

CITY COUNCIL REPORT



Meeting Date: March 24, 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

Construction Manager at Risk Construction Phase Services Contract for the Fire Station 601 Ambulance Annex. Adopt Resolution No. 13613 authorizing:

1. Construction manager at risk (CMAR) Contract No. 2026-034-COS with CORE Construction, Inc., in an amount not to exceed \$7,101,940.00 to provide Construction Services for the Fire Station 601 Ambulance Annex located at 1901 N. Miller Road and
2. A FY 2025/26 budget appropriation transfer of up to \$4,227,500 from General Fund Capital Contingency to the Fire Station 601 Ambulance Annex Project (PB2603)
3. A FY 2025/26 budget appropriation transfer of up to \$4,322,500 from General Fund Operating Contingency to the Fire Station 601 Ambulance Annex Project (PB2603).

The project's budget does not increase as a result of this action.

BACKGROUND

The purpose of this action is to approve CMAR Contract No. 2026-034-COS with CORE Construction, Inc. to provide construction services for the Fire Station 601 Ambulance Annex.

In 2024, the City of Scottsdale transitioned ambulance services in-house, phasing out the previous private ambulance contracts. This shift requires additional space to accommodate staff and emergency vehicles to maintain seamless service delivery. The Fire Station 601 service zone includes about 37,500 residents and visitors. The station has been in operation at this location since its construction in 2011.

In response to the growing demand for high-quality emergency medical services, the Scottsdale Fire Department is expanding the operations for southern Scottsdale with the construction of the new ambulance annex, adjacent to the existing Fire Station 601. The expansion supports the City operated ambulance programs, to ensure continued rapid and efficient response to both emergency and not-emergency calls.

Action Taken _____

City Council Report | Construction Services Contract for the Fire Station 601 Ambulance Annex

The Ambulance Annex will serve primarily as a dormitory and operational base for ambulance personnel, featuring essential interior spaces such as offices, kitchen, dining areas, bathrooms and medical storage. The facility will also include three vehicle bays, housing two ambulances and one supervisor vehicle. The annex will be built just north of the existing Fire Station 601 and will use the existing driveway at the Granada Road alignment. Planned exterior improvements include landscaping, on-site parking, mechanical equipment yard, and perimeter security fencing and access control gates.

Fucello Architects was hired under the On-Call Services contract on July 19, 2025 to provide architectural services.

ANALYSIS & ASSESSMENT

Recent Staff Action

In accordance with ARS 34-603(C)(1)(f)(ii), CORE Construction was selected as the CMAR contractor through the City's request for qualifications process (26RFSQ019).

On January 13, 2026, Council adopted Resolution 13575 for preconstruction services contract 2026-005-COS with CORE Construction.

Significant Issues to be Addressed

Staff will work closely with the Fire Department during construction regarding schedule and construction issues.

RESOURCE IMPACTS

Available funding

The required appropriation needed to cover the budget adjustments exists in the city's adopted FY 2025/26 Capital Improvement Plan (CIP).

The budget appropriation transfer request does not alter the total cost of the project as adopted in the FY 2025/26 Five-Year CIP. The budget for the Fire Station 601 Remodel project was planned for two years, but construction is anticipated to begin sooner. The request, if approved, will move up future approved budget to the current fiscal year.

Project	FY 2025/26	FY 2026/27	Total
Fire Station 601 Remodel	950,000	8,550,000	9,500,000

The request, if approved, will move up future approved budget to the current fiscal year.

Project	FY 2025/26	FY 2026/27	Total
Fire Station 601 Remodel	9,500,000	-	9,500,000

\$727,865 has been expended to date. The remaining project budget is \$8,772,135.

Project	Total Project Budget	Funds Spent (in millions)	Remaining Budget	Funding Sources
Fire Station 601 Remodel	9.5	0.72	8.77	General Fund

Staffing, Workload Impact

The contract administrator responsible for enforcement of all provisions of the contract is Annette Grove, Sr. Project Manager, Capital Projects Management Division.

Maintenance Requirements

The completed project will be maintained by City staff in a manner similar to other fire stations that are operating in the valley.

Future Budget Implications

Ongoing maintenance and upkeep cost of the facility is estimated at approximately \$110,000 per year. Future operating budgets will include requests for additional funds to cover the operation of the new facility, aligning with the approved operating impact outlined in the FY 2025/26 five-year plan.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 13613 authorizing CMAR Contract No. 2026-034-COS with CORE Construction, Inc. in an amount not to exceed \$7,101,940.00 to provide construction services for the Fire Station 601 Ambulance Annex Project located at 1901 N. Miller Road, and authorize a FY 2025/26 budget appropriation transfer of up to \$4,227,500 from the General Fund Capital Contingency available in the adopted FY 2025/26 CIP budget and \$4,332,500 from the General Fund Contingency in the adopted FY 2025/26 operating budget to the Fire Station 601 Ambulance Annex Project. The project's budget will not increase as a result of this action; the budget in FY 2026/27 will be reduced by an identical amount.

Proposed Next Steps:

Following Council's approval of the contract, CORE Construction, Inc. will proceed with site mobilization and continue to participate in weekly construction meetings.

RESPONSIBLE DEPARTMENT(S)

Fire, Transportation and Infrastructure

STAFF CONTACT

Annette Grove, Sr. Project Manager, agrove@scottsdaleaz.gov, 480-312-2399.

APPROVED BY

Alison Tymkiw

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

3/11/26 22:06 MST

Date

Scott Selin

Scott Selin, Budget Director
(For Financial Policies Compliance and Budget Appropriation)
(480) 312-2603, SSelin@Scottsdaleaz.gov

3/11/26 20:18 MST

Date

ATTACHMENTS

1. Resolution No. 13613
2. Location Map
3. Contract No. 2026-034-COS

RESOLUTION NO. 13613

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA TO AUTHORIZE 1. CONSTRUCTION MANAGER AT RISK CONTRACT NO. 2026-034-COS BETWEEN THE CITY AND CORE CONSTRUCTION, INC. FOR CONSTRUCTION PHASE SERVICES FOR THE FIRE STATION 601 AMBULANCE ANNEX PROJECT, IN AN AMOUNT NOT TO EXCEED \$7,101,940, 2. AUTHORIZE A FY 2025/26 GENERAL FUND CAPITAL CONTINGENCY TRANSFER OF \$4,227,500 TO THE PROJECT, AND 3. AUTHORIZE A FY 2025/26 GENERAL FUND OPERATING CONTINGENCY TRANSFER OF \$4,322,500 TO THE PROJECT.

WHEREAS, the City wishes to build the Fire Station 601 Ambulance Annex (PB2603) and associated amenities located at 1901 N. Miller Road.

WHEREAS, CORE Construction, Inc. has been selected by the City through a competitive process (Solicitation 26RFSQ019) to provide the necessary construction services.

WHEREAS, CORE Construction, 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 Construction Manager at Risk Contract No. 2026-034-COS between the City and CORE Construction, Inc. for construction phase services for the Fire Station 601 Ambulance Annex project, in an amount not to exceed Seven Million One Hundred and One Thousand Nine Hundred and Forty dollars (\$7,101,940).

Section 2. Authorize a FY 2025/26 budget appropriation transfer of up to \$4,227,500 from the General Fund Capital Contingency to the Fire Station 601 Ambulance Annex Project (PB2603).

Section 3. Authorize a FY 2025/26 budget appropriation transfer of up to \$4,322,500 from General Fund Operating Contingency to the Fire Station 601 Ambulance Annex Project (PB2603).

Section 4. 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.

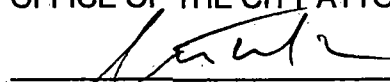
ATTEST:

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 2

PROJECT TITLE LOCATION MAP
FS 601 AMBULANCE ANNEX

DEPT.	AG	DRAWN	DATE	SCALE	SHT.
T&I		JD	12/25	NTS	1 OF 1





CITY OF SCOTTSDALE

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES

PROJECT NAME: FIRE STATION 601 AMBULANCE ANNEX

PROJECT NO: PB2603

CONTRACT NO: 2026-034-COS

TABLE OF CONTENTS

RECITALS.....	1
ARTICLE 1 – CMAR'S SERVICES AND RESPONSIBILITIES	1
ARTICLE 2 – CITY'S SERVICES AND RESPONSIBILITIES.....	15
ARTICLE 3 – CONTRACT TIME.....	18
ARTICLE 4 – CONTRACT PRICE.....	21
ARTICLE 5 – CHANGES TO THE CONTRACT PRICE AND TIME	24
ARTICLE 6 – PROCEDURE FOR PAYMENT	30
ARTICLE 7 – CLAIMS AND DISPUTES	37
ARTICLE 8 – SUSPENSION AND TERMINATION.....	40
ARTICLE 9 – INSURANCE AND BONDS.....	43
ARTICLE 10 – INDEMNIFICATION.....	50
ARTICLE 11 – GENERAL PROVISIONS.....	52
ARTICLE 12 – DEFINITIONS.....	64
EXHIBIT A - PROJECT DESCRIPTION SCOPE OF WORK	
EXHIBIT B - PRECONSTRUCTION AGREEMENT	
EXHIBIT C - CMAR'S GMP PROPOSAL	
EXHIBIT D - STATUTORY PERFORMANCE BOND	
EXHIBIT E - STATUTORY PAYMENT BOND	
AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS	
CONTRACTOR'S NOTICE OF FINAL PAY ESTIMATE	
CONTRACTOR'S NOTICE OF FINAL ACCEPTANCE	

CITY OF SCOTTSDALE
CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES

PROJECT NO: PB2603
CONTRACT NO: 2026-034-COS

THIS CONTRACT, entered into this 24th day of March, 2026, by the City of Scottsdale, an Arizona municipal corporation, (the "City") and CORE Construction, Inc., an Arizona corporation (the "Construction Manager at Risk" or "CMAR").

RECITALS

- A. The Mayor of the City of Scottsdale is authorized by provisions of the City Charter to execute contracts for construction services.
- B. The City intends to construct the Fire Station 601 Ambulance Annex Project, as described in **Exhibit A** attached, and referred to in this Contract as the "Project," located at 1901 N. Miller Road, Scottsdale, Arizona.
- C. The CMAR has represented to the City the ability to provide construction management services and to construct the Project. Based on this representation the City desires to engage the CMAR to provide the services identified in the Contract and construct the Project.
- D. City of Scottsdale Contract No: 2026-005-COS has been executed previously between the City and CMAR for preconstruction phase services (the "Preconstruction Agreement"), attached hereto as **Exhibit B**. Those services may continue during the duration of this Contract.

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

ARTICLE 1 – CMAR'S SERVICES AND RESPONSIBILITIES

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

1.1. GENERAL SERVICES

- 1.1.1. The CMAR's Representative must be reasonably available to the City and have the necessary expertise and experience required to supervise the Work. CMAR's Representative must communicate regularly with the City but not less than once a week and must be vested with the authority to act

on behalf of the CMAR. The CMAR's Representative may be replaced only with the written consent of the City.

1.2. GOVERNMENT APPROVALS AND PERMITS

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

1.3. PRECONSTRUCTION CONFERENCE

- 1.3.1. Before beginning any Work, the Contract Administrator will schedule a Preconstruction Conference. The City and the CMAR have entered into a separate written contract for Design Phase Services establishing the fee the City will pay the CMAR for all Preconstruction Services.
- 1.3.2. The purpose of the Preconstruction Conference is to establish a working relationship between the CMAR, design firms, utility firms, and various City agencies and staff. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items,

CMAR Payment Requests and processing, coordination with the involved utility firms and/or utility companies (i.e. APS, SRP, SW Gas, etc.), and emergency telephone numbers for all representatives involved in the construction.

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

1.4. CONTROL OF THE WORK

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

- 1.4.5. Survey stakes and marks required for the completion of the construction shown on the plans and as described in the specifications shall be furnished by the CMAR.
- 1.4.6. Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, the CMAR shall ensure that the Subcontractor employed for that portion of the Work is pre-approved by the manufacturer.
- 1.4.7. The CMAR shall take field measurements and verify field conditions and shall carefully compare all field measurements and conditions and other information known to the CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be immediately reported to the City.
- 1.4.8. Before ordering materials or conducting the Work, the CMAR and each Subcontractor must verify measurements at the Site and will be responsible for the correctness of these 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, shall be submitted to the City for resolution before proceeding with the Work.
- 1.4.9. The CMAR will establish and maintain all building and construction grades, lines, levels, and benchmarks, and will be responsible for the accuracy and protection of these items. This portion of the Work will be performed or supervised by an Arizona licensed civil engineer or surveyor.
- 1.4.10. Any person employed by the CMAR or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by the CMAR or the Subcontractor employing the person, and shall not be employed again in any portion of Work without the written approval of the City. The CMAR or Subcontractor shall hold the City harmless from damages or claims that may occur in the enforcement of this Article.
- 1.4.11. The CMAR assumes responsibility for the proper performance of the Work of Subcontractors and any acts and omissions in connection with this performance. Nothing in the Contract Documents creates any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 1.4.12. The CMAR must coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, the CMAR agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 1.4.13. On a daily basis, the CMAR shall prepare a Contractor's Daily Report. The City's Construction Coordinator or its Transportation & Infrastructure Inspector will provide a sample report format to the CMAR. The report must detail the activities that occurred during the course of the day, all equipment

utilized and the number of hours operated, and all personnel on the site inclusive of Subcontractors. The Daily Reports shall be submitted to the Construction Inspector a daily basis, unless otherwise arranged. Failure to provide Daily Reports as arranged or requested above may result in the retention of monthly progress payments until the Reports are brought up to date.

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

1.5. CONTROL OF THE WORK SITE

- 1.5.1. Throughout all phases of construction, including any suspension of the Work, the CMAR must keep the Site reasonably free from debris, trash and construction waste to permit the performance of its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, the CMAR will remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work to permit the City to occupy the Project or a portion of the Project for its intended use.
- 1.5.2. **Dust Control.** The CMAR will take appropriate steps, procedures or means required to prevent abnormal dust conditions due to its construction operations. The dust control measures shall be maintained at all times during construction of the Project to the satisfaction of the City, in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations and City of Scottsdale Supplement to M.A.G. Standard Specifications together with applicable provisions of Federal and State Law.
- 1.5.3. **Dust Control Coordinator.** Subject to the requirements or exemptions contained A.R.S. §49-474.05, as amended, the CMAR 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.** If applicable, the CMAR shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. The CMAR shall coordinate all Work to minimize disruption to building occupants and facilities.
- 1.5.5.** Only materials and equipment used directly in the Work may be brought to and stored on the Site by the CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the CMAR.
- 1.5.6.** The CMAR 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 referred to will become the property of the CMAR. The CMAR will provide for the legal disposal at an appropriate off-site location for all waste products, debris, etc., and will make necessary arrangements for its disposal. Any disposal/dumping of waste products or unused materials will conform to applicable Federal, State and Local Regulations.
- 1.5.7.** The CMAR shall supervise and direct the Work. The CMAR is solely responsible for the means, methods, techniques, sequences and procedures of construction. The CMAR shall employ and maintain on the Work a qualified supervisor or superintendent who has been designated in writing by the CMAR as the CMAR's representative at the Site. The representative must have full authority to act on behalf of the CMAR and all communications given to the representative will be as binding as if given to the CMAR. The representative must be present on the Site at all times as required to perform adequate supervision and coordination of the Work. Where appropriate, all Provisions of M.A.G., Section 105.5, will be applicable.
- 1.5.8.** In the event of abnormal weather conditions, such as windstorms, rainstorms, etc., the CMAR shall immediately inspect the Work and Site and take all necessary actions to ensure public access and safety are maintained.
- 1.5.9. Damage to Property at the Site.** The CMAR is responsible for any damage or loss to property at the Site, except to the extent caused by the acts or omissions of the City or its representatives, employees or agents and not covered by insurance. The costs and expenses incurred by the CMAR under this Article may be paid as a Cost of the Work to the extent that the costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles, but shall not increase the Contract Price or GMP.
- 1.5.10. Damage to Property of Others.** The CMAR shall avoid damage, as a result of the CMAR's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of the City. The CMAR shall repair any damage caused by the operations of the CMAR, which costs will be paid

as a Cost of the Work to the extent that these costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible, but shall not increase the Contract Price or GMP.

1.5.11. Failure of CMAR to Repair Damage. If the CMAR fails to begin the repair of damage to property as required in Articles 1.5.9, and 1.5.10 and diligently pursue the repair, the City will give the CMAR ten (10) days written notice to begin repairs. If the CMAR 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 CMAR amounts paid or incurred by the City in correcting the damage.

1.6. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

1.6.3. 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 CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents. The CMAR will review, approve and verify that all submittals meet the intent of the Contract Documents.

1.6.4. The CMAR 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.

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

1.6.6. By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, the CMAR represents that the CMAR has determined and verified materials, field measurements and related field construction criteria, or will do so, and has checked and coordinated the

information contained within the submittals with the requirements of the Work and of the Contract Documents.

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

1.8. MATERIALS TESTING

- 1.8.1. All materials used in the Work must be new and unused, unless otherwise noted, and must meet all quality requirements of the Contract Documents.
- 1.8.2. All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the City. Any material rejected by the City will be removed immediately and replaced in a manner acceptable to the City.
- 1.8.3. The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and tests will be made in accordance with the following: The City of Scottsdale Material Testing Manual and the standard methods of American Association of State and Highway Transportation Off Roads (AASHTO) or American Society for Testing and Materials (ASTM), and Maricopa Association of Governments (MAG) supplements.
- 1.8.4. The City may select a pre-qualified Independent Testing Laboratory and will pay for initial City Acceptance Testing.
 1. When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid for by the CMAR. Construction contingency cannot be utilized for the cost of re-testing.
 2. When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting will be performed by the same testing agency.
- 1.8.5. The CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work and will provide them access to the Work at all times upon reasonable notice.
- 1.8.6. All soils and materials testing will be performed by the City's designated agent and payment for testing shall be paid for as outlined below. In coordination with the CMAR, the City will order tests and distribute test results for all construction areas. The City will distribute test results within twenty-four (24) hours of receipt.
 1. The City will pay for soils or materials testing through a separate contract.
 2. Other material testing: When the first or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid by the CMAR. The City's Project Contingency cannot be utilized for the cost of re-testing.
- 1.8.7. At the option of the City, materials may be approved at the source of supply before delivery is started.
- 1.8.8. Code compliance testing and inspections required by codes or ordinances or by a plan approval authority, and which are made by a legally constituted

authority are the responsibility of and will be paid by the CMAR, unless otherwise provided.

1.8.9. The CMAR's quality control testing and inspections are the sole responsibility of the CMAR and paid by the CMAR.

1.9 PROJECT RECORD DOCUMENTS/AS-BUILTS

1.9.1 During the construction period, the CMAR shall maintain at the Site a set of blue-line or blackline prints of the Construction Document drawings and Shop Drawings for Project Record Document purposes.

1. The CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The CMAR shall give particular attention to information on concealed elements which are difficult to identify or measure and record later. Items required to be marked include but are not limited to:

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

2. The CMAR shall mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked they shall include cross-reference locations on the Construction Documents.

3. The CMAR will mark Project Record Drawing sets with red erasable colored pencil.

4. The CMAR will note Requests for Information (RFI) Numbers, Architects' Supplemental Information (ASI) Numbers and Contract Amendment Proposal Numbers, etc., as required to identify the source of the change to the Construction Documents.

5. The CMAR will at the time of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.

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

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

1.10 PROJECT SAFETY

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

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

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

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

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

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

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

- 1.10.4 Accident/Injury Procedure.** The CMAR shall contact the Contract Administrator and Risk Management Department within twenty-four (24) hours of the occurrence of an accident or injury arising out of the CMAR's Work under this Contract.
- 1.10.5 Unsafe Acts.** The CMAR employees shall abate or remedy any unsafe act or condition which may arise in the course of CMAR's work under this Contract.
- 1.10.6 Safety Audits.** The City reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the Construction Coordinator or CPM Inspector must be notified within four (4) hours should any OSHA inspections occur at a City job site.
- 1.10.7** The CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-site or off-site, and (iii) all other property at the Site or adjacent to the Site.
- 1.10.8** The CMAR assumes responsibility for implementing, monitoring, and documenting all safety precautions and programs related to the performance of the Work.
- 1.10.9** The CMAR will, before beginning construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, the CMAR's Safety Representative will be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.
- 1.10.10** The CMAR must provide OSHA 300A Summary log information including total recordable cases, total case rates, and lost workday incident rates for the past 2 calendar years. This information can be compared to Bureau of Labor Statistics (BLS) rates to determine whether a contractor has below average or above average accident/injury rates. Bureau of Labor Statistics information can be obtained through Risk Management. The Safety Representative will make routine daily inspections of the Site and will hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.
- 1.10.11** The CMAR will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to the Contract Administrator and, to the extent mandated by Legal Requirements, to all government or quasi-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work.
- 1.10.12** The CMAR's responsibility for safety under this Article 1.10 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and

(ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

- 1.10.13** The CMAR and Subcontractors must provide Material Safety Data Sheets for all substances that are delivered to the City, that come under the OSHA Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200, Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).

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

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

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

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

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

1.11 WARRANTY

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

1. Should the CMAR fail to begin repairs or corrective work within 14 calendar days after receipt of written notice from the City, the City may perform the necessary work and the CMAR shall reimburse the City for the actual cost.

2. The warranty period on any part of the work repaired or replaced is extended for a period of 1 year from the date of the repair or replacement.
 3. This warranty does not apply to damage caused by normal wear and tear or by acts beyond the CMAR's control.
- 1.11.2 Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than provided in this Article 1.11 or the Contract Documents. The CMAR will provide the City with all manufacturers' warranties upon Substantial Completion.
- 1.11.3 The CMAR's warranty obligation will be the maximum allowed by the Arizona Registrar of Contractors.
- 1.11.4 The CMAR further warrants that any material or service supplied to the City shall fully conform to all requirements of this Contract and all representations of the CMAR, and shall be fit for all purposes and uses required by this Contract. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the CMAR shall maintain all applicable licenses and permits.

1.12 CORRECTION OF DEFECTIVE WORK

- 1.12.1 The CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Article 1.11 above within a period of 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 During the Work, the CMAR shall take meaningful steps to begin correction of any 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 CMAR 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 CMAR with written notice that the City will commence correction of the nonconforming Work, at its discretion, through its employees, agents or other third parties..
- 1.12.3 If the City does perform this corrective Work, the CMAR will be responsible for all reasonable costs incurred by the City in performing this correction without increasing the Contract Price or GMP.
- 1.12.4 The CMAR 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 CMAR's obligation to correct nonconforming Work and is not intended to be a period of limitations for any other rights or remedies the City may have regarding the CMAR's other obligations under the Contract Documents.

1.13 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTION

The CMAR shall prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval or the CMAR may use the City's plan. If the Parties have entered into a Preconstruction Agreement that contains Subcontractor and Major Supplier provisions, in selecting Subcontractors and Major Suppliers, the CMAR will comply with the provisions in the Preconstruction Agreement. (For horizontal construction, as defined in A.R.S. § 34-101(16), the CMAR must self-perform not less than 45% of the Work as required by A.R.S. § 34-603(l)(3).)

ARTICLE 2 – CITY'S SERVICES AND RESPONSIBILITIES

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

2.1 CONTRACT ADMINISTRATOR/CONSTRUCTION COORDINATOR

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

2.1.2 The Construction Coordinator will promptly notify the CMAR if the Construction Coordinator observes any failure on the part of the CMAR to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the drawings and specifications.

2.1.3 The City may contract separately with a Design Team, and may include partial construction administration services for the Project. A copy of the Design Team's contract will be furnished to the CMAR.

2.1.4 Both the Contract Administrator and Construction Coordinator are responsible for construction administration of the Work. The Design Team, if authorized by the City, will review, approve or take other appropriate action upon the CMAR's submittals such as Shop Drawings, Product Data and Samples in accordance with Article 1.6. Communications by and with the Design Team will be through the Contract Administrator and Construction Coordinator.

2.1.5 The Contract Administrator or Construction Coordinator and the Design Professional will interpret and decide matters concerning performance under the requirements of the Contract Documents. The Design Professional's response to these requests will be made to the City. The City will timely forward the response to the CMAR.

2.1.6 The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the Procurement Code.

2.2 CITY'S SEPARATE CONTRACTORS. The City is responsible for all Work performed on the Project or at the Site by separate contractors under the City's control. The City will contractually require its separate contractors to cooperate with, and coordinate their activities, so as not to interfere with the CMAR, in order to enable timely completion of Work consistent with the Contract Documents. The CMAR agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.3 PERMIT REVIEW AND INSPECTIONS. Approving specific parts of the Building Permit is the responsibility of the City's 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 CMAR, the following information:

1. To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
2. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable the CMAR to perform the Work;
3. A legal description and Street or Physical address of the Site;
4. To the extent available, as-built record and historical drawings of any existing structures at the Site;
5. To the extent available, environmental studies, environmental impact statements, reports and impact statements describing the

environmental conditions (including hazardous materials) known to exist at the site;

6. Upon request, the City will provide all City standards and guidelines, supplementary conditions and special provisions that will be included in the plans and specifications for the Project. These may include but are not limited to: disposal of surplus material, special security provisions, investigation of underground facilities, traffic controls and regulations, special quality control testing and termite treatment requirements.

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

2.5 PROJECT MANAGEMENT SERVICES

- 2.5.1 The City may contract separately with one or more Technical Consultants to provide project management assistance to the Project. The Technical Consultant's contract as well as the contracts of other firms hired by the City will be furnished to the CMAR upon request. The CMAR will not have any right however, to limit or restrict any contract modifications that are mutually acceptable to the City and Technical Consultant.
- 2.5.2 The Technical Consultant services will augment the City staffing resources to effectively manage the objectives of the City and this Project with the goal of managing the key project communication, cost and time parameters.
- 2.5.3 The Technical Consultant may provide preprogramming and design standards.
- 2.5.4 The City may contract with the Technical Consultant to provide some or all of the following services during the performance of the construction:
 1. Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed construction and to determine in general if the construction is being performed in accordance with the Construction Documents. The Technical Consultant will keep the City informed of progress of the construction and will endeavor to guard the City against defects and deficiencies in the construction. The Technical Consultant may have authority to reject construction which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Articles 1.7 and 1.8;
 2. Review and recommend approval of the CMAR's Payment Requests;
 3. Interpret matters concerning performance under and requirements of the Contract Documents on written request of the City. The Technical Consultant's response to these requests will be made with reasonable promptness and within any time limits agreed upon;

4. Analyze, recommend and assist in negotiations of Change Orders;
5. Conduct inspections to determine Substantial Completion and Final Acceptance;
6. Receive and forward to the City for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the CMAR.

ARTICLE 3 – CONTRACT TIME

3.0 CONTRACT TIME

3.1 Contract Time will be 300 days as indicated in the Notice to Proceed (NTP).

3.1.1 Contract Completion Time will start with the Notice to Proceed (NTP) and end with Substantial Completion. The City will issue a NTP letter establishing the mutually agreed upon NTP date for this Contract.

3.1.2 Failure on the part of the CMAR to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the City.

3.1.3 Each GMP amendment to this Contract will establish a separate construction NTP date, Performance Period and Substantial Completion date for the entire Project. The Performance Period(s) may be sequential or may run concurrently.

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

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

3.2 PUNCH LIST PREPARATION

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

3.3 LIQUIDATED DAMAGES

If Substantial Completion is not attained within the Contract Time as adjusted, the City will suffer damages which are difficult to determine and accurately specify. The CMAR agrees that if Substantial Completion is not attained within the Contract

Time as adjusted, the CMAR will pay as liquidated damages the amounts specified in Section 108.9 of the M.A.G. Standard Specifications, incorporated in this Contract by reference. These amounts may be adjusted depending on the anticipated or actual loss caused by the delay and the difficulty of proof of loss.

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

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

3.4.2 The Project Schedule will be revised as required by conditions and progress of the Work, but any revisions will not relieve the CMAR 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 An updated Project Schedule will be submitted monthly to the City at least five (5) days before the CMAR's monthly Payment Request.

1. The CMAR will provide the City with a monthly status report with each Project Schedule detailing the progress of Construction, including whether (i) the construction is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize the ability to complete the construction as presented in the GMP and within the Contract Time(s). The monthly status report and Project schedule shall be provided electronically to the Contract Administrator and Construction Coordinator no later than the 25th of each month.

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

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

- Time extension requests.
- Other items.
- Substantial Completion date status:
 - If ahead of schedule, the number of days ahead.
 - If behind schedule, the number of days behind.
- Other project or scheduling concerns.

3.4.4 The City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review will not relieve the CMAR from compliance with the requirements of the Contract Documents or be construed as relieving the CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the 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, earliest and latest start and finish dates, and will be presented in a time scaled graphical format for the Project as a whole.

1. The activities making up the schedule will be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and provide an appropriate basis for monitoring and evaluating the progress of the Work.
2. The Critical Path Method diagram construction schedule will be based upon activities which would coincide with the Schedule of Values.
3. The Critical Path Method diagram schedule will show all submittals associated with each Work activity and the review time for each submittal.
4. The schedule will show milestones, including milestones for City-furnished information, and will include activities for City-furnished equipment and furniture, if any, when those activities are interrelated with the CMAR's Work.
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

The CMAR is required to prepare for the City a Construction Management Plan.

ARTICLE 4 – CONTRACT PRICE

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

4.1 CONTRACT PRICE

- 4.1.1** The Contract Price is a not to exceed price of \$7,101,940.00, as stated in detail in the GMP Proposal, attached as **Exhibit C**.
- 4.1.2** The Contract Price is the sum of the GMP plus the City's Project Contingency defined in Article 12 and is subject to adjustments made in accordance with Article 5.
- 4.1.3** The CMAR is responsible for payment of all State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income, whether or not these taxes are specifically separated in the bid amount.
- 4.1.4** Unless otherwise provided in the Contract Documents, the Contract Price is to include all sales, use, consumer and other taxes throughout the term of this Contract, whether or not yet effective or merely scheduled to go into effect.
- 4.1.5** Any Contingencies and Allowances as agreed upon between the City and the CMAR will be in the GMP.

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

4.3 GUARANTEED MAXIMUM PRICE (GMP)

- 4.3.1** At the end of the design phase or at a time determined by the City, and as a part of the Work done under the Preconstruction Agreement, the City will request the CMAR to provide a GMP, or series of GMP's if the CMAR

determines phased construction would be in the City's best interest. The approved GMP(s) is set forth in Exhibit C, attached to this Contract.

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

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

4.3.3 The Cost of the Work (Direct Costs), plus the CMAR 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 not-to-exceed amount defined by the individual work items and their associated negotiated unit prices as part of the hard construction work as defined in Article 12. It includes direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, materials testing, and warranty of the work together with self-performed work that the CMAR established in the Sub-Contractor Selection Plan. The Cost of Work does not include the CMAR's Indirect Costs.
2. The CMAR's Indirect Costs include the costs for General Conditions, Payment and Performance Bonds, Insurance, the CMAR Construction Fee and Taxes.
 - a. The General Conditions are costs for the negotiated amount of Project supervision and other indirect costs according to construction terms as defined in Article 12. These costs are not reflected in other GMP items. Costs may include, but are not limited to, the following: Project Manager, Superintendent, Full-time General Foremen, workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.) and administrative office personnel. Other costs may include: temporary office, building permit and licensing fees, fencing and other facilities, office supplies, office equipment, minor expenses, utilities, vehicles, fuel, sanitary facilities, and telephone services at the site.
 - b. Payment Bonds, Performance Bonds and Insurance are actual costs applied to Cost of Work and General Conditions Costs as detailed in the GMP Proposal.

- c. The CMAR Construction Fee is a negotiated fixed fee that is proposed by the CMAR for the project as defined in Article 12. It is for management and related services of the CMAR Project.
 - d. Taxes include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.
3. The City's Project Contingency is defined in Article 12. 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 CMAR, the sum of which will be the full contract price for construction. Taxes will be applied by the CMAR at the time of the City's Project Contingency is an additional negotiated Construction Fee.
- 4.3.4 The GMP is cumulative. The amount of any GMP amendment will be negotiated separately and will reflect the CMAR's risk from that point forward in the Project.
- 4.4 **GMP PROPOSAL.** The GMP Proposal will be that as provided in the Preconstruction Agreement, and the GMP Proposal is attached as Exhibit C.
- 4.5 **GMP APPROVAL.** The approval of the GMP will be in accordance with the provisions of the Preconstruction Agreement, attached to this Contract as Exhibit B.
- 4.6 **TAX/LICENSE**

The successful CMAR 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>

4.7 **RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES**

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

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. The CMAR is advised to consider this as it prepares its bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/ deductions are applicable. For tax

guidance, please reference the City Code and other tax resources at the following website: <https://www.scottsdaleaz.gov/taxes>

The State of Arizona has similar exemptions, please reference A.R.S. Title 42 at the following website: <https://www.azleg.gov/arsDetail/?title=42>

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

ARTICLE 5 – CHANGES TO THE CONTRACT PRICE AND TIME

5.0 DELAYS TO THE WORK

5.1 DELAYS TO THE WORK

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

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

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

1. Written notice shall be submitted within fourteen (14) days of the commencement of the cause of the delay.
2. If written notice is submitted 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 the 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 Permitting the CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights under this Contract.

5.1.6 In the event the CMAR incurs expenses related to a delay for which the City is responsible pursuant to A.R.S. §34-609(E), as amended, the CMAR 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.

- 5.1.7** In addition to the CMAR's right to a time extension for those events stated in this Article 5.1, the CMAR 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 CMAR encounters a Differing Site Condition(s), the CMAR may be entitled to an adjustment in the Contract Price or Contract Time(s) to the extent the CMAR's cost or time of performance are the direct result of a Differing Site Condition(s).
- 5.2.2** Upon encountering a Differing Site Condition, the CMAR shall notify the Construction Coordinator or Contract Administrator of the condition within seven (7) days after the condition has been encountered. Final costs must be submitted within thirty (30) days after notice is received by the City, unless extended by written agreement of the parties. The CMAR must give the City's Contract Administrator written notice of and an opportunity to observe such condition before disturbing or altering the Differing Site conditions. The failure of the CMAR to give written notice and make the Claim as required by this Article and Article 7.1.5 shall constitute a waiver by Contractor of any rights arising out of or relating to such Differing Site Conditions.
- 5.2.3** In order for the CMAR to obtain any additional compensation or time extensions for Differing Site Conditions, the CMAR must demonstrate that it encountered a material difference at the Site, as defined in Article 12, that required it to expend additional cost or time. The CMAR must also establish that it actually and reasonably relied upon the representations found in the Contract Documents concerning the Site conditions.

5.3 APPLICATION FOR EXTENSION OF TIME

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

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

5. The extension of time requested.

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

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

5.4 ERRORS, DISCREPANCIES AND OMISSIONS

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

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

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

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

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

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

- 5.5.4** 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 CMAR 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 CMAR 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 CMAR will be allowed by the City except as provided in this Contract, nor will the CMAR 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 CMAR without first obtaining written authorization will be at the CMAR's sole responsibility, cost, and expense, and the CMAR 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, and related Rules and Procedures, the City and Contractor will negotiate in good faith and as expeditiously as possible the appropriate Change Order(s). Upon reaching an agreement, the parties will prepare and execute an appropriate Change Order reflecting the terms of the adjustment. The Change Order may or may not include an adjustment in the Contract Price or Contract Time.
- 5.6.2** All changes in the Work authorized by Change Orders will be performed under the conditions of the Contract Documents. The decision to issue Change Orders rests solely with the City and any decision to issue a Change Order must be promptly complied with by the CMAR, subject to the provisions of Article 5.7. 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 CMAR shall constitute conclusive evidence of the CMAR's agreement to the ordered changes in work, this Contract as thus amended, the Contract Price, and the time for performance by the CMAR. The CMAR, by executing the Change Order, waives and forever releases any claim against the City for any additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed Change Order of which the CMAR knew or should have known.
- 5.6.4** The City may direct the CMAR to perform additional work under the Contract Documents by issuing a Construction Change Directive when time and/or cost of the Work is not in agreement between the City and the CMAR. During the

pendency of a resolution of the price and/or time adjustments between the City and the CMAR, the CMAR may not suspend work and will comply with the Construction Change Directive.

5.7 UNILATERAL DETERMINATION OF CHANGE ORDER VALUE

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

5.8 ADDITIONAL CHANGE ORDER COST REQUIREMENTS

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

5.9 LIMITATION OF COMPENSABLE ITEMS

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

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

5.10 FIELD ORDERS

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

5.11 CONTRACT PRICE ADJUSTMENTS

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

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

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

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

ARTICLE 6 – PROCEDURE FOR PAYMENT

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

6.1 GMP PAYMENT REQUEST

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

1. For equipment and materials properly stored at the Site, the equipment and materials will be protected by suitable insurance and the City will receive the equipment and materials free and clear of all liens and encumbrances.
 2. For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Maricopa County and be accessible for the City's inspection. Title to the materials and equipment will protect the City's interest and will include applicable insurance, bonding, storage and transportation to the Site.
 3. The City will be named as an Additional Insured on all insurance and bonds required for all stored materials or equipment.
- 6.1.4 The CMAR will submit a Payment Request in a format acceptable to the City on a date established by the City and the CMAR. The Payment Request will be submitted to the Contract Administrator as identified in Article 7.3. This submittal will include, at a minimum, a narrative description of the 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 Payments for these services negotiated as a fixed unit price will be made in accordance with actual measured quantities completed during the preceding month as itemized on the Schedule of Values and stated in Exhibit C. Payment for services negotiated as a lump sum will be made in accordance with the percentage of the services completed during the preceding month as itemized on the Schedule of Values in Exhibit C. Those services negotiated, as a not-to-exceed reimbursable sum will be paid in accordance with the actual costs of the service expended during the preceding month. The City will review Payment Requests and make recommendations for approval or denial within seven (7) days after the City's receipt of each properly submitted and accurate Construction Payment Request, but in each case less the total of payments previously made, and less amounts properly withheld as retention under Article 6.3. Payment Requests will be considered approved and certified for payment after seven (7) days unless before that time, the Contract Administrator issues a specific finding setting forth in detail those items in the Request for Payment that are not approved for payment.
- 6.1.6 The CMAR agrees at its own cost and expense, to perform all construction, as called for by this Contract free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in this Contract.
- 6.1.7 The Schedule of Values will be submitted as prescribed in this Contract, and subject to adjustment in accordance to this Contract and will serve as the basis for monthly progress payments made to the CMAR throughout the construction.

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

6.2 PAYMENT OF GMP

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

6.3 RETENTION OF GMP

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

6.4 SUBSTANTIAL COMPLETION

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

remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.5 FINAL ACCEPTANCE

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

6.6 FINAL PAYMENT

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

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

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

6.7 EXTENSION OF TIME FOR FINAL PERFORMANCE

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

MAKE SUCH CLAIM AS REQUIRED IN THIS ARTICLE, ANY CLAIM FOR AN EXTENSION WILL BE WAIVED AND SHALL BE DISMISSED.

6.8 PAYMENTS TO SUBCONTRACTORS OR SUPPLIER

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

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

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

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

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

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

6.9 RECORD KEEPING AND FINANCE CONTROLS

- 6.9.1** Records of the CMAR's direct personnel payroll and reimbursable expenses pertaining to this Project and records of accounts between the City and the CMAR will be kept on a generally recognized accounting basis 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 CMAR, the City, its authorized representative, and the appropriate federal or state agencies, reserve the right to audit the CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders or Contract Modifications. The City of Scottsdale or its authorized representative will have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and will be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale will give the Contractor or Subcontractor reasonable advance notice of intended audits.

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

- 6.9.2** The CMAR will include similar provisions in all of its Contracts with Suppliers, Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and the appropriate Federal and State agencies, have access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.
- 6.9.3** The City reserves the right to decrease Contract Price, GMP or payments, or both, made on this Contract if the above provision is not included in Supplier, Subconsultant and Subcontractor contracts, and one or more Suppliers, Subconsultants or Subcontractors, or both, do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.
- 6.9.4** If an audit discloses overcharges, of any nature, by the CMAR to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the CMAR. Any adjustments or payments, or both, which must be made as a result of any audit or inspection of the CMAR's invoices and records will be made within a reasonable amount of time (not to exceed 90 days) after presentation of the City's findings to the CMAR.
- 6.9.5** This audit provision includes the right to inspect personnel records as required by Section 11.41.
- 6.9.6** City may, at reasonable times, inspect the place of business of the CMAR or its Subcontractor(s) that is related to the performance of this Contract.

ARTICLE 7 – CLAIMS AND DISPUTES

7.0 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF

7.1 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF

- 7.1.1** If either the CMAR or the City believes that it is entitled to relief against the other for any event arising out of or related to the Work, that party will provide written notice to the other party of the basis for its claim for relief. The claims shall set forth in detail all known facts and circumstances supporting the claim; final costs associated with any claim upon which notice has been given must be submitted in writing to the City within thirty (30) days after notice has been received.
- 7.1.2** That notice will, if possible, be made before incurring any cost or expense and in accordance with any specific notice requirements contained in applicable articles of the Contract.
- 7.1.3** Written notice will be given within a reasonable time, not to exceed ten (10) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 7.1.4** Notice must include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of the request. ANY NOTICE OF CLAIM NOT FILED WITH THE CITY WITHIN SUCH TIME AND IN COMPLIANCE WITH THE PRECEEDING PROVISIONS SHALL BE CONSIDERED TO HAVE BEEN WAIVED AND SHALL BE DISMISSED.
- 7.1.5** In the event the CMAR 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 CMAR shall strictly comply with the requirements of this section and such claim shall be made by the CMAR before proceeding to execute any Work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CMAR of any claims for compensation.
- 7.1.6** The CMAR must continue its performance under this contract regardless of the existence of any claims by the CMAR.
- 7.1.7** In a claim by the CMAR against the City for compensation in excess of the Contract Price, any liability of the City to the CMAR shall be strictly limited and computed in accordance with the Contract Documents and shall in no event include indirect costs, such as home office overheads or consequential damages of the CMAR or any estimated costs or damages.

7.2 DISPUTE AVOIDANCE AND RESOLUTION

- 7.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the CMAR and the City each commit to resolving

any disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

- 7.2.2 The CMAR and the City will first attempt to resolve disputes or disagreements at the field level through discussions between the CMAR's Representative(s) and the City's Representative(s) as described in Article 7.3.
- 7.2.3 If a dispute or disagreement cannot be resolved pursuant to Article 7.2.2, upon the request of either party, the parties' Representatives as described in Article 7.3 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 disagreements.
- 7.2.4 Before any meetings between the parties' Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreements. Should the parties' Representatives be unable to resolve the dispute or disagreement, either party may proceed with any legal action authorized by law.
- 7.2.5 In the event the CMAR incurs expenses related to a delay for which the City is responsible pursuant to A.R.S. §34-609(E), as amended, the CMAR 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 CMAR will continue to perform the Work and the City will continue to satisfy its payment obligations to the CMAR pending the final resolution of any dispute or disagreement between the CMAR and the City.

7.3 REPRESENTATIVES OF THE PARTIES

7.3.1 City's Representatives

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

City of Scottsdale
Alison Tymkiw, City Engineer
One Civic Center – Suite 205
7447 East Indian School Road
Scottsdale, AZ 85251
(480) 312-7760

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

City of Scottsdale

Annette Grove, Contract Administrator
Transportation & Infrastructure
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251
(480) 312-2399

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

City of Scottsdale
Scott Turner, Construction Admin Supervisor
Transportation & Infrastructure
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251
(480) 312-7758

7.3.2 CMAR's Representatives

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

Todd Steffan, President, CMAR Representative
CORE Construction, Inc.
13835 N. Northsight Blvd., Suite 100
Scottsdale, AZ 85260
602-494-0800

ARTICLE 8 – SUSPENSION AND TERMINATION

8.0 CITY'S RIGHT TO STOP WORK

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

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

8.1 TERMINATION FOR CONVENIENCE

- 8.1.1 A.** The City reserves the right to terminate this Contract, in whole or in part, or abandon any portion of the Work for which services have not been

performed by the CMAR, at its sole convenience and discretion, upon written notice given pursuant to this Contract.

1. The CMAR will estimate the value of the Work it has completed and submit its appraisal to the City for evaluation. The City will have the right to inspect the Work to appraise the Work completed.
2. The CMAR will receive compensation for services performed to the date of termination as provided in Article 6.5 of this Contract and the fee will be paid in accordance with Article 6.6, and will be an amount mutually agreed upon by the CMAR and the City. If there is no mutual agreement, the final determination will be made in accordance with Article 7.
3. The CMAR will not be entitled to anticipated profit or anticipated overhead, but is entitled to recover apportioned profit and overhead proportional to the amount of the Work completed. In no event will the fee exceed that stated in Article 8.1.4 of this Contract or as may be subsequently amended.
4. The City will make the final payment within sixty (60) days after the CMAR has delivered the last of the partially completed items and the final fee has been agreed upon.
5. If the City terminates this Contract in accordance with the provisions of this Article and proceeds to construct the Project through its employees, agents or third parties, the City's rights to use the work product will be as provided in Article 8.3.

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

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

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

8.1.4 The City will pay CMAR the following:

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

8.1.5 The CMAR will maintain all records and documents for three (3) years after final settlement. These records will be maintained and subject to auditing as prescribed in Article 6.9.

8.2 CANCELLATION FOR CAUSE

The City may also cancel this Contract or any part of it with seven (7) days notice for cause in the event of any default by the CMAR, or if the CMAR fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance despite a reasonable opportunity to cure as judged by the Contract Administrator, and failure to provide the City, upon request, with adequate assurances of future performance will all be causes allowing the City to cancel this Contract for cause. In the event of cancellation for cause, the CMAR will be entitled to amounts due and owing to the CMAR under this Contract for Work performed, but will also be liable to the City for any and all damages available under the Contract sustained by reason of the default that gave rise to the cancellation.

8.3 CITY'S RIGHT TO PERFORM AND CANCEL FOR CAUSE

- 8.3.1** If the CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants or Subcontractors, or both, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as these times may be adjusted, or (vi) perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, has the rights stated in Articles 8.3.3, 8.3.4 and 8.3.5.
- 8.3.2** In the event the CMAR is in violation of any applicable Federal, State, County or City law, regulation or ordinance, the City may cancel this Contract immediately upon giving notice and a reasonable opportunity to cure to the CMAR. In the event the City cancels this Contract or any part of the services, the City will notify the CMAR in writing, and immediately upon receiving notice, the CMAR will discontinue advancing the Work under this Contract and proceed to close all operations.
- 8.3.3** If the City provides the CMAR with a written order to correct deficiencies, to provide adequate maintenance of traffic, adequate cleanup, adequate dust control, or to repair damage resulting from adverse weather conditions, and the CMAR fails to comply within the time frame specified,

the City may have work accomplished by other sources at the CMAR's sole expense without an increase in the Contract Price or GMP.

- 8.3.4 Upon the occurrence of an event as stated in Article 8.3, the City may provide written notice to the CMAR that it intends to cancel the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of the CMAR's receipt of notice.
- 8.3.5 If the CMAR fails to cure, or undertake reasonable efforts to cure the problem, then the City may give a second written notice to the CMAR of its intent to cancel within an additional seven (7) day period.
- 8.3.6 If the CMAR, 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 canceled for cause by providing written notice to the CMAR of this declaration.
- 8.3.7 Upon declaring the Contract canceled in accordance with Article 8.3.6, the City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items, which have been purchased or provided for the performance of the Work, all of which the CMAR 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.
- 8.3.8 Upon cancellation or abandonment, the CMAR will deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be the City's sole responsibility.
- 8.3.9 The CMAR will appraise the Work it has completed and submit its appraisal to the City for evaluation.
- 8.3.10 If through any cause, the CMAR fails to fulfill in a timely and proper manner its obligations under this Contract, or if the CMAR violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the CMAR for the purpose of setoff until such time as the exact amount of damages due the City from the CMAR is determined by a court of competent jurisdiction.
- 8.3.11 In the event of cancellation for cause, the CMAR will not be entitled to receive any further payments under the Contract Documents until the Work is finally completed in accordance with the Contract Documents. At that time, the CMAR will only be entitled to be paid for Work performed and accepted by the City before its default.
- 8.3.12 If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the CMAR will be obligated to pay the difference to the City. These costs and expense will include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the procurement and defense of claims arising from the CMAR's default.

- 8.3.13 If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of Article 8.1.

ARTICLE 9 – INSURANCE AND BONDS

9.0 INSURANCE REQUIREMENTS

9.1 INSURANCE REQUIREMENTS

- 9.1.1 At the same time as execution of this Contract, the CMAR will furnish the City of Scottsdale a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona or one that is named on the List of Qualified Unauthorized Insurers maintained by the Arizona Department of Insurance.
- 9.1.2 The CMAR, Subcontractors and Subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the Work by the CMAR, his agents, representatives, employees, or Subcontractors.
- 9.1.3 The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- 9.1.4 The City in no way warrants that the minimum limits contained in this Contract are sufficient to protect the CMAR from liabilities that might arise out of the performance of the Contract services under this Contract by the CMAR, his agents, representatives, employees, Subcontractors or Subconsultants and the CMAR is free to purchase any additional insurance as may be determined necessary. The City will not pay for higher limits, but if the CMAR pays for insurance with higher limits, the CMAR 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 CMAR is solely responsible for any deductible or self-insured retention amount. The City, at its option, may require the CMAR 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 CMAR 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

CMAR must maintain "occurrence" form Commercial General Liability Insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 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 Vehicle

Combined Single Limit Per Accident	\$1,000,000
For Bodily Injury and Property Damage	

CMAR must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CMAR owned, hired, and non-owned vehicles assigned to or used in the performance of the CMAR's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

9.2.3 Workers Compensation and Employers Liability

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

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

engaged in the performance of work or services under this Contract and must also maintain Employers' Liability insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The insurer must agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by the CMAR for the City.

9.2.4 Coverage Term and Required Endorsements

1. For all insurance policies required under this Contract, except for Contractors Professional Liability insurance, the City of Scottsdale, 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 CMAR including the City's general supervision of CMAR; products and completed operations of CMAR; and automobiles owned, leased, hired, or borrowed by CMAR.
2. For all insurance policies required under this Contract, the City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CMAR even if those limits of liability are in excess of those required by this Contract.
3. For all insurance policies required under this Contract, the CMAR's insurance coverage, 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 CMAR 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 CMAR for the City.
7. For all insurance policies required under this Contract, if the CMAR receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be CMAR's responsibility to provide prompt notice to the Contract Administrator for the City, unless such coverage is immediately replaced with similar policies.
8. The CMAR, 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 CMAR 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.

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 CMAR must carry Contractors Professional Liability insurance to cover the residual, contingent, and passive design exposures of the CMAR.

9.3.2 Contractors Professional Limits of Liability. The CMAR 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 CMAR, 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 CMAR, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 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 CMAR as determined necessary by the City prior to the start of construction.

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

Builders' Risk-Installation insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk-Installation insurance must provide coverage from the time any covered property comes under the CMAR's control and or responsibility, and continue without interruption during course of

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

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

The CMAR will be responsible for any and all deductibles and the City must also be named as a Loss Payee under these policies. The CMAR's insurance must be primary and not contributory; and waive all rights of subrogation against the City of Scottsdale, its officer, officials and employees. CMAR's insurance must name the City of Scottsdale, the CMAR and all tiers of Subcontractors as insureds as respects their insurable interest at the time of loss. It must contain a provision that this insurance will not be canceled or materially altered without at least thirty (30) days advance notice to the City. The CMAR 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 SUBCONSULTANT'S AND SUBCONTRACTOR'S INSURANCE. Unless the CMAR's Subconsultants and Subcontractors can provide the same level of coverage as detailed in Article 9 and name the City and the CMAR as Additional Insureds, the CMAR's certificates must include all Subcontractors and Subconsultants as insureds under its policies or the CMAR must maintain separate certificates and endorsements for each Subcontractor and Subconsultant. All coverages for Subcontractors and Subconsultants must be in the amounts shown in Article 9.2. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least thirty (30) days advance notice to the City.

9.5 NOTICE OF CANCELLATION. If the CMAR receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the CMAR's responsibility to provide prompt notice to the City's Contract Administrator, 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 until thirty (30) days written notice has first been given in accordance with Article 11.24, herein.

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

9.7 VERIFICATION OF COVERAGE

9.7.1 The CMAR must furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. 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 at or before the earlier of commencement of Work under the Contract Documents or the signing of this Contract except for Builders' Risk Insurance which must be in effect before commencement of Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

9.7.3 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. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of CMAR'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 modification or variation from the insurance requirements in this Contract must be approved by the Risk Management Division, whose decision is final. This action will not require a formal contract amendment, but may be made by administrative action.

9.9 BONDS AND OTHER PERFORMANCE SECURITY

9.9.1 Before execution of this Contract, the CMAR must provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP. Bonds must be submitted in accordance with Title 34, Chapter 6 of the Arizona Revised Statutes and will be in substantially the same form as Exhibit D and Exhibit E 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 one Power of Attorney is submitted, it must be for twice the total GMP amount.

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

9.9.5 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 CMAR 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 CMAR'S GENERAL INDEMNIFICATION. To the fullest extent permitted by law, upon the assertion of a claim, the CMAR, its successors, assigns and guarantors, must defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, investigation and litigation, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, related to, arising from or out of, or resulting from any act, omission, negligence, recklessness, or intentional wrongful conduct by the CMAR or any of its owners, officers, directors, agents, or employees performing work or services under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages by any of the CMAR employees. This indemnity includes any claim or amount arising out of, or recovered under, the Worker's Compensation Law or arising out of the failure of the CMAR to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. . The CMAR will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the CMAR agrees to waive all rights of subrogation against the City, its officers, agents, representatives, directors, officials, and employees for losses arising from the work performed by the CMAR for the City.

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

10.1 INTELLECTUAL PROPERTY

- 10.1.1** The CMAR must pay all royalties and license fees associated with its performance of services.
- 10.1.2** To the extent permitted by law, CMAR 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 CMAR must defend any action or proceeding brought against the City based on any claim that the Work, or any part of it, or the operation or use of the Work or any part of it, constitutes infringement of any United States patent or copyright, now or subsequently issued. The City will give prompt written notice to the CMAR of any action or proceeding and will reasonably provide authority, information and assistance in the defense of the action. The CMAR will indemnify and hold harmless the City from and against all damages, expenses, losses, royalties, profits and costs, including but not limited to attorneys' fees and expenses awarded against the City or the CMAR in any action or proceeding. The CMAR agrees to keep the City informed of all developments in the defense of these actions. The City may be represented by and actively participate through its own counsel in any suit or proceedings if it so desires.
- 10.1.4** 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 CMAR must at its sole expense take reasonable steps to procure the right to operate or use the Work. If the CMAR cannot procure the right within a reasonable time, the CMAR must promptly, at the CMAR's option and at the CMAR's expense, (i) modify the Work so as to avoid infringement of any patent or copyright or (ii) replace the Work with Work that does not infringe or violate any patent or copyright.
- 10.1.5** 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 CMAR to the City or (ii) arising from modifications to the Work by the City or its agents after acceptance of the Work, or (iii) relating to the copyrights of any specification, drawings, or any Design Documents provided by the City, the Design Professional, any consultant retained by the City, or by a Subcontractor or Supplier.
- 10.1.6** 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

- 11.0 MARSHALING AREA.** The CMAR is advised to contact the City of Scottsdale Development Services to determine the requirements for obtaining a permit for marshaling areas it proposes to use. Marshaling areas must be fenced. The CMAR must obtain

written approval from the property owner for marshaling area use. This approval must contain any requirements which are a condition of this approval. Marshaling yard requirements according to M.A.G. Subsection 107.6.1 and the City of Scottsdale Supplemental Specifications will apply.

11.1 CONTRACT DOCUMENTS

11.1.1 Contract Documents are as defined in Article 12.

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

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

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

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

11.1.6 Work Product

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

Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CMAR.

- 11.2 **MODIFICATIONS.** The Contract Documents may not be changed, altered, or amended in any way except as consistent with the City of Scottsdale Procurement Code, as amended.
- 11.3 **TIME IS OF THE ESSENCE.** The City and the CMAR mutually agree that time is of the essence with respect to the dates and times contained in the Contract Documents.
- 11.4 **MUTUAL OBLIGATIONS.** The City and the CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.
- 11.5 **COOPERATION AND FURTHER DOCUMENTATION.** The CMAR agrees to provide the documents, as the City will reasonably request to implement the intent of the Contract Documents.
- 11.6 **ASSIGNMENT.** Neither the CMAR nor the City will, without the written consent of the other assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents.
- 11.7 **FORCE MAJEURE.** 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.
- 11.8 **FUNDS APPROPRIATION.** If the City Council does not appropriate funds to continue this Contract and pay for Contract charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the CMAR at least thirty (30) days before the end of its current fiscal period and will pay the CMAR for all approved charges incurred through the end of the period.
- 11.9 **COMPLETENESS AND ACCURACY OF CMAR'S WORK.** The CMAR 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 CMAR shall maintain all applicable licenses and permits. The fact that the City has accepted or approved the CMAR's Work or Deliverables will in no way relieve the CMAR 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.

- 11.10 UTILITY RELOCATIONS FOR CONSTRUCTION METHODS.** If any utility is relocated or rebuilt to accommodate the CMAR's construction methods and available equipment, the expense will be borne by the CMAR and will be replaced to the original location before completion of the Project at the request of the City, at the CMAR's sole expense, without an increase in the Contract Price or GMP.
- 11.11 DAMAGED UTILITIES DURING CONSTRUCTION.** Any utilities damaged during construction will be replaced at the CMAR's sole expense, without an increase in the Contract Price or GMP, as required by the M.A.G. Standard Specifications.
- 11.12 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 CMAR, 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 CMAR and not for the benefit of any other or third party.
- 11.13 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. .
- 11.14 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 CMAR shall, within ten (10) days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s).
- 11.15 LEGAL REQUIREMENTS.** The CMAR will perform all Work in accordance with all Legal Requirements and will provide all notices applicable to the Work as required by the Legal Requirements.
- 11.16 INDEPENDENT CONTRACTOR.** The services the CMAR provides to the City are that of an Independent the CMAR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract. Upon request, the CMAR 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 CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CMAR 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.
- 11.17 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.

- 11.18 SURVIVAL.** Except as expressly agreed herein, all warranties, representations and indemnifications by the CMAR shall survive the completion, expiration, and/or termination of this Contract.
- 11.19 COVENANTS AGAINST CONTINGENT FEES.** The CMAR warrants that no person other than a bona fide employee working solely for the CMAR has been employed or retained to solicit or secure this Contract or any Contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this covenant, the City will have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, together with costs and attorney's fees.
- 11.20 SUCCESSORS AND ASSIGNS.** This Contract will extend to and be binding upon the CMAR, its successors and assigns, including any individual, company, partnership, or other entity with or into which the CMAR will merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the CMAR 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..
- 11.21 ATTORNEY'S FEES.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party will be entitled to receive from the other party an award of reasonable attorneys' fees and reasonable costs and expenses.
- 11.22 HEADINGS.** The headings used in this Contract, or any other Contract Documents, are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.
- 11.23 NO WAIVER.** 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.
- 11.24 NOTICE.** All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section. Notice by electronic mail or facsimile will not be considered notice.

To City:	Annette Grove, Contract Administrator City of Scottsdale Transportation & Infrastructure 7447 E. Indian School Road, Suite 205
-----------------	---

	Scottsdale, Arizona 85251
To CMAR:	Todd Steffan, President or designee CORE Construction, Inc. 13835 N. Northsight Blvd., Suite 100 Scottsdale, Arizona 85260

11.25 ADDITIONAL CITY RIGHTS REGARDING SECURITY INQUIRIES. Projects may be completed in both secure and non-secure City facilities. All the CMAR 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 CMAR 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 CMAR's employees or prospective employees; and, (4) object, at any time and for any reason, to an employee of the CMAR performing Work (including supervision and oversight) under this Contract.

11.25.1 Provisions Applicable to all Contractor Contracts and Subcontracts. The CMAR will include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight.

11.25.2 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 CMAR may, at the City's sole option and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Contract. Termination will subject the CMAR to liability for its breach of contract.

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

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

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

11.26.3 An extension of Contract Time may be granted in accordance with Article 5.

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

- 11.26.5** Despite the provisions of this Article 11.26, the City is not responsible for Hazardous Conditions introduced to the Site by the CMAR, Subcontractors or anyone for whose acts they may be liable. The CMAR will indemnify, defend and hold harmless the City and the City's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by the CMAR, Subcontractors or anyone for whose acts they may be liable.

11.27 TRAFFIC CONTROL

- 11.27.1** 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.
- 11.27.2** Adequate barricades and lighted warning signs must be installed and maintained by the CMAR throughout the duration of the Project. All traffic control must be in accordance with the City of Phoenix Traffic Control Manual or the approved barricade plan unless otherwise specified in the Special Provisions.
- 11.27.3** The CMAR 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 CMAR or ask for additional information.
- 11.27.4** The CMAR will comply with all provisions of the City of Phoenix Traffic Barricade Manual and any other traffic control provisions as may be provided in the technical specifications or in the approved barricade plan.
- 11.27.5** The CMAR must insure that placement and maintenance of all temporary traffic control adheres to the City's Barricade Ordinance. Violations of the Ordinance are subject to fines set forth in the Ordinance.

11.28 EXISTING WORK OCCURRING NEAR TRAFFIC SIGNAL EQUIPMENT

The CMAR will use due care when excavating at or near intersections where traffic signal underground conduit is located. The CMAR will notify the Transportation Maintenance Traffic Signal Division (tel. 480.312.5620) forty-eight (48) hours in advance, of any work at the intersections. The CMAR will be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the 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 CMAR in identifying wiring phases and direction of conduit runs upon twenty-four (24) hours notice from the CMAR and at least one (1) day before the CMAR's scheduled wiring and installation of temporary cables. The CMAR will be responsible for the wiring and connection of all

temporary cable within the pull boxes and terminal compartments. The Traffic Signals Supervisor will provide a City Traffic Signal Technician to assist the CMAR with connecting field wiring within the traffic signal control cabinet. The CMAR will provide, at 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 CMAR will be responsible as specified by the Streets Department for the repair and restoration of all traffic signal overhead and underground items that have been damaged or modified. Intersections with communications or CCTV cameras will be restored to full functionality within 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.

11.29 TEMPORARY TRAFFIC SIGNALS

The CMAR will provide and install temporary traffic signals if at any time during construction the alignment of the traffic lanes is such that two traffic signal indications for any movement are not within a 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 CMAR 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 CMAR may obtain approval from the Construction Coordinator to utilize a uniformed Police Officer to direct traffic through the intersection when the above criteria are not met. The Construction Coordinator shall be responsible for notifying the City of Scottsdale Intelligent Transportation Systems (ITS) division of any and all changes that will have an effect on the normal flow of traffic operation. (See TMC note above)

11.30 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 CMAR 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 CMAR will be responsible for the ongoing operation of the detection equipment, which may require redeployment of detection zones as traffic barricading and lane use changes require.

11.31 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 CMAR furnished

material source and supplemental Contracts in regards to environmental analysis and the liability for materials testing costs.

11.31.1 A CMAR and Subcontractor furnished source will be defined as a material source, which is neither an A.D.O.T. furnished source nor a commercial source, as defined in this Contract.

11.31.2 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.

11.31.3 The CMAR and Subcontractor furnished material sources situated in the 100-year flood plain of any stream or watercourse, and located within 1.0 mile upstream and 2.0 miles downstream of any highway structure or surfaced roadway crossing will not be allowed.

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

11.32 NATIVE PLANTS. The CMAR 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.

11.33 ENDANGERED HARDWOODS. The CMAR 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.

11.34 CONSTRUCTION ACTIVITY. The CMAR 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.

11.35 DATA CONFIDENTIALITY

11.35.1 As used in this Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and

any other similar documents or information prepared by or obtained by the CMAR in the performance of this Contract.

- 11.35.2** The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR in connection with the CMAR's performance of this Contract is confidential and proprietary information belonging to the City.
- 11.35.3** Except for Subcontractors, Material and Equipment Suppliers, Consultants or other like parties necessary to complete the Work or as required by the City, the CMAR will not divulge data to any third party without first obtaining the written consent of the City. The CMAR will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided the CMAR has first given the required notice to the City:
1. Data, which is or becomes publicly available other than as a result of a violation of this Contract;
 2. Data, which was in the CMAR's possession legally and without restrictions before its performance under this Contract, unless the data was acquired in connection with the Work performed for the City;
 3. Data, which was acquired by the CMAR in its performance under this Contract and which was disclosed to the CMAR by a third party, who to the best of the CMAR's knowledge and belief, had the legal right to make any disclosure and the CMAR is not otherwise required to hold the data in confidence; or
 4. Data, which is required to be disclosed by virtue of law, regulation, or court order to which the CMAR is subject.
- 11.35.4** In the event the CMAR is required or requested to disclose data to a third party, or any other information to which the CMAR became privy as a result of any other contract with the City, the CMAR will first notify the City as required in this Article of the request or demand for the data. The CMAR will give the City sufficient facts so that the City can be given an opportunity to first give its consent or take the action that the City may consider appropriate to protect the data or other information from disclosure.
- 11.35.5** The CMAR, unless prohibited by law, shall promptly deliver, as stated in this Article a copy of all data in its possession and control to the City. All data will continue to be subject to the confidentiality requirements of this Contract.
- 11.35.6** The CMAR assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Article are violated by the CMAR, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Article will cause irreparable harm that justifies injunctive relief in court.

11.36 TAXES AND INDEMNIFICATION

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

11.37 CONFLICT OF INTEREST

11.37.1 To evaluate and avoid potential conflicts of interest, the CMAR will provide written notice to the City, as stated in this Article, of any Work or services performed by the CMAR for third parties that may involve or be associated with any real property or personal property owned or leased by the City. This notice will be given seven (7) business days before the start of the Project by the CMAR 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 identified in Article 7.3.

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

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

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

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

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

11.38 COMMENCEMENT OF STATUTORY LIMITATION PERIOD AND STATUTE OF REPOSE

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

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

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

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

11.39 NO BOYCOTT OF ISRAEL

By executing this contract, the CMAR 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.

11.40 FORCED LABOR PROVISIONS

Pursuant to A.R.S. § 35-394, as amended, the CMAR 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 CMAR becomes aware during the term of this Contract that the CMAR is not in compliance with this Article, the CMAR shall notify the City within five (5) business days after becoming aware of the noncompliance. Failure of the CMAR to provide a written certification that the CMAR 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.

11.41 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

11.41.1 The CMAR will familiarize itself with the nature and extent of the Contract Documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. The CMAR 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.

11.41.2 The CMAR 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 CMAR's labor and employment practices. The CMAR agrees to comply with these laws in performing this Contract and to permit the City to verify compliance. The CMAR further agrees that any violation of provision on the part of the CMAR, its employees, agents or assigns will constitute a material breach of this Contract.

The CMAR 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 CMAR will include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight.

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

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

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

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

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

establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A), 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 CMAR 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 CMAR will take appropriate steps to assure that all Subcontractors comply with the requirements of the E-Verify Program. The CMAR's failure to assure compliance by all its Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

11.41.3 Compliance with Americans with Disabilities Act. The CMAR 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 CMAR will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The CMAR agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this provision on the part of the CMAR, its employees, agents or assigns will constitute a material breach of this Contract.

11.41.4 Equal Employment Opportunity and Discrimination. For the duration of this Contract, the CMAR 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 CMAR agrees that any violation of provision on the part of the CMAR, its employees, agents or assigns will constitute a material breach of this Contract.

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

11.41.5 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 CMAR 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.

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

ARTICLE 12 – DEFINITIONS

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

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

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

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

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

"Change Order" – A written order signed by an authorized representative of the City and CMAR and which approves changes in the total compensation or time allowed for completion of services consistent with the City of Scottsdale Procurement Code, as amended.

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

"City's Project Contingency" is an allowance established solely by the City to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes or unforeseen site conditions. The City's Project Contingency will be added to the GMP amount provided by the CMAR, the sum of which will be the full contract price for construction. Taxes will be applied by the CMAR at the time that the City's Project Contingency is used. Any CMAR Construction Fee on changes using the City's Project Contingency will be determined under Article 5.

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

CMAR ("Construction Manager at Risk") means a project delivery method in which:

- (a) There is a separate contract for design services with one or more Design Professional and a separate contract for construction services, except that instead of a single contract for construction services, the City may elect separate contracts for preconstruction services during the preconstruction phase, for construction during the construction phase and for any other construction services.
- (b) The contract for preconstruction services may be entered into at the same time as the contract for design services with the Design Professional or at a later time.
- (c) 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.
- (d) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

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

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

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

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

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

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

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

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

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

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

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

"Cost of the Work (Direct Costs)" means the direct costs necessarily incurred by the CMAR in the proper performance of the Work as described in Article 4.

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

"Delay" means an unanticipated event or interference with the progress of a critical path work activity being performed at the time that causes the completion date of the Project to be extended. Delays may be caused by the City, the CMAR, third parties or Force Majeure events. Delays may be excusable, compensable, non-compensable or concurrent.

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

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

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

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

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

"Design Team" or "Design Professional" refers to licensed design professionals that have been selected to work on the Project by the City. The Design Team is led by Steven Fucello, Fucello Architects, a licensed Architect.

"Design Phase Services" or "Preconstruction Services" or "Preconstruction Agreement" means the contract entered into between the CMAR and the City, as referenced in Article 1.3.1 of this Contract, in accordance with A.R.S. §34-603(C)(1)(c) that may include the following services: design review, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, GMP preparation, and Subcontractor bid phase services. Wherever a conflict exists between this Contract and the Preconstruction Agreement, the terms of this Contract will control.

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

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

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

"Field Order" means a written field directive prepared by the City pursuant to Article 5.10, directing a change in Work that does not include an adjustment in contract price or contract time.

"Final Acceptance" means the completion of all the Work as prescribed in Article 6.5.

"General Conditions" are negotiated indirect costs of the Work necessarily incurred by the CMAR as defined in Article 4.

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

"Guaranteed Maximum Price" or "GMP" means the sum of the maximum price of the Work as given in the GMP proposal; the CMAR's Direct Costs including the Subcontractor Costs of Work and the CMAR's Cost of Work, the CMAR Indirect Costs including the CMAR's Construction Fee; General Conditions, Taxes, Payment and Performance Bonds, Insurance Costs, and City's Project Contingency as more fully described Article 4.

"Guaranteed Maximum Price (GMP) Proposal" - The offer or proposal of the CMAR submitted on the prescribed form stating the GMP prices for the entire Work (which includes Cost of the Work, General Conditions, Taxes, Bonds, Insurance) or portions of the Work to be performed during the construction phase.

"Hazardous Substance" - means:

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

"Indirect Costs" are the General Conditions, Payment and Performance Bonds, Insurance, Taxes, and Permitting and Licensing Fees as described in Article 4.

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

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

"Liquidated Damages" means an amount the CMAR will pay as required in Article 3.

"Must" as used in this Contract is mandatory.

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

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

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

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

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

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

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

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

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

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

"Samples" means physical examples that illustrate materials, equipment, or workmanship representative of a part of the construction phase Work and which establish the standards by which that portion of the construction phase Work will be judged..

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

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

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

"Site" means the land or premises on which the Project is located generally described as the approximately 27,000 square feet of land generally located at 1901 N. Miller Road, Scottsdale, AZ. The CMAR 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" means any person or entity retained by the CMAR as an independent contractor to perform a portion of the Work and must include material men and Suppliers. All Subcontractors must be selected in accordance with the selection plan stated in Article 1.13.

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

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

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

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

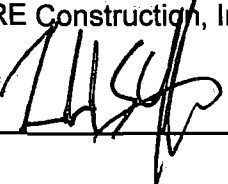
CITY OF SCOTTSDALE,
an Arizona municipal corporation

ATTEST:

By: _____
Lisa Borowsky, Mayor

By: _____
Ben Lane, City Clerk

CONSTRUCTION MANAGER AT RISK:
CORE Construction, Inc., an Arizona corporation

By: _____


Print Name & Title: Todd Steffen, President

RECOMMENDED:

By: _____
Annette Grove, 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**

Site improvements include grading of the site, relocation of an existing sewer, power and communications serving the park restroom, demolition of existing landscaping and relocation of the existing irrigation system on the site.

Building improvements include construction of an approximate 6,500 SF ambulance annex building consisting of three ambulance bays, storage, five bunk rooms, captains' office, mini-kitchen, laundry, two restroom/shower rooms, dining area, day room, mechanical yard, drainage improvements, site lighting, and exterior landscaping and irrigation.

Infrastructure improvements include new water and sewer connections and storm drainage improvements.

**EXHIBIT B
PRECONSTRUCTION AGREEMENT**

PRECONSTRUCTION PHASE SERVICES CONTRACT

2026-005-COS

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

**[HTTPS://ESERVICES.SCOTTSDALEAZ.GOV/CITYCLERK/DOCUMENTVIEWER/SHOW/842
4AD0D-70FF-4F8D-B1BF-920EDED24CB1](https://eservices.scottsdaleaz.gov/cityclerk/documentviewer/show/8424AD0D-70FF-4F8D-B1BF-920EDED24CB1)**

EXHIBIT C

Date: 02/23/26

GMP SUMMARY			AMOUNT
	COST OF THE WORK - DIRECT COSTS	AMOUNT	
A	Sub-Contractors' Cost of the Work (Labor, Materials, Equipment, Warranty, Insurance, Profit)	\$5,256,425	
B	CMAR Self-Performed Cost of the Work (Labor, Materials, Equipment, Warranty)	\$0	
C	Total Cost of the Work (A+B)		\$5,256,425
	INDIRECT COSTS	AMOUNT	
D	General Conditions (Negotiated Amount)	\$661,632	
E	Total Cost of the Work + General Conditions Fee (C+D)		\$5,918,057
F	Payment and Performance Bonds (On Cost of the Work + General Conditions Fee)	\$73,573	
G	Insurance (Additional CMAR's Insurance not provided in the Total Cost of the Work)	\$176,253	
H	Subtotal Direct + Indirect Costs (E+F+G)		\$6,167,883
I	CMAR Construction Fee (Negotiated Fixed Fee)	\$367,867	
J	Taxable Project Subtotal (H+I)		\$6,535,750
K	Taxes (Actual Reimbursable limited by Not to Exceed)	\$353,131	
L	Project Subtotal (J+K)		\$6,888,881
M	CITY'S PROJECT CONTINGENCY (As determined by the City)		\$213,059
N	TOTAL GMP (Not to Exceed) (L+M)		\$7,101,940

Exhibit C.1 - Schedule of Values (SOVs)



City of Scottsdale - Fire Station 601
Ambulance Annex
GMP 1&2 Combined, 02/23/26
LOCATION: Scottsdale, AZ 85257
ARCHITECT: Fucello Architects

#	Description	Base Price
GENERAL REQUIREMENTS		
GR1	General Requirements	\$62,151
MT	Material Testing (BY OWNER)	\$58,008
FC	Final Clean	\$0
		\$4,143
DEMOLITION/ OFF-SITE INFRASTRUCTURE		
1	Demolition	\$9,600
		\$9,600
SITE WORK (ROUGH)		
6	Surveying/Staking	\$432,337
7	Earthwork & Paving	\$13,211
8	Site Utilities	\$201,444
9	Drywells	\$231,210
11	Soil Treatment	\$45,350
		\$822
SITE WORK (FINISH)		
14	Site Signage & Striping	\$214,318
15	Landscaping & Irrigation	\$3,707
18	Fencing & Gates	\$18,850
19	Site Concrete	\$160,740
20	Site Masonry	\$438,500
21	Flagpole (NOT IN CONTRACT)	\$94,501
24	Site Furnishings (NOT IN CONTRACT)	\$0
		\$0
STRUCTURE		
27	Building Concrete	\$376,331
28	Structural Masonry	\$166,383
30	Steel Package	\$406,376
33	Rough Carpentry	\$281,300
		\$24,892
ENCLOSURE		
37	Damproofing / Waterproofing / Air Barrier	\$13,119
38	Insulation	\$9,385
40	Glass & Glazing	\$15,897
41	Metal Wall Panels (SEE LINE #49)	\$92,275
44	Fire Stopping & Joint Sealants	\$0
46	Louvers & Vents (SEE LINE #99)	\$8,481
47	Membrane Roofing	\$0
49	Metal Roofing/Wall Panels/Perf. Screens	\$10,000
		\$447,101
INTERIOR FINISHES		
55	Finished Carpentry & Millwork	\$572,311
56	HM Frames, Doors, & Hardware	\$58,500
57	Overhead Coiling Doors	\$54,435
58	Access Doors & Frames	\$258,004
59	Metal Studs & Drywall Package	\$2,959
60	FRP	\$185,325
61	Painting	\$5,075
62	Acoustical Ceilings	\$55,900
64	Tile Package	\$26,159
65	Flooring Package	\$13,155
66	Concrete Sealing, Grinding & Polishing	\$1,662
		\$32,440
SPECIALTIES		
72	Window Shades & Curtains	\$17,531
73	Signage Package	\$10,790
75	Toilet Partitions & Accessories	\$9,084
77	Wall Protection & Corner Guards	\$5,825
78	Fire Extinguishers & Cabinets	\$1,277
79	Lockers	\$1,874
		\$12,681
EQUIPMENT		
86	Residential Appliances	\$1,243
92	FF&E (BY OWNER)	\$16,243
		\$0
MEP SYSTEMS		
97	Fire Sprinkler Systems	\$16,571
98	Plumbing Systems	\$35,000
99	HVAC Systems	\$266,328
100	HVAC Controls	\$515,780
101	Test & Balance	\$64,724
102	Electrical Systems	\$15,435
103	Fire Alarm Systems	\$667,177
104	Generator (SEE LINE #102)	\$25,077
105	Photovoltaics (NOT IN CONTRACT)	\$0
106	Radio Repeaters System (NOT IN CONTRACT)	\$0
107	HVAC Commissioning (SEE LINE #101)	\$0
SPECIAL SYSTEMS		
109	Structured Cabling Systems (BY OWNER)	\$0
110	Security/Access Control Systems (BY OWNER)	\$0
111	Audio Visual Systems (BY OWNER)	\$0
115	Dispatch Alerting System (BY OWNER)	\$0
CONTINGENCIES & ALLOWANCES		
2.50%	Construction Contingency	\$443,500
0.0%	Design Contingency	\$177,549
3.00%	Owner Contingency	\$0
0.0%	Escalation Contingency	\$213,058
AL1	Electrical Feeder Relocation	\$0
AL2	Modifications to City building for Job Office	\$45,000
AL3	Additional Perimeter Fencing & Gates at Existing FS 601	\$10,000
		\$0
Subtotal		\$5,527,491
GENERAL CONDITIONS		SUB TOTAL
INCLUDED General Conditions		\$603,626
Subtotal (with General Conditions)		\$6,131,117
Subtotal (with GC's & Insurance)		\$6,380,943
Subtotal (with GC's, Insurance, & Tax)		\$6,734,074
Subtotal (GC's, Insurance, Tax, & Fee)		\$7,101,940
Guaranteed Maximum Price		\$7,101,940



The Basis of GMP is a written explanation clarifying the scope, assumptions and exclusions used in establishing the GMP dated February 23, 2026.

All costs are based on CORE's incorporation of the scope shown on December 12, 2025, GMP set of documents, Addendum 1 dated January 5, 2026, (as per Exhibit C.3 – Enumeration of Documents) and the scope clarifications below.

ASSUMPTIONS, CLARIFICATIONS, & EXCLUSIONS

Schedule

- As per Exhibit C.4 – Milestone Project Schedule.

Contingency

- CMAR's Construction Contingency of 2.5 % (\$177,548 direct cost) is included in this GMP – CMAR's Construction Contingency is intended to be used at CORE's discretion to cover costs that have not been identified as a trade specific scope on the GMP set of documents and may require further clarification or coordination. These costs may include scope gap, coordination issues between trades, and missed scope during the subcontractor bidding process. CMAR's Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect.
- Design Contingency is NOT included in this GMP – Design contingency is intended to be used at the Owner's discretion to cover unforeseen conditions, design revisions, or additional scope requests made by the Owner and/or Design Team.
- Owner Contingency of 3% (\$213,058 direct cost) is included in this GMP – Owner contingency is intended to be used at the Owner's discretion to cover unforeseen conditions, design revisions, or additional scope requests made by the Owner and/or Design Team.
- Escalation Contingency is NOT included in this GMP.

Allowances

- "Allowances" are considered to be an allotted sum of money included for a particular system or scope of work for which sufficient detail is not available to determine a definitive cost. A reasonable estimate for an assumed scope and quality is included as a placeholder. The Owner receives the savings for any amount under the allocation and is responsible for any amount over the allocation. We have included the "Allowances" listed below:

1. Electrical Feeder Relocation Allowance – \$45,000 (direct cost)
 - a) This allowance is included on the Schedule of Values below Contingencies & Allowances to account for the cost of relocation of primary power feeders outside the building pad, including conduit, boxes, and a transformer pad. Final routing, design, and requirements from SRP will be reconciled upon receipt of final SRP requirements.





2. Modifications to City Building for Job Office – \$10,000 (direct cost)

- a) This allowance is included on the Schedule of Values below Contingencies & Allowances to account for the cost of updating the city building for the potential use of CORE job office during construction.

Alternates

- None Included.

General Assumptions

- This GMP is valid for 15 days.
- Any cost savings from approved value engineering after executed GMP will be added to the CMAR's Construction Contingency.
- CORE has not included any costs for building permit, mechanical/electrical/plumbing permits. We have included a Dust permit.
- We assume normal working hours.
- Any increased costs associated with tariffs promulgated after the Contract execution date are not included. The Contractor will assist the Owner with sourcing alternative materials not affected by the tariff, but in the event that the Owner chooses to retain the originally selected material, or there is not another material option available that does not affect the original GMP Price, and/or project schedule, then the Contractor is entitled to a Change Order for the additional cost and time associated with the enactment of the applicable tariffs.
- This GMP includes all costs related to warranty as required in the contract.
- This GMP is considered a Lump Sum, not line-item GMP.
- We acknowledge the following Preliminary Geotechnical Report issued by Speedie and Associates:
 - Geotechnical Report Preliminary Letter 252165SA dated November 11th, 2025.
- We have accounted for changes and clarifications provided in Addendum #1, dated January 5, 2026.
- Normal shrinkage cracking of the slab is expected and shall not be cause for removal or replacement of structurally sound slabs.
- CORE does not recommend or endorse any specific topical vapor moisture barriers, on new slabs, as they have proven to promote Alkaline Silica Reaction (ASR). In addition, CORE does not recommend installation of an under-slab vapor barrier at areas where polished or sealed concrete will be the finished product. It is our experience that using an under-slab vapor barrier will contribute to slab curling which will affect the final appearance on concrete grinding, especially for "salt-and-pepper" light aggregate exposure finish.
- CORE has included slab-on-grade concrete with a higher Water/Cement (W/C) ratio and omitted vapor barrier wherever floor coverings are not included. All W/C ratios for non-structural slab-on-grades will be reviewed, evaluated, and subject to modification by CORE. This would include all polished and sealed concrete areas.
- CORE has not included any existing relocation or new off-site street lighting, Fire Department crossing lighting, or other off-site improvements.





- The following agreed to hourly rates will be used to determine and define "Actual Costs". The agreed to rates includes all normal and customary payroll paid by the Contractor plus all fringe benefits, taxes, and insurances.

	<u>Standard Rate</u>	<u>Overtime Rate</u>
PreConstruction:		
Director of PreConstruction	\$216	-
Sr. Preconstruction Manager	\$162	-
PreConstruction Manager	\$151	-
Asst. PreConstruction Manager	\$114	-
PreConstruction Coordinator	\$91	-
Project Management:		
Project Director	\$185	-
Sr. Project Manager	\$162	-
Project Manager	\$151	-
Asst. Project Manager	\$114	-
Project Engineer	\$100	-
Scheduler	\$126	-
Virtual Construction Director	\$138	-
Virtual Construction Manager	\$112	-
Construction Coordinator	\$91	-
Project Accountant	\$91	-
Contracts Administrator	\$91	-
IT Technician	\$82	-
Intern	\$58	\$87
Field Operations:		
Director of Field Operations	\$216	-
General Superintendent	\$180	-
Sr. Superintendent	\$162	-
Project Superintendent	\$151	-
Asst. Superintendent	\$114	-
Safety Director	\$120	-
Warranty	\$120	-
Site Intelligence Specialist	\$155	-
Carpenter	\$88	\$132
Water Truck Driver	\$85	\$128
Painter	\$85	\$128
Laborer	\$67	\$101

Note: All rates may be subject to a 5% increase on June 30, 2026





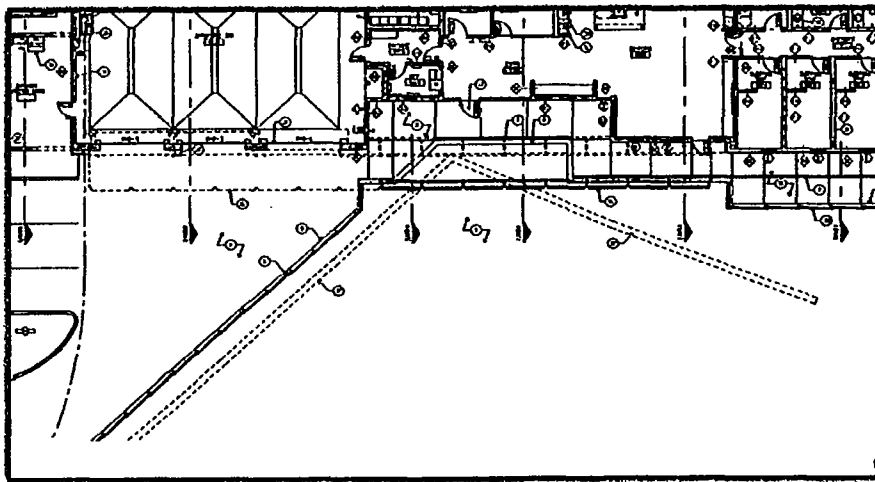
Specific Exclusions to GMP

- a. Materials Testing, by Owner.
- b. FF&E - Furniture, Fixtures, and Equipment
- c. Special Systems other than Fire Alarm
- d. Fencing Scope South of Existing Fire Station
- e. The following are excluded and assumed to be by Owner or Owner's vendor:
 - o Trenching for the SW Gas line from off-site source to the property line (No gas shown)
 - o Salvage and Relocation of any existing equipment or furnishings
 - o Data Cabling & Related Equipment (Pathway by CORE as shown)
 - o Security and Access Control Systems
 - o Intercom, Paging, and Clock Systems
 - o Audio and Video Equipment of any kind including Monitors, Smart Boards, Projectors
 - o Dispatch Alerting System (pathway by CORE)
 - o Radio Repeaters System
 - o Photovoltaics
 - o Delivery and Installation of all above

Other Scope Specific Assumptions and Clarifications:

LINE ITEM 1 | Demolition

1. We have included:
 - o Protection in place of existing electrical boxes to remain near Apparatus Bay entrance landscaping.
2. We have NOT included:
 - o Demolition and/or removal of the existing "Bell" art installation and associated footing, by Owner.
 - o Demolition of the existing underground retaining wall at the south of the proposed building (shown as the dotted line caret, A1.0, KN 37).





LINE ITEM 7 | Earthwork & Paving

1. We have included:
 - Import of non-expansive fill as required, per Geotechnical Report.
 - Demolition of existing trash enclosure at south side of Fire Station 601 to make room for new fencing and vehicular gates.
 - Demolition of bell sculpture concrete foundation.
2. We have NOT included:
 - Hard dig conditions.
 - Removal and relocation of "bell sculpture."

LINE ITEM 8 | Site Utilities

1. We have included:
 - Utility taps and associated demolition, saw-cutting, excavation, back-fill and patch back of utilities located under existing pavement.
 - Traffic control for utility taps in existing roadway.
 - Adjustment of existing utilities as needed to facilitate taps.
 - Exterior linear trench drains at concrete drive approach and landscaping planter.
 - 6" backflow preventor at fire line.

LINE ITEM 9 | Drywells

1. We have included:
 - Certification of drywells and percolation tests.
2. We have NOT included:
 - Hard dig conditions at drywell installation locations.

LINE ITEM 14 | Site Signage & Striping

1. We have included:
 - Thermoplastic striping in existing roadway at locations of scope of work.

LINE ITEM 15 | Landscaping & Irrigation

1. We have included:
 - East property landscaping
 - Reduced width of planting area to 2 feet wide with landscape header.
 - Decomposed granite.
2. We have NOT included:
 - Protection and salvage of assumed existing native trees on site called out as "by others."
 - Irrigation at east side property landscaping along park property
 - Plantings at east side property planter strip along park property.





LINE ITEM 18 | Fencing & Gates

1. We have NOT included:
 - Steel gate at south generator yard, only shown on elevations sheets.
 - Vehicular gates and fencing at south side of existing Fire Station #601.

LINE ITEM 19 | Site Concrete

1. We have included:
 - Replacement of demolished sidewalk to facilitate new approach.
 - Setting of linear trench drains in concrete.
 - Concrete at winding path north of building. Assumed to be stabilized decomposed granite.
 - CIP concrete retaining wall at planter on west side of building in lieu of integrally colored CMU.
 - 6" concrete over 6" ABC at drive aisles and parking spaces identified as new concrete.
2. We have NOT included:
 - 8" concrete over 6" ABC at drive aisles and parking spaces identified as new concrete.

LINE ITEM 20 | Site Masonry

1. We have NOT included:
 - Integrally colored CMU at planter retaining wall on west side of building.

LINE ITEM 27 | Building Concrete

1. We have included:
 - Vapor barrier under areas receiving flooring products. No vapor barrier will be installed at polished and sealed concrete areas.
 - Integral color in 4" slab on grade: Davis Colors, Silversmoke.
 - Microfibers and shrinkage reducing admixture in 4" slab-on-grade to be ground and polished.
 - 6" concrete slab on grade with welded wire mesh in Apparatus Bay in lieu of 8" concrete with #4 rebar at 16" on center each way.
2. We have NOT included
 - Microfibers and shrinkage reducing admixture in 8" slab-on-grade with rebar reinforcing.

LINE ITEM 28 | Structural Masonry

1. We have included:
 - CMU Lintel at large exterior patio opening (8'W).
 - Interior walls of Apparatus Bay and turnout included as Trendstone integrally colored block without ground face.
2. We have NOT included:
 - Insulation in CMU voids. Documents call for fully grouted cells.
 - Gray CMU at any location except stem walls.





LINE ITEM 30 | Steel Package

1. We have included:
 - o Steel frames for mechanical equipment.

LINE ITEM 33 | Rough Carpentry

1. We have included:
 - o Backing and blocking.
 - o Fire treated plywood at MDF Room to 8'-0" AFF.

LINE ITEM 37 | Damproofing / Waterproofing / Air Barrier

1. We have included:
 - o Waterproofing at exterior planter and retaining walls.

LINE ITEM 40 | Glass & Glazing

1. We have included:
 - o Bug screens at operable windows.
 - o Storefront or glazing testing.
 - o Aluminum storefront door hardware per Addendum #1.
2. We have NOT included:
 - o ADA operator at entry door.

LINE ITEM 49 | Metal Roofing/Wall Panels/Perf. Screens

1. We have included:
 - o 24 ga. metal panel by Western States Roofing in Weathered Rustic at roof, walls, and soffits.

LINE ITEM 55 | Finished Carpentry & Millwork

1. We have included:
 - o Millwork in Passage and Entry per Addendum #1.
2. We have NOT included:
 - o Desk in Office 1021. Assumed to be FF&E by Owner.
 - o Bed frame with integral drawings, by Owner.
 - o Tall cabinets/locker in Sleeping Rooms, by Owner.
 - o Desk in Sleeping Rooms, by Owner.
 - o Millwork in Corridor. Assumed metal lockers per Addendum #1.

LINE ITEM 56 | HM Frames, Doors, & Hardware

1. We have included:
 - o Door hardware per Addendum #1.





LINE ITEM 59 | Metal Studs & Drywall Package

1. We have included:
 - Framing and sheathing at exterior soffits.

LINE ITEM 61 | Painting

1. We have included:
 - Exterior clear sealant for building brick and exterior CMU.
 - Painting of exterior gate G01A.
2. We have NOT included:
 - Sealing interior CMU brick.
 - Sealing CMU site walls.
 - Painting of exterior gate at generator yard. None included.
 - Painting of top and bottom of the perforated aluminum panel at steel canopy. Assumed to be factory finished on both sides.
 - Epoxy paint at interior exposed CMU walls.

LINE ITEM 62 | Acoustical Ceilings

1. We have included:
 - ACP 1 in Entry/Dayroom areas in lieu of ACP-3, per VE option accepted January 27, 2026.
2. We have NOT included:
 - ACP-3

LINE ITEM 72 | Window Shades & Curtains

1. We have included:
 - Manual shades at exterior windows and aluminum storefronts excluding sleeping rooms and Restrooms.
 - Manual blackout shades in sleeping rooms.
 - Motorized shades at curtain wall.

LINE ITEM 73 | Signage Package

1. We have NOT included:
 - Monument sign.

LINE ITEM 79 | Lockers

1. We have included:
 - Gear Grid metal turnout lockers with doors.
 - Metal lockers in Corridor, per elevation in Addendum #1.
2. We have NOT included:
 - Lockers in restrooms.
 - Lockers in dorm rooms.





LINE ITEM 86 | Residential Appliances

1. We have included:
 - 6-burner range.
 - Two (2) Residential grade microwaves.
 - Two (2) Residential grade French door refrigerators.
 - Dishwasher.
 - Two (2) Stackable washer and dryer sets.
2. We have NOT included:
 - Coffee machine.
 - Water dispenser.

LINE ITEM 97 | Fire Sprinkler Systems

1. We have included:
 - Code compliant wet sprinkler system at building and canopies.

LINE ITEM 98 | Plumbing Systems

1. We have included:
 - Shut off valves per City of Scottsdale Supplemental Instructions.
 - Daiken AHU and DOAS units in lieu of York, per VE option accepted January 27, 2026.
2. We have NOT included:
 - Gas piping. None shown.
 - Air compressor.
 - Compressed air piping.
 - Compressed air cord reel.
 - Garden hose reel in Apparatus Bay, by Owner.

LINE ITEM 101 | Test & Balance

1. We have included:
 - Test and balance of mechanical systems.
 - Commissioning.
2. We have NOT included:
 - Duct detector testing. Eliminated per City of Scottsdale Supplemental Instructions.

LINE ITEM 102 | Electrical Systems

1. We have included:
 - Relocation of existing CATV/Fiber conduits.
 - Relocation of existing feeders around building pad.
 - Primary and secondary conduits.





- Conduits to vehicular gates for power and data.
 - 1/4" conduit with stub up for future EV charging station.
 - Two (2) 4" conduits from CATV pull box to MDF for fiber.
 - Vehicle loops at overhead doors.
 - Rough-in for special systems and dispatch alerting system.
 - 250kW diesel generator with ATS and first fill fuel.
 - Six (6) Cord reels in Apparatus Bay.
 - Gear package.
 - Diesel generator, ATS and MTS.
2. We have NOT included:
- Power for hand dryers. None shown.

LINE ITEM 103 | Fire Alarm Systems

1. We have included:
- EST fire alarm system per City of Scottsdale Supplemental Instructions.





Exhibit C.3 - EODs
(Enumeration of Documents)

City of Scottsdale - Fire Station 601
Ambulance Annex
Scottsdale, AZ
GMP 02/23/26

PROJECT MANUAL					
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
DIVISION 00	PROCUREMENT & CONTRACTING REQUIREMENTS				
00 01 01	HOLLOW METAL DOORS AND FRAMES	22-Dec-25	NONE	22-Dec-25	NONE
00 01 07	ALUMINUM FRAMES	22-Dec-25	NONE	22-Dec-25	NONE
00 01 10	CLAD WOOD DOORS	22-Dec-25	NONE	22-Dec-25	NONE
	PROCUREMENT REQUIREMENTS - NOT USED				
	CONTRACTING REQUIREMENTS				
00 63 25	SUBSTITUTION REQUEST FORM (DURING CONSTRUCTION)	22-Dec-25	NONE	22-Dec-25	NONE
00 73 93	BUILDING SUPPLEMENTAL INSTRUCTIONS (CITY OF SCOTTSDALE)	22-Dec-25	NONE	22-Dec-25	NONE
	SPECIFICATIONS GROUP				
	GENERAL REQUIREMENTS SUBGROUP				
DIVISION 01	GENERAL REQUIREMENTS				
01 10 00	SUMMARY	22-Dec-25	NONE	22-Dec-25	NONE
01 25 00	SUBSTITUTION PROCEDURES	22-Dec-25	NONE	22-Dec-25	NONE
01 26 00	CONTRACT MODIFICATION PROCEDURES	22-Dec-25	NONE	22-Dec-25	NONE
01 29 00	PAYMENT PROCEDURES	22-Dec-25	NONE	22-Dec-25	NONE
01 31 00	PROJECT MANAGEMENT AND COORDINATION	22-Dec-25	NONE	22-Dec-25	NONE
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	22-Dec-25	NONE	22-Dec-25	NONE
01 32 33	PHOTOGRAPHIC DOCUMENTATION	22-Dec-25	NONE	22-Dec-25	NONE
01 33 00	SUBMITTAL PROCEDURES	22-Dec-25	NONE	22-Dec-25	NONE
01 35 69	PROJECT SUSTAINABILITY REQUIREMENTS	22-Dec-25	NONE	22-Dec-25	NONE
01 40 00	QUALITY REQUIREMENTS	22-Dec-25	NONE	22-Dec-25	NONE
01 42 00	REFERENCES	22-Dec-25	NONE	22-Dec-25	NONE
01 43 39	MOCKUPS	22-Dec-25	NONE	22-Dec-25	NONE
01 50 00	TEMPORARY FACILITIES AND CONTROLS	22-Dec-25	NONE	22-Dec-25	NONE
01 60 00	PRODUCT REQUIREMENTS	22-Dec-25	NONE	22-Dec-25	NONE
01 73 00	EXECUTION	22-Dec-25	NONE	22-Dec-25	NONE
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND D	22-Dec-25	NONE	22-Dec-25	NONE
01 77 00	CLOSEOUT PROCEDURES	22-Dec-25	NONE	22-Dec-25	NONE
01 78 23	OPERATION AND MAINTENANCE DATA	22-Dec-25	NONE	22-Dec-25	NONE
01 78 39	PROJECT RECORD DOCUMENTS	22-Dec-25	NONE	22-Dec-25	NONE
01 79 00	DEMONSTRATION AND TRAINING	22-Dec-25	NONE	22-Dec-25	NONE
01 91 13	GENERAL COMMISSIONING REQUIREMENTS	22-Dec-25	NONE	22-Dec-25	NONE
	FACILITY CONSTRUCTION SUBGROUP				
DIVISION 02	EXISTING CONDITIONS				
02 41 19	SELECTIVE DEMOLITION	22-Dec-25	NONE	22-Dec-25	NONE
DIVISION 03	CONCRETE				
03 10 00	HOLLOW METAL DOORS AND FRAMES	22-Dec-25	NONE	22-Dec-25	NONE
03 20 00	ALUMINUM FRAMES	22-Dec-25	NONE	22-Dec-25	NONE
03 30 00	CLAD WOOD DOORS	22-Dec-25	NONE	22-Dec-25	NONE
03 35 43	ACCESS DOORS AND FRAMES	22-Dec-25	NONE	22-Dec-25	NONE
03 35 46	OVERHEAD RAPID COILING DOORS	22-Dec-25	NONE	22-Dec-25	NONE
DIVISION 04	MASONRY				
04 22 00	CONCRETE UNIT MASONRY	22-Dec-25	NONE	22-Dec-25	NONE
DIVISION 05	METALS				
05 12 00	CERAMIC TILING	22-Dec-25	NONE	22-Dec-25	NONE
05 31 00	ACOUSTICAL PANEL CEILINGS	22-Dec-25	NONE	22-Dec-25	NONE
05 40 00	RESILIENT BASE AND ACCESSORIES	22-Dec-25	NONE	22-Dec-25	NONE
05 50 00	ACOUSTIC BLANKET INSULATION	22-Dec-25	NONE	22-Dec-25	NONE
DIVISION 06	EXTERIOR PAINTING				
06 10 53	METAL LOCKERS	22-Dec-25	NONE	22-Dec-25	NONE
06 16 43	PROTECTIVE TREILLAGE	22-Dec-25	NONE	22-Dec-25	NONE
06 41 16	NON-STRUCTURAL METAL FRAMING	22-Dec-25	NONE	22-Dec-25	NONE
06 61 16	CEMENTITIOUS BACKING BOARDS	22-Dec-25	NONE	22-Dec-25	NONE
06 64 00	GYPSUM BOARD	22-Dec-25	NONE	22-Dec-25	NONE



Exhibit C.3 - EODs
(Enumeration of Documents)

City of Scottsdale - Fire Station 601
Ambulance Annex
Scottsdale, AZ
GMP 02/23/26

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
DIVISION 07	THERMAL & MOISTURE PROTECTION				
07 05 43	HOLLOW METAL DOORS AND FRAMES	22-Dec-25	NONE	22-Dec-25	NONE
07 05 53	ALUMINUM FRAMES	22-Dec-25	NONE	22-Dec-25	NONE
07 14 16	CLAD WOOD DOORS	22-Dec-25	NONE	22-Dec-25	NONE
07 19 00	ACCESS DOORS AND FRAMES	22-Dec-25	NONE	22-Dec-25	NONE
07 21 00	OVERHEAD RAPID COILING DOORS	22-Dec-25	NONE	22-Dec-25	NONE
07 21 19	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	22-Dec-25	NONE	22-Dec-25	NONE
07 25 00	PANEL SIGNAGE	22-Dec-25	NONE	22-Dec-25	NONE
07 26 00	WALL AND DOOR PROTECTION	22-Dec-25	NONE	22-Dec-25	NONE
07 41 13.16	TOILET, BATH, AND LAUNDRY ACCESSORIES	22-Dec-25	NONE	22-Dec-25	NONE
07 42 13	FIRE PROTECTION CABINETS	22-Dec-25	NONE	22-Dec-25	NONE
07 42 93	FIRE EXTINGUISHERS	22-Dec-25	NONE	22-Dec-25	NONE
07 52 13	METAL LOCKERS	22-Dec-25	NONE	22-Dec-25	NONE
07 71 00	PROTECTIVE TREILLAGE	22-Dec-25	NONE	22-Dec-25	NONE
07 72 00	NON-STRUCTURAL METAL FRAMING	22-Dec-25	NONE	22-Dec-25	NONE
07 84 13	CEMENTITIOUS BACKING BOARDS	22-Dec-25	NONE	22-Dec-25	NONE
07 92 00	GYPSUM BOARD	22-Dec-25	NONE	22-Dec-25	NONE
07 92 19	CERAMIC TILING	22-Dec-25	NONE	22-Dec-25	NONE
DIVISION 08	OPENINGS				
08 11 13	HOLLOW METAL DOORS AND FRAMES	22-Dec-25	NONE	22-Dec-25	NONE
08 12 16	ALUMINUM FRAMES	22-Dec-25	NONE	22-Dec-25	NONE
08 14 23	CLAD WOOD DOORS	22-Dec-25	NONE	22-Dec-25	NONE
08 31 13	ACCESS DOORS AND FRAMES	22-Dec-25	NONE	22-Dec-25	NONE
08 33 23.13	OVERHEAD RAPID COILING DOORS	22-Dec-25	NONE	22-Dec-25	NONE
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	22-Dec-25	NONE	22-Dec-25	NONE
08 51 13	PANEL SIGNAGE	22-Dec-25	NONE	22-Dec-25	NONE
08 80 00	WALL AND DOOR PROTECTION	22-Dec-25	NONE	22-Dec-25	NONE
08 83 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	22-Dec-25	NONE	22-Dec-25	NONE
08 87 00	FIRE PROTECTION CABINETS	22-Dec-25	NONE	22-Dec-25	NONE
DIVISION 09	FINISHES				
09 05 61	PROTECTIVE TREILLAGE	22-Dec-25	NONE	22-Dec-25	NONE
09 22 16	NON-STRUCTURAL METAL FRAMING	22-Dec-25	NONE	22-Dec-25	NONE
09 28 13	CEMENTITIOUS BACKING BOARDS	22-Dec-25	NONE	22-Dec-25	NONE
09 29 00	GYPSUM BOARD	22-Dec-25	NONE	22-Dec-25	NONE
09 30 13	CERAMIC TILING	22-Dec-25	NONE	22-Dec-25	NONE
09 51 13	ACOUSTICAL PANEL CEILINGS	22-Dec-25	NONE	22-Dec-25	NONE
09 65 13	RESILIENT BASE AND ACCESSORIES	22-Dec-25	NONE	22-Dec-25	NONE
09 81 16	ACOUSTIC BLANKET INSULATION	22-Dec-25	NONE	22-Dec-25	NONE
09 91 13	EXTERIOR PAINTING	22-Dec-25	NONE	22-Dec-25	NONE
09 91 23	INTERIOR PAINTING	22-Dec-25	NONE	22-Dec-25	NONE
09 96 00	HIGH-PERFORMANCE COATINGS	22-Dec-25	NONE	22-Dec-25	NONE
DIVISION 10	SPECIALTIES				
10 14 23	PANEL SIGNAGE	22-Dec-25	NONE	22-Dec-25	NONE
10 26 00	WALL AND DOOR PROTECTION	22-Dec-25	NONE	22-Dec-25	NONE
10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	22-Dec-25	NONE	22-Dec-25	NONE
10 44 13	FIRE PROTECTION CABINETS	22-Dec-25	NONE	22-Dec-25	NONE
10 44 16	FIRE EXTINGUISHERS	22-Dec-25	NONE	22-Dec-25	NONE
10 51 13	METAL LOCKERS	22-Dec-25	NONE	22-Dec-25	NONE
10 73 19	PROTECTIVE TREILLAGE	22-Dec-25	NONE	22-Dec-25	NONE
DIVISION 11	EQUIPMENT				
11 30 13	RESIDENTIAL APPLIANCES	22-Dec-25	NONE	22-Dec-25	NONE
DIVISION 12	FURNISHINGS				
12 36 61.16	SOLID SURFACING COUNTERTOPS	22-Dec-25	NONE	22-Dec-25	NONE
DIVISION 13	SPECIAL CONSTRUCTION - NOT USED				
DIVISION 14	CONVEYING EQUIPMENT - NOT USED				
DIVISION 15 -19	NOT USED				



Exhibit C.3 - EODs
(Enumeration of Documents)

City of Scottsdale - Fire Station 601
Ambulance Annex
Scottsdale, AZ
GMP 02/23/26

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
	FACILITY SERVICES SUBGROUP - NOT USED				
DIVISION 30	NOT USED				
DIVISION 31	EARTHWORK				
31 31 16	TERMITE CONTROL	22-Dec-25	NONE	22-Dec-25	NONE
DIVISION 32	EXTERIOR IMPROVEMENTS				
32 31 19	DECORATIVE METAL FENCES & GATES	22-Dec-25	NONE	22-Dec-25	NONE
DIVISION 33	UTILITIES - NOT USED				
DIVISION 34	TRANSPORTATION - NOT USED				
DIVISION 35	WATERWAY & MARINE CONSTRUCTION - NOT USED				
DIVISION 36 - 39	NOT USED				
	PROCESS EQUIPMENT SUBGROUP - NOT USED				
DRAWINGS					
Specification/ Drawing	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
A4.8	SHADE CANOPY DETAILS	5-Jan-26	NONE	7-Jan-25	NONE
	GENERAL				
COVER	CITY OF SCOTTSDALE COVER SHEET	NONE	NONE	15-Dec-25	NONE
GO.0	SHEET INDEX	12-Dec-25	NONE	15-Dec-25	NONE
G0.1	GENERAL INFORMATION	12-Dec-25	NONE	15-Dec-25	NONE
G0.2	CODE ANALYSIS - BUILDING AREA	12-Dec-25	NONE	15-Dec-25	NONE
G0.3	CODE ANALYSIS - OCCUPANCY GROUPS	12-Dec-25	NONE	15-Dec-25	NONE
G0.4	CODE ANALYSIS - OCCUPANT LOADS / PLUMBING	12-Dec-25	NONE	15-Dec-25	NONE
G0.5	CODE ANALYSIS - MEANS OF EGRESS	12-Dec-25	NONE	15-Dec-25	NONE
	CIVIL				
C1.0	GRADING & PAVING PLAN	12-Dec-25	NONE	15-Dec-25	NONE
C1.1	LEGEND & NOTES	12-Dec-25	NONE	15-Dec-25	NONE
C2.0	DEMOLITION PLAN	12-Dec-25	NONE	15-Dec-25	NONE
C3.0	GRADING, DRAINAGE, & PAVING PLAN	12-Dec-25	NONE	15-Dec-25	NONE
C3.1	GRADING, DRAINAGE, & PAVING PLAN	12-Dec-25	NONE	15-Dec-25	NONE
C3.2	GRADING, DRAINAGE, & PAVING PLAN	12-Dec-25	NONE	15-Dec-25	NONE
C4.0	WATER & SEWER PLANS	12-Dec-25	NONE	15-Dec-25	NONE
C5.0	DETAILS	9-Jul-25	NONE	15-Dec-25	8-Oct-25
C5.1	DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
C5.2	DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
C6.0	COVER SHEET - SEWER MAIN PLANS	12-Dec-25	NONE	15-Dec-25	NONE
C6.1	LEGEND & NOTES - SEWER MAIN PLANS	12-Dec-25	NONE	15-Dec-25	NONE
C6.2	SEWER MAIN PLAN	12-Dec-25	NONE	15-Dec-25	NONE
	LANDSCAPE				
L1.0	LANDSCAPE COVER	12-Dec-25	NONE	15-Dec-25	NONE
L2.1	LANDSCAPE DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
L2.2	LANDSCAPE COVER	12-Dec-25	NONE	15-Dec-25	NONE
L3.1	LANDSCAPE PLAN	12-Dec-25	NONE	15-Dec-25	NONE
L4.0	ELDORADO PARK IRRIGATION MODIFICATION	12-Dec-25	NONE	15-Dec-25	NONE
L4.1	IRRIGATION PLAN	12-Dec-25	NONE	15-Dec-25	NONE
	ARCHITECTURAL				
AS1.0	ARCHITECTURAL SITE PLAN	12-Dec-25	NONE	15-Dec-25	NONE
AS1.1	APPARATUS & REFUSE MANEUVERING	12-Dec-25	NONE	15-Dec-25	NONE
A1.0	FLOOR PLAN	12-Dec-25	NONE	15-Dec-25	NONE
A1.1	DIMENSION FLOOR PLAN	12-Dec-25	NONE	15-Dec-25	NONE
A1.2	ARCHITECTURAL FOUNDATION PLAN	12-Dec-25	NONE	15-Dec-25	NONE
A1.3	REFLECTED CEILING PLAN	12-Dec-25	NONE	15-Dec-25	NONE
A1.4	ROOF PLAN	12-Dec-25	NONE	15-Dec-25	NONE
A1.5	DISPATCH EQUIPMENT PLAN	12-Dec-25	NONE	15-Dec-25	NONE
A1.6	FURNITURE & ACCESSIBILITY FLOOR PLAN	12-Dec-25	NONE	15-Dec-25	NONE
A2.0	EXTERIOR BUILDING ELEVATIONS	12-Dec-25	NONE	15-Dec-25	NONE



Exhibit C.3 - EODs
(Enumeration of Documents)

City of Scottsdale - Fire Station 601
Ambulance Annex
Scottsdale, AZ
GMP 02/23/26

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
A3.0	BUILDING SECTIONS	12-Dec-25	NONE	15-Dec-25	NONE
A3.1	BUILDING SECTIONS	12-Dec-25	NONE	15-Dec-25	NONE
A3.2	BUILDING SECTIONS	12-Dec-25	NONE	15-Dec-25	NONE
A3.3	BUILDING SECTIONS	12-Dec-25	NONE	15-Dec-25	NONE
A3.5	WALL SECTIONS	12-Dec-25	NONE	15-Dec-25	NONE
A3.6	WALL SECTIONS	12-Dec-25	NONE	15-Dec-25	NONE
A3.7	WALL SECTIONS	12-Dec-25	NONE	15-Dec-25	NONE
A3.8	WALL SECTIONS	12-Dec-25	NONE	15-Dec-25	NONE
A3.9	WALL SECTIONS	12-Dec-25	NONE	15-Dec-25	NONE
A3.10	WALL TYPES	12-Dec-25	NONE	15-Dec-25	NONE
A3.11	PARTITION DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
A3.15	PARTITION DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
A4.5	STEEL CANOPY DETAILS	5-Jan-26	NONE	15-Dec-25	NONE
A4.6	STEEL CANOPY DETAILS	5-Jan-26	NONE	15-Dec-25	NONE
A4.7	SHADE CANOPY DETAILS	5-Jan-26	NONE	15-Dec-25	NONE
A4.8	SHADE CANOPY DETAILS	5-Jan-26	NONE	15-Dec-25	NONE
A5.0	DOOR SCHEDULE	5-Jan-26	NONE	15-Dec-25	NONE
A5.1	DOOR & WINDOW DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
A6.0	ROOM FINISH SCHEDULE	12-Dec-25	NONE	15-Dec-25	NONE
A6.1	ACCESSIBILITY STANDARDS - TYP. MOUNTING HTS.	12-Dec-25	NONE	15-Dec-25	NONE
A6.2	INTERIOR ELEVATIONS	5-Jan-26	NONE	15-Dec-25	NONE
A6.3	INTERIOR ELEVATIONS	12-Dec-25	NONE	15-Dec-25	NONE
	STRUCTURAL				
S1.1	GENERAL STRUCTURAL NOTES	12-Dec-25	NONE	15-Dec-25	NONE
S1.2	SPECIAL INSPECTION TABLES	12-Dec-25	NONE	15-Dec-25	NONE
S1.3	TYPICAL DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
S1.4	TYPICAL DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
S2.1	FOUNDATION PLAN	12-Dec-25	NONE	15-Dec-25	NONE
S3.1	ROOF FRAMING PLAN	12-Dec-25	NONE	15-Dec-25	NONE
S4.1	FOUNDATION DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
S4.2	FOUNDATION DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
S4.3	FOUNDATION DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
S4.4	FOUNDATION DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
S5.1	FRAMING DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
S5.2	FRAMING DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
S5.3	FRAMING DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
S5.4	FRAMING DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
S5.5	FRAMING DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
	MECHANICAL				
MO.O	MECHANICAL COVER SHEET	12-Dec-25	NONE	15-Dec-25	NONE
M1.0	MECHANICAL SCHEDULES	12-Dec-25	NONE	15-Dec-25	NONE
M1.1	MECHANICAL SCHEDULES	12-Dec-25	NONE	15-Dec-25	NONE
M2.0	MECHANICAL FLOOR PLAN	12-Dec-25	NONE	15-Dec-25	NONE
M2.1	MECHANICAL PIPING PLAN	12-Dec-25	NONE	15-Dec-25	NONE
M3.0	MECHANICAL SEQUENCE OF OPERATIONS	12-Dec-25	NONE	15-Dec-25	NONE
M4.0	MECHANICAL DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
M4.1	MECHANICAL DETAILS	12-Dec-25	NONE	15-Dec-25	NONE
	PLUMBING			15-Dec-25	
PO.O	PLUMBING NOTES & SPECIFICATIONS	12-Dec-25	NONE	15-Dec-25	NONE
P0.1	PLUMBING SCHEDULES	12-Dec-25	NONE	15-Dec-25	NONE
P2.0	PLUMBING FLOOR PLAN	12-Dec-25	NONE	15-Dec-25	NONE
	ELECTRICAL				
EO.O	ELECTRICAL SYMBOLS, NOTES & SCHEDULES	12-Dec-25	NONE	17-Dec-25	NONE
E0.1	ELECTRICAL LIGHTING & FIRE ALARM NOTES	12-Dec-25	NONE	17-Dec-25	NONE
E0.2	ELECTRICAL SPECIFICATIONS	12-Dec-25	NONE	17-Dec-25	NONE
E1.0	ELECTRICAL SITE PLAN	12-Dec-25	NONE	17-Dec-25	NONE



Exhibit C.3 - EODs
(Enumeration of Documents)

City of Scottsdale - Fire Station 601
Ambulance Annex
Scottsdale, AZ
GMP 02/23/26

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
E2.0	ELECTRICAL POWER PLAN	12-Dec-25	NONE	17-Dec-25	NONE
E3.0	ELECTRICAL LIGHTING PLAN	12-Dec-25	NONE	17-Dec-25	NONE
E4.0	ELECTRICAL SPECIAL SYSTEMS PLAN	12-Dec-25	NONE	17-Dec-25	NONE
E5.0	ELECTRICAL HVAC CONNECTION PLAN	12-Dec-25	NONE	17-Dec-25	NONE
E6.0	ELECTRICAL ONE-LINE DIAGRAM	12-Dec-25	NONE	17-Dec-25	NONE
E7.0	PANEL SCHEDULES	12-Dec-25	NONE	17-Dec-25	NONE
252165SA	GEOTECHNICAL INVESTIGATION				
252165SA	GEOTECHNICAL EVALUATION REPORT				
1.0	INTRODUCTION				
2.0	GENERAL SITE & SOIL CONDITIONS				
2.1	SITE CONDITIONS	6-Nov-25	22-Dec-25	22-Dec-25	NONE
2.2	GEOLOGIC CONDITIONS	6-Nov-25	22-Dec-25	22-Dec-25	NONE
2.3	SEISMIC DESIGN PARAMETERS	6-Nov-25	22-Dec-25	22-Dec-25	NONE
2.4	GENERAL SUBSURFACE CONDITIONS	6-Nov-25	22-Dec-25	22-Dec-25	NONE
3.0	ANALYSIS & RECOMMENDATIONS				
3.1	ANALYSIS	6-Nov-25	22-Dec-25	22-Dec-25	NONE
3.2	SITE PREPARATION	6-Nov-25	22-Dec-25	22-Dec-25	NONE
3.3	FOUNDATION DESIGN	6-Nov-25	22-Dec-25	22-Dec-25	NONE
3.4	LATERAL PRESSURES	6-Nov-25	22-Dec-25	22-Dec-25	NONE
3.5	FILL & BACKFILL	6-Nov-25	22-Dec-25	22-Dec-25	NONE
3.6	UTILITIES INSTALLATION	6-Nov-25	22-Dec-25	22-Dec-25	NONE
3.7	SLABS-ON-GRADE	6-Nov-25	22-Dec-25	22-Dec-25	NONE
3.8	ASPHALT/CONCRETE PAVEMENT DESIGN	6-Nov-25	22-Dec-25	22-Dec-25	NONE
3.9	LIME STABILIZATION	6-Nov-25	22-Dec-25	22-Dec-25	NONE
4.0	GENERAL				
PAGE 20	APPENDIX - FIELD & LABORATORY INVESTIGATION	6-Nov-25	22-Dec-25	22-Dec-25	NONE
1 OF 1	SOIL BORING LOCATION PLAN	6-Nov-25	22-Dec-25	22-Dec-25	NONE
PAGE 22	SOIL LEGEND	6-Nov-25	22-Dec-25	22-Dec-25	NONE
PAGE 23	LOG OF TEST BORINGS	6-Nov-25	22-Dec-25	22-Dec-25	NONE
PAGE 25	TABULATION OF TEST DATA	6-Nov-25	22-Dec-25	22-Dec-25	NONE
PAGE 26	CONSOLIDATION TEST	6-Nov-25	22-Dec-25	22-Dec-25	NONE
PAGE 27	MOISTURE-DENSITY RELATIONS	6-Nov-25	22-Dec-25	22-Dec-25	NONE
1 OF 1	SWELL TEST DATA	6-Nov-25	22-Dec-25	22-Dec-25	NONE
ADDENDUMS					
Addendums	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
1.0	GMP BID ADDENDUM #1				
COVER	COVER SHEET - GMP SET	12-Dec-25	NONE	5-Jan-26	5-Jan-26
A2.0	EXTERIOR ELEVATIONS	5-Jan-26	NONE	5-Jan-26	5-Jan-26
A3.5	WALL SECTIONS	5-Jan-26	NONE	5-Jan-26	5-Jan-26
A3.6	WALL SECTIONS	5-Jan-26	NONE	5-Jan-26	5-Jan-26
A3.7	WALL SECTIONS	5-Jan-26	NONE	5-Jan-26	5-Jan-26
A4.5	SHADE CANOPY DETAILS	5-Jan-26	NONE	5-Jan-26	5-Jan-26
A4.6	SHADE CANOPY DETAILS	5-Jan-26	NONE	5-Jan-26	5-Jan-26
A4.7	SHADE CANOPY DETAILS	5-Jan-26	NONE	5-Jan-26	5-Jan-26
A4.8	SHADE CANOPY DETAILS	5-Jan-26	NONE	5-Jan-26	5-Jan-26
A5.0	DOOR SCHEDULE	5-Jan-26	NONE	5-Jan-26	5-Jan-26
A6.2	INTERIOR ELEVATIONS	5-Jan-26	NONE	5-Jan-26	5-Jan-26
PAGE 13	CUT SHEET - HARDWARE DOOR	23-Dec-25	NONE	5-Jan-26	5-Jan-26
PAGE 14	CUT SHEET - HARDWARE DOOR	23-Dec-25	NONE	5-Jan-26	5-Jan-26
PAGE 15	CUT SHEET - HARDWARE DOOR	23-Dec-25	NONE	5-Jan-26	5-Jan-26
PAGE 16	CUT SHEET - HARDWARE DOOR	23-Dec-25	NONE	5-Jan-26	5-Jan-26

Exhibit C.4 - Milestone Project Schedule



City of Scottsdale Fire Station 601 Ambulance Annex
GMP 02/23/26

ID	Task Name	Duration	Start	Finish	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	
					10/13	11/10	12/8	1/5	2/2	3/2	3/30	4/27	5/25	6/22	7/20	8/17	9/14	10/12	11/9	12/7	1/4	2/1	3/1
0	City of Scottsdale Fire Station 601 Ambulance Annex	337 d	Mon 11/10/25	Tue 3/9/27																			
1	Kick off Meeting	0 d	Tue 11/11/25	Tue 11/11/25	◆																		
2	30% Design (SD)	0 d	Mon 11/10/25	Mon 11/10/25	◆																		
3	Schematic Design Complete	0 d	Mon 11/10/25	Mon 11/10/25	◆																		
4	Develop Early Procurement Package for Long Lead it	0 d	Mon 11/10/25	Mon 11/10/25	◆																		
5	90% Construction/GMP Documents (CD)	24 d	Tue 11/11/25	Mon 12/15/25																			
8	Design Complete	0 d	Mon 12/15/25	Mon 12/15/25			◆																
9	Pricing Exercises	22 d	Tue 11/11/25	Thu 12/11/25																			
13	GMP Development	57 d	Tue 11/11/25	Mon 2/2/26																			
27	Scottsdale Approvals	41 d	Tue 2/3/26	Tue 3/31/26																			
28	GMP # 1 & 2R1 Approval	41 d	Tue 2/3/26	Tue 3/31/26																			
32	Client approves GMP # 1 & 2R1	0 d	Tue 3/24/26	Tue 3/24/26								◆											
33	Permitting	103 d	Tue 12/16/25	Mon 5/11/26																			
34	Authority Having Jurisdiction (AHJ) Permits	103 d	Tue 12/16/25	Mon 5/11/26																			
40	Permitting Complete	0 d	Mon 5/11/26	Mon 5/11/26								◆											
41	Preconstruction Complete	0 d	Mon 5/11/26	Mon 5/11/26								◆											
42	Procurement	228 d	Tue 11/11/25	Thu 10/1/26																			
129	Rough Site Construction	107 d	Tue 5/12/26	Fri 10/9/26																			
146	Mobilization	0 d	Mon 5/11/26	Mon 5/11/26								◆											
147	Rough Site Construction Complete	0 d	Fri 10/9/26	Fri 10/9/26																	◆		10/9

Baseline Milestone ◇ Task Summary Baseline
 Baseline Summary Milestone Critical Tasks

Exhibit C.4 - Milestone Project Schedule



City of Scottsdale Fire Station 601 Ambulance Annex
GMP 02/23/26

ID	Task Name	Duration	Start	Finish	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March
148	Finish Site Construction	45 d	Mon 11/16/26	Thu 1/21/27																		
158	Site Finishes Complete	0 d	Thu 1/21/27	Thu 1/21/27																		1/21
159	Site Complete	0 d	Thu 1/21/27	Thu 1/21/27																		1/21
160	Building Construction	189 d	Thu 6/11/26	Tue 3/9/27																		
161	Structure	66 d	Thu 6/11/26	Fri 9/11/26																		
174	Slab on Grade Complete	0 d	Mon 8/31/26	Mon 8/31/26																		
175	Structural Top Out	0 d	Fri 9/11/26	Fri 9/11/26																		
176	Enclosure	48 d	Wed 9/9/26	Fri 11/13/26																		
184	Roof Dry In Complete	0 d	Fri 10/9/26	Fri 10/9/26																		
185	Building Dry In Complete	0 d	Tue 10/20/26	Tue 10/20/26																		
186	Exterior Finishes Complete	0 d	Fri 11/13/26	Fri 11/13/26																		
187	Interior	103 d	Mon 9/14/26	Tue 2/9/27																		
204	MEP Rough In Complete	0 d	Tue 10/6/26	Tue 10/6/26																		
205	Building Systems	103 d	Mon 10/12/26	Tue 3/9/27																		
211	Electric SES On Site	0 d	Tue 9/1/26	Tue 9/1/26																		
212	Permanent Power Complete	0 d	Fri 10/16/26	Fri 10/16/26																		
213	Substantial Completion	0 d	Tue 2/9/27	Tue 2/9/27																		2/9
214	Final Completion	0 d	Tue 3/9/27	Tue 3/9/27																		3/9

Baseline Milestone ◇ Task Summary Baseline
Baseline Summary Milestone Critical Tasks

**EXHIBIT D
STATUTORY PERFORMANCE BOND**

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

KNOW ALL MEN BY THESE PRESENTS:

That, FIRE STATION 601 AMBULANCE ANNEX (hereinafter called the Principal) as Principal, and FIRE STATION 601 AMBULANCE ANNEX, a corporation organized and existing under the laws of the State of FIRE STATION 601 AMBULANCE ANNEX, with its principal office in the City of FIRE STATION 601 AMBULANCE ANNEX, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona in the amount of FIRE STATION 601 AMBULANCE ANNEX Dollars (\$FIRE STATION 601 AMBULANCE ANNEX), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale, dated the ____ day of _____, 20____, for Bid No. FIRE STATION 601 AMBULANCE ANNEX, Project No. PB2603, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

WITNESS our hands the ____ day of _____, 20____.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

PROJECT NAME -FIRE STATION 601 AMBULANCE ANNEX

PROJECT NO: PB2603

**EXHIBIT E
STATUTORY PAYMENT BOND**

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

KNOW ALL MEN BY THESE PRESENTS:

That, FIRE STATION 601 AMBULANCE ANNEX (hereinafter called the Principal), as Principal, and FIRE STATION 601 AMBULANCE ANNEX, a corporation organized and existing under the laws of the State of FIRE STATION 601 AMBULANCE ANNEX, with its principal office in the City of FIRE STATION 601 AMBULANCE ANNEX (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona, in the amount of FIRE STATION 601 AMBULANCE ANNEX Dollars (\$FIRE STATION 601 AMBULANCE ANNEX), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale dated the ____ day of _____, 20____, for Bid No. FIRE STATION 601 AMBULANCE ANNEX, Project No. PB2603, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

WITNESS our hands the ____ day of _____, 20____.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

PROJECT NAME –FIRE STATION 601 AMBULANCE ANNEX

PROJECT NO: PB2603

**CONTRACTOR'S NOTICE OF
FINAL ACCEPTANCE**

PROJECT NUMBER: PB2603

PROJECT NAME: FIRE STATION 601 AMBULANCE ANNEX

CONTRACTOR/CMAR NAME: FIRE STATION 601 AMBULANCE ANNEX

FINAL CONTRACT AMOUNT: FIRE STATION 601 AMBULANCE ANNEX

Construction on the above project was completed on FIRE STATION 601 AMBULANCE ANNEX (date) and on FIRE STATION 601 AMBULANCE ANNEX (date) a final inspection was made of the subject improvements by this office. The work substantially conforms to the approved plans and specifications. We, therefore, accept those portions within the public right-of-way into our system for maintenance.

Approved By:

Contract Administrator

Construction Admin Supervisor

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