

**Notice of Request for Statements of Qualification**

SOLICITATION NUMBER: 2018-002-SOQ CMAR

SERVICE: Construction Manager At Risk (CMAR) for Security Screening Checkpoint (SSCP) Queue and Terminal Improvements

SOQ DUE DATE & TIME: July 20, 2017 by 1:00 pm (Arizona) time

MAILING ADDRESS: Phoenix-Mesa Gateway Airport Authority  
Attn: Marian Whilden, Procurement Coordinator  
5835 S. Sossaman Road  
Mesa, AZ 85212

The Phoenix-Mesa Gateway Airport Authority (PMGAA) requests Statements of Qualifications (SOQ) from qualified contractors to provide Construction Manager Services for SSCP Queue and Terminal Improvements for the Phoenix-Mesa Gateway Airport (Gateway Airport) in Mesa, Arizona. This solicitation may be downloaded from our website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business|Procurement|Public Notices section. Drawings relevant to this project may also be downloaded from our website under the same section. All submissions and Offeror conduct must comply with applicable PMGAA policies, rules and procedures. PMGAA may cancel this solicitation at any time for any legally permissible reason.

The PMGAA will accept Statements of Qualifications for the specified service until the time and date cited above. Statements of Qualifications must be submitted in a sealed envelope with the solicitation number and the Contractor's name and address clearly indicated on the envelope. Submittals received on or before the correct time and date will be time stamped by a staff member and publicly recorded. Late submittals will not be considered. Additional instructions for preparing your SOQ are provided in the solicitation package. Requests for additional information or clarification of requirements must be in writing and submitted to:

Contact: Marian Whilden, Procurement Coordinator  
Telephone: (480) 988-7646  
Email: [mwhilden@gatewayairport.com](mailto:mwhilden@gatewayairport.com)

A pre-proposal meeting is scheduled for July 11, 2017 at 3:00 pm (Arizona time) with a walkthrough of the Terminal and SSCP area immediately following. The meeting will be held at the Airport Administration Building located at 5835 S. Sossaman Road, Mesa, AZ. Attendance is not mandatory but contractors are encouraged to attend this meeting. Any questions outside of the pre-proposal meeting will require a written inquiry by the contractor and a written response from the PMGAA to all contractors.

Deadline for submitting questions to PMGAA is July 12, 2017 by 5:00 pm (Arizona time). Responses to questions received will be issued in an addendum to the Request for Statements of Qualifications and posted at [www.gatewayairport.com](http://www.gatewayairport.com) in the Procurement section of the website. Contractors are responsible for checking the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com) for any addendums that may be created for this solicitation.

Direct contact with Airport Authority Board of Directors and/or Airport Authority representatives or staff other than as specified in this solicitation, on any subject related to this solicitation is expressly prohibited except with the prior knowledge and written permission of the procurement coordinator listed above. Unauthorized contact of any Airport Authority Board of Directors, and/or Airport Authority staff or representatives may be cause for rejection of qualifications.

Issue Date: June 22, 2017

## Request for Statement of Qualifications

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## Notice of Intent

### Solicitation Number 2018-002-SOQ, Construction Manager At Risk for SSCP Queue and Terminal Improvements

Please fax or email this page upon receipt of solicitation package

Fax: (480) 988-2315

Email: [mwhilden@gatewayairport.com](mailto:mwhilden@gatewayairport.com)

This notice is to be completed by any Offeror who intends to submit a response to the Phoenix-Mesa Gateway Airport Authority (PMGAA) for the above titled solicitation. The submittal of this form in no way obligates an Offeror to provide any services or materials to the PMGAA.

#### Offeror Responsibilities:

- Offerors are responsible for checking the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com) for any addendums that may be created for this solicitation.
- Offerors shall submit responses in accordance with requirements stated in the solicitation.
- Offerors may not submit responses to a solicitation via email or fax.

For any clarifications, please contact Marian Whilden, Procurement Coordinator, at (480) 988-7646 or e-mail: [mwhilden@gatewayairport.com](mailto:mwhilden@gatewayairport.com).

.....  
Date: \_\_\_\_\_

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

☐ **Yes, I intend to respond to this solicitation**

If you are unable to respond on this item, kindly indicate your reason for "No Response" below and fax back.

☐ **No, I do not intend to respond to this solicitation for the following reason(s):**

.....  
.....  
**How did you hear about this solicitation?** (Please circle or write in)

Arizona Business Gazette

East Valley Tribune

PMGAA Web Site

Direct email

Industry Association: \_\_\_\_\_

Other: \_\_\_\_\_

## Section One - Offeror Information and Instructions

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### A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package, including relevant drawings, is available via the Internet at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business / Procurement tab.
2. **Addendums.** If the PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted to the PMGAA website. Offerors are responsible for obtaining all addendums via the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com) or by other means. Any Addendums issued by the PMGAA are to be included in the response, and will become a part of the contract. Offeror shall acknowledge receipt of an amendment by signing and returning the document by the specified due time and date.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time. All submissions must comply with applicable PMGAA rules, regulations and policies.
4. **Cost of Submittal Preparation.** PMGAA shall not reimburse the cost of, nor pay any expenses related thereto, developing, presenting or providing any response to this solicitation.
5. **Inquiries.**
  - a. **Contact Person.** Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed to the staff member listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other PMGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
  - b. **Submission of Inquiries.** All inquiries shall be submitted in writing and/or electronic mail and shall refer to the appropriate solicitation number, page and paragraph. PMGAA shall consider the relevancy of the inquiry but is not required to respond in writing.
  - c. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the solicitation due date and time for review and determination by PMGAA. Failure to do so may result in the inquiry not being considered for an Addendum.
  - d. **Verbal Responses.** Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Public Record.** All submittals in response to this solicitation shall become the property of PMGAA, shall not be returned to Offeror and shall become a matter of public record available for review subsequent to the contract award.
7. **Solicitation Results.** Results are not provided in response to telephone inquiries. A tabulation of responses received will remain on file at PMGAA, and a Notice of Intent to Award shall be posted to the web site.

**8. Protest of Solicitation or Specifications (Before Bid Opening).**

- a. Any interested person aggrieved in connection with the solicitation of a contract shall protest irregularities in the IFB, RFP, RFQ or SOQ within three business days from the date the protester knew or should have known of the basis for the protest and, in any case, at least five business days before opening bids or proposals.
- b. All protests must be made in writing to the Purchasing Director. Each protest must state the specific factual and legal grounds on which the protest is based. The protester must also include with the protest all pertinent documents and all supporting evidence. PMGAA need not accept any protest that fails to comply with the requirements of this section. The protester's failure to timely protest specifications or other solicitation terms and conditions constitutes a waiver of the protest.
- c. If a timely protest before bid opening is made, PMGAA may proceed with the solicitation or with the award of the contract unless the Purchasing Director determines in writing that the protest should be sustained or that an addendum addressing the protest should be issued.

**9. Protest of Award Recommendation.**

- a. A protest made after the deadline for bids or proposals, including challenges to the evaluation committee, must be submitted in writing to the Purchasing Director.
- b. A protest must be received by the Purchasing Director within five business days following public posting of PMGAA's award recommendation. The formal protest must contain the following information.
  - i. PMGAA's solicitation identification number and title.
  - ii. Name and address of the protester, the title or position of the person submitting the protest, and a statement that the protest has been authorized by the protester and the protest is made in good faith.
  - iii. A statement of all facts alleged and all rules, regulations, statutes, or constitutional provisions that entitles the protester to relief.
  - iv. All other information, documents, materials, legal authority, and evidence in support of the protest.
  - v. A statement indicating the precise relief sought by the protester.
- c. The Purchasing Director will make a written decision on the protest within ten business days after it is received.
- d. The Protester may appeal the Purchasing Director's decision to the Executive Director. Any appeal must be filed with the Executive Director within three business days after the protester receives the Purchasing Director's decision.
- e. The Executive Director may hear the appeal or appoint an independent hearing officer to do so. If a hearing officer is appointed, the hearing officer shall conduct an informal hearing on the appeal within 10 business days from receipt of the appeal. The hearing officer shall promptly prepare an informal decision and recommendation on the appeal for the Executive Director's consideration. The hearing officer shall promptly serve the recommendation on the protester.
- f. Upon receipt of the hearing officer's recommendation, or if no hearing officer is appointed, the Executive Director shall decide any protest for a solicitation valued at less than \$50,000. For solicitations valued less than \$50,000 or sustained protests, the Executive Director's decision is final. For solicitations valued over \$50,000 and the Executive Director is recommending denial of the protest, the Executive Director shall make a recommendation to the Board, and the Board shall make the final decision regarding award of the contract.

- g. Notice of the Board's final decision must be furnished to the protesting party, in writing, by the Purchasing Director.
- 10. **Special Conditions.** Wherever special conditions are written into the Special Conditions and Specifications (Section Two), which are in conflict with conditions stated in these Instructions to Offerors, the conditions stated in Special Provisions and Specifications, shall take precedence.
- 11. **Title VI Solicitation Notice.** PMGAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit a response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- 12. **Disadvantaged Business Enterprise.** It is the policy of PMGAA to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The PMGAA encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

## **B. SOQ PREPARATION AND SUBMITTAL**

- 1. **SOQ Preparation.**
  - a. Forms. All SOQ's shall include the required forms provided in this solicitation. It is permissible to copy these forms if required.
  - b. No Facsimile or Electronic Mail Responses. SOQ's may not be submitted in facsimile or electronically and will not be considered.
  - c. Confidential Information. Requests for nondisclosure of data such as trade secrets and other proprietary data must be made known to the Procurement Coordinator in writing. PMGAA shall review all requests for confidentiality and provide a written determination.
- 2. **SOQ Submittal.**
  - a. Submission Package. One (1) original and the specified number of copies of the submittal (see Section Two) should be contained in each submission package. Each submittal package/envelope should be firmly sealed and clearly marked on the outside with the solicitation number, "Statement of Qualification" and the name and address of the Offeror.
  - b. Late Submittals. Late submittals will be rejected and returned to the Offeror.
  - c. No Modifications. Modifications are not permitted after SOQ's have been opened except as otherwise provided under applicable law.
  - d. Withdrawal of SOQ. SOQ submittals may be withdrawn at any time prior to the specified due date and time. An Offeror (or authorized representative) may withdraw the response by notifying the designated contact for this solicitation in writing on company letterhead. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.
- 3. **SOQ Evaluation.**
  - a. Conformance to Request. Each SOQ received will be checked for the presence or absence of required information in conformance with the submission requirements of this Request and to ensure that the submittal is fully responsive to the specifications listed.

- b. Disqualification. An Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will have its response rejected.
  - c. Clarifications. PMGAA reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the SOQ and does not give Offeror an opportunity to revise or modify its submittal.
  - d. Response Rejection. Submission of additional terms, conditions and/or agreements with the SOQ response may result in rejection.
4. **Award of Contract.**
- a. Rights of PMGAA. The PMGAA reserves the right to award to whichever Offeror(s) deemed most advantageous to the PMGAA. The PMGAA may reject any or all submittals, waive any minor informality in submittals received, reject any alternate submittals and reserves the right to reject the submittal(s) of any Offeror who has previously failed to perform competently in any contract with the PMGAA.
  - b. Selection. The contract shall be awarded using the criteria outlined in Section Two.
  - c. Notification. Prior to contract award, the selected successful Offeror(s) will be notified of their apparent selection for contract award, and (a) contract(s) will be drawn which will include by reference this solicitation and any other contractual language as may be required by the PMGAA or by law.



## Section Two – Special Instructions and Specifications

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### A. PROJECT DESCRIPTION

The SSCP Queue area current layout surpasses capacity during peak times of operation. This shortcoming was identified in the West Terminal Optimization Report as potential for expansion of the passenger processing functions in the Terminal and is now exacerbated by a recent increase in commercial passenger flight activity. This project not only increases passenger processing efficiency and capacity by expanding the Security Screening Checkpoint (SSCP) to the limits of design in the existing Terminal; it also provides added safety and security of the travelling public via new security hardening measures at Terminal entry points and an unmanned exit lane breach control device. As always, the ultimate goal of these improvements is to continue to provide a travelling environment that's 'Just Plane Easy' by accommodating passenger processing operations as normally as possible while under construction.

### B. SCOPE OF WORK

Provide CMAR services for the TSA Security Screening Checkpoint (SSCP) Queue and Terminal Improvements project (CIP-617) including, but not limited to, demolition and reconstruction of several rooms, modifications and additions to the existing SSCP queuing lanes including Travel Document Check podiums, relocation of the existing SSCP lane equipment and infrastructure, construction of one additional SSCP lane and equipment with infrastructure built for a second, three new coiling security grilles, cloud ceiling work, security hardening at the curbside via addition of bollards, addition of a law enforcement officer (LEO) portal, reconstruction of the checkpoint exit lane including the addition of an unmanned exit lane breach control device and associated mechanical, plumbing, electrical, life safety and special systems work.

The preliminary Architect's estimate for construction on this project is \$1,500,000.00.

See preliminary drawings posted on our website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurement | Public Notices section.

### C. MINIMUM REQUIREMENTS

1. Current Arizona Registrar of Contractors Class B-1 General Commercial License with first issuance not after January 1, 2013.
2. Ability to provide Bonds as required by the Contract Documents.
3. Ability to provide insurance in the amounts and times as specified in the Contract Documents.

### D. SUBMITTAL REQUIREMENTS

Contractors interested in responding to this solicitation should submit Statements of Qualifications (SOQ) which includes a one-page cover letter plus a maximum length of twelve (12) pages to address the SOQ criteria as specified and in the order listed in this Section II.

In responding to this Request for Statement of Qualifications, Offerors shall organize their SOQ submission in such a way as to follow the general evaluation criteria listed below. Information included within the SOQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.

1. **Cover Letter (one page):**
  - a. Identify the full company name, mailing address, telephone number, and email address for the person (preferably the designated or proposed project manager) who will serve as the firm's primary contact person for their SOQ, and provide company organization information
  - b. Provide a brief introduction of the company as it relates to the requested services



2. **Qualifications Criteria (maximum twelve pages):**

**Qualifications of Firm (15 points)**

- a. Firm's overall service capability as it relates to this project
- b. List and briefly describe at least three (3) comparable projects completed by your firm or currently in progress. For each project, include:
  - i. Role of your firm. If CMAR, identify the percent of work self-performed. Also, specify services provided during design
  - ii. Initial construction cost and final construction cost; briefly explain any variance
  - iii. Original contract construction duration and actual duration; briefly explain any variance
  - iv. Project owner, contact name, telephone number and address
  - v. Design consultant firm and contact name, telephone number and address if the project was a CMAR
- c. Describe in detail your firm's method for allocating management, supervision, labor, material and equipment resources to projects. Are your firm's methods different on CMAR projects? If so, how?
- d. Describe the methods your firm has in place for addressing project issues, contract modifications, and schedule recovery to maintain the completion date.
- e. List and describe your firm's capability and intent to proceed without delay if selected for this project.
- f. Provide a statement regarding your assurance that this engagement will not result in a conflict of interest
- g. Describe the firm's knowledge and experience with applicable federal and state and local regulations, policies and procedures as it relates to this project

**Project Team Experience & Qualifications (20 points)**

- a. Describe each team member's firm position; provide resumes of each proposed team member. List professional certifications, and any applicable coursework or training
- b. Briefly describe each team member's role on this project
- c. Provide "team" experience working together on similar projects
- d. Describe in detail what steps your firm will take to ensure that key personnel remain assigned to the project for its duration
- e. Describe your method of selection for subcontractors, if applicable.

**Project Understanding (35 points)**

- a. Discuss the major components, issues and challenges your team has identified on this project and how it intends to address them
- b. What risks have you identified on this project? How do you intend to manage these risks?
- c. Describe your planning, scheduling and project management tools

**Approach to Performing the Required Services (25 points)**

- a. Describe your firm's project management approach and team organization both during design and construction services. Describe processes, methods and systems used for planning, scheduling, estimating, and managing construction
- b. Describe your team's approach to coordinating with PMGAA, the designer, subcontractors and suppliers during the design and construction.
- c. Explain how you will manage construction quality control and subcontractors during the construction phase of the contract
- d. Describe your approach to operating within an agreed budget and schedule
- e. Describe the role subcontractors will play on your team and what benefits they will provide to your team, PMGAA, and the project

**Miscellaneous (5 points)**

- a. Identify any contracts or subcontracts held by the firm or officers of the firm, within the last ten years, which has been terminated. Identify any claims or issues arising from contracts, within the last ten years, which resulted in litigation, or arbitration, or could not be resolved through the owner's escalation level/issue resolution ladder or process. Briefly describe the circumstances and the outcomes.
- b. List all projects, within the last ten years, where Liquidated Damages were assessed for failure to complete the contract within the specified contract time, and explain why they were assessed

3. **Appendices**

- a. Attachment A: "Authorization for Release of Performance Information and Waiver" form shall be completed, signed and included in the SOQ.
- b. Attachment B: "Certificate of Insurability" form shall be completed, signed and included in the SOQ. Within ten days of execution of a contract with PMGAA, the successful Offeror shall furnish proof of insurance in the amounts listed in the forms of the sample CMAR contract attached (Attachment E).
- c. Attachment C: "Contractor License & Identity" form shall be completed, signed and included in the SOQ.
- d. Attachment D: "Agreement Review Statement" form shall be completed, signed and included in the SOQ.
- e. Resumes for proposed key team members, 2-page maximum for each resume.

**D. SUBMITTAL INSTRUCTIONS**

1. This SOQ may not exceed twelve (12) single-sided pages (maximum 8½" x 11") with a minimum of 11 pt. type. Submissions exceeding the page limit will be considered non-responsive and will be returned to the responder without further evaluation. Responders must submit one (1) original and four (4) copies of their Statements of Qualifications for a total of five (5) in addition to one (1) electronic copy of the complete proposal and all attachments.
2. The following information is not included in the page limit:
  - a. Cover letter on company letterhead, maximum of 1 page
  - b. Resumes for each key team member and any subcontractor, maximum of 2 pages each
  - c. Attachment A, Authorization for Release of Performance Information and Waiver
  - d. Attachment B, Certificate of Insurability
  - e. Attachment C, Contractor License & Identity Information
  - f. Attachment D, Agreement Review Statement
  - f. Any Addendum(s) issued by PMGAA
3. Do not include a table of contents or tab dividers. Submittals should be bound by plastic or metal three ring binder only. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.
4. Failure to include all information requested shall cause such incomplete statement of qualifications to be rejected and not be evaluated or considered in the selection process.
5. SOQs must be submitted in a sealed envelope with the solicitation number and the responder's name and address clearly indicated on the envelope. Statements of Qualification must be submitted to Marian Whilden, Airport Administration Office at 5835 S. Sossaman Road, Mesa, Arizona 85212 on or before July 20, 2017 by 1:00 pm (Arizona) time. **LATE STATEMENTS OF QUALIFICATIONS WILL NOT BE ACCEPTED.**

## SELECTION PROCESS

1. The PMGAA will appoint an evaluation panel to evaluate each Offeror's qualifications. Using the criteria and weighting listed herein, and in order of preference, the selection committee will rank the Offerors.
2. The PMGAA may contact and interview references provided by each Offeror.
3. The evaluation panel may then make a selection solely based on their collective evaluations of the Offerors' SOQs and references.
4. The evaluation panel may conduct interviews regarding the project with the short listed top-ranked Offerors.
5. The PMGAA intends to enter into negotiations with the highest ranked Offeror to finalize a Construction Manager At Risk contract for the project. If an agreement cannot be successfully negotiated with the highest ranked Offeror, then negotiations may be terminated with that Offeror and the Airport Authority may enter negotiations with the next highest ranked Offeror until an agreement is reached or an impasse is declared.
6. A notification will be posted on PMGAA's web site following a selection with a notice of intent to award.
7. Offerors are evaluated on any combination of the following elements: 1) Statements of Qualifications (SOQs) submitted in response to this Request; 2) reference verification; 3) interview performance (if conducted); and 4) any information from any source about the Offeror, whether included in the SOQ or not.
8. PMGAA may cancel this solicitation at any time for any reason or no reason, so long as such is legally permissible.
9. The following tentative schedule has been established for this solicitation:

|  |                     |
|--|---------------------|
| Pre-Proposal Meeting & Site Walkthrough                              | July 11, 2017       |
| Request for SOQ Closing Date/SOQ Due                                 | July 20, 2017       |
| Notification to Firms (for possible interviews and/or non-selection) | August 2, 2017      |
| Interviews (optional)  | Week of 8/14/17     |
| Notification to Firms (of final firm selection)                      | August 16, 2017     |
| Contract Negotiation Period  | August 24 – Sept 11 |
| Contract Award Recommendation to PMGAA Board of Directors            | September 19, 2017  |

**ATTACHMENT A**

**AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER**

The purpose of this disclosure is to provide references to the Phoenix-Mesa Gateway Airport Authority. I hereby consent that as an Offeror to Phoenix-Mesa Gateway Airport Authority Solicitation 2018-002-SOQ, Construction Manager At Risk for SSCP Queue and Terminal Improvements for Phoenix-Mesa Gateway Airport, I authorize those companies and government entities listed in my SOQ submittal and any other government entity for whom this company has performed construction services, to disclose and release to the Phoenix-Mesa Gateway Airport Authority, or their representatives, information, records and opinions concerning this company's past performance.

\_\_\_\_\_ (Company) hereby waives any claim it may have against the Phoenix-Mesa Gateway Airport Authority or any company or entity providing information to the Phoenix-Mesa Gateway Airport Authority by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one (1) year.

This consent or copy of this authorization shall be as valid and effective as the original.

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Date

**ATTACHMENT B**

**CERTIFICATE OF INSURABILITY**

I hereby certify that as an Offeror to Phoenix-Mesa Gateway Airport Authority Solicitation 2018-002-SOQ, Construction Manager At Risk for SSCP Queue and Terminal Improvements for Phoenix-Mesa Gateway Airport, I am fully aware of Insurance Requirements contained in the attached sample Construction Manager At Risk Construction Services Contract (Attachment E) and by the submission of this SOQ submittal, I hereby assure the Phoenix-Mesa Gateway Airport Authority that I am able to produce the insurance coverage required should I be selected to be awarded the Construction Manager At Risk Construction Services Contract.

Should I be awarded the Construction Manager At Risk Construction Services Contract by the Phoenix-Mesa Gateway Airport Authority, and then become unable to produce the insurance coverage specified within ten working days after signing a contract with PMGAA, I am fully aware and understand that the Phoenix-Mesa Gateway Airport Authority may not consider me for this and future projects and I forfeit any bond issued.

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Date

**ATTACHMENT C**

**CONTRACTOR LICENSE AND IDENTITY INFORMATION**

**Arizona Registrar of Contractors Commercial License No.:** \_\_\_\_\_

Select appropriate type. Contractor is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_

*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

**A Corporation**

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_

*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

A Joint Venture

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

Phone and facsimile number, and address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



**ATTACHMENT D**

**AGREEMENT REVIEW STATEMENT**

As an Offeror to Phoenix-Mesa Gateway Airport Authority Solicitation 2018-002-SOQ CMAR, SSCP Queue and Terminal Improvements, I hereby certify that I have reviewed the PMGAA standard Construction Manager At Risk Construction Services Contract (Attachment E) and have listed any objections to it below. The response shall clearly identify if the attached Construction Manager At Risk Construction Services Contract is acceptable in all respects. If the Agreement is not acceptable, the response shall identify the unacceptable clauses and shall provide suggested alternate language. General or vague statements or invitations to discuss further are not adequate answers.

I am aware any objections to the standard Construction Manager At Risk Construction Services Contract will be considered and included in the Airport Authority's evaluation of my firm's qualifications. I am also aware, if I fail to list any objections to the PMGAA's Construction Manager At Risk Construction Services Contract, I will not be allowed to raise any objections later if selected as the most qualified contractor.

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Date

Specific Objections:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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ATTACHMENT E

**SAMPLE**



**SECURITY SCREENING CHECKPOINT  
QUEUE AND TERMINAL IMPROVEMENTS**

**CONSTRUCTION MANAGER AT RISK  
CONSTRUCTION SERVICES CONTRACT**

**PROJECT NO. CIP-617**

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## EXHIBIT

- A – ACCEPTED GMP/PRICE PROPOSAL AND PROJECT SCHEDULE
- B – INSURANCE REQUIREMENTS
- C – COMPLIANCE WITH SPECIFIC GOVERNMENT PROVISIONS
- D – PROJECT SPECIFIC CONDITIONS & PROJECT PLANS AND SPECIFICATIONS (if any)
- E – DEFINITIONS

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**Phoenix Mesa Gateway Airport Authority**

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**Construction Manager at Risk****Construction Services****Project No.: CIP-617**

**THIS CONTRACT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Phoenix Mesa Gateway Airport Authority, a joint powers airport authority authorized by the state of Arizona, hereinafter called "Owner" and the "Construction Manager at Risk" or "CM@Risk" designated below.

NOW, THEREFORE, intending to be legally bound and for valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner and CM@Risk agree as follows:

**ARTICLE 1 – PARTICIPANTS AND PROJECT**

**Owner:** Phoenix-Mesa Gateway Airport Authority  
Project Manager: Erich Hanwell  
Telephone: 480-988-7655  
Fax: 480-988-2315  
E-mail: ehanwell@gatewayairport.com

**CM@RISK:** (Name)  
(Address)  
Arizona ROC No.:  
Federal Tax ID No.:  
CM@Risk Representative:  
Telephone:  
Fax:  
E-mail:

**DESIGN PROFESSIONAL:** DWL Architects & Planners, Inc.  
2333 North Central Avenue  
Design Professional: Sandra Kukla, AIA, LEED AP  
Telephone: 602-264-9731  
Fax: 602-264-1928  
E-mail: kukla@dwlarchitects.com

**PROJECT DESCRIPTION:**

The Security Screening Checkpoint (SSCP) Queue area current layout surpasses capacity during peak times of operation. This shortcoming was identified in the West Terminal Optimization Report as potential for expansion of the passenger processing functions in the Terminal and is now exacerbated by a recent increase in commercial passenger flight activity. This project not only increases passenger processing efficiency and capacity by expanding the Security Screening Checkpoint to the limits of design in the existing Terminal; it also provides added safety and security of the travelling public via new security hardening measures at Terminal entry points and an unmanned exit lane breach control device.

**ARTICLE 2 – CONTRACT DOCUMENTS****2.1 CONTRACT DOCUMENTS**

The Contract between Owner and CM@Risk shall consist of the following Contract Documents:

1. This Contract and all of its Exhibits, including subsequent Specifications and Plans
2. The SOQ requirements and documents (2018-002-SOQ CMAR)
3. General Conditions
4. General Provisions
5. Special Provisions
6. Any plans and drawings
7. Any amendments or modifications to the foregoing documents, including (a) a written amendments signed by both parties, (b) a Change Order, (c) a Change Directive, (d) Supplementary Instructions, or (e) a written order for a minor change in the work (collectively the "Contract").
8. Guaranteed Maximum Price (GMP)

**2.3 PROJECT SPECIFIC CONDITIONS**

If there are any additional conditions that apply to this Project, they are set forth in the attached Exhibit D, and are incorporated herein.

**2.4 PROJECT PLANS AND SPECIFICATIONS**

A detailed list of the Plans and Specifications for this Project are set forth in the attached Exhibit D.

**ARTICLE 3 – PRE-CONSTRUCTION SERVICES**

Although CM@Risk has performed Pre-Construction Services pursuant to a separate Contract between Owner and CM@Risk, the completion, quality and accuracy of those services and the deliverables provided by Owner thereunder directly impact CM@Risk's performance of its obligations under this Contract. Therefore, all of CM@Risk's obligations, duties, and warranties in relation to Pre-Construction Services and deliverables survive completion of the Pre-Construction Services Contract and are incorporated herein. Any breach of any of CM@Risk's duties, obligations, or warranties under the Pre-Construction Services Contract shall likewise be considered a breach of this Contract.

**ARTICLE 4 – CONSTRUCTION SERVICES****4.1 GENERAL**

- 4.1.1 CM@Risk agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the Project Schedule included in Exhibit A of this Contract.
- 4.1.2 CM@Risk shall provide all of the labor and materials, and perform the Work in accordance with the General Conditions and General Provisions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.
- 4.1.3 At all times relevant to the Contract and performance of the Work, the CM@Risk and its subcontractors shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Owner, the Project and the Contract, including, without limitation, those set forth on attached Exhibit C and Article 3 of the General Conditions.
- 4.1.4 CM@Risk shall perform the Work under this Contract using only those firms, team members and individuals designated by CM@Risk consistent with the Statement of Qualifications dated July 20, 2017, the GMP Proposal, or otherwise approved by Owner pursuant to the General Conditions. No other entities or individuals may be used without prior approval of the Project Manager.

- 4.1.5 CM@Risk will comply with all terms and conditions of the General Conditions, General Provisions and Special Provisions.
- 4.1.6 In the event of a conflict between this Contract and the General Conditions, General Provisions, Special Provisions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.
- 4.1.7 **Ownership of Work Product.** Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Owner. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, CM@R hereby transfers and assigns ownership of the copyright in such Work to Owner. The rights in this section are exclusive to Owner in perpetuity.
- 4.2 CM@R'S PRE-CONTRACT AND PRE-WORK DELIVERABLES**
- The CM@Risk will provide the insurance and bond(s) requirements in accordance with Article 11 of the General Conditions prior to any work commencing.
- Owner will obtain and pay for all permits necessary for the work.
- 4.3 PRE-CONSTRUCTION CONFERENCE**
- CM@Risk shall attend the Pre-Construction Conference.
- 4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)**
- CM@Risk shall perform the Work in accordance with the General Conditions.
- 4.5 CONTROL OF THE PROJECT SITE**
- CM@Risk shall control and maintain the Project Site in accordance with Article 4 of the General Conditions.
- 4.6 PROJECT SAFETY**
- CM@Risk shall implement and enforce Project safety in accordance with Article 10 of the General Conditions.
- 4.7 MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**
- CM@Risk shall provide materials testing and submit substitute materials and Shop Drawings in accordance with Article 3 of the General Conditions.
- 4.8 PROJECT RECORD DOCUMENTS**
- CM@Risk shall maintain and make available the Project Record Documents in accordance with Article 3.12 of the General Conditions.
- 4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK**
- CM@Risk shall provide warranties and correct defective Work in accordance with Article 3.6 of the General Conditions.

## **ARTICLE 5 – OWNER RESPONSIBILITIES**

- 5.1** Owner shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth throughout the Contract Documents.
- 5.2** Additional information to be provided by Owner, if any, is listed below:

Final contract documents, including, but not limited to General Conditions, General Provisions, Special Provisions, applicable as-built drawings, stamped Construction Documents and Technical Specifications.

## **ARTICLE 6 – CONTRACT TIME**

**Contract Duration is a fixed date with a Final Completion no later than February 28, 2018.**

### **6.1 CONTRACT TIME**

- 6.1.1 The Contract Time shall start with the Notice to Proceed (“NTP”) and end with Final Acceptance, as set forth in Article 6.4 below. The Notice to Proceed cannot be issued prior to the approval and acceptance by Owner of the GMP or Fixed Price.
- 6.1.2 CM@Risk agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.
- 6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

### **6.2 PROJECT SCHEDULE**

The Project Schedule approved as part of the GMP Proposal and incorporated herein as part of the attached Exhibit A shall be updated and maintained throughout CM@Risk’s performance under this Contract in accordance with Article 3 of the General Conditions.

- 6.2.1 Failure on the part of CM@Risk to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination for cause of this Contract by Owner.

### **6.3 SUBSTANTIAL COMPLETION**

Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Article 9.8 of the General Conditions.

### **6.4 FINAL COMPLETION AND FINAL ACCEPTANCE**

- 6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule.
- 6.4.2 Final Completion will be determined, and a Final Acceptance will be issued, pursuant to Article 9.9 of the General Conditions.

### **6.5 LIQUIDATED DAMAGES**

- 6.5.1 **Final Completion Liquidated Damages.** For the same reasons set forth in Article 6.5.1 above, Owner and CM@Risk further agree that if CM@Risk fails to achieve Final Completion of the Work within the time set forth in Article 6.4.1 above, Owner shall be entitled to retain or recover from CM@Risk, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

**\$2,000.00 per calendar day.**

- 6.5.2 Owner may deduct liquidated damages described in this Article 6.5 above from any unpaid amounts then or thereafter due CM@Risk under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due CM@Risk shall be payable to Owner at the demand of Owner, together with interest from the date of the demand at the highest lawful rate of interest payable by CM@Risk.



**ARTICLE 7 – CONTRACT PRICE****7.1 CONTRACT PRICE**

7.1.1 In exchange for CM@Risk's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Owner will pay CM@Risk the "Contract Price" which:

The sum of the CM@Risk's Fee and reimbursable Cost of the Work, which the CM@Risk guarantees will not exceed the GMP set forth in Exhibit A, in the amount of \$ \_\_\_\_\_. Costs which would cause the GMP to be exceeded shall be paid by CM@Risk without reimbursement from Owner.

7.1.2 The Contract Price is all-inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes any type necessary to fully, properly and timely perform and construct the Work encompassed in attached Exhibit A.

7.1.3 The contract price may only be changed as set forth in the Contract Documents.

7.1.4 Only costs specifically designated as reimbursable costs are eligible for payment by Owner or may be charged against the Contract Price. All other costs will not be paid by Owner and shall not be chargeable against the Contract Price.

7.1.5 For Contracts, Change orders, or Job Orders reimbursable costs shall be determined pursuant to MAG Specifications 109.5.

**7.2 ALLOWANCES**

Contractor shall include in the Contract Price all Allowances stated in the Contract Documents and agreed to in writing by Owner. Items covered by these Allowances shall be supplied for such amounts and by such persons as Owner may direct, provided Contractor will not be required to employ persons against whom Contractor makes a reasonable objection. Materials and equipment under an Allowance shall be selected by Owner in accordance with a schedule to be mutually agreed upon by Owner, Design Professional and Contractor or otherwise in reasonably sufficient time to avoid delay in the Work.

7.2.1 Unless otherwise provided in the Contract Documents:

7.2.1.1 These Allowances shall cover the cost to Contractor, less any applicable trade discount, of the Materials and equipment required by the Allowances, delivered at the Site, and all applicable taxes;

7.2.1.2 Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses relating to Materials and Equipment required by the Allowance shall be included in the Contract Sum and not in the Allowance; and

7.2.1.3 Whenever the cost is more or less than the Allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize the difference between actual costs for an Allowance item and the amount of the Allowance item and changes, if any, in handling costs on the Site, labor, installation costs, overhead, profit and other expenses.

**7.3 CONTINGENCY**

An agreed to amount in the GMP that may only be used in accordance with the terms set forth in these General Conditions and with prior written approval by Owner.

**7.4 FINAL PAYMENT**

If the Contract Price is based upon a GMP, as a further condition precedent to Final Payment by Owner, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as Owner may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date.

Any excess payments by Owner, as determined by the Project Manager, shall be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor shall be refunded by Contractor to Owner. Disputes relating to the Final Cost of the Work shall be subject to Owner's audit rights under Article 13.14 of the General Conditions and 7.5 below, and the dispute resolution process under Article 4 of the General Conditions.

#### **7.5 OPEN BOOK**

On any GMP-based or Change Order, Owner may attend any and all meetings or discussions pertaining to the Project, including bid openings, and shall have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

#### **ARTICLE 8 – PAYMENT**

Payments shall be made to CM@Risk in accordance with Article 9 of the General Conditions and Article 7 above.

#### **ARTICLE 9 – CHANGES TO THE CONTRACT**

Changes to the Contract may be made in strict accordance with Article 7 of the General Conditions.

#### **ARTICLE 10 – SUSPENSION AND TERMINATION**

This Contract may be suspended and/or terminated in accordance with Article 14 of the General Conditions.

#### **ARTICLE 11 – INSURANCE AND BONDS**

- 11.1 CM@Risk shall provide insurance as provided on the attached Exhibit B, and in accordance with Article 11 of the General Conditions. CM@Risk shall provide proof of such insurance and all required endorsements in forms acceptable to Owner prior to commencing any Work under this Contract.
- 11.2 CM@Risk shall provide performance and payment bonds to Owner in accordance with Article 11 of the General Conditions and A.R.S. § 34-610(A).
- 11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Owner will be material breach and grounds for termination for cause of this Contract by Owner.

#### **ARTICLE 12 – INDEMNIFICATION**

CM@Risk shall have and assume the indemnity obligations set forth in Article 3 of the General Conditions.

#### **ARTICLE 13 – DISPUTE RESOLUTION**

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Article 4 of the General Conditions.

#### **ARTICLE 14 – MISCELLANEOUS PROVISIONS**

This miscellaneous provisions set forth in Article 13 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

**“OWNER”**

**PHOENIX MESA GATEWAY AIRPORT AUTHORITY,  
a joint powers airport authority, authorized by the  
state of Arizona**

**“CM@RISK”**

**COMPANY NAME**

By: \_\_\_\_\_  
J. Brian O’Neill, A.A.E.

Title: Executive Director/CEO

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Official Record Keeper

By: \_\_\_\_\_

**EXHIBIT A – ACCEPTED GMP/PRICE PROPOSAL AND**  
**PROJECT SCHEDULE**

All terms and conditions are set forth in the Contract. Any terms and conditions and/or exceptions noted in the CM@R's proposal, GMP, or other documents do not apply unless agreed to in this Contract or an approved addendum.

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## **EXHIBIT B – INSURANCE REQUIREMENTS**

### **MINIMUM INSURANCE REQUIREMENTS**

The CM@Risk and its Subcontractors shall purchase from and maintain in a company or companies authorized to do business in Arizona the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM@Risk, his agents, representatives, employees, or subcontractors. Such insurance shall be effective for the duration of the contract and for ten (10) years thereafter.

**Workers' Compensation.** Workers' Compensation insurance with statutory limits as required by the State of Arizona and Employer's Liability insurance with limits of no less than \$1,000,000 per occurrence for bodily injury, \$1,000,000 per employee for bodily injury by disease and a \$1,000,000 policy limit for bodily injury by disease. Such Workers' Compensation insurance will cover obligations imposed by federal and state statutes having jurisdiction of CM@Risk's or Subcontractors' employees while performing work at locations other than the Site and shall cover CM@Risk's employees after Substantial Completion of the work and Subcontractor's employees after Subcontractor has substantially performed its Subcontract.

**Commercial General Liability.** Commercial General Liability insurance, with a combined single limit of \$5,000,000 per occurrence and in the annual aggregate. Such insurance shall include coverage for Bodily Injury, Property Damage, Personal Injury, Broad Form Property Damage (including Completed Operations), Contractual, Contractors Protective, Products and Completed Operations, and the hazards commonly referred to as "XCU." This insurance shall also be required for work performed at locations other than the Site, shall cover CM@Risk after Substantial Completion of the work, and shall cover Subcontractor after Subcontractor has substantially performed its Subcontract. Further, this insurance shall contain a severability of interest provision.

**Business Automobile Liability.** Business Automobile Liability insurance, with a combined single limit no less than \$5,000,000 combined single limit per accident for Bodily Injury and Property Damage with respect to all vehicles used in performance of the work on or off the Site, whether owned, non-owned, leased, hired, assigned, or borrowed.

**Builders Risk.** An "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name the Phoenix Mesa Gateway Airport Authority as a loss payee as their interest may appear.

**Additional Insured.** The policies required for Commercial General Liability and Business Automobile Liability herein shall be endorsed to include Phoenix-Mesa Gateway Airport Authority and the Engineer and their officers employees, successors and assigns as additional insured, shall provide that the insurance shall be primary, and shall stipulate that any insurance carried by the additional insured and their officers or employees, shall not be contributory insurance.

**Waiver.** CM@Risk and its Subcontractors waive all rights of recovery against Phoenix-Mesa Gateway Airport Authority and the Engineer, their directors, officers, employees, successors and assigns, and shall require its insurers to waive all rights of subrogation against Phoenix-Mesa Gateway Airport Authority and the Engineer, and all of their respective directors, officers, employees, successors and assigns.

**Certificates of Insurance.** Before commencing any work under this Contract, CM@Risk shall furnish Owner with Certificates of Insurance issued by CM@Risk's and Subcontractors' insurer(s), as necessary, in a form

acceptable to Owner, as evidence that the insurance policies, including all applicable endorsements, providing the coverage, conditions, and limits required by this section and those contained in Article 11 of the General Conditions, are in full force and effect. Owner has the right to request and receive promptly from the CM@Risk certified copies of any or all of such insurance policies and/or endorsements. Owner will not be obligated, however, to review such certificates, policies, and endorsements, or to advise CM@Risk of any deficiencies in such documents, and such receipts shall not relieve CM@Risk from, or be deemed a waiver of, Owner's right to insist on strict fulfillment of CM@Risk's obligations hereunder.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to, and approved by, Owner. At the option of Owner, either: the CM@Risk shall reduce or eliminate such deductibles; or the CM@Risk shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**Claims Made Policy.** No Claims Made policies, other than Professional Liability, Cyber Liability or Pollution Legal Liability (if applicable to this Contract), will be accepted.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than "A-" unless otherwise acceptable to the Owner.

**Subcontractors.** CM@Risk shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CM@Risk shall ensure that Owner is an additional insured on insurance from subcontractors.

**Special Risks or Circumstances.** Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances

## **EXHIBIT C – COMPLIANCE WITH SPECIFIC GOVERNMENT PROVISIONS**

### **CIVIL RIGHTS - GENERAL**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### **CIVIL RIGHTS – TITLE VI ASSURANCES**

#### **TITLE VI COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

**Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.



**Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the owner to enter into any litigation to protect the interests of the owner. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

## TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

This contract and all subcontracts that result from this contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**EXHIBIT D – PROJECT SPECIFIC CONDITIONS & PROJECT PLANS AND SPECIFICATIONS****1. Special Conditions – See attached Project Specific Provisions****2. Technical Specifications**

Specification Title: \_\_\_\_\_ Date: \_\_\_\_\_

**3. Plans**

Drawing Title: \_\_\_\_\_ Date: \_\_\_\_\_

Project Number: \_\_\_\_\_

Drawing 'A' Number: A-\_\_\_\_\_ to A-\_\_\_\_\_

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## **EXHIBIT E – DEFINITIONS**

Allowance – A specific amount for a specific item of Work, if any, that Owner agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the Owner) at the time the Contract Price is agreed to for Contractor to provide a definitive price. Allowances shall be treated in accordance with Article 7.2 above.

Baseline Cost Model – A breakdown and estimate of the scope of the Project developed by CM@Risk.

CM@Risk or Construction Manager at Risk – The person or firm selected by Owner to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Contract with Owner. In these General Conditions, the term “Contractor” includes CM@Risk under both Pre-Construction and Construction Services Contracts.

CM@Risk Fee or Contractor's Fee – An agreed to percentage in an accepted GMP that represents the Contractor's fee for performance of the Work.

Contract Documents – Where compensation under the Contract is based upon a GMP accepted by Owner, the term “Contract Documents” also includes the accepted GMP Proposal.

Contract Price – Where compensation under the Contract based upon a GMP accepted by Owner, the term “Contract Price” refers to the GMP.

Cost-Based Contract, Change Order, or Job Order – A Contract, Change Order, or Job Order where the Contract Price is based upon the actual cost of performing the Work, subject to the terms of the Contract Documents. These would include those generally referred to as “Cost of the Work plus a Fee with a GMP,” “Time and Materials,” or “Cost Plus a Fee.”

Cost of the Work – The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work shall include only those costs set forth in Article 7 above.

Deliverables – The work products prepared by Contractor in performing the scope of work described in the Contract. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are limited to: the Baseline Cost Model and Schedule that validate Owner's plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in this Contract or required by the Project Team.

Pre-Construction Services Contract – The Contract entered into between Owner and the CM@Risk for Pre-Construction Services to be provided by the CM@Risk, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by Owner and a Construction Contract is entered into between Owner and CM@Risk, the duties, obligations and warranties of the CM@Risk under the Pre-Construction Services Contract survive and are incorporated into the resulting Construction Contract.

Pre-Construction Services – The services to be provided under a Pre-Construction Services Contract.

Detailed Project Schedule – The Detailed Project Schedule developed by the CM@Risk for the review and approval of the Owner.

GMP Plans and Specifications – The plan and specifications upon which the Guaranteed Maximum price Proposal is based.

GMP Proposal – The proposal of Contractor submitted for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP – The Guaranteed Maximum Price set forth in the Contract.

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