTH HANGAR - FIRST FLOOR DRAIN AND VENT PLUMBING PLAN	4/18/2017
1P132	NORTH HANGAR - FIRST FLOOR SUPPLY PLUMBING PLAN	4/18/2017
1P140	SOUTH HANGAR SUPPORT - ENLARGED DRAIN AND VENT, SUPPLY PLUMBING PLANS	4/18/2017
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1P930	NORTH HANGAR DRAIN AND VENT PLUMBING ISOMETRIC PLAN	4/18/2017
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1M001	MECHANICAL NOTES & SYMBOLS	4/18/2017
1M120	SOUTH HANGAR - FLOOR PLAN - HVAC	4/18/2017
1M121	SOUTH HANGAR - FLOOR PLAN - MECHANICAL	4/18/2017
1M130	NORTH HANGAR - FLOOR PLAN - HVAC	4/18/2017
1M131	NORTH HANGAR - FLOOR PLAN - MECHANICAL	4/18/2017
1M140	SOUTH HANGAR SUPPORT - PLAN/ROOF - HVAC	4/18/2017
1M141	SOUTH HANGAR SUPPORT - PLAN/ROOF - MECHANICAL	4/18/2017
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1M501	MECHANICAL DETAILS	4/18/2017
1M502	MECHANICAL DETAILS	4/18/2017
1M601	MECHANICAL SCHEDULES	4/18/2017
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1M603	MECHANICAL SCHEDULES	4/18/2017
1M604	MECHANICAL SCHEDULES	4/18/2017
1M701	MECHANICAL SCHEMATICS	4/18/2017
1E 001	NOTES, SYMBOLS & ABBREVIATIONS	4/18/2017
1ED010	OVERALL - ELECTRICAL SITE DEMOLITION PLAN	4/18/2017
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1E 522	HANGARS - DETAILS	4/18/2017
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1T001	NOTES, SYMBOLS & ABBREVIATIONS	4/18/2017
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1TD412	ABC & VAULT BUILDINGS - DEMOLITION PHOTOS	4/18/2017
1T010	OVERALL - TECHNOLOGY SITE PLAN	4/18/2017
1T011	TECHNOLOGY SITE ENLARGED PLANS	4/18/2017
1T012	TECHNOLOGY SITE ENLARGED PLANS	4/18/2017
1T120	SOUTH HANGAR - TECHNOLOGY PLAN	4/18/2017
1T130	NORTH HANGAR - TECHNOLOGY PLAN	4/18/2017
1T420	SOUTH HANGAR - SUPPORT TECHNOLOGY PLANS	4/18/2017
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1T701	ONE -LINE DIAGRAMS	4/18/2017

### **Addendum #1 issued 05/05/2017**

1C102	CIVIL DETAILS	4/18/2017
1C201	CURB GEOMETRICAL CONTROL PLAN	4/18/2017
1C301	GRADING & DRAINAGE PLAN	4/18/2017
1C302	GRADING & DRAINAGE PLAN	4/18/2017
1S132	NORTH HANGAR STRUCTURAL WALL PLAN	4/18/2017
1S133	NORTH HANGAR ROOF FRAMING PLAN	4/18/2017



1S141	SOUTH HANGAR & NORTH HANGAR - OVERALL SCREEN WALL FRAMING PL	4/18/2017
1S501	FOUNDATION DETAILS	4/18/2017
1S543	FRAMING DETAILS	4/18/2017
1A204	NORTH HANGAR SUPPORT - FLOOR PLAN	4/18/2017
1A303	HANGAR SUPPORT RCPS	4/18/2017
1A752	DOOR DETAILS	4/18/2017
1A821	HANGAR SUPPORT - INTERIOR ELEVATIONS	4/18/2017
1P140	SOUTH HANGAR SUPPORT - ENLARGED DRAIN AND VENT, SUPPLY PLUMBING PLANS	4/28/2017
1P141	NORTH HANGAR SUPPORT - ENLARGED DRAIN AND VENT, SUPPLY PLUMBING PLANS	4/28/2017
1P502	PLUMBING DETAILS	4/28/2017
1M502	MECHANICAL DETAILS	4/28/2017
1E 121	SOUTH HANGAR - POWER PLAN	4/28/2017
1E 131	NORTH HANGAR - POWER PLAN	4/28/2017
1E 624	HANGARS - SCHEDULES	4/28/2017
1E 625	HANGARS - SCHEDULES	4/28/2017
1E 626	HANGARS - SCHEDULES	4/28/2017
1E 701	HANGARS - ONE-LINE DIAGRAM	4/28/2017
1T120	SOUTH HANGAR - TECHNOLOGY PLAN	4/28/2017
1T130	NORTH HANGAR - TECHNOLOGY PLAN	4/28/2017
1T430	NORTH HANGAR - SUPPORT TECHNOLOGY PLANS	4/28/2017



## GENERAL CLARIFICATIONS

1. Proposal is contingent on Contractor and Owner executing a mutually acceptable form of contract agreement.
2. Proposal is based on Bid Package #1 Permit Set, dated April 18, 2017, as prepared by Mead & Hunt as listed in more detail in the attached list of plans and specifications.
3. Proposal is based on Q&A Response Log dated 5/4/17 attached hereto for reference.
4. Proposal includes:
  - a. Supervision and administration
  - b. Quality control program, reviews and inspections (Quality Control/Materials testing is not included)
  - c. Contractor's Safety program, reviews and inspections
  - d. Contractor's Temporary facilities (job trailers, temp fence, temp stairs, guardrails)
  - e. Project construction layout and surveys
  - f. Equipment rental and warehouse deliveries
  - g. Construction and final cleanup
  - h. Temporary utilities (telephone, electricity)
  - i. Insurance (builders risk, general liability)
  - j. Asbuilts documents prepared/marked-up in an electronic/PDF format
  - k. Performance and payment bond
  - l. Subcontractor default insurance
  - m. Privilege Tax
  - n. Existing Salvage Items are limited to: Light Poles, Landscape, Signage, as indicated in the Contract Documents.
5. Proposal excludes:
  - a. Design and/or engineering services including any associated architect, engineer or other consultant's fees
  - b. Artwork, furnishings or business equipment
  - c. Voice/data cabling or hookup
  - d. Special inspection service
  - e. Financing costs
  - f. Quality control/Materials testing (soil, asphalt, concrete, steel, windows, etc.)
  - g. Environmental inspection/surveys/reporting and/or Abatement of hazardous materials, if any
  - h. Removal of hidden structures or obstructions
  - i. Development fees or special assessments
  - j. Utility company charges for distribution system extension or relocations
  - k. Municipal or Utility equipment or tap fees
  - l. Off-site improvements, except as noted in the documents.
  - m. Soil borings and any geotechnical investigation expense
  - n. Soil stabilization or dewatering due to flooding or ground water inundation.
  - o. Rock excavation
  - p. Window washing equipment
  - q. CCTV/security system/card access system
  - r. Telecommunications system
  - s. Labor to unload or install Owner furnished equipment such as food service equipment and furniture, etc.
  - t. Development and Impact fees
  - u. All Plan Review and permit fees

# CLARIFICATIONS



- v. Utility Company Design, Design Fees, Removal, and New Installation Fees, account setup fees, connection fees.
  - w. Design Package 2 Construction Costs which will be provided in a separate proposal.
  - x. Specialty Testing and Inspections (by Owner) (Steel, Concrete, Compaction, Water Spray/Infiltration, Geotech, Density, et.al)
  - y. City of Scottsdale or other Authority Having Jurisdiction's Plan Review/Permit Comments
  - z. Any required Prevailing Wages, Davis Bacon Wages and/or Union Wages, associated benefits or other wage requirement.
6. Schedule:
- a. Included Schedule contemplates Design Package 1 and assumed interrelationships to Design Package 2 (ABC Building and Footprint – NIC). Further Detailed updates and refinement will be included in the Design Package 2 GMP.
  - b. As relates to Design Package 2 (ABC Building) Funding is included to release the following design/submittals/shop drawings: Metal Panels, Glass/Glazing, Structural Steel, Concrete. These submittals must proceed in advance of the full construction funding for the ABC building to maintain schedule.
  - c. Pricing as included assumes an executed contract with approval of funding and a Notice to Proceed with the work on 7/6/17.

## DIVISION 2 EXISTING CONDITIONS

### 02 41 16 Structure Demolition

- 1. Proposal assumes that the Previous Beacon/Generator Building/Structure has been removed.
- 2. Proposal excludes additional Hazardous Material Removals/Abatement.

### 02 41 19 Selective Demolition

- 1. Assumes Existing Site Conduits being Abandoned, Remain in Place (i.e. not removing from under asphalt that remains in place).

## DIVISION 3 CONCRETE

### 03 30 00 Cast-in-Place Concrete

- 1. Proposal includes waste slab and waste slab removal for concrete tilt panels.
- 2. Proposal includes fly ash in concrete mix design.
- 3. Proposal excludes hard dig. Hard dig is defined as a soil/subsurface that cannot be excavated/ripped by a D9 Bulldozer.

## DIVISION 4 MASONRY

### 04 22 00 Concrete Unit Masonry

## DIVISION 5 METALS

### 05 12 00 Structural Steel

- 1. Proposal excludes decorative site bollards 5/1A057. None are shown in bid package 1.

## DIVISION 6 WOOD, PLASTICS AND COMPOSITES

**Exhibit C to Contract No. 2017-060-COS**

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## 06 20 00 Finish Carpentry and Millwork

1. Proposal includes restroom vanities as SSUR-1, since no material is called out.

## DIVISION 7 THERMAL AND MOISTURE PROTECTION

### 07 20 00 Thermal Protection

1. Proposal includes rigid insulation the thickness of the stud at type F1-F4 walls.

## DIVISION 8 OPENINGS

### 08 11 00 Metal Doors and Frames

1. Proposal excludes L series Graittech doors manufactured by Allegion, as called for in spec section 08 11 13 2.2.C. None are shown on the drawings.

### 08 34 16 Hangar Doors

1. Proposal includes Norco hangar door field painted galvanized metal panel with PT3 (Spec 08 34 16.2.2 D) in lieu of pre-finished composite metal panels (7/1A402). See trend log for prefinished metal panel cost option.

## DIVISION 9 FINISHES

### 09 30 00 Tiling

1. Proposal includes Schluter System metal transitions, due to no finish being specified.

### 09 67 23 Resinous Flooring

1. Proposal includes Key Resin moisture mitigation system for hangar floor before epoxy is applied.
2. Proposal includes control joint infill after epoxy is applied.
3. Proposal includes accepted alternate A04 to use Diamondstone Thin-Film w/ Eco-Top epoxy floor system.

### 09 68 13 Tile Carpeting

1. Proposal includes an allowance for custom carpet. The minimum order quantity was not met in Bid Package 1 and will be procured with Bid Package 2.

### 09 96 53 Electrostatic Spray Coatings

1. Proposal excludes this spec section as the coating for the exterior steel will not work with the Electrostatic equipment.

### 09 97 13 Special Coatings

1. Proposal includes epoxy and urethane coatings on all field painted exterior items.

## DIVISION 10 SPECIALTIES

### 10 28 00 Toilet Bath and Laundry Accessories

1. Proposal includes 30x48 and 30x72 mirrors in north and south hangar bathrooms.

### 10 44 00 Fire Protection Specialties

1. Proposal includes 2 cabinets and 14 fire extinguishers.



## DIVISION 11 EQUIPMENT

### 11 24 00 Fall Protection

1. Proposal includes permanent fall protection systems.

## DIVISION 12 FURNISHINGS

### 12 20 00 Window Treatments

1. Proposal includes an allowance for window shades.

### 12 93 00 Site Furnishings

1. Proposal excludes typical refuse enclosure per COS detail SD2156-1 (Note 6/1A050). This is not compatible with current design.

## DIVISION 13 SPECIAL CONSTRUCTION

## DIVISION 14 CONVEYING SYSTEMS

## DIVISION 21 FIRE SUPPRESSION

### 21 10 00 Water-Based Fire-Suppression Systems

1. Proposal includes two (2) 2000 GPM - Primary and Secondary Fire Pumps with controllers, jockey pump and controller.
2. Proposal includes accepted alternate A05 – Eliminate Seismic Requirements for Piping Systems.

### 21 20 00 Fire-Extinguishing Systems

1. Proposal includes one (1) 500-gallon Foam Concentrate Tank, 500 gallons of foam concentrate. Additional foam concentrate to be furnished for all testing with AHJ.
2. Proposal includes four (4) foam water fire hoses, two (2) each hangar.
3. Proposal includes testing of foam system with AHJ. All foam discharged during acceptance testing will be washed to trench drains.
4. Proposal excludes Foam disposal fees, trucking fees, or disposal of foam from site. Unclear if required.
5. Proposal excludes Reserve supply of foam concentrate. Unclear if required.

## DIVISION 22 PLUMBING

### 22 10 00 Plumbing Piping

1. Proposal includes pump SP-2 however, we exclude any additional pumps that may be required at the storage tank ST-1.
2. Proposal includes accepted alternate A06 to delete the storm drain pipe insulation at the hangars.
3. Proposal includes accepted alternate A08 to delete the domestic cold water pipe insulation.
4. Proposal excludes Engineered Shoring Systems for below grade excavations.
5. Proposal excludes Fuel oil piping or fuel storage tanks.



6. Proposal excludes any pumps required for sanitary overflow at the underground storage tank. (Pump SP-2 is included. We do not have any pumps associated with the storage tank (ST-1) sanitary overflow, not shown).
3. Proposal includes accepted alternate A05 – Eliminate Seismic Requirements for Piping Systems.
4. Proposal includes accepted alternate A07 – Substitute PVC Piping for UG Storm and Sanitary.

## 22 30 00 Plumbing Equipment

1. Proposal includes one (1) 60,000 gallon corrugated metal fire event underground storage tank that is 10 feet diameter by 103 feet in length with welded end caps. Tank to come with corrugated metal risers with frames, duty rated water-tite covers, and access ladders.
2. Proposal includes trap guards in lieu of trap primers.
3. Proposal excludes water or gas meters.

## DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING

### 23 08 00 Commissioning of HVAC

1. Proposal includes commissioning support.
2. Proposal excludes 3<sup>rd</sup> party commissioning agent.

## DIVISION 25 INTEGRATED AUTOMATION

### 25 00 00 Integrated Automation

1. Automated Building Controls for HVAC Systems: No front end or software is being provided. The City of Scottsdale (COS) has an existing city-wide Tridium system the hangars will connect to. COS also has an ALC WebCTRL system for editing the software and programming provided. It is assumed the COS Tridium system has enough capacity to add the hangars to the network. All I/P addresses are the responsibility of the owner. Local DDC displays will be provided where noted (hangar exhaust/supply fans, zone co2 (includes temp for monitoring). Please note where local DDC displays are noted for equipment being provided with OEM controllers (ceiling fans, VRF's, etc.) these displays must be provided with equipment.

## DIVISION 26 ELECTRICAL

### 26 00 00 Electrical

1. Proposal includes:
  1. AV systems conduit raceway to accessible ceiling
  2. Telecom systems conduit raceway to accessible ceiling
  3. Access control, CCTV systems conduit raceway to accessible ceiling
  4. Telecom service conduit 100' from hand hole to "dmark" location.
  5. Cable tray as shown on contract documents.
  6. Guard shack temp power.
  7. Plug load control for office space.
2. Proposal excludes
  1. Pad mounted utility transformer for building service.
  2. Lightning Protection
  3. Specialty AV and Telecom floor box or back boxes.
  4. TC Controls



5. Cable tray and rack inside MDF/IDF room.
6. Cabling, programs, parts and smarts for all telecom, access control, and security.
7. Overhead door limit switches and associated hardware.
8. Proposal excludes solar panels.

## DIVISION 27 COMMUNICATIONS

### 27 00 00 Communications

1. Proposal includes
  1. Independent telecom grounding system.
  2. (2) 4" conduits from site pedestal to MDF room not exceed 200'.
  3. Conduit stubs at in wall rough.
  4. Use of J-Hooks between in wall rough and cable tray.
  5. Use of cable tray system.
  6. Raceways and power for audio/visual equipment.
  7. Provide EZ path sleeve raceways.
2. Proposal excludes
  1. Communications equipment.
  2. Telecommunications cabling.
  3. Software, smarts and parts.
  4. Commissioning of systems.
  5. Wireless access points, cabling and equipment
  6. Building Communication Backbone.

## DIVISION 28 ELECTRONIC SAFETY AND SECURITY

### 28 00 00 Electronic Safety and Security

1. Proposal includes
  1. Conduit raceway for access control system.
  2. Conduit raceway for CCTV.
2. Proposal excludes
  1. Access control cabling and parts and smarts.
  2. CCTV cabling and equipment.

## DIVISION 31 EARTHWORK

### 31 20 00 Earthwork

1. Proposal includes ABC building pad prep.
2. Proposal excludes additional shoring or structural provisions that may be necessary to accommodate the installation of the fueling system. To be determined with receipt of design in Package 2.

## DIVISION 32 EXTERIOR IMPROVEMENTS

### 32 12 00 Asphalt Paving

1. Proposal includes slurry seal of existing/modified parking lot.

### 32 31 19 Steel Fences and Gates

1. Proposal excludes security or card reader for gates (Spec 32 31 19 2.5.I).

**DIVISION 33 UTILITIES****XX XX XX Natural Gas Utilities**

1. Proposal includes an allowance for the Natural Gas System Installation, excluding the meters and regulators. Finalization can occur after engagement and design with Southwest Gas.

**XX XX XX Fuel Station**

1. Proposal includes an allowance for a 25,000-gallon fiberglass tank fuel station. Fuel station allowance was based on (1) 20 hp pump capable of 200 GMP @ 45 psi, (1) over-wing nozzle and (1) under-wing nozzle. Proximity of proposed tank location may necessitate additional structural or shoring provisions.



01A Surveying		Project Name: SDL - Terminal Redevelopment			Bid Date: 5/10/2017 at 2:00 p.m. MST		
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ			Analyst: Kyle Chase		
		Survey Innovation	Engineering Alliance	Hubbard Engineering	Atherton Engineering	Rick Engineering	Development dba Ve
<b>Base Bid</b>		\$29,430	\$31,120	\$26,200	Declined/Workload	No Response	No Response
<b>General Scope Items:</b>							
JE Dunn Bid Form	Y	Y	Y	Y			
DCIP - GL Only Credit	Y	Y					
JE Dunn Scope of Work	Y	Y	Y	Y			
Reviewed Front End Documents	Y	Y					
Per JE Dunn Project Schedule	Y	Y					
Construction Sequence / Logistics	Y	Y					
Parking for labor is included	Y	Y					
JED Safety Requirements/Manual	Y	Y					
Sales Tax - Excluded	Y	Y					
Per plans and Specs	Y	Y					
Addendum 1 Acknowledged	Y	Y	Y	Y			
Addendum 2 Acknowledged	Y	Y	Y	Y			
UG Utility Certification / Registered As-Builts	Y	Y	Y	Y			
Reslaking / Relocating Stakes	Y	N	\$5,400	N	\$5,400	N	\$5,400
Bond Required	N	N	N	N			
<b>ADJUSTED BASE BID</b>		\$34,830	\$36,520	\$31,600	\$0	\$0	\$0
<b>Alternates / Unit Prices</b>							

02B Structure Demolition		Project Name: SDL - Terminal Redevelopment		Bid Date: 6/10/2017 at 2:00 p.m. MST		
Y = Included in bid N = Not Included in bid		Project Location: Scottsdale, AZ		Analyst: Kyle Chase		
Desired Response		Dickens Quality Dem	BCS Enterprises	Arizona Specialty Dem	Penhall Company	Stealth Demolition
Base Bid		\$88,670	\$127,060	NR	Declined	Non Responsive
<b>General Scope Items:</b>						
JE Dunn Bid Form	Y	Y	Y			
DCIP - GL Only - NA for Demo Work	N	N	N			
JE Dunn Scope of Work	Y	Y	Y			
Reviewed Front End Documents	Y	Y	Y			
Per JE Dunn Project Schedule	Y	Y	Y			
Construction Sequence / Logistics	Y	Y	Y			
Parking for labor is included	Y	Y	Y			
JED Safety Requirements/Manual	Y	Y	Y			
Sales Tax - Excluded	Y	Y	Y			
Per plans and Specs	Y	Y	Y			
Addendum 1 Acknowledged	Y	Y	Y			
Addendum 2 Acknowledged	Y	Y	Y			
Water Meter & Water (Handoff at Completion)	Y	N	\$2,500	Y		
Dust Control	Y	Y	Y			
Street Sweeping	Y	Y	Y			
Haul Off / Recycle	Y	Y	Y			
Complete Removal of UG Utilities @ Footprint	Y	Y	Y			
Refrigerant Removal -	Y	N	\$1,750	Y		
NESHAP Notification Filing	Y	Y	Y			
Permit Support	Y	N	\$3,500	Y		
<b>EXCLUSIONS</b>						
Transformer Safeoff - APS	Y	Y				
Gas Line Safeoff - SWG	Y	Y				
Water Supply Shutoff - Scottsdale	Y	Y				
Compaction @ Removed Footings	Y	Y				
Utility Company Costs to safe off / remove	Y	Y				
Street Closure Permit	Y	Y				
<b>CLARIFICATIONS</b>						
Compaction under demo'd footings by Earthwork	Y	Y	Y			
Beacon Structure Has Been Removed by Others	Y	Y	Y			
Bond Required	N	N				
<b>ADJUSTED BASE BID</b>		<b>\$86,320</b>	<b>\$127,060</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Alternates / Unit Prices						

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02C - Site-Selective Demolition		Project Name: SDL - Terminal Redevelopment				Bid Date: 5/10/2017 at 2:00 p.m. MST					
Y = Included in bid N = Not Included in bid		Project Location: Scottsdale, AZ				Analyst: Kyle Chase					
		ACE Asphalt	Dickens Quality Dem	BCS Enterprises	Blount	J. Banick Const	Markham Contracting	Arizona Specialty	Penhall Company	Stealth Demolition	
Base Bid		\$92,495	\$116,540	\$117,720	\$126,650	\$201,069	\$221,416	Declined	Declined	Non-Responsive	
<b>General Scope Items:</b>											
JE Dunn Bid Form	Y	Y	Y	Y	Y	Y	Y	Y			
DCIP - GI Only - NA for Demo Work	N	N	N	N	N	N	N	N			
JE Dunn Scope of Work	Y	Y	Y	Y	Y	Y	Y	Y			
Reviewed Front End Documents	Y	Y	Y	Y	N	Y	Y	Y			
Per JE Dunn Project Schedule	Y	Y	Y	Y	N	Y	Y	Y			
Construction Sequence / Logistics	Y	Y	Y	Y	N	Y	Y	Y			
Parking for labor is included	Y	Y	Y	Y	N	Y	Y	Y			
JED Safety Requirements/Manual	Y	Y	Y	Y	N	Y	Y	Y			
Sales Tax - Excluded	Y	Y	Y	Y	N	Y	Y	Y			
Per plans and Specs	Y	Y	Y	Y	N	Y	Y	Y			
Addendum 1 Acknowledged	Y	Y	Y	Y	Y	Y	Y	N			
Addendum 2 Acknowledged	Y	Y	Y	Y	Y	Y	Y	N			
Initial Installation of SWPPP	Y	Y	Y	Y	Y	Y	Y	Y			
Remove Site Concrete, Asphalt	Y	Y	Y	Y	Y	Y	Y	Y			
Sawcutting Asphalt/Curbs	Y	Y	Y	Y	Y	Y	Y	Y			
Remove Landscape / Dispose	Y	Y	Y	Y	Y	N	Y	Y			
Remove Masonry Screen Wall	Y	Y	Y	Y	Y	Y	Y	Y			
Remove Canopies	Y	Y	Y	Y	Y	Y	Y	Y			
Remove Trench Drains/Catch Basin/Valley Gutter	Y	Y	Y	Y	Y	Y	Y	Y			
Remove Masonry and Glass Panel Wall	Y	Y	Y	Y	Y	Y	Y	Y			
Remove Retaining Wall	Y	Y	Y	Y	Y	Y	Y	Y			
Remaining Package 2 Clear and Grub	Y	N	\$5,000	N	\$5,000	N	\$5,000	N	\$5,000	N	\$5,000
<b>EXCLUSIONS</b>											
Street Closure Permit / Barricades / Signage	Y	N	\$5,000	N	\$5,000	N	\$5,000	N	\$5,000	N	\$5,000
<b>CLARIFICATIONS</b>											
Remove Airfield Beacon Structure											
ALTERNATE FOR PARKING LOT FULL											
Bond Required	N										
<b>ADJUSTED BASE BID</b>		<b>\$102,495</b>	<b>\$126,540</b>	<b>\$127,720</b>	<b>\$136,650</b>	<b>\$211,069</b>	<b>\$231,416</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Alternates / Unit Prices											

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03A Cast-In-Place Concrete		Project Name: SDL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST		
Y = Included in bid N = Not Included in bid		Project Location: Scottsdale, AZ		Analyst: Tom Rice		
Design Response		Baker Concrete	Hardrock	Suntec Concrete	Raven Concrete	Jones Concrete
Base Bid		\$2,080,000	\$1,578,500	\$1,505,348	Declined	Declined
<b>General Scope Items:</b>						
JE Dunn Bid Form	Y		Y	Y		
DCIP - GL Only Credit	Y		Y	Y		
JE Dunn Scope of Work	Y		Y	Y		
Reviewed Front End Documents	Y	Y	Y	Y		
Per JE Dunn Project Schedule	Y	Y	Y	Y		
Construction Sequence / Logistics	Y	Y	Y	Y		
Parking for labor is included	Y	Y	Y	Y		
JED Safety Requirements/Manual	Y	Y	Y	Y		
Sales Tax - Excluded	Y	Y	Y	Y		
Per plans and Specs	Y	Y	Y	Y		
Addendum 2 Acknowledged	Y	Y	Y	Y		
<b>03 30 00 Cast-in-Place Concrete</b>						
Foundations	Y	Y	Y	Y		
Slab on Grade 5"	Y	Y	Y per phone conv	Y		
Slab on Grade 8"	Y	Y	Y	Y		
Vapor Barrier	Y	Y	Y	Y		
4" AB	Y	Y	Y per phone conv	Y		
2" Sand Bed at SOG	Y	N	\$10,800	Y per phone conv	N	\$10,800
Equipment Pads	Y	N	\$1,000	Y per phone conv	Y	
Structural Excavation	Y	Y	Y	Y		
Reinforcing for Concrete	Y	Y	Y	Y		
Dust Control	Y	Y	Y	Y		
Trench Drain / Grate install	Y	Y	Y	Y		
Trench Drain / Grate Furnish (by Steel)	N	N	N	N		
Grout Hollow Metal Frames	Y	Y	Y	Y		\$2,500
Composite Cleanup Crew	Y	N	\$9,500	N	\$8,360	\$9,200
Termite Control	Y	N	\$11,000	Y per phone conv	N	\$10,800
<b>03 47 13 Tilt Panel Concrete</b>						
Tilt Panels	Y	Y	Y	Y		
Stern Walls	Y	Y	Y	Y		
Delegated Design	Y	Y	Y	N		\$22,000
Embeds for Tilt Panel Construction	Y	Y	Y	Y		
Installation of Embeds by Others	Y	Y	Y	Y		
Waste Slabs for Tilt Panels	Y	Y	Y per phone conv	Y		
Waste Slab Removal	Y	Y	Y per phone conv	Y per phone conv		
Anchoring of Tilt Panels	Y	Y	Y	Y		
Hoisting for Tilt Panels	Y	Y	Y	Y		
Tilt Panel Erection	Y	Y	Y	Y		
Sandblasting of Tilt Panels	Y	Y	Y	Y		
Rubbing/Patching of Tilt Panels	Y	N	\$6,000	N	\$6,000	\$6,000
Grout Base Plates at Steel to Concrete	Y	Y	Y	Y		
Additional Mobilization for Crane	Y	N	\$27,500	N	\$27,500	\$27,500
Shop Drawing Allowance - Bid Package 2	Y	N	\$30,000	N	\$30,000	\$30,000
Bond Required	N	N	N	N		
ADJUSTED BASE BID		\$2,175,800	\$1,648,360	\$1,624,148	\$0	\$0
Alternates / Unit Prices						

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04A Masonry		Project Name: SCL - Terminal Redevelopment		Bid Date: 6/10/2017 at 2:00 p.m. MST		
Y = Included in bid N = Not Included in bid		Project Location: Scottsdale, AZ		Analyst: Tom Rice		
		Stone Cold Masonry	Re-Create Companies	Stoll Masonry	G & G Enterprises	Sun Valley Masonry
<b>Base Bid</b>		\$168,750	No Bid	Declined	Declined	Declined
<b>General Scope Items:</b>						
JE Dunn Bid Form	Y					
DCIP - GL Only Credit	Y					
JE Dunn Scope of Work	Y					
Reviewed Front End Documents	Y	Y				
Per JE Dunn Project Schedule	Y	Y				
Construction Sequence / Logistics	Y	Y				
Parking for labor is included	Y	Y				
JED Safety Requirements/Manual	Y	Y				
Sales Tax - Excluded	Y	Y				
Per plans and Specs	Y	Y				
Addendum 1,2 Acknowledged	Y	Y				
<b>04 22 00 Concrete Unit Masonry</b>						
CMU at Support Building	Y	Y				
CMU at Site Walls	Y	Y				
Integral Colored CMU	Y	Y				
Set HM Frames	Y	Y				
Reinforcing for CMU	Y	Y				
Integral Water Repellent (by Waterproofing)	N	N				
Install lintels, embeds	Y	Y				
Insulation	Y	N	\$7,500			
Bond Required	N	N				
<b>ADJUSTED BASE BID</b>		<b>\$166,250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Alternates / Unit Prices</b>						

05A Steel		Project Name: SDL - Terminal Redevelopment				Bid Date: 6/10/2017 at 2:00 p.m. MST				Project Location: Scottsdale, AZ				Analyst: Tom Rice			
Y = Included in bid N = Not Included in bid		Desired Response	Abile Steel	Ball Steel	Schuff Steel	JB Steel	Red Cedar Steel	Triad Steel	Iron Steel	Amber Steel	Encore Steel	Alired Metal Prod.	Agela Steel				
Base Bid			\$1,395,856	\$1,223,130	\$1,316,000	\$1,401,846	Termed w/ Ball Steel	No Bid, Too Busy	Declined	Declined	Declined	Declined	Declined				
<b>General Scope Items:</b>																	
JE Dunn Bid Form	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
DCIP - CL Only Credit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
JE Dunn Scope of Work	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Site Survey	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Touch-up of Shop finished prime	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Fire protection for welding operations	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
2 Line Cable Rail at Exterior - Fall Protection	Y	Y	\$18,000	N/A	\$15,000	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Reviewed Front End Documents	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Per JE Dunn Project Schedule	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Construction Sequence / Logistics	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Parking for labor is included	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
JED Safety Requirements/Manual	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Sales Tax - Excluded	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Per plans and Specs	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Addendum 1,2 Acknowledged	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
<b>05 12 00 Structural Steel Framing</b>																	
HSS Columns	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
WF Beams	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
WF Beam Uprights	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Channel Framing	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Roof Framing	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Edge Angles and Bent Plates	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Brace Angles	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
HSS Framing	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
HSS Bracing	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Parapet Framing	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Wall Mount Equipment Supports	Y	Y	N/A	\$10,000	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
<b>05 12 13 Architecturally Exposed Structural Steel</b>																	
JAESS	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
<b>05 21 00 Steel Joist Framing</b>																	
Steel Joists	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Long Span Joist Girders	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Joist Bridging	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Erection Stability Analysis	Y	Y	N/A	\$5,600	N/A	\$5,600	Y	Y	Y	Y	Y	Y	Y	Y	Y		
<b>05 31 00 Steel Decking</b>																	
Roof Decking	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Roof Penetration Supports	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
<b>05 60 00 Metal Fabrications</b>																	
Screen Framing	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Ladders	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Embeds	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Steel Embed Coord Prior to Final Concrete Design	Y	Y	\$15,000	N/A	\$15,000	N/A	\$15,000	N/A	\$15,000	N/A	\$15,000	N/A	\$15,000	N/A	\$15,000		
Neenah Trench Gate	Y	Y	\$90,000	N/A	\$87,670	N/A	\$90,000	N/A	\$90,000	N/A	\$90,000	N/A	\$90,000	N/A	\$90,000		
Furnish Bollards (Install by Concrete)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Roof Mounted Pole 6, 8, 10, 18, 642	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
<b>05 82 13 Pipe and Tube Railings</b>																	
Handrails	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
<b>11 24 00 Fall Protection</b>																	
Permanent Fall Protection Systems	Y	Y	\$25,200	N/A	\$25,133	N/A	\$25,200	N/A	\$25,200	N/A	\$25,200	N/A	\$25,200	N/A	\$25,200		
Shop Drawing Allowance - Bid Package 2	Y	Y	\$30,000	N/A	\$30,000	N/A	\$30,000	N/A	\$30,000	N/A	\$30,000	N/A	\$30,000	N/A	\$30,000		
Bond Required	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
<b>ADJUSTED BASE BID</b>			<b>\$1,571,059</b>	<b>\$1,439,742</b>	<b>\$1,487,700</b>	<b>\$1,682,045</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		
<b>Alternates / Unit Prices</b>																	

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06E - Millwork and Finish Carpentry		Project Name: SDL - Terminal Redevelopment			Bid Date: 6/10/2017 at 2:00 p.m. MST					
Y = Included in bid		Project Location: Scottsdale, AZ			Analyst: Joy Lance					
N = Not Included in bid		The Great Organiza	Styles Brothers	ISEC, Inc	Trade Partner Na	Trade Partner Name	Trade Partner Name	Trade Partner Na	Trade Partner Name	Trade Partner Name
Base Bid		\$33,038	DECLINED	DECLINED						
<b>General Scope Items:</b>										
JE Dunn Bid Form	Y	Y								
DCIP - GL Only Credit	Y	Y								
JE Dunn Scope of Work	Y	Y								
Reviewed Front End Documents	Y	Y								
Per JE Dunn Project Schedule	Y	Y								
Construction Sequence / Logistica	Y	Y								
Parking for labor is included	Y	Y								
JED Safety Requirements/Manual	Y	Y								
Sales Tax - Excluded	Y	Y								
Per plans and Specs	Y	Y								
Addendum 1 Acknowledged	Y	Y								
<b>06 41 13 - Wood Veneer Faced Cabinets</b>										
PLC-1	Y	Y								
North Hanger Conference Room	Y	Y								
North Hanger Break Room	Y	Y								
North Hanger Waiting Room	Y	Y								
South Hanger Break Room	Y	Y								
<b>06 41 18 - Plastic Laminate Clad Cabinets</b>										
PLC-2	Y	Y								
North Hanger Conference Room	Y	Y								
North Hanger Break Room	Y	Y								
North Hanger Waiting Room	Y	Y								
South Hanger Break Room	Y	Y								
<b>12 36 61 - Quartz Agglomerate Countertops</b>										
SSUR-1	Y	Y								
North Hanger Conference Room	Y	Y								
North Hanger Break Room	Y	Y								
North Hanger Waiting Room	Y	Y								
South Hanger Break Room	Y	Y								
<b>XX XX XX - Concrete Countertops</b>										
SSUR-2	Y	Y								
North Hanger Break Room	Y	Y								
North Hanger Waiting Room	Y	Y								
South Hanger Break Room	Y	Y								
Backing for Cabinets	Y	Y								
Bond Required	Y	Y								
ADJUSTED BASE BID		\$33,038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Alternates / Unit Prices</b>										
Alternate 1 - Additional Parking Canopies										
Alternate 2 - Storefront at Offices										
Cost for Early Shop Drawings on BP2 (Concrete, Steel, Glass & Glazing, Metal Panels)										

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07B Water repellents and Joint Sealants		Project Name: SDL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST										
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ		Analyst: David Hanson										
		Charles Court	Complete Roofing and	Den-Mark	Penington Painting	RTI Sealants	Rite Way Thermal	Firestop Southw						
Base Bid			\$2,075	\$2,782	\$2,270	\$14,498	NO BID	NO BID	NO BID					
<b>General Scope Items:</b>														
JE Dunn Bid Form	Y													
DCIP - GL Only Credit	Y	Y	Y	Y	Y									
JE Dunn Scope of Work	Y	Y	Y	Y	Y									
Reviewed Front End Documents	Y	Y	Y	Y	Y									
Per JE Dunn Project Schedule	Y	Y	Y	Y	Y									
Construction Sequence / Logistics	Y	Y	Y	Y	Y									
Parking for labor is included	Y	Y	Y	Y	Y									
JED Safety Requirements/Manual	Y	Y	Y	Y	Y									
Sales Tax - Excluded	Y	Y	Y	Y	Y									
Per plans and Specs	Y	Y	Y	Y	Y									
Addendum 1 Acknowledged	Y	Y	Y	Y	Y									
Addendum 2 Acknowledged	Y	Y	Y	Y	Y									
07 19 00 Water Repellents	Y	Y	Y	Y	Y									
Exterior CMU	Y	N	\$15,000	N	\$15,000	N	\$15,000	Y						
Water proofing at protection board at stem	Y	Y		Y		Y								
07 92 00 Joint Sealants	Y	N	\$11,993	N	\$20,000	N	\$16,010	N	\$20,000					
Joint Sealants at Precast/ Tilt Up wall panels	Y	Y				Y		N						
Interior and exterior conc. expansion joints	Y	Y				Y		N						
All expansion and isolation joints in conc. hardsc	Y	N	\$4,500		\$4,500	Y		N	\$4,500					
CMU to Tilt	Y	Y				Y		N						
Roof drains and scuppers	Y	Y				Y		N						
Firestopping at top of CMU and drywall	Y	N	\$3,500	N	\$3,500	N	\$3,070	N	\$3,500					
Bond Required	N	N		N		N		N						
<b>ADJUSTED BASE BID</b>			<b>\$37,068</b>	<b>\$46,782</b>	<b>\$38,350</b>	<b>\$42,498</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Alternates / Unit Prices</b>														



07F Metal Wall Panels		Project Name: SOL - Terminal Redevelopment		Bid Date: 6/10/2017 at 2:00 p.m. MST		
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ		Analyst: David Hanson		
Desired Response		Gen3 AZ LLC	Kovach	KT Fabrication	Progressive Roofing	Classic Roofing
Base Bid		\$218,340	\$221,700	Declined	Declined	Declined
<b>General Scope Items:</b>						
JE Dunn Bid Form						
DCIP - GL Only Credit						
JE Dunn Scope of Work						
Y	Y		Y			
Reviewed Front End Documents						
Y	Y		Y			
Per JE Dunn Project Schedule						
Y	Y		Y			
Construction Sequence / Logistics						
Y	Y		Y			
Parking for labor is included						
Y	Y		Y			
JED Safety Requirements/Manual						
Y	Y		Y			
Sales Tax - Excluded						
Y	Y		Y			
Per plans and Specs						
Y	Y		Y			
Addendum 1 Acknowledged						
Y	Y		Y			
Addendum 2 Acknowledged						
Y	Y		Y			
05 75 00 Decorative Formed Metal			N			
07 25 00 Weather Barriers						
Weather barrier at metal panels						
Y	Y		Y			
07 42 13 Insulated Metal Wall Panels						
Interior and Exterior 3' wide continuous composite metal panel at Hanger Doors						
N	N		N			
Mockup (work in place)						
Y	Y		Y			
MT-2						
Y	Y		Y			
MT-4						
Y	Y		Y			
Soffits at hanger doors						
Y	Y		Y			
Coping Cap						
Y	N	\$38,000	Y			
Bond Required						
N	N		N			
ADJUSTED BASE BID		\$254,340	\$221,700	\$0	\$0	\$0
Alternates / Unit Prices						

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07G Membrane Roofing		Project Name: SDL - Terminal Redevelopment		Bid Date: 6/10/2017 at 2:00 p.m. MST								
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ		Analyst: David Hanson								
		Pioneer Roofing	Progressive Roofing	Roofing Southwest	Star Roofing	Classic Roofing	Slawrkweather Roofing	Arizona Foam Rd	Flynn Southwest L	Slawrkweather Rd		
Base Bid		\$346,600	\$338,800	\$308,877	\$311,476	\$485,837	No Bid	Declined	Declined	Declined		
<b>General Scope Items:</b>												
JE Dunn Bid Form	Y		Y		Y							
DCIP - GL Only Credit	Y											
JE Dunn Scope of Work	Y	Y	Y	Y	Y	Y						
Reviewed Front End Documents	Y	Y	Y	Y	Y	Y						
Per JE Dunn Project Schedule	Y	Y	Y	Y	Y	Y						
Construction Sequence / Logistics	Y	Y	Y	Y	Y	Y						
Parking for labor is included	Y	Y	Y	Y	Y	Y						
JED Safety Requirements/Manual	Y	Y	Y	Y	Y	Y						
Sales Tax - Excluded	Y	Y	Y	Y	Y	Y						
Per plans and Specs	Y	Y	Y	Y	Y	Y						
Addendum 1 Acknowledged	Y	Y	Y	Y	Y	Y						
Addendum 2 Acknowledged	Y	Y	Y	Y	Y	Y						
07 54 23 Thermoplastic Polyolefin (TPO)												
Carlisle Syn tec, Firestone or Johns Manville	Y	Y	Y	Y	Y	Y						
Thickness 60 Mils, Nominal	Y	Y	Y	Y	Y	Y						
Exposed Face Color: White	Y	Y	Y	Y	Y	Y						
R-30 Poly Board Insulation	Y	Y	Y	Y	Y	Y						
Walkway as shown on documents	Y	Y	Y	Y	Y	Y						
Mechanically attached over 1/2" coverboard	Y	N	Y	N	Y	Y						
20 Year warranty	Y	Y	Y	Y	Y	Y						
Cricke! Taper package	Y	Y	Y	N	\$29,963	Y						
Wall Sheathing at tilt and masonry wall (by Dryv	N	N	N	N		N						
07 62 00 Sheet Metal Flashing and Trim												
Parapet Coping (included with Metal Panels)	N	N	N	N		N						
07 72 00 Roof Accessories												
Roof hatch (4 ea)	Y	Y	Included	N	\$16,640	N	\$10,000	N	\$9,800	N	\$10,000	+
Ladder up and guardrails (4 ea)	Y	Y		Y		N	\$10,400	N	\$10,400	N	\$10,400	+
Equipment supports	Y	Y		Y		Y						
07 72 38 Heat and Smoke Vents												
Curb for heat smoke vents Supply and Install	Y	N	\$7,900	N	\$6,535	N	\$5,320	N	\$1,260	N	\$7,000	P
Install Heat and Smoke Vents supplied by others	Y	Y	Included	Y	Included	Y	Included	Y	Included	Y	Included	P
Bond Required	N	N		N		N		N		N		
ADJUSTED BASE BID		\$354,600	\$359,976	\$364,660	\$332,938	\$513,237	\$0	\$0	\$0	\$0		
Alternates / Unit Prices												

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08A Doors Frames Hardware		Desired Response		Project Name: SDL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST	
Y = Included in bid N = Not included in bid				Project Location: Scottsdale, AZ		Analyst: David Hanson	
		American Direct	DH Pace	Walters and Wolf	ISEC	LaForce	
Base Bid		\$75,085	No Bid	\$84,205	Declined		
<b>General Scope Items:</b>							
JE Dunn Bid Form	Y	Y		Y			
DCIP - GL Only Credit	Y	Y		Y	(\$63)		
JE Dunn Scope of Work	Y	Y		Y			
Reviewed Front End Documents	Y	Y		Y			
Per JE Dunn Project Schedule	Y	Y		Y			
Construction Sequence / Logistics	Y	Y		Y			
Parking for labor is included	Y	Y		Y			
JED Safety Requirements/Manual	Y	Y		Y			
Sales Tax - Excluded	Y	Y		Y			
Per plans and Specs	Y	Y		Y			
Addendum 1 Acknowledged	Y	Y		Y			
Addendum 2 Acknowledged	Y	Y		Y			
<b>08 11 13 Hollow Metal Doors and Frames</b>							
HM doors and frames	Y	Y		Y			
HM Frames installed by others	Y	Y		Y			
L Series Graintech Door spec 081113.2.2.C	N	N		N			
<b>08 14 16 Flush Wood Doors</b>							
Prefinished PLC-1 Rancho Walnut Veneer	Y	N	\$3,600	Y			
Pocket door	Y	Y		Y			
<b>08 70 00 Doors Hardware</b>							
Hardware per this section	Y	Y		Y			
Vision kites glass by others	Y	Y		Y			
Knox Box (4)	Y	N	\$4,000	N	\$4,000		
Bond Required	N			N			
ADJUSTED BASE BID		\$85,585	\$0	\$88,142	\$0	\$0	\$0
Alternates / Unit Prices							

08E Overhead doors		Project Name: SDL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST		
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ		Analyst: David Hanson		
		Cookson Door Sales DH Pace		Miner SW		
Desired Response						
Base Bid		\$10,696	\$12,850	\$7,419		
<b>General Scope Items:</b>						
JE Dunn Bid Form	Y		Y			
DCIP - GL Only Credit	Y		Y			
JE Dunn Scope of Work	Y		Y	Y		
Reviewed Front End Documents	Y	Y	Y	Y		
Per JE Dunn Project Schedule	Y	Y	Y	Y		
Construction Sequence / Logistics	Y	Y	Y	Y		
Parking for labor is Included	Y	Y	Y	Y		
JED Safety Requirements/Manual	Y	Y	Y	Y		
Sales Tax - Excluded	Y	Y	Y	Y		
Per plans and Specs	Y	Y	Y	Y		
Addendum 1 Acknowledged	Y	Y	Y	Y		
Addendum 2 Acknowledged	Y	Y	Y	Y		
<b>08 33 23 Overhead Coiling Doors</b>						
Automatic OH Coiling Door - Single Phase 115 V.	Y	Y	Y	Y		
Locking device w/ Cylinder and 3 keys	Y	Y	Y	Y		
MFG: Cornell, OH Door Corp, Southwest Rolling Steel Door	Y	Y	Y	Y		
Furnish and install OH Coiling Door	Y	Y	Y	Y		
Door sills and weather stripping	Y	Y	Y	Y		
Relays, controls, internal wiring components and release	Y	Y	Y	Y	\$498	
Factory authorized service rep for start up and training	Y	Y	Y	Y		
Bond Required	N					
<b>ADJUSTED BASE BID</b>		<b>\$10,696</b>	<b>\$12,850</b>	<b>\$7,419</b>	<b>\$0</b>	<b>\$0</b>
<b>Alternates / Unit Prices</b>						

08F Hanger Doors		Project Name: SDL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST								
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ		Analyst: David Hanson								
Desired Response		Norco	DH Pace	Minor SW								
<b>Base Bid</b>		\$384,500	\$278,061	\$230,840								
<b>General Scope Items:</b>				Late bid								
JE Dunn Bid Form	Y	Y										
DCIP - GL Only Credit	Y											
JE Dunn Scope of Work	Y	Y	Y									
Reviewed Front End Documents	Y	Y	Y									
Per JE Dunn Project Schedule	Y	Y	Y									
Construction Sequence / Logistics	Y	Y	Y									
Parking for labor is included	Y	Y	Y									
JED Safety Requirements/Manual	Y	Y	Y									
Sales Tax - Excluded	Y	Y	Y									
Per plans and Specs	Y	Y	Y									
Addendum 1 Acknowledged	Y	Y										
Addendum 2 Acknowledged	Y	Y										
<b>08 34 16 Hangar Doors</b>												
Furnish install and commission hanger doors	Y	Y	Y									
Factory authorized service rep for start up and tr	Y	Y	Y									
Final adjustment and balancing of installed door	Y	Y	Y									
Industrial Door Contractors or Norco Mfg	Y	Y	Y									
5 year warranty from date of acceptance	Y	Y	Y									
Quality assurance of 10 year minimum	Y	Y	Y									
Embossed metal panels 30 exterior and 27 inter	Y	Y	N	\$228,850	N	\$228,850						
Fiberglass batt insulation	N	N	N									
Personel man door in one leave	Y	Y	Y									
Weather Seals	Y	Y	Y									
Electronic Controls	Y	Y										
Doors Painted	Y	N	\$7,000	N	pre finished							
Anchor Bolts	Y	Y										
Setting of rails	Y	Y										
Bond Required	N	N	N									
<b>ADJUSTED BASE BID</b>		\$401,500	\$506,911	\$459,690	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Alternates / Unit Prices</b>												

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08G Glass and Glazing		Project Name: SDL - Terminal Redevelopment			Bid Date: 5/10/2017 at 2:00 p.m. MST		
Y = Included in bid N = Not Included in bid		Project Location: Scottsdale, AZ			Analyst: David Hanson		
		Carlson Glass Inc	Kovach	Walters & Wolf	ASSA ABLOY		
Base Bid		\$88,265	\$119,500	\$151,645			
<b>General Scope Items:</b>							
JE Dunn Bid Form	Y						
DCIP - GL Only Credit	Y						
JE Dunn Scope of Work	Y		Y	Y			
Reviewed Front End Documents	Y		Y	Y			
Per JE Dunn Project Schedule	Y		Y	Y			
Construction Sequence / Logistics	Y		Y	Y			
Parking for labor is Included	Y		Y	Y			
JED Safety Requirements/Manual	Y		Y	Y			
Sales Tax - Excluded	Y		Y	Y			
Per plans and Specs	Y		Y	Y			
Addendum 1 Acknowledged	Y		Y	Y			
Addendum 2 Acknowledged	Y		Y	Y			
Building Skin Review	Y	N	\$20,800	N	\$20,800	N	\$20,800
<b>07 82 00 Joint Sealants (Pertaining to this scope of work)</b>							
Dow Corning 795	Y	Y	Y	Y			
<b>08 41 13 Aluminum Framed Storefronts</b>							
AL store front EFCO Clear anodized	Y	Y	Y	Y	N		
<b>08 42 29 Sliding Automatic Entrances</b>							
Sliders at door 410 and 418	Y	N	\$12,320	Y	Y	N	\$11,800
1/2" Clear tempered	Y	Y	Y	Y	Y		
<b>08 70 00 Door Hardware</b>							
Door hardware set 09A	Y	Y	Y	Y	Y	N	
<b>08 80 00 Glazing</b>							
GL1- PPG Solarban z75	Y	Y	Y	Y	Y	Y	
GL-2 1/2" Clear tempered monolithic	Y	Y	Y	Y	Y	Y	
<b>08 83 00 Mirrors</b>							
With Specialties	N	N	N	N	N		
Bond Required	N	N	N	N	N		
Shop Drawing Allowance - Bid Package 2	Y	N	\$45,000	N	\$45,000	N	\$45,000
<b>ADJUSTED BASE BID</b>			<b>\$164,386</b>	<b>\$186,300</b>	<b>\$217,445</b>	<b>\$11,800</b>	<b>\$0</b>
Alternates / Unit Prices							

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09A - Framing and Drywall		Project Name: SDL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST							
Y = Included in Bid N = Not Included in Bid		Project Location: Scottsdale, AZ		Analyst: Jay Lance							
Desired Response		Berg Drywell	E&K	MKB	Pete King	Rite-Way Thermal					
Base Bid		\$124,800	\$159,400	\$152,354	No Bid						
<b>General Scope Items:</b>											
JE Dunn Bid Form	Y	Y	Y	Y		Y					
DCIP - GL Only Credit	Y	Y	Y	Y		Y					
JE Dunn Scope of Work	Y	Y	Y	Y		Y					
Reviewed Front End Documents	Y	Y	Y	Y		Y					
Per JE Dunn Project Schedule	Y	Y	Y	Y		Y					
Construction Sequence / Logistics	Y	Y	Y	Y		Y					
Parking for labor is included	Y	Y	Y	Y		Y					
JED Safety Requirements/Manual	Y	Y	Y	Y		Y					
Sales Tax - Excluded	Y	Y	Y	Y		Y					
Per plans and Specs	Y	Y	Y	Y		Y					
Addendum 1 Acknowledged	Y	Y	Y	Y		Y					
05 40 00 - Cold Formed Metal Framing	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
Exterior of hanger buildings	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
06 16 00 - Sheathing	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
Moisture Resistant Sheathing Board	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
Densglass on back of parapet wall	Y	N	\$14,500	N	\$14,500	Y	Incl. above				
07 21 00 - Thermal Insulation	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
Fiberglass Batt and Mineral Wool	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
Ridgid Board	Y	N	\$16,200	N	\$16,200	N	\$16,200				
07 84 13 - Penetration Firestopping	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
At Perimeter of gyp board assemblies	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
09 22 16 - Non-Structural Metal Framing	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
Metal Strapping @ blocking/backing	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
Walls and Ceilings	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
09 29 00 - Gypsum Board	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
Tile Backer Board at Wet Wall Locations	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
Walls	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
Hard Ceilings	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above				
Bond Required	N	N		N		N					
ADJUSTED BASE BID		\$155,500	\$190,100	\$168,664	\$0	\$19,500	\$0	\$0	\$0		
Alternates / Unit Prices											

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09B - Painting and Wall Coverings		Project Name: SDL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST			
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ		Analyst: Jay Lance			
Desired Response		Berg Drywall	E&K	MKB	Pennington Paint	Pete King	Charles Court
Base Bid		\$184,500	\$171,900	\$175,782	\$182,573	No Bid	\$3,368
<b>General Scope Items:</b>							
JE Dunn Bid Form	Y	Y	Y	Y	Y		Y
DCIP - GL Only Credit	Y	Y	Y	Y	Y		Y
JE Dunn Scope of Work	Y	Y	Y	Y	Y		Y
Reviewed Front End Documents	Y	Y	Y	Y	Y		Y
Per JE Dunn Project Schedule	Y	Y	Y	Y	Y		Y
Construction Sequence / Logistics	Y	Y	Y	Y	Y		Y
Parking for labor is Included	Y	Y	Y	Y	Y		Y
JED Safety Requirements/Manual	Y	Y	Y	Y	Y		Y
Sales Tax - Excluded	Y	Y	Y	Y	Y		Y
Per plans and Specs	Y	Y	N	Not per paint sp	Y		Y
Addendum 1 Acknowledged	Y	Y	Y	Y	Y		Y
09 91 00 - Painting	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
PT1-PT87	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Adjacent Surfaces Protection	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Interior Cosmetic Caulking	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Exterior Misc. Items	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Both Sides and Edges of Ply for Communications	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Exposed MEP Items	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Coping at parapet	Y	N	\$1,950	Y		N	\$3,849
09 96 53 - Electrostatic Spray Coatings	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Parking Canopies	Y	Y	Incl. above	Y	Incl. above	N	\$28,977
Hanger A and B Exterior Metal	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Site Work Painting	Y	Y	Incl. above	Y	Incl. above	Y	\$7,838
8" line around protruding items in hangers	Y	N		N		Y	
09 97 13 - Special Coatings	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Concrete Sealer	Y	N	\$2,730	Y	Incl. above	N	\$2,129
High Performance Coatings	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Hanger Walls	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
120 Hours for Trade Damage Touch-up	Y	N	\$6,840	Y	Incl. above	N	\$6,575
FRP Wall Paneling	N	N		N		N	
Bond Required	N	N		N		N	
<b>ADJUSTED BASE BID</b>		<b>\$196,020</b>	<b>\$171,900</b>	<b>\$220,298</b>	<b>\$220,120</b>	<b>\$0</b>	<b>\$3,368</b>
Alternates / Unit Prices							



<b>09C - Tile and Stone</b>		Project Name: SDL - Terminal Redevelopment		Bid Date: 6/10/2017 at 2:00 p.m. MST	
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ		Analyst: Jay Lance	
Desired Response	ReSource	Creative Design	Spectra	Sun Country Floors	Wholesale Floors
	(602)256-2862				
	Nate Kundert				
Base Bid	\$20,689	\$11,976	No Bid	No Bid	No Bid
<b>General Scope Items:</b>					
JE Dunn Bid Form	Y	Y	Y		
DCIP - GL Only Credit	Y	Y	Y		
JE Dunn Scope of Work	Y	Y	Y		
Reviewed Front End Documents	Y	Y	Y		
Per JE Dunn Project Schedule	Y	Y	Y		
Construction Sequence / Logistics	Y	Y	Y		
Parking for labor is included	Y	Y	Y		
JED Safety Requirements/Manual	Y	Y	Y		
Sales Tax - Excluded	Y	Y	Y		
Per plans and Specs	Y	Y	Y		
Addendum 1 Acknowledged	Y	Y	Y		
<b>09 30 13 - Tiling</b>	Y	Y	Y		
TL-2 Porcelain Floor Tile	Y	Y	Y		
TL-3 Porcelain Wall Tile	Y	Y	Y		
TL-4 Mosaic Wall Tile	Y	Y	Y		
Floor Prep	Y	Y	Y		
Wall Prep	Y	Y	Y		
Layout	Y	Y	Y		
TL-3 added at backsplash per addendum 2. 8/1A821	Y	Y	Y		
Bond Required	N	N	N		
<b>ADJUSTED BASE BID</b>	<b>\$20,689</b>	<b>\$11,976</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Alternates / Unit Prices					

09F - Acoustical Ceilings		Desired Response		Project Name: SDL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST	
Y = Included in bid				Project Location: Scottsdale, AZ		Analyst: Jay Lance	
N = Not included in bid				E&K	MKB	TP Acoustics	Barrett-Homes Con
							Berg Drywall
Base Bid		\$18,700	\$19,760	\$15,870	\$21,126	No Bid	
<b>General Scope Items:</b>							
JE Dunn Bid Form	Y	Y	Y	Y	Y	Y	Y
DCIP - GL Only Credit	Y	Y	Y	Y	Y	Y	Y
JE Dunn Scope of Work	Y	Y	Y	Y	Y	Y	Y
Reviewed Front End Documents	Y	Y	Y	Y	Y	Y	Y
Per JE Dunn Project Schedule	Y	Y	Y	Y	Y	Y	Y
Construction Sequence / Logistics	Y	Y	Y	Y	Y	Y	Y
Parking for labor is Included	Y	Y	Y	Y	Y	Y	Y
JED Safety Requirements/Manual	Y	Y	Y	Y	Y	Y	Y
Sales Tax - Excluded	Y	Y	Y	Y	Y	Y	Y
Per plans and Specs	Y	Y	Y	Y	Y	Y	Y
Addendum 1 Acknowledged	Y	Y	Y	Y	Y	Y	Y
09 51 13 - Acoustical Ceilings	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
ACT-1	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Suspension System	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Seismic Category B	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Slack Wires for Electrical Lights	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above
Bond Required	Y	Y	Y	Y	Y	Y	Y
<b>ADJUSTED BASE BID</b>		<b>\$18,700</b>	<b>\$19,760</b>	<b>\$15,870</b>	<b>\$21,126</b>	<b>\$0</b>	<b>\$0</b>
<b>Alternates / Unit Prices</b>							
Alternate 1 - Additional Parking Canopies							
Alternate 2 - Storefront at Offices							
Cost for Early Shop Drawings on BP2 (Concrete, Steel, Glass & Glazing, Metal Panels)							

09H - Carpet		Project Name: SDL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST		Project Location: Scottsdale, AZ		Analyst: Jay Lance	
Y = Included in bid N = Not Included in bid		Creative Design	Spectra	Sun Country	Wholesale Floors	ReSource	JED Allowance		
Base Bid		\$6,165	No Bid	No Bid	No Bid	No Bid	\$12,000		
<b>General Scope Items:</b>									
JE Dunn Bid Form	Y								
DCIP - GL Only Credit	Y								
JE Dunn Scope of Work	Y								
Reviewed Front End Documents	Y								
Per JE Dunn Project Schedule	Y								
Construction Sequence / Logistics	Y								
Parking for labor is included	Y								
JED Safety Requirements/Manual	Y								
Sales Tax - Excluded	Y								
Per plans and Specs	Y								
Addendum 1 Acknowledged	Y								
09 65 13 - Resilient Wall Base	Y	Y	Incl. Above						
RB-1	Y	Y	Incl. Above						
Roppe Rubber Base	Y	Y	Incl. Above						
09 68 13 - Tile Carpeting	Y	Y	Incl. Above						
CPT-1	Y	Y	Incl. Above						
2'x2' Shaw Carpet Tile	Y	Y	Incl. Above						
Floor Prep	Y	Y	Incl. Above						
Transition Strips (Between Stone and Carpet)	Y	Y	Incl. Above						
Bond Required	Y	Y	Incl. Above						
<b>ADJUSTED BASE BID</b>		<b>\$6,165</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$0</b>
<b>Alternates / Unit Prices</b>									
Alternate 1 - Additional Parking Canopies									
Alternate 2 - Storefront at Offices									
Cost for Early Shop Drawings on BP2 (Concrete, Steel, Glass & Glazing, Metal Panels)									

091 - Fluid Applied Flooring		Project Name: SDL Bid Data: 6/10/2017 at 2:00 p.m. MST													
Y = Included in bid N = Not included in bid		Project Location: Analyst: Jay Lance													
		Arizona Concrete R		Arizona Concrete R		Techniquex		Pennington Paint		Charles Court Constr Den-Mark					
Base Bid			\$181,710		\$167,100		\$160,768		\$182,815		\$124,844		\$17,340		
<b>General Scope Items:</b>															
JE Dunn Bid Form	Y	Y		Y		Y		Y		Y		N			
DCIP - GL Only Credit	Y	Y		Y		Y		Y		Y		Y			
JE Dunn Scope of Work	Y	Y		Y		Y		Y		Y		N			
Reviewed Front End Documents	Y	Y		Y		Y		Y		Y		Y			
Per JE Dunn Project Schedule	Y	Y		Y		Y		Y		Y		Y			
Construction Sequence / Logistics	Y	Y		Y		Y		Y		Y		Y			
Parking for labor is included	Y	Y		Y		Y		Y		Y		Y			
JED Safety Requirements/Manual	Y	Y		Y		Y		Y		Y		Y			
Sales Tax - Excluded	Y	Y		Y		Y		Y		Y		Y			
Per plans and Specs	Y	Y		N	ALTERNATE	N	ALTERNATE	Y		Y		Y			
Addendum 1 Acknowledged	Y	Y		Y		Y		Y		Y		Y			
09 67 23 - Resinous Flooring	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above	Y	Incl. above	Y	Incl. above	Y	Incl. above		
Epoxy Flooring	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above	Y	Incl. above	Y	Incl. above	Y	Incl. above		
Minor floor prep	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above	Y	Incl. above	Y	Incl. above	Y	Incl. above		
Test Slab Moisture Content	Y	Y	Incl. above	Y	Incl. above	Y	Incl. above	Y	Incl. above	Y	Incl. above	Y	Incl. above		
Moisture Mitigation	Y	N	\$164,982	N	\$164,982	N	\$55,020	N	\$70,020	N	\$178,017				
pH Testing	P	N	\$3,500	N	\$3,500	N	\$3,500	N	\$3,500	N	\$3,500				
Major Floor Prep	N	N		N		N		N		N					
Control Joint Infill	Y	Y		Y		Y		Y		Y		\$17,340	Y		
Bond Required	N	N		N		N		N		N					
ADJUSTED BASE BID			\$350,172		\$335,562		\$219,278		\$266,335		\$323,601		\$17,340		\$0
Alternates / Unit Prices															

09J - Concrete Grinding and Polishing		Project Name: SDL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST		
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ		Analyst: Jay Lance		
Desired Response		Arizona Concrete Re	Charles Court	Interior Concepts	Resource Arizona	Techniquex
Base Bid		\$12,000	\$21,047	No Bid	No Bid	No Bid
<b>General Scope Items:</b>						
JE Dunn Bid Form	Y	Y	N			
DCIP - GL Only Credit	Y	Y	Y			
JE Dunn Scope of Work	Y	Y	N			
Reviewed Front End Documents	Y	Y	Y			
Per JE Dunn Project Schedule	Y	Y	Y			
Construction Sequence / Logistics	Y	Y	Y			
Parking for labor is included	Y	Y	Y			
JED Safety Requirements/Manual	Y	Y	Y			
Sales Tax - Excluded	Y	Y	Y			
Per plans and Specs	Y	Y	Y			
Addendum 1 Acknowledged	Y	Y	Y			
03 33 00 - Architecturally Integrally Colored Concrete	Y	Y	Incl. above	N		
All prep work	Y	Y	Incl. above	N		
Mock-ups Required	Y	Y	Incl. above	N		
03 35 00 - Polished Concrete Finishing	Y	Y	Incl. above	Y	Incl. above	
Mock-ups Required	Y	Y	Y	Y		
Minor Patching and Infill	Y	Y	Incl. above	Y	Incl. above	
Bond Required	N	N	N			
<b>ADJUSTED BASE BID</b>		<b>\$12,000</b>	<b>\$21,047</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Alternates / Unit Prices						

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10A - Building Specialties		Project Name: SDL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST									
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ		Analyst: Jay Lance									
Desired Response		Interstate Interior	Partitions and Access	American Direct	American Direct								
Base Bid		\$10,922	\$6,603	No Bid	No Bid								
General Scope Items:													
JE Dunn Bid Form	Y	Y	Y										
DCIP - GL Only Credit	Y	Y	Y										
JE Dunn Scope of Work	Y	Y	Y										
Reviewed Front End Documents	Y	Y	Y										
Per JE Dunn Project Schedule	Y	Y	Y										
Construction Sequence / Logistics	Y	Y	Y										
Parking for labor Is Included	Y	Y	Y										
JED Safety Requirements/Manual	Y	Y	Y										
Sales Tax - Excluded	Y	Y	Y										
Per plans and Specs	Y	Y	Y										
Addendum 1 Acknowledged	Y	Y	Y										
10 26 00 - Wall and Door Protection	Y	Y	\$686	Y	Incl. above								
45 degree corner guards (8 ea)	Y	Y		Y	Incl. above								
10 28 00 - Toilet and Bath Accessories	Y	Y	Incl. above	Y	Incl. above								
Soap	Y	Y	Incl. above	Y	Incl. above								
Paper Towel	Y	Y	Incl. above	Y	Incl. above								
Grab Bars	Y	Y	Incl. above	Y	Incl. above								
Toilet Paper	Y	Y	Incl. above	Y	Incl. above								
Sanitary Napkin	Y	Y	Incl. above	Y	Incl. above								
ADA Shower Bench	Y	Y	Incl. above	Y	Incl. above								
Mirrors	Y	Y	Incl. above	Y	Incl. above								
Shower Curtain and Rod	Y	Y	Incl. above	Y	Incl. above								
Robe hook and towel bar	Y	Y	Incl. above	Y	Incl. above								
10 44 13 - Fire Extinguishers	Y	Y	Incl. above	Y	Incl. above								
Fire Extinguishers (14) and cabinets (2)	Y	Y	Incl. above	Y	Incl. above								
12 03 13 - Bike Racks	Y	N	w/ Rough Carp	N	w/ Rough Carp								
Flag Pole	Y	N	w/ Rough Carp	N	w/ Rough Carp								
Trash Receptical	Y	N	w/ Rough Carp	N	w/ Rough Carp								
Bond Required	N	N		N									
ADJUSTED BASE BID		\$11,608	\$6,603	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

10G - Signage		Project Name: SDL - Terminal Redevelopment		Bid Date: 6/10/2017 at 2:00 p.m. MST											
Y = Included in bid N = Not Included in bid		Project Location: Scottsdale, AZ		Analyst: Jay Lance											
Desired Response		Falcon Contracting	Kroy Signs	Airpark Signs	Yesco										
Base Bid		No Bid	\$1,746	\$60,776	\$84,733										
<b>General Scope Items:</b>															
JE Dunn Bid Form	Y		Y	N	Y										
DCIP - GL Only Credit	Y		Y	Y	Y										
JE Dunn Scope of Work	Y		Y	N	Y										
Reviewed Front End Documents	Y		Y	Y	Y										
Per JE Dunn Project Schedule	Y		Y	Y	Y										
Construction Sequence / Logistics	Y		Y	Y	Y										
Parking for labor is Included	Y		Y	Y	Y										
JED Safety Requirements/Manual	Y		Y	Y	Y										
Sales Tax - Excluded	Y		Y	Y	Y										
Per plans and Specs	Y		Y	Y	Y										
Addendum 1 Acknowledged	Y		Y	Y	Y										
<b>10 13 00 - Directories</b>															
Relocate S4	Y		N	Y	Y										
Salvage to owner	Y		N	Y	Y										
S8 Directory	Y		N	Y	Y										
S8 Directory	Y		N	Y	Y										
<b>10 14 13 Interior Signage</b>															
Offices and rooms	Y		Y	Incl. above	N	\$1,746	N	\$1,746							
	Y		Y	Incl. above	Y		Y								
<b>10 14 19 - Dimensional Letter Signage</b>															
Address Numbers on Hangers	Y		N	Y	Y										
<b>10 14 23 - Panel Signage</b>															
Tenant ID Signage	Y		N	Y	Y										
<b>10 14 26 - Post and Panel Signage</b>															
Speed Limit	Y		N	Y	Y										
Restricted Access	Y		N	Y	Y										
Security Aler	Y		N	Y	Y										
Cautlon	Y		N	Y	Y										
Automatic Exit	Y		N	Y	Y										
Salvage Existing Sign	Y		N	Y	Y										
Install of Interior Signs	Y		N	\$1,500	N	\$1,500	N	\$1,500							
City of Scottsdale Sign Permit Allowance	Y		N		N	\$5,000	N	\$5,000							
Bond Required	N		N		N		N								
<b>ADJUSTED BASE BID</b>			\$0	\$3,246		\$69,022		\$92,979		\$0	\$0	\$0	\$0	\$0	\$0
<b>Alternates / Unit Prices</b>															

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10J Steel		Project Name: SDL - Terminal Redevelopment										Bid Date: 5/10/2017 at 2:00 p.m. MST		
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ										Analyst: Tom Rice		
Desired Response		Skyline Steel	Bell Steel	Schuff Steel	Abia Steel	Red Cedar Steel	Trad Steel	JB Steel	Amber Steel	Encore Steel	Allred Metal Prod	Agata Steel		
Base Bid		\$100,650	Accepted NO BID	Accepted NO BID	Accepted NO BID	Accepted Teamed w/ Bell Steel	Accepted No Bid, Too Busy	Accepted NO BID	Declined	Declined	Declined	Declined		
General Scope Items:														
JE Dunn Bid Form	Y													
DCIP - GL Only Credit	Y													
JE Dunn Scope of Work	Y													
Reviewed Front End Documents	Y	Y												
Per JE Dunn Project Schedule	Y	Y												
Construction Sequence / Logistics	Y	Y												
Parking for labor is included	Y	Y												
JED Safety Requirements/Manual	Y	Y												
Sales Tax - Excluded	Y	Y												
Per plans and Specs	Y	Y												
Addendum 1.2 Acknowledged	Y	Y												
10 73 23 Metal Carport Structures	Y	Y												
Cantilevered Parking Canopies	Y	Y												
Double-Cantilevered Parking Canopies	Y	Y												
Footings	Y	Y												
Engineering	Y	Y												
Bond Required	Y	Y	Y	Y										
ADJUSTED BASE BID		\$100,650	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Alternates / Unit Prices														
Alternate 1 - Additional Parking Canopies		\$95,200												
Alternate 2 - Storefront at Offices														
Cost for Early Shop Drawings on BP2 (Concrete, Steel, Glass & Glazing, Metal Panels)														

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12A Window Treatments		Project Name: SDL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST	
Y = Included in bid		Project Location: Scottsdale, AZ		Analyst: Tom Rice	
N = Not included in bid		Blinds and Beyond		JED Allowance	
Base Bid		\$8,760	\$15,000		
<b>General Scope Items:</b>					
JE Dunn Bid Form	Y	Y			
DCIP - GL Only Credit	Y	Y			
JE Dunn Scope of Work	Y	N/A			
Reviewed Front End Documents	Y	Y			
Per JE Dunn Project Schedule	Y	Y			
Construction Sequence / Logistics	Y	Y			
Parking for labor is included	Y	Y			
JED Safety Requirements/Manual	Y	Y			
Sales Tax - Excluded	Y	Y			
Per plans and Specs	Y	Y			
Addendum 1,2 Acknowledged	Y	Y			
<b>12 24 00 Window Shades</b>					
WT-1 Manual Roller Shades	Y	Y			
WT-3 Manual double Roller Shades	Y	Y			
Backing (by Rough Carpentry)	N	N			
<b>Bond Required</b>					
	N	N			
<b>ADJUSTED BASE BID</b>		<b>\$8,760</b>	<b>\$15,000</b>	<b>\$0</b>	<b>\$0</b>
<b>Alternates / Unit Prices</b>					
Alternate 1 - Additional Parking Canopies					
Alternate 2 - Storefront at Offices					
Cost for Early Shop Drawings on BP2 (Concrete, Steel, Glass & Glazing, Metal Panels)					

-21A Fire Protection		Project Name: SDL - Terminal Redevelopment				Bid Date: 5/10/2017 at 2:00 p.m. MST				
Y = Included in Bid N = Not Included in Bid		Project Location: Scottsdale, AZ				Analyst: Richard Reeve				
Desired		WSFP	Aero	RCI Systems	FootHills	ClimaTec				
Base Bid		\$ 797,200.00	\$ 750,000.00	\$ 666,850.00	\$ 843,838.00	\$ 1,061,393.00				
<b>General Scope Items:</b>										
Per JE Dunn Project Schedule	Y	Y	Y	Y	Y	Y				
Construction Sequence;	Y	Y	Y	Y	Y	Y				
JE Dunn Bid Form and Scope of Work Returned	Y	Y	N	N	N	N				
3D Cadd Coordination	Y	Y	N	\$ 10,000.00	Y	Y				
2000 GPM Fire Pump Included	Y	Y	Y	Y	Y	Y				
Foam fire Hoses included (4) (2 per hanger)	Y	Y	Y	Y	Y	Y				
Reserve Supply of Foam concentrate	Y	Y	Y	Y	Y	Y				
Corrosion resistant sprinklers in Battery Room	Y	Y	Y	Y	Y	Y				
MILCOR Smoke Hatches (14 shown structural & roof plan)	Y	Y	N	\$ 64,400.00	Y	N	\$ 71,000.00	Y		
Temp Protection during Foam Testing	Y	N	\$ 10,000	N	\$ 10,000	N	\$ 10,000	N	\$ 10,000	
Parking Is Included	Y	Y	Y	Y	Y	Y				
Commissioning support for Fire Protection System with AHJ -	Y	Y	Y	Y	Y	Y				
Accepted Alternate 05 - Seismic Requirements	Y	N	(1,600)	N	6,350	N	(7,500)	N	(1,600)	
State/City Sales Tax Included	N	N	N	N	N	N				
<b>ADJUSTED BASE BID</b>		<b>\$805,800</b>	<b>\$840,750</b>	<b>\$869,360</b>	<b>\$908,838</b>	<b>\$1,068,793</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Per Plans & Specifications ?	Y									
Addenda Acknowledged ?	Y	Y				Y		Y		
Bondable ?	Y									
Bond Rate		1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Bond Amount		\$8,058	\$8,408	\$8,694	\$9,088	\$10,698	\$0	\$0	\$0	\$0
<b>Base Bid with Bond Added</b>		<b>813,856</b>	<b>849,158</b>	<b>878,054</b>	<b>917,926</b>	<b>1,080,491</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Alternates / Unit Prices</b>										
Fire Alarm System (Notifier) Included - foam detection/releasing system for Hangars		\$ 133,100.00								
VE for Fire Sprinkler										
If Seismic is not required deduct		\$ 1,600.00	\$ 6,350.00	\$ 7,500.00	\$ 18,000.00					

22A PLUMBING TAB Used For Clarifications and Scope		Project Name: SOL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST					
Y = Included in bid N = Not Included in bid		Project Location: Scottsdale, AZ		Analyst: Richard Reeve					
Desired		TD	Tempe Mechanical	Dynamic Systems	Harris Mechanical	HACI	K Corp	IronTree Construction	
Base Bid		\$ 723,205.00	\$ 746,339.00	\$ 801,298	\$ 828,217.00	\$ 821,300.00	\$ 972,685.00	\$ 1,123,000.00	
<b>General Scope Items:</b>									
Per JE Dunn Project Schedule	Y	Y	Y	Y	Y	Y	Y	Y	Y
Construction Sequence:	Y	Y	Y	Y	Y	Y	Y	Y	Y
JE Dunn Bid Form and Scope of Work	Y	Y	Y	Y	Y	Y	Y	Y	Y
3D Cadd Coordination	Y	Y	Y	Y	Y	Y	Y	Y	Y
Parking for labor is included	Y	Y	Y	Y	Y	Y	Y	Y	Y
SP-2 - Sump pump package w/base added in addendum 1	Y	Y	Y	Y	Y	Y	Y	Y	Y
ST-1 Underground storage tank - 60,000 gallons with extensions, covers, access ladders	Y	Y	N	\$ 307,789.00	Y	Y	N	\$ 100,000.00	Y
OI-1 Oil/Water Separator for Hangers A&B - 2500 gallon capacity	Y	Y	Y	Y	Y	Y	Y	Y	Y
TD-1- Plumbing waste connection only. CIP Trench Drain and Grating For Hangers A & B by others (in structural drawings)	Y	Y	Y	Y	Y	Y	Y	Y	Y
AC-1 - Air Compressor, storage tank, and Air Lines for distribution and related drops, SOVs, regulators for Hangers	Y	Y	Y	Y	Y	Y	Y	Y	Y
Plumbing fixtures per schedule - 1P601	Y	Y	Y	Y	Y	Y	Y	Y	Y
TP-1 Trap Primers	Y	Y	Y	Y	Y	Y	Y	Y	Y
Plumbing UG Piping inside and outside hangers includes setting structures, man holes, fire event storage tank and all related connections	Y	Y	Y	Y	Y	Y	Y	Y	Y
Roof Drains and associated storm piping. Includes DSN-1 and overflow RD-1 to splash above grade.	Y	Y	Y	Y	Y	Y	Y	Y	Y
Plumbing Insulation including storm piping	Y	Y	Y	Y	Y	Y	Y	Y	Y
Excavation and back fill for underground plumbing, inside and outside building. Assumes sloping of all ug excavations and not furnishing engineered shoring systems.	Y	Y	Y	Y	Y	Y	Y	Y	Y
State/City Sales Tax	N	N	N	N	N	N	N	N	N
<b>ADJUSTED BASE BID</b>		<b>\$723,205</b>	<b>\$1,054,128</b>	<b>\$801,298</b>	<b>\$828,217</b>	<b>\$821,300</b>	<b>\$972,685</b>	<b>\$1,123,000</b>	<b>\$0</b>
Per Plans & Specifications ?	Y								
Addenda Acknowledged ?	Y			Y					
Bondable ?	Y								
Bond Rate		1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Bond Amount		\$7,232	\$10,541	\$8,013	\$8,282	\$9,213	\$9,727	\$11,230	\$0
<b>Base Bid with Bond Added</b>		<b>730,437</b>	<b>1,064,669</b>	<b>809,311</b>	<b>836,499</b>	<b>830,513</b>	<b>982,412</b>	<b>1,134,230</b>	<b>0</b>
Alternates / Unit Prices									

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Project Name: BDL - Terminal Redevelopment		Bid Date: 6/10/2017 at 2:00 p.m. MST									
Project Location: Scottsdale, AZ		Analyst: Richard Reese									
Item	Description	System									
		MECHANICAL	DYNAMIC SYSTEMS	TEMPERATURE MECHANICAL	TEMPERATURE MECHANICAL	HVAC	COMMERCIAL AIR	JD - SUN	MECHANICAL	COMFORT SYSTEMS	MISC STATES
	HVAC Plumbing	\$ 906,848.00	\$ 497,372.00	\$ 644,718.00	\$ 496,160.00	\$ 484,937.00	\$ 442,800.00	\$ 484,000.00	\$ 493,000.00	\$ 649,888.00	\$ 497,880.00
		\$ 723,205.00	\$ 429,217.00	\$ 501,288.00	\$ 374,939.00	\$ 372,886.00	\$ 321,900.00	\$ 1,123,000.00	\$ 1,123,000.00	\$ 1,123,000.00	\$ 1,123,000.00
General Scope Items:											
	Per JE Dunn Project Schedule	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Construction Sequence	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	JE Dunn Bid Form Returned and Scope of Work Initiated and Returned	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	3D Coord Coordination - BIM	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Particulars below include	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	NO2 & CO sensors, control panel, interlocked in Supply and Exhaust Fans for Hangers A & B	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Ceiling Fans 7 - 8 - Ceiling Fans (Hangers A & B)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Supply Fans 1-4	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Gas Piping	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	ERV 10 - Exhaust Units and HP's for Ceiling	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	ERV 7 - 8 Exhaust Units	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	BF 1-07 - Exhaust Fans Hangers	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Controlled Split ACU - 1, 2, 3, 4, 5, 6, 7, 8 (in not used)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	SAD - 1 - 4 Sound Attenuators	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	GRS - All Ducts and Pans	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	VAF's per schedule 10003	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Controls	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Electric Unit Heaters - Run Pump Room	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Mechanical duct and pipe insulation	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Condensate drain and refrigeration piping	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Add for 13 Concrete Deadmen	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Add for ET-4 - 80,000 gallon fire event storage tank	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Piping Insulation including storm piping	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	State/City Sales Tax	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Accepted Alternate 06 - Delete Storm Drain Insulation	Y	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Accepted Alternate 08 - Delete Domestic Cold Water	Y	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Accepted Alternate 09 - Storm Requirements	Y	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Accepted Alternate 07 - Substitute PVD Piping for U	Y	NA	NA	NA	NA	NA	NA	NA	NA	NA
	ADJUSTED BASE BID	\$ 1,222,463	\$ 1,217,908	\$ 1,273,918	\$ 1,555,402	\$ 1,340,036	\$ 1,388,814	\$ 1,609,314	\$ 1,512,614	\$ 1,678,177	\$ 1,608,264
	Per Plans & Specifications?	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Conditions Acknowledged?	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Bondable?	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
	Bond Rate	\$ 11,225	\$ 12,179	\$ 12,739	\$ 15,554	\$ 13,400	\$ 13,889	\$ 16,093	\$ 15,126	\$ 16,782	\$ 16,083
	Bond Amount	1.133,338	1,230,087	1,286,657	1,570,956	1,353,436	1,402,703	1,625,407	1,527,740	1,694,959	1,624,347
	Alternates / Unit Prices										
	UVE Alternates Below										
	Substitute PVC Piping for Storm and Sanitary Systems - UO&AG ILO CI NH (Temps Mech)				\$ 18,400.00						
	Alternate Manufacturer for Equipment (Temps Mech)				\$ 40,000.00						
	Substitute standard NH Couplings UO & AG in lieu of High NH 220's (TD)		\$ 4,350.00								
	Delete Storm Drain Pipe Insulation (TD)		\$ 36,890.00								
	Substitute PVC Piping for Storm and Sanitary Systems - UO Only ILO CI NH (TD)		\$ 48,168.00								
	Delete Domestic Cold Water Pipe Insulation (TD)		\$ 8,420.00								
	Substitute Trap Guards ILO Trap Primers (TD)		\$ 12,288.00								
	Delete Salmie Bracing for Piping Systems (TD)		\$ 17,800.00								
	Add for Manufactured Trench Drains w/Grating ILO										
	PIP Trench Drains and Grating (TD)		\$ 127,882.00								

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26 Electrical		Project Name: SDC - Terminal Redevelopment		Bid Date: 8/10/2017 at 2:00 p.m. MST					
Y = Included in bid N = Not Included in bid		Project Location: Scottsdale, AZ		Analyst: Shane Park					
	Quoted	DP Electric	Delta Diversified	Corbins Electric	EF Charco	Commonwealth	Sturgeon	Receidn Elec	
Site			\$ 102,000.00						
Hangers			\$ 518,000.00						
Fire Alarm			\$ 111,250.00						
<b>General Scope Items:</b>		\$18,000		\$97,770		\$977,700		\$1,396,000	\$1,581,637
Concrete pole bases	Y								
Temporary Power and Lighting Distribution	Y	20,000	20,000	29,180					
Power at site trailer	Y	2,500	Y						
BIM Modeling	Y	8,000	Y	Y	Y	Y	Y	Y	
Site									
Removal and storage of existing Site Lighting Poles	Y	Y	Y		\$ 16,000	P	P	P	
ED010 - note 8.001 Demo concrete pole base	N	N	N	N	N	N	N	N	
ED11 - note 8 Provide (9) Handholes adjacent to "DAVOK" fixtures	Y	Y	Y	Y	Y	Y	Y	Y	
Asphalt cutting and patching as required	Y	N	SO	N	N	SO	SO	SO	
ED010 - note 8.001 Trenching and backfill	Y	Y	Y	Y	Y	Y	Y	Y	
Telecom Ductbank 4" (2)	Y	Y	Y	Y	Y	Y	Y	Y	
North Gate Power and LV / CCTV conduit	Y								
Sixty site Lighting	Y	\$ 35,750.00	35,750						
Concrete encase telecom and billing primary	Y	8,600	10,850	N	\$ 10,850	N	N	N	
Gear									
Connection cabinets (3)	Y	Y	Y	Y	Y	Y	Y	Y	
(2) Fire Pumps - add (2) enclosed (100hp)	Y	Y	Y	Y	Y	Y	Y	Y	
Service Entrance per one-line	Y	Y	Y	Y	Y	Y	Y	Y	
Arc Fault Coordination Study	Y	Y	7,500	Y	Y	Y	Y	Y	
Fixtures									
Keep guard shack and Security light functional	Y	Y	Y						
Furnish CF Fan In Hanger	N	N	N	N	N	N	N	N	
Installation of CF Hanger fan									N
ED010 - note 8.001 Complete Hard Pipe / No MC Cable	Y	?	Y	Y	Y	Y	Y	Y	
ED010 - note 8.001 Provide and install ground bus	Y	Y	Y	Y	Y	Y	Y	Y	
ED010 - note 8.001 Copper Conductors	Y	Y	Y	Y	Y	Y	Y	Y	
ASHRE 90.1 Plug load control requirements in office area	Y	\$ 7,500	7,500	Y	N	\$ 7,500	N	\$ 7,500	\$ 7,500
Systems									
Telecom conduit stub to accessible ceiling	Y	Y	Y	Y	Y	Y	Y	Y	
Telecom/AV/Security EMT pathway in Hangers	Y	Y	Y	Y	Y	Y	Y	Y	
AV Conduit stubs to accessible ceiling	Y	Y	Y	Y	Y	Y	Y	Y	
Corridor Cable Tray	Y	Y	Y	Y	Y	Y	Y	Y	
PV System - per one-line									
(2) Hangers - 13 panels 14 strings (182) 49,140w	N	N	N	N	N	N	N	N	
Fire Alarm - Complete raceway	Y	Y	Y	Y	Y	Y	Y	Y	
McCabe Link in hanger	Y	\$ 15,000	Y	N	\$ 15,000	N	\$ 15,000	N	\$ 15,000
Permit	N	N	N	N	N	N	N	N	
State/City Sales Tax	N	N	N	N	N	N	N	N	
<b>ADJUSTED BASE BID</b>		<b>\$916,250</b>	<b>\$899,950</b>	<b>\$977,900</b>	<b>\$1,000,200</b>	<b>\$1,393,600</b>	<b>\$1,589,137</b>	<b>\$1,624,322</b>	<b>\$0</b>
Per Plans & Specifications ?	Y								
Addenda Acknowledged ?	Y								
Bondable ?	Y								
Bond Rate				1.00%	1.00%				1.00%
Bond Amount		\$0	\$0	\$8,779	\$10,002	\$0	\$0	\$0	\$0
<b>Base Bid with Bond Added</b>		<b>815,250</b>	<b>898,950</b>	<b>987,979</b>	<b>1,010,202</b>	<b>1,393,600</b>	<b>1,589,137</b>	<b>1,624,322</b>	<b>0</b>
Alternates / Unit Prices									

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31C Earthwork		Project Name: SDL - Terminal Redevelop Bid Date: 5/10/2017 at 2:00 p.m. MST													
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ Analyst: Kyle Chase													
		ACE Asphalt	Markham Contracting	Ricor	Blount	J. Banicki Const	Rhino Contracting	Kear Civil	Rhino Contracting	Buesing Corp	CSW	Rummel	Paramount		
Base Bid			\$144,468	\$226,058	\$182,500	\$187,608	\$305,127	Non-responsive	Declined	Non-responsive	Declined	Declined	Declined	Declined	Declined
<b>General Scope Items:</b>															
JE Dunn Bid Form	Y	Y	Y	Y	Y	Y	Y								
DCIP - GL Only Credit	Y	Y		Y		Y	Y								
JE Dunn Scope of Work	Y	Y		Y		Y	Y								
Reviewed Front End Documents	Y	Y		Y		Y	Y								
Per JE Dunn Project Schedule	Y	Y	Y	Y	Y	Y	Y								
Construction Sequence / Logistics	Y	Y	Y	Y	Y	Y	Y								
Parking for labor is included	Y	Y	Y	Y	Y	Y	Y								
JED Safety Requirements/Manual	Y	Y	Y	Y	Y	Y	Y								
Sales Tax - Excluded	Y	Y	Y	Y	Y	Y	Y								
Per plans and Specs	Y	Y	Y	Y	Y	Y	Y								
Addendum 1 Acknowledged	Y	Y		Y	Y	Y	Y								
Addendum 2 Acknowledged	Y	Y		Y	Y	Y	Y								
Initial Install SWPPP	Y	Y	Y	Y	Y	Y	Y								
Install 2 Trackouts	Y	Y	Y	Y	Y	Y	Y								
Trackout Maintenance / Refresh	Y	Y	Y	Y	Y	Y	Y								
Water Meter and Fill Stand	Y	Y		\$9,300	Y		\$3,600	Y		\$3,500					
Locate Existing Utilities & As-Built	Y	Y	\$4,500	\$4,500	Y	Y	Y								
Clear/Grub	Y	Y	Y	Y	Y	Y	Y								
Over/Under/Recompact New Hanger Footprint	Y	Y	Y	Y	Y	Y	Y								
Over/Under/Recompact New ABC Footprint	Y	Y	Y	Y	Y	Y	Y								
Balance Site / Import/Remove as Necessary	Y	Y	Y	Y	Y	Y	Y								
Fine Grade Pads, Curbs, Sidewalk, Landscape	Y	Y	Y	Y	Y	Y	Y								
Fill Planters/ Islands	Y	Y	Y	Y	Y	Y	Y								
Fine Grade Site	Y	Y	Y	Y	Y	Y	Y								
Cut Curb Grade & Backfill Curbs	Y	Y	Y	Y	Y	Y	Y								
Place Cut to Fill	Y	Y	Y	Y	Y	Y	Y								
2+ Mobs Planned / Included?	Y	Y	Y	Y	Y	Y	Y								
Crane Pad Around Footprints	Y	Y	Y	Y	Y	Y	Y								
Certified Building Pad	Y	Y	Y	Y	Y	Y	Y								
Temp Road/ Firelane	Y	Y	Y	Y	Y	Y	Y								
Temp Road Maintenance	Y	Y	\$9,500	Y	Y	\$9,600	Y	Y	Y	\$9,500	Y	Y	Y	Y	Y
Scarify Site 8"	Y	Y	Y	Y	Y	Y	Y								
Site Footing Spoils Offhaul	Y	Y	\$5,000	Y	Y	\$5,000	Y	Y	Y	\$5,000	Y	Y	Y	Y	Y
Traffic Control, Plan, Permit, Execution, Reroutes	Y	Y	\$75,476	Y	Y	\$75,476	Y	Y	Y	\$75,476	Y	Y	Y	Y	Y
<b>CLARIFICATIONS</b>															
Pulverized Asphalt to be used in General Fill	Y	Y	Temp Road	Y		Y	Temp Road								
Bond Required	Y	Y													
ADJUSTED BASE BID			\$238,943	\$320,333	\$272,476	\$281,083	\$398,602	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Alternates / Unit Prices</b>															

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32A - Asphalt Paving - Marking		Project Name: SDL - Terminal Redevelopment		Bid Date: 5/10/2017 at 2:00 p.m. MST						
Y = Included in bid N = Not Included in bid		Project Location: Scottsdale, AZ		Analyst: Kyle Chase						
Desired Respons		ACE Asphalt	Markham Contracting	Blount	Ricor	J. Banicki Const	Rhino Contracting	JRD	Kear Civil	
Base Bid		\$156,472	\$141,134	\$184,960	\$178,500	\$262,236	Non-responsive	Non-responsive	Declined	
General Scope Items:										
JE Dunn Bid Form	Y	Y	Y	Y	Y	Y				
DCIP - GL Only Credit	Y	Y	Y	N	Y	Y				
JE Dunn Scope of Work	Y	Y	N	Y	Y	Y				
Reviewed Front End Documents	Y	Y	N	N	Y	Y				
Per JE Dunn Project Schedule	Y	Y	Y	N	Y	Y				
Construction Sequence / Logistics	Y	Y	Y	N	Y	Y				
Parking for labor is included	Y	Y	Y	N	Y	Y				
JED Safety Requirements/Manual	Y	Y	Y	N	Y	Y				
Sales Tax - Excluded	Y	Y	Y	N	Y	Y				
Per plans and Specs	Y	Y	Y	N	Y	Y				
Addendum 1 Acknowledged	Y	Y	N	Y	Y	Y				
Addendum 2 Acknowledged	Y	Y	N	Y	Y	Y				
Subgrade Prep	Y	Y	Y	Y	Y	Y				
ABC	Y	Y	Y	Y	Y	Y				
AC 2" on 4" ABC	Y	Y	Y	Y	Y	Y				
AC 3" on 6" ABC	Y	Y	Y	Y	Y	Y				
Asphalt Patching @ Parking Lot	Y	Y	Y	Y	Y	Y				
Striping	Y	Y	Y	Y	Y	Y				
Signage:HC, Pedestrian, Stop, Crosswalk	Y	Y	Y	Y	Y	Y				
Speed Tables	Y	Y	N	\$4,275	N	Y				
Slurry Seal Coat	Y	Y	N	\$19,614	Y	Y				
Utility Adjustments	Y	Y	Y	N	\$4,765					
Repair Damaged Asphalt	Y	N	\$10,000	N	\$10,000	N	\$10,000	N	\$10,000	
Paint Red Fire lane Curbs	Y									
Grade/Regrade AB for Site Access and Laydown	Y	N	\$12,000	N	\$12,000	N	\$12,000	N	\$12,000	
Escalation for Asphalt Allowance	Y	N	\$18,000	N	\$18,000	N	\$18,000	N	\$18,000	
EXCLUSIONS										
Thermo-Plastic Striping @ Roadway (By Scottdale)										
Bond Required	N									
ADJUSTED BASE BID		\$196,472	\$205,023	\$229,725	\$218,500	\$302,236	\$0	\$0	\$0	\$0
Alternates / Unit Prices	+									

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32B - Site Concrete		Project Name: SDL - Terminal Redevelopment				Bid Date: 6/10/2017 at 2:00 p.m. MST				
Y = Included in bid N = Not Included in bid		Project Location: Scottsdale, AZ				Analyst: Kyle Chase				
		Progressive Hardco	Suntec Concrete	Markham Contracting	Hardrock Concrete	Baker Concrete	Sun Valley Masonry	Jones Concrete	Rhino Contracting	Raven Concrete
Base Bid		\$95,176	\$198,952	\$125,608	\$202,000	Not Interested in Site	Declined/ Busy	Declined/ Busy	Non-responsive	Declined
General Scope Items:		Combo ONLY			Combo ONLY					
JE Dunn Bid Form	Y	N	Y	Y	N					
DCIP - GL Only Credit	Y	N	Y	Y	Y					
JE Dunn Scope of Work	Y	Y	Y	N	Y					
Reviewed Front End Documents	Y	N	Y	Y	Y					
Per JE Dunn Project Schedule	Y	N	Y	Y	Y					
Construction Sequence / Logistics	Y	N	Y	Y	Y					
Parking for labor Is Included	Y	N	Y	Y	Y					
JED Safety Requirements/Manual	Y	N	Y	Y	Y					
Sales Tax - Excluded	Y	N	Y	Y	Y					
Per plans and Specs	Y	N	Y	Y	Y					
Addendum 1 Acknowledged	Y	Y	Y	N	Y					
Addendum 2 Acknowledged	Y	Y	Y	N	Y					
Concrete Curbs	Y	N	\$77,810	Y	Y					
Conc. Driveway/VG/Curb Returns	Y	N	\$32,395	Y	Y					
Canopy Footings / Excavate	Y	N	\$21,450	Y	N	\$21,450	Y			
Site/Screen Wall Footings / Excavate	Y	Y		Y	N		Y			
Lightpole Foundations	Y	Y		Y	N	\$19,875	Y			
Backfill Site Walls and Footings	Y	N	\$3,000	Y	N	\$3,000	Y			
Sidewalks / Ramps	Y	Y		Y	Y		Y			
Reinforcing, Control & Expansion Joints	Y	Y		Y	Y		Y			
Set/Place Crash Bollards	Y	Y		Y	N	\$1,750	Y			
Truncated Domes	Y	Y		Y	Y		Y			
Concrete Entry Pad @ Apron/Hangar Doors	Y	N	\$34,000	Y	N	\$28,208	Y			
<b>EXCLUSIONS</b>										
Joint Sealants	Y	Y		Y	Y		Y			
Engineering	Y	Y		Y	Y		Y			
Settling of Hangar Door Tracks	Y	Y		Y	Y		Y			
Trench Drains (By Plumbing)	Y	Y		Y	Y		Y			
Spills Offhaul (Carry with Earthwork/Allowance)	Y	Y		Y	Y		Y			
Light Bollards										
Bond Required	N									
<b>ADJUSTED BASE BID</b>			<b>\$263,831</b>	<b>\$198,952</b>	<b>\$199,789</b>	<b>\$202,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Alternates / Unit Prices										

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32G - Landscape & Irrigation		Project Name: SOL - Terminal Redevelopment		Bid Date: 6/10/2017 at 2:00 p.m. MST							
Y = Included in bid N = Not Included in bid P = Plug number (not from Sub) +/- = Add/Deduct from sub		Project Location: Scottsdale, AZ		Analyst: Kyle Chase							
Desired Response		Siteworks Landscaping Underwood Bros/AA/Recon, Inc		ISS Grounds Contr		BrightView Landscap		Westar Environmental		Evergreen Spray	
Base Bid		\$ 103,774	\$ 131,000	\$ 255,380	Declined	Declined	Declined	Chemicals only			
<b>General Scope Items:</b>											
JE Dunn Bid Form	Y	Y		Y		Y					
DCIP - GL Only Credit	Y	Y		Y		N					
JE Dunn Scope of Work	Y	Y		Y		Y					
Reviewed Front End Documents	Y	Y		Y		Y					
Per JE Dunn Project Schedule	Y	Y		Y		Y					
Construction Sequence / Logistics	Y	Y		Y		Y					
JED Safety Requirements/Manual	Y	Y		Y		Y					
Sales Tax - Excluded	Y	Y		Y		Y					
Per plans and Specs	Y	Y		Y		Y					
Addendum 1 Acknowledged	Y	Y		Y		Y					
Addendum 2 Acknowledged	Y	Y		Y		Y					
City Certified Salvage Entity?	Y	Y		Y		Y					
Existing Plant Protection?	Y	Y		Y		Y					
Existing Plant Salvage	Y	N	\$15,290	Y		Y					
Replant 48" (22 Trees)	Y	N	\$8,250	Y		Y					
Dust Control	Y	Y		Y		Y					
Temp Watering @ Nursery?	Y	N	\$3,800	Y		Y					
Temp Watering @ Site (Existing)	Y	N	\$6,400	N	\$7,500	Y					
Salvage/Watering Mgt (Wk inspect - 9 Months)	Y	N	\$6,750	N	\$6,750	N	\$6,750				
Boulders	Y	Y		N	\$1,500	N	\$1,500				
Bore to Existing Irrigating	Y	N	\$1,500	N	\$1,500	N	\$1,500				
90 Day Maintenance	Y	Y		Y		Y					
<b>EXCLUSIONS</b>											
Replacement of Perished Salvaged Plants Allowance	Y	N	\$9,500	N	\$9,500	N	\$9,500				
Controller (BP#2)	N	N		N		N					
Bond Required	N	N		N		N					
<b>ADJUSTED BASE BID</b>			<b>\$155,264</b>	<b>\$157,760</b>	<b>\$274,640</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Alternates / Unit Prices											

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32H - Fences and Gates		Project Name: SDL - Terminal Redevelopment				Bid Date: 5/10/2017 at 2:00 p.m. MST			
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ				Analyst: Kyle Chase			
	Desired Response	American Fence	Biddle & Brown Fence	Sentinel Fence Comp	Diversified Metal Fabricators, Inc	Steelock	Phoenix Fence		
	Base Bid	\$174,000	\$122,600	\$178,654	\$208,980	Will bid 5/15	VM + Email		
<b>General Scope Items:</b>									
JE Dunn Bid Form	Y	N	Y	Y	N				
DCIP - GL Only Credit	Y								
JE Dunn Scope of Work	Y	N	N	N	N				
Reviewed Front End Documents	Y		Y						
Per JE Dunn Project Schedule	Y		Y						
Construction Sequence / Logistics	Y		Y						
Parking for labor is included	Y		Y						
JED Safety Requirements/Manual	Y		Y						
Sales Tax - Excluded	Y		Y						
Per plans and Specs	Y		Y						
Addendum 1 Acknowledged	Y	Y	Y		Y				
Addendum 2 Acknowledged	Y	Y	Y		Y				
<b>323100 Fences and Gates</b>									
Hanger Service Yard	Y	Y	Y		Y		Y		
Entry Gates and fence	Y	Y	Y		Y		Y		
Automation Gates double swing	Y	Y	Y		Y		Y		
Concrete pads	Y	N	\$5,000	N	\$5,000	N	\$5,000	N	\$5,000
Tomar	Y	Y	Y		Y		Y		
Knox Key switch	Y	Y	Y		Y		Y		
Knox Box (2)	Y	P	Y		Y		Y		
Spills haul off	Y	Y	N	\$1,000	Y		Y		
Paint Sherwin Williams Industrial Enamel	Y	Y	Y		Y		Y		
Door hardware by others	Y	Y	Y		Y		Y		
Card access and connected to building security	N	N	Excluded	N	Excluded	N	Excluded	N	Excluded
Detection Loops/ Ground sensors	Y	Y	Y		Y		Y		
Bond Required	N								
ADJUSTED BASE BID		\$179,000	\$128,600	\$183,654	\$214,980	\$0	\$0	\$0	\$0
Alternates / Unit Prices									

33A - Site Utilities		Project Name: SDL - Terminal Redevelopment			Bid Date: 6/10/2017 at 2:00 p.m. MST					
Y = Included in bid N = Not included in bid		Project Location: Scottsdale, AZ			Analyst: Kyle Chase					
Desired Response	Ricor	Markham Contracting	Red Point	Phoenix Pipelines	Blount	Paramount	McCain Constructi	Rhino Contracting	Auza Contracting	City Wide Contract
Base Bid	\$276,394	\$230,400	\$337,800	Decline / Backlog	Retire/Perform/Decline	Decline / Backlog	Declined	Non Responsive	Non Responsive	Non Responsive
<b>General Scope Items:</b>										
JE Dunn Bid Form	Y	Y	Y	Y						
DCIP - GL Only Credit	Y	Y	Y	N						
JE Dunn Scope of Work	Y	Y	N	Y						
Reviewed Front End Documents	Y	Y	N	Y						
Per JE Dunn Project Schedule	Y	Y	Y	Y						
Construction Sequence / Logistics	Y	Y	Y	Y						
Parking for labor is included	Y	Y	Y	Y						
JED Safety Requirements/Manual	Y	Y	Y	Y						
Sales Tax - Excluded	Y	Y	Y	Y						
Per plans and Specs	Y	Y	Y	Y						
Addendum 1 Acknowledged	Y		Y	Y						
Addendum 2 Acknowledged	Y		Y	Y						
Sewer, Water, Storm, Fire, Removal/Relocate, Cut/Cap, Reconnect	Y	Y	Y	Y						
New Water Installation	Y	Y	Y	Y						
New Sewer Installation	Y	Y	Y	Y						
Storm Drain	Y	Y	Y	Y						
Locate All/Uncover/Protect Existing Utilities/As-Built All?	Y	N	\$13,800	N	\$13,800	Y				
Maintain Existing Utility Protections	Y	N	\$5,600	N	\$5,600	N	\$5,600			
Demolition Plan - All Utility Relocates/Cut/Cap	Y	Y	Y	Y						
Pkg 2 Footprint - Remove Utilities 1C-UT2	Y	Y	Y	Y						
Pkg 2 Footprint - Include Taps/Inverts/Connections 1C-UT2&3 As shown	Y	Y	Y	Y						
Maintain Utilities Indicated to Remain in Service	Y	Y	Y	Y						
Protection of Valves/Hydrants/Inlets remain in place	Y	Y	Y	Y						
Relocate Existing Storm Drain Grate	Y	Y	Y	Y						
Adjustment of Manhole Covers @ Asphalt	Y	Y	N	\$2,363	Y					
Valve Adjustments / Concrete Collars	Y	Y	N	\$2,363	Y					
Utility Company Coordination / Permit Assist	Y	Y	Y	Y						
FDC	Y	Y	N	\$1,800	Y					
Utility Testing / Pressure Tests, Etc	Y	Y	Y	Y						
Gas Line Removal/Relocation / Install (Allowance)	Y	N	\$34,150	N	\$34,150	+				
Catch Basins	Y	Y	N	\$20,010	Y					
Slotted Trench Drain @ Intersection	Y	N	\$16,000	N	\$16,000	N	\$16,000			
Fire Risers into Building	Y	Y	N	\$2,000	Y					
Concrete Encasement	Y	N	\$12,660	N	\$14,648					
Valves, Relocations, Backflow Preventers, Assemblies	Y	Y	Y	Y						
Bring Remaining Water (Future Connection) Utilities up to ABC (5' out)	Y	N	\$25,000	N	\$25,000	N	\$25,000			
Bring Sewer/Water/Storm Utilities up into ABC	Y	Y	Inc	N	\$27,000	N	\$27,000			
<b>EXCLUSIONS</b>										
Fire Detention Tank / Manholes - (In Plumbing)		Y	Y	Y						
Gas Meter / Regulator / Accessories Coord SWG		Y	Y	Y						
Assume Existing Storm Drain is 18"		Y	Y	Y						
Sand/Oil Separator		Y	Y	Y						
Grease Traps		Y	Y	Y						
Bond Required	N	N	N	N						
<b>ADJUSTED BASE BID</b>	<b>\$283,594</b>	<b>\$395,072</b>	<b>\$408,391</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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Activity ID	Activity Name	Orig Dur	Start	Finish	2017	2018
					May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug	

**SDL Design Package 1 (Hangars, Demo and Site) GMP Submission - 5/25/2017**

Activity ID	Activity Name	Orig Dur	Start	Finish	Notes
<b>Summary</b>					
CON-4450	Construction Duration (Calendar Days) (ABC Bldg Demolition / Utility)	27	10-Jul-17	15-Aug-17	Construction Duration (Calendar Days) (ABC Bldg Demolition / Utility)
JED-600	Start Demolition / Utility (ABC Bldg)	0	10-Jul-17		Start Demolition / Utility (ABC Bldg)
CON-4460	Construction Duration (Calendar Days) (Hangar A)	190	10-Jul-17	05-Apr-18	Construction Duration (Calendar Days) (Hangar A Demolition / Utility / Foundations)
JED-610	Start Structure / Skin / Finishes Pkg (Hangar A)	0	28-Sep-17		Start Structure / Skin / Finishes Pkg (Hangar A)
JED-630	Structure Complete (Hangar A)	0		14-Dec-17	Structure Complete (Hangar A)
JED-640	Skin Weather Tight (Hangar A)	0		05-Feb-18	Skin Weather Tight (Hangar A)
JED-610	Substantial Completion (Hangar A) (05-Apr-18)	0		05-Apr-18	Substantial Completion (Hangar A) (05-Apr-18)
CON-4470	Construction Duration (Calendar Days) (Hangar B)	210	10-Jul-17	03-May-18	Construction Duration (Calendar Days) (Hangar B Demolition / Utility / Foundations)
JED-680	Start Structure / Skin / Finishes Pkg (Hangar B)	0	26-Oct-17		Start Structure / Skin / Finishes Pkg (Hangar B)
JED-690	Structure Complete (Hangar B)	0		15-Jan-18	Structure Complete (Hangar B)
JED-660	Skin Weather Tight (Hangar B)	0		19-Feb-18	Skin Weather Tight (Hangar B)
JED-620	Substantial Completion (Hangar B) (03-May-18)	0		03-May-18	Substantial Completion (Hangar B) (03-May-18)
<b>Preconstruction</b>					
CON-4510	ABC Bldg CD Design / Pkg 2	30	02-Mar-17 A	01-Jun-17	ABC Bldg CD Design / Pkg 2
CON-4560	100% Submittal to City for Permits	1	02-Jun-17	02-Jun-17	100% Submittal to City for Permits
CON-1250	Demolition & Utility permitting process	40	19-Apr-17 A	19-Jun-17	Demolition & Utility permitting process
CON-1370	Earthmoving / Dust Permit	0	31-May-17	31-May-17	Earthmoving / Dust Permit
<b>Hangars</b>					
CON-4720	Receive and Respond to Comments	10	10-May-17 A	28-May-17	Receive and Respond to Comments
CON-4790	Resubmit & Review w/ Comments for Approval	15	30-May-17	19-Jun-17	Resubmit & Review w/ Comments for Approval
<b>ABC Building</b>					
CON-4070	City Review ABC Bldg Permit	15	05-Jun-17	23-Jun-17	City Review ABC Bldg Permit
CON-4800	Receive and Respond to Comments	10	26-Jun-17	10-Jul-17	Receive and Respond to Comments
CON-4810	Resubmit & Review w/ Comments for Approval	15	11-Jul-17	31-Jul-17	Resubmit & Review w/ Comments for Approval
<b>CD / Design Pkg 1 Estimate Review &amp; Approvals</b>					
CON-4390	JED Hangar A & B Design CD's / GMP Preparation	10	11-May-17 A	24-May-17	JED Hangar A & B Design CD's / GMP Preparation
CON-4400	Scottsdale Hangar A & B Design CD's / GMP Review & Approval	4	25-May-17	31-May-17	Scottsdale Hangar A & B Design CD's / GMP Review & Approval
CON-4680	Prepare & Submit GMP to Commission	8	01-Jun-17	12-Jun-17	Prepare & Submit GMP to Commission
CON-4690	Deadline to Submit GMP to Commission	0		12-Jun-17	Deadline to Submit GMP to Commission
CON-4440	Airport Commission Review & Approval	5	13-Jun-17	19-Jun-17	Airport Commission Review & Approval
CON-4670	Commission Meeting to Review & Approve	0		19-Jun-17	Commission Meeting to Review & Approve
CON-4820	City Council Review & Approval	11	20-Jun-17	05-Jul-17	City Council Review & Approval
CON-4650	Deadline for Council to Review & Approve	0		05-Jul-17	Deadline for Council to Review & Approve
<b>CD / Design Pkg 2 Estimate Review &amp; Approvals</b>					
CON-4350	Trade Partner ABC Bldg Pkg 2 Pricing	15	05-Jun-17	23-Jun-17	Trade Partner ABC Bldg Pkg 2 Pricing
CON-4360	JED Partner ABC Bldg Pkg 2 / GMP Preparation	15	26-Jun-17	17-Jul-17	JED Partner ABC Bldg Pkg 2 / GMP Preparation
CON-4370	Scottsdale Partner ABC Bldg Pkg 2 / GMP Review & Approval	5	18-Jul-17	24-Jul-17	Scottsdale Partner ABC Bldg Pkg 2 / GMP Review & Approval
CON-4690	Prepare & Submit GMP to Commission	5	25-Jul-17	31-Jul-17	Prepare & Submit GMP to Commission
CON-4700	Deadline to Submit GMP to Commission	0	01-Aug-17		Deadline to Submit GMP to Commission
CON-4410	Airport Commission Approvals	14	01-Aug-17	18-Aug-17	Airport Commission Approvals
CON-4830	City Council Approvals	5	21-Aug-17	25-Aug-17	City Council Approvals
CON-4710	Deadline for Commission to Review & Approve	0		21-Aug-17	Deadline for Commission to Review & Approve

<p>Remaining Level of Effort    Actual...</p> <p>Actual Level of Effort    Remaf...</p> <p>Critical Remaining Work    Milest...</p>	<p>Date Date: 22-May-17 / Run Date: 24-May-17</p> <p><b>SDL - Design Package 1 (Hangars, Demo and Site) GMP Submission - 5/25/2017</b></p> <p>J.E. Dunn Construction Company</p>	
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Activity ID	Activity Name	Orig Dur	Start	Finish	2017																				
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug					
CON-4730	Deadline for Council to Review & Approve	0	28-Aug-17																						
CON-4420	Receive GMP Approval	1	28-Aug-17	28-Aug-17																					
<b>Procurement</b>																									
CON-4430	Award Hangar A & B Design CD's Pkg 1 LO's	2	06-Jul-17	07-Jul-17																					
CON-1110	Award Hangar A & B Design CD's Pkg 1 Subcontracts, Mobilization	10	10-Jul-17	21-Jul-17																					
CON-1200	Award Partner ABC Bldg Pkg 2 LO's	3	28-Aug-17	31-Aug-17																					
CON-3410	Award Partner ABC Bldg Pkg 2 Subcontracts	20	01-Sep-17	28-Sep-17																					
<b>Pkg 1 Submittals B I L E</b>		<b>80</b>	<b>10-Jul-17</b>	<b>30-Oct-17</b>																					
<b>Foundations (Hangars)</b>																									
CON-4580	Prepare & Submit Concrete & Rebar Shops - Hangars	10	10-Jul-17	21-Jul-17																					
CON-4590	Review & Approve Concrete & Rebar Shops - Hangars	10	24-Jul-17	04-Aug-17																					
CON-4600	Fabricate & Deliver Concrete & Rebar - Hangars	10	07-Aug-17	18-Aug-17																					
<b>Steel (Hangar A)</b>		<b>60</b>	<b>10-Jul-17</b>	<b>02-Oct-17</b>																					
CON-3490	Prepare & Submit Steel Shop Drawings - Hangar A	20	10-Jul-17	04-Aug-17																					
CON-3500	Review & Approve Steel Shop Drawings - Hangar A	10	07-Aug-17	18-Aug-17																					
CON-3510	Plant Start-Up Steel Fabrication - Hangar A	5	21-Aug-17	25-Aug-17																					
CON-3520	Fabricate & Deliver Steel - Hangar A	25	28-Aug-17	02-Oct-17																					
<b>Steel (Hangar B)</b>		<b>60</b>	<b>10-Jul-17</b>	<b>02-Oct-17</b>																					
CON-3530	Prepare & Submit Steel Shop Drawings - Hangar B	20	10-Jul-17	04-Aug-17																					
CON-3540	Review & Approve Steel Shop Drawings - Hangar B	10	07-Aug-17	18-Aug-17																					
CON-3550	Plant Start-Up Steel Fabrication - Hangar B	5	21-Aug-17	25-Aug-17																					
CON-3560	Fabricate & Deliver Steel - Hangar B	25	28-Aug-17	02-Oct-17																					
<b>Tilt-Up</b>		<b>45</b>	<b>10-Jul-17</b>	<b>11-Sep-17</b>																					
CON-1430	Prepare & Submit Tilt-Up / Rebar / Embed Shop Drawings - Hangar A & B	15	10-Jul-17	28-Jul-17																					
CON-1340	Review & Approve Tilt-Up / Rebar / Embed Shop Drawings - Hangar A & B	10	31-Jul-17	11-Aug-17																					
CON-1330	Tilt-Up Calls and Reactions - Hangar A & B	10	14-Aug-17	25-Aug-17																					
CON-1360	Fabricate & Deliver Tilt-Up/ Rebar / Embeds - Hangar A & B	10	28-Aug-17	11-Sep-17																					
<b>Hangar Doors</b>		<b>80</b>	<b>10-Jul-17</b>	<b>30-Oct-17</b>																					
CON-1150	Prepare & Submit Hangar Doors - Hangar A & B	20	10-Jul-17	04-Aug-17																					
CON-1180	Review & Approve Hangar Doors - Hangar A & B	10	07-Aug-17	18-Aug-17																					
CON-1170	Fabricate & Deliver Hangar Doors - Hangar A & B	50	21-Aug-17	30-Oct-17																					
<b>Pkg 2 Early Release (Within Pkg 1)</b>		<b>60</b>	<b>10-Jul-17</b>	<b>02-Oct-17</b>																					
<b>Foundations (ABC Building)</b>																									
CON-3380	Prepare & Submit Concrete & Rebar Shops - ABC Bldg	10	10-Jul-17	21-Jul-17																					
CON-3390	Review & Approve Concrete & Rebar Shops - ABC Bldg	10	24-Jul-17	04-Aug-17																					
<b>Steel (ABC Building)</b>		<b>35</b>	<b>10-Jul-17</b>	<b>25-Aug-17</b>																					
CON-1270	Prepare & Submit Steel Shop Drawings - ABC Bldg	20	10-Jul-17	04-Aug-17																					
CON-1280	Review & Approve Steel Shop Drawings - ABC Bldg	10	07-Aug-17	18-Aug-17																					
CON-1290	Plant Start-Up Steel Fabrication - ABC Bldg	5	21-Aug-17	25-Aug-17																					
<b>Exterior Skin</b>		<b>60</b>	<b>10-Jul-17</b>	<b>02-Oct-17</b>																					
CON-4480	Prepare & Submit Curtainwall & Skin System Shop Drawings - ABC Bldg	50	10-Jul-17	18-Sep-17																					
CON-4850	Metal Panels Submt	50	10-Jul-17	18-Sep-17																					
CON-4490	Review & Approve Curtainwall & Skin Systems - ABC Bldg	10	18-Sep-17	02-Oct-17																					
CON-4860	Metal Panels Approval	10	18-Sep-17	02-Oct-17																					
<b>Pkg 2 Submittals B I L E</b>		<b>61</b>	<b>01-Sep-17</b>	<b>27-Dec-17</b>																					
CON-1300	Fabricate & Deliver Steel - ABC Bldg	25	01-Sep-17	08-Oct-17																					
CON-3400	Fabricate & Deliver Concrete & Rebar - ABC Bldg	10	01-Sep-17	15-Sep-17																					
CON-4500	Fabricate & Deliver Curtainwall & Skin Systems - ABC Bldg	60	03-Oct-17	27-Dec-17																					
<b>Construction</b>		<b>210</b>	<b>10-Jul-17</b>	<b>03-May-18</b>																					
CON-3420	Site Utility Make Safe	15	10-Jul-17	28-Jul-17																					
CON-5380	Install Temp Site Fence	3	10-Jul-17	12-Jul-17																					
CON-5390	Install SWPPP BMP's	2	10-Jul-17	11-Jul-17																					
CON-1120	Building Demolition	10	24-Jul-17	04-Aug-17																					
CON-3430	Site Demolition	10	02-Aug-17	15-Aug-17																					

Activity ID	Activity Name	Orig Dtl	Start	Finish	2017	2018														
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
CON-5400	Install Site Utilities	30	16-Aug-17	27-Sep-17																
CON-5410	Reconfigure Existing Parking	20	16-Aug-17	13-Sep-17																
CON-3580	Install Parking Canopy Foundations	5	14-Sep-17	20-Sep-17																
CON-4780	Install Fuel Farm	40	16-Nov-17	15-Jan-18																
<b>Foundations:</b>			<b>27</b>	<b>16-Aug-17</b>	<b>22-Sep-17</b>															
CON-1500	Prep Pad - Hangar A	5	15-Aug-17	22-Aug-17																
CON-3440	UG Plumbing - Hangar A	20	23-Aug-17	20-Sep-17																
CON-3450	UG Electrical - Hangar A	20	23-Aug-17	20-Sep-17																
CON-1450	Continuous Spread Footings - Hangar A	10	23-Aug-17	06-Sep-17																
CON-3740	FRP Slab on Grade - Hangar A	17	30-Aug-17	22-Sep-17																
<b>Structure:</b>			<b>55</b>	<b>22-Sep-17</b>	<b>14-Dec-17</b>															
CON-1380	Form / Reinforce / Pour / Erect Till-Up Walls - Hangar A	25	28-Sep-17	01-Nov-17																
CON-1310	Erect Steel Structure - Hangar A	10	02-Nov-17	15-Nov-17																
CON-1320	Detail Steel and Trusses - Hangar A	15	16-Nov-17	07-Dec-17																
CON-1390	Roof Deck & Detail - Hangar A	15	24-Nov-17	14-Dec-17																
<b>Exterior Envelope:</b>			<b>30</b>	<b>16-Jan-18</b>	<b>26-Feb-18</b>															
CON-4870	Frame & Sheath Parapet Above Hangar Door - Hangar A	10	18-Jan-18	28-Jan-18																
CON-1180	Install Hangar Doors - Hangar A	10	18-Jan-18	28-Jan-18																
CON-3570	Roof Blotting - Hangar A	5	18-Jan-18	22-Jan-18																
CON-3560	Cover Board / Tapered Insul / Roof Membrane - Hangar A	10	23-Jan-18	05-Feb-18																
CON-4880	Install Metal Panel System - Hangar A	10	30-Jan-18	12-Feb-18																
CON-4770	Tilt-Up Cleaning / Pointing / Caulking - Hangar A	15	06-Feb-18	26-Feb-18																
CON-3600	Detail Roof Membrane - Hangar A	10	06-Feb-18	18-Feb-18																
CON-4880	Clad Hangar Door - Hangar A	10	13-Feb-18	26-Feb-18																
<b>Interior:</b>			<b>72</b>	<b>15-Dec-17</b>	<b>28-Mar-18</b>															
CON-4740	Hangar Fire Protection System - Hangar A	20	15-Dec-17	15-Jan-18																
CON-3780	MEP OH - Hangar A	20	15-Dec-17	15-Jan-18																
CON-3790	Paint Hangar Walls - Hangar A	10	22-Dec-17	08-Jan-18																
CON-5090	Paint Hangar Ceiling - Hangar A	10	09-Jan-18	22-Jan-18																
CON-1840	Pull Wire - Hangar A	10	18-Jan-18	29-Jan-18																
CON-1820	MEP Trim - Hangar A	15	23-Jan-18	12-Feb-18																
CON-1050	Prep Floors for Epoxy Coating - Hangar A	7	13-Feb-18	21-Feb-18																
CON-1630	Flooring Epoxy Install - Hangar A	10	22-Feb-18	07-Mar-18																
CON-4110	Construction Clean - Hangar A	5	08-Mar-18	14-Mar-18																
CON-4120	JED Pre Punch - Hangar A	5	15-Mar-18	21-Mar-18																
CON-4130	Owner Punch - Hangar A	5	22-Mar-18	28-Mar-18																
<b>Hangar A Offices:</b>			<b>109</b>	<b>02-Nov-17</b>	<b>05-Apr-18</b>															
CON-4920	Foundations - Hangar A Offices	5	02-Nov-17	08-Nov-17																
CON-4930	SOG - Hangar A Offices	5	08-Nov-17	15-Nov-17																
CON-4910	Masonry - Hangar A Offices	7	16-Nov-17	27-Nov-17																
CON-4940	Steel Erection - Hangar A Offices	5	28-Nov-17	04-Dec-17																
CON-4950	Decking - Hangar A Offices	5	05-Dec-17	11-Dec-17																
CON-4960	Roof Prep - Hangar A Offices	5	12-Dec-17	18-Dec-17																
CON-4970	Roofing - Hangar A Offices	5	18-Dec-17	26-Dec-17																
CON-4980	MEP OH - Hangar A Offices	10	27-Dec-17	10-Jan-18																
CON-5070	Frame - Hangar A Offices	7	05-Jan-18	15-Jan-18																
CON-5100	MEP In-wall - Hangar A Offices	5	11-Jan-18	17-Jan-18																
CON-5080	Drywall - Hangar A Offices	10	12-Jan-18	25-Jan-18																
CON-5090	Concrete Polishing - Hangar A Offices	10	28-Jan-18	08-Feb-18																
CON-4990	Paint - Hangar A Offices	5	08-Feb-18	15-Feb-18																
CON-5040	Ceiling Grid - Hangar A Offices	5	16-Feb-18	22-Feb-18																
CON-6020	MEP Finishes - Hangar A Offices	5	23-Feb-18	01-Mar-18																
CON-5050	Drop Tile - Hangar A Offices	5	02-Mar-18	08-Mar-18																
CON-5030	Flooring - Hangar A Offices	5	09-Mar-18	15-Mar-18																
CON-5110	Construction Clean - Hangar A Offices	5	16-Mar-18	22-Mar-18																
CON-5120	JED Pre Punch - Hangar A Offices	5	23-Mar-18	29-Mar-18																
CON-5130	Owner Punch - Hangar A Offices	5	30-Mar-18	05-Apr-18																

Activity ID	Activity Name	Orig Dur	Start	Finish	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
2017																				
2018																				
<b>Foundations</b>		39	23-Aug-17	17-Oct-17																
CON-1520	Prep Pad - Hangar B	5	23-Aug-17	29-Aug-17																
CON-1510	Continuous Spread Footings - Hangar B	10	07-Sep-17	20-Sep-17																
CON-3460	UG Plumbing - Hangar B	20	14-Sep-17	11-Oct-17																
CON-3470	UG Electrical - Hangar B	20	14-Sep-17	11-Oct-17																
CON-3750	FRP Slab on Grade - Hangar B	17	25-Sep-17	17-Oct-17																
<b>Structural</b>		55	20-Oct-17	10-Jan-18																
CON-3610	Form / Reinforce / Pour / Erect Tilt-Up Walls - Hangar B	25	26-Oct-17	30-Nov-17																
CON-3630	Erect Steel Structure - Hangar B	10	01-Dec-17	14-Dec-17																
CON-3640	Detail Steel and Trusses - Hangar B	15	15-Dec-17	08-Jan-18																
CON-3650	Roof Deck & Detail - Hangar B	15	22-Dec-17	15-Jan-18																
<b>Exterior Envelope</b>		40	23-Jan-18	19-Mar-18																
CON-3670	Roof Blocking - Hangar B	5	23-Jan-18	29-Jan-18																
CON-3660	Cover Board / Tapered Insul / Roof Membrane - Hangar B	15	30-Jan-18	19-Feb-18																
CON-1160	Install Hangar Doors - Hangar B	10	30-Jan-18	12-Feb-18																
CON-5340	Frame & Sheath Parapet Above Hangar Door - Hangar B	10	30-Jan-18	12-Feb-18																
CON-5350	Install Metal Panel System - Hangar B	10	13-Feb-18	26-Feb-18																
CON-3690	Detail Roof Membrane - Hangar B	10	20-Feb-18	05-Mar-18																
CON-4780	Tilt-Up Cleaning / Pointing / Caulking - Hangar B	15	27-Feb-18	19-Mar-18																
CON-5380	Clad Hangar Door - Hangar B	10	27-Feb-18	12-Mar-18																
<b>Interiors</b>		72	16-Jan-18	25-Apr-18																
CON-4750	Hangar Fire Protection System - Hangar A	20	16-Jan-18	12-Feb-18																
CON-3610	MEP OH - Hangar B	20	16-Jan-18	12-Feb-18																
CON-3840	Paint Hangar Walls - Hangar B	10	23-Jan-18	05-Feb-18																
CON-5370	Paint Hangar Ceiling - Hangar B	10	06-Feb-18	19-Feb-18																
CON-4150	Pull Wire - Hangar B	10	13-Feb-18	26-Feb-18																
CON-4180	MEP Trim - Hangar B	15	20-Feb-18	12-Mar-18																
CON-3630	Prep Floors for Epoxy Coating - Hangar B	7	13-Mar-18	21-Mar-18																
CON-4200	Flooring Epoxy Install - Hangar B	10	22-Mar-18	04-Apr-18																
CON-4210	Construction Clean - Hangar B	5	05-Apr-18	11-Apr-18																
CON-4220	JED Pre Punch - Hangar B	5	12-Apr-18	18-Apr-18																
CON-4230	Owner Punch - Hangar B	6	18-Apr-18	25-Apr-18																
<b>Hangar B Offices</b>		100	01-Dec-17	03-May-18																
CON-5150	Foundations - Hangar B Offices	5	01-Dec-17	07-Dec-17																
CON-5160	SOG - Hangar B Offices	5	08-Dec-17	14-Dec-17																
CON-5140	Masonry - Hangar B Offices	7	15-Dec-17	26-Dec-17																
CON-5170	Steel Erection - Hangar B Offices	5	27-Dec-17	03-Jan-18																
CON-5180	Decking - Hangar B Offices	5	04-Jan-18	10-Jan-18																
CON-5190	Roof Prep - Hangar B Offices	5	11-Jan-18	17-Jan-18																
CON-5200	Roofing - Hangar B Offices	5	18-Jan-18	24-Jan-18																
CON-5210	MEP OH - Hangar B Offices	10	25-Jan-18	07-Feb-18																
CON-5280	Frame - Hangar B Offices	7	02-Feb-18	12-Feb-18																
CON-5280	MEP In-wall - Hangar B Offices	5	08-Feb-18	14-Feb-18																
CON-5270	Drywall - Hangar B Offices	10	08-Feb-18	22-Feb-18																
CON-5250	Concrete Polishing - Hangar B Offices	10	23-Feb-18	08-Mar-18																
CON-5220	Paint - Hangar B Offices	5	09-Mar-18	15-Mar-18																
CON-5290	Ceiling Grid - Hangar B Offices	5	18-Mar-18	22-Mar-18																
CON-5230	MEP Finishes - Hangar B Offices	5	23-Mar-18	29-Mar-18																
CON-5300	Drop Tile - Hangar B Offices	5	30-Mar-18	05-Apr-18																
CON-5240	Flooring - Hangar B Offices	5	08-Apr-18	12-Apr-18																
CON-5310	Construction Clean - Hangar B Offices	5	13-Apr-18	19-Apr-18																
CON-5320	JED Pre Punch - Hangar B Offices	5	20-Apr-18	26-Apr-18																
CON-5330	Owner Punch - Hangar B Offices	5	27-Apr-18	03-May-18																
CON-3720	Prep Grade - Hangar A/B & Site	5	16-Jan-18	22-Jan-18																
CON-3710	Curb & Gutter - Hangar A/B & Site	10	23-Jan-18	05-Feb-18																
CON-3730	FRP Sidewalks - Hangar A/B & Site	15	06-Feb-18	26-Feb-18																
CON-1550	Landscaping - Hangar A/B & Site	15	27-Feb-18	18-Mar-18																
CON-5430	Install Fences & Gates	20	09-Mar-18	02-Apr-18																

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Activity ID	Activity Name	Orig Dtr	Start	Finish	2017														
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
CON-1460	Asphalt - Hanger AB & Site	5	20-Mar-18	26-Mar-18															Asphalt - Hanger AB & Site
CON-1530	Site Signage	10	27-Mar-18	08-Apr-18															Site Signage
CON-1490	Striping	5	27-Mar-18	02-Apr-18															Striping
CON-6420	Install Covered Parking Canopies - Hanger AB & Site	20	03-Apr-18	30-Apr-18															Install Covered Parking Canopies
<b>Commissioning</b>		<b>27</b>	<b>08-Mar-18</b>	<b>13-Apr-18</b>															
CON-4280	TAR - Hangar A	7	08-Mar-18	15-Mar-18															TAR - Hangar A
CON-4270	TAB - Hangar B	7	05-Apr-18	13-Apr-18															TAB - Hangar B
<b>Closeout</b>		<b>25</b>	<b>19-Jun-18</b>	<b>24-Jul-18</b>															
CON-4280	Closeout	25	19-Jun-18	24-Jul-18															Closeout
CON-4300	Commissioning	15	19-Jun-18	10-Jul-18															Commissioning
<b>Aviation Business Center (Package 2 - Not In Contract)</b>		<b>227</b>	<b>01-Sep-17</b>	<b>24-Jul-18</b>															
JED-0050	Construction Duration (Calendar Days) (ABC Bldg - Foundations / Structure / Skin / Interiors)	202	01-Sep-17	18-Jun-18															Construction Durat
JED-0100	Start Foundations (ABC Bldg)	0	01-Sep-17																Start Foundations (ABC Bldg)
JED-0200	Structure Complete (ABC Bldg)	0		04-Dec-17															Structure Complete (ABC Bldg)
JED-0300	Skin Weather Tight (ABC Bldg)	0		22-Jan-18															Skin Weather Tight (ABC Bldg)
JED-0400	Startup Perm Power (ABC Bldg)	0	15-Feb-18																Startup Perm Power (ABC Bldg)
JED-0500	Startup HVAC (ABC Bldg)	0	19-Feb-18																Startup HVAC (ABC Bldg)
JED-0600	Substantial Completion (ABC Bldg) (18-Jun-18)	0		18-Jun-18															Substantial Comple
CON-4290	Final Completion	0		24-Jul-18															Final C
CON-1740	Grading / Foundation Prep - ABC Bldg	5	01-Sep-17	08-Sep-17															Grading / Foundation Prep - ABC Bldg
CON-1690	Drilled Piers - ABC Bldg	8	18-Sep-17	27-Sep-17															Drilled Piers - ABC Bldg
CON-1710	Trench / Reinforce / Pour Grade Beams - ABC Bldg	11	28-Sep-17	12-Oct-17															Trench / Reinforce / Pour Grade Beams - ABC Bldg
CON-1700	FRP Elev Pit - ABC Bldg	8	28-Sep-17	09-Oct-17															FRP Elev Pit - ABC Bldg
CON-1720	UG Plumbing - ABC Bldg	5	08-Oct-17	12-Oct-17															UG Plumbing - ABC Bldg
CON-1730	UG Electrical - ABC Bldg	5	08-Oct-17	12-Oct-17															UG Electrical - ABC Bldg
CON-1820	CMU Elev Shaft - ABC Bldg	4	10-Oct-17	13-Oct-17															CMU Elev Shaft - ABC Bldg
CON-1750	Structural Steel - L1 to L2 - ABC Bldg	5	16-Oct-17	20-Oct-17															Structural Steel - L1 to L2 - ABC Bldg
CON-1760	Structural Steel - L2 to Roof - ABC Bldg	5	23-Oct-17	27-Oct-17															Structural Steel - L2 to Roof - ABC Bldg
CON-1770	Deck & Detail L2 - ABC Bldg	6	30-Oct-17	05-Nov-17															Deck & Detail L2 - ABC Bldg
CON-1780	Deck & Detail Roof - ABC Bldg	6	07-Nov-17	14-Nov-17															Deck & Detail Roof - ABC Bldg
CON-1790	Reinforce & Place SOG - ABC Bldg	6	07-Nov-17	14-Nov-17															Reinforce & Place SOG - ABC Bldg
CON-1800	Reinforce & Place SOG - L2 - ABC Bldg	6	15-Nov-17	22-Nov-17															Reinforce & Place SOG - L2 - ABC Bldg
CON-1830	FRP RTU Curb - ABC Bldg	3	24-Nov-17	28-Nov-17															FRP RTU Curb - ABC Bldg
CON-1840	CMU Parapet - ABC Bldg	2	24-Nov-17	27-Nov-17															CMU Parapet - ABC Bldg
CON-1810	CMU Ext Wall - S & E Elevation - ABC Bldg	5	28-Nov-17	04-Dec-17															CMU Ext Wall - S & E Elevation - ABC Bldg
<b>Roof</b>		<b>39</b>	<b>24-Nov-17</b>	<b>16-Feb-18</b>															
CON-1850	Roof Blocking - Main Roof	5	30-Nov-17	06-Dec-17															Roof Blocking - Main Roof
CON-1860	Cover Board / Tapered Insul / Roof Membrane - Main Roof	8	28-Dec-17	09-Jan-18															Cover Board / Tapered Insul / Roof Membrane - Main Roof
CON-1870	Detail Roof Membrane - Main Roof	5	10-Jan-18	19-Jan-18															Detail Roof Membrane - Main Roof
CON-1860	Set RTU - Main Roof	2	10-Jan-18	11-Jan-18															Set RTU - Main Roof
CON-1880	CW RTU Connections - Main Roof	10	12-Jan-18	25-Jan-18															CW RTU Connections - Main Roof
CON-1970	Electrical RTU Connections - Main Roof	5	12-Jan-18	18-Jan-18															Electrical RTU Connections - Main Roof
CON-1990	HVAC RTU Connections - Main Roof	5	12-Jan-18	18-Jan-18															HVAC RTU Connections - Main Roof
CON-2000	Pull & Term RTU Cables - Main Roof	10	19-Jan-18	01-Feb-18															Pull & Term RTU Cables - Main Roof
CON-3480	Startup RTU - Main Roof	2	15-Feb-18	16-Feb-18															Startup RTU - Main Roof
<b>Stair Tower</b>		<b>39</b>	<b>24-Nov-17</b>	<b>16-Jan-18</b>															
CON-1890	Frame - Stair Tower	2	24-Nov-17	27-Nov-17															Frame - Stair Tower
CON-1890	Sheath - Stair Tower	2	28-Nov-17	29-Nov-17															Sheath - Stair Tower
CON-1900	Weather Barrier - Stair Tower	2	30-Nov-17	01-Dec-17															Weather Barrier - Stair Tower
CON-1950	Z-Girts / Insulation - Stair Tower	5	28-Dec-17	04-Jan-18															Z-Girts / Insulation - Stair Tower
CON-1810	Metal Panels - Stair Tower	3	05-Jan-18	09-Jan-18															Metal Panels - Stair Tower
CON-1920	Roof Blocking - Stair Tower	2	10-Jan-18	11-Jan-18															Roof Blocking - Stair Tower
CON-1930	Cover Board / Tapered Insul / Roof Membrane - Stair Tower	4	12-Jan-18	17-Jan-18															Cover Board / Tapered Insul / Roof Membrane - Stair Tower
CON-1940	Detail Roof Membrane - Stair Tower	2	18-Jan-18	19-Jan-18															Detail Roof Membrane - Stair Tower

**Exhibit C to  
 Contract No.  
 2017-060-COS  
 Page 58 of 61**



Activity ID	Activity Name	Orig	Start	Finish	2018																				
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug					
<b>South Elevation</b>					63	24-Nov-17	22-Mar-18																		
L1					68	28-Nov-17	05-Mar-18																		
CON-2520	Frame Soffit - S Elev - L1	8	28-Nov-17	05-Dec-17																					
CON-2540	Sheath Soffit - S Elev - L1	3	07-Dec-17	11-Dec-17																					
CON-2530	Weather Barrier Soffit - S Elev - L1	2	12-Dec-17	13-Dec-17																					
CON-2550	Z-Girts / Insulation Soffit - S Elev - L2	7	28-Dec-17	08-Jan-18																					
CON-2580	Metal Panels Soffit - S Elev - L2	15	09-Jan-18	28-Jan-18																					
CON-2060	Storefront System - S Elev - L1	16	13-Feb-18	08-Mar-18																					
L2					65	24-Nov-17	28-Feb-18																		
CON-2180	Frame Ext Wall - S Elev - L2	3	24-Nov-17	28-Nov-17																					
CON-2170	Sheathing - S Elev - L2	3	29-Nov-17	01-Dec-17																					
CON-2180	Weather Barrier - S Elev - L2	2	04-Dec-17	05-Dec-17																					
CON-2570	Steel Trellis - S Elev - L2	8	08-Dec-17	15-Dec-17																					
CON-2580	Paint Trellis - S Elev - L2	5	18-Dec-17	22-Dec-17																					
CON-2070	CW Framing - S Elev - L2	7	28-Dec-17	08-Jan-18																					
CON-2080	CW Glazing & Sealant - S Elev - L2	6	09-Jan-18	16-Jan-18																					
CON-2090	CW Pressure Plate - S Elev - L2	6	17-Jan-18	24-Jan-18																					
CON-2100	Screen System - S Elev - L2	13	25-Jan-18	12-Feb-18																					
CON-2580	BA Fans - S Elev - L2	10	13-Feb-18	26-Feb-18																					
Balcony					80	29-Nov-17	22-Mar-18																		
CON-2010	Frame - S Elev - Balcony Soffit / Fascia	5	28-Nov-17	05-Dec-17																					
CON-2020	Sheath - S Elev - Balcony Soffit / Fascia	4	08-Dec-17	11-Dec-17																					
CON-2030	Weather Barrier - S Elev - Balcony Soffit / Fascia	2	12-Dec-17	13-Dec-17																					
CON-2040	Z-Girts / Insulation - S Elev - Balcony Soffit / Fascia	6	08-Jan-18	18-Jan-18																					
CON-2050	Metal Panels - S Elev - Balcony Soffit / Fascia	17	30-Jan-18	21-Feb-18																					
CON-2110	Waterproofing - S Elev - Balcony	10	13-Feb-18	26-Feb-18																					
CON-2130	Flood Test - S Elev - Balcony	1	27-Feb-18	27-Feb-18																					
CON-2120	Pavers - S Elev - Balcony	10	28-Feb-18	13-Mar-18																					
CON-2140	Steel Guardrail - S Elev - Balcony	5	14-Mar-18	20-Mar-18																					
CON-2150	Paint Guardrail - S Elev - Balcony	2	21-Mar-18	22-Mar-18																					
<b>West Elevation</b>					77	05-Dec-17	23-Mar-18																		
L1					8	05-Dec-17	14-Dec-17																		
CON-2310	Paint CMU - W Elev - L1	4	05-Dec-17	08-Dec-17																					
CON-2280	Storefront Windows - W Elev - L1	4	11-Dec-17	14-Dec-17																					
CON-2300	Ext Doors & Hardware - W Elev - L1	3	11-Dec-17	13-Dec-17																					
L2					76	06-Dec-17	23-Mar-18																		
CON-2180	Frame Ext Wall - W Elev - L2	5	06-Dec-17	12-Dec-17																					
CON-2200	Sheathing - W Elev - L2	7	13-Dec-17	21-Dec-17																					
CON-2210	Weather Barrier - W Elev - L2	4	22-Dec-17	28-Dec-17																					
CON-2250	CW Framing - W Elev - L2	2	09-Jan-18	10-Jan-18																					
CON-2260	CW Glazing & Sealant - W Elev - L2	4	17-Jan-18	22-Jan-18																					
CON-2220	Z-Girts / Insulation - W Elev - L2	4	18-Jan-18	24-Jan-18																					
CON-2270	CW Pressure Plate - W Elev - L2	3	23-Jan-18	25-Jan-18																					
CON-2240	Storefront Windows - W Elev - L2	4	08-Feb-18	13-Feb-18																					
CON-2230	Metal Panels - W Elev - L2	9	22-Feb-18	06-Mar-18																					
CON-2280	Screen System - W Elev - L2	13	07-Mar-18	23-Mar-18																					
<b>North Elevation</b>					100	15-Nov-17	12-Apr-18																		
L1					58	15-Nov-17	07-Feb-18																		
CON-2460	Steel Entry Structure - N Elev - L1	5	15-Nov-17	21-Nov-17																					
CON-2320	Frame Ext Wall Base for CW - N Elev - L1	3	13-Dec-17	15-Dec-17																					
CON-2330	Sheathing Wall Base for CW - N Elev - L1	2	22-Dec-17	26-Dec-17																					
CON-2470	Frame Soffit - N Elev - L1	4	28-Dec-17	28-Dec-17																					
CON-2340	Weather Barrier - N Elev - L1	2	27-Dec-17	28-Dec-17																					
CON-2480	Sheath Soffit - N Elev - L1	4	02-Jan-18	05-Jan-18																					
CON-2480	Weather Barrier Soffit - N Elev - L1	2	06-Jan-18	08-Jan-18																					
CON-2500	Z-Girts / Insulation Soffit - N Elev - L2	3	25-Jan-18	28-Jan-18																					
CON-2510	Metal Panels Soffit - N Elev - L2	3	30-Jan-18	01-Feb-18																					
CON-2450	Storefront Windows - N Elev - L1	4	02-Feb-18	07-Feb-18																					
L2					55	18-Dec-17	20-Mar-18																		



Activity ID	Activity Name	Orig Dur	Start	Finish	2017	2018														
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
CON-3100	Interior Storefront - L1	5	22-Feb-18	28-Feb-18																
CON-3080	Tape & Finish Hardtids - L1	5	05-Mar-18	09-Mar-18																
CON-2980	Prime & Paint - L1	7	12-Mar-18	20-Mar-18																
CON-3110	Metal Panel Column Wrap - L1	5	21-Mar-18	27-Mar-18																
CON-2990	Ceiling Grid - L1	4	21-Mar-18	26-Mar-18																
CON-3020	Electrical Fixtures - L1	12	27-Mar-18	11-Apr-18																
CON-3010	GRD's - L1	6	27-Mar-18	03-Apr-18																
CON-3000	Base Cabinets - L1	4	27-Mar-18	30-Mar-18																
CON-3030	Fire Sprinkler Trim - L1	4	27-Mar-18	30-Mar-18																
CON-3040	Porcelain Floor Tile - L1	18	02-Apr-18	25-Apr-18																
CON-3050	Plumbing Fixtures - L1	4	02-Apr-18	05-Apr-18																
CON-3060	Doors & Hardware - L1	7	26-Apr-18	04-May-18																
CON-4240	TAB L1 - ABC Bldg	7	07-May-18	15-May-18																
CON-3170	Final Paint - L1	5	07-May-18	11-May-18																
CON-3180	Construction Clean - L1	5	07-May-18	11-May-18																
CON-3190	JED Pre Punch - L1	5	14-May-18	18-May-18																
CON-3200	Owner Punch - L1	5	21-May-18	25-May-18																
Level 2		104	23-Jan-18	18-Jun-18																
CON-4080	Set Elect Gear - L2	2	23-Jan-18	24-Jan-18																
CON-4090	Pull & Term Elect Feeders - L2	10	25-Jan-18	07-Feb-18																
CON-4100	Startup Elect Gear - L2	5	08-Feb-18	14-Feb-18																
CON-2940	Hang Drywall - L2	17	15-Feb-18	08-Mar-18																
CON-2950	Tape & Finish Drywall - L2	12	12-Mar-18	27-Mar-18																
CON-3210	Hang Hardtids - L2	3	12-Mar-18	14-Mar-18																
CON-3220	Interior Storefront - L2	5	15-Mar-18	21-Mar-18																
CON-3230	Tape & Finish Hardtids - L2	5	28-Mar-18	03-Apr-18																
CON-3240	Prime & Paint - L2	7	04-Apr-18	12-Apr-18																
CON-3260	Metal Panel Column Wrap - L2	5	13-Apr-18	19-Apr-18																
CON-3250	Ceiling Grid - L2	4	13-Apr-18	18-Apr-18																
CON-3130	Interior Ceiling Panels - L2	20	19-Apr-18	16-May-18																
CON-3290	Electrical Fixtures - L2	12	19-Apr-18	04-May-18																
CON-3280	GRD's - L2	6	18-Apr-18	26-Apr-18																
CON-3270	Base Cabinets - L2	4	18-Apr-18	24-Apr-18																
CON-3300	Fire Sprinkler Trim - L2	4	19-Apr-18	24-Apr-18																
CON-3310	Porcelain Floor Tile - L2	20	25-Apr-18	22-May-18																
CON-3320	Plumbing Fixtures - L2	4	25-Apr-18	30-Apr-18																
CON-3120	Carpet Tile - L2	2	27-Apr-18	30-Apr-18																
CON-3140	Polished Concrete - L2	4	07-May-18	10-May-18																
CON-3150	Kitchen Equipment - L2	10	11-May-18	24-May-18																
CON-3330	Doors & Hardware - L2	3	23-May-18	25-May-18																
CON-4250	TAB L2 - ABC Bldg	7	28-May-18	06-Jun-18																
CON-3340	Final Paint - L2	5	29-May-18	04-Jun-18																
CON-3350	Construction Clean - L2	5	29-May-18	04-Jun-18																
CON-3360	JED Pre Punch - L2	6	05-Jun-18	11-Jun-18																
CON-3370	Owner Punch - L2	5	12-Jun-18	18-Jun-18																
CON-4310	CIP Planters & Benches - ABC Building	7	22-Nov-17	01-Dec-17																
CON-1480	Plaza Paving - ABC Bldg	10	13-Apr-18	26-Apr-18																
CON-1500	Landscaping - ABC Bldg	7	27-Apr-18	07-May-18																
CON-1470	Soler Shades - ABC Bldg	5	27-Apr-18	03-May-18																

- Interior Storefront - L1
  - Tape & Finish Hardtids - L1
  - Prime & Paint - L1
  - Metal Panel Column Wrap - L1
  - Ceiling Grid - L1
  - Electrical Fixtures - L1
  - GRD's - L1
  - Base Cabinets - L1
  - Fire Sprinkler Trim - L1
  - Porcelain Floor Tile - L1
  - Plumbing Fixtures - L1
  - Doors & Hardware - L1
  - TAB L1 - ABC Bldg
  - Final Paint - L1
  - Construction Clean - L1
  - JED Pre Punch - L1
  - Owner Punch - L1
- 
- Set Elect Gear - L2
  - Pull & Term Elect Feeders - L2
  - Startup Elect Gear - L2
  - Hang Drywall - L2
  - Tape & Finish Drywall - L2
  - Hang Hardtids - L2
  - Interior Storefront - L2
  - Tape & Finish Hardtids - L2
  - Prime & Paint - L2
  - Metal Panel Column Wrap - L2
  - Ceiling Grid - L2
  - Interior Ceiling Panels - L2
  - Electrical Fixtures - L2
  - GRD's - L2
  - Base Cabinets - L2
  - Fire Sprinkler Trim - L2
  - Porcelain Floor Tile - L2
  - Plumbing Fixtures - L2
  - Carpet Tile - L2
  - Polished Concrete - L2
  - Kitchen Equipment - L2
  - Doors & Hardware - L2
  - TAB L2 - ABC Bldg
  - Final Paint - L2
  - Construction Clean - L2
  - JED Pre Punch - L2
  - Owner Punch - L2
- 
- CIP Planters & Benches - ABC Building
  - Plaza Paving - ABC Bldg
  - Landscaping - ABC Bldg
  - Soler Shades - ABC Bldg

**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. AB59, ( TERMINAL AREA REDEVELOPMENT ), 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. AB59, ( TERMINAL AREA REDEVELOPMENT ), 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

**AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS**

CONTRACT NUMBER:

PROJECT NUMBER: AB59

PROJECT NAME: AIRPORT TERMINAL AREA REDEVELOPMENT

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: AB59

PROJECT NAME: TERMINAL AREA REDEVELOPMENT

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: AB59

PROJECT NAME: TERMINAL AREA REDEVELOPMENT

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



