



Item 13

Transportation & Infrastructure Department

Memorandum

To: Honorable Mayor Borowsky and City Council
From: Alison Tymkiw, Senior Director – City Engineer
Date: April 7, 2026
Subject: Regular Agenda Item 13 - April 14, 2026 City Council Meeting

This memo is to inform you of a correction to the council report for the award of Contract No. 2026-048-COS. The table in the Resource Impacts section regarding Available Funding for the project is being replaced with a new table. The previous table was reporting committed funds in the third column however it should report the funds spent to date. This error is now corrected in the report.

CITY COUNCIL REPORT



Meeting Date: April 14, 2026
General Plan Element: **Public Services and Facilities**
General Plan Goal: **Provide city service facilities to meet the governmental, administrative, public safety, emergency, social, human, cultural, informational, and maintenance needs of the community.**

ACTION

Design Build Manager Construction Phase Contract for Bond Project No. 63, Old Town Parking Structure. Adopt Resolution No. 13635 authorizing:

1. Design Build Manager Contract No. 2026-048-COS with Chasse Building Team, in the amount not to exceed \$3,820,557.00 for Design-Build Manager (DBM), Phase One GMP1 construction services for Capital Project PD2101 - Bond 2019 Project No. 63 - Build Parking Structures in Old Town for the Brown Avenue Parking Structure Expansion.

BACKGROUND

In 2017, city staff commissioned a study for the existing structure and the feasibility to add additional levels to this existing structure. The current structure was designed to accommodate up to three additional levels. The study confirmed that the existing structure, originally constructed in 2004, was in good condition and capable of supporting additional floors. They recommended two options: Option 1, add three levels and eliminate the east west alley access, or Option 2, add two levels with elevated second level allowing east/west access for high profile vehicles. At an April 16, 2024, City Council Work Study session, staff presented the expansion of the 1st Street and Brown Parking structure along with other options to expand parking in Old Town.

On July 1, 2024, Council gave direction to staff to use a portion of this funding to proceed with the addition of two levels to the existing City-owned parking structure at 1st Street and Brown Avenue. As the project will expand the existing facility by adding additional levels, the Design Build Manager (DBM) alternative delivery method was chosen to streamline design and construction and to control construction cost through the design process. Staff issued solicitation RFSQ-072024-190 for DBM services. Eight firms submitted statements of qualification. In accordance with ARS §34-603 (C)(1)(f) the panel ranked Chasse Building Team number one, selecting Chasse Building Team as the most qualified firm. Staff negotiated the fee for the Design Build Manager (DBM) preconstruction/design phase services. At the February 11, 2025, City Council meeting, council adopted Resolution 13318

authorizing contract 2025-004-COS for DBM Preconstruction Phase services with the Chasse Building Team, Inc.

ANALYSIS & ASSESSMENT

Recent Staff Action

As the design for the parking garage structure is finalized, a Phase One, Guaranteed Maximum Price (GMP1)-contract is required for the long lead procurement and preparatory work for garage construction. GMP1 includes long lead time items including precast structural members and steel. This contract is necessary to ensure the parking structure can be complete for use for Spring Training 2027.

Community Involvement

Significant community outreach was completed for input during design. Three outreach meetings were held for public comment and the project team has made the pre-application submittal to Planning.

RESOURCE IMPACTS

Available funding

Funding for this project is available in PD2101.

Project	Total Project Budget (in millions)	Funds Spent (in millions)	Remaining Budget (in millions)	Funding Sources
PD2101– Build Parking structures in Old Town	20.96	0.54	20.42	2019 Bond

Staffing, Workload Impact

The contract administrator responsible for enforcement of all provisions of the contract is Roger Berna, Senior Project Manager, Capital Project Management.

Maintenance Requirements

New facilities will be maintained in like fashion to the existing. There will be additional cost for maintaining and cleaning the added areas.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 13635 authorizing Design Build Manager Contract No. 2026-048-COS with Chasse Building Team in the amount of \$3,820,557.00 for Design-Build Manager, Phase One, GMP1 Construction services for Capital Project PD2101 - Bond Project No. 63 - Build Parking Structures In

Old Town for the Brown Avenue Parking Structure Expansion. This contract will be for Phase One, early long lead material purchase, and preparation for Phase Two construction.

Proposed Next Steps

Upon Council approval, the DBM will issue subcontracts for material purchase and services. It is anticipated that Phase Two will follow with a second GMP (GMP2) for Council approval in June of 2026 for the balance of the construction.

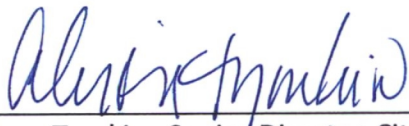
RESPONSIBLE DEPARTMENT(S)

Community Services Division, Capital Project Management

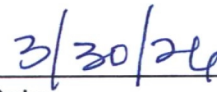
STAFF CONTACT

Roger Berna, Sr. Project Manager, rberna@scottsdaleaz.gov, (480) 312-7845

APPROVED BY



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



Date

ATTACHMENTS

1. Resolution 13635
2. Location Map
4. Contract 2026-048-COS

RESOLUTION NO. 13635

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. 2026-048-COS BETWEEN THE CITY AND CHASSE BUILDING TEAM, INC. IN AN AMOUNT NOT TO EXCEED \$3,820,557.00 TO PROVIDE DESIGN BUILD MANAGER (DBM) PHASE ONE CONSTRUCTION SERVICES FOR CAPITAL PROJECT PD2101 - 2019 BOND PROJECT NO. 63 - BUILD NEW PARKING STRUCTURES IN OLD TOWN SCOTTSDALE FOR THE BROWN AVENUE PARKING STRUCTURE EXPANSION.

WHEREAS, the City wishes to construct Capital Project PD2101 - Bond 2019 Project No. 63 - Build Parking Structures in Old Town for the Brown Avenue Parking Structure Expansion, located at 7234 East Second Street.

WHEREAS, Chasse Building Team, Inc. has been selected by the City through a competitive process (RFSQ-072024-190) to provide the necessary construction services; and

WHEREAS, Chasse Building Team, Inc. is qualified to render the 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 (DMB) Contract No. 2026-048-COS between the City and Chasse Building Team, Inc. for Phase One construction services for Capital Project PD2101 - Bond 2019 Project No. 63 - Build Parking Structures in Old Town for the Brown Avenue Parking Structure Expansion, in an amount not to exceed Three Million Eight Hundred Twenty Thousand Five Hundred Fifty-Seven dollars (\$3,820,557).

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, Interim City Attorney
By: Lydia Tulin, Assistant City Attorney

ATTACHMENT 1



INDIAN SCHOOL ROAD

SCOTTDALE ROAD

BROWN AVENUE

PROJECT LOCATION

1ST STREET



2ND STREET

DRINKWATER BOULEVARD

ATTACHMENT 2

PROJECT TITLE		LOCATION MAP			
DEPT. T&I	M.M. RAH	DATE 3/26	SCALE NTS	SHT. 1 OF 1	





CITY OF SCOTTSDALE

DESIGN-BUILD MANAGER CONTRACT

FOR CONSTRUCTION SERVICES

PROJECT NO. RFSQ-072024-190

BOND PROJECT 63 – BUILD PARKING STRUCTURE IN OLD TOWN SCOTTSDALE

CONTRACT NO. 2026-048-COS

ATTACHMENT 3

TABLE OF CONTENTS

RECITALS.....1

ARTICLE 1 – THE DBM'S SERVICES AND RESPONSIBILITIES4

ARTICLE 2 – THE CITY'S SERVICES AND RESPONSIBILITIES 16

ARTICLE 3 – CONTRACT TIME 19

ARTICLE 4 – CONTRACT PRICE 22

ARTICLE 5 - CHANGES TO THE CONTRACT PRICE AND TIME.....27

ARTICLE 6 – PROCEDURE FOR PAYMENT 34

ARTICLE 7 – CLAIMS AND DISPUTES..... 40

ARTICLE 8 – SUSPENSION, TERMINATION AND CANCELLATION.....43

ARTICLE 9 – INSURANCE AND BONDS 46

ARTICLE 10 – INDEMNIFICATION 52

ARTICLE 11 – GENERAL PROVISIONS..... 54

ARTICLE 12 – BENCHMARKS 67

ARTICLE 13 – DEFINITIONS 67

EXHIBIT A - PROJECT DESCRIPTION

EXHIBIT B - HOURLY RATE SCHEDULE/SUBMITTAL REQUIREMENTS FOR GMP

EXHIBIT C - STATUTORY PERFORMANCE BOND

EXHIBIT D - STATUTORY PAYMENT BOND

EXHIBIT E - CITY OF SCOTTSDALE PUBLISHED BENCHMARKS

CITY OF SCOTTSDALE

DESIGN-BUILD MANAGER CONTRACT

FOR CONSTRUCTION SERVICES

PROJECT NO. RFSQ-072024-190

BOND PROJECT 63 – BUILD PARKING STRUCTURE IN OLD TOWN SCOTTSDALE

CONTRACT NO. 2026-048-COS

THIS DESIGN-BUILD MANAGER CONTRACT FOR CONSTRUCTION SERVICES ("Contract") is entered this ____ day of _____, 202____, ("Effective Date") between the City of Scottsdale, an Arizona municipal corporation, (the "City") and Chasse Building Team, 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 construction services.
- B. The City intends to design and construct the Bond Project 63 – Build Parking Structure in Old Town Scottsdale Project, as more fully described in the Project Description, attached as **Exhibit A** and by reference made a part of this Contract. The street address or physical address of the construction site is 7234 E. Second Street, Scottsdale, Arizona.
- C. To undertake the construction administration of this Project, the City has assigned the appropriate personnel to manage and inspect the Project.
- D. The Design-Build Manager ("DBM") has represented to the City its ability to manage design services and to construct the Project. Based on these representations the City engages DBM to provide these services and construct the Project.
- E. Preconstruction Contract No. 2025-004-COS has been executed previously between the City and the DBM for Preconstruction Services (the "Preconstruction Contract"). A copy of the Preconstruction Contract is on file in the offices of Transportation & Infrastructure. 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 design and construction 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. This project is to be constructed in phases: the first phase is Guaranteed Maximum Price (GMP) 1 for long lead

material purchases and the second phase is Guaranteed Maximum Price (GMP) 2 for the balance of construction.

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 Cooperative 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, as defined in A.R.S. §34-101(16), 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 491 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, stated in the GMP, as may be amended from time to time, as stated in Exhibit C, attached 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 the of \$3,820,557.00 as stated in detail in the GMP One Proposal attached as Exhibit C.

4.1.2. The Contract Price 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(s) is provided 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 savings will be returned to the City.

2. Any savings realized during construction may be incorporated into the

construction of the Project to fund additional scope items or will be returned to the City upon the City's request.

4.5.3. The Cost of the Work (Direct Costs), plus the DBM Indirect Costs, plus taxes, plus the City's Project Contingency 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. It includes direct labor costs, subcontract costs, design fees, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building and licensing permit fees, materials testing, General Conditions, and warranty of the work together with self-performed work that the DBM established in the Sub-Contractor Selection Plan. The Cost of Work does not include the DBM's Construction Fee, taxes, bonds or insurance costs.
2. The DBM's Indirect Costs include the costs for General Conditions, Payment and Performance Bonds, Insurance, DBM Construction Fee, Taxes.
 - a. DBM Construction Fee is a negotiated percentage or fixed fee that is proposed by the DBM for the project as defined in Article 13. It is for additional services and management of the Project.
 - b. 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.
 - c. Bonds and Insurance are fixed percentages that will be applied to Cost of Work, and General Condition Costs as detailed in the GMP Proposal.
 - 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.

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

For information on how to obtain a combined State of Arizona and

City of Scottsdale Privilege (Sales) Tax License, please go to the following websites: <https://azdor.gov/transaction-privilege-tax/tpt-license/applying-tpt-license>

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 full contract price for construction. Taxes will be applied by the DBM at the time of the City's Project Contingency as an additional negotiated Construction Fee.
 4. The Total Cost of Work, plus the DBM Indirect Costs plus the City's Project Contingency equals the Total GMP.
 5. 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 adjustments for a Change Order. Upon reaching an agreement, the parties will prepare and execute an appropriate Change Order reflecting the terms of the adjustment. The change in Work may or may not include an adjustment in the Contract Price 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. 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, and 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 The City may direct the DBM to perform additional work under the Contract Documents by issuing a Construction Change Directive when time and/or cost of the Work is not in agreement between the City and the DBM. During the pendency of a resolution of the price and/or time adjustments between the City and the DBM, the DBM may not suspend work and will comply with the Construction Change Directive.

5.7 UNILATERAL DETERMINATION OF CHANGE ORDER VALUE

If no mutual agreement occurs between the City and the DBM, the change in Contract Price or GMP, 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 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 PRECEEDING PROVISIONS SHALL BE CONSIDERED TO HAVE BEEN WAIVED AND SHALL BE DISMISSED.
- 7.1.5. In the event the Contractor seeks to make a claim for an increase in the Contract Price 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:

Roger Berna, Principal Project Manager,
Contract Administrator
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:

Scott Turner, 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:

Scott Hubbard, President
230 S Siesta Lane
Tempe, Arizona 85288

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:

Adam Johnson
230 S Siesta Lane
Tempe, Arizona 85288

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, 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, except for Contractors Professional Liability insurance, 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. The policies are to contain, or be endorsed to contain, the following provisions:

- 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.
- 9.3.2. Contractors Professional Limits of Liability. 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.
- 9.3.3. 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 requires 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 coverages for Subcontractors and Subconsultants must be in the amounts shown in Article 9.2. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 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, by certified mail, return receipt requested to:

The 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 insurance requirements in this Article 9 must be approved by the City's Risk Management Division, whose decision is final. Said variation 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 Documents 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 the City: Roger Berna
Contract Administrator
Transportation & Infrastructure
City of Scottsdale
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251

Copy to: Scott Turner,
Construction Administration Supervisor
Transportation & Infrastructure
City of Scottsdale
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251

To The Design-Build Manager: Adam Johnson, Project Executive
Chasse Building Team, Inc.
230 S Siesta Lane
Tempe, AZ 85288

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, 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 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.

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 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 which may be required to complete the scope of 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" – means a written order to the DBM executed by the City after execution of this Contract, directing a change in the Work. A Change Order may include a change in the Contract Price (other than a change attributable to damages to the DBM for delay as provided in Article 5 hereof) or the time for the DBM's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the City may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the contract amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the DBM may begin billing (subject to the requirements for pay applications provided elsewhere herein) as the work is performed. Change Orders must comply with the provisions of Rule 2-200.1 of the City's Procurement Code, as amended.

"The City" – 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.

"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 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" – means an alternate mechanism for directing the DBM to perform additional work under the Contract when time and/or cost of the work is not in agreement between the City and the DBM. During the pendency of a resolution of the price and/or time adjustments between the City and the DBM, the DBM may not suspend work and will comply with the Construction Change Directive. Construction Change Directives must comply with the provisions of Rule 2-200.1 of the City's Procurement Code.

"Construction Documents" – means the plans, specifications and drawings prepared by the DBM's design professional after correcting for permit review requirements and incorporating addenda and approved Change Orders, or Contract Modifications.

"Construction Fee" – means the DBM's administrative costs, home office overhead, and profit, whether at the DBM's principal or branch offices for the construction 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 construction phase.

"City's Project Contingency" – means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from the City's direct 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 DBM's GMP packages. Use and management of the

City's Contingency is described in Article 4.4.3.7. The City's Contingency is an amount to cover changes initiated by the City, which may be incorporated into the GMP as an allowance at the City's discretion.

"Contract" – means this written document signed by the City and the DBM covering the design and construction of the Project, and including other documents itemized and referenced in or attached to and made a part of this Contract.

"Contract Administrator" – means the person designated in Article 7.3.1.

"Contract Modification" – means a written order signed by an authorized representative of the City and which approves changes in the scope of work, in the total compensation or time allowed for completion of services or modifications to other contract terms consistent with S.R.C. Sec. 2-200.

"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 Design-Build Construction Contract, including all exhibits and attachments; (iii) the Preconstruction Contract, including all exhibits and attachments; (iv) written Supplementary Conditions; (v) Construction Documents; (vi) DBM's GMP Proposal(s), GMP Plans and Specifications.

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

"Cost of the Work" – means the direct costs necessarily incurred by the DBM in the proper performance of the Work. The Cost of the Work will include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees, Design Fee, materials testing, profit and related items. The Cost of Work does not include the DBM's Construction Fee, taxes, bonds, or insurance 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 DBM in performing the Scope of Work described in this Contract. 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 in which:

- (a) There is a single contract for design services and construction services, except that instead of a single contract for design services and construction services, the agent may elect separate contracts for preconstruction services and design services during the design phase, for construction and design services during the construction phase and for any other construction services.
- (b) Design and construction of the project may be either:
 - i. Sequential with the entire design complete before construction commences.
 - ii. Concurrent with the design produced in two or more phases and construction of some phases commencing before the entire design is complete.
- (c) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

"DBM" or "Design Build Manager" – means the firm, corporation, or other approved legal entity selected by the City to provide design and construction services as detailed in this Contract, and with whom the City has entered into a Contract to do the work.

"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.

"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 Fee" – means the 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 Phase Services" – means all professional services to be performed or procured by the DBM to provide the required Project design under this Contract and any subsequent amendments.

"Differing Site Conditions" – means compliance with M.A.G. Standard Specifications Subsection 102.4.

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

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

"General Conditions Costs" – means costs incurred by the DBM during the construction phase and includes but is 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 documents used to establish the GMP and made part of this Contract by reference.

"Guaranteed Maximum Price" or "GMP" – means the sum of the maximum Cost of the Work as given in the GMP proposal, including design and construction; the DBM's Construction Fee; General Conditions; Taxes, Payment and Performance Bonds, Insurance Costs; permit and licensing fees; sales tax, DBM Indirect Costs, and Project Contingency.

"Guaranteed Maximum Price (GMP) Proposal" – the offer or proposal of the DBM submitted on the prescribed form stating the GMP prices for the entire Work (which includes design and construction, DBF Construction Fee, General Conditions, Taxes, Bonds, Insurance, Permit and License Fees, Sales Tax, DBM Indirect Costs, and Project Contingency) 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.

"Indirect Costs" - include the DBM Construction Fee, the DBM contractor management costs such as DBM staff, office space, phones, copiers, faxes, etc., and general requirements such as sweeping, temporary fencing, and permitting, licensing, and inspections. The General Conditions, the DBM Construction Fee, Payment and Performance Bonds, Insurance, Taxes, and Permitting and Licensing Fees equal the DBM Indirect Costs.

"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.

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

"Notice to Proceed" 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.

"Payment Request" – means a monthly progress payment request, which 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" – means advice given during the design phase. 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 Premises, 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. Preconstruction Services have been contracted for between the City and the Design-Build Manager, as required by A.R.S. § 34-603(C)(1)(c).

"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" drawings.

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

"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, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

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

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

"Shop Drawings" – mean drawings, diagrams, schedules and other data specially prepared for the Work by the 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 generally described as approximately 1.17 acres of land located at 7234 E. Second Street, Scottsdale, Arizona. 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 construction phase Work for which the DBM is responsible, and includes materialmen and suppliers. All Subcontractors must be selected in accordance with the selection plan set forth in Article 1.11 of the DBM's 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 to furnish materials or equipment to be incorporated in the construction phase Work by the DBM or any Subcontractor.

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

[END OF TEXT- SIGNATURE PAGE TO FOLLOW]

THE CITY OF SCOTTSDALE, by its Mayor and City Clerk have subscribed their names this
_____ day of _____, 20____.

CITY OF SCOTTSDALE,
an Arizona municipal corporation

ATTEST:

By: _____
Lisa Borowsky, Mayor

By: _____
Ben Lane, City Clerk

DESIGN BUILD MANAGER:
CHASSE BUILDING TEAM, INC.
an Arizona corporation

By: _____
Print Name & Title: Barry Chasse, President

RECOMMENDED:

By: _____
Roger Berna, City Contract Administrator

By: _____
Jenn Myers, MPA, CPPO, NIGP-CPP, CPPB
Purchasing Director

CITY OF SCOTTSDALE REVIEW:

By: _____
Alison Tymkiw, Senior Director - City Engineer

By: _____
George Woods, Safety & Risk Management Director

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY



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

EXHIBIT A

PROJECT DESCRIPTION

Scope of work anticipated under this Contract include the following:

Guaranteed Maximum Price One for the Brown Ave Parking Structure for long lead material purchase and preparatory construction work . Specific items will include: Survey work, Structural Concrete (material and labor), Precast Concrete (design and material only), Masonry (material and labor), Steel (shop drawing and detail), Elevator (material and labor), Fire Sprinkler (shop drawing and detailing), Fire Alarm (shop drawing and detailing), Demolition (labor and equipment).

CONTRACT NO. 2026-048-COS

EXHIBIT B
PRECONSTRUCTION CONTRACT

PRECONSTRUCTION PHASE SERVICES CONTRACT

2025-004-COS

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

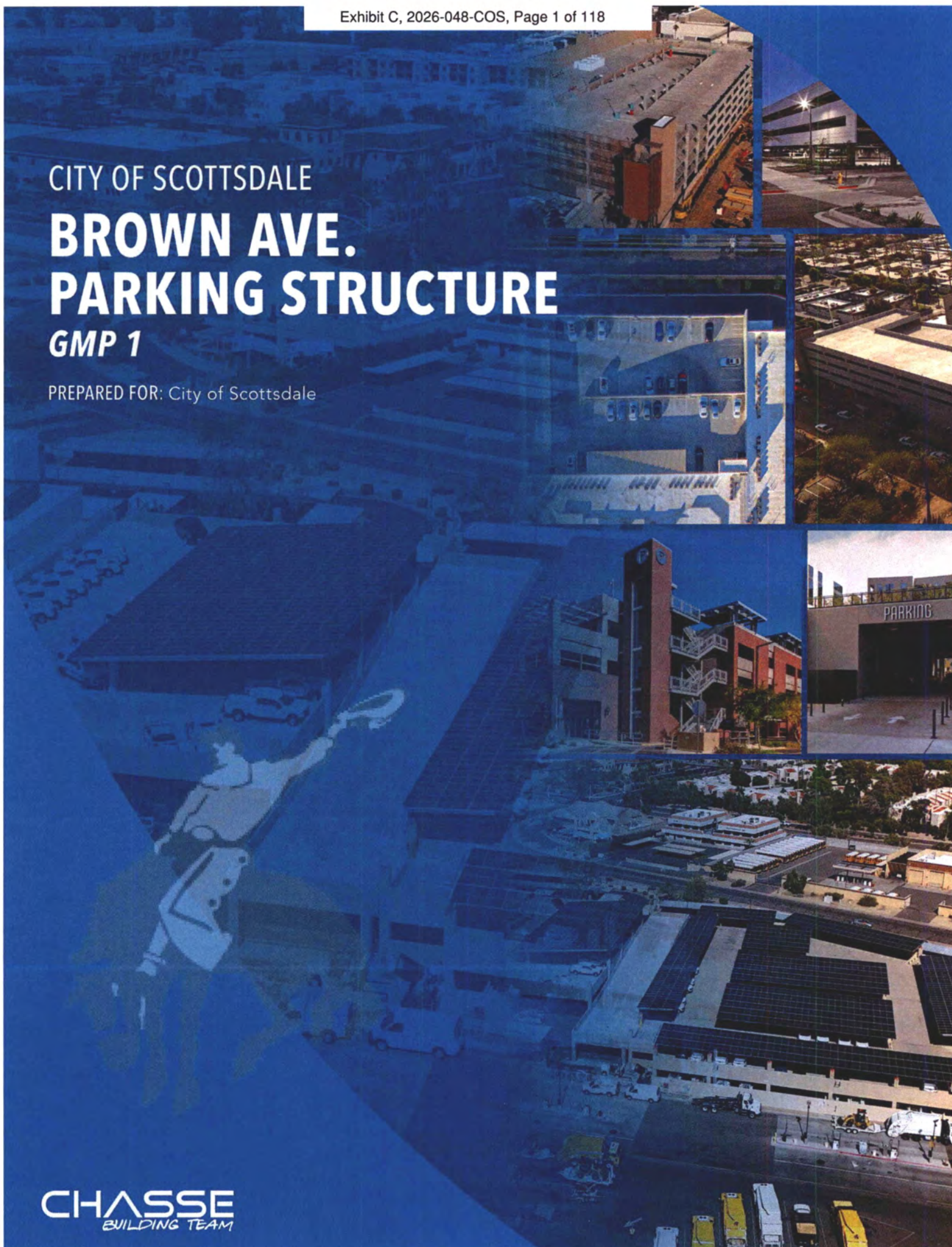
<HTTPS://ESERVICES.SCOTTSDALEAZ.GOV/CITYCLERK/DOCUMENTSEARCH>

CITY OF SCOTTSDALE

BROWN AVE. PARKING STRUCTURE

GMP 1

PREPARED FOR: City of Scottsdale



Brown Ave Parking Structure

Date March 19, 2026
 Estimate 100% DD



DESCRIPTION / TRADE			GMP 1
01170	Survey		25,225
03100	Structural Concrete		1,179,658
04100	Precast		911,400
04100	Masonry		194,830
05100	Steel		46,424
14100	Elevators		250,550
21100	Fire Sprinkler		12,600
28100	Fire Alarm		3,434
32200	Demo		260,788
00999	Design/Preconstruction Fee		
00999	General Conditions		332,080
	SUBTOTAL		3,216,989
	Contractor's Contingency	3.00%	114,617
	Liability Insurance	1.20%	45,847
	Performance & Payment Bond	1.10%	42,026
	Builders Risk	1.00%	38,206
	Fee	5.00%	172,885
	Scottsdale Gross Receipts Tax	5.233%	189,988
	TOTAL		3,820,557

EXHIBIT C

GMP SUMMARY			AMOUNT
	COST OF THE WORK - DIRECT COSTS	AMOUNT	
A	Sub-Contractors' Cost of the Work (Labor, Materials, Equipment, Warranty, Insurance, Profit)	\$2,884,909	
B	DBM Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)		
C	Total Cost of the Work (A+B)		\$2,884,909
	INDIRECT COSTS	AMOUNT	
D	General Conditions (Negotiated Amount)	\$332,080	
E	Total Cost of the Work + General Conditions Fee (C+D)		\$3,216,989
F	DBM Construction Fee (% of E or Negotiated Fixed Fee)	\$172,885	
G	Payment and Performance Bonds (On E. Total Cost of the Work + General Conditions Fee)	\$42,026	
H	Insurance (Additional DBM's Insurance not provided in the Total Cost of the Work)	\$84,052	
I	Subtotal Direct + Indirect Costs (E+F+G+H)		\$3,515,952
J	Taxes (Actual Reimbursable limited by Not to Exceed)	\$189,988	
K	Project Subtotal (I+J)		\$3,705,940
L	CITY'S PROJECT CONTINGENCY (As determined by the City)	\$114,617	
M	TOTAL GMP (Not to Exceed) (K+L)		\$3,820,557

[Forecast Outcome](#)

PROJECT: Brown Ave Parking Structure
 BID ABSTRACTS FOR: Survey



				Sub-Contractor	Benchmark	Lemme Associates			
				Contact	Bj Bautista	Cori Dennett			
				Email	bautista@azbenchmark.c	cori@lemme-eng.com			
				Phone	480-861-0011	(602) 841-6904			
				Base Bid	\$8,925	\$18,000			
	QTY	UM	\$						
SITE AND UTILITIES:									
Onsite				Included		Included			
Offsite				Included		Included			
Horizontal Control				Included		Included			
Building(s) & Structure(s)				Included		Included			
Fire & Water				Included		Included			
Curb				Included		Included			
Sidewalks				Included		Included			
Hardscape				Included		Included			
Bluetop Set on Finish Floor				Included		Included			
As-builts				Included		Included			
As-Built Drawings - Civil As-Built Per City Requirements Only				Included		Included			
Office Calculations				Included		Included			
BID FORECASTED COST:									
Complete Existing Surveying per Coreslab Requirement	80	HRS	195		15,600	18,000			
Vertical Control	4	HRS	175		700	900			
Bid Forecasted Cost Total:					\$ 16,300	\$ 18,900	\$ -	\$ -	\$ -
Total Budget: Base Bid + Bid Forecasted Costs					\$25,225	\$36,900			



LEMME ASSOCIATES AZ

PROPOSAL FOR PROFESSIONAL SERVICES

CLIENT:
 Name _____
 Mailing Address _____

 Phone: _____ Cell: _____
 Email: _____

PROPERTY OWNER:
 Name _____
 Address _____

 Phone: _____ Cell: _____
 Email: _____

PROPERTY LOCATION: Assessor's Parcel No. _____
 7234 EAST 2ND ST
 SCOTTSDALE, AZ _____ Sec _____ T _____ R _____ AZ CA

DESCRIPTION OF PROJECT:

BROWN AVENUE PARKING GARAGE

DESCRIPTION OF PROPOSED SERVICES:

SURVEY

- | | |
|--|--|
| <input type="checkbox"/> Elevation Cert. (FEMA) _____ | <input type="checkbox"/> ALTA _____ |
| <input type="checkbox"/> Boundary Survey _____ | <input type="checkbox"/> Map Recording Process _____ |
| <input type="checkbox"/> Topo Survey - Locate Features _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Topo Survey - For Design _____ | <input type="checkbox"/> _____ |

CONSTRUCTION STAKING

SITE WORK AND GRADING

- ROUGH grade site including retention basins
 FINISH grade site including retention basins

PARKING LOT/ROADWAY

- Rough Subgrade _____ 50' foot grid
 Bluetop Subgrade _____ 50' foot grid
 Bluetop ABC at _____ 25' foot grid/stations
 Curb and Gutters, Islands, Trash Enclosures

UTILITIES

- Storm sewer staking and control _____ 50' 'Stations
 San. sewer staking and control _____ 25' 'Stations
 Water line staking and control _____ 50' 'Stations
 Drywell and catch basin locations
 Light pedestals located and graded

BUILDING

- Pad, Main Corners, Grade
 Building Finish Floor/Pad Certification

MISCELLANEOUS

- Calculations / Office Support
 As-Builts (*Under Ground Must Be Open Trench!*)
 New curb and gutter (off site)
 Wall Location, Trash Enclosures, Walks
 Gridlines - First Floor
 Gridlines - Upper Floors Add _____ / floor
 Utilities, build grid, curb, sidewalk, etc...

ADDITIONAL SCOPE OR COMMENTS

- Modification to approved plans for As-Builts is at Time and Material Rate.
 Endorsements to insurance certificates, requested by client, that carry fees will be additional to the contract
 Need Civil AutoCAD File, PDF of City Approved Plan Set & Survey Control Plan with Coordinate Data

NOTE: 1) Contract Charges and all Outstanding Change Orders, Extra Billing And Reimbursable Expenses must be paid prior to receipt of "As-Built" Drawings.
 2) **BID ITEMS INCLUDE:** ONE set of stakes per structure or activity, providing line and grade, defined as an offset to centerline or edge of structure and reference benchmark elevation.
 3) This bid may be subject to change, contingent upon review comments, if any.

FEES FOR SERVICES: TOTAL LUMP SUM BID: TIME AND MATERIAL: ITEMIZED ABOVE

Total Contract \$18,000 NTE

_____ Initial

CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. **Scope:** Consultant agrees to perform the services set forth on sheet 1 incorporated herein by this reference ("Services").
2. **Compensation:** Client agrees to compensate Consultant for its Services as noted hereon **OR** according to the schedule of payments if attached hereto as Exhibit "B" and incorporated herein by this reference ("Schedule"). Consultant reserves the right to increase the fees set forth in Exhibit "A" at reasonable intervals. **Endorsements to insurance certificates or additional coverage, requested by client, that carry fees will be additional to the contract.**
3. **Documentation:** Client agrees to provide Consultant with any and all documents necessary to identify the ownership, location and condition of the Property, including, but not limited to, deeds, maps, title information, and permits; and to obtain for Consultant the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.
4. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, employees, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
5. **Estimate is valid for 30 days. Revisions to the bid set prior to 30 days may also affect bid cost.**
6. **Payment by credit card is available upon request, there is an additional 4% processing fee.**

SCHEDULE OF FEES
FOR TIME AND MATERIAL SERVICES

PRINCIPAL	\$ 275.00 PER HOUR
REGISTERED PROFESSIONAL ENGINEER/SURVEYOR	\$ 275.00 PER HOUR
INSPECTION & CONSTRUCTION MANAGEMENT	\$ 225.00 PER HOUR
EXPERT WITNESS	\$ 275.00 PER HOUR
CAD DRAFTING	\$ 100.00 PER HOUR
CLERICAL / OFFICE SUPPORT	\$ 100.00 PER HOUR
DESIGN PROFESSIONAL	\$ 225.00 PER HOUR
FIELD SURVEY PARTY AND EQUIPMENT - SURVEY CREW 2 MAN	\$ 225.00 PER HOUR

OTHER COSTS

MAP RECORDING PROCESS
FEES REQUIRED BY GOVERNMENT AUTHORITIES TO BE PAID BY CLIENT

EXPEDITED SERVICES WILL BE BILLED 1.5 TIMES THE CONTRACT RATES

(Lemme Associates always strives to provide our products/services in the most timely manner. Therefore, Expedited Service may require overtime for employees involved in the project. Expedited Service applies only to work performed by Lemme Associates and does not include any expedited Municipal Review)

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CONSULTANT:

By: MARK SIDLER RLS 28232

Title PRESIDENT

Date: 03/03/2026
survey@lemme-eng.com, marcus@lemme-eng.com

CLIENT:

By: _____

Printed Name: _____

Date: _____

March 2, 2026

Katheryn Chavez
Chasse Building Team

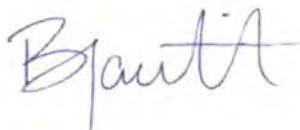
Re: Brown Avenue Parking Garage

As requested, I am pleased to provide a proposal for construction staking services on the above referenced project. I have prepared this proposal from Kimley Horn's Civil Plans dated 02-03-26. I have included the following to be considered as an express part of our agreement:

Attachment "A" – Scope of Services/Fee Schedule/Assumptions & Exclusions.

We look forward to our working relationship with you and your company. If you have any questions or concerns, please feel free to call me at your convenience at 480-861-0011 or email me at bbautista@azbenchmark.com.

Sincerely,

A handwritten signature in blue ink that reads "Bautista". The signature is written in a cursive, flowing style.

BJ Bautista, R.L.S.
Benchmark Surveying & Consulting, LLC

CONSTRUCTION STAKING SCOPE & FEE SCHEDULE FOR:

BROWN AVENUE PARKING GARAGE

1	<p>Calibration and Control</p> <ul style="list-style-type: none"> Calibrate site horizontally and vertically and produce horizontal control sheet for staking project. Establish additional onsite control for use during project. 	\$1,000
2	<p>Office Calculations</p> <ul style="list-style-type: none"> Provide control calculations needed to layout the project. QA/QC field data to ensure quality of work. 	\$1,800
3	<p>Limits/Removals</p> <ul style="list-style-type: none"> Stake property line or construction limits at 100' intervals. Stake offsite curb removals. 	\$350
4	<p>Rough Grade</p> <ul style="list-style-type: none"> Stake rough grade for curb, detached sidewalk, hardscape and building pad. Stakes will be set at 50' intervals plus key points. 	\$700
5	<p>Water/Fire</p> <ul style="list-style-type: none"> Stake alignment with a single offset at 50' intervals for water main and grade to finish grade. 	\$175
6	<p>Building Control</p> <ul style="list-style-type: none"> Stake main grid lines with a double offset on main corners for first floor only. Set finish floor blue top. Bluetop garage ramp. Elevate one nut per column. Staking is for foundation floor only. 	\$2,500
7	<p>Curb/Detached Sidewalk/Hardscape</p> <ul style="list-style-type: none"> Stake alignment and grade at 25-35' intervals. Stake alignment and grade at grade breaks, angle points and point of curvature. 	\$900
8	<p>Asbuilts</p> <ul style="list-style-type: none"> Provide civil as-built data per city requirements only, including retention basin volume and pad cert. As-builts do not include a Record of Survey and ALTA Surveys, setting of property pins if required. Such services shall be completed via a change order or on a T&M basis. As-builts do not include any Civil Engineer's Certifications, substantial completion letters, etc. 	\$1,500
	TOTAL FEE, ABOVE SERVICES*	\$8,925.00

*This is for information only. The project will be billed at a lump sum fee.

Assumptions/Exclusions

1. Please review this proposal carefully, as we have attempted to provide a complete Scope of Services for your project. Any items requested to be staked during the course of construction, but not listed in the Scope of Services, will be considered non-contract additional services. Additional and re-staking services will be invoiced at the rates quoted on the Hourly and Reimbursable Fee Schedule.
2. Any questions regarding the accuracy of construction staking will not be considered unless the Surveyor's reference points and stakes are preserved intact in their original and undisturbed state. The survey director/field supervisor must be notified immediately if any inaccuracy of construction is suspected.
3. A minimum 48-hour working day notice may be required for scheduling work.
4. Contract staking, additional staking and re-staking services shall be performed on an "upon request" basis and must be approved by the General Contractor or Owner prior to their request.
5. All staking shall be performed one time only under the Fee Schedule, unless otherwise noted.
6. The Surveyor shall coordinate directly with the General Contractor to determine offset distances and lath markings, or if unavailable, the surveyor will use industry standards. The Surveyor shall provide cut sheets to the General Contractor upon request.
7. The Surveyor shall obtain as-builts as soon as possible after construction and maintain a continuous file of as-builts, until project completion.
8. This proposal is based on receiving digital data, i.e., CAD files from the Engineer of Record, including PDF or a hard copy of the approved stamped plans.
9. The General Contractor and his subcontractors shall maintain, and use sets of approved plans at the project site and verify to the best of their ability the accuracy all stakes prior to construction. The General Contractor and his subcontractors shall not be liable for the accuracy of the Surveyor's stakes unless disturbed prior to construction.
10. Any changes in, additions to or deletions from the Project within its general scope made by the General Contractor will not result in a fee adjustment except by mutual agreement of the General Contractor and Surveyor.
11. This bid is for construction staking services only. The horizontal control portion of the services does not include setting property corners unless Benchmark Surveying & Consulting is the original Surveyor of Record for the property, prior to the construction phase.
12. This scope and fee proposal does not include Engineer's Certifications, Substantial Completion letters, filing of "Approval of Construction" (AOC), for water & sewer, etc. This task is not in the purview of a Land Surveyor, but rather the Engineer of Record with no exceptions.
13. All ALTA Surveys, Topo Maps, Legal Descriptions, Record of Surveys, setting of property pins is excluded in its entirety.

[Forecast Outcome](#)

PROJECT: Brown Ave Parking Structure
 BID ABSTRACTS FOR: Structural Concrete



Sub-Contractor Contact	L.R. Cowan Concrete		Riggs		Hardrock							
	Email	Phone	Email	Phone	Email	Phone						
	adam@lrcowan.com	602-271-0331	indson@riggscorporates.com		rlopez@hrconcrete.com							
Base Bid	\$1,147,800		\$1,199,300		\$949,000							
	QTY	UM	\$									
PARKING GARAGE:												
Sheet S202												
New CIP 24"x24"x11'-03" Pedestal	2	CY	1,500	Included	Included	Included						
New 8" Thick CIP Wall Doweled Into Existing Retaining Wall & Existing Footing	439	SF		Included	Included	Included						
New 14" Thick CIP Wall Doweled Into Existing Retaining Column & Footing	1,446	SF		Included	Included	Included						
New 10" Thick CIP Wall Doweled Into Existing Retaining Wall & Existing Footing	514	SF		Included	Included	Included						
4" Thick Concrete w/ #4 at 18" OC Over High Density Foam Over Existing Slab	237	SF	18	Included	Included	Included						
Sheet S204 & S205												
3-1/4" Min Topping Slab w/ 6x6 W4.0xW4.0 WWF	85,513	SF		Included	Included	Included						
3" Min w/ 6x6 W2.9xW2.9 WWF	321	SF		Included	Included	Included						
Sheet S207												
F1 - ISO 2'-6" x 2'-6" x 12"	13	EA	1,500	Included	Included	Included						
MISCELLANEOUS:												
2" Concrete in Stair Landing @ 11/A502	657	SF	15	Included	Included	Included						
Concrete Washout for Scope of Work				Included	Included	Included						
Installation of Embedded Hardware (i.e. anchors, hold downs, etc.)				Included	Included	Included						
BID FORECASTED COST:												
Sheet C102 (Corner of Brown Ave & 2nd Street)												
6" Vertical Curb Type A Per MAG STD DET222	139	LF		Included	69,630	69,630						
6" Vertical Curb and Gutter Type A Per COS STD DET2220	182	LF		Included	Included Above	Included Above						
Diamond Plate Scupper Per MAG STD DET203	111	LF	65	Included	Included Above	Included Above						
Handicap Ramp	231	SF	25	Included	Included Above	Included Above						
2nd Street Sidewalk Pourback for New Canopy Footings	770	SF	14	10,700	11,770	11,770						
Concrete Escalation	1,092	YDS	15	Included	16,380	16,380						
Rebar Escalation	40,000	LBS	0	Included	2,000	2,000						
Sheet D210												
Raised New 6" Stop Curb	802	SF	12	Included	9,624	9,624						
Sheet S202												
Pour Back - Existing Slab for Shear Wall/ Retaining Wall and Footing Construction Access	2,138	SF	20	Included	42,760	42,760						
Sheet S203												
6" Thick Pourback on Precast at Ground Level for New Walls (2' Wide)	128	SF	20	Included	2,560	2,560						
3-1/4" Over Existing Precast at Ground Level	80	SF	16	Included	1,280	1,280						
Sheet S202												
2" Concrete in Stair Steel Stair Tread @15/A502	522	SF	15	Included	Included	7,830						
Set Stair Nosings	640	LF	10	Included	6,400	6,400						
Adjust Water Valve to Grade PER MAG STD DET391-2 Per Sheet C102	1	EA	850	850	850	850						
Adjust Pull Box to Grade Per Sheet C102	1	EA	850	850	850	850						
Ramp Backfill	7,927	SF	3	26,952	26,952	26,952						
Repair Existing Concrete Grade Beam for New Canopy	176	LF	32	5,632	5,632	5,632						
Repair Curb & Gutter After Construction on 1st Street and Brown Ave	470	LF	42	19,740	19,740	19,740						
Set Bollard Footings and Fill	32	EA	200	6,400	6,400	6,400						
Bid Forecasted Cost Total:			\$	71,124	\$	222,828	\$	230,658	\$	-	\$	-
Total Budget: Base Bid + Bid Forecasted Costs				\$1,218,924		\$1,422,128		\$1,179,658				



February 27, 2026

Project Name: Brown Ave Parking Garage

General Contractor: CHASSE

Attention: Estimating

Riggs Companies respectfully submits the following proposal for your review and approval.

Proposal based on: Architectural & Structural

Drawings Dated: 12/18/25

We propose to furnish labor and materials to complete work on the above referenced project as described below.

Building Concrete

1. Spread footings with encasements at building exterior. Excavated spoils included to be stock piled on-site for removal by others.
2. Install pre-assembled anchor bolts with steel templates (furnished & assembled by others) including grout underneath base plates.
3. 4" SOG over Geofoam as shown in drawings, ~1000 SQFT of 5" SOG pourback assumed including expansion and drilled dowels into existing at 18" OC
4. 3" Topping slab over metal decking as shown (metal decking by others).
5. 3.25" Topping slab over pre-cast concrete (pre-cast by others).
6. Cover tee joints with roofing felt paper at pre-cast topping.
7. Sawcut joints at pre-cast topping.
8. Concrete fill at pan stairs and landings.
9. 8", 10" and 14" CIP walls including added WF1 footing and drilled dowels to existing
10. 24" x 24" pedestal at existing footing
11. Reinforcing for above listed scope except as noted.

BASE BID \$ 1,199,300

All Production Concrete (Slabs, Panels, Decks) priced to be installed during off hours. Any daytime production work subject to change above pricing and impact overall construction schedule. NO EXCEPTIONS.

Pricing Clarifications

1. Pricing based upon current market conditions for all labor, equipment, material & subs thus no considerations included for potential future pricing increases beyond the expiration date of this proposal.
2. All SOMD penetrations to be covered / patched by others prior to placement of Concrete Materials. Riggs will not be responsible for excessive concrete bleed or clean up due to penetrations on metal decking.
3. A \$5,000 usage fee will be added to the base contract amount or by change order if Textura CPM accounting systems is utilized on this project.
4. Pricing based on retention reduced to 5% at 50% scope of work. Retention further reduced to 1% within 90 days of completion and acceptance of Riggs Scope if not paid in full
5. All demo work is excluded from Riggs scope - all required demo to be completed by others prior to Riggs mobilization
6. Pricing based on access to all work and traffic control being provided by others for the duration of Riggs scope.
7. Riggs shall only be responsible for providing dust control for its own operations with a potable water source being provided by others. GC to provide 1.5" hose connection to water supply within 100' of active project location.
8. Riggs shall only be responsible for site dust control and street cleaning during our large active hauling operations (i.e. aggregate hauling and concrete placements).
9. Pricing based on production slab pour sizes. Notes related to maximum pour size restrictions will not be followed.
10. OSHA approved wall rebar safety caps to be furnished & maintained by the masonry sub at all CMU walls (interior & exterior).
11. Pricing based on sales tax for all permanent materials within our scope of work being excluded.

12. Pricing based on prevailing wage rates being excluded.
13. Pricing based on anchor bolts assembled on site by others when delivered. No setting of grade (leveling nuts) included.
14. Pricing based on the following layout controls to be provided by others: one benchmark, corners and all column/grid lines for each building; controls and elevations for the exterior concrete paving.
15. Pricing based on utilizing earth forms for all below grade foundations.
16. Pricing based on utilizing standard performance concrete mixes with a min 20% fly ash to aide in ASR mitigation.
17. No FL requirement can be met for un-shored upper level metal deck concrete toppings.
18. Upper level concrete will be pinned/gauged during placement to provide appropriate design thickness. Due to camber of steel, profile of finished concrete will follow profile of metal deck as installed.
19. Pricing based on ACI 347 Class B Finish on all exposed concrete surfaces. No additional grinding or patching will be completed except at areas where fins are greater than 3/8".
20. Pricing based on no work hour restrictions. All special permits and/or standing variances shall be provided by the Contractor.
21. Pricing based on no considerations in regards to "Buy American or Domestic Only" materials.
22. If bond is required and accepted, no retention to be withheld from this package.
23. All payments shall be due and payable in full on or before the tenth (10th) of the second month following the month of each billing submittal. Any payment made after the tenth (10th) shall include a 1.5% late payment penalty fee.
24. Force Majeure is in effect.

Exclusions

1. Hard Dig.
2. Demolition.
3. Hauling excess trimmed material off-site.
4. Mass excavation including subgrade preparation & perimeter backfill for the Dock Aprons & Ramps and/or Truck Wells.
5. Over-excavation for all work including engineered and/or slurry fill.
6. Waterproofing including asphaltic mastic & coal tar at bolts/embeds, drain tile, granular fill, etc. for all below grade work.
7. Concrete/slurry fill for pipe trenches below footings and/or slabs on grade.
8. Perimeter rigid insulation at foundation walls and below flatwork.
9. Providing grade (leveling) on anchor bolts for Steel Subcontractor.
10. Vapor barrier below all interior flatwork except as specifically noted.
11. Sand cushion above the below slab vapor barrier.
12. Dowel baskets at all flatwork control joints (Building & Site) except as specifically noted.
13. **All Site Concrete.**
14. Exterior CIP and/or steel stairs including footings, bolts and concrete steps & landings.
15. Prefabricated trench drains including furnish, installation, support during concrete placements and grates.
16. Handrails (temporary and/or permanent) including embeds, core drilling, grouting, etc.
17. Sidewalks including bike racks, channels, handicap ramps, handrails, ramps, scuppers, speed tables, steps, stoops, etc.
18. Dumpster pads including footings, bollards, paving, walls, etc.
19. Rolling gate tracks, spillways, valley gutter, flumes, curb & gutter, extruded, landscape, truck and vertical curbs.
20. Pipe bollards and light bollard & pole bases.
21. Footings for accessible signs, monument/pylon signs, Site CMU SW, gates and fencing (mesh fabric, ornamental, wood, etc.).
22. Site utility structures including catch basins, headwalls, vaults, thrust blocks, etc.
23. Rip-rap, grouted rip-rap and/or splash blocks.
24. Traffic control including barricades, signage, flaggers, police, etc.
25. Termite control / Pre-Treat
26. Backfill at exterior CMU walls.
27. Pourbacks for electrical and plumbing blockouts.
28. Floor sealers and/or hardeners.
29. Cleaning and caulking at all joints (horizontal and vertical).
30. Wet curing at all work (horizontal and vertical).
31. Weld-able reinforcing at elevated decks.
32. Any and all FL requirements for un-shored upper level concrete toppings on metal decking.
33. Any and all shoring for upper level concrete toppings on metal decking unless specifically included above.
34. Embeds in masonry work including grouting of plates.
35. Housekeeping pads and curbs for all MEP work.
36. Exposed aggregate, integral color, sandblast and/or soda blast finishes.
37. Off-site site work including curbs, drive entrances, approaches, ramps, walks, scuppers, spillways, etc.

- 38. Any items not listed as included above.
- 39. Please note general conditions and additional exclusions on the last page.

This proposal will remain in effect for **15 days** from the above date and is subject to General Conditions printed on the following page. If a contract is issued based on this quotation, conditions herein shall be deemed accepted and understood to be incorporated in said contract as though written herein. If any provision is inconsistent with this proposal this document will prevail.

Riggs Companies appreciates the opportunity to submit this proposal, and looks forward to working with you on this project in the future.

If you have any questions or need additional information, please feel free to contact me.

Respectfully,

Josh Erlandson

Riggs Companies | Estimating

950 E Lone Cactus Dr. Phoenix, AZ 85024

623-565-5796 | RiggsCompanies.com

ROC License #316374

General Conditions

1. All project schedules to be reviewed and mutually agreed upon prior to acceptance
2. Subgrade must be +/- a tenth for all flatwork applications.
3. All Weather Protection per ACI 305 & 306 Standards.
4. General Contractor to provide crane access at exterior perimeter of building for all tilt-up & Cast in Place structures.
5. If Riggs Companies' scope of work changes, the General Contractor will issue a written Change Order prior to proceeding.
6. All upper level concrete placements to be "pinned" or "gauged" to install concrete coverage as listed on plans. No additional materials installed for camber, or deflection of supporting structure unless specifically noted in proposal
7. Bolt Templates to be supplied for all anchor bolts. Manufacturing bolt patterns from template provided by others subject to added costs.
8. Temporary access for manpower to be provided to all upper level locations unless specifically included in scope.
9. All Flatwork applications to be tested for surface tolerance within 72 hours of placement per ACI 302.1R & ASTM 1155. Any issues associated with tolerances for flatwork not tested within the 72 hour window will not be considered for repair by Riggs Companies.
10. Adequate Concrete washout area to be provided by GC, washout to be cleaned and maintained by Riggs Companies. Shared washout areas to be maintained proportional to usage by subcontractors.
11. Riggs reserves the right to utilize sub-subcontractors for our scope of work.

General Exclusions

1. Unless noted otherwise the items below are excluded:
 2. Taxes, bonds, permits and prevailing wages.
 3. Testing or design fees.
 4. Engineers' stamps and calculations.
 5. Offsite concrete.
 6. Onsite curb, gutters and splash blocks.
 7. Protection of floors (new or existing).
 8. Pre-cast concrete.
- * Penalty clauses are excluded unless a specified time schedule has been reviewed, noted and agreed upon in the proposal.
- * Liquidated damages are excluded unless noted in proposal. If noted in proposal, Riggs Companies. will be charged only in proportion to Riggs Companies' cause of delay, and must be copied on overall project schedule.



8. Contractor to provide an efficient work environment, including but not limited to, not allowing trades to work on top of each other. Hardrock to be given priority in completing concrete scope over the MPE subcontractors.
9. Hardrock will not begin work, nor will duration days start, until a sufficient flow of scope is available for Hardrock to start. Hardrock will not accept piece work.
10. Moisture control of soil to be provided by others prior to acceptance by Hardrock.
11. Proposal assumes unlimited free fall of concrete, providing proper consolidation can be demonstrated. ASCC Position Statement #17 indicates that free fall from great distances doesn't reduce concrete quality. Also reference ACI 304R-00, Section 5.4.1. We assume no restriction on free fall of concrete.
12. Contractor is to provide anchor bolts already assembled in templates.
13. Contractor to provide embeds at least two weeks prior to installation date. Retrofits will be back charged to Owner for inefficiencies. Miscellaneous steel contractor to provide setting holds for embeds to be installed by Hardrock.
14. Approved embed drawings to be provided at least three weeks prior to installation date.
15. General Contractor to provide metered water and dumpsters.
16. General dust control/moisture control at site access roads by others.
17. All misc. steel embeds and anchor bolts are to be provided by others.
18. Hardrock assumes night placements of concrete will be acceptable in this area. Contractor to provide any permits which may be required.
19. It is assumed all major pours will be permitted after hours. After hours is 9:00 pm - 7:00 am. If Hardrock is directed to pour during regular hours, a change order for additional fees will be provided to Hardrock from General Contractor.
20. Dead men footings (if applicable) to be abandoned below finished grade.
21. Ready mix trucks will be permitted to drive on the floor slab for the closure and diamond pour backs.
22. Traffic control / street closures to be provided by others.
23. Standard work time shall be Monday through Friday, coordinated with regular seasonal starting time. Saturday's are permitted work days. Our proposal is based upon no work hour restrictions.
24. Concrete post-tensioning material and reinforcing steel is subject to price escalation and availability. Hardrock has included current pricing which expires in 15 days. Any escalations and/or material price increases not locked in by expiration date will be reimbursable to Hardrock.
25. Formwork will conform to ACI Standards as required in the plans and specs unless noted otherwise in this proposal.
26. Drilled pier foundations are assumed to be in clean unobstructed soils in the dry. No casing or polymer slurry is included with this pricing. Sufficient waste factor in accordance with the soils report has been accounted for.
27. Parking to be provided by the G.C.
28. Sufficient laydown space for materials is to be provided by G.C.
29. The use of warehouse forklifts on the elevated slabs is assumed permissible. We will provide engineering for this operation.
30. Labor is bid as non-prevailing wage and non-union unless noted otherwise.
31. Proposal only includes tolerances per Division 3 – Cast in Place Concrete, per ASTM and ACI. Tolerance coordination with other trades is by others and Hardrock is not responsible for complying with tolerances provided in other Specification Sections that conflict with Division 3 specifications.
32. Required Mockups will be provided In Place, not Stand Alone unless specifically noted in the project inclusions.
33. Hardrock excludes cost for making up for days lost due to weather. Time lost for weather will be added to the schedule.
34. Hardrock shall be permitted to temper concrete onsite and as required to deliver the quality specified.



35. Adequate room for staging of concrete pumps, concrete trucks, deliveries, washout, make up and lay down area shall be provided by Contractor, including any lane/road closures which may be required.
36. Hardrock will not honor back charges for corrective work unless prior approval is obtained before the work is completed. Hardrock reserves the right to mitigate its damages. Any charges for damages will not be considered unless complete written documentation is received within two weeks of occurrence.
37. Hardrock will not perform any change order work until a change order is approved in writing by an authorized representative of the General Contractor.
38. Maximum concrete temperature may be up to 95 degrees at time of discharge in accordance with ACI 305.1-14, section 3.2 Paragraph 3.2.1.
39. Any trades relying on Hardrock's work are expected to promptly inspect such work and promptly provide Hardrock written report of any defects which prevent them from properly performing their work. If other trades fail to promptly inspect and report defects, those trades shall be deemed to have accepted Hardrock's work as satisfactory and proper.
40. Hardrock will not be held liable for shrinkage cracks for concrete placed on dirt or plastic.
41. Mezzanine, roof ledgers, and embeds (assemblies) to be shop welded by others.
42. Used plywood may be used on areas that cover.
43. Contractor to provide the following:
 - Two elevation benchmarks on or adjacent to the Project Site.
 - Mark the property corners or other minimum point required to establish horizontal control.
 - One set of intersecting gridlines.
 - One elevation benchmark on each floor of the building.
44. Slab on Grade to be Poured Prior to Structural Slab Forming Operations. MPE trades to be completed within one week after grade beams / footings have been poured.
45. Proposal is based on providing a Class B finish in areas exposed to public view and Class D finish for area not exposed to public view. All poured concrete shall conform to ACI 117 Tolerances.
46. Columns, Walls, and Beam Sides may be stripped within 12 hours after the pour per ACI 347.
47. Hardrock shall be permitted to strip deck soffit forms and supports after post-tensioning stresses at 3000 psi per ACI 347.
48. Hardrock to have full control of crane schedule during the construction of the concrete structure. Tower crane will operate per Hardrock's schedule including required overtime work.
49. Hardrock will require \$ TBD per calendar day for equipment cost incurred for delays or lost days out of Hardrock's control.
50. Price assumes that Hardrock will be able to place shoring on slab on grade. Any areas needing mud sills will require a level and compacted surface to 3000 psi and will be charged an additional cost of \$2.00 per SF, to be added to the original contract amount.
51. Slab edge drawings completed by Architect to be provided to Hardrock in advance for structural and post-tensioned slabs.

Standard Inclusions

- | | |
|--|---|
| Ⓜ Excavation for Footings – EXCLUDES Mass Excavation | Ⓜ Furnishing of Concrete Material |
| Ⓜ Backfill for Footings – EXCLUDES Mass Backfill | Ⓜ Reinforcing for our Work – Furnished and Installed |
| Ⓜ Forming for our Work as Required | Ⓜ Curing for our Work – As Required – EXCLUDES Wet Cure |



- Ⓜ Saw Cutting of Contraction Joints (SOG Only)
- Ⓜ Hoisting for our Work Only
- Ⓜ Grouting of Baseplates
- Ⓜ Pumping for our Work as Required
- Ⓜ Diamond Pour Backs
- Ⓜ Installation Only of Misc. Steel Embeds in Concrete as shown on Structural Drawings. Embeds Provided by Others
- Ⓜ Wash Out Bins for Our Work

PROJECT SPECIFIC INCLUSIONS

1. Continuous footing
2. Excavation for our work
3. Backfill for our work
4. Spoils Haul Off – 2 loads
5. Dust control for our work
6. Set baseplates – for new concrete only (the little F1 footings)
7. Set NMB Bars – I guessed 16 at each shear wall
8. Set Embeds – I guessed 1 every 4 feet at each shear wall
9. CIP Walls –
 - a. One sided and 2 sided
10. CIP Pedestals / Pilaster
11. Formwork, shop drawings, and engineering for our work
12. Freight
13. As built's
14. Forklift hoisting for our work
15. 4" slab on 8" Foam
16. 8" GEofam
17. Slab pourback at shearwalls – assumed 8" thick over ABC
18. 3.25" topping over double t's
19. 3" topping over 3" Metal deck
20. Concrete wash
21. Stair pan infills
22. Interior pads – 2 cy contingency
23. Liquid membrane curing compound
24. Turndowns
25. Reinforcing furnished and installed
26. Drill and epoxy dowels for our work
27. Saw cutting of contraction joints
28. V-cut joints at top floor of garage
29. Pumping for our work
30. Patching for our work
31. Hoisting for our work
32. Street sweeping as required for our work
33. Washout pans (dumpster / haul off by GC)
34. 1 flag man for 8 weeks



Exclusions

1. Taxes
2. Permits
3. Testing
4. Testing for Caissons
5. Inspection Services
6. Concrete Testing
7. Concrete Cylinders
8. FF / FL Testing
9. Bonds
10. Errors and Omissions Insurance
11. Underground Utility Locating Service
12. Storm Water Prevention Plan Work
13. Power Line Removal or Temporary Shut Down
14. After Hours Permits
15. Demolition of any Kind
16. Potholing
17. Subgrade Prep
18. Re-Compaction of Pad
19. Engineered Fill
20. Cutting of Grade for Curb Work
21. Mass Excavation
22. Hardrock Excavation / Hard Dig
23. Mass Backfill
24. Structural Backfill
25. Retaining Wall Backfill
26. Temporary Bracing for Backfill
27. Shoring of Walls for Backfill
28. Surveying and Construction Staking
29. Dust Control
30. Moisture Control
31. Traffic Control
32. Barricades
33. Splash Blocks
34. Rip Rap / Cobble Aprons
35. Headwalls
36. Catch Basins
37. Drywell
38. Box Culverts
39. Caulking
40. Joint Sealants
41. Expansion Joint Cover
42. Sealers and Hardeners
43. Damproofing
44. Waterproofing
45. Wet Cure
46. Cure Removal
47. Fibermesh
48. Embeds
49. Hold Downs
50. Anchor Bolts
51. Core Drilling
52. Weldable Rebar
53. Dowel Baskets at Control Joints
54. Grinding Due to Curling
55. Camber of Slabs or Beams
56. Extruded Curb
57. Landscape / Ribbon Curb
58. Planter Fill
59. Concrete at Drainage Channels
60. Furnishing Concrete Scupper Steel
61. Decomposed Granite
62. Prefab Truncated Dome Detectable Warnings
63. Decorative Hardscape
64. Concrete Pavers and Sub Base
65. Precast Concrete
66. Precast Parking Bumpers
67. Asphalt Paving and Striping
68. Bracing of Masonry, Steel, and/or Precast
69. Grouting of Masonry or Steel Embeds
70. Grouting of Masonry or Steel Baseplates
71. Sandblasting
72. Bomanite
73. Shotcrete
74. Precast Stairs
75. Access Ladders / Stair Towers
76. Gypcrete Topping
77. Lightweight Concrete Topping UNO
78. Forming of Mechanical Openings Not Shown on Structural or Architectural Drawings.
79. Vapor Barrier – Unless Noted Otherwise
80. Cold Weather Conditions



- | | |
|---|--|
| 81. Snow Removal | 98. Protection of Slabs |
| 82. Weather Protection of Any Kind | 99. Column Guards |
| 83. Tenting | 100. Striping and Markings for Concrete Paving |
| 84. Insulated Blanket Covering | 101. Street Sweeping UNO in Inclusions |
| 85. Accelerating Admixtures | 102. Permanent Guardrail Protection |
| 86. Metal Fencing Foundations | 103. Architectural Concrete UNO in Inclusions |
| 87. Gate Foundations | 104. Patching of Cracking and/or Cracks Caused by Expansion, Shrinkage, etc. |
| 88. Parking and Shade Canopy Foundations | 105. Chipping, Grinding, Rubbing, Retouching, and/or Additional Finishing of Concrete Surfaces Unless Concrete in Outside of Specified Tolerances. |
| 89. ABC under Curbs | 106. Sitework of any kind |
| 90. Stained Concrete | 107. Masonry epoxy dowels |
| 91. Rigid Insulation | 108. Existing to new column Drill and epoxy bolts. |
| 92. Light Bollards | 109. Traffic control |
| 93. Shoring of Metal Deck | |
| 94. Re-Shoring Unless Noted Otherwise in Inclusions | |
| 95. Epoxy and Painting Work | |
| 96. Polishing of Concrete Work | |
| 97. Sealing of Concrete Work | |

Payment Qualifications

1. Payment by General Contractor to be no later than the 25th of the month following a billing period.
2. Payment shall be made to Hardrock no later than seven days after General Contractor receives payment from the Owner per Arizona Prompt Pay Statute.
3. Without being declared to be in breach, Subcontractor may suspend further performance of the Subcontract work if Owner fails to make progress payment covering Subcontractor's work for 30 days or work after such payment is otherwise due.
4. If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made, the Subcontractor may, without prejudice to any other available remedies, upon seven days' notice to the Contractor, stop the performance of the work until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable cost of demobilization, delay, and remobilization.
5. The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of the work through the period covered by the previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.
6. Subcontractor shall pay each sub-subcontractor, no later than seven days after receipt of payment from Contractor, the amount to which the sub-subcontractor is entitled, reflecting percentages actually retained from payments to the Subcontractor on account of the Sub-subcontractor's portion of the work. Subcontractor shall not be required to pay sub-subcontractors in advance of receiving payment themselves.



F.M. Qualifications

To our valued clients:

The purpose of this letter is to inform you on the current cement shortage and corresponding allocation limitations that are currently affecting Hardrock and our industry, and also to inform you how such shortages may impact your project.

As of March 28 2022, all ready-mix suppliers have been placed on a cement allocation system from the cement manufacturers, which is just another way to say that cement is being rationed by the manufacturers because demand far exceeds supply. The result of this allocation system is that Hardrock cannot get ready-mix every time it needs it. Hardrock has no idea when this allocation system will abate nor does it have any projections from the cement manufacturers or ready-mix suppliers regarding when the supply will catch up to meet the demand.

Unfortunately, these unforeseen circumstances, over which Hardrock has no control, have impacted our business and day-to-day operations, and are making it difficult to stay on schedule. Hardrock is doing everything reasonably possible to minimize the impact, adhere to its contractual obligations, and avoid delays. However, this supply crisis is out of our hands and is affecting every business in the supply chain.

Due to these circumstances, it is necessary for Hardrock to include a Force Majeure and Unsettled Economic Conditions clause to all new contracts. You can review this clause below.

If you have any questions, please reach out to the Estimator handling your proposal.

Thank you.

Hardrock Concrete Placement Co., Inc. Management

Force Majeure And Unsettled Economic Conditions.

(a) Contractor and Hardrock acknowledge that a force majeure clause ordinarily is not intended to cover mere economic dislocations or conditions. However, they also acknowledge that the pandemic has severely unsettled economic conditions in the United States and the world to an extent not seen in decades. Accordingly, they intend herein to depart from custom or practice and extend this type of clause to include unsettled economic conditions. They therefore have allocated the risk of shortages of materials and the risk of unusual price hikes and time delays, all as set forth below. Hardrock agrees to use its best efforts to avoid or minimize the impact of delays resulting from material shortages on the Project. For purposes of this clause and this Subcontract, the term "unusual price hikes" for materials means price increases from a Hardrock subcontractor, materials supplier, or vendor exceeding 10% of the original bid amount from such subcontractor, materials supplier or



vendor at the time of Subcontract formation if Hardrock commences its work after the contracted start date, or if Hardrock commences its work on or before the contracted start date, and then is delayed thereafter for a period of more than 10 business days for reasons outside of its reasonable control.

(b) If Hardrock's performance of all or any part of this Subcontract is prevented, hindered, delayed, or otherwise made impracticable, Hardrock shall be entitled to a time extension and/or a price increase to the Subcontract amount. Hardrock shall not be subject to any claims, including liquidated damages, for such delays.

(c) Upon the occurrence of any such event, Hardrock, shall, within 5 days, notify Contractor of the nature and extent of any such conditions referred to in the preceding subparagraphs and advise Contractor of the nature and extent thereof and provide sufficient documentation to allow Contractor to make a claim to Owner.

Proposal Price

Building Only	\$949,000.00
Add Site Work	Excluded
Add Bond 1.25%	

Hardrock Labor Rates:

A. Labor Rates:	Hours	Rate		OT Rate
1. Project Manager	0	\$150.00	>	\$225
2. Superintendent	0	\$125.00	>	\$187.5
3. Detailer	0	\$90.00	>	\$135
4. Foreman	0	\$85.00	>	\$127.5
5. Project Engineer	0	\$85.00	>	\$127.5
6. Carpenter	0	\$75.00	>	\$112.5
7. Operator	0	\$75.00	>	\$112.5
8. Finisher	0	\$75.00	>	\$112.5
9. Iron Worker	0	\$75.00	>	\$112.5
10. Patcher	0	\$75.00	>	\$112.5
11. Labor	0	\$59.00	>	\$88.5

Thank you.

HARDROCK CONCRETE PLACEMENT CO., INC.

Robert Lopez
Estimator
(602) 312-8412

L. R. Cowan Concrete Co., Inc.

2222 West Williams Drive • Phoenix, Arizona 85027 • Office (602) 271-0331 • Fax (623) 581-2110
Commercial 096086 • Residential 096085

BID PROPOSAL

March 3, 2026

Chasse Building Team
Attn: Lawrence Chan 323-350-7034 lchan@chasse.us

Job Bidding: Brown Avenue Parking Structure
7234 E. 2nd Street
Scottsdale, Arizona 85251

Architect: DFDG

Plans Dated: 100% DD Set 2/4/26

Addenda Seen: None Seen

We hereby propose to furnish materials and labor necessary to complete:

Cast In Place Concrete: *BUDGET NUMBER ONLY***** Canopy footings outside of garage, C.I.P. shear walls, C.I.P. column, drill and epoxy into existing as shown, 6" thick pourbacks at level 0 adjacent to walls, 6" raised curb pourback at level 0, slabs on metal deck and precast with wire mesh, sloped cricket at perimeter of decks, fill at stair pans and landings, set stair nosings (furnished by others), 4" thick slab over 8" of foam at lower level, furnish and install foam, slab pourback at lower level adjacent to C.I.P. walls, slab pourbacks at ramp slab adjacent to new walls, off site work, furnish and install all concrete rebar and mesh.

Notes:

- 1). Concrete pricing held until 12/31/26.
- 2). Bid includes 1 off-site curb work move-in. Additional move-ins to be \$1,850.00/ea.

EXCLUSIONS: Demo, **traffic control, barricades**, any bidder contingences, furnish and install pavers, furnish and install deck bollards, precast, backfill site screen/retaining walls, grouted rip-rap and non-grouted rip rap, head walls, catch basins, wrought iron fence post footings, extruded curb, landscape header curb, transformer pad, concrete or rebar allowances, setting nuts for steel columns, shoring at metal decks, concrete shrinkage lower than .05% (if required 1 gal/cy of shrinkage reducing admixture at \$40.00/cy will be required) anything not listed above, patching of existing concrete, joint sealants, sealers and hardeners, furnishing of embeds, private utility locators, spoils removal, structural backfill, hard dig, over excavation & recompaction, taxes, testing, permits, and bond.

NOTES:

- 1) Grades to be at + or - .1' by others.
- 2) All minimums bid as maximums, u.n.o.
- 3) Add 2.5% to total if bond is required.
- 4) This scope letter will be made a part of the contract.
- 5) In the event of extreme temperatures Nitrocrete may be required at an additional cost.



L. R. Cowan Concrete Co., Inc.

2222 West Williams Drive • Phoenix, Arizona 85027 • Office (602) 271-0331 • Fax (623) 581-2110
Commercial 096086 • Residential 096085

Brown Avenue Parking Structure Page 2

BUILDING: \$1,084,500.00

OFF SITE WORK: \$63,300.00

TOTAL: \$1,147,800.00

VOLUNTARY ADD ALTERNATE (Off-Site Sidewalk Pourback at New Canopy Footings): \$10,700.00
See attached take off.

Payment due net 15th of the month following billings.

Authorized Signature  Date 3/2/26

Note: This proposal may be withdrawn by us if not accepted within 30 days.



[Forecast Outcome](#)

PROJECT: Brown Ave Parking Structure
 BID ABSTRACTS FOR: Precast



				Sub-Contractor	Coreslab				
				Contact	Ryan Mohn				
				Email	rmohn@coreslab.com				
				Phone	602-679-1553				
	QTY	UM	\$						
GMP1: Advanced Material					911,400				
Precast Product:									
Fabricate, Deliver, and Erect					Included				
10DT24					Included				
ELL Beams					Included				
SJIT Beams					Included				
Int. / Ext. Columns					Included				
10" Horiz. Shear wall					Included				
Grade Spandrels					Included				
10" Vert Shear Wall					Included				
8" Horiz. Wall					Included				
8" Vert. Wall					Included				
LB Spandrel					Included				
NLB Spandrel					Included				
Faux Columns					Included				
Anchored Into the Top of the Existing C.I.P. Retaining Walls					Included				
FL1 - Formliner Wood Plank Horizontal Arch Polymers Cedar Stake 503	5,198	SF			Included				
FL2 - Formliner Wood Plank Vertical Arch Polymers Staggered	6,173	SF			Included				

**BROWN AVE PARKING GARAGE
 PRECAST BILLING PROJECTION**

Description of Work		Scheduled Value	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Total
Previously Contracted											
1	City Submittal	\$ 165,000	\$ 41,250	\$ 41,250							\$ 165,000
Remaining Contract Value											
1	Remaining DnD	\$ 242,000			\$ 80,700	\$ 80,700	\$ 80,600				\$ 242,000
2	Advance Material	\$ 750,000	\$ 750,000								\$ 750,000
3	Plant Mobilization	\$ 75,000				\$ 75,000					\$ 75,000
4	Fabrication	\$ 3,126,160				\$ 1,042,060	\$ 1,042,060	\$ 1,042,040			\$ 3,126,160
5	Hauling	\$ 235,800						\$ 117,900	\$ 117,900		\$ 235,800
6	Erection	\$ 561,100						\$ 280,550	\$ 280,550		\$ 561,100
7											
8		\$ 4,990,060	\$ 791,250	\$ 41,250	\$ 80,700	\$ 80,700	\$ 1,197,660	\$ 1,042,060	\$ 1,440,490	\$ 398,450	\$ 4,990,060
9	GC NOTE: CORESLAB WILL INVOICE PER THE PROJECTION UNTIL FABRICATION BEGINS, AT WHICH TIME WE WILL INVOICE BASED ON PERCENTAGE COMPLETE IN EACH CATEGORY										
10	Additional costs if required								Total Contract Value		\$5,155,060.00
11	Textura Fee	\$ 5,430									
12	Bond	\$ 29,050									
13											



February 26, 2026

Mr. Eric Loeffler
 CHASSE Building Team
 230 S. Siesta Lane
 Tempe, AZ 85288

Project: 2nd Street and Brown Ave. Parking Garage Expansion

Re: Precast Concrete Price

Gentlemen:

Coreslab Structures (ARIZ) Inc. proposes to fabricate, deliver, and erect the following items for the lump sum amount(s) listed.

BUDGET PRICE: Fabricate, Deliver, Erect..... \$5,155,060.00

TEXTURA FEE: (If required)..... add \$5,430.00

PERFORMANCE AND PAYMENT BOND (If required) add \$29,050.00
(If required, bond will be provided on a standard AIA form)

PRECAST PRODUCT

10DT24	10” Vert Shear Wall
ELL Beams	8” Horiz. Wall
SJIT Beams	8” Vert. Wall
Int. / Ext. Columns	LB Spandrel
10” Horiz. Shear wall	NLB Spandrel
Grade Spandrels	Faux Columns

PRECAST SCHEDULE

Notice to Proceed (City Submittal Only).....	12-04-24
Design Development.....	Complete
Shop Drawings & Calcs.....	4-30-26 City Submittal
Advance Materials.....	3/13/26
City Submittal Approvals.....	6/30/26
Mold Set Up.....	7/20/26 – 7/24/26
Fabrication.....	7/27/26 – 9/14/26
Field Prep Work.....	8/24/26 - 9/14/26
Erection (30 Days).....	9/14/26 – 10/26/26

MAILING: P.O. BOX 18150 • PHOENIX, ARIZONA 85005
5026 SOUTH 43RD AVENUE • PHOENIX, ARIZONA 85041 • (602) 237-3875 • (602) 237-3459

2nd Street and Brown Ave Parking Garage Expansion – Budget Proposal
February 26, 2026

Note: In order for Coreslab to commit to the above precast delivery schedules, it is imperative that the Contractor meet the milestone dates indicated. Should for any reason, these dates not hold, there will be cost and schedule impacts to the job. If durations only are given above, they are for planning purposes only. Specific project schedule by mutual agreement.

Production Availability: Seller notes that as of this proposal date we have the capacity to provide product in accordance with the dates shown above. Available casting space is filled on a first come first served basis and cannot be held or booked until there is an executed contract in place.

CLARIFICATIONS

1. This proposal is based on 100% DD drawings prepared by DFDG Architecture dated 2/4/26. Any duplication of the drawings and/or sketches and clarifications in whole or part for use on any other project or for the completion of this project by others is strictly prohibited **without the written permission of Coreslab Structures (ARIZ) Inc.**
2. The precast shear walls as indicated on the structural drawing provided by DFDG, will be anchored into the top of the existing C.I.P. retaining walls to transfer the diaphragm loads to the foundations. The C.I.P. walls may need to be thickened and reinforced down to the spread footings as needed to resist the added loads to be done by others. PK Associates to determine the structural capacity of the existing CIP retaining walls.
3. The precast is indented at the existing stair and elevator shafts, no precast shafts are included. All other walls including Stairs, elevators, electrical, mechanical and bathroom walls are by **Chasse**. Prior to the erection of the precast components the existing restroom may require demolition of the roof and or parapet and replaced by **Chasse** due to headroom clearance.
4. **Chasse** to expose all embeds on the precast columns and CIP walls for the new precast components to connect to existing. This includes removal of other materials including CIP pilasters, light poles, canopy system etc. The CIP walls will need drilled and epoxy connections and dowels for the precast shear walls to connect to, located and installed by Coreslab. This is the **field prep work** within the precast schedule for 3 weeks before we start erecting precast.
5. **Chasse** to expose the deck connections of the existing NLB closure spandrel so Coreslab can cut, remove, and demolish the spandrel.
6. The second level has a height requirement of 15'-0" clear for the trucks to drive through the garage. The precast system will use flat slabs and shallow exterior spandrels in the center narrow bay for the clear height.
7. The proposal includes LB and NLB spandrels with top of spandrel being 3'-10 1/2" above the topping slab. A handrail system will not be required on top of the typical parking level spandrels. If the top of spandrels are not at 3'-10 1/2" above

2nd Street and Brown Ave Parking Garage Expansion – Budget Proposal
February 26, 2026

- the topping slab a handrail will be supplied and installed by others, in certain areas.
8. The proposal includes a wood board form liner in the exterior walls and spandrels as shown in the 100% DD drawings prepared by DFDG Architecture dated 2/4/26. The precast concrete is to be structural gray concrete ready to accept paint/stain by **Chasse**. **There is no formliner within any precast columns. There will be no thin set brick cast in the precast, any and all brick must be supplied and post applied by others.**
 9. Any overhead powerlines must be de-energized and moved to allow for the crane to operate safely and efficiently.
 10. Any existing art on site must be removed prior to the start of erection of the precast. Coreslab will need lift access around the perimeter of the structure to make connections. If the art is unable to be temporarily moved it must be protected in place by others. Other methods of accessing the garage to make connections over the art i.e. scaffolding will be supplied by Chasse.
 11. The proposal includes incorporating roof level light pole anchor bolts and conduit. Coreslab to coordinate with the electrical sub-contractor for locations/specs of anchor bolts and conduit (provided by electrical sub-contractor).
 12. A complete special site survey and or as built of the structure to be by **Chasse**.
 13. **Critical Drainage Note:** In order to maintain headroom clearances on all levels the drainage slope must occur on all levels and match the existing slopes.
 14. Minimizing the disruption to the adjacent businesses Coreslab recommends erecting the structure during a nightshift. Note, crane will need to be located in the streets on the North (1st St.) and South (2nd St.) which would require street closures during operation (3 week duration on north and 3 week duration on south). We will utilize “just-in-time” truck deliveries for the erection of the precast components.
 15. During the construction of the double tee units, Coreslab shall implement a controlled access zone in accordance with OSHA requirements for fall protection. During this time, the entire deck will be a "Controlled Access Zone" and no other activity allowed. Infringement and stockpiling of materials or equipment will not be allowed in this zone, until all of Coreslab's work is completed and the deck released to the General Contractor.
 16. Fall Protection Plan - 100% tie off will be used by all field employees when working within 6' of an unprotected edge, outside of the controlled access zone, and where the fall distance is 6' or greater to the lower level except for the following. **Unloading Precast Products Delivered to the Jobsite -** Conventional fall protection is infeasible and creates a greater hazard when accessing precast products delivered on trailers. Therefore, Coreslab will only allow trained employees to access the product on the trailer for the time necessary to complete the rigging activities. This plan establishes that employees are to

2nd Street and Brown Ave Parking Garage Expansion – Budget Proposal
 February 26, 2026

access the precast product only for the time necessary to attach or detach rigging and position dunnage, no other activity is allowed or permitted. Employees who access the trailers will not be tied off while performing these tasks.

- 17. This proposal is based on Coreslab standard framing details.
- 18. This proposal is valid until 3/31/26.

PRODUCT FINISHES

This budget assumes a **COMMERCIAL GRADE** finish for the precast concrete on all interior surfaces. A **COMMERCIAL GRADE** finish defined as an "as cast" finish. The surface will contain air holes ("bug holes") and water marks and there may be some minor chips and spalls. There may be some scaling and/or scouring. There may be patches and streaks of color variation within the surface, and the overall color tone may vary between pieces. There may be form marks due to joints, dents or holes in a steel form, or knots and grain from a wooden form. Large fins from joint bleeding removed, but small fins may remain. Only "honeycombed" and/or badly spalled areas will be repaired or finished. Maximum allowable form joint offset is 3/16 inch [5 mm]. Hairline (less than 0.006 inches [0.15 mm]) cracks due to drying shrinkage will not be filled.

Double Tees: A steel form finish on underside.

Spandrels and Walls: Exterior finish is smooth form finish to accept paint or stain. Interior finish is light broom for spandrels and steel trowel for walls.

Concrete Materials: Portland Cement: Type II
 Sand: Salt River
 Coarse Aggregate: Salt River

INCLUSIONS

- 1. Embeds and dowels for the cast-in-place walls and precast components to which the precast panels are connected. Field located, drilled and epoxy anchors.
- 2. Column anchor bolts welded to existing column cap plates.
- 3. All miscellaneous steel items embedded in the members and used for fastening the members together.
- 4. Welding of all precast elements to each other.
- 5. All exposed lift points to be concealed by industry standard swift-lift covers.
- 6. Bearing pads for precast products.
- 7. Structural grouting or drypacking of column bases and horizontal wall joints.

2nd Street and Brown Ave Parking Garage Expansion – Budget Proposal
February 26, 2026

8. One move into the job for the erection of all members with a conventional crane has been included in this proposal. Additional move-ins that are attributable to the Contractor will be charged at \$45,000 for each occurrence.
9. Coreslab Structures (ARIZ) Inc. warrants the precast/prestressed concrete work for one year from the date of substantial completion.
10. Transportation of products to the jobsite in a clean final condition and installation of precast products during night time hours, Monday through Friday.

OPENINGS

Openings not shown on drawings and 12” or larger will be individually priced and charged to the General Contractor. Openings less than 12” need to be field cut/cored by the trade requiring them. Coreslab engineering must approve field cut/cored openings.

EXCLUSIONS

1. Any precast items not listed above
2. All anchors, hardware, reinforcing steel, hangers, steel header angles, anchor bolts and/or shoring required by Contractor and/or Engineer's design requirement and not shown within Coreslab development drawings.
3. Miscellaneous material for other portions of construction
4. Structural or miscellaneous steel of any kind (other than that included above)
5. Cast in items for other trades
6. All cast-in-place concrete and pour strips
7. **Caulking, sealants, or waterproofing**
8. Street cleaning or track out of any kind
9. Dust control, specifically water truck and/or driver
10. **Painting or staining of any precast concrete**
11. Openings (other than included above)
12. Retrofitting of designated CIP foundation and CIP retaining walls as ‘new’ shear wall locations.
13. Painting or galvanizing of any steel embedments. Any stainless steel.
14. Fireproofing
15. Firewatch, no specific firewatch personnel is included within this budget
16. Full time, onsite, designated safety monitor
17. Liquidated, actual and/or other damages of any kind
18. Cost of performance or materials payment bonds
19. Permits of any kind: street, building etc. (except our own truck and crane movement permits)
20. Traffic control at/or near the jobsite, lane closure, securing of site
21. Any delivery equipment safety spotters; Haul/transportation drivers are responsible for safely moving their loads from the staging area to the crane pick location.
22. Truck/trailer staging area

2nd Street and Brown Ave Parking Garage Expansion – Budget Proposal
February 26, 2026

23. Cost of plant and/or field inspection and testing (Coreslab is a PCI Certified Plant and PCI Qualified Erector). Any inspection or testing beyond PCI recommendations, specifically outside/third party or materials source inspection.
24. Repairing or cleaning Coreslab products damaged by others
25. Joint treatment required to receive topping application
26. Field cut openings
27. Treatment of underside of joints between slabs
28. FAA study or FAA crane operational permit
29. Establishment of building control lines
30. Labor and equipment premiums associated with other than night time working hours.
31. Composite clean-up crew
32. Protection of work: Risk of loss or damage of the precast members passes to the Owner and or Contractor once the members are attached to the structure unless such loss and/or damage is caused by acts or omissions of this subcontractor.
33. Sales tax

GENERAL CONTRACTOR PROVIDED ITEMS

1. **Controlling Dust and Respirable Crystalline Silica**
The General Contractor shall be responsible for controlling dust (which may include respirable crystalline silica) on the project regardless of its source(s) including, but not limited to, windblown onto the site, generated by truck and equipment travel regardless of who is operating the truck or equipment or generated by other parties. Coreslab Structures shall only be responsible for control of dust generated by the performance of its work activities such as cutting, sawing, drilling, grinding attaching, patching, or altering the precast. Coreslab Structures shall have the right to stop work and restrict access to the affected area(s) under the applicable OSHA standard if it can demonstrate, through appropriate monitoring devices or other methods, that the dust being generated is or is anticipated to be in excess of OSHA requirements related to total dust or respirable crystalline silica.

Any civil penalties imposed by OSHA or other regulatory bodies against Coreslab Structures due to non-compliance with the dust standards and due to no fault of Coreslab Structures shall be the responsibility of the General Contractor.
2. Firm, level and clear all-weather access for delivery and erection equipment under their own power. An unobstructed working strip 65 feet wide will be required adjacent to the foundation and north and south side street access of the building. Any power line closer than 10 feet to the operating radius of the crane required for erection shall either be moved or the power shut off. Any ramp required for access of delivery and/or erection equipment will be an 8% or less slope and of sufficient width to safely operate all equipment. Coreslab Erection Department will approve all site conditions prior to authorizing the start of any field operations.
3. Traffic control if required during delivery and/or erection at/or near the jobsite.

2nd Street and Brown Ave Parking Garage Expansion – Budget Proposal
February 26, 2026

4. Building control lines, corner points, and gridlines to be provided by the Contractor. If a gridline exceeds 250' in length, Contractor to provide intermediate control lines. Column centerlines and control lines marked on top of the foundation. Top of the foundation must be clean of dirt and debris.
5. Clean, level bearing surfaces free from all water, mud, and other obstructions at the proper elevation to receive Coreslab components. Where bottom of precast members occur below grade, excavations must provide a minimum of 2' clear to any anchor bolt or welded connection.
6. Coreslab will assist in the coordination of foundation embedments and will inspect their placement, after cast and prior to precast erection. Any out of tolerance embeds will be brought to your attention for correction.
7. Unobstructed lane access.
8. All safety barriers, opening covers or any other safety measures required by OSHA or other safety regulatory agency.
9. Adequate protection of curbs, sidewalks, or asphalt to prevent damage caused by Coreslab's heavy trucks and crane.
10. Prep & exposure of existing precast members for 'new' connections.
11. Retrofitting of any existing foundation/retaining walls.

DRAFTING, DESIGN AND APPROVALS

This proposal is based on Coreslab's standard design, manufacturing, and installation criteria. Coreslab will provide member design and shop drawings. Approved shop drawings shall constitute the extent and scope of work required by Coreslab under this Agreement. Coreslab will not manufacture any product until approved shop drawings have been received.

QUALITY ASSURANCE

All of the precast/prestressed concrete in this proposal shall be fabricated in accordance with PCI MNL-116.

FALL PROTECTION PLAN

100% tie off on the structure will be used by all field employees when working within 6' of an unprotected edge, outside of the controlled access zone, and where the fall distance is 6' or greater to the lower level.

Unloading Precast Products Delivered to the Jobsite

Conventional fall protection is infeasible and creates a greater hazard when accessing precast products delivered on trailers. Therefore, Coreslab will only allow trained employees to access the product on the trailer for the time necessary to complete the rigging activities. This plan establishes that employees are to access the precast product only for the time necessary to attach or detach rigging and position dunnage, no other activity is allowed or permitted. Employees who access the trailers will not be tied off while performing these tasks.

2nd Street and Brown Ave Parking Garage Expansion – Budget Proposal
February 26, 2026

PAYMENT TERMS

Monthly progress payments required for drafting, design, mobilization, fabrication, delivery, erection, and any other work performed during the preceding month. Specifically included are pieces fabricated and stored in Coreslab's yard.

Retention reduced to 5% upon 50% completion of our work. The final release of retention is due within 30 days of the end of the project. For residential wrap precast parking structures, the final release of retention is due within 30 days of substantial completion of the precast structure portion, not the adjoining apartments.

Adherence to the terms and conditions of Arizona's Prompt Payment Act required for both monthly and final payments.

ADDITIONAL INSURED AND INDEMNITY PROVISIONS

Additional insured coverage is to be furnished by an insurance certificate.

Indemnification shall be limited to the extent of bodily injury and property damage caused by the negligent acts or omissions of Coreslab Structures (ARIZ) Inc. or by anyone employed directly or indirectly by them during the performance of their work. In no event, shall Coreslab Structures be required to defend, indemnify, or hold harmless any Indemnitee for any negligent acts or omissions of an Indemnitee.

If a subcontract is issued in lieu of signing this proposal letter, the contract indemnity clause must read:

“To the fullest extent permitted by law, Coreslab Structures (ARIZ) Inc. shall indemnify, defend and hold harmless the General Contractor, Owner, Architect/Engineer, Architect's Engineer's consultants, and agents and employees of any of them (hereinafter referred to as “Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Coreslab Structures (ARIZ) Inc., anyone directly or indirectly employed by Coreslab Structures (ARIZ) Inc., or anyone for whose acts Coreslab Structures (ARIZ) Inc. may be liable, regardless of whether or not such claim, damage, or expense is caused in part by an Indemnitee. In no event, however, shall Coreslab Structures (ARIZ) Inc. be required to defend, indemnify, or hold harmless any Indemnitee for any negligent acts or omission of an Indemnitee.”

NOTE: This is the only language we will accept regarding indemnification, in a subcontract.

2nd Street and Brown Ave Parking Garage Expansion – Budget Proposal
February 26, 2026

CONTRACT TERMS

If the project Prime Contract is not available at time of bid or budget, Coreslab requires the opportunity to address scope, schedule, and terms accordingly.

Final contract is subject to review and comments by Coreslab prior to signature.

No offset clauses will be accepted. This contract shall address this project only, without reference or accountability to any other project(s).

Coreslab provided tools and equipment are the exclusive property of Coreslab.

If required, Coreslab's Professional Liability insurance policy limit is \$2,000,000 per claim and \$2,000,000 in the aggregate per year.

Any cancellation of contract for convenience shall entitle subcontractor to collect for Plant Overhead (burden) and lost profit for the duration of time that project would have been in Seller's plant.

GENERAL CONTRACTOR TO CARRY "BUILDER'S RISK"

This proposal is based upon the General Contractor or Owner carrying full coverage "Builder's Risk" on the entire project to which this proposal applies, at no expense to Coreslab. The General Contractor will provide evidence of such coverage to Coreslab prior to any product being delivered to the jobsite.

Coreslab agrees to hold the General Contractor harmless for property damage and bodily injury which results from, and which is limited to, acts of negligence on the part of Coreslab, its employees, agents, and subcontractors. However, the General Contractor agrees to take all necessary protective measures to prevent damage to utilities, footings, foundation walls, curbs, sidewalks, driveways, and concrete or asphalt paving and to release Coreslab from liability for such damage that occurs. Every effort will be made by Coreslab crews to avoid such damage.

REMEDIAL WORK

Coreslab using its own specialists and workers shall perform remedial jobsite work. No backcharges will be accepted unless authorized in writing by a representative of Coreslab. If so authorized, invoicing of complete charges must be received in its office within 15 days of completion of the work.

UNFORESEEN DELAYS

Coreslab will not be liable for delays in the fabrication or delivery of materials as a result of fire, labor difficulties, transit loss or damage, non-availability of supplies from usual sources, acts of God, or, without limitation by the foregoing, any causes beyond Coreslab's reasonable control.

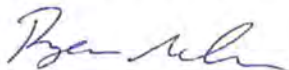
2nd Street and Brown Ave Parking Garage Expansion – Budget Proposal
February 26, 2026

This subcontract shall not be assigned without the written consent of Coreslab. A formal purchase order or contract submitted must stipulate: "Terms and conditions set forth in Coreslab's proposal of February 26, 2026." Coreslab reserves the right to reject any subcontract tendered which is inconsistent with terms outlined herein.

We thank you for the opportunity of submitting this proposal.

Sincerely,

CORESLAB STRUCTURES (ARIZ) INC.

A handwritten signature in black ink, appearing to read "Ryan Mohn".

Ryan Mohn
Project Consultant

[Forecast Outcome](#)

PROJECT: Brown Ave Parking Structure
 BID ABSTRACTS FOR: Masonry



				Sub-Contractor	Huff & Sons	Re-Create			
				Contact	Wes Huff	Rocky Boydston			
				Email	bids@huffandsons.com	ton@recreatecompanies.com			
				Phone	480-922-9511	480-492-8865			
				Base Bid	\$174,000	\$138,470			
	QTY	UM	\$						
GARAGE:									
Sheet S202									
8" Masonry Wall at Existing Stairs & Elevator w/ 1-#5 Vertical at 32" OC & 2-#4 Horizontal at 40" O. Grouted Solid	201	SF		Included		Included			
Sheet S204 & S205 - North Elevator & Stair									
8" Masonry Wall at Existing Stairs & Elevator w/ 1-#5 Vertical at 32" OC & 2-#4 Horizontal at 40" O. Grouted Solid	2,908	SF		Included		Included			
BID FORECASTED COST:									
Sheet A210, 2/A410 & 1/A411									
CMU Column at Entrance & South Exit	1,152	SF	30	Included		34,560			
Install HM Frame	4	EA	450		1,800	1,800			
Repair CMU Wall for Removing Existing Elevator Cab	1	LS	15,000		15,000	15,000			
CMU Infill Around Elevator Door on Lower & Ground Floor	1	LS	5,000		5,000	5,000			
Bid Forecasted Cost Total:					\$ 21,800	\$ 56,360	\$ -	\$ -	\$ -
Total Budget: Base Bid + Bid Forecasted Costs					\$195,800	\$194,830			

Lic. No. 050271

Huff & Sons

Construction, Inc.

March 2, 2026

Chasse Building Team
230 South Siesta Lane
Tempe, AZ 85281

RE: Masonry Budget Proposal / Brown Avenue Parking Structure
7234 E 2nd St
Scottsdale, AZ 85251

Masonry budget proposal to include all labor and material for the masonry construction of the Brown Avenue Parking Structure project, as design development plans provided Huff & Sons Construction, Inc.

Inclusions: 8x8x16 Standard gray CMU, grout, rebar, joint reinforcement, standard gray mortar, CMU per standard ASTM C90 requirements, and installation of CMU to the "standard" level of quality as set forth by the Arizona Masonry Guild.

Exclusions: Demolition, footings, cast in place concrete, decorative precast concrete products, GFRC Precast products, brick veneer, stone veneer, other veneer products, stucco, EIFS system, admixtures in block, mortar or grout, reglets or flashing, metal wall caps, angle iron, steel lintels, beam saddles or other carpentry hardware, embeds for structural steel or roof structure, embeds for other trades, installation of embeds over 200 lbs., setting of embeds requiring zero tolerance conditions, drypack, bolts, expansion bolts, PA straps, expanded foam loose fill insulation, applied water repellent, waterproofing, sealer, caulking, paint or stain, masonry dumpsters, washout box, surveying, engineering layout, permits, fees, testing or sales tax.

Scope: Budget bid amount to items listed below. No decorative precast concrete or brick veneer is included.

CMU @ Elevator/ Stair #1 from Main Level to top out

CMU wall @ Stair #2 @ Lowe level only where indicated on drawing

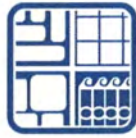
(8) CMU columns @ Main Level only (refer to A201, 1 on A411)

BUDGET _____ **\$174,000**

Submitted By:



Wes Huff



**RE-CREATE
COMPANIES**

PROPOSAL

TO	PROJECT	DATE	PROPOSAL #
Chasse Building Team 2400 W Broadway Rd Mesa, AZ 85202 P: 480-425-7777 F: 480-425-7780	Brown Ave. Parking Garage 7234 E. 2nd St Scottsdale, AZ 85251	3/2/2026	23917

Description	Qty	Rate	Total
Per DD Plans Dated 2.4.26			
Brick Veneer 7042 sf Using Coronado- Adobe Brick- Saltillo	1	187,650.00	187,650.00
**Note- A lot of the details that are developing with the soldiering, projections and what looks to be brick caps are lacking and not included. Also this is a manufactured thin brick there will be a lot of limitations and inability to achieve where the design is headed. I can be available upon request to join a design meeting and assist.			
GFRC- Pricing pending detail development		0.00	0.00
Elevator/ Stair CMU 100 lf x 42'4" ht- L1-Roof- Stair 1 & Elevator 27 lf x 10'4" ht- LL Elevator & Stair 1 19 lf x 10'4" ht- LL Stair 2 Using Grey CMU, #5 V @ 32", #5 BB @ 40", Solid Grout, Drill Epoxy	1	138,470.00	138,470.00
Parking CMU 43 lf x 10'4" ht- LL Sump Pump 2/A401 169 lf x 10'4" ht- LL Electrical/ Storage 2/A400	1	67,140.00	67,140.00
**Note- Arch & Structural are conflicting on if and what walls are needed			

TOTAL

Proposal by: Rocky Boydston, Estimator. Email: rboydston@recreatecompanies.com
All proposals are valid for 30 days. ROC257825

CREATIVE MASONRY / PAVER CREATIONS / RE-CREATIONS CUSTOM-STONWORKS
phone: 623.780.4771 fax: 623.780.4655
2710 W Foothill Drive, Phoenix, AZ 85027



**RE-CREATE
COMPANIES**

PROPOSAL

TO	PROJECT	DATE	PROPOSAL #
Chasse Building Team 2400 W Broadway Rd Mesa, AZ 85202 P: 480-425-7777 F: 480-425-7780	Brown Ave. Parking Garage 7234 E. 2nd St Scottsdale, AZ 85251	3/2/2026	23917

Description	Qty	Rate	Total
Paver Repair	1	5,440.00	5,440.00
Crosswalk Pavers- NTE 150 sf- per C102			
Us ing \$5/sf Paver Allowance			

Does Not Include The Following: 0.00 0.00

Pollution Liability Insurance, Professional Liability Insurance, Wall Bracing/Shoring, Footings, Demo, Mortar Wash, Stucco, Lath/Scratch/Brown, Paint, Parging, Door/Window Frames, Precast, Latex Modified Mortar, Bonding Agents, IWR, Dry-Bloc, Plasticizer, Vapor/Water Barrier, Water Proofing, Miscellaneous Metals, Flashing/Reglets, Sealants, Caulking, Insulation, Repair of Existing Conditions, Pavers, Trash Haul off, No More Than 2 Mobilizations, Cooled Water, Wetting Walls, Shading or Fog Spraying at High Temperatures (T&M Rates Will Apply), Coring, Drill/Dowel/Epoxy, Crane, Providing/Hauling Water, Washout Basin, Providing Embed Components or Sleeves, Installing Embeds/Beams Greater Than 200 Pounds, Drypacking Embeds, Post Installed Anchors, SWPPP, Engineering for scaffolding, As-Built, Shop Drawings, Engineering, Design, Testing, Special Inspections, Just in Time Delivery, Traffic Control, Parking Fees, Bonds, Permits, Overtime, Tax, Prevailing Wages, Per Diem, Liquidated Damages, Any Items Not Mentioned In Scope Above. This estimate is submitted as a package, if not awarded in full additional costs may apply.

NOTE:
This project may be affected by tariffs on construction materials, which can lead to increased costs depending on when this proposal is accepted

TOTAL \$398,700.00

Proposal by: Rocky Boydston, Estimator. Email: rboydston@recreatecompanies.com
All proposals are valid for 30 days. ROC257825

CREATIVE MASONRY / PAVER CREATIONS / RE-CREATIONS CUSTOM-STONEWORKS
phone: 623.780.4771 fax: 623.780.4655
2710 W Foothill Drive, Phoenix, AZ 85027

[Forecast Outcome](#)

PROJECT: Brown Ave Parking Structure
 BID ABSTRACTS FOR: Steel



	Sub-Contractor			Alignment	Amber Steel	W&W		
	QTY	UM	\$	Greg Leavitt	Roy Hunt	Michael Gillard		
				leavitt@alignmentsteel.com	roy@ambersteelinc.com	michael@w-ws.com		
				480-645-0134	480-793-6420	480-966-9427		
GMP1 Shop Drawings and Detailing Cost				48,500	46,424	14,000		

Lawrence Chan

From: Roy Hunt <roy@ambersteelinc.com>
Sent: Tuesday, March 10, 2026 9:45 AM
To: Lawrence Chan
Subject: Re: Brown Ave. Garage

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the source of this email and know the content is safe. CHASSE teammates will never be asked to purchase gift cards, change payroll information, share social security numbers, etc. via email.

Lawrence,

For shop drawings and detailing cost, we budgeted \$46,424.00

Roy Hunt
Amber STEEL FABRICATION, INC.
"Made with Steel ~ Strong like Steel"
11331 E. GERMANN ROAD
CHANDLER, ARIZONA 85286-1304
Cell (480)793-6420 FAX (480)786-3274



From: Lawrence Chan <lchan@chasse.us>
Sent: Tuesday, March 10, 2026 9:39 AM
To: Roy Hunt <roy@ambersteelinc.com>
Subject: Brown Ave. Garage

Hey Roy! Appreciate you putting together the pricing for the Brown Ave. Parking Garage. Would you be able to breakout your cost for shop drawings / detailing?

We are including this cost in an early GMP to help expedite the procurement process and would really appreciate if you could provide a ROM for this.

Please let us know, appreciate it!

Lawrence Chan
CHASSE Building Team
Now 100% Teammate Owned!
230 S Siesta Lane, Tempe, AZ 85288
O 480 425 7777

Lawrence Chan

From: Michael Gillard <michael@w-ws.com>
Sent: Thursday, March 5, 2026 1:05 PM
To: Lawrence Chan
Cc: Colton Malenfant; Mike O'Neil
Subject: 3698 Brown Ave Parking Garage (Add Breakouts)

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the source of this email and know the content is safe. CHASSE teammates will never be asked to purchase gift cards, change payroll information, share social security numbers, etc. via email.

Good afternoon Lawrence,
Here are the budget breakouts we discussed on the phone.

1. The small fence sections throughout the building on A301. Budget: \$16,000
2. 15 Window Guards on A412. Budget: \$5,400
3. Additional railing at stairs on A500: \$20,000
4. Detailing/Shop Drawings: \$14,000

I am still waiting on getting a cost estimate for the Weathered Deck on the canopies.

Thank You!

Michael Gillard
W&W Structural, Inc.

C 480/ 747 7067
P 480/ 966 9427
F 480/ 966 9775

www.w-ws.com
1971 E. 5th Street, Suite 108
Tempe, Arizona 85288



Lawrence Chan

From: Greg Leavitt <greg.leavitt@alignmentsteel.com>
Sent: Wednesday, March 4, 2026 2:22 PM
To: Mike O'Neil
Cc: Lawrence Chan
Subject: RE: Brown Ave. Garage

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the source of this email and know the content is safe. CHASSE teammates will never be asked to purchase gift cards, change payroll information, share social security numbers, etc. via email.

We have \$48,500 in our budget

Thanks,

Greg Leavitt
President
Cell 480-645-0134
greg.leavitt@alignmentsteel.com



15270 N. 83rd Place, Suite 200
Scottsdale, AZ 85260
Fax: 480-584-6873

From: Mike O'Neil <moneil@chasse.us>
Sent: Wednesday, March 4, 2026 1:29 PM
To: Greg Leavitt <greg.leavitt@alignmentsteel.com>
Cc: Lawrence Chan <lchan@chasse.us>
Subject: Brown Ave. Garage

Hey Greg! Appreciate you putting together the pricing for the Brown Ave. Parking Garage. Would you be able to breakout your cost for shop drawings / detailing? We are including this cost in an early GMP to help expedite the procurement process and would really appreciate if you could provide a ROM for this before Friday 3/6 this week.

Please let us know, appreciate it!

Mike O'Neil
CHASSE Building Team

[Forecast Outcome](#)

PROJECT: Brown Ave Parking Structure
 BID ABSTRACTS FOR: Elevators



				Sub-Contractor						
				Contact						
				Email						
				Phone						
				Base Bid						
				QTY	UM	\$				
ELEVATORS:										
Cab Finish Package per ID or Contract Doc.										
KONE MonoSpace 300 DX Gearless Traction Elevator				Included - MonoSpace 500 DX						
Walls: 441 Brushed Stainless Steel (45S)				Included						
Ceiling: Round, LED Spotlights				Included						
Railing: Brushed Stainless Steel				Included						
Entrance: Brushed Stainless Steel				Included						
Emergency Battery Device				\$ 7,500.00						
Removal of Existing				\$ 27,000.00						
ELEV-1										
# of Front Openings:				4 EA						
# of Rear Opening:				Excluded						
Fit in Shaft Size:				8ft5in x 5ft9in						
Pit Depth:				5ft						
Rated Capacity/Load: lb.				2500lb						
Rated Speed: fpm				150 fpm						
Length of Travel:				38ft3in						
Size of Entrance:				3ft6in x 7ft0in						
Automatic Evacuation: Battery Back-up?				Included						
Power Supply:				Required 208/60						
BID FORECASTED COST:										
Flooring:				81	SF	50	4,050			
Technician Time To Operate Elevator For Other Trades				100	HRS	250	25,000			
Bid Forecasted Cost Total:							\$ 63,550	\$ -	\$ -	\$ -
Total Budget: Base Bid + Bid Forecasted Costs							\$250,550			



Proposal for

Brown Ave PG - Old Town

CHASSE BUILDING TEAM
Attention: Jonathan Cheek

KONE People Flow Solution Proposal
03/02/2026

Dedicated to
People Flow™



CHASSE BUILDING TEAM
 Attention: Jonathan Cheek
 230 S SIESTA LN 5
 TEMPE, Arizona 85288-3044



KONE People Flow Solutions Proposal
 Brown Ave PG - Old Town
 03/02/2026
 T-0008522070

Prepared by: Nolan Kvam, Senior Sales Executive
 +16027144079
 nolan.kvam@kone.com

1. Proposal

Pricing summary

The KONE solution includes design, manufacturing, supply and installation of the following:

Equipment name	Solution	Capacity/Speed	Landings/Entrances	 Elevator	Price
 MKOF NEB MonoSpace 500 24.2-1	1 x KONE MonoSpace 500 DX	2500 lbs / 150 fpm	Landings: 4 Entrances: 4 front / 0 rear		\$ 187,000.00
Building 1 Total					\$ 187,000.00
Total Sales Price, net excluding TAX					\$ 187,000.00

Additional options

The following options may be added to our proposal if desired.
 The following options may be added to our proposal if desired.

- Emergency Battery Device - \$7,500.00
- Removal of Existing Elevator (If required) - \$27,000.00

Validity of proposal

Pricing is based on the contents specified in this Proposal and the appendices and Bid Attachments, which are incorporated into this Proposal (the "Proposal"). Contract terms shall be in accordance with Bid Attachment "A" / KONE Inc. General Terms and Conditions and Bid Attachment "B" / Site Safety Requirements/ Work by Others, which are incorporated by reference. In the event of conflicts or inconsistencies between this Proposal and any other contract document (including any contract drawing or specification), this Proposal shall supersede and prevail. This Proposal is valid for 30 days.

This proposal does not account for tariffs imposed after February 1, 2025, due to the volatility of global economic politics. While KONE is actively working to mitigate impacts through strategic sourcing and logistics, tariff rates are subject to change and shall be assessed at the time of import. To help manage this uncertainty, KONE recommends a contingency allowance to be set-aside for tariffs, which may be discussed during the final negotiation of the contract with your local KONE sales professional.



2. Your Solution

Elevator Technical Specification

MKOF NEB MonoSpace 500 24.2-1

Base solution

KONE Solution	KONE MonoSpace 500 DX
Machinery location	Guiderail-mounted in overhead of hoistway
Capacity (lb)	2500
Speed (fpm)	150
Travel height (ft)	38 ft 3 in
Stops	4
Front entrances	4
Rear entrances	0
Control system	Full collective Simplex
IBC seismic design Category	B
Value (IP) (SDS)	0
Regulations	ASME A17.1-2019
KONE Environmental Product Declarations	https://www.kone.com/en/products-and-services/green-building/lifecycle-impact-assessments/

Shaft construction

Shaft size (W x D) (ft)	8 ft 5 in x 5 ft 9 in
Pit depth (ft)	5 ft 0 in
Clear Height under Ceiling (ft)	13 ft 8 in
Headroom Bracket attach type B side	C-insert UNISTRUT (8)
Headroom Bracket attach type D side	C-insert UNISTRUT (8)

Mechanical components & machinery

Power supply, machinery (V / Hz)	208 / 60
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Car and doors

Car size (WxDxH) (in)	6 ft 9 in wide x 4 ft 4.4688 in deep x 8 ft 0 in high
Door opening dimensions (WxH) (ft)	3 ft 6 in x 7 ft 0 in
Controller location	1st floor



Design Group 1 - MKOF NEB MonoSpace 500 24.2-1



Rear and Side walls



Front and Side walls



Do you want to see the design in 3D view?
Click below

[KONE CAR DESIGNER](#)



<https://cardesigner.kone.us/#/doc/e1b5a14b-efad-4e77-838e-7368d1936bb7>

Materials and design

Please note that all images are for illustration purposes only. Some differences to actual product delivered may exist including number of wall panels, orientation of design, etc. Final approved layout drawings will reflect the actual cab design.

Elevator MKOF NEB MonoSpace 500 24.2-1

Car walls	Scottish Quad - Textured Stainless Steel
Front wall	#4 Brushed Stainless Steel, pan type door
Ceiling	Direct lighting,round LED (CL80) #4 Brushed Stainless Steel
Flooring by others	Maximum floor thickness: 0.75 in Maximum floor weight: 1 lb/ft2
Handrail	Round, straight ends (HR61) #4 Brushed Stainless Steel Handrail on rear wall
Skirting	#4 Brushed Stainless Steel
Car Fan	Fan Required
Protection pads	KONE standard pads and hooks included
Door type	Single-speed, center-opening
Door material	#4 Brushed Stainless Steel



Sill material	Aluminum
Number of car operating panels (COP)	1
COP details	Dot matrix Flush #4 Brushed Stainless Steel Vertical (VER) 15.6"Media Screen all in 1 (CM4) Metallic Black with White mark
Jamb mounted destination indicator	Car Lantern (jamb-mounted) included
Signalization Series	KSS 140 vandal resistant signalization

Additional Options

24/7 Emergency Communications	Yes
Hall/Lobby panel included	No
Locking of car calls switch type	Card Reader Provisions
Operation of car ventilation	KONE Standard Fan

Landing	Floor Marking	Landing Sill Material	Finish	Entrance Frame type	Hall Lantern / Position Indicator
4 Front	3	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	None
3 Front	2	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	None
2 Front	*1	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	None
1 Front	LL	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	None



3. Project-Specific Clarifications

This proposal includes provisions for KONE 24/7 Emergency Video Communications, which fully meets the intent of IBC 2018 and ASME A17.1 2019 code. In addition to the two-way audio communication, it allows for text-based two-way communication between the elevator cab and the KONE Customer Care Center as well as means to visually verify if the cab is occupied when an emergency call is placed. This solution is turn-key and code compliant, and includes the following:

- Hardware that enables audio and text-based two-way communication and video into the elevator cab, including touchscreen mounted in the car operating panel, camera, and all related wiring
- Wireless communication to KONE Customer Care Center is provided by KONE. No additional data and voice network or phone line is required to be provided by others
- 4-hour battery backup of both of in-car communication devices, wireless data, and voice network
- 24 hour-a-day, 7-day-a-week monitoring of elevator by KONE Customer Care Center
- The customer must provide a LAN network with internet service for the KONE Emergency Video Communications solution to connect with Cloud services. The network should support a 4-hour power backup and DHCP service for KONE devices. A router may be required for network interconnection. However, router delivery and configuration, as well as cables connecting KONE solutions to the LAN network, are not included in KONE's scope. The provided cables must reach the KONE solution's installed location. Specific network requirements will be detailed separately.

KONE 24/7 Emergency Video Communications services are included in the proposal for the duration of the warranty maintenance period. The payment obligation related to the KONE 24/7 Emergency Video Communications services among other provisions, survives termination of any maintenance agreement. Sufficient AT&T or Verizon cellular in the United States, or Rogers Roaming in Canada, connectivity in the control space and a dedicated 110V disconnect are required to be provided by others to enable KONE 24/7 Emergency Video Communications.

- **If KONE is required to remove portions of the existing elevator. See below:**
 - We will require a dumpster at the jobsite (by others) for our use.
 - All elevator door panels will be removed by KONE. The embedded entrance frames will need to be removed by your demolition crew as you open the face of the hoistway up to meet our rough opening requirements.
 - Our elevator removal will further consist of the disposal of the existing cab, guiderails, controller, hydraulic pump. All other elevator items are to be removed by others (jack etc)..
- KONE is the basis of design, and have prepared our bid surrounding the KONE Mono500 MRL Traction Elevator at 2,500#'s.
- The smallest I can get the hoistway width within our system is 8'-5". From previous conversations there appears to be a 8'-4" hoistway width present. As discussed, KONE will need our minimum hoistway dimensions met. This should not be a problem on the upper floors. However, we will need further understanding of the hoistway from pit to first floor.
- KONE requires a 5' pit depth.
- KONE will require, parking free of charge, for our installers while on site.
- This pricing includes the initial 10% tariff that was levied.
- This pricing does not include the most recent tariffs against China as those are still volatile and changing. These should be planned for via an allowance on your side. These charges would be billed and applicable when the elevator product passes through the port.
- This pricing includes all units being installed within a 2027 labor install year.
- This pricing includes the features as listed in our bid letter, changes to what is included in our bid letter will have to be priced separately.
- KONE REQUIRES the use of the jobsite forklift for material unload and trash haul out.



4. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our versatile product portfolio features a wide range of innovative products including elevators, escalators, and autowalks.

You are supported by our broad district and branch network across North America.



over
800k
Ecodisc installations worldwide

over
1.2M
units maintained

55,000+ employees
 **450,000** customers worldwide

25,000+
machine room-less elevators installed in the US

Product offer

KONE MonoSpace DX®

A flexible machine room-less traction elevator solution for low to mid-rise buildings.

- Excellent eco-efficiency – hoisting technology, lighting, and standby solutions for energy efficient operation.
- Superb ride comfort – smooth and quiet operation in compliance with our strict ride-comfort standards.
- Versatile design - a broad set of attractive materials and accessories to create the perfect interior for your elevator.



KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind

KONE elevators can be equipped with KONE 24/7 Connected Services. This solution allows our teams to predict issues and act before a shutdown occurs. For our customer and building tenants, it means improved reporting and communication on maintenance work with full transparency and ease of mind.



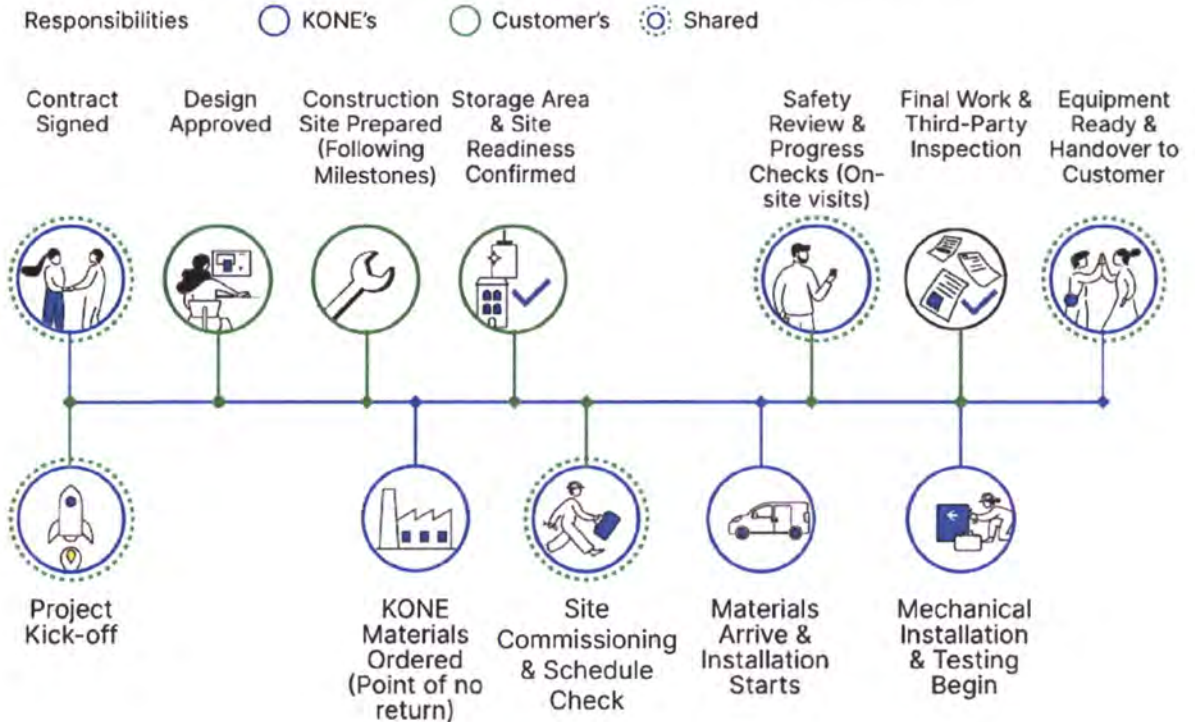
Read more at
kone.us/connected



5. Ensuring Project Success

Project Schedule Overview

This Proposal is conditioned upon KONE's standard installation methodology and all work performed during normal business hours, excluding IUVEC (International Union of Elevator Constructors) holidays. The following schedule is proposed:



Preparation of Submittals	8 weeks	From receipt of contract and first payment.
Contract Review	8 weeks	From receipt of full contract package. All referenced documents required.
Approval of Submittals	TBD	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means notification in writing, by the Customer or Customer's Agent, that all submittals are approved, and manufacturing may commence. All finishes and features are to be confirmed at the time of submittal approval.
Manufacturing and Delivery	17-18 weeks	From receipt of submittal approval and an executed contract. KONE's policy is to release equipment to Manufacturing after the contract is fully executed by both parties. Note: KONE's factory has two-week shutdown over the month of December. Any manufacturing duration that falls during these months shall add two weeks to the manufacturing time.
Notice to commence on site and site check	2 weeks	Prior to starting the installation, KONE requires a two-week notice to inspect the site to ensure it fulfils the requirements set by KONE for commencing installation. Site Check will be performed in the two weeks before installation begins.
Installation	4 weeks	Only after the site has passed the Site Check inspection, the installation can start. Duration is per unit. If multiple units need to be installed at the same time, a Foreman will be required at additional cost - based on availability.
Testing and Commissioning	1-2 weeks	Clean 3-phase power, active phone line to the controller, and all life safety provided by others is required prior to testing / commissioning.



Site Preparation

KONE requires the following conditions fulfilled two weeks prior to commencement on site. Please see Bid Attachment "B" / Site Safety Requirements / Work by Others for more detailed site requirements. These conditions will be verified during the site readiness visit.

- 1 Adequate access for delivery of elevator material + clean/dry 21' x 56' storage space per elevator.
- 2 The hoistway, pit, and machine room must be clean, dry, and constructed per the approved KONE final layout drawings. Any required support for guide rail brackets, divider beams and divider screens from pit floor to the top of the hoistway will be provided by others. Note: bracket support points may be required between floors. The hoistway must be plumb according to tolerances listed on KONE Final approved layout drawings.
- 3 Removable, OSHA approved barricades must be provided around all hoistway openings. Provide and install full entrance protection, made of nylon mesh or reinforced plastic at all hoistway openings per OSHA 1346 1926.502(j). Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
- 4 Permanent or temporary three-phase and single-phase power of permanent characteristics with disconnect switches.
- 5 A hoist beam and safety beam (furnished by KONE) must be cut to size and installed in the elevator overhead per the approved KONE final layout drawings (hoistbeam capable of supporting the load requirement noted in our shop drawings).
- 6 Applicable work areas must have adequate lighting.
- 7 Finished floor marks must be visible from the hoistway openings at all landings.

Warranty

Our Proposal includes 12 months of KONE standard maintenance with KONE 24/7 Connected Services, including overtime callback service.

Price Adjustment

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or similar means), or any increase in duties or tariffs on imported materials, raw materials and/or finished goods, whether imposed by domestic or foreign governments.

Payment terms

Proposal price is valid with the following payment terms (Payment due date is 30 days net, from the date of KONE's electronic invoices):

30%	Engineering & Site Management
50%	Material
20%	Installation

KONE reserves the right to delay and/or suspend the work, including manufacturing, delivery, installation and/or final turnover of the equipment for non-payment. Prior to equipment turnover, KONE must be paid in full including all change orders, less retention. Additionally, prior to turnover KONE requires a signed Final Acceptance and receipt of a Final Punchlist from all parties. Should you have a requirement other than that shown above; we will be pleased to discuss it with you.

Confidentiality



Any pictures or images included in this Proposal are for information purposes only. This proposal and all attachments are intended for the exclusive use of the addressee-recipient. This proposal and attachments are proprietary, confidential, and protected by copyright laws of the United States of America and international treaties. Reproducing, copying, disclosing, adapting, publishing, or distributing this proposal or the attachments, in whole or part, is prohibited.

Completion

The price is based on KONE completing its work by December 31, 2027, and a material manufacturing start, no later than six months from the date of this Proposal. The standard wage rate is assumed. If KONE's on-site work is not completed in the above calendar year (due to delays by others), you will be responsible for the labor rate increase that occurs on January 1st of each following year.

Storage/delivery/remobilization

This Proposal is based on the site being handed over to KONE in accordance with KONE Site Safety Requirements, per Bid Attachment "B," on the agreed dates. Any changes to such dates are considered a change to the schedule and KONE shall be entitled to an extension of time and to recover all costs related to such changes and an extension of time. If the Site Requirements are not complete, KONE will not deliver the unit equipment to the job site. If KONE is unable to unload at the jobsite on the scheduled date and commence installation immediately, additional costs for off-site storage (\$5,000 / month per unit) and labor for double handling of the materials (\$4,000) shall be paid to KONE via a Change Order. Should KONE be required to demobilize, through no fault of its own, due to any suspension or work stoppage, and after material is delivered to the jobsite a charge of \$4,000 per crew shall be paid to KONE via a Change Order for each remobilization. Customer shall also store and protect the materials and equipment onsite or at a storage facility reasonably acceptable to KONE at Customer's sole risk and cost. If KONE is not able to commence installation on the agreed upon material delivery date or if KONE's work cannot be performed in an uninterrupted manner, labor may be reallocated to other projects and may not be available to reallocate to this project for several weeks. KONE is not responsible for any delay to the project resulting from labor reallocation because of Site Requirements not being complete by the material delivery date.

Operator time

No operator time is included in this proposal. If the General Contractor or another subcontractor requires access to the shaft or the use of the elevator platform for any reason prior to Final Acceptance, KONE will provide an operator per the standard hourly rate of \$250/hour for straight time or \$500/hour for overtime. Availability of an operator will be determined at the time of the request. KONE's installation schedule shall be extended by the time needed by other trades for access to the shaft.

Temporary construction time use

This proposal does not include provisions for temporary use of the elevator(s). Should temporary use be required, a monthly fee (\$3,500), costs of temporary inspections / re-inspections (\$2,500), and a hoistway screening cost (if applicable) will apply per elevator. Any additional cost for screening the hoistway (if applicable) and readjusting / refurbishment will be paid by customer. The General Contractor will provide:

- Protection of the elevator(s)
- Protection of hoistway openings
- Electrical service
- Temporary car enclosure
- Operator
- Two-way voice communication boxes at each landing

The KONE Temporary Acceptance Form shall be executed before any elevator is placed into temporary service. Please note that KONE requires two weeks minimum to refurbish the elevator(s) to a "like new" state prior to final turnover.

Other trade work

No additional time or costs (outside of the equipment installation and inspection time) have been included in this proposal for coordination with the life safety system, security system, or any other trades. KONE shall be entitled to an extension of time and / or additional costs incurred by additional time expended for coordination with other trades.

Changes to the work

KONE shall not be required to proceed with any Customer directed change to the Work ("Extra Work") until such Extra Work is evidenced in a mutually acceptable Change Order and signed by both parties. However, should KONE proceed with Extra Work pursuant to a Construction Change Directive or Field Order without a fully executed Change Order, such action is specifically conditioned on Customer promptly converting the Extra Work to a fully executed Change Order. KONE shall not be obligated to continue performance of Extra Work if the estimated value of unexecuted Change Orders exceeds ten percent (10%) of the Subcontract Price. No action by KONE, including but not limited to KONE performing Extra Work without an executed Change Order, will be construed to be a waiver of KONE's right to seek payment for the Extra Work performed, or to obtain a Change



Order at a later date, even if a notice period exists in the contract documents. KONE will not proceed with a Construction Change Directives or a Field Order if there is a reasonable safety concern or it is unreasonable to proceed.

Inspections

This Proposal includes one final inspection by the elevator code authority, per elevator, during normal working hours. Prior to scheduling the elevator final inspection with the Authority Having Jurisdiction (AHJ), building life safety including fire alarm and dedicated phone lines for each elevator must be fully operational. If the final inspection fails due to KONE's sole responsibility, KONE shall pay for the cost of re-inspection(s). Should re-inspection be required due to deficiencies by others, you will be responsible for the cost of re-inspection(s). All other testing will be provided for additional cost at normal KONE billing rates. During the final testing, a representative of the fire-life-safety contractors will be required (at no cost to KONE) while testing the elevators. No overtime has been included in this Proposal.



6. Proposal Acceptance

We have read in full and accept the content of this Proposal and all attachments.

Project Name: Brown Ave PG - Old Town

Proposal No: T-0008522070

Site Address: , , , Arizona

Total Sales Price: \$187,000.00

Customer

CHASSE BUILDING TEAM

Date

Signature

Printed name



Bid Attachment "A" / KONE Inc. General Terms and Conditions (New Equipment)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the "Proposal").

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within 30 days from the date of the Bid Letter unless stated otherwise. Prior to commencing manufacturing, KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE's letter specifying the ship date ("Ship Date Letter") signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from receipt of an electronic invoice, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys' fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance, which is incorporated by reference herein, or Equipment turnover, whichever occurs first.

If certified payroll reporting is required, KONE will submit reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements ("Site Requirements"), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE's materials, KONE shall verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. If there are any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be

subject to the availability of labor and the delivery of material. KONE shall not participate in a composite clean-up crew or any costs thereto. KONE shall not attend jobsite meetings until mobilized onsite.

KONE's work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE's standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE's control, Customer shall store the Equipment at Customer's cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization.

KONE shall not be required to perform overtime or any Customer directed change to its work ("Extra Work") without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE's right to seek payment for Extra Work performed. KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades prior to Equipment turnover.

6. TEMPORARY USE

Temporary use of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

KONE's work shall not include any abatement or disturbance of asbestos-containing material (ACM), presumed asbestos-containing materials (PACM) or other hazardous materials (i.e., lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required for KONE to perform its work shall be the customer's sole responsibility and expense. Prior to the execution of the contract, the owner and/or the general contractor are responsible for providing written notification to KONE of the existence of HazMat in any location where KONE's work will be performed. Should the customer require elevator personnel to position/reposition the elevator equipment to allow the customer's abatement company to perform abatement work, KONE will present a separate proposal for additional work to the customer.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punchlist. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manual, which is only in English, on a flash drive. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.



Bid Attachment "A" / KONE Inc. General Terms and Conditions (New Equipment)

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent.

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. BACKCHARGES

KONE shall not be responsible for backcharges unless Customer provides at least 2 business days' written notice prior to incurring such charges, supporting documentation and such charges directly arise out of KONE's failure to perform under the Proposal.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

If materials are manufactured more than twelve months after Contract date, KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping. Further, KONE shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments.

21. 24/7 EMERGENCY VIDEO COMMUNICATIONS

Applicable only for projects where KONE 24/7 Emergency Video Communications is included: The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services must be signed by the Building Owner. This contract addendum requires the Building Owner to pay a fee for audio, video, and data connectivity. This payment obligation, among other provisions, survives termination of any maintenance agreement.

22. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.



Site Safety Requirements / Work by Others
KONE MonoSpace 500 Bid Attachment "B"

Purchaser to provide the following in accordance with code requirements. NOTE: All site preparation required to be in place prior to KONE's start must be ready two (2) weeks prior to the start of installation.

General

1. Provide sufficient on-site refuse containers for the disposal of the elevator packing material. Should sufficient containers not be provided, the removal of the elevator packing material shall become the responsibility of others.
2. Provide forklift for KONE's exclusive use during the unloading of the elevator at time of delivery.
3. Provide any cutouts to accommodate the elevator equipment (see notes below).
4. Provide and install finished elevator cab flooring prior to balancing cabs (coordinate with KONE). Cab flooring/weight allowance shall be in accordance with KONE's approved layouts. Owner must provide certification (to the elevator inspector at time of inspection) that flooring meets flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1).
5. Provide permanent elevator lobby lighting, ceiling and flooring prior to inspection date.
6. Owner must provide certification (to the elevator inspector at time of inspection) that owner-supplied elevator interior finishes meet flame spread and smoke density requirements (ASME A17.1/CSA B44 sec. 2.14.2.1). In the case of using glass, transparent or translucent plastic panels for car interiors, they shall meet the requirements of ASME A17.1/CSA B44 sec. 2.14.1.8, ANSI Z97.1/ CGSB 12.1 in Canada.
7. Provide cutting/ coring of all openings and penetrations required to install hall push buttons, signal fixtures, wiring duct and piping, and sleeves. Sleeves will be required in the hoistway wall for EACH elevator.
8. Provide any repairs such as grouting, patching and painting made necessary by such cutting/ coring. Provide fire caulking around all fixtures and as needed to satisfy NFPA 70 article 300.21, or any applicable local code.
9. Please note that none of the elevator components are weather-proof and that the elevator entrances do not seal the hoistway from inclement weather. The entire elevator, hoistway, and controls must remain protected from inclement weather prior to and throughout the installation.
10. Communications Means for Emergency Personnel: Required for units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): For code year 2019 and later, customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through chat and have a video display of the cab interior. Voice will be communicated through the intercom. Where required by code, the communication

means for emergency personnel shall be located as follows:

- a. In jurisdictions not enforcing National Building Code of Canada (NBCC), the Fire Command Center (FCC).
- b. In jurisdictions enforcing the NBCC, the Central Alarm and Control Facility (CACF).
- c. In buildings without an FCC or CACF, on the designated level in a location approved by the local fire authority.

Safety

11. Provide adequate, rollable access with a minimum opening of 8' x 8' (2.5 m x 2.5 m) into the building. Clean, safe, secure, dry space is required adjacent to the hoistway at grade level, minimum of 21' x 56' (6.4m x 17m) per elevator for storage of materials.
12. Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions around all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code.
13. Provide and install full-covering entry protection as per local requirements and manufacturer's requirements. Protection to be made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per Federal OSHA requirements listed in 29 CFR 1926.502(j). In Canada, where required by Provincial regulation, enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway. Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
14. Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lb (2250 Kg) load per OSHA 29 CFR 1926.502, or any applicable local code. For machine-room-less applications, provide attachments as described above, or install KONE- provided 5" x 5" x 3/8" (127mm x 127mm x 9.6mm) tube steel lifeline beam in the elevator hoistway overhead 10 inches (254 mm) from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of hoisting I-beam. Lifeline tube steel supplied by KONE by request at no additional cost. Engineering details, attachment details and/or modifications, or any beam(s) alterations in the field for installation is by others.
15. Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29. CFR1926.1052 or any applicable local code.
16. Provide and maintain 6 foot (1800 mm) clear work area in front of all entrance openings per OSHA 29. CFR1926.502 or any applicable local code.



Hoistway

17. Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2" (50 mm) greater and may not be less than the clear dimensions detailed. (Tolerance: -0" + 2" [-0 mm +50 mm]).
18. Provide hoistway ventilation per local building code requirements as applicable. For proper equipment operation, the machine space in the machine room or at the top of the hoistway must maintain a temperature between 41 °F (5 °C) and 104 °F (40 °C). Maximum allowed humidity is 95% non-condensing.
For proper equipment operation, the space below the top of the hoistway, including the pit, must maintain a temperature between 5 °F (-15 °C) and 135 °F (57 °C) when the hoistway is located in a structure exposed to direct sunlight or not environmentally conditioned (e.g. parking garages). Maximum allowed humidity is 95% non-condensing.
19. Provide any partitions between common hoistways if applicable.
20. Install hoist beam(s) in overhead(s) per KONE final layout drawings. Beam supplied by KONE unless otherwise noted on layouts. Engineering and attachment details or field modifications of the beam is by others.
21. In cases where multiple elevators are in a common hoistway, and the counterweights are located between elevators, the entire length of counterweight runway must be guarded. The guard shall extend at least 6 inches (150mm) horizontally beyond each counterweight rail. The guard shall be made from wire-mesh material equal to or stronger than 0.048-inch diameter wire with openings not exceeding 1/2 inch (13 mm), securely fastened to keep the guard taut and plumb.
22. On applications where working platforms are required, working platforms provided shall comply with the requirements of the current ASME A17.1/CSA B44 code edition in effect at the time of installation and /or any applicable local code.
23. Provide adequate support for guide rail brackets from pit floor to the top of the hoistway. Locate rail backing per KONE final approved layout drawings. When maximum bracket span is exceeded, additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be corrected to meet the proper dimension at purchaser's expense.
24. If guide rail brackets are to attach to steel, ensure all brackets are installed prior to applying fireproofing to the steel. Otherwise, removal and reapplication of fireproofing will be at purchaser's expense.
25. All offsets, ledges or projections within the hoistway shall be addressed in accordance with applicable local code. All offsets, ledges or projections within the hoistway greater than 4 inches (100mm) must be tapered to not less than 75 degrees (ASME A17.1/CSA B44 sec 2.1.6.2). Maximum ledge or projection is 2 inches (50mm) in Massachusetts, California, District of Columbia and New York City.
26. If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to International Building Code (IBC) or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa).
27. KONE entrance jamps are non-ferrous, and material may not be attached to them (i.e. fire doors/curtains).
28. Arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates. Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings according to reaction loads shown on KONE Final Approved Layout Drawings (FALD) (ref. ASME A17.1/CSA B44 Section 2.11). Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or "special finish" walls.
NOTE: If concrete block wall construction- to prevent overloading entrance frames, top of entrances should not receive more than one row of block. A lintel must be installed to support additional rows of block.
29. Provide elevator landings suitably prepared to accept entrance sill installation per KONE final layout drawings. Grouting to be done by purchaser after sills are installed.
NOTE: Traditional angle or concrete sill support is not required.
30. Provide finished-floor height marks visible from hoistway openings at all landings minimum one week prior to beginning entrance installation. Placing floor height mark on hoistway wall is desirable. Complete "Contractor Verification Form of Sill to Sill Heights and Remote Machine Piping," CONSTR-07-0675.
31. Provide suitable, permanent lighting for control space with light switch located within 18" (457 mm) of strike jamb side of control space door where practical.



32. Electric lighting shall have a minimum lighting intensity of 200 lx (19 fc) at the floor level. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.
33. If the control space is located remote from the elevator hoistway top landing the following may apply:
- If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.
 - Provide suitable lighting in or above the machine space access with light switch located within 18" (457 mm) of strike jamb side of access space door where practical.
 - When permitted by state and local code the light switch should also control the machine space lighting.
 - In cases where a battery lowering device is provided, control closet may not be adequate. Please consult KONE representative.
34. Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620 or CEC article 38 whichever is applicable).
35. Provide and install light switch located at manual brake release location: may also be required in control space per local jurisdiction.
36. Where a single elevator is installed in a hoistway and a portion of the travel extends higher than 11m (36 ft.) between entrances (single blind hoistway), emergency door(s) must be provided. Emergency doors and their electrical contacts shall comply with the current ASME A17.1/CSA B44 code edition in effect at the time of installation and/or any applicable local code. ASME A17.1/CSA B44 requirement Section 2.11.1.2 covers "Emergency Doors in Blind Hoistways" and section 2.26.2 covers "Electrical Protective Devices". Each emergency door must be provided with an electrical contact with minimum UL/CSA NEMA A300 rating suitable for use in a 3-amp 230 VAC circuit. Consult KONE representative if there are any questions concerning the code requirements.
37. In jurisdictions enforcing the NBCC and in jurisdictions enforcing NFPA 72, the means for testing and maintenance of fire alarm initiating devices without having to enter the hoistway shall be permitted. When this means is provided it must comply with ASME A17.1-2019/CSA B44-19 (and later editions) requirement 2.8.2.4 and the location of equipment inside the elevator hoistway must be coordinated with KONE sales and/or operations representative.
38. Where Emergency Responder Radio Coverage (ERRC) equipment is required and located in the hoistway, consult KONE representative to ensure required running clearances are maintained and layout drawings are updated if required. Reference ASME A17.1-2022/CSA B44-22 (and later editions) requirements 2.8.7, 2.27.12 and 2.28.1.
- Pit**
39. Provide a legal, dry, and clean pit with level pit floor, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings (vertical forces detailed are two times the static loads).
40. Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush mounted, non-combustible cover capable of withstanding 150 lbs. per square foot (7 kPa). The sump pump/drain must at minimum, remove 3,000 gal/h (11.4 m³/h):
- ASME A17.1-2016/CSA B44-16 and earlier, per elevator.
 - ASME A17.1-2019/CSA B44-19 and later, per single hoistway or multiple car hoistway.
41. Provide a pit light fixture with switch and guards with an illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000 (and later editions). Recommended to provide minimum 4-foot double tube fluorescent fixture, with suitable guard and mounted to rear wall of pit per KONE installation representative's direction.
42. Provide a dedicated pit circuit with GFCI-protected 15- or 20-amp 120VAC duplex outlet. Location to be coordinated with the KONE project team using the KONE final approved layout drawings (NFPA 70 article 620 or CEC article 38 whichever is applicable).
43. Provide a single receptacle for sump pumps in accordance with (NFPA 70 article 620 or CEC article 38 whichever is applicable).
44. Pit ladder to be constructed of non-combustible material extending from pit floor to 48" (1200 mm) above the sill of the access landing. Pit ladder is supplied by KONE; provided by purchaser on other KONE products unless otherwise noted on the layout drawing. Locate per KONE final layout drawings. Coordinate ladder sizing and location with KONE representative to assure proper fit in hoistway.
45. When a separate pit access door is provided, it must conform to ASME A17.1, requirement 2.2.4.5. When an electric contact is required, it shall comply with ASME A17.1, requirement 2.2.4.5 (b) (1).



Electrical

46. US Applications - Purchaser provides in accordance with National Electrical Code, NFPA 70 (NEC) Article 620 or any applicable local code.
47. Canadian Applications - Purchaser provides in accordance with Canadian Electrical Code, C22.1 Section 38 or any applicable local code.
48. Provide dedicated GFCI-protected 20-amp 120 VAC duplex (15 amp in Canada) outlet next to each control cabinet.
49. Provide for all electrical branch circuits/disconnects to be labeled (NFPA 70 article 620, CEC articles 38/36).
50. Provide 480/208 VAC (USA) or 575/208 VAC (Canada) three-phase main line power, including piping, wiring and fused disconnect, to controller location to facilitate elevator installation prior to start of project.
WARNING: An Open Delta transformer is not acceptable to supply the main line power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive.
51. Provide 220 VAC single-phase temp. power and 115 VAC single-phase temp. power of permanent characteristics at each elevator landing for lighting and installation method tools. Locate connection points at elevator hoistway.
NOTE: For installation purposes related to items 49 and 50, please consult your KONE representative to confirm disconnect location(s) and type of temporary power.
52. When generator is used to provide 3-phase 480/208 VAC (USA) or 575/208 VAC (Canada) power for installation, purchaser to accept change notice for additional costs, estimated locally by installing office, to cover inefficiencies and any damages resulting from installing without permanent power present.
NOTE: Our elevator controllers require Wye configuration transformers. It is also the responsibility of the purchaser to provide consistent three-phase voltages balanced within +/- 10% when measured phase-to-phase and +/-10% when measured phase-to-ground.
53. Provide a dedicated 20-amp 115 VAC circuit in the fire command room piped and wired to the lobby panel where applicable.
54. Provide a dedicated 15-amp, 115 VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet for car lighting. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38).
55. Provide a separate 15-amp, 115 VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) for each seismic device; when required. Must include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38 whichever is applicable).
56. Hoistway lighting: If hoistway lighting is supplied or if ASME A17.1/CSA B44 Code Year 2022 or later, provide one additional fused 120VAC 20A service with ground (supplied through automatic emergency lighting supply if available in building) and wired into a junction box (provided by KONE) located in the top of the hoistway. Include the means to disconnect the service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38 whichever is applicable). Install and wire with 12 AWG a 20A 3-way switch in the hoistway at the first landing, wired to a 20A 3-way light switch in the hoistway at the top landing and then to the junction box in the top of the hoistway. These light switches are in addition to pit and overhead lighting.
NOTE: For installation purposes please consult your KONE representative to confirm disconnect location(s).
57. Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for each elevator with KONE 24/7 Emergency Video Communications, when specified. Must include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38).

Control Space/ Integrated Controls Solution (ICS)

58. Provide a legal control space/ machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside.
 Permanent door must be self-closing, self-locking, and require a key to open from outside. Must have adequate temporary or permanent lighting for installation purposes. For proper equipment operation, the temperature in the control space must maintain between 41° F [5° C] and 104° F (40° C). Maximum allowed humidity is 95% non-condensing.
59. Provide safe and convenient access to control space/machine room including provisions for necessary lighting for access path (ASME A17.1/CSA B44 sections 2.8.1 and 2.7.3).
60. Provide a clean and dry elevator control room.
61. Provide suitable lighting for control space with light switch located within 18" (457 mm) of strike jamb side of control space door where practical. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.



62. Provide dedicated GFCI-protected 120VAC 20 amp duplex (15 amp in Canada) outlet in the shaft, located above and centered to the entrance opening at the controller landing. Consult KONE installation team for precise location.
63. Provide a single means of disconnecting all ungrounded main line power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch with UL/CSA Class RK1 or equivalent J-Class fuses. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided.
- NOTE 1:** If a battery-powered rescue device is required, the above-mentioned disconnect must have an auxiliary contact monitored by elevator controller that is positively opened mechanically and is normally closed (NC) when the main line power is in the ON position and is normally open (NO) when power is in the OFF position.
- NOTE 2:** If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is normally closed (NC) when the main line power is in the ON position.
- NOTE 3:** Shunt trip not allowed in Canada and some US jurisdictions.
64. Provide a Direct-in-dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the appropriate phone jacks in the elevator control room. GC/ Owner may elect to have a separate analog line installed (one per elevator), or GC/ Owner may elect to provide DID lines from an Analog Station Card in the building's PBX system. If GC/Owner provides a Direct-in-Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. If PBX phone system, VOIP, network or other communications system is used, then the phone line provided from the analog station card must be an analog converter configured to drop the voltage just as a regular analog phone line when communications are out of service. All phone and associated equipment provided by GC/ Owner shall be in compliance with the requirements of ASME A17.1/ CSA B44, local codes and applicable law.
65. Provide customer maintained routed internet network connection, activated at least one week prior to inspection. Connection is to be terminated at the appropriate RJ45 connection in the elevator control space along with terminated CAT6 patch network cable(s) that reach the installed location of the KONE solution. GC/Owner may elect to have one network connection per elevator or GC/Owner may elect to provide a network switch located in the elevator control space with sufficient number of connections. Internet connectivity to/from KONE solution(s), has to be provided through a firewall solution by customer. KONE expects customer to follow industry security best practices when configuring the firewall. Customer is responsible for maintaining routed internet network connection to ensure operational security is maintained throughout the lifecycle of the building to guarantee the operation of the KONE solution.
66. Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator signal control cabinet in each group.
67. With emergency power service provide emergency power transfer switch and power change pending signals as required; 2 normally open dry contacts from transfer switch to controller (2 pairs plus ground wire). One contact closes to signal emergency power is present, the other contact closes to give 30 second pre-signal prior to transfer switch change. Termination of these wires is at the primary elevator signal control cabinet in each group (2 pairs plus ground wire).
68. Furnish and install smoke detectors and fire operation per ASME A17.1/CSA B44 sec 2.27.3.2, NFPA 72; one for lobby detector, machine room detector, hoistway detector (hoistway detector requirement determined by local code), and one for all grouped non-lobby detectors are required. Provide normally closed dry contacts, with wiring, to controller for each group listed above.
69. Provide and install smoke detector in hoistway as required per local codes, and in all elevator lobbies, machine room and controller space.
70. Provide heat detectors and "shunt-trip operation (US Only)" when sprinklers are required in machine room, machinery space, control room, control space or hoistway, (ASME A17.1 sec 2.8.3.3.2, NFPA 13 & NFPA 72).
71. If Fire Status Panel or Security panels are required, all remote conduit runs from elevator equipment room/machine space to these panels shall be by others.
72. Non-elevator related piping and equipment is prohibited in machine room or hoistway (ASME A17.1/CSA B44 sections 2.8.1 and 2.8.2).
73. Provide and mount at minimum a 10-pound, ABC-type fire extinguisher in control space (ASME A17.1



sec 8.6.1.6.5). (Not required in Canada for ASME A17.1-2019/CSA B44-19 and earlier editions).

Applicable for Integrated Control Solution (ICS)

74. Provide a completely open front wall at top landing with access as indicated on the KONE Final Approved Layout Drawings. Must have adequate temporary or permanent lighting for installation purposes.
NOTE: The lobby side of the ICS control cabinet must be faced with 2 layers of dry wall to comply with UL certification, regardless of front type. See KONE Final Approved Layout Drawings for details and wall type and minimum dimensions.
75. Provide environment for proper equipment operation during installation and after acceptance, the temperature at the top floor elevator lobby must maintain between 41° F (5° C) and 104° F (40° C). Maximum allowed humidity is 95% non-condensing.
76. Provide safe and convenient roll-able access to top floor elevator lobby area (ASME A17.1/CSA B44 sections 2.8.1 and 2.7.3).
77. Provide 480/208 VAC (USA) or 575/208 VAC (Canada), three-phase main line power, including piping, and wiring from fused disconnect, to junction box located in hoistway at top landing to facilitate elevator installation.
WARNING: A Wye configuration transformer is required. An Open Delta transformer is not acceptable to supply the main line power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive.
78. FIRE ALARM INITIATING DEVICE (FAID). FAID is a requirement of ASME A17.1/CSA B44, requirements 2.27.3.2.1 (b) and 2.27.3.2.2 (b). If ICS 2.0, provide two additional fused 120VAC 20A (15 amp in Canada) services with ground (supplied through automatic emergency lighting supply if available in building); both landed in the elevator controller. Include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38 whichever is applicable).
NOTE: Consult your KONE representative to confirm disconnect location(s).

Fire Service Access and Occupant Evacuation Operation IBC 2018 (and later) or Designated Fire Fighter's Elevator per the NBCC

79. **Elevators installed to A17.1-2019/CSA B44:19 and earlier code editions:**
 Per Section 3007 of the International Building Code (IBC), Fire Service Access Elevators shall be provided with hoistway lighting. The lighting shall illuminate the entire height of the hoistway and shall be located such that it does not interfere with the

operation of the elevator or reduce any clearances below applicable code requirements. Additionally, provide an enclosed 24 VDC relay (Omron G2R-1-S-DC24, or equivalent) local to the controller for interfacing hoistway lighting with elevator control system (applicable only in jurisdictions enforcing the IBC). Consult KONE representative to ensure required clearances are provided.

Elevators (including Fire Service Access elevators) installed to A17.1-2022/CSA B44:22 and newer code editions: All hoistway lighting is provided and installed by KONE.

80. Fire service access elevators per code requirements (IBC 403.6) shall be provided with hoistway lighting per code requirements (IBC 3007). The hoistway lighting shall illuminate the entire height of the hoistway and shall be located such that it does not interfere with the operation of the elevator or reduce any clearances below applicable code requirements. Additionally, provide an enclosed 24 vdc relay (Omron G2R-1-S-DC24, or equivalent) local to the controller for interfacing hoistway lighting with elevator system (applicable only in jurisdictions enforcing the IBC, International Building Code). Consult KONE representative to assure required clearances are provided.
81. Conductors and cables located outside of the elevator hoistway, machine space and control space, that provide normal or standby power, car lighting power, car ventilation power, car heating power, car air conditioning power, control signals, communication with the car and fire/heat-detecting systems control signals to Fire Service Access Elevators or designated Firefighter's Elevator, shall be protected by construction having a fire-resistance rating of not less than 2 hours. (APPLICABLE ONLY IN JURISDICTIONS ENFORCING THE IBC BUILDING CODE OR THE NBCC OR ANY APPLICABLE LOCAL CODES).
82. Prevent water from the operation of an automatic sprinkler system outside the enclosed lobby from infiltrating the hoistway enclosure in accordance with an approved method per section 3008.
83. Means for elevator shutdown in accordance with Section 3005 (shunt trip) shall not be installed on elevator systems used for Fire Service Access and/or Occupant Evacuation Elevators section 3008.



84. Occupant Evacuation elevators shall be continuously monitored at the fire command center, or a central control point approved by the fire department and arranged to display all of the following information per section **3008**.

- a. Floor location of each elevator car.
- b. Direction of travel of each elevator car.
- c. Status of each elevator car with respect to whether it is Occupied.
- d. Status of normal building power to the elevator equipment, elevator machinery and electrical apparatus cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
- e. Status of standby or emergency power system that provides backup power to the elevator equipment, elevator machinery and electrical cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
- f. Activation of any fire alarm initiating device in any elevator lobby, elevator machine room, machine space containing a motor controller or electric driving machine, control space, control room or elevator hoistway.
- g. Provide a minimum of one Elevator Guide monitor per landing for each OEO elevator group.

85. Each Fire Service and /or Occupant Evacuation elevator shall be supplied by both normal building power and Type 60 / Class 2 / Level 1 standby power per section **3008**.

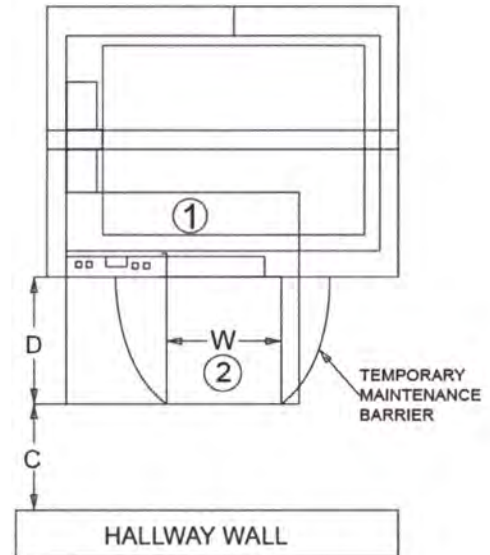
- a. Elevator equipment.
- b. Ventilation and cooling equipment for elevator machine rooms, control rooms, machinery spaces and control spaces.
- c. Elevator car lighting.

86. Standby power loads shall be based on the determination of the number of occupant evacuation elevators in sections **3008.1.1** and **3008.8.1**.

87. Wires or cables that are located outside of the elevator hoistway, machine room, control room and control space and that provide normal or standby power, control signals, communication with the car, lighting, heating, air conditioning, ventilation and fire-detecting systems to occupant evacuation elevators shall be protected using one of the following methods:

- a. Cables used for survivability of required critical circuits shall be listed in accordance with UL 2196 and shall have a fire-resistance rating of not less than 2 hours.
- b. 2. Electrical circuit protective systems shall have a fire-resistance rating of not less than 2 hours. Electrical circuit protective systems shall be installed in accordance with their listing requirements.
- c. Construction having a fire-resistance rating of not less than 2 hours.

Exception: Wiring and cables to control signals are not required to be protected provided that wiring and cables do not serve Phase II emergency in-car operation.



1. Since ICS control enclosure is vented into the hoistway, a fire alarm initiating device (FAID) is required in this portion of the control space.
2. A fire alarm initiation device (FAID) is required in the lobby area for each elevator (refer to item number 2 in the illustration above) to protect the control space when ICS is open and closed.

	USA	CANADA	COMMENT
W	30"	1m	NEC2020, CEC2021
D	36"	1m	NEC2020, CEC2021
C	Min 36"	Min 914mm	Minimum recommended. Consult ADA requirements for exact building clearance

[Forecast Outcome](#)

PROJECT: Brown Ave Parking Structure
 BID ABSTRACTS FOR: Fire Sprinkler



	Sub-Contractor	Contact	Complete Fire	Metro			
			stating@completefireaz.com	j.harden@metrofireaz.com			
			480-987-8200	480-332-7587			
GMP1 Shop Drawings and Detailing Cost	QTY	UM	\$	19,800	12,600		



19415 E. Germann Rd.
Queen Creek, AZ 85142

Phone: 480-987-8200
Email: estimating@completefireaz.com
ROC #275620 CR-16

Proposal

Proposal# 25-1626 2/27/2026

Project

Brown Ave. Parking Garage
7234 E. 2nd St.
Scottsdale, AZ 85257

Complete Fire Protection Inc. proposes to furnish fabrication, design, engineering, labor, materials, and equipment necessary to install the wet pipe fire sprinkler system in the above referenced building starting at the existing underground stub 6" above finished floor.

THIS PROPOSAL SHALL INCLUDE THE FOLLOWING:

- Design / Engineering / Permit
- Riser with sectional valves & manual standpipe system as required (if required)
- Upright heads throughout open to structure
- Pendent sprinkler heads throughout reflective ceiling utilizing flex head technologies
- Testing / Inspections

THIS PROPOSAL SHALL EXCLUDE THE FOLLOWING:

- 3rd party review fees
- Acoustical sealants
- Any and all additional work involving fire sprinklers
- Painting of pipe including but not limited to protection of sprinkler heads
- Electric wiring
- Underground fire line
- Any & all shut off fees
- Fire Extinguishers
- Fire Pump
- Sales Tax
- Custom Colors

Approved design to be per NFPA13 (latest edition) and the Authority Having Jurisdiction requirements and provided by Complete Fire Protection Inc. prior to fabrication and install.

Should additional work involving sprinklers be required, it would be charged on a change order basis.

All work shall be performed during standard business hours. Any overtime work will be an extra to the contract.

All work shall be installed in accordance with the regulations of the National Fire Protection Association and subject to the inspection and approval of the Authority Having Jurisdiction.

***All piping to be CRR 1.0 or greater, welded and threaded at the subcontractors discretion, unless otherwise noted.



19415 E. Germann Rd.
Queen Creek, AZ 85142

Phone: 480-987-8200
Email: estimating@completefireaz.com
ROC #275620 CR-16

Proposal

Proposal# 25-1626 2/27/2026

Project

Brown Ave. Parking Garage
7234 E. 2nd St.
Scottsdale, AZ 85257

Complete Fire Protection Inc. is to be paid the sum of (see breakdown) for the work as outlined herein, in monthly installments of 90% of work completed and material stored on site; net 30 days. The 10% retention shall be paid upon substantial completion of work.

Design \$19,800.00
Install \$358,840.00

BASE BID: \$378,640.00 (three hundred seventy eight thousand six hundred forty dollars)

Estimator Signature: _____
Steve Casterton

Contractor Signature: _____

THE OFFERING OF A PROPOSAL DOES NOT IMPLY THAT A CONTRACT TO PERFORM THE ABOVE MENTIONED SERVICES WILL BE EXECUTED. ACCEPTANCE OF ALL CONTRACTUAL OBLIGATIONS ARE SUBJECT TO SCOPE REVIEW, PROJECT SCHEDULING, AND CURRENT COST EVALUATIONS.

Complete Fire Protection, Inc. shall not be held responsible or obligated to meet any deferred submittal deadlines or associated timelines until the General Contractor has provided all necessary and complete documentation required for the development and completion of the fire protection system design. This includes, but is not limited to, architectural, structural, mechanical, and electrical plans and CAD Files, as well as any project-specific criteria or coordination information deemed essential by Complete Fire Protection, Inc. to perform design-related work.

Delays in providing these documents may result in corresponding delays to the deferred submittal schedule, for which Complete Fire Protection, Inc. assumes no liability.

Note: Payment is due within 30 days of date of invoice. All overdue invoices will be subject to a charge of 1.5% monthly (18% annually). If it becomes necessary to initiate collection proceedings, with or without filing suit, to collect any amount due and owing, all cost incurred in collecting such amount, including, but not limited to, reasonable attorneys' fees and court costs, Complete Fire Protection, Inc. shall be entitled to collect.



19415 E. Germann Rd.
Queen Creek, AZ 85142

Phone: 480-987-8200
Email: estimating@completefireaz.com
ROC #275620 CR-16

Proposal

Proposal# 25-1626 2/27/2026

Project

Brown Ave. Parking Garage
7234 E. 2nd St.
Scottsdale, AZ 85257

If this proposal is accepted by the General Contractor or Owner, and the parties execute a separate contract, the terms and conditions of this proposal shall govern, to the extent that the new agreement is silent on any terms of this proposal. Customer agrees to defend, indemnify, and hold harmless Complete Fire Protection Inc. from any claim, suite, demand, or liability whatsoever related to Customer's failure to maintain or protect the system, including, without limitation: Customer's failure to keep the building adequately heated; Customer's failure to maintain and protect the system in accordance with any applicable codes promulgated by the National Fire Protection Association; Costumer's failure to maintain and protect the system in accordance with the training and literature provided to General Contractor or Owner by Complete Fire Protection Inc; and damage to any component parts of the system caused in whole or in part by Customer's active or passive negligence.
Sales Tax



Metro Fire+Security
 63 S Hamilton Place
 Gilbert, AZ 85233
 480.464.0509

EQUIPPED+READY™

Locations

Gilbert, AZ Phoenix, AZ Prescott, AZ
 Tucson, AZ Las Vegas, NV Emeryville, CA
 Las Cruces, NM Albuquerque, NM El Paso, TX

FIRE+SECURITY

FIRE SPRINKLER BUDGET

Prepared For:

CHASSE Building Team
 230 S Siesta Ln
 Tempe, AZ 85288

Project Location:

BROWN AVE PARKING GARAGE
 7234 E 2nd St
 Scottsdale, AZ 85257

Attention: Lawrence Chan
 Phone: 323-350-7034
 Email: lchan@chasse.us

Proposal Number: QM22253
 Proposal Date: 3/5/2026
 Please Remit to: _____

Payment Terms: Monthly Progress Payments, Net 30 Days

Proposal Summary

New wet pipe fire sprinkler system at the above project location per NFPA 13, 2019 edition.
 The approximate total area is 90,531 SQ FT. (Across 2 new levels)

- System designed to meet the required density per NFPA 13.
- Backflow Prevention Device to be on fire line.
- All grooved piping to be black S10 with grooved fittings, threaded pipe to be S40 with ductile iron fittings.
- Fire sprinkler scope to start at existing 6" feed in NW Stairwell, see additional scope below..

Engineered sprinkler drawings to be submitted to the Authority Having Jurisdiction for permits before the commencement of any work.

- New system to be engineered and sized based on available water supply (provided by others).
- New Hydrant flow test to be performed prior to the commencement of design.

- System proposed is assuming adequate water supply (Provided by others).
 - Tax isn't included in the total below. Arizona form 5005 is required.
 - No Div 21 specs provided.

******BUDGETARY PRICING PER 100% DD******

Installed Price Subtotal	\$	309,893.42
Tax	\$	0.00
Total	\$	309,893.42

Add/Alternates



Proposal Number: QM22253

Scope of Work

Add 2 new levels of fire sprinkler protection with risers under new parking structures, fed from existing 6" in NW stairwell.
 Add new feed main & separate riser for galley building, tie into existing piping.
 Extend existing 6" standpipe in NW stairwell to 4' above 3rd floor, adding hose valves on all 3 levels.
 Extend existing 4" standpipe in 3 areas to 4' above 3rd floor, adding hose valves on all 3 levels.

Proposal Number: QM22253

Scope of Work (Continued)

Change Order Breakout

	\$
	\$
	\$
	\$
	\$
Change Order Total	\$ -

Proposed Project to Date

Base Contract:	\$
Change Order:	\$ -
Project Total*	\$ -

*Pricing includes all parts, materials, labor, and applicable taxes

Proposal Number: QM22253

Fire Sprinkler Inclusions

- Design criteria as described above; installation per NFPA standard 13.
- All required design, permits, labor, materials, equipment.
- Fire sprinkler heads will be brass uprights.
- Additional labor will be added for any return trips due to access or inspection issues of other trades.
- Additional work or material requested must be approved in writing prior to being performed or ordered.
- Pricing based on project plans in electronic format, (both pdf and .dwg) being provided to Metro Fire+Security at no additional cost.
- MOB trips for standard Demo, Relocate/Install, & Final Inspection. Additional trips will be charged accordingly.
- All work to be scheduled shall be coordinated with other subcontractors prior to install.

Fire Sprinkler Exclusions

- Adequate water source: This estimate assumes that adequate water volume and pressure for the fire sprinkler systems will be provided by the client. Excludes fire pump and or tank if required.
- Temporary Power is provided by others.
- Alarm work, electrical wiring of any items including tamper switch, flow switch, or electric bell, or conduit.
- Painting/Galvanizing or masking of fire sprinkler components, including piping.
- Fire Extinguishers, Hood Systems/Ansul Systems.
- Fire protection below any non-combustible canopies or overhangs/awnings per NFPA 13.
- Any Special fire suppression systems.
- Ceiling joist load calculations/ engineering analysis are excluded.
- Any Prevailing/Davis Bacon or HUD wage rates/requirements.
- OT Hours (unless approved by Metro with additional fees per man).
- BIM Coordination, 3D Design (not included will require additional fees).
- Fire caulking.
- Lower level parking garage fire sprinkler work/rework.
- Replacing any Standard Response fire sprinkler heads in building or above any grid.
- ESFR Sprinklers and/or In Rack Sprinklers.
- Dry or Pre Action Valves & Antifreeze Loops.
- Drywall/Stucco cutting or repairing.
- Galley fire sprinkler work/rework (Except what is specified above).
- Asbestos abatement, (we need a written test report prior to start of our work).
- Ceiling tile removal or placement, trenching or patching of sheet rock is excluded.
- Remote FDC, Swivel Connection and/or Check Valve/Knox Caps.
- The addition of a Backflow Prevention Device unless specifically included.
- Underground scope, pipe and/or fittings.
- Insulated backflow enclosure, (if outside installation is required).
- Bonding.

Proposal Number: QM22253

Fire Sprinkler Provisions

The price quoted is based on all required materials at current market price. The quote assumes immediate purchase of all required materials that cannot be price-locked for the duration of the job scope. An upfront material purchase and attendant bill to customer may be required to lock in current pricing. If upfront material purchase is not acceptable, you agree that a change order may be required to account for market, shipping, tariff or other changes to material price through the duration of the project.

****Quote is valid for 30 days.****

General Terms, Qualifications & Exclusions

- Payment terms: Progress Payments.
- Typical City plan review time is 30 business days.
- Allow 20 business days from date of signed contract for Fire Sprinkler and Alarm Design.
- All work is guaranteed, insured and performed by qualified personnel.
- Quote is valid for 30 days due to vendor material increases (unless awarded prior).
- Gross receipt sales taxes are not included.
- After-hours labor is not included.
- Performance and Payment Bonds are not included (can be provided at additional cost).
- Metro Fire+Security will require 2 weeks lead time prior to starting job.
- A valid Arizona Form 5005 must be provided, or tax will apply.

The remainder of this page has intentionally been left blank.

Proposal Number: QM22253

Additional Terms and Conditions

ACCEPTANCE AND PRICE: This agreement, when acknowledged by the "Prepared for" party above, or their agents or assigns (the "Customer"), becomes a contract between Customer and Metro Fire+Security (the "Agreement"). Metro Fire+Security (also known as Metro Fire Equipment, Inc.) is hereinafter referred to as "Metro". The Customer agrees to furnish and be responsible for access to a safe and habitable workspace for Metro to perform its responsibilities. The price quoted for goods or services shall expire after the expiration date indicated above and may not be honored in subsequent quotes.

ADDITIONAL EQUIPMENT: In the event additional equipment is installed after the date of this Agreement, any additional inspection charge due to the installation of such equipment shall be negotiated in accordance with Metro's prevailing rates. The quantities listed in the scope above may not be complete. Upon inspection, or in the course of work, if additional equipment that was not included in this Agreement is discovered, then Metro may test such equipment and adjust the price in accordance with Metro's prevailing rates.

PAYMENT: Any failure to pay any amount when due and payable according to the terms of this Agreement shall be deemed to be an event of default ("Event of Default"). Upon the occurrence of an Event of Default, the entire balance shall become due and payable, and the balance shall accrue interest at 2% per month, 24% per annum, or at the maximum rate allowable by law, from the date of invoice until paid. In the event it becomes necessary to employ an attorney or collection agency to collect any amount due, it is agreed that Customer shall be liable for attorney's fees and collection costs, plus any court costs incurred. It is further agreed that title to any property herein described and installed or replaced by Metro (the "Property") shall remain in Metro, until such time as Customer has fully performed and paid all amounts due herein. Upon breach of the Agreement by Customer, Metro has the right to retrieve the Property and enter Customer's premises in order to effectuate its rights. **CUSTOMER ACCEPTS RESPONSIBILITY FOR PAYMENT AND ANY LIABILITY ASSOCIATED THEREWITH, AND SUCH LIABILITY IS NOT ASSIGNABLE OR TRANSFERABLE WITHOUT EXPRESS WRITTEN CONSENT FROM METRO.**

WARRANTY: Metro warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices. There are no other warranties expressed or implied in connection with the sales of goods or services under this Agreement. Metro does not warranty any goods or equipment independent of any manufacturer's warranty. Metro makes no other promises or implied warranties beyond these terms and makes no warranty of merchantability or fitness for a particular purpose, and any and all such warranties are expressly waived under this Agreement.

LIMITATION OF LIABILITY: Customer agrees that Metro's liability, whether in contract, in tort, under any warranty, in negligence, or otherwise, and Customer's remedy or damages shall be limited to the return of the amount of the purchase price paid. **NOTWITHSTANDING THE FOREGOING, METRO SHALL NOT BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE, OR EXPENSES HOWEVER ARISING, WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE. CUSTOMER ACKNOWLEDGES THAT THE PRICE STATED FOR GOODS OR SERVICES PROVIDED IS BASED UPON AND IN CONSIDERATION OF LIMITING METRO'S LIABILITY.**

INDEMNIFICATION: The parties hereto recognize that between Metro and Customer, or Customer's insurer, the latter is in a position superior to Metro to foresee and evaluate the risk of loss to Customer or others in connection with Metro's negligent performance or failure to perform any of the obligations under this Agreement. Accordingly, in the event anyone other than Customer makes any claim or files any lawsuit resulting from or associated with (i) failure of the goods or services that are the subject of this Agreement or any related goods or services, (ii) Metro's negligence (active, passive, or otherwise) or improper or careless activity, or (iii) an indemnification claim, Customer shall notify its property insurer and shall cause its insurer to waive its subrogation rights against Metro with respect to such loss. This section shall not apply to loss or damage directly caused by Metro while on or about the service location.

TERM AND TERMINATION: Unless otherwise specified, this Agreement shall NOT create a recurring contract or on-going responsibility, beyond the Contract Term indicated. Notwithstanding the foregoing, this Agreement may be terminated by Metro Fire without prior notice, at the option of Metro Fire if the rendering of inspection services is no longer possible for any reason beyond the control of Metro Fire. If Customer's life safety equipment is damaged, Metro Fire may choose to (i) suspend its obligations under this Agreement until such equipment is repaired, or (ii) terminate this Agreement. If Metro Fire elects to suspend its obligations, it will first notify the Customer of the suspension and then the AHJ.

INSURANCE: Customer acknowledges and agrees that Metro is not an insurer and that the Customer shall, at its own expense, provide for any and all fire-related insurance. Metro shall not be responsible for any claims of the Customer or any third party for any loss or damage that is insured or is required to be insured by the Customer.

NOTICES: Any notice given pursuant to this Agreement shall be in writing to the other party and sent by certified mail, postage prepaid, return receipt requested to the appropriate party as outlined at the addresses set forth in this Agreement.

Proposal Number: QM22253

Additional Terms and Conditions, continued

NOTICE OF CLAIM: Customer agrees to give Metro prompt notice, confirmed in writing within fifteen (15) days of discovery, of all actions, claims, losses, accidents, malfunctions, or damages arising out of the sale, installation, operation or failure of the goods or services that are the subject of this Agreement or any related goods or services. Any cause of action arising out of the goods or services provided, whether in contract, tort, or otherwise, must be filed within ninety (90) days after the date of services as evidenced by Metro's invoice.

SEVERABILITY: If any term, covenant, condition or provision of the Agreement, or the application thereof to any circumstances, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition, or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

GOVERNING LAW: All questions relating to the validity, interpretation or performance of this Agreement shall be determined in accordance with the laws of Arizona.

OWNERSHIP: CUSTOMER ACKNOWLEDGES THAT UNDER NFPA 25, WHICH HAS BEEN ADOPTED IN MOST JURISDICTIONS, IT IS THE OWNER OR OWNER'S AGENT'S RESPONSIBILITY TO ENSURE ALL EQUIPMENT IS INSPECTED, SERVICED, OR MAINTAINED AND ENSURE THAT ANY DEFICIENCIES OR IMPAIRMENTS SHALL BE REPAIRED, OR REPLACED OR REMOVED IN A TIMELY MANNER.

Billing Information

Name or Company	_____	Accounting Contact	_____
Address	_____	Phone	_____
City, State, Zip	_____	Email	_____

Proposal Acceptance

Metro Fire+Security is hereby authorized to perform the service and/or maintenance of equipment as described above. The above prices, specifications, and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Presented By: **Metro Fire+Security** _____

Accepted By: _____

Name: Justin Harden

Name: _____

Title: Sprinkler Estimator

Title: _____

Date: 3/5/2026

Date: _____

[Forecast Outcome](#)

PROJECT: Brown Ave Parking Structure
 BID ABSTRACTS FOR: Fire Alarm



Sub-Contractor	Firetrol Protection				
Contact	Rich McRill				
Email	rmcristill@firetrol.net				
Phone	480-226-1244				
GMP1 Shop Drawings and Detailing Cost		3,434			

Lawrence Chan

From: Rich McRill <rmcrill@firetrol.net>
Sent: Tuesday, March 10, 2026 3:39 PM
To: Lawrence Chan
Subject: RE: Brown Ave. Garage

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the source of this email and know the content is safe. CHASSE teammates will never be asked to purchase gift cards, change payroll information, share social security numbers, etc. via email.

Lawrence,

Plans, Engineering & Submittal for this project will be \$3,434.00.

Contact me if additional information is needed or to proceed.

Thank you,

Rich McRill | Business Development Manager

Firetrol Protection Systems, Inc. | *EST Strategic Partner*
8240 S Kyrene Road, Suite 109 | Tempe, AZ 85284
T 480.294.6970 | F 480.294.6975
rmcrill@firetrol.net | www.firetrol.net

From: Lawrence Chan <lchan@chasse.us>
Sent: Tuesday, March 10, 2026 3:25 PM
To: Rich McRill <rmcrill@firetrol.net>
Subject: RE: Brown Ave. Garage

Rich –

Can you let me how much it will be for shop drawings/ detailing for Brown Ave Garage ?

Thanks!

Lawrence Chan
CHASSE Building Team
O 480 425 7777
C 323 350 7034

Forecast Outcome

PROJECT: Brown Ave Parking Structure
 BID ABSTRACTS FOR: Demo



				Sub-Contractor	AZ Specialties	Advance Demo	DQD						
				Contact	Trent Clark	Jerry Chandler	Craig Kotrys						
				Email	ent@azspecialtydemo.com								
				Phone	(602) 920-0102	(602) 510-3540	(602) 686-0190						
				Base Bid	\$146,145	\$107,200	\$103,843						
				QTY	UM	\$							
Demolition													
Sheet D210													
Selective Demo Existing Parapet	145	LF		Included	Included	Included							
Demo Existing Steel Fence	182	LF		Included	Included	Included							
Demo Existing Steel Beam Parking Bar Feature	5	EA		Included	Included	Included							
Demo Existing Stair	2	EA		Included	Included	Included							
Demo Existing Steel Column	8	EA		Included	Included	Included							
Demo Existing Rised Curb & 3' ft Partial Wall/ Fence	226	LF		Included	Included	Included							
Demo Existing Rised Curb/Sidwalk Area	1,361	SF		Included	Included	Included							
Demo Existing Curb	112	LF		Included	Included	Included							
Demo Existing Pilaster to Grade	22	EA		Included	Included	Included							
Demo Existing Canopy	4,985	SF	5	Included	24,925	Included							
Demo & Salvage for "Parking Corral" Sign	1	EA		Included	Included	Included							
Demo Existing Elevator & Prep for New	1	EA		By Elevator Sub	By Elevator Sub	By Elevator Sub							
Sheet D300													
Demo Existing Wall for New Opening	87	SF		Included	Included	Included							
Salvage Wood to be Reuse	340	LF		Included	Included	Included							
Sheet C101 (Corner of Brown Ave and 2nd Street)													
Remove Existing Curb and Gutter	35	LF		By Earthwork Sub	By Earthwork Sub	By Earthwork Sub							
Sawcut/Demo Aspaht Pavement Limits	1,827	SF		By Earthwork Sub	By Earthwork Sub	By Earthwork Sub							
Remove Existing Sidewalk Ramp	215	SF		By Earthwork Sub	By Earthwork Sub	By Earthwork Sub							
Remove Existing Concrete Pavers	190	SF		By Earthwork Sub	By Earthwork Sub	By Earthwork Sub							
BID FORECASTED COST:													
Sheet D210													
Remove & Reinstall Street Art	5	EA	5,000	25,000	25,000	25,000							
Demo Existing Brick Sidewalk	729	SF	4	2,916	2,916	2,916							
Demo Existing ADA Parking Signs w/ Post	9	EA	25	225	225	225							
Sawcut Elevator Pit Wall to adjust Pit Wall Size for New Elevator	40	SF	50	2,000	2,000	2,000							
Sheet S201													
Structural Demo Existing Concrete Retaining Wall	319	SF	18	5,742	Included	5,742							
Structural Demo Existing Masonry Wall	306	SF	18	5,508	Included	5,508							
Sheet S202													
Shoring to Supporting Crane on 2nd Street Basement Wall	1	LS	25,000	25,000	25,000	25,000							
Shoring for Demolition of Shear Wall	2	EA	10,000	20,000	20,000	20,000							
Sawcut Existing Slab for Shear Wall/ Retaining Wall and Footing Construction Access	2,138	SF	18	38,484	38,484	38,484							
Structural Demo Sawcut to Existing Slab for 109/S502	2,138	SF	15	32,070	32,070	32,070							
Structural Demo Sawcut to Existing Slab for WF1 14' x 6'-0"				Included Above	Included Above	Included Above							
Bid Forecasted Cost Total:				\$	156,945	\$	170,620	\$	156,945	\$	-	\$	-
Total Budget: Base Bid + Bid Forecasted Costs					\$303,090		\$277,820		\$260,788				



2236 West Shangri La Road, Phoenix, Arizona 85029
Tel. 602-843-8899 Fax. 602-865-7130
ROC#266517

PROPOSAL #26-0227-004

Proposal Date: 3/2/2026

PREPARED FOR: Lawrence Chan

Company: Chasse Building Team

Phone: 323-350-7034

Email: lchan@chasse.us

PROJECT NAME: Brown Avenue Parking Garage

PROJECT ADDRESS: 7234 East 2nd Street, Scottsdale, AZ 85257

Arizona Specialty Demolition LLC will provide all necessary labor and equipment for the completion of:

DEMOLITION AND DISPOSAL OF:

- OFF SITE SIDEWALK
- OFF SITE Curbs
- Demo Steel Entry/Exit Signs
- Demo Shade Structures
- Demo Light Poles & Bases SALVAGE POLES
- Curbs
- Concrete/Metal Stairs (X2)
- Concrete 4" Slabs @ Curb removals
- Concrete 3' Pilasters (To be saw cut as flush as possible to existing hardscape/parking deck)
- Above ground CMU Stair Shaft Walls 20'
- 3' decorative fence
- 3' CMU/Concrete wall & fence
- Windows X2
- Wall Opening on the West elevation of the existing vestibule
- Vestibule Parapet (Assumed CMU) 3'4" x 14' 10"
- Restroom Parapet (Assumed CMU) 7 ½" x 14'8"
- CMU Opening for New Window 1' x 9' 8"
- EXCLUDE DEMOLITION OF EXISTING ELEVATOR
- ASD to obtain a Maricopa County demolition NESHAP Permit.
- It is assumed that the GC/Owner will provide a current asbestos survey for the above-described demolition scope.
- This proposal includes trucking and disposal to a legal licensed landfill.
- **Please See Additional Attachment for Demo Scope.**

THE ABOVE-DESCRIBED WORK WILL BE COMPLETED IN AN EFFICIENT WORKMANLIKE MANNER FOR THE SUM OF

Proposal Amount: \$146,145.00

ADD \$750.00 for an Asbestos Survey for the above-described demolition scope.

This proposal is based off of Daytime work, there will be a 10% price increase for Night work.

THIS PROPOSAL IS BASED ON 1 PHASE. ADDITIONAL WILL BE CHARGED AT \$2,500.00 PER PHASE.

EXCLUDED ITEMS: unless specifically noted above, the following exclusions apply: taxes, permits, bonds, SWPPP, weekend work, private locating, GPR, potholing, lay out, utilities, utility abandonment, utility removal, make safe, furniture/ appliance moving, temporary fencing, engineering, shoring, bracing, saw cutting/coring, underground storage tanks, tank abandonment, tank pumping, basements, buried debris, base course removal, weed/grass removal, earthwork, backfilling, compaction, compaction testing, dirt import/export, removals for any other trades, mastic removal, mud beds, terrazzo floor, epoxy floor, painted floor, window film, wall paper, traffic control, barricades, dust barriers, asbestos survey, abatement, hazardous materials, PCB's, lead paint, freon, mercury, glycol and MP&E cutting and capping.

TERMS & CONDITIONS:

1. Pricing will remain in effect for **15 days from the proposal date**. Arizona Specialty Demolition (hereinafter referred to ASD) reserves the right to withdraw the proposal, or adjust the proposal amount per current market conditions. An earnest deposit of up to 10% is required for project startup fees. (Permits, scheduling, administration and mobilization)
2. **Tax:** The proposal amount above doesn't include any applicable sales tax. Sales tax will be added to the proposal amount unless the Client provides an AZ Form 5005 to ASD before execution of this proposal.
3. **Payment:** The Client agrees to pay ASD the contract sum, based upon applications for payment submitted by ASD. The Client shall make progress payments payable to ASD net 30 days. For Projects that will be completed within thirty (30) days, the Client shall pay ASD 50% of the Contract amount at time of award, and the balance of the contract amount upon final invoice. For projects that will be completed after thirty (30) days the Client shall pay ASD a deposit of up to 10% of the contract amount at time of award. Progress payments shall be invoiced monthly. All invoices shall be net 30 days from date on invoice unless otherwise noted in subcontract.
4. **Change Orders:** Additions or modifications to the scope of work shall be made in the form of a written change order submitted by ASD. At the time of approval, the written Change Order must be signed by the Client. The contract sum and the conditions of this Contract shall become part of the said Contract and both parties agree to the terms and conditions listed within the Contract.
5. **20 Day Preliminary Notice:** It is customary for ASD to pre-lien all projects prior to the commencement of work. After final completion of the scope of work, and when final payment has been received, ASD will issue to Client a final and unconditional lien waver.
6. **Salvage Rights:** Arizona Specialty Demolition has all salvage rights to any building materials which encompass the demolition project. If the owner or client wishes to save or salvage any building materials, they must first do so before accepting this proposal and executing a contract. Furthermore, if our proposal includes these rights as part of our bid amount and the materials are removed prior to our start, ASD has the right to issue a change order for the dollar value/amount of the said salvage materials.
7. **Performance of Work:** ASD will manage and perform the work in an efficient workmanlike manner. ASD shall direct the method, techniques, procedures, sequence and coordination of the demolition work described in this contract.
8. **Utilities** All live utilities must be **ABANDONED** outside of the limits of demolition. The utilities must be **ABANDONED** by the owner prior to Arizona Specialty Demolition mobilizing to the job site failure to do so will delay the start of the project. **The Utility Abandonment/Make Safe Guarantee Form** must be filled out, signed and returned to ASD prior to scheduling/starting the project. ASD will not be held liable for delays due to owners' failure to abandon utilities.
9. **Hazardous Material Survey:** Due to current Federal laws and regulations, a hazardous materials survey must be on file at the office of ASD before work can proceed on the above project. If there is any structural demolition involved on the above project, a 10-day NESHAP notification must be filed with the County. ASD is capable and

Reference source not found.

willing to assist the General Contractor/Building Owner in any way to expedite necessary testing or notification requirements.

- 10. **Scheduling:** In the event ASD is given a targeted start date from client and this start date is rescheduled or canceled ASD reserves the right to charge an inconvenience fee of 10% of contract amount to client.

If any provision of this Contract is declared or determined by any court, arbitrator or administrative body to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Contract. All Parties involved in this Contract agree to arbitration held within the State of Arizona.

This proposal shall be considered part of the contract documents and constitutes as a Contract between Client and Arizona Specialty Demolition LLC. Upon signing this Contract, you agree to all terms and conditions listed herein and are in agreement with the scope of work.

Arizona Specialty Demolition LLC.

Date

CLIENT

Date

Submitted by: Trent Clark, Estimator
Office: 602-843-8899 Cell: 602-920-0102
Trent@azspecialtydemo.com

Policy

ADVANCED DEMOLITION, LLC (AD) will furnish all labor, equipment & pay all dumping fees incurred in performing work at the above referenced address. The work area will be kept free of any trash & debris. Any additions or deletions must be in writing and must be signed by both Owner/GC and AD. This proposal shall become part of the contract documents. All SALVAGE rights belong to ADVANCED DEMOLITION unless otherwise specified. Any overtime, nights, weekends and holidays will be subject to change order unless otherwise specified. This bid is good for 60 days, unless noted otherwise. Payment terms are 10% down required prior to mobilization. Final payment due on all invoices within (30) days of invoice. Balances and retention that was held is due (30) days from the completion of project. Note: The Owner/GC shall provide AD with an Asbestos Survey prior to any work being done. If asbestos is present it must be removed according to OSHA, EPA and County Regulations prior to Demolition. Please Note that all Asbestos and Structural Demolition projects are subjected to a (10) day (NESHAP Notification) waiting period prior to the commencement of project. AD is not responsible for weather proofing, temporary drying in or anything related to weather or water intrusion or any weather damage caused by our work. AD is not responsible for any inadvertent damage caused by our work. Within 24 hours of any suspected damage allegedly caused by us, we must be notified in writing. We have the right to repair any of the said damage by our contractor of choice. Unless there is a schedule in writing, and both parties have agreed to it, AD will prepare and perform our work in our time frame. It is customary for Advanced Demolition to pre-lien all projects prior to the commencement of work. After final completion of the scope of work, and when final payment has been received, ADVANCED DEMOLITION will issue to Client a final and unconditional lien waiver.

Exclusions

All items omitted or not clearly shown on the demolition plans, specification and/or ADVANCED DEMOLITION Proposal. Layout, MP&E disconnects, capping, make safe, shoring, coring, masonry toothing, mastic to more than 70%, dust barriers, negative air machines, hazardous materials, permits, bond/taxes, additional move-ins, temporary power, sanitation facilities, slabs/stems and footings larger than current code for same construction.

Approval and Signature

JERRY CHANDLER OWNER/ESTIMATOR

JERRY CHANDLER

3/3/2026

DATE

Signature:

Owner/GC Approval:

DATE



Proposal

Date: March 4, 2026

Attention: Chasse Building Team

Project: Brown Ave Parking Garage

DQD will provide labor and all necessary equipment to accommodate the following:

- **Demolition and the removal of:** raised curbing/slabs, pilasters, beams/columns/signs (salvage as noted), canopies (wood to be stacked on site for reuse), fencing, stairs, parapets, new masonry openings, and masonry wall/retaining wall on LL. This bid includes an asbestos survey, NESHAP, necessary equipment, hauling, labor and supervision. This job will be performed Monday through Friday during the hours necessary to meet your schedule **Please see items not included.**
- **Items not included:** taxes, bonds, permits, water supply, engineered demo plans, SHORING, layout, X-ray/GPR, finish floor prep, weather protection, security clearances, hazardous materials, MP&E cutting/capping, and utility abandonments.

The above project will be completed in an efficient and professional manner for the sum of: \$98,843.00

Add \$5,000.00 to remove Alternate Canopy Section

Pricing will remain in effect for **30 (thirty)** days from the above date. DQD assumes all salvage rights on the above project. Due to the current federal laws and regulations, the above project cannot, and will not proceed without a proper hazardous materials survey on file at the office of DQD. If the above project involves any structural removal, a ten-day NESHAP notification must be filed with the county. DQD will be happy to assist the General Contractor/Building Owner in any way possible to help expedite necessary testing or notification requirements.

This proposal is based on 1 mobilization. Additional phases will be charged at \$1,500.00 each.

Any alterations or deviations from the specified scope of work will be completed upon written consent from authorized personnel. This proposal shall become part of the contract document and by signing you agree to all conditions listed within.

A handwritten signature in black ink, appearing to read 'C. Kotrys', is written over a horizontal line.

Craig Kotrys – 602-686-0190

Accepted by: _____



GMP1 - General Conditions Breakdown	
Project Director	\$ 12,518
General Superintendent	\$ 5,365
Site Superintendent	\$ 85,839
Assistant Superintendent	\$ 22,904
Project Manager	\$ 51,861
Project Engineer	\$ 62,591
Shared Services	\$ 19,671
Fuel Costs	\$ 7,685
Project Meetings	\$ 3,416
Water & Ice	\$ 683
Safety Supplies	\$ 512
Trailer Supplies	\$ 1,366
Trailer Set-up & Rental	\$ 9,734
Close Out Documents	\$ 220
GMP1 - General Requirement Breakdown	
Construction Fencing	\$ 3,637
Site Security Service	\$ 7,897
Project Identification	\$ 854
Small Tools/Equipment	\$ 6,831
Dumpsters	\$ 4,960
Connex/Storage Facilities	\$ 1,549
Fuel Costs for Equipment	\$ 1,708
Reprographics	\$ 265
General Cleanup	\$ 3,748
Temporary Toilet Facilities	\$ 7,495
Temporary Scaffold/Stairs	\$ 6,132
Temporary Utilities/Deposits	\$ 1,102
Temporary Water	\$ 1,537
TOTAL GMP1 - GC & GR	\$ 332,080



Clarification Exhibit

Miscellaneous

- GMP1 includes liability insurance.
- GMP1 includes builders risk insurance.
- GMP1 includes performance and payment bond.
- GMP1 includes TPT tax.
- GMP1 includes 3% contractor contingency.
- GMP1 includes 2% design / estimating / escalation contingency.
- GMP1 excludes material testing and inspections, not required for long lead procurement and will be included in GMP 2 for the remaining scope.
- GMP1 assumes approval for release of materials within 3-weeks of submittal time to owner.

Fuel and Petroleum-Based Product Price Escalation

The Guaranteed Maximum Price (GMP) is based on fuel, petroleum, and transportation costs in effect as of the date of this proposal. Due to the volatility of global oil markets and the potential for sudden disruptions caused by geopolitical events, including but not limited to armed conflict, war, sanctions, trade embargoes, or global supply chain disruptions, the Contractor cannot reasonably guarantee pricing related to petroleum-derived inputs.

Petroleum-related cost exposure includes, but is not limited to:

- Diesel fuel, gasoline, and equipment fuel
- Fuel surcharges applied by freight carriers
- Transportation and logistics costs
- Asphalt, roofing materials, sealants, waterproofing, and other petroleum-based products
- Plastic or synthetic construction materials derived from petroleum
- Supplier fuel surcharges embedded in material pricing

If the market price of crude oil or diesel fuel increases by more than 3 % from the baseline price at the time of GMP execution, or if suppliers impose fuel surcharges or price increases attributable to petroleum market fluctuations, such increases shall be considered a change in conditions beyond the Contractor's control and shall be addressed through a Contract Change Order adjusting the GMP accordingly.

Baseline pricing shall be established using the U.S. Energy Information Administration (EIA) U.S. On-Highway Diesel Price Index or another mutually agreed-upon published benchmark as of the GMP execution date.

Survey

- GMP1 includes as built survey of the existing structure to ensure precast members are fabricated accurately.
- GMP1 includes surveying cost for calibration of the site boundaries horizontally and vertically in order to procure materials accurately.
- GMP1 includes surveying and staking for early on-site demolition activities for investigative purposes.

Structural Concrete

- GMP1 includes the complete structural cast-in-place concrete scope of work to enable early investigation, subcontractor procurement, and preparation of submittals necessary to meet the project schedule.

Masonry

- GMP1 includes the complete structural masonry scope of work to enable early investigation, subcontractor procurement, and preparation of submittals necessary to meet the project schedule.
- GFRC is carried as an allowance Total of \$311,000. Pending for design detail.

Steel

- GMP1 includes shop drawing and detailing costs for structural steel scope of work.

Elevator

- GMP1 includes the complete elevator demolition and replacement scope of work to enable early investigation, subcontractor procurement, and preparation of submittals necessary to meet the project schedule.

Fire Sprinkler

- GMP1 includes shop drawing and detailing costs for the fire sprinkler scope of work.
- Fire Sprinkler at Canopies to be excluded.

Fire Alarm

- GMP1 includes shop drawing and detailing costs for the fire sprinkler scope of work.
- Fire alarm voice evacuation system to be excluded.

Demolition

- GMP1 includes the complete demolition scope of work to enable early investigation, subcontractor procurement, and preparation of submittals necessary to meet the project schedule.



Job #: 240396 Brown Ave Parking Structure Expansion
3806 N Brown Avenue
Scottsdale, Arizona 85251

Contract Documents - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A011	CONTEXT SITE PLAN	0	11/14/2025	11/14/2025	100% Schematic Design Set (11/14/25)
A100	SITE PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A200	LOWER LEVEL - FLOOR PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A204	LOWER LEVEL - REFLECTED CEILING PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A210	LEVEL 1 - FLOOR PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A214	LEVEL 1 - REFLECTED CEILING PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A220	LEVEL 2 - FLOOR PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A224	LEVEL 2 - REFLECTED CEILING PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A230	LEVEL 3 - FLOOR PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A301	BUILDING ELEVATIONS	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A302	BUILDING ELEVATIONS	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A303	BUILDING ELEVATIONS (Color Elevations)	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A304	BUILDING ELEVATIONS (Color Elevations)	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A400	BUILDING SECTIONS	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A401	BUILDING SECTIONS	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A410	WALL SECTIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A411	WALL SECTIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A412	WALL SECTIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A500	VERTICAL CIRCULATION	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A501	VERTICAL CIRCULATION	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)



Job #: 240396 Brown Ave Parking Structure Expansion
3806 N Brown Avenue
Scottsdale, Arizona 85251

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					04/26)
A502	STAIR AND ELEVATOR DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A600	ENLARGED PLANS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A700	DOOR SCHEDULE AND DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
A800	DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
Civil					
C100	COVER SHEET	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
C101	DEMOLITION PLAN	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
C102	GRADING AND DRAINAGE	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
C103	PAVING PROFILES	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
Pre-GD	PRELIMINARY GRADING AND DRAINAGE	0	11/14/2025	11/14/2025	100% Schematic Design Set (11/14/25)
Demolition					
D210	GROUND LEVEL FLOOR PLAN - DEMO	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
D300	BUILDING ELEVATIONS - DEMO	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
Electrical					
E001	ELECTRICAL LEGEND, NOTES AND ABBREVIATIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
E200	POWER & SYSTEMS PLAN - LOWER LEVEL	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
E201	POWER & SYSTEMS PLAN - LEVEL 1	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
E202	POWER & SYSTEMS PLAN - LEVEL 2	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
E203	POWER & SYSTEMS PLAN - LEVEL 3	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
E300	LIGHTING PLAN - LOWER LEVEL	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
E301	LIGHTING PLAN - LEVEL 1	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
E302	LIGHTING PLAN - LEVEL 2	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
E303	LIGHTING PLAN - LEVEL 3	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)



Job #: 240396 Brown Ave Parking Structure Expansion
3806 N Brown Avenue
Scottsdale, Arizona 85251

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E700	ELECTRICAL ONE LINE DIAGRAMS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
E800	ELECTRICAL SCHEDULES	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
ED200	POWER & SYSTEMS DEMOLITION PLAN - LOWER LEVEL	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
ED201	POWER & SYSTEMS DEMOLITION PLAN - LEVEL 1	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
ED300	LIGHTING DEMOLITION PLAN - LOWER LEVEL	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
ED301	LIGHTING DEMOLITION PLAN - LEVEL 1	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
Fire Protection					
FP001	FIRE PROTECTION LEGEND, NOTES, AND ABBREVIATIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
FP100	FIRE PROTECTION PLAN - LOWER LEVEL	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
FP101	FIRE PROTECTION PLAN - LEVEL 1	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
FP102	FIRE PROTECTION PLAN - LEVEL 2	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
FP103	FIRE PROTECTION PLAN - LEVEL 3	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
FPD100	FIRE PROTECTION DEMO PLAN - LOWER LEVEL	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
FPD101	FIRE PROTECTION DEMO PLAN - LEVEL 1	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
General					
G100	COVER SHEET	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
G110	CODE PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
G111	CODE PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
Landscape					
IR100	IRRIGATION PLAN	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
IR200	IRRIGATION DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
L100	LANDSCAPE PLAN	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
L200	LANDSCAPE DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
L201	LANDSCAPE DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)



Job #: 240396 Brown Ave Parking Structure Expansion
3806 N Brown Avenue
Scottsdale, Arizona 85251

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					04/26)
L202	LANDSCAPE NOTES	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
Pre-LS	PRELIMINARY LANDSCAPE PLAN	0	11/14/2025	11/14/2025	100% Schematic Design Set (11/14/25)
Mechanical					
M001	MECHANICAL LEGEND, NOTES, AND ABBREVIATIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
M100	MECHANICAL PLAN - LOWER LEVEL	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
M101	MECHANICAL PLAN - LEVEL 1	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
M102	MECHANICAL PLAN - LEVEL 2	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
M103	MECHANICAL PLAN - LEVEL 3	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
M200	MECHANICAL DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
M300	MECHANICAL SCHEDULES	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
MD100	MECHANICAL DEMO PLAN - LOWER LEVEL	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
MD101	MECHANICAL DEMO PLAN - LEVEL 1	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
Plumbing					
P001	PLUMBING LEGEND, NOTES, AND ABBREVIATIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
P100	PLUMBING PLAN - LOWER LEVEL	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
P101	PLUMBING PLAN - LEVEL 1	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
P102	PLUMBING PLAN - LEVEL 2	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
P103	PLUMBING PLAN - LEVEL 3	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
P200	PLUMBING RISER DIAGRAMS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
P300	PLUMBING DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
P400	PLUMBING SCHEDULES	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PD100	PLUMBING DEMO PLAN - LOWER LEVEL	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PD101	PLUMBING DEMO PLAN - LEVEL 1	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)



Job #: 240396 Brown Ave Parking Structure Expansion
3806 N Brown Avenue
Scottsdale, Arizona 85251

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					04/26)
Precast					
PC-1.00	COVER SHEET	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-2.01	LEVEL 2 FRAMING PLAN	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-2.02	LEVEL 3 FRAMING PLAN	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-3.01	EXTERIOR ELEVATIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-3.02	EXTERIOR ELEVATIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-3.03	EXTERIOR ELEVATIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-3.04	EXTERIOR ELEVATIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-3.05	EXTERIOR AND INTERIOR ELEVATIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-3.06	INTERIOR ELEVATIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-3.07	INTERIOR ELEVATIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.01	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.02	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.03	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.04	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.05	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.06	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.07	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.08	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.09	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.10	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.11	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)



Job #: 240396 Brown Ave Parking Structure Expansion
3806 N Brown Avenue
Scottsdale, Arizona 85251

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
PC-4.12	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.13	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.14	SECTIONS & DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
PC-4.15	CONNECTIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
Striping & Signage					
TR-101	STRIPING AND SIGNAGE PLAN - LOWER LEVEL	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
TR-102	STRIPING AND SIGNAGE PLAN - GROUND LEVEL	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
TR-103	STRIPING AND SIGNAGE PLAN - LEVEL 2	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
TR-104	STRIPING AND SIGNAGE PLAN - LEVEL 3	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
TR-501	STRIPING DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
TR-510	SIGNAGE DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
TR-511	SIGNAGE DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
TR-512	SIGNAGE DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
Structural					
S000	COVER SHEET	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S001	GENERAL STRUCTURAL NOTES	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S002	GENERAL STRUCTURAL NOTES	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S003	GENERAL STRUCTURAL NOTES	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S201	EXISTING LOWER LEVEL/ FOUNDATION DEMOLITION PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S202	EXISTING LOWER LEVEL / FOUNDATION PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S203	GROUND LEVEL FLOOR PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S204	2ND LEVEL FLOOR PLAN	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S205	3RD LEVEL FLOOR PLAN	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)



Job #: 240396 Brown Ave Parking Structure Expansion
3806 N Brown Avenue
Scottsdale, Arizona 85251

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S206	ENLARGED FLOOR PLAN	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S207	CANOPY FOUNDATION PLANS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S208	CANOPY FRAMING PLANS	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S301	SHEARWALL SECTIONS	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S302	SHEARWALL SECTIONS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S401	CONCRETE TYPICAL DETAILS	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S402	MASONRY TYPICAL DETAILS	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S403	STEEL TYPICAL DETAILS	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S404	PRECAST TYPICAL DETAILS	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S405	PRECAST TYPICAL DETAILS	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S501	FOUNDATION DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S502	FOUNDATION DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S601	FRAMING DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S602	FRAMING DETAILS	0	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S801	STAIR FRAMING DETAILS	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)
S802	STAIR FRAMING DETAILS	1	02/04/2026	02/09/2026	100% Design Development Set (02/04/26)



Job #: 240396 Brown Ave Parking Structure Expansion
3806 N Brown Avenue
Scottsdale, Arizona 85251

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
000110	Table of Contents	0	02/04/26	02/09/26	100% Design Development Project Manual
01 - General Requirements					
011000	Summary	0	02/04/26	02/09/26	100% Design Development Project Manual
013000	Administrative Requirements	0	02/04/26	02/09/26	100% Design Development Project Manual
013216	Construction Progress Schedule	0	02/04/26	02/09/26	100% Design Development Project Manual
014000	Quality Requirements	0	02/04/26	02/09/26	100% Design Development Project Manual
015000	Temporary Facilities and Controls	0	02/04/26	02/09/26	100% Design Development Project Manual
015500	Vehicular Access and Parking	0	02/04/26	02/09/26	100% Design Development Project Manual
016000	Product Requirements	0	02/04/26	02/09/26	100% Design Development Project Manual
017000	Execution and Closeout Requirements	0	02/04/26	02/09/26	100% Design Development Project Manual
017800	Closeout Submittals	0	02/04/26	02/09/26	100% Design Development Project Manual
02 - Existing Conditions					
024100	Demolition	0	02/04/26	02/09/26	100% Design Development Project Manual
03 - Concrete					
030100	Maintenance of Concrete	0	02/04/26	02/09/26	100% Design Development Project Manual
031000	Concrete Forming and Accessories	0	02/04/26	02/09/26	100% Design Development Project Manual
033000	Cast-in-place Concrete	0	02/04/26	02/09/26	100% Design Development Project Manual
034500	Precast Architectural Concrete	0	02/04/26	02/09/26	100% Design Development Project Manual
034900	Glass-Fiber Reinforced Concrete	0	02/04/26	02/09/26	100% Design Development Project Manual
04 - Masonry					
042000	Unit Masonry Assemblies	0	02/04/26	02/09/26	100% Design Development Project Manual
042000.1	Unit Masonry	0	02/04/26	02/09/26	100% Design Development Project Manual
047300	Manufactured Stone Masonry	0	02/04/26	02/09/26	100% Design Development Project Manual
05 - Metals					
051200	Structural Steel Framing	0	02/04/26	02/09/26	100% Design Development Project Manual
053100	Steel Decking	0	02/04/26	02/09/26	100% Design Development Project Manual
055000	Metal Fabrications	0	02/04/26	02/09/26	100% Design Development Project Manual
055100	Metal Stairs	0	02/04/26	02/09/26	100% Design Development Project Manual
055213	Pipe and Tube Railings	0	02/04/26	02/09/26	100% Design Development Project Manual
057300	Decorative Metal Railings	0	02/04/26	02/09/26	100% Design Development Project Manual
07 - Thermal and Moisture Protection					
075700	Coated Foamed Roofing	0	02/04/26	02/09/26	100% Design Development Project Manual



Job #: 240396 Brown Ave Parking Structure Expansion
3806 N Brown Avenue
Scottsdale, Arizona 85251

Number	Description	Revision	Issued Date	Received Date	Set
076200	Sheet Metal Flashing and Trim	0	02/04/26	02/09/26	100% Design Development Project Manual
079200	Joint Sealants	0	02/04/26	02/09/26	100% Design Development Project Manual
079513	Expansion Joint Cover Assemblies	0	02/04/26	02/09/26	100% Design Development Project Manual
08 - Openings					
081113	Hollow Metal Doors and Frames	0	02/04/26	02/09/26	100% Design Development Project Manual
087100	Door Hardware	0	02/04/26	02/09/26	100% Design Development Project Manual
09 - Finishes					
092400	Cement Plastering	0	02/04/26	02/09/26	100% Design Development Project Manual
099000	Painting and Coating - Commercial	0	02/04/26	02/09/26	100% Design Development Project Manual
099600	High-Performance Coatings	0	02/04/26	02/09/26	100% Design Development Project Manual
10 - Specialties					
104400	Fire Protection Specialties	0	02/04/26	02/09/26	100% Design Development Project Manual
107113	Exterior Shutters	0	02/04/26	02/09/26	100% Design Development Project Manual
107316	Metal Canopies	0	02/04/26	02/09/26	100% Design Development Project Manual
14 - Conveying Equipment					
142100	Electric Traction Elevators	0	02/04/26	02/09/26	100% Design Development Project Manual
32 - Exterior Improvements					
323313	Site Bicycle Racks	0	02/04/26	02/09/26	100% Design Development Project Manual

24046 Brown Ave Parking Structure

Chasse Responsibility Sort

Printed: 3/6/2026

Page 1 of 8

Line	Name	OD	Start	Finish	2025	2026	2027
Line	Name	OD	Start	Finish	2025	2026	2027
1	Chasse						
2	Int - Z1 - Fire Caulking, QC & Inspections	5d	Nov 25 26	Dec 03 26			2
3	Int - Z2 - Fire Caulking, QC & Inspections	5d	Dec 07 26	Dec 11 26			3
4	Int - Z1 - Clean & Pre-Punch	5d	Dec 18 26	Dec 24 26			4
5	Int - Z3 - Fire Caulking, QC & Inspections	5d	Dec 21 26	Jan 04 27			5
6	Int - Z2 - Clean & Pre-Punch	5d	Jan 05 27	Jan 11 27			6
7	Int - Z4 - Fire Caulking, QC & Inspections	5d	Jan 06 27	Jan 12 27			7
8	Int - Z3 - Clean & Pre-Punch	5d	Jan 19 27	Jan 25 27			8
9	Int - Z4 - Clean & Pre-Punch	4d	Feb 01 27	Feb 04 27			9
10	00 00 00 - Chasse Team						
11	Chasse Project Team						
12	CBT - Conceptual Design Pricing	10d	May 23 25 A	Jun 06 25 A	12		
13	CBT - Schematic Design Pricing	10d	Dec 08 25 A	Dec 19 25 A		13	
14	CBT - Design Development Pricing	22d	Feb 06 26	Mar 09 26			14
15	Initial GMP Contract [Procurement Items]	5d	Mar 24 26	Mar 30 26			15
16	Buy-out Sub / PO - Elevator	5d	Mar 31 26	Apr 06 26			16
17	Buy-out Sub / PO - HVAC Equipment	2d	Apr 07 26	Apr 08 26			17
18	Buy-out Sub / PO - Stair Dfrd Sbmts	2d	Apr 09 26	Apr 10 26			18
19	Buy-out Sub / PO - Masonry	2d	Apr 13 26	Apr 14 26			19
20	Buy-out Sub / PO - Structural Steel	2d	Apr 15 26	Apr 16 26			20
21	Buy-out Sub / PO - Fire Sprinkler Dfrd Sbmts	2d	Apr 17 26	Apr 20 26			21
22	GC Review - Elevator	5d	Apr 21 26	Apr 27 26			22
23	Pickup Owner Final Comments	5d	Apr 23 26	Apr 29 26			23
24	CBT - Construction Document Pricing	20d	Apr 23 26	May 20 26			24
25	GC Review - HVAC Equipment	5d	Apr 23 26	Apr 29 26			25
26	GC Review - Masonry	1d	Apr 23 26	Apr 23 26			26
27	Traffic Control Permit - Closure Plan Design	10d	Apr 30 26	May 13 26			27
28	Demo Permit Submittal	10d	May 01 26	May 14 26			28
29	GC Review - Stair Dfrd Sbmts	5d	May 11 26	May 15 26			29
30	Traffic Control Permit - TCP Submission	1d	May 14 26	May 14 26			30
31	GC Review - Structural Steel	5d	May 15 26	May 21 26			31
32	GC Review - Fire Sprinkler Dfrd Sbmts	5d	May 19 26	May 26 26			32
33	Right of Way Permit- Closure Plan Design	10d	May 29 26	Jun 11 26			33
34	Final GMP Contract [Construction]	5d	May 29 26	Jun 04 26			34
35	Right of Way Permit - Submission	1d	Jun 12 26	Jun 12 26			35
36	Mobilize - Install Perimeter Fencing	2d	Jun 30 26	Jul 01 26			36
37	Garage Demo - Z1 - Layout Demo Extents	1d	Jul 02 26	Jul 02 26			37
38	Garage Demo - Z1 - Salvage Misc. as Shown	3d	Jul 06 26	Jul 08 26			38
39	Mobilize - Move in Trailers	3d	Jul 08 26	Jul 10 26			39
40	Garage Demo - Z2 - Layout Demo Extents	2d	Jul 09 26	Jul 10 26			40
41	Garage Demo - Z2 - Salvage as Shown	3d	Jul 13 26	Jul 15 26			41
42	Elevator - Install Safety Rails & Netting	5d	Oct 20 26	Oct 26 26			42
43	Interior - Closeout - Complete Punchlist Work	10d	Apr 05 27	Apr 16 27			43
44	Ext - Z1 - Clean & Prepunch	5d	May 10 27	May 14 27			44
45	Ext - Z2 - Clean & Prepunch	5d	May 24 27	May 28 27			45
46	Ext - Z3 - Clean & Prepunch	5d	Jun 08 27	Jun 14 27			46
47	Ext - Z4 - Clean & Prepunch	5d	Jun 15 27	Jun 21 27			47
48	Exterior - Closeout - Complete Punchlist Work	10d	Jun 30 27	Jul 14 27			48
49	Site - Z1 - Clean & Prepunch	3d	Jul 19 27	Jul 21 27			49
50	Site - Z2 - Clean & Prepunch	3d	Aug 02 27	Aug 04 27			50
51	Warranty Onboarding / O&M Manuals	5d	Aug 18 27	Aug 24 27			51
52	Site - Z3 - Clean & Prepunch	3d	Aug 24 27	Aug 26 27			52
53	Civil Final + As-Builts	10d	Sep 01 27	Sep 15 27			53
54	Site Closeout - Complete Punchlist Work	10d	Sep 07 27	Sep 20 27			54
55	Owner Training	5d	Sep 23 27	Sep 29 27			55
56	Owner Stock	5d	Sep 23 27	Sep 29 27			56
57	As-Builts	5d	Sep 30 27	Oct 06 27			57
58	Chasse VDC/Survey						
59	Top. Slab - Z1 - Inspect & QC	1d	Oct 20 26	Oct 20 26			59



Project Owner:

Progress Period (Data Date): 1/23/2026

Project Start Date: 3/24/2025
Project Finish Date: 10/13/2027

24046 Brown Ave Parking Structure

Chasse Responsibility Sort

Printed: 3/6/2026

Page 2 of 8

Line	Name	OD	Start	Finish	2025												2026											
					Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
60	Top. Slab - Z3 - Inspect & QC	1d	Oct 23 26	Oct 23 26																								
61	Top. Slab - Z2 - Inspect & QC	1d	Nov 04 26	Nov 04 26																								
62	Top. Slab - Z4 - Inspect & QC	1d	Nov 09 26	Nov 09 26																								
63	Top. Slab - Z5 - Inspect & QC	1d	Nov 23 26	Nov 23 26																								
64	Top. Slab - Z6 - Inspect & QC	1d	Nov 30 26	Nov 30 26																								
65	Top. Slab - Z7 - Inspect & QC	1d	Dec 03 26	Dec 03 26																								
66	Top. Slab - Z8 - Inspect & QC	1d	Dec 08 26	Dec 08 26																								
67	Project Milestone																											
68	Milestone - Shutdown for Spring Training	35d	Feb 15 27 *	Apr 02 27																								
69	Anticipated Weather Impacted (Orig. 12 Days)	12d	Sep 23 27	Oct 08 27																								
70	**Punch List Time** (cal days)	5d	Oct 09 27	Oct 13 27																								
71	00 00 00 - Design / Owner / AHJ																											
72	Architect																											
73	Design Kickoff Meeting	1d	Mar 24 25 A	Mar 24 25 A																								
74	Site Walk	1d	Apr 10 25 A	Apr 10 25 A																								
75	Design Coordination & Prep for 1st City Meeting	29d	Apr 11 25 A	May 21 25 A																								
76	Apply Comments from 1st City Meeting	14d	May 23 25 A	Jun 12 25 A																								
77	Submit Design Options with pricing to City	1d	Jun 13 25 A	Jun 13 25 A																								
78	Apply City Comments & Develop Design Options	8d	Jun 30 25 A	Jul 10 25 A																								
79	Building Schematic Design	27d	Jun 30 25 A	Aug 06 25 A																								
80	Submit Revised Design Options to City for Review	1d	Aug 07 25 A	Aug 07 25 A																								
81	Apply City Comments to Design & Prep for 2nd Public Meeting	14d	Aug 15 25 A	Sep 04 25 A																								
82	Apply Comments from Meeting and City	10d	Sep 05 25 A	Sep 18 25 A																								
83	Develop DD Drawings	24d	Nov 13 25 A	Dec 18 25 A																								
84	Issue 50% DD Package to Owner	1d	Dec 18 25 A	Dec 18 25 A																								
85	Continue / Finalize Design Development Drawings	23d	Jan 05 26 A	Feb 04 26																								
86	Develop Full Construction Documents	31d	Feb 05 26	Mar 19 26																								
87	Issue 100% DD Set	1d	Feb 05 26	Feb 05 26																								
88	Apply Owner Comments to CD's	9d	Mar 20 26	Apr 01 26																								
89	Finalize Construction Documents	4d	Apr 03 26	Apr 08 26																								
90	Arch / Eng Review - Masonry	10d	Apr 24 26	May 07 26																								
91	Arch / Eng Review - Elevator	10d	Apr 28 26	May 11 26																								
92	Arch / Eng Review - HVAC Equipment	10d	Apr 30 26	May 13 26																								
93	Building Permit - 1st Submission Plan Review	20d	May 01 26	May 29 26																								
94	Arch / Eng Review - Stair Dfrd Sbrmts	10d	May 18 26	Jun 01 26																								
95	Arch / Eng Review - Structural Steel	10d	May 22 26	Jun 05 26																								
96	Arch / Eng Review - Fire Sprinkler Dfrd Sbrmts	10d	May 27 26	Jun 09 26																								
97	Building Permit - 1st Plan Review Comment Corrections	10d	Jun 01 26	Jun 12 26																								
98	Building Permit - 2nd Submission Plan Review	21d	Jun 16 26	Jul 15 26																								
99	Precast Zone 1 - As-Built Existing Structure	5d	Jul 13 26	Jul 17 26																								
100	Building Permit - 2nd Plan Review Comment Corrections	10d	Jul 16 26	Jul 29 26																								
101	Precast Zone 2 - As-Built Existing Structure	5d	Jul 20 26	Jul 24 26																								
102	Interior - Closeout - Generate Architect's Punchlist	3d	Feb 10 27	Feb 12 27																								
103	Exterior - Closeout - Generate Architect's Punchlist	3d	Jun 25 27	Jun 29 27																								
104	Site Closeout - Generate Architect's Punchlist	3d	Sep 01 27	Sep 03 27																								
105	Owner																											
106	City of Scottsdale - Public Hearing Preparation	5d	May 05 25 A	May 09 25 A																								
107	City of Scottsdale - Public Hearing Event	1d	May 22 25 A	May 22 25 A																								
108	City to Review Design Options	10d	Jun 16 25 A	Jun 27 25 A																								
109	Schematic Design Pricing Review	5d	Aug 01 25 A	Aug 07 25 A																								
110	City to Review Updated Design Options	5d	Aug 08 25 A	Aug 14 25 A																								
111	City of Scottsdale - 2nd Public Hearing Event	1d	Sep 04 25 A	Sep 04 25 A																								
112	Schematic Design Review & Approval	40d	Sep 19 25 A	Nov 13 25 A																								
113	50% Design Development Review & Approval	5d	Dec 19 25 A	Jan 02 26 A																								
114	Schematic Design Pricing Review	10d	Dec 22 25 A	Jan 12 26 A																								
115	Design Development Pricing Review	10d	Mar 10 26	Mar 23 26																								
116	Public Hearing Meeting #3	1d	Mar 12 26 *	Mar 12 26																								
117	Public Hearing Meeting #3 Comments	6d	Mar 13 26	Mar 20 26																								
118	Meeting w/Owner to Review 50% CD's	1d	Mar 19 26	Mar 19 26																								



Project Owner:

Progress Period (Data Date): 1/23/2026

Project Start Date: 3/24/2025
Project Finish Date: 10/13/2027

**EXHIBIT B.1
CONTRACTOR'S LABOR RATES AND INTERNAL EQUIPMENT RATES**

This Exhibit is incorporated into this Contract between the parties, as the parties desire to amend said document. In the event of any conflict, inconsistency or ambiguity between the terms and provisions of this Exhibit and those of the Contract, this Exhibit shall govern.

LABOR RATES (FULLY BURDENED)

<u>Description</u>	<u>Hourly Billable Rates</u>
General Superintendent	\$ 180.00
Senior Superintendent	\$ 163.00
Site Superintendent	\$ 144.00
Assistant Superintendent	\$ 117.00
Carpenter	\$ 80.00
Foreman	\$ 75.00
Laborer	\$ 67.00
Project Director	\$ 210.00
Senior Project Manager	\$ 160.00
Project Manager	\$ 145.00
Assistant Project Manager	\$ 120.00
Project Engineer	\$ 105.00
Construction Coordinator	\$ 92.00
Project Administrator	\$ 75.00
Virtual Construction Director	\$ 144.00
BIM Manager	\$ 134.00
BIM Engineer	\$ 111.00
On-Site Scheduler	\$ 135.00
QA/QC Surveyor	\$ 130.00
Safety Director	\$ 165.00
Safety Manager	\$ 134.00
Project Executive	\$ 225.00
Precon Director	\$ 190.00
Precon Manager	\$ 152.00
Senior Estimator	\$ 135.00
Estimator	\$ 122.00
Junior Estimator	\$ 95.00
Precon Coordinator	\$ 85.00
Marketing Manager	\$ 95.00
Intern	\$ 50.00

INSURANCE AND BOND COSTS

<u>Description</u>	<u>Cost per thousand</u>
Liability Insurance shall be fixed at the following rate per thousand dollars of total contract value	\$12.00
Payment & Performance Bonds shall be fixed at the following rate per thousand dollars of total contract value	\$11.00
Builders Risk Insurance shall be fixed at the following rate per thousand dollars of total contract value	\$10.00

INTERNAL EQUIPMENT RENTAL RATES

<u>Description</u>	<u>Monthly Rate</u>
Jobsite Storage Connex	\$ 450.00
Jobsite Storage Semi-tool Trailer	\$ 950.00
Jobsite Storage Superintendent Toolbox	\$ 750.00
Air Quality Air Scrubber	\$ 955.00
Air Quality Industrial Fan	\$ 500.00
Air Quality 16' Cooling Trailer	\$ 800.00
Air Quality Evap Cooler (2,000 CFM)	\$ 800.00
Air Quality Evap Cooler (10,000 CFM)	\$ 2,000.00
Dust Control Grizzly System (ea.)	\$ 250.00
Dust Control Water Truck (2,000 gal)	\$ 3,500.00
Dust Control Water Truck (4,000 gal)	\$ 5,500.00
Dust Control Water Wagon (500 gal)	\$ 1,150.00
Dust Control Submersible Pump / Trash Pump	\$ 800.00
Dust Control Fire Hose	\$ 180.00
Dust Control FOD Track Out Mats (ea.)	\$ 200.00
Dust Control Grizzly Track Out System (ea.)	\$ 250.00
Hoisting Rough Terrain Forklift (5,000 LB)	\$ 2,600.00
Hoisting Forklift 14'	\$ 2,250.00
Hoisting Rough Terrain Forklift	\$ 2,450.00
Hoisting Warehouse	\$ 2,800.00
Hoisting Telehandler 20'	\$ 2,500.00
Hoisting Telehandler 42'	\$ 2,950.00
Hoisting Telehandler 54'	\$ 4,400.00
Hoisting Telehandler 75'	\$ 6,200.00
Hoisting Boom Lift 34'	\$ 3,200.00
Hoisting Boom Lift 45'	\$ 3,500.00
Hoisting Boom Lift 60'	\$ 4,000.00
Hoisting Boom Lift 65'	\$ 4,500.00
Scissor Lift 19'	\$ 750.00
Scissor Lift 26"	\$ 1,150.00
Scissor Lift 32'	\$ 1,650.00
Scissor Lift 40'	\$ 2,375.00
Temporary Electric 5kw Generator	\$ 800.00
Temporary Electric 25kw Generator	\$ 1,325.00
Temporary Electric 36kw Generator	\$ 1,650.00
Temporary Electric 56kw Generator	\$ 2,100.00
Temporary Electric 100kw Generator	\$ 3,700.00
Temporary Security Security Camera (ea.)	\$ 2,350.00
Temporary Security Solar Sled	\$ 500.00
Layout and QA/QC Trimble total station	\$ 2,000.00
Layout and QA/QC Laser level	\$ 680.00
Furnishings Job Site Trailer Furniture	\$ 2,600.00
Transportation: UTV Seat Gas	\$ 1,450.00
Transportation: UTV 4 Diesel	\$ 1,450.00
Transportation: Golf Cart 4 Seat Electric	\$ 950.00
Information Technology Jobsite Setup (1s)	\$ 1,500.00
Information Technology Data Vault / Digital Plan Kiosk	\$ 865.00
Information Technology Drone Aerial Photos	\$ 350.00
Heavy Equipment Loader + Gannon	\$ 3,500.00
Heavy Equipment Utility Tractor	\$ 1,500.00
Heavy Equipment Backhoe 14'	\$ 2,500.00
Heavy Equipment Backhoe 18'	\$ 4,250.00

Lane, Benjamin

From: notifications@cognitofrms.com on behalf of City of Scottsdale
 <notifications@cognitofrms.com>
Sent: Saturday, April 4, 2026 7:47 AM
To: Lane, Benjamin
Subject: City Council Public Written Comment Form - Aurea Flores

⚠ External Email: Please use caution if opening links or attachments!

City of Scottsdale

Web Scottsdale City Council Meeting Written Comment Form

[Open Form](#)

Entry Details

Agenda Item

MEETING DATE 4/14/2026

WHICH AGENDA ITEM WOULD YOU LIKE TO COMMENT ON? 13. Design Build Manager Construction Contract for Bond 2019 Project 63 – Old Town Parking Structure

Name

FULL NAME Aurea Flores

Contact Information

EMAIL aflores1413@yahoo.com

ADDRESS 7732 E Rancho Vista Drive

CITY Scottsdale

Comment

COMMENT

Since August 2016 I have lived in beautiful Scottsdale, near Old Town. This is a beautiful city proud to call myself a resident. I volunteer at the Little Red Schoolhouse and through this activity I have learned to appreciate the history and architecture of Scottsdale. Many times I bike to Old Town for a bite to eat, ice cream or simply share in its beauty. This comment is to respectfully request that the beauty of Old Town Scottsdale not to be destroyed by a parking garage structure. Instead we should concentrate all efforts in maintaining the history and architecture of Old Town Scottsdale for future generations to enjoy as I and many more currently do. Thank you for your consideration.

Lane, Benjamin

From: notifications@cognitofrms.com on behalf of City of Scottsdale
<notifications@cognitofrms.com>
Sent: Saturday, April 4, 2026 11:09 AM
To: Lane, Benjamin
Subject: City Council Public Written Comment Form - Robert Cincera

⚠ External Email: Please use caution if opening links or attachments!

City of Scottsdale

Web Scottsdale City Council Meeting Written Comment Form

[Open Form](#)

Entry Details

Agenda Item

MEETING DATE 4/14/2026

WHICH AGENDA ITEM WOULD YOU LIKE TO COMMENT ON? 13. Design Build Manager Construction Contract for Bond 2019 Project 63 – Old Town Parking Structure

Name

FULL NAME Robert Cincera

NAME OF GROUP OR ORGANIZATION Emortgagecapital

Contact Information

PHONE (602) 332-1195

EMAIL rcincera@emortgagecapital.com

ADDRESS

4403 N Parkway Ave

CITY

Scottsdale

Comment

COMMENT

I am one of many local business owners and residents that did not vote in 2019 for this parking garage, which will hurt local business during construction and is not needed as we have ample parking already..what i did vote for was more studies to support more signage for people to be directed to already in place ample parking..today i went to the farmers market and parked literally at the mission church.on the busiest day of the week during our peak tourist season..listen to the 4000 voters who are against this build..if any of you actually lived in Old Town you would know parking is not an issue..this build will only hurt surrounding businesses ..please halt this project immediately or you will not be voted back into office..bottom line

Lane, Benjamin

From: COGS Info <info@cogsaz.org>
Sent: Monday, April 6, 2026 6:37 PM
To: Lane, Benjamin
Subject: 6 April 2026 Message for Council regarding the April 14, 2026 Agenda # 13

⚠ External Email: Please use caution if opening links or attachments!

Ben: My attachment commands are not working...hope this is adequate for public record. Sonnie

To: Honorable Scottsdale Councilmembers: 6 April 2026

Re: City Council hearing 14 April 2026, Agenda Item #13 Old Town Parking Garage construction contract

COGS—Coalition of Greater Scottsdale—urges the City Council to approve Agenda Item #13 and move forward with the Bond 2019 Old Town Parking Garage two-level expansion as scheduled.

Bond 2019 passed because local business and property owners showed up, spoke up, and helped secure broad voter support for this investment. Those voters—and the stakeholders who have carried Old Town for decades—deserve follow-through. We ask the Council to approve the Agenda Item #13 construction contract and keep the project on track to proceed in June 2026.

Why this project is ready now (key history):

- In 2019, voters approved Bond 2019—including \$21 million for an Old Town parking structure—by a broad majority.
- The existing garage was engineered to accommodate added levels—an efficient, long-range plan that limits disruption and avoids starting from scratch.
- In the early 1970s, parcel owners in the SW, SE, and NW quadrants invested in their own parking through an Improvement District—demonstrating long-standing private commitment to shared parking solutions.
- The City of Scottsdale does not have the funds to purchase land and build a new garage in other potential Old Town locations.
- Multiple City Council majorities have advanced this project in a transparent public process, with repeated approvals in open meetings.

- Concerns about temporary impacts should have been addressed through the Farmers' Market contract to use the larger City Hall parking lot.
- The current objections have shifted to design preferences. *Design choices are inherently subjective and should not be used to delay contract approval or construction.*

What happens if the expansion is delayed or denied:

- Delaying the 2026 Chasse Team construction for yet another "updated" parking study will drive up costs and force Old Town to endure at least two more peak tourist seasons without needed capacity.
- Civic Center Plaza is expanding events from roughly 50 to 85 per year—without adding parking spaces.
- The new Civic Center amphitheater will draw up to 2,700 attendees per event—again, with no corresponding parking increase.
- Without adequate parking, the Arts District will continue to lose destination galleries—accelerating turnover to less complementary uses and weakening Old Town's cultural identity.
- Historic Old Town businesses will keep losing customers and revenue to areas with easier access and more reliable parking.

Respectfully,

Marilynn Atkinson, Jim Davis, Sonnie Kirtley, Cathy McKeever, Stan Morganstern, Andrew Scheck and Shea Stanfield

COGS Board of Directors

Contact info: COGS-Coalition of Greater Scottsdale info@COGSaz.org 602 717 3886

Item # 13: Design Build Manager Construction Contract For Bond Project 63

Adopt Resolution No. 13635 authorizing:

- Contract No. 2026-048-COS with Chasse Building Team In the amount of \$3,820,557.00 to provide design-build manager (DBM) construction phase services, Guaranteed Maximum Price one (GMP 1) for 2019 Bond Project 63 – Brown Avenue Parking Structure Expansion.



Background

In the 2019 bond election, voters approved \$21M for project 63 to provide additional parking facilities in Old Town.

In July of 2024, city council approved the use of the funds to add two levels to the existing city-owned parking structure at 1st Street and Brown Avenue.



Recent Staff Action

In accordance with Arizona Revised Statutes (ARS) Title 34, Staff issued RFSQ-072024-190 for Design Build Manager (DBM) Services

- Eight firms submitted statements of qualifications
- Five finalists were interviewed by a panel that included an outside general contractor
- Chasse Building Team was selected by the panel as most qualified

At the February 11, 2025 meeting, city council adopted Resolution 13318 authorizing contract 2025-004-COS for DBM Pre-Construction Phase services with the Chasse Building Team, Inc. for expansion of the Brown Avenue parking structure located on Brown Ave between 1st and 2nd Streets.

Design Build Manager Process

- A single entity is hired to provide design and construction services.
- Per ARS Title 34, the selection is made based on qualifications for the type of construction to be awarded.
- The DBM must follow a subcontractor selection plan that selects subcontractors based on qualifications alone or on a combination of qualifications and price. Subcontractors cannot be selected based on price alone.
- Qualified subcontractors are competitively bid.
- Design fees and construction fee to the Design Builder are negotiated.

Why was DBM Chosen for this project?

- The construction schedule is compressed to complete work between peak event seasons. Construction logistics need to inform the design process, requiring an integrated team.
- This project is predominantly provided by a precast concrete subcontractor; it is critical to have them on board early to inform the design and contribute to construction logistics.
- Quality will be a single point of responsibility as design and construction are integrated.
- Early communication to the Old Town stakeholders regarding design and construction issues is vital.

Design

- The parking structure design adds two above ground levels to the existing structure and will increase capacity by 186 spaces for a total capacity of 412 spaces.
- Three public outreach events were conducted at different phases of the design and comments were incorporated.
- A second level step back from Brown Avenue was requested and the exterior is designed to compliment the surrounding structures and comply with the Old Town Design Guidelines.

View from Brown Ave. and First Street



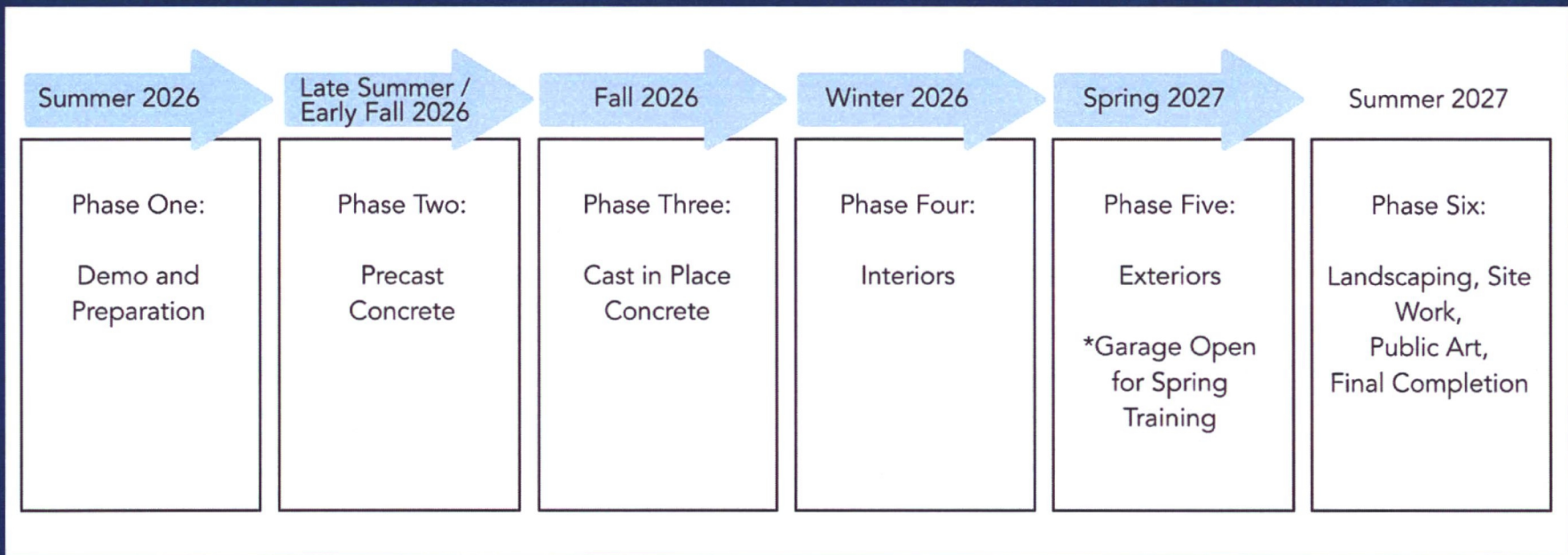
View from First Street Looking Southeast



View from Second Street



Tentative Construction Schedule



Resource Impacts

- Funding for this project is available in PD2101:

Project	Total Project Budget (in millions)	Funds Spent (in millions)	Remaining Budget (in millions)	Funding Sources
PD2101– Build Parking structures in Old Town	20.96	0.54	20.42	2019 Bond

- Of the \$20.96M of funding available, \$2.2M has been earmarked for 55 public parking spaces in the future Artisan development; leaving \$18.7M available for this project.

Proposed Next Steps

- This early procurement contract will allow long lead items to be procured and will include demolition and construction work in preparation for the precast structure. This early work is included in GMP One in the amount of \$3,820,557.
- The remaining construction work will be brought to council under GMP Two in June 2026 and will complete the construction of the parking structure.

Requested Action

Adopt Resolution No. 13635 authorizing contract 2026-048-COS for construction phase, Guaranteed Maximum Price One, for long lead construction materials. This action is necessary to begin fabrication of the precast concrete elements to minimize the construction duration and complete the structure for use during Spring Training 2027.



Questions?

Meeting Date: April 14, 2026

Item No. 13

**Design Build Manager Construction Contract for Bond
2019 Project 63 – Old Town Parking Structure.**

Public Comment(s)

Submitted public comment(s) for this item may be viewed by clicking [here](#).

To search for a specific comment, complete the “Filter By Document Text” section of the search form by entering a key word or phrase.

Please note that comments are uploaded in batches as PDF files and can vary in page length and file size. Text within PDF files can be searched by pressing the “Ctrl key” and the “F key” on your keyboard and entering a key word or phrase in the search box.

For questions or additional assistance, please contact the City Clerk’s Office at 480-312-2412 or cityclerk@scottsdaleaz.gov.