

CITY COUNCIL REPORT



Meeting Date: July 2, 2026
General Plan Element: *Community Mobility*
General Plan Goal: *Transportation and Public Safety*

ACTION

Design Build Manager Construction Contract NEQ Parking Garage. Adopt Resolution No. 13717 authorizing Contract No. 2026-119-COS between the City and Willmeng Construction, Inc. for an amount not to exceed \$12,907,921.55 to provide Design Build Manager (DBM) construction services for Capital Project PD2503 – Build New Parking Structure in the NE Quadrant of Old Town Scottsdale (the “NE Quadrant Parking Structure”).

BACKGROUND

The proposed project will design and construct a parking garage located in the NE Quadrant of Old Town. The total project budget available is \$14,598,140. On March 4, 2025, Council approved Resolution 13344 authorizing Design Build Manager Contract No. 2025-025-COS for preconstruction and design services in the amount of \$1,391,880 for the NE Quadrant Parking Structure.

The NE Quadrant Parking Structure will be sited on an existing surface parking lot owned by the City at 7375 E. Stetson Drive, located North of E. 6th Ave., East of N. Wells Fargo Ave., and West of N. Civic Center Plaza. The capacity of the new garage will be approximately 218 spaces.

ANALYSIS & ASSESSMENT

Recent Staff Action

Staff developed a design for a garage consisting of four floors and 218 parking spaces. On June 10, 2026, the Planning Commission approved ZN-0004-2026 to amend the zoning and related development standards of an existing public surface parking lot to accommodate construction of a four-floor parking garage, with “municipal use” as the designated land use.

Community Involvement

City staff held one-on-one meetings with property owners directly adjacent to the NE Quadrant Parking Structure during the design process. A public meeting was held on November 6, 2025 where the project team presented three design options to the community for feedback. The presentation

and public comment forms were available on the project website for those who could not attend the meeting to participate.

RESOURCE IMPACTS

Available funding

Funding for this project is available in CIP Project PD2503.

Project	Total Project Budget (in millions)	Funds Spent (in millions)	Remaining Budget (in millions)	Funding Sources
PD2503– Build New Parking Structure in the NE Quadrant of Old Town Scottsdale	14.598	1.518	13.079	General Fund

RECOMMENDATION

Recommended Approach

Adopt Resolution No. 13717 authorizing Contract No. 2026-119-COS between the City and Willmeng Construction, Inc. in an amount not to exceed \$12,907,921.55 to provide Design Build Manager (DBM) construction services for Capital Project PD2503 – Build New Parking Structure in the NE Quadrant of Old Town Scottsdale.

Proposed Next Steps:

Upon Council approval, staff will begin the process to obtain a building permit and start construction of the garage.

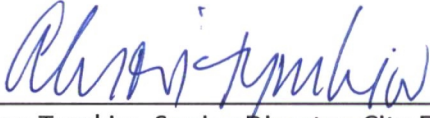
RESPONSIBLE DEPARTMENT(S)

Transportation and Infrastructure


STAFF CONTACT(S)

Nathan Crowell, Project Manager 480-312-2367, ncrowell@scottsdaleaz.gov

APPROVED BY



Alison Tymkiw, Senior Director-City Engineer,
Transportation and Infrastructure
(480) 312-7760, atymkiw@scottsdaleaz.gov



Date

ATTACHMENTS

1. Resolution No. 13717
2. Location Map
3. Contract No. 2026-119-COS

RESOLUTION NO. 13717

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING DESIGN BUILD MANAGER CONTRACT NO. 2026-119-COS WITH WILLMENG CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION SERVICES FOR CAPITAL PROJECT PD2503 – BUILD NEW PARKING STRUCTURE IN THE NE QUADRANT OF OLD TOWN SCOTTSDALE IN AN AMOUNT NOT TO EXCEED \$12,907,921.55.

WHEREAS, the City desires to construct Capital Project PD2503 – Build New Parking Structure in the NE Quadrant of Old Town Scottsdale, located at 7375 E Stetson Drive, Scottsdale, Arizona; and

WHEREAS, Willmeng Construction, Inc. has been selected through a competitive solicitation process (RFSQ-082024-193) and is qualified to render the construction services desired by the City.

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

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Design Build Manager Contract No. 2026-119-COS with Willmeng Construction, Inc. for construction services for Capital Project PD2503 – Build New Parking Structure in the NE Quadrant of Old Town Scottsdale, in an amount not to exceed Twelve Million Nine Hundred Seven Thousand Nine Hundred Twenty-One and 55/100 dollars (\$12,907,921.55).

Section 2. The City Manager, or designee, is hereby authorized to execute such other documents and take such other actions as necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____ 2026.

ATTEST:

CITY OF SCOTTSDALE,
an Arizona municipal corporation

Ben Lane, City Clerk

Lisa Borowsky, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY



Luis E. Santaella, City Attorney
By: Lydia Tulin, Assistant City Attorney



CAMELBACK ROAD

CIVIC CENTER PLAZA

WELLS FARGO AVENUE

STETSON DRIVE

6TH AVENUE

DRINKWATER BOULEVARD

PROJECT LOCATION

ATTACHMENT 2

PROJECT TITLE
LOCATION
MAP

DEPT.	N.C.	DRAWN	DATE	SCALE	SHT.
CPM	RAH	6/26	NTS	1 OF 1	





CITY OF SCOTTSDALE

DESIGN-BUILD MANAGER CONTRACT

FOR CONSTRUCTION SERVICES

PROJECT NO. PD2503 / SOLICITATION NO. RFSQ-082024-193

CONTRACT NO. 2026-119-COS

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EXHIBIT F - CITY OF SCOTTSDALE PUBLISHED BENCHMARKS

EXHIBIT G - CONTRACTOR E-VERIFY COMPLIANCE WARRANTY

**CITY OF SCOTTSDALE
DESIGN-BUILD MANAGER CONTRACT
FOR CONSTRUCTION SERVICES**

PROJECT NO. PD2503 / SOLICITATION NO. RFSQ-082024-193

CONTRACT NO. 2026-119-COS

THIS DESIGN-BUILD MANAGER CONTRACT FOR CONSTRUCTION SERVICES ("Contract") is entered this ____ day of _____, 2026, between the City of Scottsdale, an Arizona municipal corporation, (the "City") and Willmeng Construction, Inc., an Arizona corporation (the "Design-Build Manager" or "DBM" or "Contractor").

RECITALS

- A. The Mayor of the City of Scottsdale is authorized by provisions of the City Charter to execute contracts for Professional Services and Construction Services.**
- B. The City intends to design and construct CIP Project PD2503 – Build New Parking Structure in the NE Quadrant of Old Town Scottsdale (hereinafter the "NE Quadrant Parking Structure"), as more fully described in Exhibit A attached and by reference made a part of this Contract, and hereinafter referred to in this Contract as the "Project". The street address or physical address of the construction site is 7375 E. Stetson Drive, Scottsdale, Arizona, hereinafter referred to the "Site".**
- C. The Design-Build Manager ("DBM") has represented to the City its ability to provide Preconstruction and Construction Services and to construct the Project. Based on these representations the City desires to engage the DBM to provide the services identified in this Contract.**
- D. City of Scottsdale Contract No: 2025-025-COS has been executed previously between the City and the DBM for Preconstruction Services (the "Preconstruction Contract"), attached hereto as Exhibit B. Those services may continue during the duration of this Contract.**

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained in this Contract, it is agreed by the City and the DBM as follows:

ARTICLE 1 – THE DBM'S SERVICES AND RESPONSIBILITIES

The DBM will furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the Project's Scope of Work, as more fully described in Exhibit A attached hereto, for the construction services described in and reasonably inferable from this Contract. All Work will be performed in a professional and workmanlike manner and with the care and skill of a qualified DBM in Scottsdale, Arizona. The Work will be strictly performed in conformity with all Legal Requirements and Contract Documents as may be modified from time to time. It is not required that the services be performed in the sequence in which they are described in this Contract. The Project is

anticipated to be constructed in one (1) phase as Guaranteed Maximum Price #1(GMP 1) for complete construction services.

1.1. GENERAL SERVICES

- 1.1.1. The DBM's Representative will be available to the City and will have the necessary expertise and experience required to supervise the Work. The DBM's Representative must communicate regularly with the City but not less than once a day and must be vested with the authority to act on behalf of the DBM. The DBM's Representative may be replaced only with the written consent of the City, which consent will not be unreasonably withheld.
- 1.1.2. The City is a member of \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, Maricopa County, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under \$AVE Cooperate Purchasing Agreement, and with the concurrence of successful Respondents under this solicitation, a member of \$AVE may access a contract resulting from this solicitation issued by the City. By signing the DBM Contract, the Contractor agrees to allow other \$AVE members the ability to purchase their needs and "use" this contract for DBM requirements.

1.2. GOVERNMENT APPROVALS AND PERMITS

1.2.1. Unless otherwise provided, the DBM will make application for and obtain or assist the City in obtaining all necessary permits, approvals and licenses required for the prosecution of the Work from any governmental or quasi- governmental entity having jurisdiction over the Project. Fees for City Building Permits and City Encroachment Permits will be waived by the City. The DBM is specifically required to obtain the necessary environmental permits and/or file the necessary environmental notices. All environmental permits and licenses will be paid by the City in accordance with the provisions of Article 2.5. All other fees and licenses are the responsibility of the DBM.

1. Scottsdale Revised Code, Chapter 31, Section 4, Division 3 prescribes the requirements for Building Permits. Permits must be obtained from the Development Services Office.
2. Scottsdale Revised Code, Chapter 47, Section 3, Division 2 prescribes the requirements for Encroachment Permits. Permits must be obtained from the Development Services Office.
3. Transportation & Infrastructure Inspection must be notified before the beginning of Work, and CPM Inspection will represent the City for the purpose of inspecting the Work for conformance to Plans, Specifications and details as well as public safety requirements as authorized by City Code.
4. Development Fees applicable to the Contract will be pre-paid by the City.

The DBM will also obtain any reviews for all-necessary permitting, but the fees for the permitting will be paid by the City in accordance with Article 2.5.

The DBM is responsible for all other review and permit fees not specifically listed in Article 2.5.

The DBM is 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 DBM's responsibility. Construction water does not include "test water" required to complete new water line pressure tests.

- 1.2.2. Copies of all necessary permits and notices must be provided to the Contract Administrator before starting the permitted activity. This provision is not an assumption by the City of an obligation of any kind for any violation of the permit or notice requirements.
- 1.2.3. The DBM will be responsible for City plan review and making application for and obtaining permit(s) for building and demolition permits, but the fees will be paid by the City in accordance with Article 2.5. The DBM will also obtain any necessary regulatory or permitting related reviews for grading and drainage, water, sewer, and landscaping, but any fees will be paid by the City in accordance with Article 2.5. The DBM will be responsible for coordinating utility design work for permanent service to the Project and will ensure that the work takes place in a timely manner and does not impact the Project Schedule. Any utility design fees for permanent services to the Project will be paid by the City in accordance with Article 2.5.
- 1.2.4. The DBM will be responsible for all other review and permit fees not specifically listed in Article 2.5 below, or as qualified in the Preconstruction Contract.
- 1.2.5. The DBM is 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. Arrangements for construction water are the DBM's responsibility. Construction water does not include "test water" required to complete new water line pressure tests.
- 1.2.6. The Maricopa Association of Governments (M.A.G.) Standard Specification 107.12 is modified to read as follows: "The DBM, at his own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes, storage, maintenance and refuse haul-off as indicated upon the plans, which are required in addition to existing easements or rights 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 Parties have entered into a separate Preconstruction Contract for Design Phase Services establishing a fee the City will pay the DBM for all Preconstruction Services. The City will not request or obtain from the DBM a fixed price or Guaranteed Maximum Price (GMP) until after the City has entered into a written contract with the DBM for Preconstruction Services and a preconstruction fee.
- 1.3.2. The purpose of this conference is to establish a working relationship between the

DBM, utility firms, and various other City agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, the DBM 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 course of construction.

- 1.3.3. At a minimum, attendees will include the DBM's Representative, who is authorized to execute and sign documents on behalf of the firm, the Job Superintendent, the Design Professional and the DBM's safety officer.
- 1.3.4. The construction Notice-to-Proceed date will be established at the Preconstruction Conference.
- 1.3.5. The DBM will provide a Baseline Project Schedule indicating duration, manpower, and equipment resources required to complete all major work activities. The City and the DBM will review the Baseline Project Schedule. It will be revised to the satisfaction of the Contract Administrator. No work will begin until the City accepts the Baseline Project Schedule.
- 1.3.6. The DBM will provide a Schedule of Values (SOV) based on the Work and bids accepted from selected Subcontractors. These values must reflect the actual labor, time, materials, profit and overhead for the Work.

1.4. CONTROL OF THE WORK

- 1.4.1. The DBM will properly secure and protect all finished or partially finished Work, and will be 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 DBM from this responsibility, however, he must turn over the entire Work in full accordance with these specifications before final settlement will be made of claims remaining unsettled at the time of final payment. In case of suspension of the Work for any cause, the DBM will be responsible for the Project and will take all precautions as may be necessary to prevent damage to the Project and will erect any necessary temporary structures, signs, or other facilities at no cost to the City.
- 1.4.2. After all Work under the Contract is completed, the DBM 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 DBM 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 DBM to complete the Work consistent with the Contract Documents, unless the Contract Documents provide that it is the responsibility of the City or a separate contractor.
- 1.4.4. The DBM must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The DBM must 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 described in the specifications will be furnished by the DBM.
- 1.4.6.** The DBM or the DBM's Representative or his designee must be present at the Work at all times that construction activities are taking place.
1. All elements of the Work, such as concrete work, pipe work, etc., will be under the direct supervision of a foreman or his designated representative on the Site who must have the authority to take actions required to properly carry out that particular element of the Work.
 2. In the event of noncompliance with Article 8, the City may require the DBM to stop or suspend the Work in whole or in part.
- 1.4.7.** Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, the DBM shall ensure that the Subcontractor employed for that portion of the Work is pre-approved by the manufacturer
- 1.4.8.** The DBM must take field measurements and verify field conditions and carefully compare all field measurements and conditions and other information known to the DBM with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered must be immediately reported to the City.
- 1.4.9.** Before ordering materials or conducting work, the DBM and each Subcontractor must verify measurements at the Site and will be responsible for the correctness and accuracy of any measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, will be submitted to the City for resolution before proceeding with the Work.
- 1.4.10.** The DBM must establish and maintain all building and construction grades, lines, levels, and benchmarks, and will be responsible for their accuracy and protection. This work must be performed or supervised by an Arizona licensed civil engineer or surveyor.
- 1.4.11.** Any person employed by the DBM 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 will at the written request of the City, be removed from the Work by the DBM or Subcontractor employing the person, and will not be employed again in any portion of the Work without the written approval of the City. The DBM or Subcontractor will hold the City harmless from damages or claims which may arise out of or occur in the enforcement of this Article.
- 1.4.12.** The DBM assumes responsibility for the proper performance of the Work of Subcontractors and any acts and omissions in connection with their performance. Nothing in the Contract Documents is intended or considered to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

- 1.4.13. The DBM 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 DBM 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.
- 1.4.14. On a daily basis, the DBM will prepare a Contractor's Daily Report. The City's Transportation & Infrastructure Inspector will provide a sample report format to the DBM. The report will detail the activities that occurred during the course of the day, all equipment utilized, the number of hours operated and all personnel on the Site inclusive of Subcontractors. The Daily Reports must be submitted on a daily basis, unless otherwise arranged, to the City's CPM Inspector. The Daily Reports must also be made available to the Contract Administrator upon request. Failure to provide Daily Reports as arranged or requested above will result in the retention of monthly progress payments until the Reports are brought up to date.
- 1.4.15. In the event of noncompliance with this Article 1.4, the City may require the DBM to stop or suspend the construction in whole or in part. Any suspension, due to the DBM's noncompliance will not be considered a basis for an increase in the Contract Price, GMP, or extension of the Contract Time.

1.5. CONTROL OF THE WORK SITE

- 1.5.1. Throughout all phases of construction, including suspension of Work, the DBM must keep the Site reasonably free from debris, trash and construction wastes to permit the DBM to perform 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 DBM 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 Prevention. The DBM will take appropriate steps, procedures, or means required to prevent abnormal dust conditions due to his construction operations in connection with this Contract. The dust control measures will 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. Subject to the requirements or exemptions contained A.R.S. §49-474.05, as amended, the DBM shall comply with the training, permitting, and Dust Control Coordinator requirements applicable to the Site and the Project. 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.

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. Only materials and equipment, which are to be used directly in the Work, will be brought to and stored on the Site by the DBM. When equipment is no longer required for the Work, it will 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 DBM.
- 1.5.5. The DBM is responsible for the cost to dispose of all waste products including excess earth material, which will not be incorporated into the Work under this Contract. The waste product will become the property of the DBM. The DBM will provide for the legal disposal at an appropriate off-site location of all waste products, debris, etc., and will make necessary arrangements for its disposal. Any disposal/dumping of waste products or unused materials must conform to applicable Federal, State and Local Regulations.
- 1.5.6. The DBM will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The DBM will employ and maintain on the Work a full-time competent and qualified supervisor or superintendent who will be at the Work, and who has been designated in writing by the DBM as the DBM's Representative at the Site. The Representative must have full authority to act on behalf of the DBM and all communications given to the Representative will be as binding as if given to the DBM. The Representative must be present on the Site at all times as required to perform adequate supervision and coordination of the Work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.
- 1.5.7. In the event of abnormal weather conditions, such as windstorms, rainstorms, etc., the DBM will immediately inspect the work site and take all necessary actions to insure public access and safety are maintained.
- 1.5.8. Damage to property at the Site: The DBM is responsible for any and all damage or loss to property at the Site, except to the extent caused by the acts or omissions of the City or its representatives, employees or agents and not covered by insurance. The costs and expenses incurred by the DBM under this Article 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 deductibles, but will not increase the Contract Price or GMP.
- 1.5.9. Damage to property of others: The DBM will avoid damage, as a result of the DBM's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of the City. The DBM will repair any damage caused by the operations of the DBM. Repair 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 Contract Price or GMP

- 1.5.10. Failure of the DBM to repair damage:** If the DBM fails to begin the repair of damage to property as stated in Articles 1.5.8 and 1.5.9, and diligently pursue the repair, the City will give the DBM ten (10) days written notice to begin the repairs. If the DBM fails to begin the repairs within the ten (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 DBM amounts paid or incurred by the City in correcting the damage and shall not increase the Contract Price or GMP.
- 1.5.11.** If applicable, the DBM will maintain American with Disabilities Act (ADA) and American National Standards Institute (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 DBM is responsible for the coordination of all Work to minimize disruption to building occupants and facilities.

1.6. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 1.6.1.** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the DBM proposes to conform to the information given and the design concept expressed in the Contract Documents. The DBM will review, approve and verify that all submittals meet the intent of the Contract Documents.
- 1.6.2.** The DBM will review, approve, and verify that all submittals meet the intent of the Contract Documents. Six (6) copies of each Shop Drawing, Product Data, Sample, and any other similar submittals required by the Contract Documents, will be delivered to the Contract Administrator for review. The DBM will carry out these activities in a timely manner so as to cause no delay in the Work or in the activities of the City or of separate contractors.
- 1.6.3.** The DBM will direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.
- 1.6.4.** The DBM will perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the City. All Work will be in accordance with approved submittals. The DBM will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval. Deviation from the original specifications will be specifically noted on the submittal to the City and the City will be allowed seven (7) days to approve or reject any deviations.
- 1.6.5.** By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, the DBM represents that the DBM has determined and verified materials, field measurements and any related field construction criteria, or will do so, and has checked and coordinated the information contained within these submittals with the requirements of the Work and of the Contract Documents.

- 1.6.6. The DBM will not be relieved of responsibility for deviations from requirements of the Contract Documents unless the DBM 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.
- 1.6.7. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City will be entitled to rely upon the accuracy and completeness of the calculations and certifications.
- 1.6.8. Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.
- 1.6.9. 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. The City's Construction Inspectors may be stationed on the Site to report to the Contract Administrator or designee as to the progress of the Work, the manner in which it is being performed, and also to report whenever it appears that material furnished or Work performed by the DBM fails to fulfill the requirements of the specifications and this Contract. The Construction Inspector may direct the attention of the DBM to any such failure as described above but the inspection will not relieve the DBM from any obligation to furnish acceptable materials or to provide completed construction that is in compliance with the Contract Documents in every particular.
- 1.7.2. In case of any dispute arising between the Contract Administrator or Construction Inspector and the DBM 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 foremen, supervisor, or perform other duties for the DBM or interfere with the management of the Work by the DBM.
- 1.7.3. Inspection or supervision by the Contract Administrator or Designee will not be considered as direct control of the individual workman and his work. The direct control will be solely the responsibility of the DBM.
- 1.7.4. The furnishing of any services for the City will 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 DBM'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 by 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 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 will 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 DBM. The DBM's Contingency will be utilized for the cost of re-testing.
 2. When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting will be performed by the same testing agency.
- 1.8.5. The DBM will 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 advance notice.
- 1.8.6. All soils and materials testing will be performed by the DBM or its representatives and paid for by the City. The City will order tests and distribute test results for all construction areas. The City will be responsible for ordering testing and will distribute test results within 24 hours of receipt.
 1. The City will pay for soils or materials testing as a separate line item in the Schedule of Values.
 2. Other material testing: when the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid for by the DBM. The Construction 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, will be the responsibility of and will be paid by the DBM, unless otherwise provided in the Contract Documents.
- 1.8.9. The DBM's quality control testing and inspections shall be the sole financial responsibility of the DBM.

1.9. PROJECT RECORD DOCUMENTS/AS-BUILTS

1.9.1. During the construction period, the DBM will 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 DBM will mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The DBM will give particular attention to information on concealed elements, which would be 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 DBM will 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, show cross-reference locations on the Construction Documents.
3. The DBM will mark Project Record Drawing sets with red erasable colored pencil.
4. The DBM 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 DBM will at the time of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.

1.9.2. Immediately upon receipt of the reviewed Project Record Drawings from the City, the DBM will 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 will be prepared by the DBM in electronic format. Each drawing will be clearly marked with "As-Built Document." Files will be named consistent with the Plan Set Index.
2. A complete set of As-Built Document reproducible mylars will be made by the

DBM and delivered to the City as part of the Project closeout.

3. The DBM's original redlined mark-up prints of the Project Record Drawings.

1.10. PROJECT SAFETY

1.10.1. The DBM Safety Program. The Site environment in which the DBM operates may on occasion present a potential safety and health hazard to any who may be on the job site. All Work must 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 DBM will be required to attend a City safety briefing session at the Preconstruction Conference. The Contract Administrator, the designated Risk Management staff, and a DBM's representative will attend the session. The DBM will provide a safe job site and work environment for the safety and health of employees and members of the general public and 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 the aforementioned rules and regulations may be subject to job shutdown and or removal from City facilities.

- 1.10.2. The 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 DBM will conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.
- 1.10.4. Accident/Injury Procedure:** The DBM will contact the Contract Administrator and the City's Risk Management Division within twenty-four (24) hours of the occurrence of an accident or injury arising out of the DBM's Work under this Contract.
- 1.10.5. Unsafe Acts:** The DBM employees are encouraged to abate or remedy any unsafe act or condition, which may arise in the course of the DBM'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 City must be notified within four (4) hours should any OSHA inspections occur at the Site.

- 1.10.7.** The DBM 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 DBM assumes responsibility for implementing, monitoring, and documenting all safety precautions and programs related to the performance of the Work.
- 1.10.9.** The DBM 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 DBM'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 DBM must provide OSHA 300A Summary log information including total recordable cases, total case rates, and lost workday incident rates for the past two (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 DBM's personnel, Subcontractors and others as applicable.
- 1.10.11.** The DBM and Subcontractors will comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements contained in the Contract Documents, provided that any City-specific requirements do not violate any applicable Legal Requirement.
- 1.10.12.** The DBM 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.
- 1.10.13.** The DBM'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.
- 1.10.14.** The DBM and Subcontractors must agree to provide to the City Material Safety Data Sheets for all substances that are delivered to the Site that come under 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).

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 DBM and Subcontractors are informed of the presence of chemicals in the area where the Work requested will be performed. It is the responsibility of all selected Contractors to 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 DBM encounters on-Site 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. If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the DBM will not resume work in the affected area until the material has been abated or rendered harmless. The DBM and the City may agree, in writing, to continue work in non-affected areas on-Site. An extension of Contract Time and an increase in the GMP may be granted in accordance with Article 5.

Upon discovery of hazardous substances or materials the DBM will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

The DBM and all Subcontractors using chemicals on City property will use only the safest chemicals, with the least harmful ingredients. The chemicals will be approved for use by a City representative before bringing them on the property.

The DBM and all Subcontractors will make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation will be used at all times during the application of these approved chemicals.

1.11. WARRANTY

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

1. Should the DBM fail to begin repairs or corrective work within fourteen (14) calendar days after receipt of written notice from the City, the City may perform the necessary work and the DBM agrees to reimburse the City for the actual cost without an increase in the Contract Price or GMP.
2. The warranty period on any part of the Work so repaired or replaced will be extended for a period of one (1) year from the date of the repair or replacement.
3. This warranty will not apply to damage caused by normal wear and tear or by acts beyond the DBM's control.

1.11.2. The DBM's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than the DBM or anyone for

whose acts the DBM may be liable.

- 1.11.3. The DBM's warranty obligation will be the maximum allowed by the Arizona Registrar of Contractors.
- 1.11.4. The DBM further warrants that any material or service supplied to the City shall fully conform to all requirements of the Contract Documents and all representations of the DBM, and shall be fit for all purposes and uses required by the Contract Documents. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the DBM shall maintain all applicable licenses and permits.
- 1.11.5. Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than those provided in this Article 1.11 or the Contract Documents. The DBM will provide the City with all manufacturers' warranties upon Substantial Completion.

1.12. CORRECTION OF DEFECTIVE WORK

- 1.12.1. The DBM 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 one (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 DBM will take meaningful steps to begin correction of nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If the DBM fails to initiate necessary measures for this Work within seven (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 the DBM with written notice that the City will begin correction of any nonconforming Work with its own forces.
- 1.12.3. If the City does perform this corrective Work, the DBM will be responsible for all reasonable costs incurred by the City in performing the correction without increasing the Contract Price or GMP.
- 1.12.4. The DBM will immediately respond to any nonconforming Work that creates an emergency.
- 1.12.5. The one (1) year period referenced in this Article 1.12 applies only to the DBM's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding the DBM's other obligations under the Contract Documents.

1.13. SUBCONTRACTOR AND MAJOR SUPPLIER SELECTION. The DBM shall prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval or the DBM may use the City's plan. If the Parties have entered into a Preconstruction Contract that contains Subcontractor and Major Supplier provisions, in selecting Subcontractors and

Major Suppliers, the DBM will comply with the provisions in the Preconstruction Contract. For Horizontal Construction the DBM must self-perform not less than 45% of the Work as required by A.R.S. §34-605(G).

ARTICLE 2 – THE CITY’S SERVICES AND RESPONSIBILITIES

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

2.1. CONTRACT ADMINISTRATION

2.1.1. The Construction Administration Supervisor will be responsible for providing City-supplied information and approvals in a timely manner to permit the DBM to fulfill its obligations under the Contract Documents.

2.1.2. The Contract Administrator will also provide the DBM with prompt notice if the Contract Administrator observes any failure on the part of the DBM to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the drawings and specifications. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

2.2. THE 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 DBM in order to enable the DBM to timely complete the Work consistent with the Contract Documents. The DBM 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 Transportation & Infrastructure. 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 DBM, 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 DBM to perform the Work;
3. A legal description and Street or Physical address of the Site;
4. To the extent available, as-built record or historical drawings of any existing structures at the Site;
5. To the extent available, environmental studies/reports and environmental impact statements describing the environmental conditions (including hazardous materials) known to exist at the Site;
6. To the extent available, Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site.

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 is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable the DBM to perform the construction. The City is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

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 other firms hired by the City will be furnished to the DBM. The DBM will not have any right however, to limit or restrict any Contract Modifications that are mutually acceptable to the City and the 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. Oversight of the construction: The City may hire Technical Consultants to assist it in oversight of the Construction Project. The Technical Consultants will:
 2. 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;
 3. Review and recommend approval of the DBM's Payment Requests;
 4. 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;
 5. Analyze, recommend and assist in negotiations of Change Orders;
 6. Conduct inspections to determine Substantial Completion and Final Acceptance;
 7. 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 DBM.

ARTICLE 3 – CONTRACT TIME

3.0 CONTRACT TIME

- 3.1.1. Contract Time will be three hundred four (304) calendar days as indicated in the Notice-to-Proceed (NTP).
- 3.1.2. Contract Time will start with the Construction 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.
- 3.1.3. Failure on the part of the DBM to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination

of this Contract by the City.

3.1.4. 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.

3.1.5. The DBM agrees that it will commence performance of the Work and achieve Performance Periods and the Contract Time.

3.1.6. All of the times stated in this Article 3 will be subject to adjustment in accordance with Article 5.

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

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

3.4. PROJECT SCHEDULE

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. An updated Project Schedule will be part of the GMP amendment.

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

3.4.3. Updated Project Schedules will be submitted monthly to the City five (5) days before the DBM's monthly Payment Request.

1. The DBM 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).

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

- a. Description of problem tasks (referenced to field instructions, requests for information (RFIs), change order or claim numbers) as appropriate.
- b. Current and anticipated delays not resolved by approved change orders, including:
 - o Cause of the delay
 - o Corrective action and schedule adjustments to correct the delay
 - o Known or potential impact of the delay on other activities, milestones, and the date of Substantial Completion
 - o Changes in construction sequence
- c. Pending items and status including but not limited to:
 - o Pending change orders
 - o Time extension requests
 - o Other items
- d. Substantial Completion date status:
 - o If ahead of schedule, the number of days ahead
 - o If behind schedule, the number of days behind
- e. 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 DBM from compliance with the requirements of the Contract Documents or be construed as relieving the DBM of its complete and exclusive control over the means, methods, sequences and techniques of executing the Work.

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, earlier and latest start and finish dates, and float times for all activities except critical activities 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 provides an appropriate basis for monitoring and evaluating the progress of the Work.
- 2. The Critical Path Method diagram construction schedule will be based upon activities, which would coincide with the schedule of values.
- 3. The Critical Path Method diagram schedule will show all submittals associated with each Work activity and the review time for each submittal.
- 4. The schedule will show milestones, including milestones for City-furnished information, and will include activities for City-furnished equipment and

furniture, if any, when those activities are interrelated with the DBM's activities.

5. The schedule will include a critical path activity that reflects anticipated rain delay during the performance of the Contract. The duration will reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data will be based on information provided by the National Weather Service or other approved source.

- 3.5. **COST ESTIMATES.** Provisions pertaining to Cost Estimates may be found in the GMP Proposal, attached as Exhibit C.
- 3.6. **CONSTRUCTION MANAGEMENT PLAN.** As a part of the Preconstruction Contract the City has required the DBM to prepare a Construction Management Plan.
- 3.7. **DESIGN SERVICES.** Design Services have been performed by the DBM in accordance with the Preconstruction Contract.

ARTICLE 4 – CONTRACT PRICE

4. The DBM agrees to do all Work for the design and construction of the Project 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, in the manner and under the conditions specified within the time, or times, as set forth in the GMP Proposal, as may be amended from time to time, 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 Twelve Million Nine Hundred Seven Thousand Nine Hundred Twenty-One and 55/100 dollars (\$12,907,921.55) as stated in detail in the GMP Proposal attached as Exhibit C.
- 4.1.2. The Contract Price is the sum of the GMP including the City's Project Contingency and Allowances defined in Article 13 and is subject to adjustments made in accordance with Article 5.
- 4.1.3. The DBM will be 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 considered 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. The DBM must secure and maintain, during the life of the Contract, State of Arizona and City of Scottsdale Transaction Privilege (sales) Tax Licenses.

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

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

4.2. RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

The DBM 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 DBM 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 480-312-2768.

4.3. **CONTINGENCIES AND ALLOWANCES.** Any contingencies and allowances as agreed upon between the City and the DBM will be as stated in the GMP.

4.4. **MARKUPS FOR CHANGES.** If the GMP requires an adjustment due to changes in the Work, the cost of these changes is determined by Article 5. The mark-ups that are to be allowed on these changes will be no greater than the mark-ups in the approved GMP, as stated in the Preconstruction Contract.

4.5. GUARANTEED MAXIMUM PRICE (GMP)

4.5.1. At the end of the design phase or at a time determined by the City and as a part of the Work done under the Preconstruction Contract, the City has requested the DBM to provide a GMP or series of GMPs if the DBM determines phased construction would be in the City's best interest. The approved GMP Proposal is set forth in **Exhibit C**, attached to this Contract.

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

1. Buy-out savings are any savings of the DBM's GMP at the conclusion of the selection of Subcontractors. Buy-out savings may be used during construction by the City as a City Project contingency. Unused buy-out

savings will be returned to the City.

2. Any Savings realized may be incorporated into the construction of the Project to fund additional scope items or will be returned to the City upon the City's request.

4.5.3. The Cost of the Work (Direct Costs), plus the Indirect Costs, plus taxes, plus the City's Project Contingency and Allowances equals the Total GMP. The GMP is composed of the following actual costs, not-to-exceed cost reimbursable, fixed fee or lump sum amounts defined below:

1. The Cost of the Work (Direct Costs) is a negotiated cost and is a not-to-exceed amount defined by the individual work items and their associated negotiated unit prices as a part of the hard construction work as defined in Article 13.
2. Indirect Costs include the costs for General Conditions, Payment and Performance Bonds, Insurance, the DBM Construction Fee and Taxes.
 - a. The General Conditions Costs are a negotiated amount for Project supervision and other Indirect Costs according to terms defined in Article 13. 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 support (e.g. loading/unloading, clean-up, etc.) and administrative office personnel. Other costs may include: temporary office, fencing and other facilities, office supplies, office equipment, minor expenses, utilities, vehicles, fuel, sanitary facilities, and telephone services at the site.
 - b. Payment Bonds, Performance Bonds and Insurance are fixed percentages or actual costs that will be applied to Cost of Work, and General Condition Costs as detailed in the GMP Proposal.
 - c. The Construction Fee is a negotiated percentage or fixed fee that is proposed by the DBM for the project as defined in Article 13. It accounts for the DBM's profit and overhead for the Project.
 - d. Taxes include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.
3. The City's Project Contingency is defined in Article 13. It is 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 DBM, the sum of which will be the total Contract Price. Taxes will be applied by the DBM at the time of the City's Project Contingency as an additional negotiated Construction Fee.
4. The GMP is cumulative. The amount of any GMP amendment will be

negotiated separately and will reflect the DBM's risk from that point forward in the Project.

4.6. GMP PROPOSAL. The GMP Proposal will be that as stated in the Preconstruction Contract, and the GMP Proposal is attached as Exhibit C.

4.7. GMP APPROVAL. The approval of the GMP will be in accordance with the provisions of the Preconstruction Contract, attached hereto as Exhibit B.

ARTICLE 5 - CHANGES TO THE CONTRACT PRICE AND TIME

5.0 CHANGES TO THE CONTRACT PRICE AND TIME

5.1. DELAYS TO THE WORK

5.1.1. Delays may be compensable, concurrent, excusable or non-excusable, all as defined in Article 13.

5.1.2. If the DBM 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 the DBM is responsible, or delays caused by reason of force majeure as defined in this Contract, the Contract Times for performance may be reasonably extended by Change Order.

5.1.3. The DBM will 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 will be received within fourteen (14) days of the commencement of the cause of the delay.

2. If written notice is received more than fourteen (14) days after commencement of the cause of the delay, the period of delay will be considered to commence fourteen (14) days before the giving of any notice.

5.1.4. If adverse 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.

5.1.5. It is understood, however, that permitting the DBM 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 in this Contract.

5.1.6. In the event the DBM incurs expenses related to a delay for which the City is responsible pursuant to A.R.S. §34-609(E), as amended, the DBM and the City will negotiate an equitable adjustment to the Contract Price and/or Contract Time. This provision does not void any other section of this Contract or the Preconstruction Contract that requires notice of delays, provides for arbitration or other procedures

for settlement or provides for liquidated damages.

- 5.1.7. In addition to the DBM's right to a time extension for those events stated in this Article 5, the DBM may also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price or GMP will not be adjusted for delays caused by reason of force majeure as defined in this Contract.

5.2. DIFFERING SITE CONDITIONS

- 5.2.1. If the DBM encounters a Differing Site Condition(s), the DBM may be entitled to an adjustment in the Contract Price or Contract Time(s) to the extent the increase in 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 DBM will provide prompt written notice to the City of the condition, which notice will not be later than seven (7) days after the condition has been encountered. The DBM must give the City's Contract Administrator written notice of and an opportunity to observe, such condition(s) before disturbing or altering the Differing Site Conditions(s). The failure of the DBM to give written notice and make the Claim as required by this Article and Article 7.1.5 shall constitute a waiver by the DBM of any rights arising out of or relating to such Differing Site Conditions. The DBM will, to the extent reasonably possible, provide notice before the Differing Site Condition has been substantially disturbed or altered. 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 DBM to obtain any additional compensation or time extensions for Differing Site Conditions, the DBM must demonstrate that it encountered a material difference at the Site, as defined in Article 13, that required it to expend additional cost or time. The DBM will 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 DBM is delayed for a reason set forth in Article 5, the DBM may be allowed a reasonable extension of time in conformance with this Article. Before the DBM's time extension request may be considered, the DBM shall notify the City of the condition(s) which allegedly 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 GPM;
 3. The original Contract Time;
 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 DBM waives all claims except for those delineated in the application, and the particulars of any claims which the DBM 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 DBM's understanding that the time extension is granted only for purposes of permitting continuation of Contract performance and payment for Work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

5.4 ERRORS, DISCREPANCIES AND OMISSIONS

- 5.4.1** If the DBM observes errors, discrepancies or omissions in the Contract Documents, it will promptly notify the City and arrange for clarification. The DBM will provide a copy of the notice to the City Contract Administrator.
- 5.4.2** If the DBM proceeds with the Work affected by the errors, discrepancies or omissions, without receiving any clarifications, it does so at its own risk. Adjustments involving these circumstances made by the DBM before receiving clarification will be at the DBM's risk.

5.5 THE 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 will not invalidate this Contract nor release the surety, and the DBM agrees to perform the Work as altered, in the same manner as if it has been a part of the original Contract Documents. The DBM will 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 DBM will prepare a proposal in significant detail according to Article 5.11. The DBM'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 DBM 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.
- 5.5.4** In the event an alteration or modification in the character of the Work or Deliverable results in a substantial change in this Contract, materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the Work or Deliverable, will be performed as directed by the City. But before any altered or

modified Work begins, a Change Order or Contract Modification will be approved and executed by the City and the DBM pursuant to the City's Procurement Code, as amended. This Change Order or Contract Modification will not be effective until approved by the City. Change Orders are authorized up to the limits of the City's Procurement Code, as amended.

- 5.5.5 Additions to, modifications of, or deletions from the Project provided in this Contract may be made, and the compensation to be paid to the DBM may accordingly be adjusted by mutual agreement of the contracting parties.
- 5.5.6 No claim for extra Work done or materials furnished by the DBM will be allowed by the City except as provided in this Contract, nor will the DBM do any Work or furnish any material(s) not covered by this Contract unless the Work or material is first authorized in writing. Work or material(s) furnished by the DBM without first obtaining written authorization will be at the DBM's sole responsibility, cost, and expense, and the DBM agrees that without first obtaining written authorization, no claim for compensation for the Work or materials furnished will be made.

5.6 CHANGE ORDERS

- 5.6.1 In accordance with the City of Scottsdale Procurement Code, as amended, and related Rules and Procedures, the City and the DBM will negotiate in good faith and as expeditiously as possible the appropriate Change Order(s), as defined in Article 13. Upon reaching an agreement, the Parties will prepare and execute an appropriate Change Order reflecting the terms of the adjustment. The change in Work may or may not include an adjustment in the Contract Price, GMP Proposal and/or Contract Time.
- 5.6.2 All changes in 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 DBM, subject to the provisions of Article 5.7. As the Work authorized by a Change Order progresses, the Contractor must provide an accounting of actual costs incurred in completing the Work authorized by the Change Order. Change Orders are authorized up to the limits of the City's Procurement Code, as amended.
- 5.6.3 The execution of a Change Order by the DBM shall constitute conclusive evidence of the DBM's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price, GMP Proposal and/or the Contract Time for performance by the DBM. The DBM, 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 DBM knew or should have known.
- 5.6.4 Changes to the Work may be directed by Construction Change Directive, as defined in Article 13, in the event the City and DBM cannot agree on the cost or time of a Change Order or if the cost or time of the Change Order cannot be reasonably determined prior to beginning the change in Work. The City, without invalidating the Contract, may order changes in the Work utilizing Construction Change Directives with the City's Project Contingency and/or the Contract Time being adjusted as

deemed appropriate. Upon receipt, the DBM shall promptly proceed with the directed changes..

5.7 UNILATERAL DETERMINATION OF CHANGE ORDER VALUE

If no mutual agreement occurs between the City and the DBM, the change in Contract Price or GMP Proposal resulting from Change Order or Construction Change Directive, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions to the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit, but shall not include home-office overhead or other indirect costs and components. The calculation of actual costs shall conform to the markup schedule in 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 DBM shall promptly submit such documentation and other backup as the City may require in evaluating the actual costs incurred.

5.8 ADDITIONAL CHANGE ORDER COST REQUIREMENTS

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

5.8.1 The allowance for overhead and profit shall be limited to the following schedule:

1. For the DBM, for any work performed by the DBM's own forces, fifteen (15%) percent of the Subtotal of Costs to the DBM.
2. For the DBM, for any work performed by his Subcontractor, six (6%) percent of the amount due to the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, fifteen (15%) of their materials and direct labor costs.
4. For each Subcontractor, for work performed by his Sub-Subcontractor(s), six (6%) percent of the amount due to the Sub-subcontractor.

5.9 LIMITATION OF COMPENSABLE ITEMS

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

1. DBM's Materials Costs.

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

5.10 FIELD ORDERS

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

5.11 CONTRACT PRICE ADJUSTMENTS

- 5.11.1** The increase or decrease in Contract Price resulting from a Change in the Work will be determined by one or more of the following methods:
1. Unit prices stated in the Contract Documents or as subsequently agreed to between the Parties;
 2. A mutually agreed upon lump sum allowance, properly itemized and supported by sufficient substantiating data to permit evaluation by the City; and
 3. Using direct cost labor and material rates established in the Contract Documents as a basis of the Contract Price/GMP adjustment.
 4. A negotiated Construction Fee for the Change Order equal to additional Indirect Costs resulting from the Change Order plus any negotiated profit.
- 5.11.2** The markups that will be allowed on these changes will be no greater than the markups outlined in the approved GMP Proposal as shown on Exhibit C.
- 5.11.3** If an increase or decrease cannot be agreed to as stated in Article 5.7 and 5.8, the cost of the Change Order will be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable Construction Fee, according to the methodology used to establish the contract GMP. The DBM will maintain a documented, itemized accounting evidencing the expenses and savings associated with these changes.

- 5.11.4** 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 DBM because of differences in the character or quantity of the unit items as originally contemplated, the unit prices will be equitably adjusted.
- 5.11.5** If the City and DBM disagree upon the amount to be paid, whether the DBM is entitled to be paid for any services required by the City the amount to be paid, other disagreements over the Scope of Work, proposed changes to the Work, or the time required to complete the work, the City and the DBM will resolve the disagreement in compliance with Article 7.
1. As part of the negotiation process, the DBM 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 DBM to perform the services in accordance with the City's interpretations, the DBM will proceed to perform the disputed services, conditioned upon the City issuing a written order to the DBM (i) directing the DBM to proceed and (ii) specifying the City's interpretation of the services that are to be performed.
- 5.11.6** Emergencies: In any emergency affecting the safety of persons or property, the DBM will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price or Contract Time(s) resulting from emergency work will be determined as provided in this Article 5.

ARTICLE 6 – PROCEDURE FOR PAYMENT

- 6.** For and in consideration of the faithful performance of the Work required to be done in the Contract Documents, and in accordance with the directions of the City to its satisfaction, the City agrees to pay the DBM the Cost of the Work actually performed and any applicable costs for general conditions, insurance, bonding, and taxes, but no more than the GMP, as may be adjusted by any Change Orders and/or Contract Modification pursuant to this Contract and City's Procurement Code, as amended. Payment for the specific Work under this Contract will be made in accordance with payment provisions of this Article 6.

6.1. GMP PAYMENT REQUEST

- 6.1.1.** At the Preconstruction Conference, the DBM 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 DBM throughout the Work.
- 6.1.2.** At least five (5) working days before the date established for a Payment Request, the DBM will submit an updated Project Schedule and meet with the Contract Administrator to review the progress of the construction, as it will be reflected on the Payment Request. The DBM Payment Request will constitute the DBM's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the DBM Payment Request, and that title to all Work will pass to the City free and clear of all claims, liens,

encumbrances, and security interests upon incorporation of the Work into the Project.

- 6.1.3.** The DBM Payment Request may request payment for equipment and materials not yet incorporated into the Project if construction progress is in reasonable conformance with the approved schedule.
1. For equipment and materials properly stored at the Site, the equipment and materials will be protected by suitable insurance, and the City will receive the equipment and materials free and clear of all liens and encumbrances.
 2. For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Maricopa County and be accessible for the City's inspection. Title to the materials and equipment must protect the City's interest and will include applicable insurance, bonding, storage and transportation to the Site.
 3. The City will be named as an Additional Insured on all insurance required for stored materials or equipment.
 4. All bonds and insurance required for stored materials will be in the City's name.
- 6.1.4.** The DBM will submit Payment Requests in a format acceptable to the City on dates established by the City and the DBM. The Payment Request will be submitted to the City's Contract Administrator. This submittal will include, as a minimum, a narrative description of the Work 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.** Payment for 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. Payments for these 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 fee 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 seven (7) calendar 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 6.2.3. Payment Requests will be considered approved and certified for payment after seven (7) days unless before that time, the Contract Administrator issues a specific finding setting forth in detail those items in the Payment Request that are not approved for payment.
- 6.1.6.** The DBM agrees at its own proper cost and expense, to do all construction, as called for by this Contract free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in this Contract.

- 6.1.7. The Schedule of Values will be submitted as prescribed in this Contract, and subject to adjustment in accordance to this Contract and will serve as the basis for monthly progress payments made to the DBM throughout the construction.
- 6.1.8. The DBM will submit to the City, on the monthly anniversary of the NTP date beginning with the first month after the NTP date, the monthly Payment Request.

6.2. PAYMENT OF GMP

- 6.2.1. The City will make payment in accordance with A.R.S. § 34-609, as amended. Payment will be made no later than fourteen (14) days after the DBM's Payment Request is certified and approved by the City's Contract Administrator, less amounts properly retained under Article 6.2.3.
- 6.2.2. The City will pay the DBM all amounts properly due. If the City determines that the DBM is not entitled to all or part of a DBM's Payment Request, it will notify the DBM in writing within seven (7) days after the date the DBM 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 DBM must take to rectify the City's concerns. The DBM and the City will attempt to resolve the City's concerns. If the parties cannot resolve these concerns, the DBM may pursue its rights under the Contract Documents, including those under Article 7 of this Contract.

6.2.3. RETENTION OF GMP

- 1. The City will retain 10% of each DBM Payment Request amount, provided, however, that when 50% of the Work has been completed by the DBM, on DBM's request one-half of the amount retained, including any substituted securities, will be paid to the DBM if the DBM is making satisfactory progress on the Work, 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 DBM is making satisfactory progress on the Work. If, however, the City determines that satisfactory progress is not being made on the Work, the City may reinstate the 10% retention for all remaining progress payments.
- 2. In lieu of retention, the DBM 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, and Arizona school districts, or shares of savings and loan institutions authorized to transact business in Arizona. 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. 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 Agreement.

6.3. SUBSTANTIAL COMPLETION

- 6.3.1. 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 13, and with the criteria in the Notice to Proceed letter.

- 6.3.2. Before notifying the City in accordance to Article 6.3.3 below, the DBM will inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The DBM 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 DBM to complete all Work in accordance with the Contract Documents.
- 6.3.3. The DBM will notify the City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, has achieved Substantial Completion.
- 6.3.4. Within five (5) days of the City's receipt of the DBM's notice of Substantial Completion in accordance with Article 6.3.3, the City and the DBM will jointly inspect the Work to confirm Substantial Completion.
- 6.3.5. Once Substantial Completion of the Work is confirmed in accordance with Article 6.3.4, the City will prepare and issue a Certificate of Substantial Completion that will state (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 thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing the City's and the DBM'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.
- 6.3.6. The City, at its option, may use a portion of the Work that has achieved Substantial Completion, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items in Article 6.3.5 above, (ii) the DBM 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 DBM agree that the City's use or occupancy will not interfere with the DBM's completion of the remaining Work.
- 6.3.7. **Punch List Preparation:** A minimum of thirty (30) days before Substantial Completion, the DBM, in conjunction with the City, will prepare a comprehensive list of Punch List items, which the City may edit and supplement. The DBM 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 DBM to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents will not begin until the date of Final Acceptance unless otherwise provided in the Contract Documents. Seven (7) days before the City issues its Final Acceptance Letter, the DBM 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.
- 6.3.8. Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, the City will release to the DBM 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.

- 6.3.9. 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 DBM will jointly inspect to verify that the remaining items of Work have been completed as described in Article 6.3, including items on the Punch List. Upon verification that the items have been satisfactorily completed, the City will issue a Final Acceptance Letter.

6.4. FINAL PAYMENT

- 6.4.1.** After receipt of a final Payment Request from the DBM, and provided that the DBM has completed all of the Work in conformance with the Contract Documents the City will make final payment fourteen (14) days after the City has issued its Final Acceptance Letter.

- 6.4.2.** At the time of submission of its final DBM Payment Request, the DBM will provide the following information:

1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect the City's interests;
2. A general release executed by the DBM waiving, upon receipt of final payment by the DBM, 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 DBM's surety, if any, to final payment.

6.5. EXTENSION OF TIME FOR FINAL PERFORMANCE

In the event the DBM 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, Differing Site Conditions, adverse weather conditions that could not reasonably anticipated, or other events caused by reason of force majeure as defined in this Contract and occurring without the fault or negligence of the DBM, the date for achieving Substantial Completion, or, as applicable, final completion, will be appropriately adjusted by the City upon the written claim of the DBM 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 DBM MUST STRICTLY COMPLY WITH THE REQUIREMENTS OF ARTICLE 7 BELOW. IF THE DBM FAILS TO MAKE SUCH CLAIM AS REQUIRED IN THIS ARTICLE, ANY CLAIM FOR AN EXTENSION WILL BE WAIVED AND SHALL BE DISMISSED.

6.6. PAYMENTS TO SUBCONTRACTORS OR SUPPLIERS

6.6.1. The DBM will pay its Subcontractors or Suppliers within seven (7) calendar days after receipt of each progress payment from the City unless otherwise agreed by the DBM and the Subcontractor or Supplier. The DBM will pay for the amount of Work performed or materials supplied by each Subcontractor or Supplier as accepted and approved by the City with each Payment Request. In addition, any reduction of retention by the City to the DBM will result in a corresponding reduction to Subcontractors or Suppliers who have performed satisfactory work. The DBM will pay Subcontractors or Suppliers the reduced retention within seven (7) calendar days of the payment of the reduction of the retention to the DBM. No Contract between the DBM and its Subcontractors and Suppliers may materially alter the rights of any Subcontractor or Supplier to receive prompt payment and retention reduction in this Contract.

6.6.2. If the DBM fails to make payments in accordance with these provisions, the City may take any of one or more of the following actions, and the DBM agrees that the City may take these actions:

1. Hold the DBM 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 DBM for a period not to exceed one (1) year from Substantial Completion date of this Project; or
4. Terminate this Contract.

6.6.3. If the DBM's payment to a Subcontractor or Supplier is in dispute, the DBM and Subcontractor or Supplier agree to submit the dispute to any of the following dispute resolution processes within fourteen (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 the disputed claim is resolved through ADR or otherwise, the DBM and Subcontractor or Supplier agree to implement the resolution within seven (7) calendar days after the resolution date.

6.6.4. 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 requirement of this Article or of any of the terms or provisions of this Contract.

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

6.7. RECORD KEEPING AND FINANCE CONTROLS

6.7.1. Records of the DBM's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and the DBM will be kept

on a generally recognized accounting basis and will be available for three (3) years after completion of the Project.

From the effective date of this Contract and until three (3) years after the date of final payment by the City of Scottsdale to the DBM, the City, its authorized representative, or the appropriate federal or state agencies, reserve the right to audit the DBM'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 DBM 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 DBM 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 DBM's records, the audit discloses the DBM has provided false, misleading, or inaccurate cost and pricing data.

- 6.7.2. The DBM will include similar provisions in all of its agreements with Suppliers, Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, or the appropriate federal or state agencies, have access to the Suppliers', Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.
- 6.7.3. The City reserves the right to decrease the Contract Price, GMP and/or payments made on this Contract if the above provision is not included in Suppliers, Subconsultants and Subcontractors contracts, and one or more Suppliers, Subconsultants, or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.
- 6.7.4. If an audit discloses overcharges, of any nature, by the DBM 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 DBM. Any adjustments or payments which must be made as a result of any audit or inspection of the DBM's invoices or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to the DBM.
- 6.7.5. This audit provision includes the right to inspect personnel records as required by Article 11.37.
- 6.7.6. City may, at reasonable times, inspect the place of business of the DBM or its Suppliers, Subconsultants and Subcontractors that is related to the performance of this Contract.

ARTICLE 7 – CLAIMS AND DISPUTES

7. CLAIMS AND DISPUTES

7.1. REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF

- 7.1.1. If either the DBM or the City believes that it is entitled to relief against the other for any event arising out of or related to the Work, the 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. The notice will, if possible, be made before incurring any cost or expense and in accordance with any specific notice requirements contained in this Contract.
- 7.1.3. Written notice will be given within a reasonable time, not to exceed ten (10) calendar days, after the occurrence creating the claim for relief or after the claiming party reasonably should have recognized the event or condition creating the request, whichever is later.
- 7.1.4. Notice will include sufficient information to advise the other party of the circumstances creating 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 PRECEDING 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 or GMP, as a condition precedent to any liability of the City therefore, unless emergency conditions exist, the DBM shall strictly comply with the requirements of this Article and such claim shall be made by the DBM 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 DBM of any claims for compensation.
- 7.1.6. The DBM must continue its performance under this contract regardless of the existence of any claims by the DBM.
- 7.1.7. In a claim by the DBM against the City for compensation in excess of the Contract Price or GMP, any liability of the City to the DBM shall be strictly limited and computed in accordance with the Contract Documents and shall in no event include indirect costs, such as home office overheads or consequential damages of the DBM or any estimated costs or damages.

7.2. DISPUTE AVOIDANCE AND RESOLUTION

- 7.2.1. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the DBM and the City each commit to resolving their 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 DBM and the City will first attempt to resolve disputes or disagreements at the field level through discussions between the DBM's Representative and the Contract Administrator as described in Article 7.3.
- 7.2.3. If a dispute or disagreement cannot be resolved through the DBM's Representative and the Contract Administrator, the DBM'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 thirty (30) days after the request is made, to attempt to resolve the dispute or disagreement.
- 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 disagreement. Should the Parties' Senior Representatives be unable to resolve the dispute or disagreement, either Party may file an action in the Maricopa County Superior Court.
- 7.2.5. In the event the DBM incurs expenses related to a delay for which the City is responsible pursuant to A.R.S. §34-609(E), as amended, the DBM and the City will negotiate an equitable adjustment to the Contract Price and/or Contract Time. This provision does not void any other section of this Contract that requires notice of delays, provides for arbitration or other procedures for settlement or provides for liquidated damages.
- 7.2.6. Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, the DBM will continue to perform the Work and the City will continue to satisfy its payment obligations to the DBM pending the final resolution of any dispute or disagreement between the DBM and the City.

7.3. REPRESENTATIVES OF THE PARTIES

- 7.3.1. Contract Administrator, Senior Representative, and Construction Administration Supervisor.

- 1. The City designates the individual listed below as its Senior Representative ("The City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2.3:

Alison Tymkiw, City Engineer
Transportation & Infrastructure
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251

The City designates the individual listed below as its Contract Administrator, which individual has the authority and responsibility set forth in Article 7.2.2:

Nathan Crowell, Senior Project Manager
Transportation & Infrastructure
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251

The City designates the individual listed below as its Construction Administration Supervisor, which individual has the responsibilities described in Article 13 and as authorized by the Contract Administrator:

Aaron Rutherford, Interim Construction Administration Supervisor
Transportation & Infrastructure
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251

7.3.2. DBM's Representatives.

1. The DBM designates the individual listed below as its Senior Representative ("The DBM's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2.3:

Pat Baldwin, Market Leader
1702 E Highland Ave. Suite 400
Phoenix, Arizona 85016

2. The DBM designates the individual listed below as its DBM's Representative, which individual has the authority and responsibility set forth in Article 7.2.2:

Anna Charameda
1702 E Highland Ave. Suite 400
Phoenix, Arizona 85016

ARTICLE 8 – SUSPENSION, TERMINATION AND CANCELLATION

8.SUSPENSION, TERMINATION AND CANCELLATION

8.1. THE CITY'S RIGHT TO STOP WORK

- 8.1.1. The City may, at its discretion and without cause, order the DBM in writing to stop and suspend the Work. Immediately after receiving this notice, the DBM must discontinue advancing the Work specified under this Contract. The suspension may not exceed one hundred eighty (180) consecutive days.
- 8.1.2. The DBM may seek an adjustment of the Contract Price, GMP, or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by the City.
- 8.1.3. If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, this suspension will be considered a termination for convenience.

8.2. TERMINATION FOR CONVENIENCE

8.2.1. Upon receipt of written notice to the DBM, 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 DBM, at its sole convenience and discretion.

1. The DBM 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. As provided in Article 6, the DBM will receive compensation for services performed to the date of termination and the fee will be paid in an amount mutually agreed upon by the DBM and the City. If there is no mutual agreement, the final determination will be made in accordance with Article 7.
3. The DBM 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 8.2.4 of this Contract, as amended.
4. The City will make the final payment within sixty (60) days after the DBM 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 this Article and proceeds to design and construct the Project through its employees, agents or third parties, the City's rights to use the work product will be as stated in Article 8.4.

8.2.2. Upon termination during Construction Services, the DBM will proceed with the following obligations:

1. Stop Work as stated 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 DBM 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 DBM and which the City has or may acquire an interest.
6. Comply with the requirements of Article 6.4.2.

8.2.3. The DBM will submit complete termination inventory schedules no later than sixty (60) days from the date of the notice of termination.

8.2.4. The City will pay the DBM the following:

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

8.2.5. The DBM 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 6.7.

8.3. CANCELLATION FOR CAUSE

8.3.1. The City may also cancel this Contract or any part of this Contract with seven (7) days' notice for cause in the event of any default by the DBM, or if the DBM fails to comply with any of the terms and conditions of the Contract Documents. 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 DBM will be entitled to amounts due and owing to the DBM under this Contract for Work performed through the date of termination, 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.

8.4. THE CITY'S RIGHT TO PERFORM AND CANCEL FOR CAUSE

8.4.1. If the DBM 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, Suppliers or Subcontractors, (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, will have the rights stated in this Article 8.3.

In the event the DBM is in violation of any Federal, State, County or City law, regulation or ordinance, the City may cancel this Contract immediately upon giving notice to the DBM.

In the event the City cancels this Contract or any part of the services of this Contract, the City will notify the DBM in writing, and immediately upon receiving this notice, the DBM will discontinue advancing the Work under this Contract and proceed to close all operations.

8.4.2. If the City provides the DBM with a written order to correct deficiencies to provide adequate maintenance of traffic, adequate cleanup, adequate dust control, or to

repair damage resulting from abnormal weather conditions, and the DBM fails to comply in the time frame specified, the City may have the Work accomplished by other sources at the DBM's sole expense without an increase in the Contract Price or GMP.

- 8.4.3.** Upon the occurrence of an event stated in Article 8.4.1 above, the City may provide written notice to the DBM that it intends to cancel the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of the DBM's receipt of the notice.
1. If the DBM fails to cure, or undertake reasonable efforts to cure the problem within seven (7) days of the DBM's receipt of the notice, then the City will give a second written notice to the DBM of its intent to cancel within an additional seven (7) day period.
 2. If the DBM, within this second seven (7) day period, fails to cure, or undertake reasonable efforts to cure the problem, then the City may declare the Contract cancelled for cause by providing written notice to the DBM of the declaration.
- 8.4.4.** Upon declaring the Contract cancelled in accordance with Article 8.4.3(2) above, the City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items, which have been purchased or provided for the performance of the Work, all of which the DBM now transfers, assigns and sets over to the City for this purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.
- 8.4.5.** Upon termination, cancellation or abandonment, the DBM 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 and at its sole risk.
- 8.4.6.** The DBM will appraise the Work it has completed and submit its appraisal to the City for evaluation.
- 8.4.7.** If through any cause, the DBM fails to fulfill in a timely and proper manner its obligations under this Contract, or if the DBM violates any of the covenants, Contracts, or stipulations of this Contract, the City may withhold any payments to the DBM for the purpose of setoff until the exact amount of damages due the City from the DBM is determined by a court of competent jurisdiction.
- 8.4.8.** In the event of any cancellation, the DBM will not be entitled to receive any further payments under the Contract Documents for disputed work until the Work is finally completed in accordance with the Contract Documents. At that time, the DBM will only be entitled to be paid for Work performed and accepted by the City before its default.
- 8.4.9.** If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the DBM 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

reasonable attorneys' fees and expenses, incurred by the City in connection with the procurement and defense of claims arising from the DBM's default.

- 8.4.10. 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 8.2.

ARTICLE 9 – INSURANCE AND BONDS

9.INSURANCE AND BONDS

9.1. INSURANCE REQUIREMENTS

- 9.1.1. At the same time as execution of this Contract, the DBM 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 or one that is named on the List of Qualified Unauthorized Insurers maintained by the Arizona Department of Insurance.
- 9.1.2. The DBM, 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 DBM, 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 DBM from liabilities that might arise out of the performance of the Contract services under this Contract by the DBM, his agents, representatives, employees, Subcontractors or Subconsultants and the DBM is free to purchase any additional insurance as may be determined necessary. The City will not pay for higher limits, but if the DBM pays for insurance with higher limits, the DBM will name the City as an additional insured on any additional insurance.
- 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.
- 9.1.6. Deductibles and Self-Insured Retentions. The policies stated in this Article may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to the City. The DBM is solely responsible for any deductible or self-

insured retention amount. The City, at its option, may require the DBM to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit. Any self-insured retentions and deductibles must be declared to 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.

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

9.2.1. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expense (Any one person)	Optional

DBM 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 operations, independent contractors, products completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

Combined Single Limit Per Accident For Bodily Injury and Property Damage	\$1,000,000
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DBM must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on DBM owned, hired, and non-owned vehicles assigned to or used in the performance of the DBM'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

Workers' Compensation	<i>Statutory</i>
Employers Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$1,000,000

DBM must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of DBM 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. 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 DBM for the City.

9.2.4. Coverage Term and Required Endorsements

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are to be named as additional insureds with respect to liability arising out of activities performed by, or on behalf of, the DBM including the City's general supervision of DBM, products and completed operations of DBM, and automobiles owned, leased, hired, or borrowed by DBM.
2. Except for Contractors Professional Liability and Workers Compensation insurance, for all insurance policies required under this Contract, the City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the DBM even if those limits of liability are in excess of those required by this Contract.
3. Except for Contractors Professional Liability and Workers Compensation insurance, all insurance policies required under this Contract, including any excess insurance policies, 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 DBM and must not contribute to it.
4. For all insurance policies required under this Contract, insurance coverage 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. For all insurance policies required under this Contract, insurance coverage must not be limited to the liability assumed under the indemnification provisions of this Contract.
6. All insurance policies required under this Contract must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the DBM for the City.
7. For all insurance policies required under this Contract, if the DBM receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be DBM's responsibility to provide prompt notice to the Contract Administrator for the City, unless such coverage is immediately replaced with similar policies.
8. The DBM, its successors or assigns, is required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of three (3) years following completion and acceptance of the Work. The DBM must submit Certificates of Insurance evidencing the Commercial General Liability insurance during this three (3) year period containing all the insurance requirements stated in this Contract including naming the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. The Commercial General Liability policy will be at least as broad as the Insurance Service Office, Inc.'s CG 0 0 01 07 98.
10. The DBM's Insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

9.3. OTHER INSURANCE REQUIREMENTS.

9.3.1. Contractors Professional Liability. The DBM must carry Contractors Professional Liability insurance to cover the residual, contingent, and passive design exposures of the DBM. The DBM must carry limits of \$1,000,000 each Project and \$2,000,000 in the Aggregate under a stand-alone policy or included by endorsement under the Commercial General Liability policy. The DBM, its successors and or assigns, is required to maintain this Professional Liability insurance as specified in this Contract for a minimum period of three (3) years following completion and acceptance of the Work. Certificates of Insurance citing that applicable coverage is in force and contains the provisions required by this Contract must be submitted for the three (3) year period. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage will extend for three (3) years past completion and acceptance of the work or services, and the DBM, 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 three (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.

9.3.2. Builders Risk-Installation Insurance (Course of Construction). Builders Risk-Installation and/or Boiler and Machinery Insurance coverage to be provided by the DBM as determined necessary by the City prior to the start of construction.

The DBM bears all responsibility for loss to all Work being performed and to buildings under construction. Unless waived in writing by the City of Scottsdale, the DBM will purchase and maintain in force Builders' Risk-Installation insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss or Open Perils policy form, for the completed value at replacement cost equal to the GMP and all subsequent modifications.

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 DBM's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

The DBM must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk-Installation insurance cited above if the Work to be performed involves any exposures or insurable property normally

covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract.

The DBM will be responsible for any and all deductibles and the City must also be named as a Loss Payee under these policies. The DBM's insurance must be primary and not contributory; and waive all rights of subrogation against the City of Scottsdale, its officer, officials and employees. DBM's insurance must name the City of Scottsdale, the DBM 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 thirty (30) days advance notice to the City. The DBM is also required to give the City thirty (30) days advance written notice of the coverage termination for the Project.

The Builders' Risk insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City. Builders' Risk Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

9.4. SUBCONSULTANTS AND SUBCONTRACTORS INSURANCE. Unless the DBM's Subconsultants and Subcontractors can provide the same level of coverage as detailed in Article 9 and name the City and the DBM as Additional Insureds, the DBM's certificates must include all Subcontractors and Subconsultants as insureds under its policies or the DBM must maintain separate certificates and endorsements for each Subcontractor and Subconsultant. All coverage for Subcontractors and Subconsultants must be in the amounts shown in Article 9.2, except for the General Liability Each Occurrence limit which shall be \$1,000,000. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least thirty (30) days advance notice to the City.

9.5. NOTICE OF CANCELLATION. If the DBM receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the DBM's responsibility to provide prompt notice to the Contract Administrator of same to the City, unless such coverage is immediately replaced with similar policies. Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits except until after thirty (30) days written notice has first been given in accordance with Article 11.26 herein, with a copy to:

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

9.6. ACCEPTABILITY OF INSURERS. Without limiting any obligations or liabilities of the DBM, the DBM 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 sole discretion.

9.7. VERIFICATION OF COVERAGE

- 9.7.1.** The DBM 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. Any policy endorsements that restrict or limit coverages must be clearly noted on the Certificate of Insurance.
- 9.7.2.** All certificates and endorsements are to be received and approved by the City before Work commences except for Builders' Risk Insurance. Each insurance policy required by this Contract must be in effect on or before the earlier of commencement of Work under the Contract Documents or the signing of this Contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.
- 9.7.3.** All certificates of insurance required by this Contract must be sent directly to the City of Scottsdale, Transportation & Infrastructure. **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. The City reserves the right to require complete certified copies of all insurance policies required by this Contract, at any time. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of the DBM's Certificate and delay in contract execution. Additional Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

9.8 APPROVAL. Any variation from the requirements in this Article 9 must be approved by the City's Risk Management Division, whose decision will be final. Said amendment will not require a formal contract modification but may be made by administrative action.

9.9 BONDS AND OTHER PERFORMANCE SECURITY

- 9.9.1.** Before execution of this Contract, the DBM must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the GMP stated in this Contract. The form of the bonds must be in substantially the same form as Exhibit D and Exhibit E, which are attached to this Contract.
- 9.9.2.** 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 two (2) years before the execution of this Contract.
- 9.9.3.** The bonds must be made payable and acceptable to the City of Scottsdale.
- 9.9.4.** The bonds must be written or countersigned by an authorized representative of the surety and the bonds must have attached a certified copy of the Power of Attorney of the signing official.

1. If 1 Power of Attorney is submitted, it must be for twice the total GMP amount.
 2. If 2 Powers of Attorney are submitted, each must be for the total GMP amount. Personal or individual bonds are not acceptable.
- 9.9.5. 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 DBM must promptly furnish a copy of the bonds or permit a copy to be made.
- 9.9.6. 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 THE DESIGN-BUILD MANAGER'S GENERAL INDEMNIFICATION. To the fullest extent permitted by law, the DBM, 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, reasonable 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 acts, omissions, negligence, recklessness, or intentional wrongful conduct to the extent caused by the DBM 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 DBM 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 DBM to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by the DBM from and against any and all claims. It is agreed that the DBM will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the DBM agrees to waive all rights of subrogation against the City, its officers, agents, representatives, directors, officials, and employees for losses arising from the work performed by the Architect for the City.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this Article and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this Article 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 DBM must pay all royalties and license fees associated with its performance of services.
- 10.1.2. To the extent permitted by law, DBM shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent,

trademark, or copyright arising out of Contract performance or use by the City of materials furnished or work performed under this Contract.

- 10.1.3.** The DBM 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 DBM of any action or proceeding and will reasonably provide authority, information and assistance in the defense of the action. The DBM 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 DBM in any action or proceeding. The DBM 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.
- 10.1.4.** 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 DBM must at its sole expense take reasonable steps to procure the right to operate or use the Work. If the DBM cannot procure the right within a reasonable time, the DBM must promptly, at the DBM's option and at the DBM'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.
- 10.1.5.** Articles 10.1.3 and 10.1.4 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 DBM 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 Services provided by the City, the Design Professional, any consultant retained by the City, or by a Subcontractor or Supplier.
- 10.1.6.** 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

- 11.1. MARSHALING AREA.** The DBM 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 DBM must obtain written approval from the property owner for marshaling area use. The 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 City of Scottsdale Supplemental Specifications will apply.
- 11.2. CONTRACT DOCUMENTS.**
- 11.2.1.** Contract Documents are as defined in Article 13.
- 11.2.2.** The Contract Documents form the entire Contract between the City and the DBM. No oral representations or other contracts have been made by the parties except as specifically stated in the Contract Documents. Each

provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated herein.

- 11.2.3.** 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 13. 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.
- 11.2.4.** 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 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.
- 11.2.5.** The Preconstruction Contract, the Plans, Standard Specifications and Details, Special Provisions, Performance Bond, Payment Bond, Certificates of Insurance, Change Orders, and Contract Modifications (if any) are by reference made a part of this Contract.
- 11.2.6. 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 DBM. In the event these documents are altered, modified or adapted without the written consent of the DBM or the Subconsultants, which consent the DBM or the Subconsultants will not unreasonably withhold, the City agrees to hold the DBM and the Subcontractors 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 DBM, its Subcontractors or personnel, during the course of performing this Contract or arising out of the Project will belong to the DBM.
- 11.3. MODIFICATIONS.** The Contract Documents may not be changed, altered, or amended in any way except as mutually agreed by the parties and as consistent with the City of Scottsdale Procurement Code, as amended.
- 11.4. TIME IS OF THE ESSENCE.** The City and DBM mutually agree that time is of the essence with respect to the dates and times contained in the Contract Documents.
- 11.5. MUTUAL OBLIGATIONS.** The City and DBM 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.

- 11.6. COOPERATION AND FURTHER DOCUMENTATION.** The DBM agrees to provide all documents, as the City will reasonably request to implement the intent of the Contract Documents.
- 11.7. ASSIGNMENT.** Neither the DBM nor the City will, without first obtaining 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.
- 11.8. FORCE MAJEURE.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 11.9. 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 DBM at least thirty (30) days before the end of its current fiscal period and will pay the DBM for all approved charges incurred through the end of this period.
- 11.10. COMPLETENESS AND ACCURACY OF DBM'S WORK.** The DBM will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and all other preconstruction phase Deliverables prepared or compiled in accordance with its obligations under this Contract and will at its sole expense correct its Work or Deliverables. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the DBM shall maintain all applicable licenses and permits. The fact that the City has accepted or approved the DBM's Work or Deliverables will in no way relieve the DBM of any of its responsibilities under this Contract, nor does this requirement to correct the Work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City.
- 11.11. UTILITY RELOCATIONS FOR CONSTRUCTION METHODS.** If any utility is relocated or rebuilt to accommodate the DBM's construction methods and available equipment, the expense will be borne by the DBM and will be replaced to the original location before completion of the Project at the request of the City, at the DBM's sole expense, without an increase in the Contract Price or GMP.
- 11.12. DAMAGED UTILITIES DURING CONSTRUCTION.** Any utilities damaged during construction will be replaced at the DBM's sole expense, without an increase in the Contract Price or GMP, as required by the M.A.G. Standard Specifications.

- 11.13. THIRD PARTY BENEFICIARY.** Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the DBM, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the City and the DBM and not for the benefit of any other or third party.
- 11.14. GOVERNING LAW AND VENUE.** This Contract and all Contract Documents will be 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 with respect to this Contract shall be brought in the Superior Court of Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of that Court and waives the right to have such action removed to Federal District Court.
- 11.15. SEVERABILITY.** If any provision of the Contract Documents or their application to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application of the Contract Documents will not be affected and will be enforceable to the fullest extent permitted by law. In accordance with the provisions of A.R.S. § 41-194.01, as amended, should the Attorney General give notice to the City that any provision of the Contract Documents 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 Documents and the City and the DBM shall, within ten (10) days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s).
- 11.16. LEGAL REQUIREMENTS.** The DBM 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.
- 11.17. INDEPENDENT CONTRACTOR.** The services the DBM provides to the City are that of an Independent the DBM. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract. Upon request, the DBM shall provide the required I.R.S. Form W-9 which is available from the IRS website at www.IRS.gov under its forms section. Any provisions in the Contract Documents that may appear to give the City the right to direct the DBM as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the DBM will follow the wishes of the City as to the results of the Work only. These results will comply with all applicable laws and ordinances.
- 11.18. THE CITY'S RIGHT OF CANCELLATION.** Pursuant to A.R.S. § 38-511, as amended, the City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a contractor to any other party to the contract with respect to the contract's subject matter. The cancellation will be effective when all other parties to the contract receive the City's written notice unless the notice specifies a later time.
- 11.19. SURVIVAL.** Except as expressly agreed herein, all warranties, representations and indemnifications by the DBM shall survive the completion, expiration, and/or termination of this Contract.

- 11.20. COVENANT AGAINST CONTINGENT FEES.** The DBM warrants that no person other than a bona fide employee working solely for the DBM has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this covenant, the City of Scottsdale 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 any commission, percentage, brokerage, or contingent fee, together with costs and attorney's fees.
- 11.21. SUCCESSORS AND ASSIGNS.** This Contract will extend to and be binding upon the DBM, its successors and assigns, including any individual, company, partnership, or other entity with or into which the DBM will merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the DBM will sell its assets, except that services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator..
- 11.22. ATTORNEYS' 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, as determined by the court sitting without a jury, which will be considered to have accrued on the commencement of any action and will be enforceable whether or not the action is prosecuted to judgment.
- 11.23. 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.
- 11.24. COOPERATIVE USE OF CONTRACT.** In addition to the City of Scottsdale, this Contract may be extended for use by other municipalities, government agencies, and governing bodies, including the Arizona Board of Regents, and political subdivisions of this State. Any such usage by other entities must be in accord with the ordinances, charter, and/or rules and regulations of the respective entity and the approval of the Contractor.
- 11.25. NO WAIVER.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 11.26. 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 as the parties may substitute by written notice given in the manner prescribed in this Article. Notice given by facsimile or electronic mail (e-mail) will not be considered adequate notice.

To City:	City of Scottsdale Nathan Crowell, Contract Administrator Transportation & Infrastructure 7447 E. Indian School Road, Suite 205 Scottsdale, Arizona 85251
Copy to:	City of Scottsdale Aaron Rutherford, Interim Construction Administration Supervisor Transportation & Infrastructure 7447 E. Indian School Road, Suite 205 Scottsdale, Arizona 85251
To DBM:	Mandel McDonnell, Project Executive Willmeng Construction, Inc. 1702 E Highland Ave. Phoenix, AZ 85016

11.27. ADDITIONAL CITY RIGHTS REGARDING SECURITY INQUIRIES. Projects may be completed in both secure and non-secure City facilities. All the DBM and Subcontractor employees may be required to pass mandatory background checks prior to the start of any Work and be issued access badges by City of Scottsdale Municipal Security. In addition to the foregoing, the City reserves the right to: (1) have an employee/prospective employee of the DBM be required to provide fingerprints and execute any 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 that information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of the DBM's employees or prospective employees; and, (4) object, at any time and for any reason, to an employee of the DBM performing Work (including supervision and oversight) under this Contract.

11.27.1. Provisions Applicable to all Contractor Contracts and Subcontracts. The DBM 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.

11.27.2. Materiality of Security Inquiry Provisions. The Security Inquiry provisions of this Contract, as stated above, are material to the City's entry into this Contract and any breach by the DBM 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 DBM to liability for its breach of contract.

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

11.28.1. Unless included in the Work, if the DBM 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.

- 11.28.2. If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by public health laws, the DBM will not resume work in the affected area until the material has been abated or rendered harmless. The DBM and the City may agree, in writing, to continue Work in non-affected areas onsite.
- 11.28.3. An extension of Contract Time may be granted in accordance with Article 5.
- 11.28.4. The DBM will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.
- 11.28.5. Despite the provisions of this Article, the City is not responsible for Hazardous Conditions introduced to the Site by the DBM, Subcontractors or anyone for whose acts they may be liable. The DBM 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 DBM, Subcontractors or anyone for whose acts they may be liable.

11.29. TRAFFIC CONTROL

- 11.29.1. 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 fourteen (14) days before the closure. This approval is necessary to provide coordination with other roadway projects and special events.
- 11.29.2. Adequate barricades and lighted warning signs must be installed and maintained by the DBM 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.
- 11.29.3. The DBM must submit a construction schedule and a barricade plan to the Construction Coordinator for approval or modification at least seventy-two (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 DBM or ask for additional information.
- 11.29.4. The DBM 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.
- 11.29.5. The DBM 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.

11.30. EXISTING WORK OCCURRING NEAR TRAFFIC SIGNAL EQUIPMENT. The DBM will use due care when excavating at or near intersections where traffic signal underground conduit is located. The DBM will notify the Transportation Maintenance Traffic Signal Division (tel. 480.312.5620) forty-eight (48) hours in advance, of any work at the intersections. The DBM will be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the Transportation 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 DBM in identifying wiring phases and direction of conduit runs upon twenty-four (24) hours notice from the DBM and at least one (1) day before the DBM's scheduled wiring and installation of temporary cables. The DBM 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 DBM with connecting field wiring within the traffic signal control cabinet. The DBM will provide, at its expense, at least one (1) off-duty uniformed Police Officer as may be required to direct traffic while the traffic signal is turned off and the wiring is transferred. The DBM 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 twenty-four (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.

- 11.31. TEMPORARY TRAFFIC SIGNALS.** The DBM 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 twenty (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 DBM will submit a temporary traffic signal plan to the Construction Coordinator for approval at least fourteen (14) days in advance of installation of the temporary traffic signal equipment. For short durations, the DBM 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)
- 11.32. TEMPORARY VEHICLE DETECTION.** For all construction projects in the City of Scottsdale within duration of fifteen (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 DBM or Sub-contractor, through the life of the Project, will maintain the detection zones and communications by ensuring full functionality twenty-four (24) hours a day, seven (7) days a week. The DBM 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.
- 11.33. 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 DBM furnished material source and supplemental Contracts in regards to environmental analysis and the liability for materials testing costs.
- 11.33.1.** A DBM 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.

- 11.33.2.** 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.
- 11.33.3.** The DBM 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.
- 11.33.4.** 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 DBM 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.
- 11.34. NATIVE PLANTS.** The DBM agrees it 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 Revised Code, as amended, 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.
- 11.35. ENDANGERED HARDWOODS.** The DBM agrees any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions will not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.
- 11.36. CONSTRUCTION ACTIVITY.** The DBM agrees that all construction activity occurring on Site shall conform to the hour and noise requirements of the City of Scottsdale Revised Code, as amended.
- 11.37. DATA CONFIDENTIALITY**
- 11.37.1.** 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 DBM in the performance of this Contract.
- 11.37.2.** The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the DBM in connection with the DBM's performance of this Contract is confidential and proprietary information belonging to the City.
- 11.37.3.** Except for Subcontractors, Material and Equipment Suppliers, Consultants or other like parties necessary to complete the Work or as required by the City, the DBM will not divulge data to any third party without first obtaining the written consent of the City. The DBM 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 DBM 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 DBM'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 DBM in its performance under this Contract and which was disclosed to the DBM by a third party, who to the best of the DBM's knowledge and belief, had the legal right to make any disclosure and the DBM 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 DBM is subject.

11.37.4. In the event the DBM is required or requested to disclose data to a third party, or any other information to which the DBM became privy as a result of any other contract with the City, the DBM will first notify the City as required in this Article of the request or demand for the data. The DBM 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.

11.37.5. The DBM, 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.

11.37.6. The DBM 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 DBM, 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.

11.38. 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. DBM and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the DBM. DBM 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.

11.39. CONFLICT OF INTEREST

11.39.1. To evaluate and avoid potential conflicts of interest, the DBM will provide written notice to the City, as stated in this Article, of any Work or services performed by the DBM for third parties that may involve or be associated with any real property or personal property owned or leased by the City. This notice will be given seven (7) business days before the start of the Project by the DBM for a

third-party or seven (7) business days before an adverse action as defined below. Written notice and disclosure will be sent to the City's Senior Representative.

11.39.2. 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 DBM or its employees independently of performing the services under this Contract, without first obtaining the written consent of the City.

11.39.3. The DBM represents that except for those persons, entities and projects identified to the City, the services to be performed by the DBM 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.

11.39.4. The DBM's failure to provide a written notice and disclosure of the information as required in this Article will constitute a material breach of this Contract.

11.39.5. This Contract is subject to cancellation by the City of Scottsdale in accordance with the provisions of A.R.S. § 38 511, as amended.

11.40. COMMENCEMENT OF STATUTORY LIMITATION PERIOD AND STATUTE OF REPOSE

11.40.1. 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.

11.40.2. 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.

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

11.40.4. 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.

11.41. NO BOYCOTT OF ISRAEL. By executing this contract, the DBM certifies that it is not currently engaged in and will not for the duration of this Contract engage in boycott activity proscribed by A.R.S. § 35-393 *et seq*, as amended.

11.42. FORCED LABOR PROVISIONS. Pursuant to A.R.S. § 35-394, as amended, the DBM warrants and certifies that it does not currently, and agrees for the duration of this Contract that it will not use:

- 1) The forced labor of ethnic Uyghurs in the People's Republic of China.
- 2) Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 3) Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the DBM becomes aware during the term of this Contract that the DBM is not in compliance with this Article, the DBM shall notify the City within five (5) business days after becoming aware of the noncompliance. Failure of the DBM to provide a written certification that the DBM has remedied the noncompliance within one hundred eighty (180) days after notifying the City of its noncompliance will result in automatic termination of this Contract, unless an earlier contract termination, cancellation, or expiration date applies.

11.43. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

11.43.1. The DBM 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. The DBM shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

11.43.2. The DBM understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, Fair Labor Standards Act, Age Discrimination in Employment Act, Family and Medical Leave Act, National Labor Relations Act, Occupational Safety and Health Act, and other local, state or federal law governing the DBM's labor and employment practices. The DBM agrees to comply with these laws in performing this Contract and to permit the City to verify compliance. The DBM further agrees that any violation of provision on the part of the DBM, its employees, agents or assigns will constitute a material breach of this Contract.

The DBM will also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, "Residence Requirements for Employees," as amended. The DBM 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 and Exhibit G, the DBM warrants to the City that the DBM and all its Subcontractors will comply with all Federal Immigration laws and regulations that relate to its employees and

that the DBM 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 DBM or any of its Subcontractors will be considered a material breach of this Contract and may subject the DBM 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 DBM or any Subcontractor who works on this Contract to ensure that the DBM or any Subcontractor is complying with the warranty given above.

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

The City will not consider the DBM or any of its Subcontractors in material breach of this Contract if the DBM 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), as amended. 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 DBM enters into with any and all of its Subcontractors who provide services under this Contractor 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 DBM will take appropriate steps to assure that all Subcontractors comply with the requirements of the E-Verify Program. The DBM'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.

11.43.3. Compliance with Americans with Disabilities Act. The City of Scottsdale assures full compliance with Title VI of the Civil Rights Act of 1964, Title II of the Americans with Disabilities Act of 1990 (ADA), and other related authorities in all of its programs and activities. The City's Title VI and ADA Programs require that no person shall, on the grounds of race, color, national origin and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. This policy is also applicable to contractors and or consultants conducting work on behalf of the City.

The DBM acknowledges that, in accordance with 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 DBM 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. The DBM 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 provision on the part of the DBM, its employees, agents or assigns will constitute a material breach of this Contract.

- 11.43.4. Equal Employment Opportunity and Discrimination.** For the duration of this Contract, the DBM represents and warrants it will comply with all applicable local, state and federal laws governing equal employment opportunities, or prohibiting employment or other discrimination based on any protected characteristic including but not limited to actual or perceived race, color, religion, sex, age, disability, national origin, sexual orientation, gender identity, or U.S. military status. City of Scottsdale Revised Code, Chapter 15 mandates contractor compliance with the policies contained therein. The DBM agrees that any violation of provision on the part of the DBM, its employees, agents or assigns will constitute a material breach of this Contract.

The DBM will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight. The DBM will, in all solicitations or advertisements for employees placed by or on behalf of the DBM, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 11.43.5. 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. To avoid the appearance of impropriety, the DBM shall not make any donation to the City, of any goods or services during the term of this Contract, unless it has specifically been approved by the City Manager or designee.

- 11.43.6. Advertising.** No advertising or publicity concerning the City using the DBM's services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator and the City Attorney.

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

ARTICLE 12 – BENCHMARKS

12. CERTIFICATION OF BENCHMARKS

In compliance with the City's Design Standards & Policies Manual (DS&PM), Sections 9-1.1 and 9-1.301, it is the City's intent that the DBM must use both horizontal and vertical benchmarks with City of Scottsdale published values for any survey on all public works projects. These published values are available for public use at the following website: <http://eservices.scottsdaleaz.gov/landsurvey/>. **AT LEAST 1 HORIZONTAL AND 1 VERTICAL BENCHMARK MUST MATCH THE NORTHING, EASTING OR ELEVATION VALUES PUBLISHED ON THE CITY'S WEBSITE.** The DBM must sign and submit with this Contract the Certificate of Use attached hereto as **Exhibit F** and by reference made a part of this Contract.

ARTICLE 13 – DEFINITIONS

"Addenda" – means 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 DBM for items or services which may be added to the GMP Proposal to complete the Work.

"Alternate Systems Evaluations" – means 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 Statutes §32-152.

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

"Change Order" – A written order signed by authorized representatives of the City and DBM and which approves changes in the cost or time of the Work, including changes in the Contract Price, GMP Proposal, or Contract Time, consistent with the City of Scottsdale Procurement Code, as amended.

"City" or Owner – means the City of Scottsdale, 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 amount of the City's Contingency may be set solely by the City and will be in addition to the Project costs included in the GMP Proposal. Any Construction Fee on changes using the City's Project Contingency will be determined under Article 5.

"The City's Senior Representative" – means the person designated in Article 7.3.1.

"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.

"Construction" - as used in this Contract is defined in A.R.S. §34-101, as amended.

"Construction Administration Supervisor" – means a City employee who coordinates the daily construction activities with the DBM, performs quality control inspections, enforces project plans and specifications and adopted City codes and ordinances. He will also carry out any other assignments authorized by the Contract Administrator.

"Construction Change Directive" – is a written directive to the CMAR, which shall serve as formal and binding direction for the CMAR to proceed with a defined change in the Work in the event the City and CMAR cannot agree on the cost or time of a Change Order or if the cost or time of the Change Order cannot be reasonably determined prior to beginning the change in the Work. A Construction Change Directive may be implemented by the City when deemed necessary as an interim action until a

Change Order can be formally assessed and executed.

"Construction Documents" – The plans, specifications, and drawings prepared by the Design Professional after correcting for permit review requirements and incorporating Addenda and approved Change Orders, and the Preconstruction Contract and the Construction Contract, if any.

"Construction Fee" – is a negotiated fixed fee for the DBM's administrative costs, home office overhead, and profit, whether at the DBM's principal or branch offices. This includes the administrative costs and home office costs and any limitations or exclusions that may be included in the General Conditions for the construction phase.

"Construction Services" - as used in this Contract is defined in A.R.S. §34-101, as amended.

"Contract Administrator" – means the person designated in Article 7.3.1. The Contract Administrator will serve as the DBM's primary point of contact with the City, monitor DBM's performance, review and approve invoices, establish delivery schedules, and in conjunction with Purchasing ensure Certificates of Insurance are current, conform to the requirements of this Contract, and are in the City's possession. The DBM will direct any reports and/or special requests to the Contract Administrator.

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

"Contract Modification" – means a specific written concurrence between the City and DBM for changes to this Contract consistent with the City of Scottsdale Procurement Code, as amended.

"Contract Time(s)" – means the Day(s) as stated in Article 3 for completion of the Work subject to adjustment in accordance with this Contract.

"Cost of the Work" or "Direct Costs"– means the costs necessarily incurred by the DBM in proper performance of the Work, including direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, the Design Fee, materials testing, and warranty of the work together with self-performed work that the DBM established in the Subcontractor Selection Plan. The Cost of Work does not include the DBM's Indirect Costs.

"Critical Path Method" - is a schedule in the form of precedents, networks and time sequences. The critical path method is a project management planning and control technique implemented on computers. The critical path is the series of activities and tasks in the Project that have no built-in slack time. Any task in the critical path that takes longer than expected will lengthen the total time of the Project.

"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 DBM, third parties or Force Majeure events. Delays may be excusable, compensable, non-compensable or concurrent.

"Delay, Compensable" – means delay that results from the City's actions or inactions that entitle the

DBM to both a time extension and delay damages.

"Delay, Concurrent" – means 2 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 DBM, the DBM 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 DBM (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 DBM, its suppliers and subcontractors, or a delay resulting from a risk taken by the DBM under the terms of the Contract. The DBM 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 Exhibit A of this Contract or required by the Project Team.. Some of the major deliverables to be prepared and provided by the DBM during the design phase may include, but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor contracts, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.

"Design Build" – means a project delivery method as defined in A.R.S. §34-101, as amended.

"Design Fee" – means the amount paid to DBM for the production of complete construction documents and specifications approved and permitted by the City of Scottsdale and may include DBM's administrative costs, home office overhead and profit, whether at the DBM's principal or branch offices for the design phase. This includes the administrative costs and home office costs and any limitations or exclusions that may be included in the General Conditions for the design phase.

"Design Services" - as used in this Contract is defined in A.R.S. §34-101, as amended.

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

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

"Design Phase Services" – means all professional services to be performed or procured by the DBM to provide the required Project design under the Contract Documents.

"Differing Site Conditions" comply with M.A.G. Standard Specifications Subsection 102.4.

"Drawings" or "Plans" - Documents which visually represent the scope, extent, and character of the Work to be furnished and performed by the DMB during the construction phase and which have been prepared and/or approved by the Project Team and the City. Drawings include documents that have reached a sufficient stage of completion and released by the DBM 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" - 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 by the City, directing a change in Work that does not include an adjustment in the Contract Price, GMP Proposal or Contract Time which would otherwise require a Change Order.

"Final Acceptance" – means the completion of all the Work as prescribed in Article 6.3.9.

"Financial Services" - as used in this Contract is defined in A.R.S. §34-101, as amended.

"General Conditions Costs" – are negotiated indirect costs of the Work necessarily incurred by the DBM including but not limited to the following types of costs: (i) payroll costs for project manager or construction manager but not both for Work conducted at the site; (ii) payroll costs for the superintendent and full-time general foremen; (iii) payroll costs for other management personnel resident and working on the site; (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); (v) administrative office personnel; (vi) costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; (vii) utilities, fuel, sanitary facilities and telephone services at the site; (viii) costs of consultants not in direct employ of the DBM or Subcontractors, fees for permits and licenses, and some administrative personnel who may work at the home office. Charges for some home office administrative personnel may be included in General Conditions if agreed upon by both DBM and City.

"GMP Plans and Specifications" – means the plans and specifications upon which the Guaranteed Maximum Price Proposal is based.

"Guaranteed Maximum Price" or "GMP" – is the maximum cost for the Work. The DBM agrees to construct the Project for this amount or less. Costs which would cause the GMP to be exceeded shall be paid by the DBM without reimbursement by the City.

"Guaranteed Maximum Price (GMP) Proposal" – is the offer or proposal of the DBM submitted on the prescribed form stating the total itemized dollar amount negotiated between the City and DBM for constructing the Project or portions of the Work to be performed during the construction phase or portions of the Work to be performed throughout all phases.

"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.

"Horizontal Construction" - as used in this Contract is defined in A.R.S. §34-101, as amended.

"Indirect Costs" - means costs associated with the Work that cannot be directly attributed to labor, materials, or equipment, and includes the costs for General Conditions, Payment and Performance Bonds, Insurance, the Construction Fee and Taxes.

"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 or Site, or any Work.

"Liquidated Damages" – means an amount the DBM will pay as required in Article 3.3.

"Maintenance Services" - as used in this Contract is defined in A.R.S. §34-101, as amended.

"Must", "will", and "shall" as used in this Contract are mandatory.

"Notice-to-Proceed" or "NTP" - means a written notice given by the City to the DBM fixing the date on which the DBM will commence performance of the DBM's obligations under this Contract.

"Operations Services" - as used in this Contract is defined in A.R.S. §34-101, as amended.

"Owner Agent," "City's Agent" or "Owner Representative" see "City's Senior Representative."

"Payment Request" – means a form that is accepted by the City and used by the DBM in requesting progress payments or final payment and which will include any supporting documentation as is required by the Contract Documents or the City, and is based on a monthly estimate of the dollar value of the Work completed.

"Preconstruction Contract" – means that certain agreement entered into by the City and the DBM to cover Preconstruction and Design Services.

"Preconstruction Services" or "Preconstruction Phase Services" – means services and other activities during the design phase, as defined in A.R.S. §34-101 as amended. It will include the following services: all Design Services, project scheduling, appraisal of grading, drainage, street lighting and landscaping, installation of water and sewer lines to the boundaries of the building envelopes, construction of streets within the boundaries of the Site, and installation of conduit for placement of "dry utilities" to the boundaries of the building envelopes, evaluation of costs and benefits of alternative systems and distribution approaches; recommendations for efficiency and cost effectiveness; and resolution of constructability problems; GMP preparation; and Subcontractor bid phase services.

"Product Data" – means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the DBM 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 above and in Exhibit A attached.

"Project Record Documents" – means the documents created pursuant to Article 1.9.

"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 Documents.

"Project Schedule" – means a schedule as prescribed in Article 3.4.

"Project Team" – Consists of the DBM, 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 representative of a part of the Work and which establish the standards by which that portion of the Work will be judged.

"Savings" – means the difference between the Guaranteed Maximum Price and the Final Cost of the Work (including the Construction Fee). One Hundred Percent (100%) of savings will accrue to the City, unless otherwise agreed in the GMP Proposal.

"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 DBM, subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" – means the land or premises on which the Project is located. The DBM will include in its contract with subcontractors the street or physical address of the construction site.

"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" or "Subconsultant" – means a person or firm having a direct contract with the DBM or any other person or firm having a contract with the DBM at any tier, who undertake to perform a part of the Work for which the DBM is responsible. All Subcontractors, Subconsultants and Suppliers must be selected in accordance with the subcontractor and major supplier selection provisions of the Preconstruction Contract.

"Substantial Completion" – means when the Work, or when an agreed upon portion of the Work, is sufficiently complete so that the City can occupy and use the Project or a portion of it for its intended purposes. This may include, but is not limited to: (i) approval by the City Fire Marshall and local authorities (Certificate of Occupancy); (ii) issuance of elevator permit; (iii) demonstration to the City that all systems are in place, functional, and displayed to the City or its representative; (iv) installation of all materials and equipment; (v) the City review and acceptance of all systems; (vi) the City review and acceptance of draft O&M manuals and record documents; (vii) the City

operation and maintenance training is completed; (viii) HVAC test and balance completed (provide a minimum 30 days before projected substantial completion); (ix) completion of Punch List items; (x) completed landscaping and site work; and (xi) final cleaning.

“Supplier” – means a manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with the DBM or any Subcontractor or Subconsultant to furnish materials or equipment to be incorporated in the Work by the DBM or any Subcontractor or Subconsultant.

“Work” means the entire completed Project or the various separately identifiable parts of the Project, required to be furnished in accordance with the Contract Documents and as described in Exhibit A attached. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the Project, and performing or furnishing services and documents as required by the Contract Documents.

[END OF TEXT- SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

CITY OF SCOTTSDALE,
an Arizona municipal corporation

CONTRACTOR:
Willmeng Construction, Inc.,
an Arizona corporation

By: _____
Lisa Borowsky, Mayor

By: PAT BALDWIN

Name: *Pat Baldwin*

ATTEST:

Title: MARKET LEADER

Ben Lane, City Clerk

REVIEWED BY:

Nathan Crowell
Nathan Crowell
City Contract Administrator

Jenn Myers
Jenn Myers, MPA, CPPO, NIGP-CPP, CPPB
Purchasing Director

Alison Tymkiw
Alison Tymkiw, Senior Director - City Engineer

George Woods
George Woods, Safety & Risk Management Director

APPROVED AS TO FORM:

Luis E. Santaella
Luis E. Santaella, City Attorney
By: Lydia Tulin, Assistant City Attorney

EXHIBIT A

PROJECT DESCRIPTION

For the Scope of Work anticipated under this Contract for the Project, refer to Contractor's proposal dated June 9, 2026, attached to this Contract as Exhibit C and incorporated herein by this reference.

**EXHIBIT B
PRECONSTRUCTION CONTRACT**

PRECONSTRUCTION PHASE SERVICES CONTRACT

2025-025-COS

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

<HTTPS://ESERVICES.SCOTTSDALEAZ.GOV/CITYCLERK/DOCUMENTSEARCH>

City of Scottsdale

NE Quadrant Parking Structure

June 09, 2026

CONSTRUCTION GMP

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01

Pricing **SUMMARY**

Scottsdale NEQ Parking Structure	
GMP Summary	
COST OF THE WORK - DIRECT COSTS	AMOUNT
A Sub-Contractors' Cost of the Work (Labor, Materials, Equipment, Warranty, Insurance, Profit)	\$9,354,076.61
B DBM Cost of the Work (Labor, Materials, Equipment, Warranty)	\$1,139,036.78
C Total Cost of the Work (A+B)	\$10,493,113.39
INDIRECT COSTS	AMOUNT
D General Conditions	\$309,147.05
E Total Cost of the Work + General Conditions Fee (C+D)	\$10,802,260.44
F DBM Construction Fee	\$938,152.26
G Payment and Performance Bonds (On E. Total Cost of Work + General Conditions Fee)	\$83,312.58
H Insurance (Additional DBM's Insurance not provided in the Total Cost of the Work)	\$211,582.71
I Subtotal Direct + Indirect Costs (E+F+G+H)	\$12,035,307.99
J Taxes (Actual Reimbursable limited by Not to Exceed)	\$629,747.49
K Project Subtotal (I+J)	\$12,665,055.48
L City's Project Contingency (As determined by the City)	\$242,866.07
M TOTAL GMP	\$12,907,921.55

02

Detailed Estimate **Summary**

willmeng

Pre-CD Budget - COST SUMMARY

Project: **Scottsdale NEQ Garage**
 Location: **6th Avenue and E. Stetson Dr., Scottsdale, AZ**
 Architect: **Arrington Watkins Architects**
 Est. Date: **9-Jun-26**

Gross Area: **81,944 sf**

Pricing is based upon 60% Preliminary Plans dated 06/15/2026 as prepared by Arrington Watkins.

Division	C.S.I	Description	Bid	Div. Subtotal	\$/SF of Gross Area:	Notes
01 30	Design & Engineering			Division - Total: 273,000.00	3.33	
	01 31 00 00	Design & Engineering	Under Prior Contract		-	Architectural, Interior, Civil, SWPP, Landscape, Structural, Mechanical, Plumbing & Electrical Design/Engineering
	01 31 01 00	Civil, SWPP, Landscape, Structural, Mechanical, Plumbing & Electrical Design/Engineering	Under Prior Contract			
	01 31 00 10	Design Team CA	268,000.00		3.27	Construction Administration for Design Team
	01 45 23 00	Site Plan Review Fees, Special Inspection, Alta Survey, Soils Rpt. & Phase I Environmental	By Owner			
	01 30 12 00	Reimbursables, Plans/Specs.	5,000.00		0.08	Includes - plan & specification reproduction.
01 40	Permits/Develop. Fees/Utility Compan			Division - Total: 25,055.00	0.31	
	01 41 26 10	Plan Review & Permit Fees	By Owner			
	01 41 26 20	Building Permit	By Owner			
	01 18 13 01	Sewer/Water Tap & Dev. Fees, Development Fee	By Owner			
	01 41 26 31	Offsite Permit & Right-of-Way Use Permit	15,000.00		0.18	Includes - permit for work being completed in 6th Ave.
	01 18 13 02	Electric, Phone, Internet, Gas Company: Charges, Costs & Fees	By Owner			All costs for APS, design and fees are not included.
	01 18 13 05	Offsite Subcontractor Parking	10,055.00		0.12	Includes - Leasing of offsite parking location and final cleaning.
	01 41 26 32	NESHAP Demo & Abatement Permit	3 incl w/ Site Utilities			
01 70	Construction Cleanup			Division - Total: 17,078.13	0.21	
	01 74 13 00	General Clean-Up	12,124.00		0.15	Cleanup throughout construction to maintain a clean & safe workplace.
	01 74 23 00	Construction Rough And Final Clean	4,954.13		0.06	Includes - final cleaning prior to completion of construction and turnover. Also includes final clean (pressure wash) of site concrete flatwork areas.
	01 74 25 00	Building, Site, Interior, Exterior - Rework Damage & Clean Up	Excluded			EXCLUDES: Repairs, cleanup or facade improvements to adjacent neighboring tenants.
02 00	Existing Conditions			Division - Total: 6,584.45	0.08	
	02 21 00 00	Construction Field Staking	6,584.45		0.08	Includes - Site Controls, QA/QC data, stake building and site, bluetops and utilities.
	02 21 00 05	VDC - Drone / 360 Survey	Excluded			
	02 32 00 00	Materials Testing	Alternate Price			Alternate Price - Testing sub soils, concrete, ABC, mortar and grouting.
	02 41 16 00	Special Inspections	By Owner			

Pre-CD Budget - COST SUMMARY

Project: **Scottsdale NEQ Garage**
 Location: 6th Avenue and E. Stetson Dr., Scottsdale , AZ
 Architect: Arrington Watkins Architects
 Est. Date: 9-Jun-26

Gross Area: 81,944 sf

Pricing is based upon 60% Preliminary Plans dated 06/16/2026 as prepared by Arrington Watkins.

Division	C.S.I	Description	Bid	Div. Subtotal	\$/SF of Gross Area:	Notes
31 00	Earthwork			414,942.84	5.06	
				Division - Total:		
	31 10 01 01	Site Demolition	47,013.95		0.57	Includes - Removal of asphalt paving, sidewalks, curb and gutter on 6th Ave only property line to property line, curb and gutter to remain on Stetson Dr, parking lot / street lights, traffic signage at existing parking lots, N. Wells Fargo Ave. and Center Point alleyway(s), and entire section 6th Ave. (to the extents of the property lines). EXCLUDES: Removal of any unknown underground obstructions and any asphalt or curb removal along Stetson Drive and South Parking Lot.
	31 10 01 00	Earthwork	222,894.88		2.72	Includes - Mobilization and subgrade preparation and, grading construction water. EXCLUDES: Unsuitable soils, hard dig, rock excavation, and lime/cement stabilization.
	31 10 01 05	VDC - Drone / Cut & Fill Analysis	4,800.00		0.06	Includes - Drone grading progress, cut & fill quantity and stockpile quantification.
	31 31 00 00	Termite Pretreat	3,560.82		0.04	Includes - Pretreat at Stair and Elevator areas only
	31 00 51 30	Excess Spoil Haul Off	35,000.00		0.43	Includes - Haul off of excess spoils generated by concrete and site utility subcontractors.
	31 12 10 00	Underground Obstructions	Excluded			
	31 25 00 00	SWPP Plan & Implementation	101,673.19		1.24	Includes - SWPP plan implementation, inlet protection, dust control measures, signage, SWPP inspections (including Rain Events), gravel stabilized construction entrance / track out and SWPP maintenance. Also includes water meter & backflow connection from the nearest fire hydrant, water bill, water hoses/piping and street sweeping.
	31 40 00 00	Shoring and Underpinning	Excluded			
32 00	Exterior Improvements			551,895.62	6.74	
				Division - Total:		
	32 12 00 00	Asphalt Paving	248,603.18		3.03	Includes - 4" AC on 6" ABC at Wells Fargo Ave, alleyway, Center Plaza East alleyway and 6" AC on 12" ABC repaving at 6th Ave. (to the extent of the property lines) and, misc. patch paving. Also includes (4) utility adjustments and barricades, traffic and pedestrian control. EXCLUDES: South Parking lot. NOTE: Paving price is based upon CURRENT FUEL PRICES and may need to be adjusted at time of contract or buyout.
	32 17 00 00	Striping, Symbols & Signs	33,966.00		0.41	Includes - Parking garage single parking stall striping, crosshatching, directional arrows, handicap striping symbols & posts including (7) parking bumpers at Wells Fargo alleyway, fire lane curb and signs. Also includes single stall striping and center median striping in 6th Ave (to the extent of the property lines) EXCLUDES: Street signage, re-striping at Stetson Drive, South Parking lot, traffic signalization, stencil parking, traffic signs and thermoplastic striping.

Pre-CD Budget - COST SUMMARY

Project: **Scottsdale NEQ Garage**
 Location: 6th Avenue and E. Stetson Dr., Scottsdale, AZ
 Architect: Arrington Watkins Architects
 Est. Date: 9-Jun-26

Gross Area: 81,944 sf

Pricing is based upon 60% Preliminary Plans dated 06/16/2026 as prepared by Arrington Watkins.

Division	C.S.I	Description	Bid	Div. Subtotal	S/SF of Gross Area:	Notes
	32 80 00 00	Landscape & Irrigation	50,370.57		0.61	Includes - Landscape planters with planter soils, plants and irrigation drip lines. Trees and shrubs including irrigation lines along E. Stetson Dr. and E. 6th Ave. Also includes (4) - heavy-duty steel tree grates along Stetson Ave. only and in ground accent lighting at both Stetson Ave and 6th Ave.
	32 80 00 05	Landscape Trees & Grates	\$ incl w/ Land / Irrigation			
	32 13 00 00	Vertical Curb & Gutter, Single Curb	199,480.87		2.43	Includes - Vertical curb and gutter, flush curb along 6th Ave to the extents of the property lines.
	32 13 03 00	Offsite Concrete & Drive Entrances	\$ incl w/ Curb & Gutter			Includes - Drive entrances at Stetson Dr. and 6th Ave. alleyway entrances including 6th Ave parking garage entrance and sidewalk replacement (combination standard grey and exposed aggregate) along E. Stetson Dr. and 6th Ave. Curb and gutter to remain on Stetson Dr. Also includes exterior ramp and stairs from north stair tower to E. Stetson Ave. sidewalk due to grade change. Also includes transformer yard pad. EXCLUDES: Trash enclosure footings / pad.
	32 13 03 05	Landscape Planters and Benches	19,575.00		0.24	Honed masonry integral colored planters, concrete benches with wood tops.
33 00	Utilities		Division - Total:	227,875.23	2.78	
	33 05 04 00	Pothole Services	5,000.00		0.06	Includes - Additional potholing site prior to site utility and foundation work.
	33 10 00 00	Site Utilities	87,875.23		1.07	Includes - (100 lf) - 6" DIP fireline with connection from 6th ave, and fire riser. Water line connection and backflow for landscape and hose bibs in garage. EXCLUDES - All existing inoperable valves, removal and replacement. Any new fire hydrants and repair, replacement or relocation of existing ACP piping.
	33 30 00 00	Sanitary Sewer	Excluded			No sanitary sewer work is anticipated with this project.
	33 51 13 00	Gas Line Trenching	Excluded			No gas line trenching is anticipated with this project.
	33 40 00 00	Stormwater Utilities	4,500.00		0.05	Includes - Connection to existing storm inlet connection in 6th Ave. with pvc piping from proposed Barracuda S8 (or equal) separator.
	33 46 23 00	Retention System	128,500.00		1.57	Includes - Barracuda S8 (or equal) separator with manhole for on site storm retention requirements.
03 00	Concrete		Division - Total:	4,290,540.25	52.36	
	03 00 10 00	Building Concrete	1,226,162.32		14.96	Includes - Caissons, footings, CIP retaining walls per plans, 5" slab on grade on 4" ABC, 3.25" topping slabs on precast decking, concrete filled pan stairs and landings, elevator pit, (20)ea. - 6" bollards, and anchor bolts / leveling plates (provided by Others). Also includes standard performance concrete mixes with a min. 20% fly ash to aide in ASR mitigation, and ACI 347 Class B finish on all exposed concrete surfaces. EXCLUDES: Specific concrete cures, coatings, additives and densifiers.
	03 48 00 00	Precast Concrete	3,064,377.93		37.40	Includes - CIP columns, double tees with decking, spandrels, high stem block outs in the double tees, form liner exterior garage retaining walls at ground level only (north half of west elevation, north elevation, north two thirds of the east elevation), roof level light pole anchor bolts / conduit, and concrete embeds (furnished by Others).

Pre-CD Budget - COST SUMMARY

Project: **Scottsdale NEQ Garage**
 Location: **6th Avenue and E. Stetson Dr., Scottsdale , AZ**
 Architect: **Arrington Watkins Architects**
 Est. Date: **9-Jun-26**

Gross Area: **81,944 sf**

Pricing is based upon 60% Preliminary Plans dated 06/16/2026 as prepared by Arrington Watkins.

Division	C.S.I	Description	Bid	Div. Subtotal	S/SF of	Notes
			Division - Total:		210,331.71	2.57
04 00	Masonry					
	04 00 10 00	Building Masonry	210,331.71		2.57	Includes - 8" honed masonry (1-sided) integral color at elevator shaft and headlight walls, sidewalk ramp walls, and planters, 8" standard cmu at electrical, storage, MDF, and elevator machine room on 3rd level to be painted. EXCLUDES - Trash enclosures.
			Division - Total:		355,961.40	4.34
05 00	Metals					
	05 10 00 00	Structural Steel	279,551.40		3.41	Includes - 6" bollards, pan stairs / landings, railings, beams / roof decking at stair towers and elevator shaft. EXCLUDES - 4th level carport canopies with solar.
	05 10 00 05	Structural Steel - Stair / Elevator Roof Structure	44,560.00		0.54	Tube steel columns, beams and metal decking at proposed stair tower and elevator shaft roof structure.
	32 31 19 00	Metal Fencing / Gates	31,850.00		0.39	Includes - (1) pair metal gates and mesh fencing 7'tall with removable section at east alleyway at proposed transformer yard.
			Division - Total:		3,500.00	0.04
06 00	Woods, Plastics & Composites					
	06 10 00 00	Rough Carpentry	3,500.00		0.04	Allowance - for misc. in wall and facade blocking at metal composite panels.
			Division - Total:		995,678.42	12.19
07 00	Thermal & Moisture Protection					
	07 10 00 00	Waterproofing	10,354.73		0.13	Includes - Waterproofing elevator pit and proposed landscape planters.
	07 18 00 00	Traffic Coatings	Excluded			
	07 42 13 00	Architectural Façade Panels	850,888.99		10.38	Includes - Perforated metal panels at building façade to be clipped back to structural embeds in precast structure.
	07 50 00 00	Membrane Roofing	33,525.99		0.41	Includes - TPO roof membrane with rigid insulation over cover board at stair towers and elevator shaft roofs. EXCLUDES - Gutter, downspouts and copings.
	07 62 00 02	Cap Flashing & Parapet Walls	14,755.00		0.18	Includes - Prefinished aluminum flashing and capping at stair and elevator tower roof perimeters.
	07 92 00 00	Joint Sealants & Caulking	89,153.71		1.09	Includes - Caulking all dissimilar materials.
			Division - Total:		26,307.75	0.32
08 00	Openings					
	08 11 00 00	Metal Doors & Frames	26,307.75		0.32	Includes - (5)ea. - 3070 HM door, frame and hardware at Storage, MDF, Fire Riser and 3rd level Elev. Machine room(s) and (1)pair - 6070 HM door, frame, and hardware at SES room. EXCLUDES - Doors, frames and hardware at stair towers.
			Division - Total:		106,684.19	1.30
09 00	Finishes					
	09 66 02 00	Floor Sealer	Excluded			None anticipated in with this project.
	09 91 23 00	Painting	106,684.19		1.30	Includes - Painting doors & frames, stair landings/exposed metal, risers and railings, bollards, interior precast columns, tees, underside of deck and power wash exterior at completion of project.

Pre-CD Budget - COST SUMMARY

Project: **Scottsdale NEQ Garage**
 Location: 6th Avenue and E. Stetson Dr., Scottsdale, AZ
 Architect: Arrington Watkins Architects
 Est. Date: 9-Jun-26

Gross Area: 81,944 sf

Pricing is based upon 60% Preliminary Plans dated 06/16/2026 as prepared by Arrington Watkins.

Division	C.S.I	Description	Bid	Div. Subtotal	\$/SF of Gross Area:	Notes
10 00	Specialties			Division - Total:	89,997.56	1.10
	10 14 00 00	Interior & Exterior Signage	82,681.50		1.01	Includes - Code compliant signage, garage way finding signage and signage at façade elevation along 6th Ave.
	10 44 00 00	Fire Extinguishers	5,816.06		0.07	Includes - (16)ea. - 10lb. Wall hung fire extinguishers.
	10 44 01 00	Knox Box	1,700.00		0.02	Includes - (2)ea knox boxes at FACP and SES rooms.
11 00	Equipment			Division - Total:	75,165.00	0.92
	11 12 00 00	Vehicle Garage Equipment	75,000.00		0.92	Vehicle counting system - total garage count at 6th Ave entrance only.
12 00	Furnishings			Division - Total:	1,503.30	0.02
	12 93 13 00	Bike Racks	1,503.30		0.02	Includes - (1)ea. ground bolted loop bicycle rack.
	12 10 00 00	Art Feature	Excluded			EXCLUDES - City Public Art (Included outside of construction cost)
14 00	Conveying Systems			Division - Total:	140,308.00	1.71
	14 20 00 00	Elevators	140,308.00		1.71	Includes - (1)ea. 3,500lb. / 200FPM; MRL Tracilon elevator with stainless steel cab finishes.
21 00	Fire Suppression			Division - Total:	234,054.19	2.86
	21 10 00 00	Fire Protection System	234,054.19		2.86	Includes - NFPA 13 'Wet' Sprinkler System with Upright Heads starting from 6" Flange (F&I by Other) and hose valves at upper deck. EXCLUDES - Fire pump and preaction system at Electric room.
22 00	Plumbing			Division - Total:	202,444.40	2.47
	22 01 10 00	Plumbing System	202,444.40		2.47	Includes - Deck drains with 12" PVC Main Piping & 6" branch piping to deck drains, (2) hose bibs at each level, Barracuda system (or equal) and elevator sump pump with discharge piping into storm.
23 00	HVAC			Division - Total:	57,271.14	0.70
	23 05 00 00	HVAC System	57,271.14		0.70	Includes - (1)ea. - Bard Side Wall HP Unit with OSA Damper at elevator shaft and (2)ea. - 1.5ton and (1)ea. - .75ton split units at SES and fire riser room(s) including exhaust fans. EXCLUDES - Garage exhaust system.

Pre-CD Budget - COST SUMMARY

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 Location: 6th Avenue and E. Stetson Dr., Scottsdale, AZ
 Architect: Arrington Watkins Architects
 Est. Date: 9-Jun-26

Gross Area: 81,944 sf

Pricing is based upon 60% Preliminary Plans dated 05/16/2026 as prepared by Arrington Watkins.

Division	C.S.I	Description	Bid	Div. Subtotal	\$/SF of Gross Area:	Notes
26 00 Electrical		Division - Total:		940,105.68	11.47	
	26 05 00 00	Electrical Panels, Feeders, Distribution & Fixtures	364,854.28		4.45	Includes - Safe off for demo, (1)ea. - 400amp - 480/277v SES based upon with (1)ea. 225amp - 480/277v and (1)ea. 225amp - 120/208v panelboards with (1)ea. 75KvA step down transformer, lighting with lighting control panel, general distribution, provisions for future parking control system, HVAC equipment, (5)ea. dual port EV charging stations (wall mounted for 10 parking spaces) with conduit pathways for an addition (11)ea. additional dual charge stations (22 parking spaces) within 100' of the electrical room for future expansion. PV provisions not included. NOTE: above pricing is based upon aluminum busing for SES / Panelboards and aluminum windings for transformers. EXCLUDES - PV solar.
	26 11 00 00	Sites - Primary/Secondary & Telco Conduits	57,625.00		0.70	Includes - Assumed 90'lf of (6)ea. - 3" primary conduits including boring below Stetson from existing switch cabinet on north side of Stetson directly across from proposed transformer yard at the NE corner of the project site, 80'lf of (2)ea. - 4" secondary conduits and, 150'lf of (1)ea. Communication conduit.
	26 32 00 01	UPS Systems	Excluded			None anticipated in this project.
	26 41 00 00	Lightning Protection	Excluded			None anticipated in this project.
	26 51 00 00	Interior Lighting	352,626.40		4.30	Includes - General garage lighting with controls including BOH rooms, (14)ea. Wall packs and, (3)ea. Pole lights on Level 4. Also includes (4)ea. City street light poles with mast arm and single head.
	26 51 00 05	LED Accent Lighting behind Façade Panels	Excluded			EXCLUDES - LED tape lighting to the backside of proposed metal façade panels.
	26 51 00 15	EV Charging Stations	165,000.00		2.01	Includes - (5)ea. Dual port EV charging stations (wall mounted) for 10 parking spaces. Conduit pathways for an addition (11)ea. additional dual charge stations (22 parking spaces) within 100' of the electrical room for future expansion.
	26 56 00 00	Traffic Signalization	Excluded			None anticipated in this project.
	26 56 19 00	Street Lighting	Incl w/electrical			Includes (4)ea. City street light poles with mast arm and single head. (2) at Stetson, (2) at 6th ave
27 00 Teleco and Data		Division - Total:		N/A		

Pre-CD Budget - COST SUMMARY

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Division	C.S.I	Description	Bid	Div. Subtotal	\$/SF of Gross Area:	Notes
28 00	Security & Fire Detection		Division - Total:		65,212.35	0.80
	28 13 00 00	Access Control & CCTV Systems	44,881.28		0.55	Allowance - Security Cameras with wiring and (2) Emergency 'Blue' light phones. EXCLUDES - Access control and security systems.
	28 31 00 00	Fire Life Safety Systems	20,531.07		0.25	Includes - Fire alarm panel including all devices, conduit and wiring.
34 41	Traffic Signals		Division - Total:		N/A	
	34 41 13 00	Traffic Signals	Excluded			None anticipated in this project.
01 21	Special/Owner - Allowances		Division - Total:		39,580.00	0.48
	01 21 00 00	Plan Review Contingency	Excluded			
	01 21 18 00	Owner Contingency	Excluded			
	01 21 17 00	Design Phase Add Scope - Rezoning	39,580.00		0.48	
	01 21 18 00	Cost Escalation for potential Trade Tariffs & Oil Impacts	Excluded			EXCLUDES: Any cost escalation for potential trade tariffs and oil impacts (product production, shipping/delivery) to be enacted in 2026 or beyond. See Add Alternate below. This add alternate is "TBD" to prompt a discussion on how this potential risk will be handled. Use of any other stated allowance or contingency to mitigate this potential cost impacted is not expected or anticipated in this proposal.
Subtotal COST BREAKDOWN:				9,354,076.61	114.15	
1	General Conditions/Supervision		Division - Total:		1,205,317.76	14.71
	01 00 00 10	General Conditions	309,147.05		3.77	
	01 31 10 50	Supervision/Project Management	896,170.71		10.94	
	01 21 17 00	CONTRACTOR'S CONTINGENCY (2.3%)		242,866.07	2.96	
	01 00 01 20	GENERAL LIABILITY INSURANCE		150,178.52	1.83	
	01 00 01 30	BUILDERS RISK INSURANCE NON-COMBUSTIBLE		10,945.80	0.13	
	01 00 01 40	DESIGN BUILD INSURANCE		50,458.39	0.62	
	01 00 01 60	PAYMENT & PERFORMANCE BOND		83,312.58	1.02	
	01 00 01 70	SALES TAX (SCOTTSDALE, AZ - 5.2325%)		629,747.49	7.69	
	01 00 01 80	CONTRACTOR'S OVERHEAD & PROFIT		938,152.26	11.45	
PreCD BUDGET - TOTAL:				\$12,665,055.48	\$154.56	

03

SOW, Clarifications, **and Exclusions**

City of Scottsdale
GMP Scope of Work | Clarifications | Exclusions
 NEQ Parking Structure | Issued: 06/09/26

1. PROJECT SUMMARY

Scope of Work

This Construction GMP has been developed for the construction of the following improvements per the 60% Construction Documents – Permit Set dated March 25, 2025.

- Site Demolition & Earthwork
- Asphalt Paving, Striping, Symbols & Signs
- Curb & Gutter / Offsite Concrete & Drive Entrances
- Landscape, Irrigation & Site Furnishings
- Site Utilities (Fireline, Stormwater Conveyance System)
- Potholing & Construction Field Staking
- Building Concrete (Caissons, Footings, CIP Walls, Slabs, Stairs)
- Precast Concrete (Columns, Double Tees, Spandrels, Retaining Walls)
- Masonry (Honed CMU at Elevator Shaft, Headlight Walls, Electrical & Storage Rooms)
- Structural Steel (Bollards, Pan Stairs, Canopy Beams, Roof Decking, Stair/Elevator Roof Structure)
- Metal Fencing & Gates
- Architectural Façade Panels (Perforated Metal)
- Waterproofing (Elevator Pit & Landscape Planters)
- Membrane Roofing (TPO at Stair Towers & Elevator Shaft)
- Joint Sealants & Caulking
- Metal Doors & Frames
- Painting
- Interior & Exterior Signage (Code Compliant, Wayfinding, Façade Signage)
- Fire Extinguishers & Knox Boxes
- Vehicle Counting System (Base level total garage quantity only)
- Elevator (1 ea. MRL Traction, 3,500 lb.)
- Fire Suppression – NFPA 13 Wet Sprinkler System
- Plumbing System (Deck Drains, Hose Bibs, Sump Pump)
- HVAC (Elevator Shaft Split Unit, SES & Fire Riser Room Units)
- Electrical (Panels, Feeders, Distribution, Interior & Street Lighting, EV Charging Stations)
- Site Primary/Secondary & Telco Conduits
- Security Cameras & Emergency Blue Light Phones (Allowance)
- Fire Life Safety / Fire Alarm System

2. CONSTRUCTION DOCUMENTS

GMP Bidding was based on the 60% Construction Documents – Progress Set dated May 15, 2026, prepared by Arrington Watkins and their consultant team.

List of Plans and Specifications

Document	Date & Preparer
Civil Improvement Plans	Dated 05/15/26 — Dibble Engineering
Architectural Plans	Dated 05/15/26 — Arrington Watkins Architects
Structural Plans	Dated 05/15/26 — Walker Consultants

MP&E Plans	Dated 05/15/26 — Walker Consultants
Landscape Plans	Dated 05/15/26 — Dig Studio
Geotechnical Report	Dated 05/20/26 — UES

3. GMP SUMMARY

This GMP represents the cost associated with the full scope of construction for the new 4-level parking structure in the Northeast Quadrant of Old Town Scottsdale, covering 10 months of construction.

Construction Cost	\$12,665,055.48
City Project Contingency	\$242,866.07
TOTAL GMP	\$12,907,921.55
Public Art Allowance	\$126,929.18
TOTAL GMP + Public Art	\$13,034,850.73
Project Duration	10 months
Construction Start	August 26, 2026
Final Completion	June 25, 2027
Contractor's Contingency	2.3% applied to base construction subtotal (including markups)
City of Scottsdale Project Contingency	2.3% carried outside base construction cost; subject to contractor markups

Note: Please see the attached Detailed Estimate Summary for the full detail of costs.

4. GENERAL CLARIFICATIONS & ASSUMPTIONS

General Clarifications & Assumptions

Work Hours	All work performed during normal hours: 6:00 AM – 3:30 PM, Monday through Friday.
Overtime Work	Overtime, night, and weekend work for subcontractors is excluded. If required, Willmeng will notify the City with estimated cost increase. Unapproved change orders may result in a time extension with respective general conditions costs.
Construction Noise	Standard work production is assumed to not be restricted by noise limitations. Willmeng will work cooperatively with the City given the urban downtown setting.
Site Access	Willmeng will coordinate ingress/egress with adjacent tenants, traffic department, parking operations, and city right-of-way per the Willmeng Site Logistics Plan.
Design Stipulations	The Architect/Engineer shall revise all construction documents in accordance with comments received from the design review and planning department. The Contractor shall provide written notification to the City of any scope modifications that result in a cost or schedule impact. No allowance has been included in the Contract for cost increases arising from design review, building department review, or any other City department review. In the event that such changes result in additional costs, the project shall require either a value engineering effort or the appropriation of additional funds by the Owner.

3rd Party Electrical / Utility Design	Third-party electrical, APS (design, equipment, gear or labor), and communications design and installations are expected to be completed within the construction sequencing window. All APS fees and design fees are by Owner. Schedule impacts by others entitle Willmeng to a time extension.
Permitting & Inspections	All scopes assume no restrictions from permitting delays or unavailability of inspections. Plan Review & Permit Fees, Building Permit, and Special Inspections are By Owner. Offsite Permit & ROW Use Permit allowance is included.
Cost Escalation	Subcontractors have priced based on the 12-month PPI moving average. Cost escalation from trade tariffs or oil impacts in 2026 or beyond is excluded. An Add Alternate for this potential risk will be provided as 'TBD'.
Tariffs	Tariffs are outside the contractor's control and are treated as unforeseeable event per contract terms.
Asphalt Paving Fuel Price Adjustment	Paving price is based on current fuel prices and may require adjustment at contract, buyout, or field execution.
Precast Concrete	Scope includes CIP columns, double tees with decking, spandrels, high-stem block-outs, formliner retaining walls at ground level only (north half of west elevation, north elevation, north two-thirds of east elevation), roof level light pole anchor bolts/conduit, and embeds furnished by others. Precaster responsible for all design, engineering, and permitting. Provisions have been considered in the design for a future horizontal expansion across 6 th Avenue at levels 3 and 4.
Traffic Control Moratorium	Project is assumed to not be restricted by City traffic control moratoriums. ROW utility tie-ins will require advance TCP submittal and advance notice to neighboring stakeholders.
Budget / Allowance Items	Written approval from the City is required prior to utilizing any budget or allowance (email accepted). Contractor must provide justification and a Not-to-Exceed limit. Payment based on an approved cost proposal or T&M per Section 15.2 of General Conditions.
Electrical – Aluminum Busing	Electrical pricing is based on aluminum busing for SES/Panelboards and aluminum windings for transformers. Copper pricing available as alternate upon request.
EV Charging Stations	Includes (5) dual-port EV charging stations for 10 parking spaces with provisions for (11) additional dual-charge stations (22 spaces).

5. EXCLUSIONS

Exclusions	
Environmental	No environmental concerns are assumed on-site. Discovery, abatement, or removal of hazardous materials (Asbestos, Mold, PCB, Radon, Petroleum Hydrocarbons, etc.) is excluded. Removal, replacement, or repair of existing ACP piping is excluded.
Permits & Fees	Plan Review & Permit Fees, Building Permit, Sewer/Water Tap & Development Fees, and all utility company charges are By Owner and excluded. NESHAP Demo & Abatement Permit included with Site Utilities.
Inspections	All special inspections to be coordinated by Owner. Willmeng will provide ample notice of timing needs but is not responsible for schedule delays related to special inspections. All fees to be paid by Owner.
Utility Fees	All third-party utility fees (APS design, equipment, gear or labor), deposits, design/connection fees, and deferred submittals are excluded and to be paid by owner outside of this contract. Hydrant meter deposit, construction water, and construction trailer use are included by contractor.

Existing Utilities	Removal/relocation of existing utilities not shown on plans is excluded.
Shoring & Underpinning	Shoring and/or underpinning of existing building foundations is excluded. No current need is anticipated.
Landscaping	Contract growing of landscape materials (on-site and off-site) is excluded.
Low Voltage	Network switching, servers, security network equipment, and radio communications are excluded. A parking count system allowance (basic space count at 6 th Avenue entrance only) is included.
Building, Site & Exterior Rework / Damage Cleanup	Repairs, cleanup, or façade improvements to adjacent neighboring tenants are excluded.
Traffic Coatings & Floor Sealer	Deck traffic coatings and floor sealer are excluded.
Sanitary Sewer	No sanitary sewer work anticipated. Excluded.
Gas Line Trenching	No gas line trenching anticipated. Excluded.
Site Utilities – Existing Inoperable Valves	Removal and replacement of existing inoperable valves and any new fire hydrants are excluded.
Trash Enclosures	Footings/pad and trash enclosure structure are excluded from project scope.
4th Level Carport Canopies with Solar	Excluded.
Striping – Stetson Drive, Traffic Signalization & Thermoplastic	Street signage, re-striping of Stetson Drive, traffic signalization, stencil parking, traffic signs, and thermoplastic striping are excluded.
Traffic Signals	Traffic Signals and Traffic Signage not anticipated. Excluded.
HVAC – Garage Exhaust System	Garage exhaust system is excluded.
PV Solar	PV solar is excluded from project scope.
LED Accent Lighting Behind Facade Panels	LED tape lighting to the backside of metal facade panels is excluded.
UPS Systems & Lightning Protection	Not anticipated. Excluded.
Access Control, Security Systems & Emergency Blue Light Phone	Access control and security systems beyond CCTV allowance are excluded. <i>Emergency Blue Light Phones are included as an allowance with Access Control & CCTV.</i>

6. SPECIAL ALLOWANCES

Access Controls & CCTV Allowance:

- Security Cameras with wiring and (2) Emergency "Blue" light phones.

City of Scottsdale Project Contingency:

- Carried separately outside of construction budget total. Does not include contractor markups.

City of Scottsdale 1% for Art:

- A Public Art Allowance of 1% carried separately outside the construction budget.

04

Design Document

Drawing Log



AZ ROC B-01 082514

Willmeng Construction, Inc.

Job #: 25-03-3933 PRECON Scottsdale NEQ Garage
7350 S Stetson Drive
Scottsdale, Arizona 85251

60% progress set (05/15/26)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A1.1	OVERALL SITE PLAN	0	05/15/2026		60% progress set (05/15/26)
A1.2	ENLARGED SITE PLAN AND ELEVATIONS	0	05/15/2026		60% progress set (05/15/26)
A2.1	OVERALL PLAN - GROUND TIER	0	05/15/2026		60% progress set (05/15/26)
A2.2	OVERALL PLAN - SECOND TIER	0	05/15/2026		60% progress set (05/15/26)
A2.3	OVERALL PLAN - THIRD TIER	0	05/15/2026		60% progress set (05/15/26)
A2.4	OVERALL PLAN -TOP TIER	0	05/15/2026		60% progress set (05/15/26)
A2.5	ENLARGED PLANS - NORTHWEST STAIRS AND ELEVATOR	0	05/15/2026		60% progress set (05/15/26)
A2.6	SECTIONS - NORTHWEST STAIRS	0	05/15/2026		60% progress set (05/15/26)
A2.7	SECTIONS - NORTHWEST STAIRS AND ELEVATOR	0	05/15/2026		60% progress set (05/15/26)
A2.8	ENLARGED PLANS - SOUTHEAST STAIRS	0	05/15/2026		60% progress set (05/15/26)
A2.9	SECTIONS - SOUTHEAST STAIRS	0	05/15/2026		60% progress set (05/15/26)
A3.1	OVERALL BUILDING SECTIONS	0	05/15/2026		60% progress set (05/15/26)
A3.2	WALL SECTIONS	0	05/15/2026		60% progress set (05/15/26)
A3.3	WALL SECTIONS	0	05/15/2026		60% progress set (05/15/26)
A4.1	EXTERIOR ELEVATIONS	0	05/15/2026		60% progress set (05/15/26)
A4.2	EXTERIOR ELEVATIONS	0	05/15/2026		60% progress set (05/15/26)
A4.3	3D AXONOMETRIC - OVERALL VIEWS	0	05/15/2026		60% progress set (05/15/26)
A5.1	DOOR SCHEDULE & DOOR FRAME AND PANEL TYPES	0	05/15/2026		60% progress set (05/15/26)
A5.2	DOOR AND WINDOW FRAME PROFILES	0	05/15/2026		60% progress set (05/15/26)
A9.2.1	DOOR AND WINDOW DETAILS -(201-212)	0	05/15/2026		60% progress set (05/15/26)
A-9.8.1	VERTICAL CIRCULATION DETAILS -(801-812)	0	05/15/2026		60% progress set (05/15/26)
Civil					
C1.0	COVER	0	05/15/2026		60% progress set (05/15/26)
C1.1	NOTES	0	05/15/2026		60% progress set (05/15/26)
C2.1	DEMOLITION PLAN	0	05/15/2026		60% progress set (05/15/26)
C3.1	SITE PLAN	0	05/15/2026		60% progress set (05/15/26)
C4.1	GRADING & DRAINAGE PLAN	0	05/15/2026		60% progress set (05/15/26)
C5.1	UTILITY PLAN	0	05/15/2026		60% progress set (05/15/26)
C6.1	CROSS SECTIONS & DETAILS	0	05/15/2026		60% progress set (05/15/26)
Electrical					
E0.01	LIGHT FIXTURE SCHEDULE, GENERAL NOTES, SYMBOLS & ABBREVIATIONS	0	05/15/2026		60% progress set (05/15/26)
E1.01	GROUND TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
E1.02	SECOND TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
E1.03	THIRD TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
E1.04	FOURTH TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
E4.01	ELECTRICAL ROOM PLAN	0	05/15/2026		60% progress set (05/15/26)
E4.02	ELECTRICAL ENLARGED STAIR A PLANS	0	05/15/2026		60% progress set (05/15/26)



AZ ROC 9-01 082934

Willmeng Construction, Inc.

Job #: 25-03-3933 PRECON Scottsdale NEQ Garage
7350 S Stetson Drive
Scottsdale, Arizona 85251

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E4.03	ELECTRICAL ENLARGED STAIR B PLANS	0	05/15/2026		60% progress set (05/15/26)
E5.01	DETAILS	0	05/15/2026		60% progress set (05/15/26)
E6.03	PANEL SCHEDULES	0	05/15/2026		60% progress set (05/15/26)
E6.05	POWER ONE LINE DIAGRAM	0	05/15/2026		60% progress set (05/15/26)
LS1.01	GROUND TIER PHOTOMETRICS PLAN	0	05/15/2026		60% progress set (05/15/26)
LS1.02	SECOND TIER PHOTOMETRICS PLAN	0	05/15/2026		60% progress set (05/15/26)
LS1.03	THIRD TIER PHOTOMETRICS PLAN	0	05/15/2026		60% progress set (05/15/26)
LS1.04	FOURTH TIER PHOTOMETRICS PLAN	0	05/15/2026		60% progress set (05/15/26)
Fire Protection					
F0.01	GENERAL NOTES, SYMBOLS & ABBREVIATIONS	0	05/15/2026		60% progress set (05/15/26)
F1.01	GROUND TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
F1.02	SECOND TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
F1.03	THIRD TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
F1.04	FOURTH TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
F4.01	ENLARGED ROOM PLAN	0	05/15/2026		60% progress set (05/15/26)
F6.01	STANDPIPE RISER DIAGRAMS	0	05/15/2026		60% progress set (05/15/26)
General					
G0.0	GENERAL COVER SHEET	0	05/15/2026		60% progress set (05/15/26)
G0.1	GENERAL SHEET INDEX & VICINITY MAP	0	05/15/2026		60% progress set (05/15/26)
G0.2	GENERAL PROJECT DATA, GENERAL NOTES, AND ABBREVIATIONS SHEET NUMBER:	0	05/15/2026		60% progress set (05/15/26)
G0.3	GENERAL DRAWING SYMBOLS & GRAPHICS	0	05/15/2026		60% progress set (05/15/26)
G1.1	GENERAL CODE DATA PLAN - GROUND TIER	0	05/15/2026		60% progress set (05/15/26)
G1.2	GENERAL CODE DATA PLAN - SECOND TIER	0	05/15/2026		60% progress set (05/15/26)
G1.3	GENERAL CODE DATA PLAN - THIRD TIER	0	05/15/2026		60% progress set (05/15/26)
G1.4	GENERAL CODE DATA PLAN -TOP TIER	0	05/15/2026		60% progress set (05/15/26)
G1.5	GENERAL EGRESS PLAN - GROUND TIER	0	05/15/2026		60% progress set (05/15/26)
G1.6	GENERAL EGRESS PLAN - SECOND TIER	0	05/15/2026		60% progress set (05/15/26)
G1.7	GENERAL EGRESS PLAN - THIRD TIER	0	05/15/2026		60% progress set (05/15/26)
G1.8	GENERAL EGRESS PLAN -TOP TIER	0	05/15/2026		60% progress set (05/15/26)
Landscape					
LM101	MATERIALS PLAN	0	05/15/2026		60% progress set (05/15/26)
LP101	COVER SHEET	0	05/15/2026		60% progress set (05/15/26)
LP101.2	PLANTING PLAN	0	05/15/2026		60% progress set (05/15/26)
LP101.3	PLANTING PLAN	0	05/15/2026		60% progress set (05/15/26)
Mechanical					
M0.01	MECHANICAL EQUIPMENT SCHEDULE, GENERAL NOTES, SYMBOLS & ABBREVIATIONS	0	05/15/2026		60% progress set (05/15/26)
M0.02	DETAILS	0	05/15/2026		60% progress set (05/15/26)
M1.01	GROUND TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
M1.02	SECOND TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
M1.03	THIRD TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
M1.04	FOURTH TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
M4.01	MECHANICAL ENLARGED ROOM PLANS	0	05/15/2026		60% progress set (05/15/26)



AZ ROC 2-01 062934

Willmeng Construction, Inc.

Job #: 25-03-3933 PRECON Scottsdale NEQ Garage
7350 S Stetson Drive
Scottsdale, Arizona 85251

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Parking Graphics					
PG1.01	PARKING GRAPHICS GROUND TIER STRIPING PLAN	0	05/15/2026		60% progress set (05/15/26)
PG1.02	PARKING GRAPHICS SECOND TIER STRIPING PLAN	0	05/15/2026		60% progress set (05/15/26)
PG1.03	PARKING GRAPHICS THIRD TIER STRIPING PLAN	0	05/15/2026		60% progress set (05/15/26)
PG1.04	PARKING GRAPHICS TOP TIER STRIPING PLAN	0	05/15/2026		60% progress set (05/15/26)
PG2.01	PARKING GRAPHICS GROUND TIER SIGNAGE PLAN	0	05/15/2026		60% progress set (05/15/26)
PG2.02	PARKING GRAPHICS SECOND TIER SIGNAGE PLAN	0	05/15/2026		60% progress set (05/15/26)
PG2.03	PARKING GRAPHICS THIRD TIER SIGNAGE PLAN	0	05/15/2026		60% progress set (05/15/26)
PG2.04	PARKING GRAPHICS TOP TIER SIGNAGE PLAN	0	05/15/2026		60% progress set (05/15/26)
PG5.01	PARKING GRAPHICS PAVEMENT MARKING DETAILS	0	05/15/2026		60% progress set (05/15/26)
PG6.01	PARKING GRAPHICS SIGN SCHEDULE AND DETAILS	0	05/15/2026		60% progress set (05/15/26)
PG7.01	PARKING GRAPHICS SIGN MOUNTING DETAILS	0	05/15/2026		60% progress set (05/15/26)
Plumbing					
P0.01	GENERAL NOTES, SYMBOLS & ABBREVIATIONS	0	05/15/2026		60% progress set (05/15/26)
P0.02	DETAILS	0	05/15/2026		60% progress set (05/15/26)
P1.01	GROUND TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
P1.02	SECOND TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
P1.03	THIRD TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
P1.04	FOURTH TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
P6.01	STORM DRAIN RISER DIAGRAM	0	05/15/2026		60% progress set (05/15/26)
P6.02	COLD WATER RISER DIAGRAM	0	05/15/2026		60% progress set (05/15/26)
Street Light					
SL1	COVER SHEET	0	05/15/2026		60% progress set (05/15/26)
SL3	DETAILS	0	05/15/2026		60% progress set (05/15/26)
Structural					
S0.01	STRUCTURAL STRUCTURAL GENERAL NOTES	0	05/15/2026		60% progress set (05/15/26)
S0.02	STRUCTURAL STRUCTURAL GENERAL NOTES	0	05/15/2026		60% progress set (05/15/26)
S1.00	STRUCTURAL FOUNDATION PLAN	0	05/15/2026		60% progress set (05/15/26)
S1.01	STRUCTURAL GROUND TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
S1.02	STRUCTURAL SECOND TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
S1.03	STRUCTURAL THIRD TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
S1.04	STRUCTURAL TOP TIER PLAN	0	05/15/2026		60% progress set (05/15/26)
S2.01	STRUCTURAL SHEAR WALL ELEVATIONS	0	05/15/2026		60% progress set (05/15/26)
S2.02	STRUCTURAL LIGHT WALL ELEVATIONS	0	05/15/2026		60% progress set (05/15/26)
S4.10	STRUCTURAL STAIR AND ELEVATOR A ENLARGED PLANS	0	05/15/2026		60% progress set (05/15/26)
S4.11	STRUCTURAL STAIR AND ELEVATOR A ENLARGED PLANS	0	05/15/2026		60% progress set (05/15/26)
S4.20	STRUCTURAL STAIR B ENLARGED PLANS	0	05/15/2026		60% progress set (05/15/26)
S4.21	STRUCTURAL STAIR B ENLARGED PLANS	0	05/15/2026		60% progress set (05/15/26)
S4.30	STRUCTURAL STAIR AND ROOF DETAILS	0	05/15/2026		60% progress set (05/15/26)
S4.31	STRUCTURAL STAIR AND ROOF DETAILS	0	05/15/2026		60% progress set (05/15/26)
S5.01	STRUCTURAL TYPICAL CONCRETE DETAILS	0	05/15/2026		60% progress set (05/15/26)
S5.02	STRUCTURAL TYPICAL DETAILS	0	05/15/2026		60% progress set (05/15/26)



AZ P.C.C. B-01 062904

Willmeng Construction, Inc.

Job #: 25-03-3933 PRECON Scottsdale NEQ Garage
7350 S Stetson Drive
Scottsdale, Arizona 85251

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
SS.03	STRUCTURAL TYPICAL MASONRY DETAILS	0	05/15/2026		60% progress set (05/15/26)
SS.10	STRUCTURAL FOUNDATION DETAILS	0	05/15/2026		60% progress set (05/15/26)
SS.11	STRUCTURAL FOUNDATION DETAILS	0	05/15/2026		60% progress set (05/15/26)
SS.20	STRUCTURAL PRECAST COLUMN DETAILS	0	05/15/2026		60% progress set (05/15/26)
SS.30	STRUCTURAL PRECAST BEAM DETAILS	0	05/15/2026		60% progress set (05/15/26)
SS.31	STRUCTURAL PRECAST TEE DETAILS	0	05/15/2026		60% progress set (05/15/26)
SS.32	STRUCTURAL PRECAST TEE DETAILS	0	05/15/2026		60% progress set (05/15/26)
SS.40	STRUCTURAL PRECAST SHEARWALL DETAILS	0	05/15/2026		60% progress set (05/15/26)
SS.41	STRUCTURAL PRECAST LIGHT WALL DETAILS	0	05/15/2026		60% progress set (05/15/26)
SS.50	STRUCTURAL TYPICAL PRECAST CONNECTION DETAILS	0	05/15/2026		60% progress set (05/15/26)
SS.70	STRUCTURAL WATERPROOFING AND EXPANSION JOINT DETAILS	0	05/15/2026		60% progress set (05/15/26)
S6.50	STRUCTURAL LAP SPLICE SCHEDULES	0	05/15/2026		60% progress set (05/15/26)
S6.51	STRUCTURAL LAP SPLICE SCHEDULES	0	05/15/2026		60% progress set (05/15/26)
SL2	PHOTOMETRICS	0	05/15/2026		60% progress set (05/15/26)

05

Project **Schedule**



Scottsdale NEQ Parking Structure



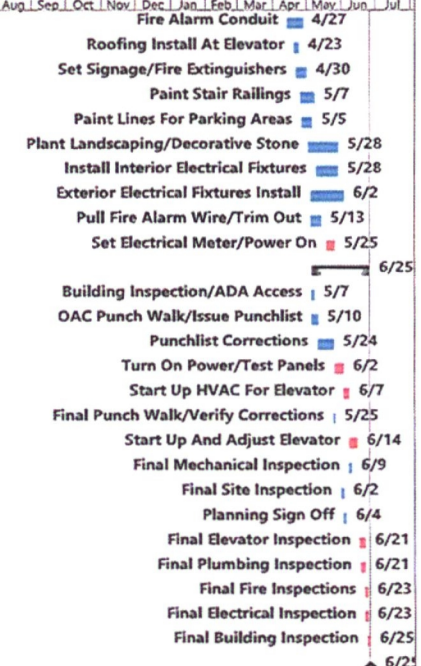
ID	Task Name	Duration	Start	Finish	Quarter																							
					1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th												
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul						
1	City Of Scottsdale NEQ Parking Garage	209 days	Wed 8/26/26	Fri 6/25/27																								
2	Construction	209 days	Wed 8/26/26	Fri 6/25/27																								
3	Move In/Site Exploration/Pre-Demo	26 days	Wed 8/26/26	Thu 10/1/26																								
4	Community Outreach/Notification	5 days	Wed 8/26/26	Tue 9/1/26																								
5	Relocate Existing Dumpsters/Trash Cans	3 days	Thu 8/27/26	Mon 8/31/26																								
6	Survey/Layout Extents	3 days	Fri 8/28/26	Tue 9/1/26																								
7	Set Up Perimeter Fence	3 days	Tue 9/1/26	Thu 9/3/26																								
8	Post Signage/Set Blue Screen	2 days	Wed 9/2/26	Thu 9/3/26																								
9	Set Up Site Office	3 days	Fri 9/4/26	Wed 9/9/26																								
10	Blue Stake Marking	3 days	Tue 9/8/26	Thu 9/10/26																								
11	Private Locator/Pothole Existing Utilities	3 days	Fri 9/11/26	Tue 9/15/26																								
12	Electrical Make Safe	3 days	Fri 9/11/26	Tue 9/15/26																								
13	Remove/Salvage Existing Signage	3 days	Fri 9/11/26	Tue 9/15/26																								
14	Remove/Salvage Existing Light Poles	3 days	Mon 9/14/26	Wed 9/16/26																								
15	Demolish/Haul Off Asphalt Pavement	10 days	Tue 9/15/26	Mon 9/28/26																								
16	Remove/Haul Off Light Pole Bases	3 days	Tue 9/29/26	Thu 10/1/26																								
17	Off Site Utilities	65 days	Thu 9/10/26	Fri 12/11/26																								
18	6th Avenue	38 days	Thu 9/10/26	Mon 11/2/26																								
19	Create And File TCP For Work In 6th Ave	3 days	Thu 9/10/26	Mon 9/14/26																								
20	6th Ave TCP Review/Approval	5 days	Tue 9/15/26	Mon 9/21/26																								
21	Install New Domestic Water Service	10 days	Tue 9/22/26	Mon 10/5/26																								
22	Install New Fire Line/Backflow	10 days	Wed 9/23/26	Tue 10/6/26																								
23	Remove Plates/Patch Back 6th Ave	4 days	Wed 10/7/26	Mon 10/12/26																								
24	Relocate Existing APS Line Along 6th Ave	15 days	Tue 10/13/26	Mon 11/2/26																								
25	Stetson Drive	27 days	Tue 11/3/26	Fri 12/11/26																								
26	Create And File TCP For Work At Stetson Drive	3 days	Tue 11/3/26	Thu 11/5/26																								
27	Stetson TCP Review And Approval	5 days	Fri 11/6/26	Thu 11/12/26																								
28	Install New Electrical Service/X-fmr Pad	15 days	Fri 11/13/26	Mon 12/7/26																								
29	Street Light Modifications	10 days	Fri 11/20/26	Mon 12/7/26																								
30	Remove Plates/Patch Back At Stetson	4 days	Tue 12/8/26	Fri 12/11/26																								
31	Earthwork And Foundations	35 days	Tue 10/13/26	Wed 12/2/26																								
32	Survey/Layout For Structure	2 days	Tue 10/13/26	Wed 10/14/26																								
33	Scarify And Compact Soils	3 days	Wed 10/14/26	Fri 10/16/26																								
34	Layout For Geo-Piers	2 days	Mon 10/19/26	Tue 10/20/26																								
35	Geo-Pier Installation	10 days	Tue 10/20/26	Mon 11/2/26																								
36	Excavate For Footings/Grade Beams	10 days	Thu 10/29/26	Wed 11/11/26																								
37	Excavate For Elevator Pit	2 days	Thu 10/29/26	Fri 10/30/26																								
38	Grade Beam Reinforcing Steel Placement	10 days	Tue 11/3/26	Mon 11/16/26																								
39	Install Fire Riser	2 days	Mon 11/2/26	Tue 11/3/26																								
40	Prep And Pour Elevator Pit Floor	2 days	Mon 11/2/26	Tue 11/3/26																								
41	Set Electrical Stubs Into The Structure	2 days	Tue 11/3/26	Wed 11/4/26																								
42	Form Elevator Pit Walls First Side	2 days	Wed 11/4/26	Thu 11/5/26																								



Scottsdale NEQ Parking Structure



ID	Task Name	Duration	Start	Finish	Quarter																	
					1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter						
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
85	Fire Alarm Conduit	10 days	Wed 4/14/27	Tue 4/27/27																		
86	Roofing Install At Elevator	4 days	Tue 4/20/27	Fri 4/23/27																		
87	Set Signage/Fire Extinguishers	7 days	Thu 4/22/27	Fri 4/30/27																		
88	Paint Stair Railings	10 days	Mon 4/26/27	Fri 5/7/27																		
89	Paint Lines For Parking Areas	7 days	Tue 4/27/27	Wed 5/5/27																		
90	Plant Landscaping/Decorative Stone	20 days	Mon 5/3/27	Fri 5/28/27																		
91	Install Interior Electrical Fixtures	15 days	Mon 5/10/27	Fri 5/28/27																		
92	Exterior Electrical Fixtures Install	20 days	Wed 5/5/27	Wed 6/2/27																		
93	Pull Fire Alarm Wire/Trim Out	7 days	Wed 5/5/27	Thu 5/13/27																		
94	Set Electrical Meter/Power On	5 days	Wed 5/19/27	Tue 5/25/27																		
95	Start Up/Testing/Inspections/Close Out	36 days	Thu 5/6/27	Fri 6/25/27																		
96	Building Inspection/ADA Access	2 days	Thu 5/6/27	Fri 5/7/27																		
97	OAC Punch Walk/Issue Punchlist	3 days	Thu 5/6/27	Mon 5/10/27																		
98	Punchlist Corrections	10 days	Tue 5/11/27	Mon 5/24/27																		
99	Turn On Power/Test Panels	5 days	Wed 5/26/27	Wed 6/2/27																		
100	Start Up HVAC For Elevator	3 days	Thu 6/3/27	Mon 6/7/27																		
101	Final Punch Walk/Verify Corrections	1 day	Tue 5/25/27	Tue 5/25/27																		
102	Start Up And Adjust Elevator	5 days	Tue 6/8/27	Mon 6/14/27																		
103	Final Mechanical Inspection	2 days	Tue 6/8/27	Wed 6/9/27																		
104	Final Site Inspection	2 days	Tue 6/1/27	Wed 6/2/27																		
105	Planning Sign Off	2 days	Thu 6/3/27	Fri 6/4/27																		
106	Final Elevator Inspection	3 days	Thu 6/17/27	Mon 6/21/27																		
107	Final Plumbing Inspection	2 days	Fri 6/18/27	Mon 6/21/27																		
108	Final Fire Inspections	2 days	Tue 6/22/27	Wed 6/23/27																		
109	Final Electrical Inspection	2 days	Tue 6/22/27	Wed 6/23/27																		
110	Final Building Inspection	2 days	Thu 6/24/27	Fri 6/25/27																		
111	Substantial Completion	0 days	Fri 6/25/27	Fri 6/25/27																		



06

Site
Logistics

Willmeng

Scottsdale NEQ Parking Structure Logistics Plan



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Scottsdale NEQ Parking Structure Logistics Plan



1702 E Highland Ave, Suite 400
Phoenix, AZ 85016
480-968-4755

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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 _____, 20____ for Bid No. (bid number), Project No. (project number), (project name), 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 agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 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 agreement. The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court. 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 _____, 20_____.

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 _____, 20____, for Bid No. (bid number), Project No. 22SQ012, 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 _____, 20____.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

EXHIBIT F
CITY OF SCOTTSDALE PUBLISHED BENCHMARKS

CERTIFICATE OF USE

CONTRACT NAME:

CONTRACT NO.:

PROJECT NO.:

To the City of Scottsdale:

In compliance with the City of Scottsdale's Design Standards & Policies Manual (DS&PM), Sections 9-1.1 and 9-1.301, it is the City's intent that the _____ must use both horizontal and vertical benchmarks with City of Scottsdale published values for any survey on all public works projects. Those published values are available for public use at the following City website: <http://eservices.scottsdaleaz.gov/landsurvey/>. **AT LEAST ONE HORIZONTAL AND ONE VERTICAL BENCHMARK MUST MATCH THE NORTHING, EASTING AND/OR ELEVATION VALUES PUBLISHED ON THE CITY OF SCOTTSDALE'S WEBSITE.**

Having read and understood Sections 9-1.1 and 9-1.301 of the DS&PM, and as a Land Surveyor registered in the State of Arizona, I certify that we will be using the following City of Scottsdale horizontal and vertical datum to perform the topographic survey for the above named contract and project. These benchmarks will be shown on the cover sheet of the design and construction plans.

Benchmark No. 1:

Horizontal datum:

Vertical datum:

GPS Point: _____

GPS Point: _____

N: _____

Elevation: _____

E: _____

Benchmark No. 2:

Horizontal datum:

Vertical datum:

GPS Point: _____

GPS Point: _____

N: _____

Elevation: _____

E: _____

Certified By: _____

(Seal in Area Below)

Print Name: _____

Title: _____

EXHIBIT G

CONTRACTOR E-VERIFY COMPLIANCE WARRANTY

Contract Title/Number ("Contract"): _____

Contractor (Legal Name): _____

E-Verify Company ID#: _____

Date of Enrollment: _____

The undersigned contractor ("Contractor") hereby represents, warrants, and certifies to the City of Scottsdale that:

- The Contractor has employees that will be providing services within the State of Arizona and agrees with the following:
 1. The Contractor complies with all federal immigration laws.
 2. The Contractor is registered with and actively uses the federal E-Verify system to verify employment eligibility of all newly hired employees in Arizona, as required by Arizona Revised Statutes § 41-4401 and § 23-214(A).
 3. The Contractor does not employ unauthorized aliens for the performance of services related to the Contract.
 4. The Contractor shall retain records demonstrating E-Verify compliance and will produce such records upon request from the City.
 5. The Contractor will require all subcontractors who perform work under the Contract within the State of Arizona to comply with these requirements.

- The Contractor and any of its subcontractors do not have employees within the State of Arizona or employees that will be providing services for the Contract in the State of Arizona.

A breach of this warranty is considered a material breach of contract, subject to penalties up to and including termination of the contract. The undersigned represents and warrants that he or she is duly authorized to execute this warranty on behalf of Contractor.

Authorized Representative Signature: _____

Name: _____

Title: _____

Date: _____