

**PRECONSTRUCTION AGREEMENT BETWEEN  
SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48  
AND  
McCARTHY BUILDING COMPANIES, INC.**

THIS PRECONSTRUCTION AGREEMENT (this “Agreement”) is made this 26th day of October, 2021, by and between the Scottsdale Unified School District No. 48, a political subdivision of the State of Arizona (the “District”), and McCarthy Building Companies, Inc. a/n Arizona corporation (the “Construction Manager”), for design phase review and pre-construction services related to bond projects for additions, renovations and improvements for Pueblo Elementary School Remodel School (the “Project”). The District and the Construction Manager are referred to herein individually as a “Party” and collectively as the “Parties.”

**ARTICLE 1  
GENERAL**

1.1 Project Summary. The Construction Manager shall perform all pre-construction services set forth in Article 2 below (the “Pre-Construction Services”). The Construction Manager will also coordinate with and provide comments to BWS Architects (the “Project Designers” or “Architect”) to ensure that the Project design is constructible within the established budget.

1.2 Phased Agreement. The Services contemplated by this Agreement shall be carried out in several distinct phases. The initial Services shall be to provide Pre-Construction Services pursuant to this Agreement including (A) such environmental investigation services as applicable pursuant to Section 2.1 below, (B) review of the Project Designers’ Construction Documents pursuant to Section 2.2 below and (C) the Pre-Construction Phase General Services, pursuant to Section 2.3 below (the “Pre-Construction Phase General Services”). The Construction Manager shall be compensated up to a stipulated not-to-exceed total fee for the Pre-Construction Services as set forth in Section 3.1 below.

1.3 Definitions.

A. “Additional Services” means services not initially included as part of the Work, but which are later identified as necessary or desirable by the District.

B. “Applicable Law” means any law, rule, code, regulation, requirement, action, determination, guideline, or order of, or any legal entitlement issued by, any governmental body having jurisdiction, applicable or relating to the design, permitting, construction, equipping, financing, ownership, possession, or any other transaction or matter contemplated hereby relating to the design and construction of the Project.

C. “Change Directive” means a written order prepared and signed by the District and the Construction Manager, approving a change in the work that does not require an adjustment in the contract price or the contract time.

D. “Change Order” means a contract amendment issued after execution of this Agreement or future Guaranteed Maximum Price (“GMP”) Amendments signed by the District,

Construction Manager and other parties, as may be required or appropriate, agreeing to an addition, deletion or revision in the scope of work, an adjustment to the contract price, an adjustment to the contract time or other modifications to contract terms.

E. “Construction Documents” means the plans, Specifications and drawings prepared by the Project Designers after correcting for permit review requirements, and as approved by the District designee. The Construction Documents, once approved by the District as 100% complete, shall be attached hereto as Exhibit A and incorporated herein by reference.

F. “Contract Documents” means all of the following:

1. Change Orders and written amendments to this Agreement and to any potential Construction Manager at Risk Agreement, including any amendments signed by both the District and the Construction Manager.

2. This Agreement.

3. The Construction Documents.

4. Any Construction Management At Risk Agreement signed between the parties.

5. The Construction Manager’s Guaranteed Maximum Price Proposals (the “GMP Proposals”) if accepted by the District, including but not limited to:

a. The Construction Manager’s proposed scope of services and fee breakdown for each GMP Proposal (the “Scope”).

b. The Master Schedule relating to the applicable Scope developed in accordance with Subsection 2.3(C) below and updated as set forth in this Agreement.

6. The District’s Request for Qualifications (the “RFQ”) attached hereto as Exhibit B and incorporated herein by reference.

7. The Construction Manager’s response to the District’s RFQ attached hereto as Exhibit C and incorporated herein by reference.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above.

G. “Cost Model” is defined as set forth in Subsection 2.3(D) below.

H. “Pre-Construction Fee” means the portion of Construction Manager’s compensation as set forth in Subsection 3.1 below.

I. “Day(s)” means calendar day(s) unless otherwise specifically noted in the Contract Documents.

J. “Environmental Conditions” means collectively, Hazardous Materials and Underground Storage Tanks.

K. “Environmental Damages” means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, including, without limitation, attorney’s fees, that are incurred at any time as a result of the existence of Environmental Conditions upon, about or beneath the Project Site or migrating or threatening to migrate to or from the Site, and including, without limitation:

1. Damages for personal injury, or injury to property or to natural resources occurring upon or off the Site.

2. Fees incurred for the services of attorneys, consultants, the Construction Manager, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Environmental Conditions or violation of Environmental Requirements.

3. Liability to any third party or governmental agency or political subdivision to indemnify such party, agency or political subdivision for costs expended in connection with the items listed in Subsections 1.3(K)(1) and (2) above.

L. “Environmental Requirements” means all applicable laws, statutes, regulations, rules, ordinances, common law codes, licenses, permits, orders and similar items of all governmental agencies or other instrumentalities of the United States, the State of Arizona, Maricopa County and all applicable, judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

1. (a) Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) (42 U.S.C. § 9601, *et seq.*), as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended from time to time, and regulations promulgated thereunder; (b) defined as a “regulated substance” within the meaning of Subtitle I of the Resource Conservation and Recovery Act (“RCRA”) (42 U.S.C. § 6691 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (c) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1321), as amended from time to time, and the regulations promulgated thereunder, or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), as amended from time to time, and the regulations promulgated thereunder; (d) the Clean Air Act (42 U.S.C. § 7401 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (e) regulated under the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.*); (f) Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 *et seq.*); (g) the Solid Waste Disposal Act (42 U.S.C. § 6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder; or (h) defined as

“hazardous”, “toxic”, or otherwise regulated, under any Environmental Requirements adopted by the state in which the Site is located, or its agencies or political subdivisions.

2. Asbestos or asbestos-containing materials.

3. All requirements, including but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

4. All requirements pertaining to the protection of the health and safety of employees or the public.

M. “GMP Proposals” means any Guaranteed Maximum Price proposals agreed to between the parties.

N. “Hazardous Materials” means any substance as defined under Environmental Requirements including:

1. The presence of which requires notification, investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law.

2. Which is or becomes defined as a “hazardous waste”, “hazardous substance”, pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto.

3. Which is petroleum, petroleum products, including crude oil or any fraction thereof not otherwise designated as a “hazardous substance” under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons; and, ethanol, methyl tertiary butyl ether or derivatives or constituents of or vapors from any of the foregoing.

4. Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality of the United States or the State of Arizona.

5. The presence of which on the Project Site causes or threatens to cause a nuisance upon the Project Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Project Site.

6. The presence of which on adjacent properties could constitute a trespass by the Construction Manager or the District.

O. “Master Schedule” is defined as set forth in Subsection 2.3(C) below.



P. “Schedule of Values” is defined as set forth in Subsection 2.3(D) below.

Q. “Site” means the land or premises on which the Project is located.

R. “Subcontractor” means a person or entity employed or engaged by the Construction Manager or any person or entity directly or indirectly in privity with the Construction Manager to perform any portion of the Pre-Construction Services. The term Subcontractor does not include any separate contractor employed by the District.

S. “Underground Storage Tank” shall have the definition assigned to that term by § 9001 of RCRA, 42 U.S.C. § 6991, as amended, and also shall include: (1) any tank of 1,100 gallons or less capacity used for storing motor fuel; (2) any tank used for storing heating oil for consumption on the premises where stored; (3) any tank used for storing waste oil; (4) any septic tank; and (5) any pipes with oil dispensers connected to items listed.

1.4 Cooperative Relationship. The District and the Construction Manager agree to proceed with the Project on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, but without sacrificing quality.

1.5 District Representations.

A. Project Designer Selection. The District has contracted separately with the Project Designers to provide engineering and design for the Project.

B. District’s Project Manager. District has either designated a District staff member to act as District’s Project Manager and/or has contracted separately with a person, firm or corporation to act as District’s Project Manager. The District’s Project Manager has no design responsibilities of any nature. None of the activities of District’s Project Manager supplant or conflict with the design, budget, or any other services and responsibilities furnished by the Construction Manager, the Project Designers or sub-consultants. All instructions by the District relating to this Agreement will be issued or made through the District’s Project Manager. All communications and submittals of Construction Manager to the District shall be issued or made through the District’s Project Manager unless the District or the District’s Project Manager shall otherwise direct. The District’s Project Manager shall not unreasonably withhold approval for the Construction Manager to communicate directly with other District officials or the Project Designers. Throughout the term of this Agreement the District’s Project Manager shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Construction Manager and to call periodic conferences to be attended by the Construction Manager and the Construction Manager’s Subcontractors.

C. Limited Project Management. None of the District’s project management activities are intended to supplant or conflict with the design, budget, or any other services and responsibilities customarily furnished by the Construction Manager or its Subcontractors, except as otherwise specifically modified by this Agreement.

D. No Third Party Relationships. The Construction Manager assumes responsibility to District for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between District and any level of Subcontractor, including but not limited to any third-party beneficiary rights. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the District or the Construction Manager.

E. Requests for Information. The District shall examine requests for information/direction submitted by the Construction Manager and shall render decisions thereto promptly. The District shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work (1) in cooperation with the Construction Manager, (2) consistent with this Agreement and (3) in accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by the District.

F. Approvals. The District shall secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the Project.

G. Communication. The District, its representatives and consultants shall communicate with the Subcontractors only through the Construction Manager unless otherwise directed or permitted by the Construction Manager.

H. Notices. The District shall send to the Construction Manager, and shall require the Project Designers to send to the Construction Manager, copies of all notices and communications sent to or received by the District or the Project Designers relating to the Construction Manager's Services with respect to the Project.

#### 1.6 Construction Manager Representations.

A. Standards. The Construction Manager shall provide the professional management and construction services for the Project in accordance with the terms and conditions of this Agreement. The Construction Manager covenants with the District to furnish its skill and judgment with due care and in accordance with the highest standards of its profession and with Applicable Law in effect on the date of this Agreement or as subsequently amended.

B. Subcontractor Selection Program. In conjunction with its response to the District's RFQ, the Construction Manager submitted to the District a written procedure in conformance with ARIZ. REV. STAT. § 34-601 *et seq.*, as amended, for qualifications-based selection of Subcontractors to be utilized in completion of the Project (the "Subcontractor Selection Program"), which is attached hereto as Exhibit D and incorporated herein by reference. The Construction Manager shall conduct a telephone and correspondence campaign to attempt to create interest among Subcontractors. The Construction Manager shall develop and coordinate procedures to provide answers to Subcontractors' questions. The Construction Manager shall use best efforts to utilize minority business enterprises, woman business enterprises and local contractors or suppliers. The Construction Manager shall ensure that each Subcontractor has secured the required business licenses, permits, insurance and bonds. Construction Manager will

be allowed to substitute Subcontractor Default Insurance in lieu of subcontractor bonding. The Construction Manager shall be solely responsible for ensuring that (1) the Subcontractor Selection Program is in conformance with Applicable Law and (2) all Subcontractors are selected in accordance with the Subcontractor Selection Program. The Construction Manager shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees for, from and against all claims, damages, losses and expenses (including, but not limited to, attorney fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the Construction Manager's failure to appropriately select its Subcontractors.

C. Key Personnel. The Construction Manager shall provide to the District a list of the proposed key project personnel of the Construction Manager and its Subcontractors to be assigned to the Project. This list shall include such information on the professional background of each of the assigned individuals as may be requested by the District. Such key personnel and consultants shall be satisfactory to the District and shall not be changed except with the consent of the District. The Construction Manager will maintain an adequate number of competent and qualified persons, as determined by the District, to ensure acceptable and timely completion of the Services described in this Agreement. If the District objects, with reasonable cause, to any of the Construction Manager's staff, the Construction Manager will take prompt corrective action acceptable to the District and, if required, remove such personnel from the Project and replace with new personnel with qualifications acceptable to the District. The District's approval of substituted personnel shall not be unreasonably withheld.

1.7 District and Subcontractors. The District will require the Construction Manager to contract directly with such Subcontractors as may be necessary for construction or supply of the Project. All such contracts shall be issued consistent with (A) the applicable provisions of this Agreement and (B) Applicable Law, including, but not limited to, the requirements of ARIZ. REV. STAT. § 34-603(N) relating to inclusion of the Project's physical location in all subcontracts.

1.8 Construction Manager to Other Project Participants. In providing the services described in this Agreement, the Construction Manager shall endeavor to maintain a working relationship with the Project Designers. The Project Designers are solely responsible for the Project design and shall perform in accordance with their respective agreements with the District. Nothing in this Agreement shall be construed to mean that the Construction Manager is responsible for the design of the Project or that the Construction Manager assumes any of the contractual or customary responsibilities or duties of the Project Designers or any other persons or parties not specified by this Agreement; provided, however, that the Construction Manager shall provide comment and input in the form of a value analysis and constructability review with respect to the Project Designers' designs as set forth in Section 2.2 below.

1.9 Data Confidentiality.

A. Data Defined. As used in this Agreement, "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 Construction Manager in the performance of this Agreement.

B. Confidentiality. The Parties agree, subject to Arizona public records law, that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Construction Manager in connection with the Construction Manager's performance of this Agreement is confidential and proprietary information belonging to the District.

C. Use of Data. The Construction Manager will not divulge data to any third party without prior, written consent of the District; except that Construction Manager can use information and pictures concerning the project in its website/marketing, with written consent of the District. The Construction Manager will not use the data for any purposes except to perform the Services required under this Agreement. These prohibitions will not apply to any of the following data, provided the Construction Manager has first given the required notice to the District:

1. Data that was known to the Construction Manager prior to its performance under this Agreement, unless such data was acquired in connection with work performed for the District.

2. Data that was acquired by the Construction Manager in its performance under this Agreement, and which was disclosed to the Construction Manager by a third party, who to the best of the Construction Manager's knowledge and belief, had the legal right to make such disclosure and the Construction Manager is not otherwise required to hold such data in confidence.

3. Data that is required to be disclosed by the Construction Manager by virtue of law, regulation, or court order.

D. Disclosure Notice. In the event the Construction Manager is required or requested to disclose data to a third party, or any other information to which the Construction Manager became privy as a result of any other contract with the District, the Construction Manager will first notify the District as set forth in this section of the request or demand for the data. The Construction Manager will timely give the District sufficient facts, such that the District can have a meaningful opportunity to either first give its consent or take such action that the District may deem appropriate to protect such data or other information from disclosure.

E. Return After Completion. The Construction Manager, unless prohibited by law, within ten (10) Days after completion of services for a third party on real or personal property owned or leased by the District, will promptly deliver, as set forth in this Section, a copy of all data to the District. All data will continue to be subject to the confidentiality requirements of this Agreement.

F. Construction Manager Responsible. The Construction Manager assumes all liability for maintaining the confidentiality of the data in its possession. For the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court.

## ARTICLE 2 PRE-CONSTRUCTION SERVICES

### 2.1 Environmental Investigation.

A. Discovery. Upon written notice from the District or upon the Construction Manager's discovery of Environmental Conditions on the Site, the Construction Manager shall recommend to the District areas of evaluation to be undertaken and contracted for by the District, for purposes of performing an investigation and analysis of the Site prior to demolition and excavation activities, to determine the presence of any Environmental Conditions on, in or under the Site. The District shall engage qualified personnel ("Environmental Engineers") via separate contracts ("Environmental Contracts") which shall provide for a commercially reasonable scope of investigation and costs approved by the District, and may provide for conducting the investigation and testing in phases acceptable to the District. The Environmental Contracts shall also provide that the environmental engineers shall begin their tests and inspections at the Site as soon as the District is able to arrange access to the Site, or any portions thereof, for such purposes. The Environmental Contracts shall provide that the Construction Manager, acting as Construction Manager for the District, shall coordinate and cooperate in the activities of the environmental engineers with the work.

B. Assessment; Remediation Analysis. The Environmental Contracts shall provide that the Environmental Engineers shall prepare such reports, feasibility studies and remedial plans in accordance with applicable local, state, and federal rules, regulations, and laws, including the federal "all appropriate inquiry" Standard and American Society for Testing and Materials, ASTM E §1527-13 ("Environmental Assessments") as may be reasonably necessary in order to identify and explain the quantity, scope and nature of the Environmental Conditions found to exist at the Site. The Environmental Assessments shall contain a detailed analysis of the Environmental Conditions discovered, and the actions ("Remedial Actions") required for the response, removal, cleanup or remediation of such Environmental Conditions (1) that are required by Environmental Requirements, or (2) that are reasonably necessary to mitigate Environmental Damages.

C. Impact on Master Schedule. The Environmental Contracts shall provide that the Environmental Engineers shall promptly provide the District and the Construction Manager with a copy of each Environmental Assessment, together with any other reports and test results generated pursuant to the Environmental Contracts. The Construction Manager shall, promptly after receipt of the foregoing matters from the Environmental Engineers, prepare and submit to the District a written report setting forth the Construction Manager's understanding of whether and to what extent any recommended Remedial Actions may result in an amendment to any master schedule created and the progress of the Project, at which time Construction Manager shall submit amended Master Schedule and Change Order for delays caused by District's Environmental Contracts.

D. Notice; Permitting. The Environmental Contracts shall require the Environmental Engineers to (1) give notice to the District of the presence of Environmental Conditions, (2) only upon the written consent of the District, give any necessary notice to the Federal government and the State of Arizona or other agencies of the presence of any

Environmental Conditions, (3) assist the District in negotiations with Federal and Arizona agencies concerning preparation and approval of a plan for clean-up to the extent required and (3) obtain all necessary permits to perform any Remedial Actions.

E. Remediation Contractors. If so instructed by the District, based upon the results of the Environmental Assessments, the Construction Manager shall assist the District with obtaining bids from remediation contractors (“Remediation Contractors”) suitably qualified and approved by the District to perform the Remedial Actions selected by the District. If the District elects to go forward with all or any portion of the Remedial Actions covered by the bids submitted, the District will so advise the Construction Manager in a written notice on or before the date that is sixty (60) Days after receipt of the foregoing matters from the Construction Manager. Thereafter, the District shall execute contracts with the selected Remediation Contractors (“Remediation Contracts”).

F. Coordination. Unless otherwise instructed, the Construction Manager, as agent for the District, shall be responsible for coordinating the work and services performed by the Remediation Contractors with the work for the Project.

G. Payment for Remediation. The District will make all payments due under the Environmental Contracts and the Remediation Contracts directly to the Environmental Engineers and the Remediation Contractors. Such payments will be based on requisitions, which requisitions shall be approved by the Construction Manager prior to submission to the District. All payments due under the Environmental Contracts, the Remediation Contracts and for Environmental Damages, shall not be a part of any applicable GMP, and shall be the sole responsibility of the District, except as expressly provided otherwise.

H. Additional Discovery. If, in the course of performance of the work or Pre-Construction Services, the Construction Manager encounters on the Site any Environmental Conditions not previously disclosed and remediated by the Environmental Engineers or the Remediation Contractors, the Construction Manager shall immediately suspend the work in the area affected and promptly thereafter report the condition to the District.

I. Construction Manager Responsibility. Except as set forth in Subsection 2.1(L) below, it is understood and agreed that with respect to any Environmental Conditions existing on the Site, the Construction Manager is not, and shall not be deemed to be, a generator, arranger, owner, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions. It is understood and agreed that the Construction Manager shall have no right to direct the means or methods of performance of any Environmental Engineer or Remediation Contractor.

J. District Indemnity. To the extent that the Construction Manager or the Subcontractors are not in violation of Subsection 2.1(L) below and to the extent sufficient appropriations are made, the District shall indemnify, defend and hold harmless the Construction Manager, the Subcontractors, and the directors, officers, agents and employees of each (the “Construction Manager Indemnitees”), for, from and against any Environmental Damages asserted against or sustained by such parties as a result of any of the Construction Manager Indemnities

being deemed or determined to be a generator, arranger, owner, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

K. Delay for Remedial Actions. The District acknowledges and agrees that the Construction Manager shall not commence or continue any demolition or construction activities on any portion of the Site on or in which Remedial Actions are to be performed until such Remedial Actions are to the point where construction activities will not interfere with such Remedial Actions, as evidenced by appropriate certification by the applicable Environmental Engineer and/or Remediation Contractor and any required approvals of any applicable government agencies. The Construction Manager agrees to use good faith efforts to adjust and reschedule its activities at the Site so as to minimize, to the extent reasonably practical, the adverse effect on the progress of the Work resulting from any Remedial Actions.

L. Hazardous Materials Prohibited. The Construction Manager shall not bring Hazardous Materials to the Site, and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. The Construction Manager shall comply, and shall cause the Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.

M. Construction Manager Indemnity. The Construction Manager shall indemnify, defend and hold harmless the District, its agents, representatives, officers and employees for, from and against any Environmental Damages asserted against or sustained by such parties as a result of any violation by the Construction Manager or the Subcontractors of any Environmental Requirements arising out of Subsection 2.1(L) above.

## 2.2 Review of Construction Documents; Design Remedies.

A. Program Evaluation. The Construction Manager will provide to the District a written evaluation of the District's proposed Project and Project budget, with recommendations as to the appropriateness of each, and an analysis as to how each contribute to successfully achieving the District's goal for the Project.

B. Design Document Review. The Construction Manager shall assist the District in reviewing the Construction Documents for clarity, consistency, constructability and coordination among the various contractors. The Construction Manager's first review of the Construction Documents shall occur at the 30% stage of the design for each component of the Project as designated by the District and shall be ongoing until 100% plans are final and complete for all phases of the Project. If the Construction Manager recognizes that portions of the Construction Documents are (1) in violation of Applicable Law or (2) in any way inadequate to achieve the intended result of the Project, the Construction Manager shall immediately notify the District in writing, describing the apparent violation or inadequacy.

1. The Construction Manager will periodically evaluate the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design, and other factors that may impact the Cost Model, GMP Proposals and/or the Master Schedule.

2. The Construction Manager will identify those additional surface and subsurface investigations that are required to provide the necessary information for the Construction Manager to construct the Project. After completion of pre-construction services and with Districts prior written approval, the Construction Manager may provide additional investigations to improve the adequacy and completeness of the Site condition information and data made available with the Construction Documents. The cost required to obtain such additional investigations will be included in the GMP.

3. The Construction Manager will meet with the Project team as required to review designs during their development. The Construction Manager will thoroughly familiarize itself with the evolving documents through conceptual design, preliminary design, and development of the Construction Documents (detailed design). The Construction Manager will proactively advise the Project team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The Construction Manager will also advise the Project team on proposed Site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Construction Documents. The Construction Manager will recommend cost effective alternatives.

C. Constructability and Bidability Reviews. The Construction Manager will conduct constructability and bidability reviews of the Construction Documents. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents, especially those related to clarity, consistency, and coordination of Work of Subcontractors and suppliers. The Construction Manager shall provide the District with a written report containing, at a minimum, (i) a summary of the research and analysis conducted, (ii) a detailed description of any constructability issues or challenges and (iii) recommendations for correcting any constructability issues or challenges.

1. Constructability Review. The Construction Manager will evaluate whether (a) the Construction Documents are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Construction Documents, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Construction Documents are practicable, and (g) the design has taken into consideration, efficiency issues concerning access and entrance to the Site, laydown and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.

2. Bidability Review. The Construction Manager will check cross-references and complementary Project drawings and sections within the Construction Documents and evaluate whether (a) the plans and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) the design provides as-built data, (d) Specifications include



alternatives in the event a requirement cannot be met in the field, (e) and the Project is likely to be subject to differing site conditions considering the data on subsurface conditions, physical conditions of existing surface and subsurface facilities and physical conditions of underground utilities made available by the design or resulting from conditions inherent to work similar to the Work.

3. Reports. The results of the reviews will be provided to the District in written reports clearly identifying all discovered discrepancies and inconsistencies in the Project, plans and Specifications with notations and recommendations made on the plans, Specifications and other Construction Documents. If requested by the District, the Construction Manager will meet with the District's Project Manager and Project Designers to discuss any findings and to review reports.

D. Notification of Variance or Deficiency. Construction Manager is responsible for assisting the Project Designers in ascertaining that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the Construction Manager recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations it will promptly notify the Project Designers and District in writing, describing the apparent variance or deficiency.

E. Value Analysis. The Construction Manager shall make recommendations to the District and the Project Designers with respect to constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction and separation of the Project into contracts for various categories of the Work. Construction Manager shall evaluate all design options to provide value analysis services and cost savings recommendations to the District. The Construction Manager shall consider options most effective in first costs as well as long term operational costs and life cycle costs when evaluating each design option. The Construction Manager shall submit to the District and Project Designers (1) written cost studies, (2) cost-benefit evaluations of each cost studies, (3) a formal report to the design team, (4) a final written analysis study document and (5) a tracking report for the increases or decreases in Project cost due to value engineering or scope changes. The District will decide which alternatives will be incorporated into the Project. The Project Designers will have full responsibility for the incorporation of the alternatives into the Contract Documents. The Construction Manager will include the cost of the alternatives into the Cost Model and any GMP Proposals.

F. Certification. At the completion of its review of the Construction Documents for each phase of the Project, the Construction Manager shall certify, without assuming engineering responsibility therefore, that the Construction Documents are sufficient and complete to build the respective portion of the Project within (1) the time available before the respective Substantial Completion date and (2) the Project budget. The Construction Manager's assistance in reviewing the Project design, Construction Documents and in making recommendations as provided herein is only for the purpose of providing advice to the District. Nothing in this Subsection shall relieve the Project Designers of their respective responsibility for the Construction Documents.

G. Construction Manager Not Responsible for Design. Notwithstanding the foregoing, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design and contents of the Construction Documents. By assisting with the reviews described herein, the Construction Manager is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and Construction Documents.

## 2.3 Pre-Construction Phase General Services.

A. Personnel; Project Meetings; Project Analysis. The Construction Manager will meet with the District, the Project Designers and all the other Project stakeholders to fully understand the program, the Construction Documents and all other aspects of the Project. The Construction Manager shall attend the regularly scheduled meetings with the District and the Project Designers to advise the District on matters of Site use, improvements, selection of materials, building methods, construction details, building systems, equipment, phasing and sequencing.

1. The Construction Manager will provide pre-construction services, described herein, in a proactive manner and consistent with the intent of the most current Construction Documents. The Construction Manager will promptly notify the District in writing whenever the Construction Manager determines that any Construction Documents are inappropriate for the Project and or cause changes in the scope of Work requiring an adjustment in the Cost Model, Master Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

2. The Construction Manager, when requested by the District or at its own initiative, if sanctioned by the District, will attend, make presentations and participate as may be appropriate in public agency and/or community meetings, germane to the Project. The Construction Manager will assist the Project Designers in the preparation of drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.

## B. Construction Management Plan.

1. Preparing Plan. The Construction Manager will prepare a construction management plan (the "Management Plan"), that will detail, but not necessarily be limited to, the Construction Manager's determinations concerning: (a) Project milestone dates and the Master Schedule, including the broad sequencing of the design and construction of the Project; (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities; (c) alternate strategies for fast-tracking and/or phasing the construction; (d) separate bidding documents/packages and strategies for the early procurement of long-lead equipment and/or materials; (e) the number of separate subcontracts to be awarded to Subcontractors and suppliers for the Project construction; (f) permitting strategy; (g) safety and training programs; (h) construction quality control; (i) the Project Cost Model and basis of the model; (j) a matrix summarizing each Project team member's responsibilities and roles related to the Services; and (k) construction security.

2. Maintaining Plan. The Contract Manager shall keep the Management Plan current throughout the pre-construction services phase so that the Management Plan is ready for implementation at the start of the construction phase. The update/revisions will take into account: (a) revisions in Construction Documents; (b) the Construction Manager's examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the District, Project Designers or the Construction Manager; (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and rights-of-way; (d) the fast-tracking (if any) of the construction, or other chosen construction delivery methods; (e) the requisite number of separate bidding documents to be advertised; (f) the status of the procurement of long-lead time equipment and/or materials; and (g) funding issues identified by the District.

C. Schedule Development. In accordance with the Management Plan, the Construction Manager shall prepare a master schedule for the Project (the "Master Schedule"). In preparing the Master Schedule, the Construction Manager shall establish: (i) detailed Critical Path Method ("CPM") schedules for the pre-construction/design phase and the construction phase of the Project with concurrence of the District and the Project Designers, (ii) monitor the Project schedules during the pre-construction phase and ensure that the Master Schedule is updated as necessary and advise the District of any schedule deficiencies. The Construction Manager shall utilize Microsoft Project scheduling software to prepare, provide and maintain the detailed CPM schedules unless the District requests use of a different scheduling product.

1. Each Project team member is responsible for its compliance with the Master Schedule requirements. The Construction Manager will update and maintain the Master Schedule on behalf of and to be used by the Project team based on input from other team members. The Master Schedule will be consistent with the most recent revised/updated Management Plan. The Master Schedule will be presented in graphical and tabular reports as agreed upon by the Project team. The Master Schedule will include all tasks and deliverables required by each member of the Project team to identify long lead items, real property transactions, utility relocation activity, permitting requirements, etc. If Project phasing as described below is required, the Master Schedule will indicate milestone dates for the phases. The Master Schedule's activities will directly correlate with the Schedule of Values (as defined in Subsection 2.3(D)(4) below).

2. The Construction Manager will include and integrate in the Master Schedule the services and activities required of the District's Project Manager, Project Designers and Construction Manager, including all construction phase activities. The Master Schedule will detail activities to the extent required to show: (a) the coordination between conceptual design, schematic design, and development of the Construction Documents (detailed design), (b) separate long-lead procurements, (c) permitting issues, (d) land and right-of-way acquisition, if any, (e) bid packaging strategy and awards to Subcontractors and suppliers, (f) major stages of construction, (g) start-up, and (h) occupancy of the completed work by the District. The Master Schedule will include, by example and not limitation, proposed activity sequences and durations for design,

procurement, construction and testing activities, milestone dates for actions and decisions by the Project team, preparation and processing of Shop Drawings and samples, delivery of materials or equipment requiring long-lead time procurement, milestone dates for various construction phases, total Float for all activities, relationships between the activities, District's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Substantial Completion and when the Work would be ready for final acceptance.

3. The Master Schedule will be updated and maintained by the Construction Manager with assistance from the Project team throughout the pre-construction services phase such that it will not require major changes at the start of the construction phase to incorporate Construction Manager's plan for the performance of the construction phase Work. The Construction Manager will provide updates and/or revisions to the Master Schedule for use by the Project team, whenever required, but no less often than monthly; provided, however, that no such changes shall alter the date of Substantial Completion without the District's prior, written approval. The Construction Manager will include with such submittals a narrative describing its analysis of the progress achieved versus that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

4. Prior to transmitting Contract Documents to Subcontractors, the Construction Manager shall prepare a pre-proposal construction schedule for each part of the Project and make the schedule available to the Subcontractors. The Construction Manager shall provide a copy of the Master Schedule to the Subcontractors. As part of the notice of award by the Construction Manager to each Subcontractor, the Construction Manager shall inform each Subcontractor of the requirements for the preparation of the Master Schedule. Each Subcontractor shall prepare its own Subcontractor construction schedule in accordance with the requirements of the Contract Documents.

D. Cost Models; Cost Estimates and Schedule of Values. The Construction Manager shall provide the District with detailed cost information for all aspects of the Project. Each cost model will contain a detailed estimate of the direct cost (including materials, labor and equipment) pertaining to each aspect of the Project along with the cost of the contract bonds, the cost of the Project's required insurance, the cost of taxes, Construction Manager's general conditions, Construction Manager's fee and the amount of Construction Manager's Contingency and shall be consistent with such requirements as determined by the District or the Project Designers. The individual aspect cost models shall be collectively referred to as the "Cost Model."

1. As soon as practical during the conceptual design phase, the Construction Manager will review all available information regarding the design and scope of the Project, and based on the Construction Manager's experience in performing similar work, develop a Cost Model for review and approval by the District. Once approved by the District, the Cost Model will be continually updated and kept current as the design progresses throughout the pre-construction phase until a final GMP for the entire Project is established. The Cost Model will be the Construction Manager's best representation of the complete functional Project's construction costs. The Construction Manager will communicate to the Project team any assumptions made in preparing the Cost Model. The

Cost Model will support the Construction Manager's construction cost estimates and may be broken down initially as dictated by the available information. The Cost Model will also include allowances as agreed to by the Project team, including but not limited: (a) allowances for potential additional quantities and/or additional Work that the District may require, and (b) any costs related to investigations described in Subsection 2.1.

2. After receipt of the Project Designers' most current documents from certain specified design milestones, the Construction Manager will provide a detailed written report to the Project team regarding the impact of and changes to the Cost Model based on the Construction Manager's review of Construction Documents made available at the specified design milestone. The District's Project Manager, Project Designers and the Construction Manager will reconcile any disagreements on the estimate to arrive at an agreed upon estimate for the construction costs based on the scope of the Project through that specified design milestone. The design milestones applicable to this paragraph are: conceptual design completion, schematic design completion, and detailed design completion at 30%, 60%, 90% and 100%. If no consensus is reached, the District will make the final determination. If the Project team requires additional updates of the Cost Model beyond that specified in this Subsection, the Construction Manager will provide the requested information in a timely manner.

3. If, at any point, the estimate submitted to the District exceeds previously-accepted estimates or other key aspects of the Cost Model or the District's Project budget, the Construction Manager will make appropriate recommendations to the District's Project Manager and Project Designers on means/methods, materials, and/or other design elements that it believes will reduce the estimated construction costs, (without altering the District's basic program) such that it is equal to or less than the established Project budget.

4. Near completion of the 60% detailed design review and included with the associated report, the Construction Manager will also submit to the District for review and approval a "Schedule of Values" which complies with the following requirements. The Schedule of Values will highlight significant variances from any previously submitted preliminary Schedule of Values. The Schedule of Values will be directly related to the breakdowns reflected in the management plan and the Construction Manager's Cost Model. In addition, the Schedule of Values will: (a) detail unit prices and quantity take-offs, (b) segregate work covered by any changes to construction phase work already in progress, (c) reconcile used and remaining Construction Manager's Contingency (as defined in Subsection 3.3(D)(1) below) allowance, (d) detail all other allowances and unit price work shown and specified in the detailed Construction Documents and (e) material and equipment costs, labor costs, general conditions costs, hourly labor rates, payment for Pre-construction Services and total cost. Labor costs in the Schedule of Values will include employee benefits, payroll taxes and other payroll burdens. The total cost for any portion of the work to be performed by Subcontractors will include Subcontractor overhead and profit.

5. The Construction Manager will submit to the District a final Schedule of Values based on the 100% detailed design set of Construction Documents for

the entire Project or any portion thereof, which final Schedule of Values will also be included in any proposed GMP(s).

6. Upon request by the District, the Construction Manager will submit to the District a cash flow projection for the Project based on the current updated/revised Master Schedule and the anticipated level of payments for the Construction Manager during the pre-construction and construction phases. In addition, if requested by the District and based on information provided by the District, the Construction Manager will prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist the District in the financing process.

E. Traffic Control/Sequencing Plans. The Construction Manager shall provide the District with (1) a detailed traffic control plan and (2) construction sequencing plans.

F. Phasing; Long Lead Procurement. The Construction Manager shall review the Construction Documents and make recommendations to the District with respect to the phase issuance of the Construction Documents to facilitate phased construction of the work, if appropriate. The Construction Manager will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost. The Construction Manager may also recommend to the District and to the Project Designers a list and a schedule for purchasing items necessary for the Project which may require substantial lead time for procurement (the "Long Lead Items"), which may be separately procured by the District or included as a separate GMP, at the discretion of the District. The Construction Manager shall make such adjustments to the Master Schedule as necessary to accommodate the procurement process for the Long Lead Items. Upon purchase, the Construction Manager shall safeguard the Long Lead Items until installed as part of the Project.

G. Other Deliverables; Pre-Construction Progress Payments. The Construction Manager shall provide the District with written plans for the pre-qualification of Subcontractors (according to the Subcontractor Selection Program), subcontract bid packages, project safety, quality control, owner training and commissioning. The Construction Manager will prepare and submit monthly pay applications to the District for work performed during the specific payment period for the pre-construction phase of the Project.

### **ARTICLE 3**

#### **PRECONSTRUCTION CONTRACT PRICE**

##### **3.1 Pre-construction Phase Compensation.**

A. Project Designers' Services Not Included. The cost of services performed directly by the Project Designers are not included in the Construction Manager's compensation.

B. Amount. The District shall pay the Construction Manager an amount not to exceed Seven/Tenths of One Percent (.664%) of the Estimated Budget or \$129,500.00 for services performed during the Pre-construction Phase, as set forth in Article 2 above and in this Agreement.

3.2 Payment Data. The Construction Manager shall submit to the District, upon request, all payrolls, reports, estimates, records and any other data concerning the Pre-Construction Services performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all contracts between the Construction Manager and its Subcontractors and Consultants. The District may exercise its rights under this Section as often as reasonably necessary in the District's sole judgment to ensure the District has a complete and accurate understanding of all Project costs.

## **ARTICLE 4 CHANGES IN THE WORK**

4.1 Prescribed Methods for Changes. Changes in Construction Manager's Pre-Construction Services shall only be made by a written Change Directive or Change Order to this Agreement signed by the District and the Construction Manager. Changes involving (A) a change in the percentage payment for the Pre-Construction Services set forth in Section 3.1 above must be approved as an amendment to this Agreement and executed by the District and the Construction Manager. The Construction Manager shall not (A) perform any additional Services or (B) eliminate any duties included in the Services until a written amendment addressing the Change Order has been properly approved and executed by both Parties. The Construction Manager shall proceed to perform the Services required by the Change Order only after receiving written notice from the District directing the Construction Manager to proceed.

4.2 Change Control System. The Construction Manager shall establish and implement a change control system. All proposed changes shall first be described in detail in writing by the requesting party. The requesting party shall submit detailed information to the Construction Manager for evaluation concerning the costs and time adjustments, if any, necessary to perform the proposed changed work. The Construction Manager shall discuss the proposed change with the appropriate Subcontractor and endeavor to determine the Subcontractor's basis for the cost to perform the work. The Construction Manager shall make a recommendation to the District prior to the District's acceptance of all change requests.

4.3 No Obligation to Perform. The Construction Manager shall not be obligated to perform changed Pre-Construction Services until a Change Directive or a Change Order/amendment to this Agreement, as applicable, has been executed by the District and the Construction Manager.

## **ARTICLE 5 PAYMENTS**

5.1 Payments. Payments for Pre-construction Services shall be due and payable within thirty (30) Days following approval of the Construction Manager's monthly invoice by the District and the Architect. Payments due the Construction Manager that are unpaid for more than thirty (30) Days from the due date of the invoice shall bear interest at the statutory rate.

5.2 Payments to Subcontractors.

A. The Construction Manager shall pay its Subcontractors or suppliers within seven (7) Days of receipt of each progress payment from the District and as required by Arizona law. The Construction Manager shall pay for the amount of Pre-Construction Services performed or materials supplied by each Subcontractor or supplier as accepted and approved by the District with each progress payment. In addition, any reduction of retention by the District to the Construction Manager shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. The Construction Manager shall pay Subcontractors or suppliers the reduced retention within fourteen (14) Days of the payment of the reduction of the retention to the Construction Manager. No contract between the Construction Manager and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein or by Arizona law.

B. Failure to Timely Pay. The Construction Manager agrees that if it fails to make payments in accordance with these provisions, the District may take any one or more of the following actions:

1. Hold the Construction Manager in default under this Agreement.
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 District from the Construction Manager for a period not to exceed one year from Substantial Completion date of this Project.
4. Terminate this Agreement.
5. Make a claim against any bonds required.

C. No Waiver. Should the District fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

D. Inclusion in Subcontracts. The Construction Manager shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

### 5.3 Record Keeping and Finance Controls.

A. Retention Requirement. Records of the Construction Manager's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the District and the Construction Manager shall be kept on a generally recognized accounting basis and shall be available for three years after final completion of the Project.

B. Audit Rights. The District, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the Construction Manager's records to verify



the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders. The Construction Manager shall provide records as requested in connection with any audit pursuant to Section 9.14 of this Agreement within fifteen (15) business days of a request unless the parties otherwise agree.

C. Pricing Data Inaccuracies. The District reserves the right to decrease Contract Price and/or payments made on this Agreement, in an amount determined by the District in its sole discretion, if, upon audit of the Construction Manager's records, the audit discloses the Construction Manager has provided false, misleading, or inaccurate cost and pricing data.

D. Inclusion in Subcontracts. The Construction Manager shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the District, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

E. District Remedies. The District reserves the right to decrease payments made under this Agreement, in an amount determined by the District in its sole discretion, if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the District to audit their records to verify the accuracy and appropriateness of pricing data.

## **ARTICLE 6 INSURANCE AND INDEMNITY**

### **6.1 Insurance Representations and Requirements.**

#### **A. General.**

1. Insurer Qualifications. Without limiting any obligations or liabilities of the Construction Manager, the Construction Manager shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the District. Failure to maintain insurance as specified herein may result in termination of this Agreement at the District's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect the Construction Manager. The District reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Construction Manager from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the District, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until a written notice of Substantial Completion has been provided by the District.

5. Primary Insurance. Construction Manager's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the District as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, excluding Professional Liability but including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the District, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Construction Manager. Construction Manager shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the District. Construction Manager shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Construction Manager shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Article and insurance requirements set forth herein protecting the District and Construction Manager. Construction Manager shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Construction Manager will provide the District with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Construction

Manager's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The District shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Construction Manager's responsibility to forward renewal certificates and declaration page(s) to the District 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The District, its agents, representatives, officers, directors, officials and employees are additional insureds as follows:

i. Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

ii. Auto Liability – Under ISO Form CG 20 10 07 04 and CG 20 01 04 13 or equivalent.

iii. Excess Liability – Follow Form to underlying insurance.

b. Construction Manager's insurance shall be primary insurance with respect to performance of this Agreement.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against District, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Construction Manager under this Agreement.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11. Endorsements. Construction Manager shall provide the District

with the necessary endorsements to ensure District is provided the insurance coverage set forth in this Article.

B. Required Insurance Coverage.

1. Commercial General Liability. Construction Manager shall maintain “occurrence” form Commercial General Liability insurance with not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 20 10 07 04 and CG 20 01 04 13 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the District, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 07 04 and CG 20 01 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Construction Manager shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Construction Manager’s owned, hired and non-owned vehicles assigned to or used in the performance of the Construction Manager’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the District, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Construction Manager engages in any professional services or work in any way related to performing the work under this Agreement, the Construction Manager shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Construction Manager, or anyone employed by the Construction Manager, or anyone for whose negligent acts, mistakes, errors and omissions the Construction Manager is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

4. Workers’ Compensation Insurance. Construction Manager shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and

state statutes having jurisdiction over Construction Manager's employees engaged in the performance of work or services under this Agreement and shall 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.

5. Builder's Risk Insurance. Unless expressly waived by the District in a written amendment to this Agreement, the Construction Manager shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the District, the Construction Manager, and the Construction Manager's Subcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Construction Manager shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

6. Subrogation. The District and Construction Manager waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Subsection 6.B.5 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the District as fiduciary. The District and Construction Manager, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) Days' prior written notice to the District.

6.2 Indemnity. To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the District and each council member, officer, employee or agent thereof (the District and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Construction Manager, its officers, employees, agents, or any tier of subcontractor in connection with Construction Manager's work or services

in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

## **ARTICLE 7 TERMINATION AND SUSPENSION**

### **7.1 Termination by the Construction Manager.**

A. Procedure. Upon thirty (30) Days' written notice to the District of one of the reasons set forth below, and if the District fails to cure or initiate reasonable action to cure within thirty (30) Days of receipt of said notice, the Construction Manager may terminate this Agreement for any of the following:

- Day period:
1. If the Pre-Construction Services has been stopped for a sixty (60)
    - a. Under court order or order of other governmental authorities having jurisdiction; or
    - b. As a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available.
  2. If the Pre-Construction Services is suspended by the District for more than sixty (60) Days.
  3. If the District materially delays the Construction Manager in the performance of the Pre-Construction Services.
  4. If, due to no fault of the Construction Manager, the District fails to pay Construction Manager in accordance with this Agreement.
  5. If the District otherwise materially breaches this Agreement.

B. Payment to Construction Manager. Upon termination by the Construction Manager in accordance with Subsection 7.1(A) above, the Construction Manager shall be entitled to recover from the District payment for all Pre-Construction Services completed to the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead, extended general conditions and profit on the work performed. The District may subtract reasonable estimates of costs for deficient work from the payments noted above; however, Construction Manager has the right to dispute the District's determination.

### **7.2 Termination by the District for Cause.**

A. Construction Manager Default. If the Construction Manager refuses or fails to commence correction, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules,

regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Agreement, and such nonperformance or violation continues without commencement to cure for fifteen (15) Days after the Construction Manager receives written notice of such nonperformance or violation from the District, then the District may, without prejudice to any right or remedy otherwise available to the District, terminate this Agreement.

B. Construction Manager Insolvency. Upon the appointment of a receiver for the Construction Manager, or if the Construction Manager makes a general assignment for the benefit of creditors, the District may terminate this Agreement, without prejudice to any right or remedy otherwise available to the District, upon giving three (3) Days' written notice to the Construction Manager. If an order for relief is entered under the bankruptcy code with respect to the Construction Manager, the District may terminate this Agreement by giving three (3) Days' written notice to the Construction Manager unless the Construction Manager or the trustee does all of the following:

1. Promptly cures all breaches within such three (3) Day period.
2. Provides adequate assurances of future performance.
3. Compensates the District for actual pecuniary loss resulting from such breach(es).
4. Assumes the obligations of the Construction Manager within the established time limits.

7.3 Termination by the District for Convenience. The District may, upon thirty (30) Days' written notice to the Construction Manager, terminate this Agreement, in whole or in part, for the convenience of the District, without prejudice to any right or remedy otherwise available to the District. Upon receipt of such notice, the Construction Manager shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the District, the Construction Manager's sole and exclusive right and remedy shall be to be paid for all Pre-Construction Services performed and to receive equitable adjustment for all work performed through the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead and profit on the work performed. The Construction Manager shall not be entitled to be paid any amount as profit for unperformed work or services or consideration for the termination of convenience by the District.

7.4 Suspension by the District for Convenience. The District may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the District may determine to be appropriate for its convenience, but not in abrogation of the rights given Construction Manager in Section 7.1 above.

## **ARTICLE 8 DISPUTE RESOLUTION**

8.1 Work Continuance and Payment. Unless otherwise agreed in writing, Construction Manager shall continue the Pre-Construction Services and maintain the Schedule of the work during any dispute resolution proceedings. If Construction Manager continues to perform, Owner shall continue to make payments in accordance with this Agreement.

8.2 Direct Discussions. If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

8.3 Mediation. If direct discussions pursuant to Section 8.2 do not result in resolution, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

8.4 Binding Dispute Resolution. If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

☒ Arbitration using:

☒ the current Construction Industry Arbitration Rules of the AAA and administered by the AAA;

or the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS.

Unless the Parties mutually agree otherwise in writing, the administration of the arbitration shall be as mutually agreed by the Parties. In order to preserve the quality of the proceedings, unless it is agreed to otherwise by the parties, the arbitrator(s) selected shall have construction litigation experience of at least fifteen (15) years.

8.5 Costs. The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.



8.6 Venue. To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

8.7 Multiparty Proceeding. All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

8.8 Lien Rights. Nothing in this article shall limit any rights or remedies not expressly waived by Construction Manager which Construction Manager may have under applicable statutes regarding liens.

## **ARTICLE 9 ADDITIONAL PROVISIONS**

9.1 Confidentiality. The Construction Manager shall not disclose or permit the disclosure of any confidential information except to its agents, employees and Subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement.

9.2 Limitation and Assignment. The District and the Construction Manager each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the District nor the Construction Manager shall assign or transfer its interest in this Agreement without the written consent of the other, except that the Construction Manager may assign accounts receivable to a commercial bank for securing loans without approval of the District. Nothing contained in this Section shall prevent the Construction Manager from employing such consultants, associates or Subcontractors as the Construction Manager may deem appropriate to assist in performance of the Services hereunder.

9.3 Entire Agreement. This Agreement represents the entire and integrated agreement between the District and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager. Nothing contained in this Agreement is intended to benefit any third party. Subcontractors, if any, and the Project Designers are not intended third-party beneficiaries of this Agreement.

9.4 Severability. If any provision of this Agreement is held as a matter of law to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be enforceable without such provision.

9.5 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or neuter.

9.6 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail,

registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the District:                      Scottsdale Unified School District No. 48  
Mohave District Annex  
8500 E. Jackrabbit Rd.  
Scottsdale, AZ 85250  
ATTN: Superintendent

If to Project Designers:              BWS Architects  
341 E. Camelback Road, #100  
Phoenix, AZ 85012  
ATTN: Sue Gray

If to Construction Manager:        McCarthy Buildings Companies, Inc.  
225 N 24th St UNIT 200  
Phoenix, AZ 85016  
Attn: Justin Kelton, President of Southwest Region

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

9.7     Governing Law. This Agreement shall be governed by the laws of the State of Arizona and venue shall be in Maricopa County.

9.8     No Waiver of Performance. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition right with respect to further performance.

9.9     Headings. The headings given to any of the provisions of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

9.10   Asbestos Free Materials. The Project is to be constructed by the Construction Manager with asbestos free materials. A written, notarized statement on company letterhead shall be submitted to the District by the Construction Manager with the final payment request certifying that the Construction Manager has incorporated no asbestos material into the Project. Final payment shall be withheld until such statement is submitted. The Construction Manager shall agree that if materials containing asbestos are subsequently discovered at any future time to have

been included in the construction done by the Construction Manager or any of its Subcontractors or agents and were not specified in the design or required by the Contract Documents, the Construction Manager shall be liable for all costs related to the abatement of such asbestos and damages or claims against the District notwithstanding any statute of limitations or other legal bar to any claim by the District.

9.11 Cancellation. This Agreement may be cancelled by the District pursuant to ARIZ. REV. STAT. § 38-511.

9.12 Survival of Representations and Warranties. Notwithstanding any other provision of this Agreement, the representations, warranties and covenants herein shall survive termination of this Agreement.

9.13 Endangered Hardwoods Prohibited. Construction Manager shall ensure that products containing endangered wood species shall not be utilized in the construction of the Project unless within the Construction Documents or exempted pursuant to ARIZ. REV. STAT. § 34-201(J), as amended.

9.14 Records and Audit Rights. Construction Manager's and its Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Construction Manager and its Subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Construction Manager and its Subcontractors are complying with the warranty under Subsection 9.15 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Construction Manager's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Construction Manager's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Subsection 9.15 below. To the extent necessary for the District to audit Records as set forth in this Subsection, Construction Manager and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the District to Construction Manager pursuant to this Agreement. Construction Manager and its Subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this Subsection. The District shall give Construction Manager or its Subcontractors reasonable advance notice of intended audits. Construction Manager shall require its Subcontractors to comply with the provisions of this Subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

9.15 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Construction Manager and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Construction Manager's or its Subcontractor's

failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the District.

9.16 Attorney's Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach of default, the prevailing party will be entitled to receive from the other party reasonable attorney's fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

9.17 Independent Contractor. The Construction Manager is and will be an independent contractor and whatever measure of control the District exercises over the work or deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Agreement will give or be construed to give the District the right to direct the Construction Manager as to the details of accomplishing the work or deliverable. These results will comply with all applicable laws and ordinances.

9.18 Agreement Subject to Appropriation. The District is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the District's then-current fiscal year. The District's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the District concerning budgeted purposes and appropriation of funds. This Agreement may be terminated on the part of the District in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Parties retain all rights available under this Agreement, to the extent permitted under Arizona law, in the event of termination or cancellation of this Agreement due to the lack of funding on the part of the District.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

**“District”**

SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48  
a political subdivision

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48, a political subdivision, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document, on behalf of the Scottsdale Unified School District No. 48.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**“Construction Manager”**

McCarthy Building Companies, Inc.  
a(n) Arizona Corporation

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

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

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

(ACKNOWLEDGMENT)

STATE OF ARIZONA \_\_\_\_\_ )  
\_\_\_\_\_) ss.  
COUNTY OF MARICOPA \_\_\_\_\_ )

On \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, the \_\_\_\_  
\_\_\_\_\_ of McCarthy Building Companies, Inc., a(n) Arizona Corporation, whose identity was  
proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and  
acknowledged that he/she signed the above document on behalf of the McCarthy Building  
Companies, Inc.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

EXHIBIT A


Construction Documents

***TBD***

## EXHIBIT B

### District's Request for Qualifications



	<b>Scottsdale Unified School District, #48</b> Notice of Request for Qualifications	7575 E. Main Street Scottsdale, AZ 85251 (480) 484-6151
	RFQ#: <b>22-20-26</b> PROJECT: <b>CM@R Services for Pueblo Elementary School Rebuild/Remodel</b>	

Request for Qualifications #:	22-20-26
Material and/or Service:	CM@R Services for Pueblo Elementary School Rebuild/Remodel
Due Date & Time	July 20, 2021; 1:00 p.m. Arizona Time
Open Location:	Scottsdale Unified School District, #48 Purchasing Department 7575 E. Main Street Scottsdale, AZ 85251
Pre-Offer Conference Date & Location:	July 7th 2021 @ 7.00 a.m. 6320 N. 82 <sup>nd</sup> Street, Scottsdale AZ 85250
Questions due by:	July 14 <sup>th</sup> 2021 by 1:00 p.m. Arizona Time

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. §15-213, Proposal for specified professional services and construction using the alternative project delivery methods for the materials or services specified will be received by Scottsdale Unified School District, at the above specified location, until the time and date cited. Qualifications received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read and recorded. All other information contained in the Statement of Qualifications shall remain confidential until award is made. If you need directions to our office, please call (480) 484-6151. The RFQ and any amendments will only be posted to [www.AZPurchasing.org](http://www.AZPurchasing.org). It is the vendor's responsibility to check for amendments.

**A non-mandatory but highly recommended site visit is scheduled on July 7th, 2021 at 7.00 a.m. at the Pueblo Elementary School campus located at 6320 N. 82nd Street, Scottsdale AZ 85250.** The District requests that firms do not visit the site or contact the Principal or site staff. Firms are welcomed to drive by the site, collect data available via the internet or by any other legal means.

Qualifications must be submitted in a sealed envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope. All statements of qualifications must be written legibly in ink or typewritten. Additional instructions for preparing a statement of qualifications are provided herein. Please read the enclosed requirements and specifications as Scottsdale Unified School District reserves the right to accept or reject any or all proposals, waive minor informalities, cancel or re-bid and accept any contract deemed to be in their best interest. The submission of a proposal will indicate that the vendor is accepting of all terms and conditions and can meet the specifications and requirements stated in this solicitation.

**Offerors Are Strongly Encouraged to Carefully Read the Entire Request For Qualifications and Seek Clarification of Any Item That May Not Be Clear.**


**If you do not wish to bid on this RFPQ please go to [SUSD.Bonfirehub.com](http://SUSD.Bonfirehub.com) and select No Intent to Bid tab and reasoning.**

---

Name: Marty Topham  
 Phone: 480.484.6190  
 Email: [mtopham@susd.org](mailto:mtopham@susd.org)

Date: June 23 2021




	<b>Scottsdale Unified School District, #48</b> Uniform Instructions to Offerors	7575 E. Main Street Scottsdale, AZ 85251 (480) 484-6151
	RFQ#: <b>21-20-26</b> PROJECT: <b>CM@R Services for Kiva Elementary School</b> <b>Rebuild/Remodel</b>	

## 1. Definition of Terms

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- K. **“Responsible Offeror”** means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.
- L. **“Responsive Offeror”** means the Offeror who submits a Proposal that conforms in all material respects to this Request for Proposals, Instructions to Offerors and the Plans and Specifications which are incorporated herein by this reference.
- M. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Qualifications (“RFQ”).
- N. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- O. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- P. **“School District”** means the District or public entity that executes the Contract.


	<b>Scottsdale Unified School District, #48</b> Uniform Instructions to Offerors	7575 E. Main Street Scottsdale, AZ 85251 (480) 484-6151
	RFQ#: <b>21-20-26</b> PROJECT: <b>CM@R Services for Kiva Elementary School</b> <b>Rebuild/Remodel</b>	

## 2. Inquiries


- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Neither lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Proposal and not be opened until after the Proposal due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

## 3. Proposal Preparation

- A. Forms. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.

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- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Proposal.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- J. Identification of Taxes in Proposal. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- K. Disclosure. If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
  - 1. Amendments


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2. Special Terms and Conditions
3. Uniform General Terms and Conditions
4. Scope of Work/Specifications
5. Attachments
6. Exhibits
7. Special Instructions
8. Uniform Instructions to Offerors

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

#### 4. Submission of Offer

- A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFP. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designed in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
- D. Public Record. All Proposals submitted in response to this solicitation shall become the property of Scottsdale Unified School District. Proposals will become a matter of public record available for review under the supervision of the Purchasing Official by appointment as follows:
  1. Until the District awards the contract, or terminates the procurement, only the name of each person on the final list will be made available to the public. All other information received shall be confidential in order to avoid disclosure of the contents that may be prejudicial to competing respondents during the selection process.
  2. Upon award of the contract, or upon termination of the procurement, the District will make the contents of the procurement file available to the public with the exception of the following:
    - a. The Statements of Qualifications
    - b. Final score or rank for each firm that submitted qualifications
    - c. Final score or rank for each firm that was interviewed, if held by the District
  3. Upon entering into the contract under this solicitation, or upon termination of the procurement, the District will make all documents available to the public. Information determined to be a trade secret or other proprietary data shall remain confidential.

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E. Non-Collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
3. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
4. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

## 5. Additional Proposal Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.



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G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District reserves the right to:

1. Waive any material defect, irregularity or minor informality in any Response;
2. Reject any and all Proposals or portions thereof; or
3. Cancel a solicitation.
4. Extend the date by which Responses are due
5. Reissue an RFQ

## 6. Award


- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.
- B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the District with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Proposal and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final Acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

## 7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1 141 through R7-2-1 153. Protests shall be in writing and be filed with the District Representative, Eva Dino, Procurement Director. A protest of a solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, address and telephone number of the interested party;
- B. The signature of the interested party or the interested party's representative;
- C. Identification of the solicitation or contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.
- F. The interested party shall supply promptly any other information requested by the district representative.



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**8. Time for filing protests R7-2-1143.**

- A. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- B. In cases other than those covered in subsection (A), the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.
- C. The interested party may file a written request with the District representative for an extension of the time limit for protest filing set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The District representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.
- D. If the interested party shows good cause and it is advantageous to the school district, the District representative may consider any protest that is not filed timely.
- E. The District representative shall immediately give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties.
- F. At any time the District representative or hearing officer may refer the protest to the governing board for resolution in accordance with R7-2-1152








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## 1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. 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 in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
  1. Amendments;
  2. Special Terms and Conditions;
  3. Uniform General Terms and Conditions;
  4. Statement or Scope of Work;
  5. Specifications;
  6. Attachments;
  7. Exhibits;
  8. Documents Referenced in the Solicitation;
  9. Vendor's Proposal.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. 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.

## 2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214 at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in

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the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.


- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

### 3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
  - 1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
  - 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District 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.
  - 4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

### 4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.


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- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

## 5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. 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.
  2. Force Majeure shall not include the following occurrences:
    - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
    - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
    - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
  3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
  4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

## 6. Warranties


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- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:
  - 1. A quality to pass without objection in the trade under the Contract description;
  - 2. Fit for the intended purposes for which the materials or services are used;
  - 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  - 4. Adequately contained, packaged and marked as the Contract may require; and
  - 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
  - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 7. School District's Contractual Remedies

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order
  - 1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.




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- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

## 8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.

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The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District re-procuring the materials or services.


- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

## 9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and AAC R7-2-1155 through R7-2-1181 and rules adopted there under.

## 10. Federal and State Requirement

- A. Compliance with Federal and State Requirements - Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work hours and Safety Standards Act, the Davis-Bacon Act, and Copland Anti-Kickback Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375.
- B. Offshore Performance - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- C. Contractor's Employment Eligibility - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. District may request verification of compliance from any Contractor or subcontractor performing work under this Contract. District reserves the right to confirm compliance in accordance with the applicable laws. Should the District suspect or find that the Contractor or any of its subcontractors are not in compliance, the School District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- D. Davis-Bacon – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.
- E. Fingerprint and Background Checks - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.
- F. Terrorism Country Divestments - Per ARS § 35-392, The District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
- G. Registered Sex Offender Restrictions - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with

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compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- H. Affordable Care Act - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.
- I. EDGAR – When Districts seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR).

## 11. Gift Policy

The Scottsdale Unified School District will accept no gifts, gratuities or advertising products from Offerors. The District has adopted a zero tolerance policy concerning Offeror gifts. The District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

## 12. Integrity of Proposal

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted proposal or any resulting contract.

## 13. Boycott of Israel

Per A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.

## 14. Clarifications

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Proposal, except to the extent that correction of apparent clerical mistakes results in a revision.


## 15. Confidential/Proprietary Information

If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination. Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this section.

## 16. Contractor’s Employment Eligibility

By entering the contract, Contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any Contractor or Subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

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Should the District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the contractor.


## 17. Clean Air and Water Act

Contract vendor agrees, when working on any federally assisted projects in excess of \$150,000 to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

## 18. Conflict of Interest

- A. All bidders must disclose the name of any officer, director, or agent who is also an employee or Governing Board member of the Scottsdale Unified School District.
- B. All bidders must disclose the name of any District employee or Governing Board member who owns, directly or indirectly, any interest in the offeror's business of any of its branches.



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1. **Bonfire Electronic Procurement Portal Registration**

The Scottsdale Unified School District utilizes the Bonfire Electronic Procurement Portal for its vendor list. Vendors should register at <https://susd.bonfirehub.com/>

2. **Purpose**

Scottsdale Unified School District is requesting Statement of Qualifications for Construction Manager at Risk (CM@R) Services (pre-construction and construction) for Pueblo Elementary School.

This Request for Qualifications shall not commit the District to enter into any contract or agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The District reserves the right to accept or reject any and all responses received as a result of this RFQ if it is in the District's best interest to do so.

3. **Definition of Key Words Used**


- A. Shall, Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- B. Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the District may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
- C. May: Indicates something that is not mandatory but permissible.

4. **RFQ Process**

- A. The District intends to award a single contract for pre-construction and subsequent construction services.
- B. As part of the initial review phase, the evaluation committee shall evaluate all Statements of Qualifications and performance data in accordance with defined selection criteria and relative weights set forth in this Solicitation. Responses will be scored and ranked.
- C. The District and the selection committee shall not request or consider fees, price, man-hours or any other cost information at any point in the selection process, including the selection of offerors to be interviewed, selection of offerors to be on any final list, or in determining the order of preference of offerors on any final list.
- D. Based on the scores and rankings of the evaluation of the SOQ's and performance data submitted in response to the RFQ, the selection committee will create one (1) final list, containing at least three (3) and not more than five (5) offerors. The SOQ's final list will show those offerors in order of preference.
- E. The highest ranked three (3) to five (5) offerors may be invited to participate in interviews or discussions if the District deems that conducting interviews is needed to meet the best interests of the District in the District's evaluation, selection and award hereunder. However, nothing herein shall be construed to require the District to conduct interviews before making a selection and award. The district may award hereunder strictly based on the initial review and evaluation of the submitted SOQ's and initial final list order of preference.
- F. Prior to an award for construction services, only the names of the offerors on the final list will be available to the public. Rankings will not be available at that time. All information and Statements of Qualifications submitted will be made available for public inspection after the District has entered into a contract with the awarded vendor.

5. **Cancellation**

This contract can be canceled with a written notification of 30 days in advance of cancellation from either party. The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.

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6. Billing

All billing notices and/or invoices must be sent to the District's Accounts Payable department, as shown on the purchase orders. All invoices shall identify the specific item(s) being billed, including but not limited to labor, chemicals, supplies, equipment, etc. Any purchase order issued by the District will refer to the RFP number of this solicitation.

7. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the rights to obtain like goods or services from other sources.

8. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board and managed under the Superintendent. No alteration or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the vendor.

9. Lobbying

Offerors are hereby advised that lobbying is not permitted with any District personnel or Board Members related to or involved with this RFP until the administration's recommendation for award has been posted in the District's Board minutes. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as "any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities." Any Offeror or any individuals that lobby on behalf of Offeror during the time specified will result in the rejection and disqualification of said offer.

10. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this contract, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.


Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$2,000 and naming the Scottsdale Unified School District No. 48 as an additional insured party.

Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

11. Licenses

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.



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12. Relationship of the Parties

It is understood and agreed that the awarded firm is a separate legal entity from SUSD and neither the firm nor any of their employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of SUSD. The vendor assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

13. Estimated Quantities

The quantities listed in the proposal represent the districts best estimates. These quantities do not obligate the district to purchase the amounts indicated. The district reserves the right to reduce, or increase, the quantities as necessary.

14. Changes in the Scope of Work

During the duration of this contract there may be opportunity for special projects or changes in the scope of work due to State and/or Federal requirements for services not otherwise described within the scope of work. Changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary. Such changes must be authorized in writing by Scottsdale Unified School District and approved by the Procurement Officer, prior to the performance of the work.

15. Damages

The successful contractor shall be liable for any and all damage caused by him or his employees to the District premises. The Contractor shall hold and save the District free and harmless from liability of any nature or kind arising from use, trespass, or damage occasioned by the Contractor's operations on premises or third persons.

16. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970. All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

17. Offeror's Employees


Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

- Workers' Compensation Insurance
- Federal and State Unemployment Taxes
- Federal and State Withholding and Reporting Requirements
- Unemployment Compensation Insurance
- Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with the District, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

In compliance with all applicable laws, the Offeror shall, at no charge to the District, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for the District to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to



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the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

Per Arizona Revised Statutes § 23-263 contractor is required to pay each employee wages not less than the applicable minimum wage for each hour worked subject to Arizona’s minimum wage laws, Minimum wage must be paid for all hours worked, regardless of the frequency of payment and regardless of whether the wage is paid on an hourly, salaried, commissioned, piece rate, or any other basis.

18. Key Personnel

It is essential that the firm provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The firm must agree to assign specific individuals to the key positions. Firm agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District. If key personnel are not available for work under this contract, for a continuous period exceeding 3 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the firm shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel with personnel of substantially equal ability and qualifications.

19. Local Representative

Offeror shall assign a dedicated Representative to the SUSD Pueblo Elementary School Rebuild/Remodel CMAR Contract and its daily execution. This Representative should be a Project Manager or Principal of Company that has communication capabilities with all involved.

20. Equal Employment Opportunity

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).


21. Contract Work Hours and Safety Standard Act

The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327– 330) as supplemented by Department of Labor regulations (29 CFR Part 5). Appendix II to 2CFR§200(E)

22. Responsibility of Offerors

The District will consider the following factors in determining if an Offeror is responsible:

- A. The proposed contractor’s financial, material, personal and other resources, including subcontractors.
- B. The proposed contractor’s record of performance and integrity.
- C. Whether the proposed contractor is qualified legally to contract with the public entity.
- D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
- E. Prior litigation history.

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### 1. Pre-Proposal Site Visit

A non-mandatory but highly recommended site visit is schedule for July 7th 2021 at 7:00 a.m. at Pueblo Elementary School campus located at 6320 N. 82nd Street, Scottsdale AZ 85250 The date listed above is the only scheduled guided site visits. Should unusual circumstances prevent offerors from attending the scheduled guided site visit, the District may, at its discretion, schedule an additional guided site visit. However, vendors are hereby advised that a second site review is not promised and will be offered only after reviewing each request on its own merits.

### 2. Inquiries

All questions regarding this RFQ must be submitted in writing **no later than July 14th, 2021 at 1:00 PM Arizona Time** via email to Marty Topham at [mtopham@susd.org](mailto:mtopham@susd.org).

### 3. Preparation of Proposals

#### A. Electronic Documents

This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the District shall take precedence. As provided in the Uniform Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the District.

#### B. Proposal Format

All Proposal will be submitted electronically through the Bonfire Electronic Procurement Portal. All proposals shall contain all descriptive literature, specifications, samples (if requested), references, etc. Proposals should not exceed 75 pages.

#### C. Acknowledgement of Amendments

In accordance with A.A.C. R7-2-1042(A.1.b), Offeror shall acknowledge receipt of all amendments by signing the Acknowledgement Form of the RFP.


### 4. Submission of Proposal

#### A. Offer and Acceptance

Offeror shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted with the submitted bid no later than the Offer due date and time. Failure to return a signed Offer and Acceptance Form may result in rejection of the Offer.

#### B. Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing

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(price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1016, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

Any portion of your offer that is considered confidential in nature shall be cut from its document of origin and pasted within the confidential section. The confidential section shall be placed in a separate envelope inside your proposal. On the outside of the envelope there shall be a list of the contents, the reason this is confidential or proprietary, and whom is the contact person regarding the contents of the envelope.

Reference to its location within the document of origin must be submitted for reference.

Any attachment that has confidential information within it cannot be removed once your offer has been submitted. If the District finds it is not confidential, the firm may pick up their envelope containing the confidential information and none of the material will be used in the evaluation process. Should the District find in favor of the firm, any information contained in the Confidential Information envelope, will be viewable only by appropriate procurement staff and evaluators.

#### C. References

Each offering firm should provide at least three references using the form included within this RFP.

Performance Evaluation Surveys should also be provided to these references to submit on the firm's behalf.

#### D. Attachments


Offerors should include the following attachment forms completed accurately according to the instructions contained within the form. Failure to follow instructions and completion of forms may result in rejection of the Offer. A cover sheet checklist is provided in this RFP document and should be used for your proposal package to ensure all required documentation has been submitted in accordance with the Special Instructions.

#### E. Offer Submission, Due Date and Time

It is the responsibility of the vendor to ensure that the proposal package is delivered on the due date by the time required. Delivery times vary for all packages delivered to SUSD. If packages are received after the due date and time specified in the solicitation due to carriers like UPS or Fed Ex delivering late, SUSD will not be held responsible, and your offer will be rejected. Plan accordingly.

#### F. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quotes have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state, and local laws and executive orders regarding employment; and

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3. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency: and

4. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

## 5. **EVALUATION PROCESS AND SELECTION CRITERIA**

### A. **Evaluation Overview**

The District has elected to use the Construction Manager at Risk (CMAR) process for the selection of construction manager to perform pre-construction services and possibly construction services for the Pueblo Elementary School. The evaluation committee shall evaluate all submittals in accordance with defined criteria requested in the Proposal Submission Requirements (File 07) and the evaluation criteria listed below.

The District may interview 3 to 5 contractors that are reasonably susceptible of being awarded a contract if the committee determines it is necessary in selecting a final list. If the committee determines it is not necessary to interview contractors for selection on the final list, the committee will rank the top three contractors. In some cases, the District may proceed with a fewer number of proposers as permitted by A.R.S. 41-2578 and the School District Procurement Rules.


The District will then initiate negotiations with the highest ranked firm in order to agree to fair and reasonable fees related to pre-construction services, overhead and profit, and general conditions. If the District is unable to reach agreement with the top rated firm, the school district shall advise the firm in writing of the termination of negotiations. The District shall then negotiate with the next highest rated firm in sequence until an agreement is reached or a determination is made to reject all proposals in accordance with A.A.C. Sections R7-2-1072 through R7-2-1075. Firms that are unable to accommodate the District regarding acceptable fees will not be allowed an opportunity to resubmit fees once they have been released from negotiations.

Pursuant to the School District Procurement Rules, construction services may not commence until the Scottsdale Unified School District and the CMAR contractor have reached an agreement upon the terms of a Guaranteed Maximum Price (GMP) contract. Following the failure of an agreed upon GMP, the District may use any and all materials developed during the term of the pre-construction services.

### B. **Evaluation Committee**

The evaluation committee for this procurement shall consist of six (6) members as follows:

School Principal  
Chief Financial Officer  
Director of Facilities & Management

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Licensed General Contractor - Senior Management  
Registered Architect/Engineer  
Project Manager- Bond Construction Projects

The committee will remain the same throughout the entire evaluation process.

**C. Proposed Selection Schedule**

Request for Qualifications issued	June 23, 2021
Pre-Proposal Conference	July 7, 2021
Due Date of RFQ Submittals	July 20, 2021
Evaluations	July 21-27 2021 (Tentative)
Interviews of Selected Firms	August 5, 2021 (Tentative)
Board Approval Date	August 24, 2021 (Tentative)

**D. Evaluation Criteria - Total Points Available: 1000**

Evaluation of the Request for Qualifications shall be based upon the following criteria listed in order of greatest importance:

**1. Qualifications and Experience of Personnel Assigned - (300 points)**

The overall qualifications and experience of key personnel assigned to perform construction services; The education and certification background of personnel shall be reviewed and tenure of the proposed personnel with submitting firm; The alternative delivery method skills of team shall be considered including estimating, value engineering, performing constructability reviews, establishing GMP's, and managing construction activities as the GC representative.

**2. Method of Approach - (250 points)**


The overall method of approach described by the offeror in how they would implement and execute a CMAR contract in SUSD based on the project identified; The detail and thoroughness of the plan evaluated from pre-construction services, establishment of GMP, execution of work, sub-contractor management plan, and warranty support; Ability of firm to comply with anticipated schedule of activities related to this project; The sub-contractor selection plan will be considered; The content of that plan in addressing the desire of the District to ensure a reasonable balance of both qualifications and price competition in sub-contractor selection.

**3. Experience of Firm - (200 points)**

The ability of the firm to demonstrate a level of competence in successfully completing similar CMAR educational based projects as defined within the project scope section; Project references shall be considered under this category; Ability of firm to complete projects in accordance with contract requirements.

**4. Organizational Strength - (150 points)**

The financial condition of the offeror shall be reviewed to ensure long term viability; The safety record of the offer shall be considered; Bonding capacity shall be reviewed along with ability to provide necessary insurance requirements; The number of years in operation, knowledge of

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Arizona construction market, and reputation to attract quality sub-contractors shall be considered; The ability of the firm to effectively absorb new projects considering existing workload.

**5. Response Format - (100 points)**

The ability of the firm to provide all information required at time of RFQ submittal and the quality of the statement of qualifications.

**6. Interview Process, Short List Phase (100 Pts)**

The committee will determine who to interview. These criteria shall only be applied to those firms who make the interview short-list phase and will be used to establish the final short-list ranking. At this point, each vendor's score will be set to zero. Under these criteria, the committee will consider the overall impression made by the submitting firm regarding their ability to successfully deliver the specified project. The ability of the firm to present a "team" profile that will be conducive to project success and present creative solutions to accomplish the scope of work. Reference checks will also be factored into this phase of the evaluation. The ability of firm to agree to all terms and conditions represented in District contract between owner and CMAR.


**E. Discussions**

In accordance with A.A.C. R7-2-1047, after the initial receipt of proposals, the District may conduct discussions with those offerors who submit proposals determined by the District to be reasonably susceptible of being selected for award.

**F. Contract Award**

It is the intent of the District to award a multi-term contract, beginning immediately after Governing Board award and continuing until June 30, 2022 with the option to renew for additional one-year periods or until final Certificate of Occupancy is received. However, this contract may not exceed a 5-year duration, and no contract exists unless and until a purchase order is issued each fiscal year.



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## A. PROJECT DESCRIPTION

The Scottsdale Unified School District #48 is seeking qualified Construction Manager at Risk (CMAR) to provide pre-construction and construction services for Pueblo Elementary School Remodel/Rebuild Project. A Contract for Construction Manager at Risk will be awarded to a single firm will be awarded to a single firm.

Pre-Construction Services shall begin immediately following award of contract by the SUSD Governing Board. The anticipated construction timeline is Summer of 2022 with Substantial Completion no later than June 2023. The District may use multiple GMP's to speed the timeline of construction.

Architectural Services will be provided by BWS Architects.

### PUEBLO ELEMENTARY SCHOOL REMODEL/REBUILD PROJECT

The most qualified Construction Manager will join the established design team to complete a study through measurable criteria to determine if Pueblo Elementary School should be a full campus renovation or complete campus rebuild or some combination of both. It is the District's desire to have a design process that will be inclusive, transparent, and collaborative. This process will already be in progress before the Construction Manager at Risk is on boarded.

A Community meeting will be held in during the fall/winter of 2021 and one additional one in the spring of 2022. In addition to the open invitation Community Meetings, a Visionary Committee comprised of teachers, parents and community members has been assembled to assist the design team.

The product of this collaborative design process will be posted on the Districts web site [www.susd.org](http://www.susd.org). The selected Construction Manager will have the immediate task to of developing project budgets which will be an integral part of the feasibility study.

## B. SITE DESCRIPTION

The current design is being developed with the visioning committee and community input. **It is the intent to minimize construction of the ball fields and their amenities to the north end of the site.** We are attempting to bring the CMAR on very early in the process so it is anticipated that the Schematic Design Documents will be near 30% complete.

The replacement scope will require multiple phases of construction for demolition new construction and site reconstruction including approximately 70,000 sq. ft. of educational facilities in four buildings. Construction may begin Summer of 2022 with all phases complete no later than 6/1/2023. The construction budget for this project including both bond and adjacent ways is \$19,500,000 (\$18,500,000 and \$1,000,000 respectively)

Pueblo Elementary School is located at 6320 N 82nd St, Scottsdale, AZ 85250

Lat/Long: School: Latitude: 33.5261544


Longitude: -111.9068108

Approximate Lot Size: School: 415,800 sq ft, Play Fields: 435,600 sq ft

Zoning: R1-7

Parcel #: School: 173-07-001 Play Fields: 173-07-004F

The Pueblo Elementary School campus is made up of 6 masonry buildings. Six (6) buildings constructed in 1971, with 2 additions to the buildings constructed in 2002. All in all, the school has approximately a total of 73,095 square feet of space.


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	<p><b>RFP# 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b></p>	

### C. PRE-CONSTRUCTION/DESIGN PHASE SERVICES

The CMAR will provide the following pre-construction services that may include, but are not limited to the following:

1. The immediate challenge of the pre-construction services team will be to assist the District and Architectural team to develop a rough order of magnitude budget for both a renovation and complete campus rebuild concepts. This will be the final component of the feasibility study that will provide guidance to the SUSD Governing Board.
2. Key project personnel shall attend regular meetings with the District and the Architect to review project status, review design and update the construction cost estimate.
3. Consult with the District and Architect and/or engineers regarding site use and improvements, phasing of the project, selection of materials, building systems and requirements. Firm shall make suggestions on which systems are most cost-effective, energy efficient, and provide the most reliable use during its lifecycle.
4. Conduct value engineering including estimates of alternative designs, procedures or materials, preliminary budgets, and possible economies of scale.
5. Prepare and periodically update a preliminary project schedule for the Architect's and/or engineer's review and the District's approval. At a minimum, this schedule shall be updated monthly.
6. The firm shall coordinate and integrate the preliminary project schedule with the services and activities of the District, Architect and/or engineers and CMAR. As the design proceeds, the preliminary project schedule shall be updated (at a minimum on a monthly basis) to indicate construction phasing, proposed activity sequences and duration, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price (GMP) proposal.
7. When each design phase documents are complete, the firm shall prepare a detailed cost estimate with supporting data. The team will not proceed until the cost estimate is within the specified budget limits.
8. During the preparation of the construction documents, the CMAR shall update and refine the cost estimate when the plans are approximately 95% complete and ready for regulatory review. If the estimate exceeds the approved budget or GMP (if already established and approved), the CMAR shall make recommendations to the District and Architect and/or engineer to reduce the cost of the project. In no case will the project be allowed to exceed the project budget, except for change orders requested by the District. This will conclude with a GMP submittal(s) for owner approval.
9. The CMAR will have full budgetary responsibility from the design phase through the establishment of the GMP on the project.
10. The firm shall recommend to the District and Architect and/or engineer a schedule for procurement of long lead time items that will constitute part of the work as required to meet the project schedule.
11. The CMAR will provide constructability studies and reviews at intervals as agreed to during contract negotiations.
12. Prepare GMP, provide all cost/estimating information to District



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#### **D. CONSTRUCTION SERVICES**

The Construction Manager at some point prior to construction will assume the risk of delivering the project through a Guaranteed Maximum Price (GMP) contract. The CMAR will be responsible for construction means and methods and will be required to solicit bids from prequalified subcontractors to perform the work utilizing the subcontractor selection process submitted.


If the District and the CMAR are unable to agree upon the terms of a GMP contract, the District reserves the right to end the association and prepare a new solicitation.

Construction phase services by the CMAR may include:

1. Rebuild or remodel school site
2. Bond and insure construction
3. Bid, award, and manage all construction related contracts and subcontracts
4. Ensure that subcontractors abide by all law, code, statute, insurance, bond, and license requirements.
5. Provide continuous on-site construction services throughout the construction phase. Services shall include, but are not limited to:
  - a. Coordinate with District, civil engineer, Architect, municipalities, and utilities
  - b. Deal timely and effectively with owner and architect issues
  - c. Work with and coordinate activities with any third-party contractors that the District provides for this project
  - d. Schedule and conduct pre-construction meetings and prepare minutes
  - e. Schedule and conduct regular job site meetings and prepare minutes
  - f. Schedule and manage site operations
  - g. Maintain daily on-site project log and schedule reports
  - h. Oversee quality assurance testing and inspection programs
  - i. Maintain master set of construction documents on site to include all ASI's and supplemental sketches and provide copies to all subcontractors concerned
  - j. Maintain financial project status reports
  - k. Maintain a safe work site
6. Work with Architect and/or engineer and District personnel to submit pay requests for approval, issue requests for information when necessary, and assist the District and Architect as required for the timely completion of the project.
7. Administer post building close-out and two-year warranty collection, start-up and transition to the District.

#### **E. LIQUIDATED DAMAGES**

If the Contractor fails to deliver the project within the agreed to substantial and final completion dates, the District will incur sufficient damages. Actual damages are difficult to determine and quantify. Therefore, in lieu of actual damages the successful Contractor shall agree to pay to the District liquidated damages in the amount as negotiated in the final contract, per calendar day for every day exceeding the established substantial completion date and in the amount negotiated in the final contract for every day the contractor fails to achieve the final completion date. Liquidated damages will continue to accrue cumulatively until the project achieves these completion dates. The successful firm shall not be charged with liquidated damages when the delay arises

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beyond the control and without the fault or negligence of the Contractor. The District, at its sole discretion will determine what event(s) is beyond the control of the Contractor.

#### **F. PERFORMANCE BOND (File #17)**

The successful CMAR contractor shall be required to furnish a non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the Guaranteed Maximum Price (GMP). Bonds shall be payable to the Scottsdale Unified School District.

Performance security shall be in the form of a performance bond, certified check, or cashier's check. The conditions and provisions of the Performance Bond regarding the surety's obligations shall follow the form required under A.R.S. §34-222(G) or A.R.S. §34-610(G), as applicable. This security must be in the possession of the District within the time specified or ten (10) days after agreement of GMP. If the contractor fails to execute the security document as required, the Contractor may be found in default and the Contract terminated by the District. In case of default, the District reserves all legal rights to rectify matter. All Performance Bonds must be executed on forms substantially equivalent to Performance Bond format attached to this RFQ.

Bonds must be issued by a surety company authorized to do business in Arizona, or in a manner satisfactory to the District.

#### **G. PAYMENT BOND (File #18)**

The successful CMAR Contractor shall be required to furnish a Payment Bond equal to 100% of the GMP. The Bond shall be submitted to the District within ten (10) days of the establishment of the GMP. The surety will be in the form of a bond, cashier's check, certified check, or money order. All Payment Bonds shall be executed on forms substantially equivalent to the sample enclosed with this RFQ. Personal and company checks are not acceptable unless they are certified. Bonds must be executed by a surety company authorized to do business in Arizona or otherwise secured in a manner satisfactory to the District.

Failure to deliver the required Bond will result in Contractor's bid being rejected, its Bid Security shall be enforced.

#### **H. PERMITS**


Contractor shall be responsible for obtaining any and all permits required to perform this installation. The District will pay for any permitting. The installation shall be in complete compliance with all federal, state, and city codes.

#### **I. LIENS**

Because this is a public purchase, Contractor shall hold the District harmless from any claimants supplying labor or materials to the Contractor or his Subcontractors in performance of the work required under this Contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the District will make final payment.

#### **J. LIEN WAIVERS**

Pursuant to A.R.S. §33-1008 standard lien waivers are to be submitted on all construction projects. The District requires the original copy to be submitted.

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#### **K. FIRE PROTECTION**

Provide adequate fire extinguishers on the premises during the course of construction, of the type and size recommended by the NFPA to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, etc., no work shall commence or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use by the workmen using the above-mentioned equipment.

#### **L. USE AND OCCUPANCY**

The owner reserves the right to use and occupy the whole or any part of these improvements. Such use and occupancy by the owner shall not, however, be construed as an acceptance of the work or any part thereof, and any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy. Achievement of Substantial Completion and Final Completion shall be determined by project architect.

#### **M. SITE INSPECTION**

Prior to submitting the GMP, successful firm shall visit the site and familiarize themselves with any conditions which may affect performance and total cost. Submission of the GMP will be prima facie evidence that the contractor did, in fact, make a site inspection and is aware of all conditions affecting performance and GMP prices.

#### **N. CLEAN UP**


1. The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the project, as well as tools, construction equipment, machinery, and surplus materials.
2. Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.
3. If the contractor fails to clean up the work, the District may do so and the cost thereof shall be charged to the contractor.

#### **O. SPILLAGE**

Contractor will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading at the project.

#### **P. INSPECTION**

All materials, service, or construction are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at vendor's/contractor's risk and may be returned to vendor/contractor. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses are the responsibility of the vendor/contractor.

 <p>Scottsdale <i>Unified</i> Engage, Educate and Empower Every Student, Every Day</p>	<p align="center"><b>Scottsdale Unified School District #48</b> <b>Proposal Requirements</b></p>	<p align="center"><b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b></p>
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### **Proposal Submission Requirements**

**Offeror should submit response through the Bonfire Electronic Procurement Portal Registration, Vendors should register at <https://susd.bonfirehub.com>. Hard copies will not be accepted.**

The District will make no reimbursement for the cost of developing or presenting proposals in response to the RFQ. The proposal must conform to the format specified below and should be made with numbered sections.

The Proposal Submission Requirements should include a clear and complete identification of the materials submitted by tab section and page number:

#### **1. Basic Company Information**


- A. Company name.
- B. Address.
- C. Telephone number.
- D. Fax number.
- E. Email address.
- F. Name of primary contact person.
- G. Number of years in business (under the submitted name) and number of years operating within the Phoenix metro area.
- H. Arizona licenses(s) held by the firm.
- I. If the firm has more than one office, provide specific information about the parent company and administering branch office.
- J. Indicate the type of ownership (corporation, joint venture, Limited Liability Company, sole proprietorship, etc.).

#### **2. Key Personnel**

- A. Identify and present the project team consisting of all key personnel who will be specifically assigned to this project from pre-construction phase through project warranty phase (general management, project management, estimator, construction superintendent, marketing coordinator, etc.). Number of years with submitting firm shall be noted for each member.
- B. Detailed information regarding each key personnel's education and experience shall be clearly identified. Specific experience with performing CMAR projects shall be identified for each member. Resumes shall be provided for all assigned personnel. (Caution: The District fully expects the successful firm to follow through with the same personnel identified through this process. Any change to this assignment shall be approved by the District).
- C. Provide an organizational chart of the team selected for the appropriate project scopes.

#### **3. Experience of Firm**

- A. Identify five most recent representative examples of similar work along with contact information for each. Information shall include:
  1. Description of project.
  2. Location.
  3. Architect firm and contact information.
  4. Identification of key contact and phone number.

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5. Construction services performed (brief).
  6. When GMP was established (90%, etc.).
  7. Original GMP.
  8. Final contract amount.
  9. Total number of change orders.
  10. Original substantial completion date and actual substantial completion date achieved for project.
  11. Type of project delivery method used.
- B. Provide a statement of firm's history for submitting claims. Provide specific information, i.e., type of claim, date, reason, amount, and outcome, indicating the total number of claims filed during the past five years.
- C. Provide detail regarding any liquidated damages ever accessed by an owner for late completion of a project within the past five years.
- D. When responding to the project experience section of this RFQ (3-A above), firms shall include representative projects that support the chosen project.

#### **4. Organizational Strength**

- A. Provide audited financial statements representing the past two years. Provide Balance Sheets and the Statement of Income and retained earnings. (Submit as Form 19 in Bonfire Portal)
- B. Provide a letter from your bonding company indicating the ability to bond this project, the firm's maximum cumulative bonding limit, and your current bonding available capacity.
- C. Provide a certificate of insurance indicating your firm's insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful contractor must provide a certificate that names SUSD as additional insured.
- D. Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.
- E. Identify the current total dollar value of awarded construction work currently being managed by the local office. Identify the total number of direct employees of local office supporting construction value noted above. Identify your firm's current available bonding capacity.
- F. Identify any judgments or liens against your firm within the past three years.
- G. Identify any current unresolved bond claims against the offeror.
- H. Identify any deficiency orders issued against the prime contractor by the Arizona Register of Contractors over the past three years.
- I. Identify any filing under the U.S. Bankruptcy Code over the past three years.

#### **5. Method of Approach**

- A. Describe the firm's overall approach to this project including any difficulties the firm perceives.
- B. Describe the various pre-construction services offered for this project.
- C. Describe firm's approach and philosophy working at an active site with students and staff.
- D. The process of establishing the GMP shall be presented along with the recommended point of setting this price.
- E. The approach firm takes in performing the project once the GMP is set to include the following:
  1. Schedule adherence.
  2. Execution.
  3. Inspection.

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4. Quality assurance.
5. Safety culture.
6. Change orders.
7. Overall management and approach to cost savings.
- F. Describe the firm's subcontractor management plan to include the following:
  1. Selection of subcontractors using both qualifications and cost as a selection approach (**the District requires that at least three to five sub-contractors shall be solicited for all work excluding self-performed work**).
  2. Subcontractor recruitment.
  3. Controversies and claims related to work performed by subcontractors.
- G. Describe firm's philosophy on self-performing any of the trade work along with a percentage of project that will be self-performed, if any.

#### 6. Miscellaneous

- A. Firm shall provide a summary statement on why they would be the best fit for the SUSD to perform the CMAR project.
- B. Provide any additional information that would add value to the program offered that has not been identified above.

#### 7. Standard Forms

Offer and Acceptance Form  
 I.R.S. W-9 Form  
 Non-Collusion Affidavit  
 Amendment Acknowledgement Form  
 Exceptions/Deviation Form; Confidentiality/Proprietary Information Form; Additional Materials Form

 <p>Scottsdale <i>Unified</i> Engage, Educate and Empower Every Student, Every Day</p>	<p align="center"><b>Scottsdale Unified School District #48</b> <b>References</b></p>	<p align="center"><b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b></p>
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Offeror shall provide below a minimum of three (3) references from district that are similar in scope and size to this requirement. *It is the vendor's responsibility to send out a reference form to each client making sure their client completes the form, and that the client returns the form directly to the SUSD Purchasing Department.*

**1. Firm:** \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

**2. Firm:** \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Services Provided \_\_\_\_\_


**3. Firm:** \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

	<b>Scottsdale Unified School District #48</b> <b>Performance Evaluation Survey</b>	<b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b>
	<b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b>	

**Reference for Firm:** \_\_\_\_\_

**Subject: CM@R Services for Pueblo Elementary School Rebuild/Remodel**

**Name of District responding to Survey:** \_\_\_\_\_

**District Representative:** \_\_\_\_\_

**Contact Phone & email for any follow-up:** \_\_\_\_\_

Scottsdale Unified School District is currently undergoing reference checks for the vendor listed above regarding their response to a current solicitation. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above firm. Both the company and the District would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.

Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means-you are Sometimes satisfied, and 1 means-you are very Dissatisfied because of very poor performance**).  
 If you do not have sufficient knowledge of in a particular area, leave it blank.


No.	Criteria	Unit	Score
1.	Rate the ability of the CMAR's Pre-Construction Services Team.	(1-10)	
2.	Rate the CMAR's interaction with the Design team during Pre-Construction Services.	(1-10)	
3.	Was the CMAR able to establish a GMP within the District's budget?	(1-10)	
4.	Rate the ability of the CMAR's Construction Services Team.	(1-10)	
5.	Rate the CMAR's efforts to manage costs during the project.	(1-10)	
6.	Rate the CMAR's onsite team managing the daily construction operations.	(1-10)	
7.	Rate the CMAR's approach and responsiveness to constructability issues during construction.	(1-10)	
8.	Rate the CMAR's project turnover / owner training process.	(1-10)	
9.	Rate the CMAR's warranty program for responsiveness.	(1-10)	
10.	How many years and/or CMAR Projects has this firm completed with your district		

**POINTS** **TOTAL OUT OF 90** \_\_\_\_\_

**COMMENTS** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Thank you for your time and effort in assisting the vendor in this important endeavor.**  
**Please email this survey directly to return to the Purchasing Department at**  
[mtopham@susd.org](mailto:mtopham@susd.org). **NO LATER THAN JULY 20, 2021 @ 1:00 PM Arizona Time.**



 <p>Scottsdale Unified Engage, Educate and Empower Every Student, Every Day</p>	<p align="center"><b>Scottsdale Unified School District #48</b> <b>Offer and Acceptance Form</b></p>	<p align="center"><b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b></p>
	<p><b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b></p>	

Company Name		For Clarification of this Offer, contact:
D-U-N-S Number		
Federal Employer Identification No.		
Street Address		
City		
State	Zip	Name
		Phone
		Fax
		E-mail
		<p align="center">_____ <b>Signature of Person Authorized to Sign Offer</b></p>
		Printed Name of Person Authorized to Sign Offer
		Title

**CERTIFICATION**

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.
7. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements as identified in Uniform Instructions.

*ACCEPTANCE OF OFFER*

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School District.


**This contract shall henceforth be referred to as Contract No. 22-20-26 Pueblo ES CMAR**

**Contract Effective Date** \_\_\_\_\_, 2021.

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

**Awarded this** \_\_\_\_\_ **day of** \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Authorized Signature of the District**

	<b>Scottsdale Unified School District #48</b> <b>Confidential Proprietary Submittal Form</b>	<b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b>
	<b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b>	

## CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM

Confidential/Proprietary Submittals (mark one):

\_\_\_\_\_ No confidential/proprietary materials have been included with this offer


\_\_\_\_\_ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Bidder and the District prior to any public disclosure. Requests to deem the entire bid or price as confidential will not be considered. A complete copy of the Bid response with the Confidential/Proprietary material redacted must be submitted with your Offer and so identified. Failure to submit a redacted copy may result in denial of request.

Company Name: \_\_\_\_\_ Printed Name & Title: \_\_\_\_\_

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



Authorized Signature: \_\_\_\_\_

	<b>Scottsdale Unified School District #48</b> <b>Familial Relationship Disclosure Statement</b>	<b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b>
	<b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b>	

### Familial Relationship Disclosure Statement

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Scottsdale Unified School District or any employee of the Scottsdale Unified School District:

The undersigned, the owner or authorized officer of (the “Firm”), pursuant to the familial disclosure requirement provided in the attached solicitation, here by represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of the Scottsdale Unified School District or any employee of Scottsdale Unified School District. If such a relationship exists, please explain:

Employee of Firm	Scottsdale Unified School District Connection	How are they related

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me


this     day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

**This page must be signed, notarized and returned with your proposal response.**

	<b>Scottsdale Unified School District #48</b> <b>Compliance Statement</b>	<b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b>
	<b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b>	

Vendors requesting to do business with Scottsdale Unified School District and accepting a purchase order for supplies and/or services **MUST** sign below verifying compliance with the identified state laws, in order for the transaction to take place. Failure to maintain compliance with these provisions will be considered a material breach of contract subject to penalties up to and including termination of the contract.

**1. Federal Immigration and Nationality Act**

By applying for a Vendor Application Form or a Vendor Number to do business with Scottsdale Unified School District the signer warrants that it and all proposed subcontractors are in compliance with: 1) Federal Immigration and Nationality Act (FINA), A.R.S. §41-4401 and A.R.S. §23-214 and all other Federal Immigration laws and regulations related to the immigration status of its employees. The signer shall obtain statements from all subcontractors certifying compliance with this requirement and shall furnish the statements to the District Procurement Officer upon request.

**2. Terrorism Country Divestments**

In accordance with A.R.S. §35-392, Scottsdale Unified School District is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into a contract, a vendor/contractor warrants compliance with the Export Administration Act.

**3. Boycott of Israel: 95**

In accordance with A.R.S. § 35-393, Scottsdale Unified School District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments. By entering into a contract, a vendor/contractor warrants compliance.

**4. Fingerprint Clearance Card Requirement**

A contractor, subcontractor or vendor who is contracted to provide services on a regular basis on District property must obtain a valid fingerprint clearance card pursuant to A.R.S. §41-1758 et.seq. The Superintendent may exempt this requirement a contractor, subcontractor or vendor whom the Superintendent has determined is not likely to have independent access or unsupervised contact with students as part of the contractor's normal job duties while performing service to a school or the district. The signer warrants compliance with this law.

\_\_\_\_\_. Signer is to initial here if the business they do with Scottsdale Unified School District ***does not*** include *providing services on a regular basis on District property*.


Vendor/Contractor acknowledges that the School District retains the legal right to inspect the papers of any contractor, subcontractor, vendor or employee of same who works on the contract to ensure compliance with the above requirements. The vendor/contractor shall facilitate this inspection process by giving prior notice to their employees and supervisors.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Company Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or typed Name above & Title

	<b>Scottsdale Unified School District #48</b> <b>Deviations and Exceptions Form</b>	<b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b>
	<b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b>	

### DEVIATIONS AND EXCEPTIONS FORM

Offerors shall indicate any and all deviations and exceptions taken to the provisions or specifications in this solicitation document. Clearly identify the specific paragraph(s) of the solicitation where the deviations or exceptions occur, and describe in detail. Offeror's preprinted or standard terms will not be considered as part of any resulting Contract. All deviations and exceptions that are contained in the Offer may negatively affect the evaluation criteria as stated in the solicitation and may result in rejection of the Offer.

Deviations and Exceptions (mark one):

- \_\_\_\_\_ No exceptions
- \_\_\_\_\_ Exceptions taken (describe –attach additional pages if needed)


The Undersigned hereby acknowledges that all *deviations/exceptions* to this solicitation are clearly listed on this form:

Company Name: \_\_\_\_\_ Printed Name & Title: \_\_\_\_\_

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



Authorized Signature: \_\_\_\_\_

 <p>Scottsdale <i>Unified</i> Engage, Educate and Empower Every Student, Every Day</p>	<p align="center"><b>Scottsdale Unified School District #48</b> <b>Acknowledgment &amp; Non-Collusion Affidavit</b></p>	<p align="center"><b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b></p>
	<p><b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b></p>	

Each proposer will initial as having read and complied with all the Instruction, Terms, Conditions and Specifications. Failure to do so may seriously hamper the evaluation process.

Uniform Instructions to Offerors \_\_\_\_\_ please initial

Uniform General Terms & Conditions \_\_\_\_\_ please initial

Special Instructions \_\_\_\_\_ please initial

Special Terms & Conditions \_\_\_\_\_ please initial

Acknowledgment & Non-Collusion Affidavit \_\_\_\_\_ please initial

Please initial as an acknowledgment, if applicable, for amendments received:

**Amendment #1:** \_\_\_\_\_ **Amendment #2:** \_\_\_\_\_ **Amendment #3:** \_\_\_\_\_ **Amendment #4:** \_\_\_\_\_

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal (“Offeror”) with respect to the District’s RFP # **22-20-26** and having first been duly sworn, I hereby depose and state as follows:

1. The accompanying Proposal is genuine and such Proposal is neither a sham nor collusive, nor is such Proposal made in the interest or on behalf of any person or corporation not named herein.
2. The Offeror has not directly or indirectly induced or solicited any other bidder to put in a sham or collusive bid, or induced or solicited any other bidder to refrain from submitting a proposal.
3. The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other bidder.

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me


this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

**This page must be signed, notarized and returned with your proposal response**

 <p>Scottsdale <i>Unified</i> Engage, Educate and Empower Every Student, Every Day</p>	<p align="center"><b>Scottsdale Unified School District #48</b> <b>Vendor Contact Form</b></p>	<p align="center"><b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b></p>
	<p><b>RFP# 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b></p>	

ORDER INFORMATION		PAYMENT INFORMATION	
LEGAL NAME OF ORGANIZATION / INDIVIDUAL		LEGAL NAME OF <u>PAYEE</u>	
STREET ADDRESS		STREET ADDRESS	
STREET ADDRESS 2		STREET ADDRESS 2	
CITY		CITY	
STATE	ZIP	STATE	ZIP
PHONE NUMBER W/ EXTENSION	FAX NUMBER	PHONE NUMBER W/ EXTENSION	FAX NUMBER
CONTACT NAME		CONTACT NAME	
EMAIL ADDRESS FOR <u>PURCHASE ORDERS</u>		EMAIL ADDRESS FOR <u>ACCOUNTS RECEIVABLE</u>	
WEB ADDRESS		DOES YOUR COMPANY ACCEPT PURCHASE ORDERS?	
		YES NO	
D-U-N-S NUMBER		ARE YOU A SUSD EMPLOYEE?	
		YES NO IF YES, EXPLAIN:	
LOCAL REPRESENTATIVE NAME		RELATIVE OF SUSD EMPLOYEE?	
		YES NO IF YES, EXPLAIN:	
LOCAL REPRESENTATIVE CONTACT PHONE		MEMBER OR RELATIVE OF SUSD GOVERNING BOARD?	
		YES NO IF YES, EXPLAIN:	
LOCAL REPRESENTATIVE EMAIL			
<p align="center"><b>VENDOR ACKNOWLEDGEMENTS - BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT:</b></p>			
<p>1. I am duly authorized to certify the information requested herein.</p> <p>2. To the best of my knowledge, the elements of the information provided herein are accurate and true as of this date.</p> <p>3. My organization will comply with all State statutes and Federal equal opportunity and non-discrimination requirements and conditions of employment in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order Number 75-5 dated April 28, 1975.</p> <p>4. Filing of a Vendor Registration Application supplies information only and does not constitute an assumed obligation by Scottsdale Unified School District (SUSD) to guarantee contractual awards or agreements to my organization.</p> <p>5. Updating information contained on this form is solely the duty of my organization.</p> <p>6. My organization will not provide any product or service without first having in our possession an authorized SUSD Purchase Order. No products or services will be provided based on a verbal promise of a Purchase Order or with the submission of a requisition for a Purchase Order. I understand that payment for any product or service provided without an authorized Purchase Order is not the responsibility of SUSD and that I will have to obtain payment from the individual requestor.</p> <p>7. My organization will direct all communication regarding SUSD Purchase Orders to the SUSD Procurement Office.</p> <p>8. My organization will provide the Purchase Order number on all invoices submitted to SUSD. I understand that invoices received without this information will not be paid.</p> <p>9. My organization will submit all invoices directly to SUSD Accounts Payable and not to the requesting department or school.</p>			
PRINTED OR TYPED NAME		TITLE	
SIGNATURE		DATE	



**Scottsdale Unified School District #48  
Performance Bond**

**7575 E. Main Street  
Scottsdale, AZ 85251  
480-484-6151**

**RFP#: 22-20-26**

**PROJECT: CM@R Services for Pueblo Elementary School  
Rebuild/Remodel**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_  
(hereinafter called Principal), as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws of the State  
Of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_  
, (hereinafter called the  
Surety), as Surety, are held and firmly bound unto the Phoenix Union High School District (hereinafter called the Obligee) in  
the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment  
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_, for the material, service or construction  
described as \_\_\_\_\_

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 said Principal shall faithfully perform  
and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said  
contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the  
contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all  
duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being  
hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be  
fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_


\_\_\_\_\_  
Principal Seal

BY \_\_\_\_\_

\_\_\_\_\_  
Surety Seal

BY \_\_\_\_\_



	<b>Scottsdale Unified School District #48</b> <b>Performance Bond</b>	<b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b>
	<b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b>	



**Scottsdale Unified School District #48  
Payment Bond**

**7575 E. Main Street  
Scottsdale, AZ 85251  
480-484-6151**

**RFP#: 22-20-26  
PROJECT: CM@R Services for Pueblo Elementary School  
Rebuild/Remodel**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT,  
(hereinafter called Principal), as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws of the State  
Of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_,  
(hereinafter called the  
Surety), as Surety, are held and firmly bound unto the Phoenix Union High School District (hereinafter called the Obligee) in  
the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment  
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_, to construct and complete a certain  
work described as \_\_\_\_\_  
\_\_\_\_\_ 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 said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_


\_\_\_\_\_  
Principal Seal


BY \_\_\_\_\_

\_\_\_\_\_  
Surety Seal

BY \_\_\_\_\_

\_\_\_\_\_  
Agency of Record

	<b>Scottsdale Unified School District #48</b> <b>Payment Bond</b>	<b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b>
	<b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b>	

	<b>Scottsdale Unified School District #48</b> <b>Financials</b>	<b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b>
	<b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b>	

## Financial Information

## **EXHIBIT C**

Construction Manager's response to the District's RFQ





RFQ#: 22-20-26 | July 21, 2021

CM@R Services for  
Pueblo Elementary School Rebuild/Remodel

*viva*  
*pueblo!*

**MCCARTHY**<sup>®</sup>

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Scottsdale Unified School District, #48  
Procurement Department  
7575 E. Main St.  
Scottsdale, AZ 85251

RE: RFQ# 22-20-26 CMAR Services for Pueblo Elementary School Rebuild/Remodel

### **Dear Members of the Selection Committee:**

Over the last five years the 2016 Capital Improvement Bond has allowed the Scottsdale Unified School District (SUSD) to continue your mission of "Engaging all students in world-class, future focused learning." As the last significant project of your capital bond program, Pueblo Elementary School Rebuild/Remodel project represents the final chapter in this journey. To deliver this project on budget, open by the first day of the 2023 school year, and with no interruptions to existing campus operations you need a team that is proven and adds value. The community eagerly awaits their new campus and pressure is high to deliver with no surprises. The team we have proposed is prepared to do just that.

**SHARED RESOURCES FROM KIVA LEAD TO COST SAVINGS** | We are well on our way to delivering an incredible project for you at Kiva Elementary and believe there is a significant benefit to constructing Pueblo Elementary as well. **Due to the forecasted four month overlap of construction schedules for your Kiva Elementary and Pueblo Elementary projects, the corresponding economies of scale result in reduced general conditions and over \$100,000 in cost savings for the District.** It is a win for you in both cost savings and team consistency. We are the only team who can offer the benefit of delivering two campuses in parallel.

**DELIVERING MORE FOR YOUR BOND DOLLAR** | As demonstrated by our delivery thus far at Kiva Elementary, our team is proactive in the design development phase which means added value for all stakeholders. **We work side-by-side with Sue Gray and her design professionals to deliver solutions that meet your vision, are compliant with District standards, and mitigate the impacts of the current market conditions.** Our approach results in delivering more for every dollar. It is a win-win-win for all stakeholders and most importantly, a process that takes into account the requirements and intent of all parties.

**PROVEN SUCCESS WITH BWS** | Your project is off to a great start with selection of BWS Architects as your design firm. Our experience is that BWS provides options, works closely to address the needs of all stakeholders, and most importantly, listens. **Our combined efforts have resulted in the delivery of over \$200M in education projects successfully. The proposed team of Project Director Tyler Shupe, Preconstruction team of Andrew Gillett and Brett Foster, Project Manager Tuyet Jacobson, and Superintendent Jason Grant have worked with BWS on three consecutive K12 projects.** No other combination of contractor and design professional is stronger and delivers more for you dollar.

**SAFETY PERFORMANCE LEADS TO COST SAVES** | Safety is part of who we are. It is our culture. What that means for you is that because we deliver at such a high level not only are your students, faculty, and administration safe, but you reap the benefits of our proven history. **Because of our historical performance, the bonding and insurance premiums we receive are over 10% less than our competition resulting in a 2-3% construction cost reduction. On a \$19.5 million dollar project you save over \$400,000 because we deliver quality projects in a consistently safe manner.** Not only does everyone associated with the project go home safely, but you receive the added benefit of a reduced cost.

We are excited to partner with you, BWS, and the Pueblo community for the long-awaited, world-class, future-focused learning facility. Please consider us to join you for the final hurrah of your 2016 Bond journey at Pueblo Elementary School!

Sincerely,



**Bryan Kuster, Sr. VP, Education Building Group**  
bkuster@mccarthy.com | (480) 229-8605







## A Note From Your Project Manager

# TUYET JACOBSON

### **"I was born to be a community builder!"**

I grew up inspired by my father who always worked with his hands and ultimately sparked my interest in construction. Having the opportunity to build schools for the community has been the most fulfilling part of working in this industry. **Every campus replacement is an opportunity to engage with current students who are the most excited about their new building.** From understanding how electricity travels from a substation to power their laptops, to understanding why portions of the campus are set aside for retaining water, I love seeing the light bulbs go off when I get to talk about the built environment.

Although I strive to inspire these kids to become educated about a non-traditional career, especially girls who are interested in STEAM, **I am truly humbled to leave my fingerprint on a building that will impact generations for decades to come.**

This past year has allowed me to reflect on what teachers and community members sacrifice to ensure a strong foundation for our kids. I've sat in the classrooms we've built directly across from a librarian reading books to 30+ students over Zoom. We've put together teacher appreciation bins that included masks, hand sanitizers, and other goods that would otherwise be an additional cost to our teachers. Eventually, I could even give hugs to the kitchen staff who spent all day in the Arizona heat passing out meals for students who otherwise would not have the typical meal they got pre-Covid. **These truly touching moments are the most rewarding part of building schools; the selfless and challenging times we don't always see.**

My promise to the Scottsdale Unified School District is an engaged team that will listen to every need and deliver beyond expectations. We look forward to partnering with the BWS team once again to bring their design to life!



Packing boxes and prepping the Arts & Crafts Room of RyanHouse for a remodel sponsored by McCarthy



Teaching students about electricity with Superintendent Jason Grant at Arroyo Elementary School project



Dropping off Back to School Bins for the teachers of Madison Park Middle School

## 1. BASIC COMPANY INFORMATION

### A. Company name

McCarthy Building Companies, Inc.

### B. Address

6225 N 24th Street, Suite 200, Phoenix, AZ 85016

### C. Telephone number

(480) 449-4700

### D. Fax number

(480) 449-4747

### E. Email address

tshupe@mccarthy.com

### F. Name of primary contact person

Tyler Shupe, Project Director

### G. Number of years in business (under the submitted name) and number of years operating within the Phoenix metro area.

157 years in business; 21 years under the submitted name; and 42 years serving the Phoenix metro area.



### H. Arizona license(s) held by the firm:

- » General Commercial Contractors | Class B-01, 080911
- » General Engineering | Class A, 080910
- » Residential General Building Contractor | Class B, 133580
- » Air Conditioning & Refrigeration | Class CR-39, 138400
- » Plumbing | Class C-37, 251222
- » Arizona Department of Gaming | State ID # 94663

### I. If the firm has more than one office, provide specific information about the parent company and administering branch office.

McCarthy was founded in 1864 and today, McCarthy is headquartered in St. Louis, Missouri and will administer this project from our Phoenix, AZ regional office. The Phoenix office of McCarthy was established in the late 1970s as a fully-developed regional office responsible for providing the entire range of client services for Arizona.

### J. Indicate the type of ownership.

Employee-owned S-Corporation.

McCarthy Building Companies, Inc. is a wholly-owned subsidiary of McCarthy Holdings, Inc., which is a wholly owned subsidiary of Genuine McCarthy Enterprises, Inc. 100% of the outstanding shares of Genuine McCarthy Enterprises, Inc. are owned by the Genuine McCarthy Employee Stock Ownership Plan (ESOP).

250+

## K-12 CM@R PROJECTS

- Founded in 1864
- Top K-12 builder in Arizona
- 100% Employee-Owned
- Self-Performs Major Trades
- Value & Solutions Oriented



Chaparral High School



Faith Mathers Sossaman Elementary



Saguaro Elementary School



Pat Tillman Middle School

## 2. KEY PERSONNEL

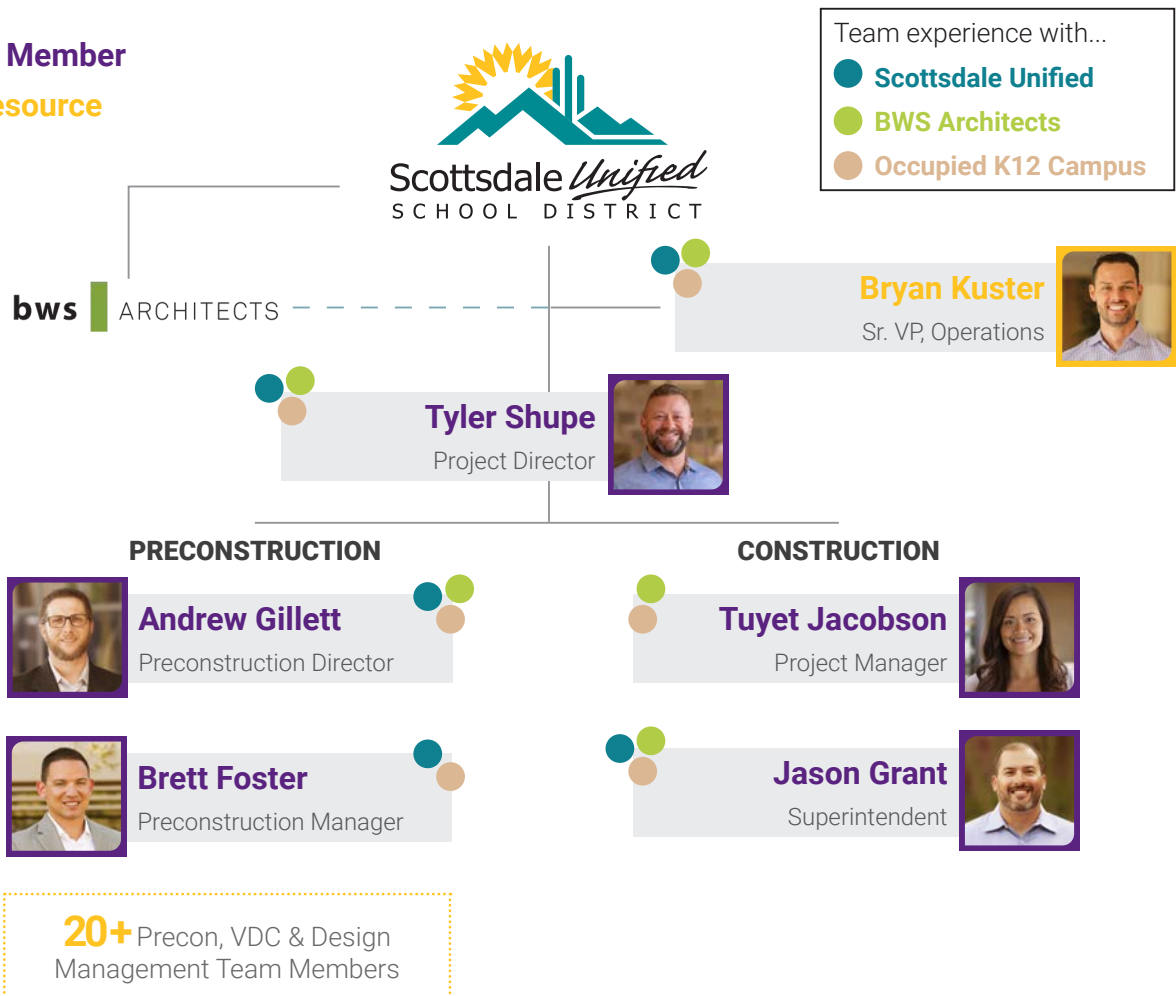
A. Identify and present the project team consisting of all key personnel who will be specifically assigned to this project from pre-construction phase through project warranty phase (general management, project management, estimator, construction superintendent, marketing coordinator, etc.). Number of years with submitting firm shall be noted. Please refer to the organizational chart below for our proposed project team. Please see our team resumes provided on the following pages with each individual's duration with the firm.

B. Detailed information regarding each key personnel's education and experience shall be clearly identified. Specific experience with performing CMAR projects shall be identified. Resumes shall be provided for all assigned personnel. Please see resumes for key personnel on the following pages.

C. Provide an organizational chart of the team selected for the appropriate project scopes.

### Key Team Member

### Shared Resource



### ADDED VALUE SHARED RESOURCES | These shared resources benefit SUSD at no added cost.

They bring knowledge and best practices to our on-site staff - eliminating learning curves and providing expertise in each of their functions.



**Travis Nester**  
Safety Director



**Robert Edkins**  
Scheduler



**Steven Roberts**  
Warranty Manager



**Abby Godfrey**  
Marketing Support



**Tina Malcolmson**  
Quality Director



**Fernando Rivas**  
VDC Manager



**Frances Inestroza**  
Community Outreach





## BRYAN KUSTER LEED® AP BD+C

Sr. VP, Operations

### MY COMMITMENT TO PUEBLO

**“ I’m proud to be a member of the SUSD Foundation Board - a group focused on the education and experiences of its teachers and students. Being on the board has allowed me to give back to the District my daughter will attend this fall. Her and I are both so excited for her to become a student at Pueblo! In work and in life, I’m grateful to be part of an organization that is positively impacting the community in which I live and build.”**

### CAREER SUMMARY

**15 YEARS WITH MCCARTHY**  
17 total years experience

### EDUCATION

Bachelor of Science  
Construction Management  
Arizona State University

### PROFESSIONAL & COMMUNITY AFFILIATIONS

Associate Design-Build Professional  
ABA Young Builders Council

**Scottsdale Unified School District  
Foundation, Board Member**

U.S. Green Building Council

Bryan brings over 15 years of educational building experience to this project as well as an outstanding reputation building in the K12 market. **Bryan will ensure this team and SUSD have the resources to deliver an exceptional building for the Pueblo community and the District.** He will remain involved throughout the entire construction process from the preconstruction efforts through warranty and beyond. **As a SUSD Foundation board member and a parent of student at Pueblo Elementary, Bryan’s commitment to SUSD is unmatched.**

### SIMILAR PROJECT EXPERIENCE

#### Kiva Elementary Rebuild

*CM@R* | **Scottsdale Unified School District** | Scottsdale, AZ

\$20 million rebuild of the elementary school will include multiple phases of construction for demolition, new construction, and site reconstruction including approximately 70,000 of educational facilities in four buildings.

#### Saguaro High School Innovation Center

*Job Order Contracting (JOC)* | **Scottsdale Unified School District** | Scottsdale, AZ  
\$1.5 million, 5,052 sf addition. Scope includes technology lab, electronics lab, 3D print lab for robotics program, engineering, and technology programs. Includes upgrades to site work and fire lane adjacent to building. *Built with BWS Architects*

#### Arroyo Elementary School Campus Replacement

*CM@R* | **Washington Elementary School District** | Glendale, AZ  
\$16.2 million, 74,600 sf replacement K-8 school includes a new administration building, media center, classroom building with flexible lab spaces, an open courtyard amphitheater, gymnasium, and cafe. Project also included site improvements such as parking, drop-off and play fields. *Built with BWS Architects*

#### Verrado Heritage Elementary

*CM@R* | **Litchfield Elementary School District** | Buckeye, AZ

\$12 million, new 80,500 sf K-8 school that includes two classroom buildings connected by a bridge to a gymnasium, cafeteria, media building, and an administration building.

#### Saguaro Elementary School & Casa Grande Middle School Replacement

*CM@R* | **Casa Grande Elementary School District** | Casa Grande, AZ

\$20.5 million, complete redevelopment for a new combined 92,000 sf K-8 campus for Casa Grande Middle School and Saguaro Elementary School. The revitalized campus includes new classroom buildings with collaborative and flexible learning areas, shared administrative spaces, gymnasium, band room, cafeteria, library and outdoor parking lot, playground and athletic fields. An existing gymnasium, performing arts and admin building were renovated and reintegrated into the overall campus.



## TYLER SHUPE

Project Director

### MY COMMITMENT TO PUEBLO

“ I want to be involved for the entire project, start to finish. I’m eager to work with Scottsdale Unified, BWS, and my McCarthy team on the successful completion of your new school. As a father of four, I recognize the importance of a well built educational facility, and the positive ripple effect it has on a community.”

### CAREER SUMMARY

15 years with McCarthy  
20 total years experience

### EDUCATION

Bachelor of Science  
Construction Management  
Colorado State University

### PROFESSIONAL & COMMUNITY AFFILIATIONS

U.S. Green Building Council

Tyler comes to Pueblo with an outstanding reputation working on educational facilities. **He will lead the team including coordination with the design and preconstruction effort, provide constructability and value engineering reviews, as well as logistics and construction scheduling during the preconstruction stages.** He remains deeply involved throughout construction to ensure goals are met and adequate resources are available.

### SIMILAR PROJECT EXPERIENCE

#### Kiva Elementary Rebuild

CM@R | [Scottsdale Unified School District](#) | Scottsdale, AZ

\$20 million rebuild of the elementary school will include multiple phases of construction for demolition, new construction, and site reconstruction including approximately 70,000 of educational facilities in four buildings.

#### Echo Canyon K-8 (Formerly ANLC) Campus Rebuild

CM@R | [Scottsdale Unified School District](#) | Scottsdale, AZ

\$14.6 million, multi-phase K-8 campus replacement project that includes a new two-story classroom building and full size multi-purpose room.

#### Saguaro High School Innovation Center

Job Order Contracting (JOC) | [Scottsdale Unified School District](#) | Scottsdale, AZ  
\$1.5 million, 5,052 sf addition. Scope includes technology lab, electronics lab, 3D print lab for robotics program, engineering, and technology programs. Includes upgrades to site work and fire lane adjacent to building. *Built with BWS Architects*

#### Faith Mather Sossaman Elementary School

CM@R | [Queen Creek Unified School District](#) | Queen Creek, AZ

\$15.5 million, 85,000 sf new STEAM elementary school that incorporates great circulation along with a secure enclosed campus. Scope includes new administration area, multi-purpose buildings with music and band classrooms, a stage and combination gym cafeteria space, state-of-the-art computer lab, maker space and media center. All of which surround an inviting amphitheater space that leads out to baseball, and soccer fields, basketball courts, and playgrounds.

#### Northeast Campus

CM@R | [Western Maricopa Education Center \(West-MEC\)](#) | Phoenix, AZ

\$40 million, 134,000 sf renovation of existing warehouse for construction trades classrooms, computer labs, and administration as well as renovation to another existing structure for auto/truck repair training. Additions include auto collision training building and a veterinary technicians training building.





## TUYET JACOBSON

Project Manager

### MY COMMITMENT TO PUEBLO

“As your Project Manager, my number one goal is to make this project as seamless and organized as possible. From day one, until your return to campus, I will hold our team accountable, ensure excellent communication, and make sure the Pueblo community gets the best possible project.”

### CAREER SUMMARY

7 years with McCarthy  
9 total years experience

### EDUCATION

Bachelor of Science  
Construction Management  
Arizona State University

### PROFESSIONAL & COMMUNITY AFFILIATIONS

U.S. Green Building Council

C.A.C.T.U.S - Careers in Architecture,  
Construction, and Trades Uplifting  
Students.

ASU Del Webb School of Construction  
Alumni Chapter VP

**Tuyet is the primary point of contact for SUSD, Pueblo, and BWS throughout construction and project close-out.** She assists in negotiation, buy-out of contracts, purchase orders, finalizes the master construction schedule, coordinates contractor activities, and manpower requirements. Tuyet has responsibility for final review and approval of the schedule of values and monthly pay requests. She leads construction meetings and coordinates equipment start-up, final inspections, owner instructions, and building occupancy.

### SIMILAR PROJECT EXPERIENCE

#### Arroyo Elementary School Campus Replacement

CM@R | Washington Elementary School District | Glendale, AZ

\$16.2 million, 74,600 sf replacement K-8 school includes a new administration building, media center, classroom building with flexible lab spaces, an open courtyard amphitheater, gymnasium, and cafe. Project also included site improvements such as parking, drop-off and play fields. *Built with BWS Architects*

#### Saguaro Elementary School & Casa Grande Middle School Replacement

CM@R | Casa Grande Elementary School District | Casa Grande, AZ

\$20.5 million, complete redevelopment for a new combined 92,000 sf K-8 campus for Casa Grande Middle School and Saguaro Elementary School. The revitalized campus includes new classroom buildings with collaborative and flexible learning areas, shared administrative spaces, gymnasium, band room, cafeteria, library and outdoor parking lot, playground and athletic fields. An existing gymnasium, performing arts and admin building were renovated and reintegrated into the overall campus.

#### Millennium High School Gymnasium and Campus Renovations

CM@R | Agua Fria Union High School District | Buckeye, AZ

\$16.5 million gymnasium, new sport facilities, miscellaneous campus renovations, competition gymnasium for basketball, volleyball, racquetball and wrestling that is set to be the venue for tournaments in the west valley. The new building is being constructed on an existing and operating campus. The Fine Arts renovation is a fast-paced summer project which includes build-out and renovation of 18,000 sf of existing classrooms and athletic spaces to expand the performing arts capacity. *Built with BWS Architects*

#### CA Flats PV 171MWdc First Solar Project

EPC | First Solar, Inc. | Paso Robles, AZ

1,200-acre, 130-MWac solar facility included a part fixed rack, part tracking, and tracker procurement. As part of a larger utility-scale solar plant, the facility will generate clean energy and help serve about 100,000 homes per year and displace the equivalent of 22,000 cars worth of carbon dioxide annually.



## JASON GRANT

Project Superintendent

### MY COMMITMENT TO PUEBLO

**“** I've committed my career to building education facilities and am committed to giving SUSD and the Pueblo staff and students the smoothest construction experience possible. My obsession with a clean and organized job site makes a stress-free experience for everyone. **Let's have some fun and give the students and teachers of Pueblo the school they deserve!”**

### CAREER SUMMARY

15 years with McCarthy  
23 total years experience

### PROFESSIONAL & COMMUNITY AFFILIATIONS

U.S. Green Building Council

**Jason's primary focus is on quality control and safety. He coordinates, supervises, and inspects field construction including our self-perform teams.** Jason also takes responsibility for reviewing and adjusting manpower requirements, monitoring quality of all activities on a daily basis, and is the leader for our weekly subcontractor progress meetings. He assists in equipment start-up, final inspections, owner instructions, and building occupancy. Additionally, he will coordinate and supervise the pre-punch and punch list activities.

### SIMILAR PROJECT EXPERIENCE

#### Kiva Elementary Rebuild

*CM@R* | [Scottsdale Unified School District](#) | Scottsdale, AZ

\$20 million rebuild of the elementary school will include multiple phases of construction for demolition, new construction, and site reconstruction including approximately 70,000 of educational facilities in four buildings.

#### Arroyo Elementary School Campus Replacement

*CM@R* | [Washington Elementary School District](#) | Glendale, AZ

\$16.2 million, 74,600 sf replacement K-8 school includes a new administration building, media center, classroom building with flexible lab spaces, an open courtyard amphitheater, gymnasium, and cafe. Project also included site improvements such as parking, drop-off and play fields. *Built with BWS Architects*

#### Saguaro Elementary School & Casa Grande Middle School Replacement

*CM@R* | [Casa Grande Elementary School District](#) | Casa Grande, AZ

\$20.5 million, complete redevelopment for a new combined 92,000 sf K-8 campus for Casa Grande Middle School and Saguaro Elementary School. The revitalized campus includes new classroom buildings with collaborative and flexible learning areas, shared administrative spaces, gymnasium, band room, cafeteria, library and outdoor parking lot, playground and athletic fields. An existing gymnasium, performing arts and admin building were renovated and reintegrated into the overall campus.

#### Chaparral High School Replacement Buildings & Gym

*CM@R* | [Scottsdale Unified School District](#) | Scottsdale, AZ

\$50 million, 320,000 sf replacement of existing buildings on active campus in two phases, including additions and major modernizations to the gymnasium, performing arts center, and central plant.

#### Verrado Heritage Elementary

*CM@R* | [Litchfield Elementary School District](#) | Buckeye, AZ

\$12 million, new 80,500 sf K-8 school that includes two classroom buildings connected by a bridge to a gymnasium, cafeteria, media building, and an administration building.



## ANDREW GILLETT LEED AP BD+C

Preconstruction Director

### MY COMMITMENT TO PUEBLO

“Most of my career has been dedicated to developing creative precon approaches for our education clients. I’m excited to share our best and innovative solutions to bring SUSD’s vision for Pueblo come to life. **Along with Brett Foster and our entire Education Building Group estimating team, we are committed to a dynamic and collaborative preconstruction effort with BWS.**”

### CAREER SUMMARY

9 years with McCarthy  
11 total years experience

### EDUCATION

Bachelor of Science  
Construction Management  
Brigham Young University

### PROFESSIONAL & COMMUNITY AFFILIATIONS

Adjunct Professor at Brigham Young  
University - Idaho

Andrew will work closely with Brett Foster in the preparation of the project’s estimates. **He will oversee the coordination of the cost estimating, scheduling, value analysis, constructibility reviews, design document reviews, and trade partner efforts.** Andrew will manage the compilation and integration of all estimating disciplines as each estimate is produced. He leads all preconstruction meetings with SUSD, BWS, and trade partners to integrate our services with the activities of all team members.

### SIMILAR PROJECT EXPERIENCE

#### Kiva Elementary Rebuild

CM@R | [Scottsdale Unified School District](#) | Scottsdale, AZ

\$20 million rebuild of the elementary school will include multiple phases of construction for demolition, new construction, and site reconstruction including approximately 70,000 of educational facilities in four buildings.

#### Millennium High School Gymnasium and Campus Renovations

CM@R | [Agua Fria Union High School District](#) | Buckeye, AZ

\$16.5 million gymnasium, new sport facilities, miscellaneous campus renovations, competition gymnasium for basketball, volleyball, racquetball and wrestling that is set to be the venue for tournaments in the west valley. The new building is being constructed on an existing and operating campus. The Fine Arts renovation is a fast-paced summer project which includes build-out and renovation of 18,000 sf of existing classrooms and athletic spaces to expand the performing arts capacity. *Built with BWS Architects*

#### Echo Canyon K-8 (Formerly ANLC) Campus Rebuild

CM@R | [Scottsdale Unified School District](#) | Scottsdale, AZ

\$14.6 million, multi-phase K-8 campus replacement project that includes a new two-story classroom building and full size multi-purpose room.

#### Arizona State University Biodesign Institute C

CM@R | [Arizona State University](#) | Tempe, AZ

\$99 million, 191,035 sf multi-functional research facility designed to include critical lab and research support space. It is a 5-story plus basement facility that includes both wet and dry laboratory space layouts that feature maximum flexibility and adaptability for chemistry, engineering, and the biological sciences. *Built with BWS Architects*

#### Auxier Elementary School

CM@R | [Chandler Unified School District](#) | Queen Creek, AZ

\$16.9 million, new 91,000 sf elementary school on 13-acres.





## BRETT FOSTER

Preconstruction Manager

### MY COMMITMENT TO PUEBLO

“ Together - our team, including Scottsdale Unified and BWS, has a responsibility to the community, staff, and students of Pueblo to ensure every dollar of this project is well-spent. **My goal is for my team to provide exceptional precon services and options so each stakeholder is confident we maximized every penny!**”

### CAREER SUMMARY

7 years with McCarthy  
7 total years experience

### EDUCATION

Bachelor of Science  
Construction Management  
Milwaukee School of  
Engineering

### PROFESSIONAL & COMMUNITY AFFILIATIONS

American Institute of Constructors  
Arizona Builders Alliance YBC  
American General Contractors  
Association  
SWAAE

Brett, along with this staff, will coordinate the cost estimating, scheduling, value analysis, constructability reviews, design document reviews, and subcontracting efforts. **He will attend preconstruction meetings with SUSD, the design team, and consultants to integrate our services with the activities of all team members** and will manage the compilation and integration of all estimating disciplines as each estimate is produced.

### SIMILAR PROJECT EXPERIENCE

#### Kiva Elementary Rebuild

CM@R | [Scottsdale Unified School District](#) | Scottsdale, AZ

\$20 million rebuild of the elementary school will include multiple phases of construction for demolition, new construction, and site reconstruction including approximately 70,000 of educational facilities in four buildings.

#### Multi-Phased Power Campus Expansion & Renovations

CM@R | [East Valley Institute of Technology](#) | Mesa, AZ

\$40 million of work design and constructed in three sub-phases on an active campus without interruptions to any learning environments. This project includes new buildings and a parking garage.

#### Multi-Phased Northwest Campus

CM@R [West-MEC](#) | Surprise, AZ

\$47.5 million, multi-phased Career Technical Education (CTE) high school campus. Phase 1 was a 45,000 sf new building housing several programs and administrative offices. Phase 2 consisted of one single story administration building and one two story interior renovation building. Phase 3 consisted of one single story Veterinary Science building and associated parking and site work.

#### Madison Simis Elementary School

CM@R | [Madison Elementary School District](#) | Phoenix, AZ

\$15.5 million, 72,000 sf complete campus redevelopment includes demolition of existing buildings and construction of new administration building, library/media center, classrooms, and preschool.

#### Verrado Heritage Elementary

CM@R | [Litchfield Elementary School District](#) | Buckeye, AZ

\$12 million, new 80,500 sf K-8 school that includes two classroom buildings connected by a bridge to a gymnasium, cafeteria, media building, and an

### 3. EXPERIENCE OF FIRM

**A. Identify five most recent representative examples of similar work along with contact information for each.**

A representation of our five most recent similar projects are included on the following pages.

**B. Provide a statement of firm's history for submitting claims. Provide specific information, i.e., type of claim, date, reason, amount, and outcome, indicating the total number of claims filed during the past five years.**

Our Education Building Group has not filed any claims in the last five years.

**C. Provide detail regarding any liquidated damages ever accessed by an owner for late completion of a project within the past five years.**

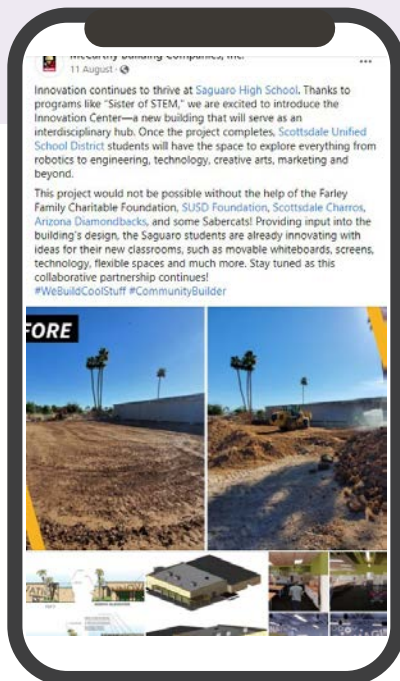
None.

**D. When responding to the project experience section of this RFQ (3-A above), firms shall include representative projects that support the chosen project.**

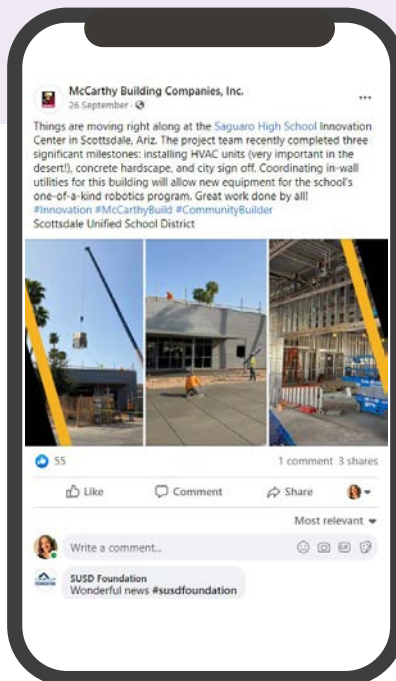
Please see the following pages for our representative projects similar in scope to the Pueblo Elementary School project.

### Partnership with BWS at the Saguaro High School Innovation Center

The Saguaro High School Innovation Center was a fantastic opportunity to partner with the Scottsdale Unified School District Foundation, Scottsdale Unified School District, and other generous contributors in creating a world-class future-focused learning facility. This endeavor is currently providing opportunities for our future leaders to become college and career ready and we are happy to have contributed to its success. We engaged in a “true partnership” from beginning to end on this project. Our win-win-win approach to project delivery began with the assistance provided to the Foundation to generate interest in the program by posting on social media. We look forward to our continued partnerships on Pueblo Elementary by creating impactful stories to share.



08/11/2020



09/26/2020



11/08/2020

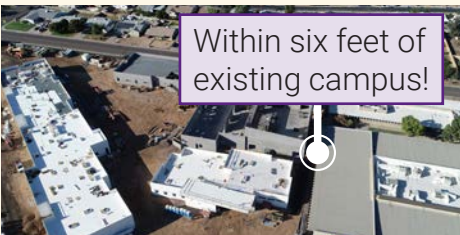


Project Director **Tyler Shupe** sharing remarks alongside partner **Sue Gray** with BWS Architects at the grand opening of the Innovation Center. Tyler and Sue have a long-standing relationship as partners delivering education projects across the Valley. **We believe you've made a great choice in BWS as your design team and bring proven success working together on Scottsdale Unified School District projects.**



## Arroyo Elementary School Campus Replacement (*Knock Down, Rebuild*)

Washington Elementary School District



### Constant Communication Ensured Zero Interruptions to Occupied Campus

This new school was built within a few feet of the existing, fully active campus where teaching and learning continued to happen throughout construction. With careful planning, scheduling, and daily coordination with staff, the McCarthy team was able to coexist with faculty and students with zero interruptions to campus activities.

### SIMILAR ATTRIBUTES

- » Built with BWS Architects
- » Demolition & Rebuild
- » Active campus
- » Multi-purpose space
- » Logistics of relocating the campus from existing spaces to new spaces
- » Neighborhood Campus

#### Description

\$16.2 million, 74,600 sf, replacement K-8 school. Phase 1 included three new buildings that consists of classrooms, admin/media, and a multipurpose room. Phase 2 included new parking, bus loops, parent pick-up and drop-off, and play fields. The new campus houses flexible lab spaces, an open courtyard, amphitheater, and cafenadium on an existing operating campus.

#### Location

Glendale, AZ

#### Original GMP

\$16,248,000

#### Architect Firm & Contact

**BWS Architects**  
**Sue Gray, Architect**  
**(480) 980-9054**

#### Final Amount

\$16,248,000

#### Total Change Orders

0

#### Key Contact & Phone

Washington Elementary School District  
 Mike Kramer, Director of Capital  
 Projects & Maintenance  
 (602) 347-4835

#### Original Completion

11/14/2020

#### Actual Completion

11/14/2020

#### Construction Services

Preconstruction and construction  
 services with GMP

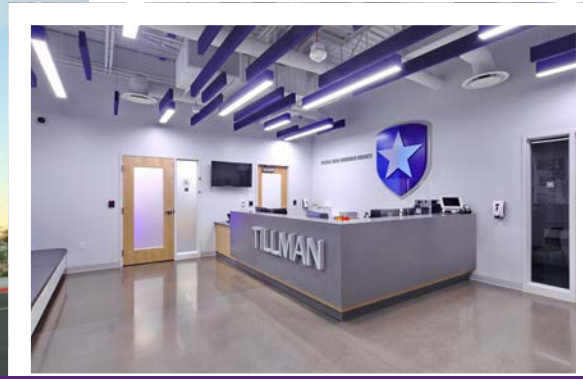
#### Delivery Method

CM@R

#### GMP Established

90%





# Pat Tillman Middle School Rebuild *(Knock Down, Rebuild)*

Balsz School District



## Engaging Students for Project Milestones

We love to engage students in the design and construction of their new school! Involving students in this process brings a sense of pride and belonging. One example of this was the beam signing for our final beam top-out. This beam is fully visible in one of the level 2 classrooms for students to see how they left their mark on the new building.

### SIMILAR ATTRIBUTES

- » Tight schedule
- » Tight site with limited access
- » Occupied campus
- » Close proximity to neighbors
- » Strategic focus on community engagement
- » Uninterrupted bus flow and student drop-off and pick-up

### Description

\$17.1 million, preconstruction and construction services for a new middle (6-8) school to replace existing school, including all site improvements. The new school will have the Tillman Tunnel which will lead the students to their updated campus complete with new media center, administration, and new two-story classroom building with open collaborative and flexible teaching spaces, as well as state-of-the-art learning technology. The school is celebrating Tillman by establishing guiding principles inspired by his acts of heroism.

### Location

Phoenix, AZ

### Original GMP

\$17,100,000

### Architect Firm & Contact

DLR Group  
Carmen Wyckoff, Architect  
(602) 381-8580

### Final Amount

\$16,500,000 - Under Budget!

### Total Change Orders

0

### Key Contact & Phone

Balsz Elementary School District  
Tim Leedy, Director of Business  
(602) 629-6460

### Original Completion

10/30/2020

### Actual Completion

10/26/2020 - Early!

### Construction Services

Preconstruction and construction services with GMP

### Delivery Method

CM@R

### GMP Established

90%



# Saguaro Elementary School & Casa Grande Middle School Replacement *(Knock Down, Rebuild)*

Casa Grande Elementary School District



## Coordination with APS Leads to Cost and Schedule Savings

The main electrical feed for the middle school ran directly under one of the new buildings. We worked with APS to get a variance to build on top of that existing line. We were able to construct the new building with zero disruptions to the power that fed the existing middle school until it was ready to be demolished. This enabled the project to save approximately \$100,000 and nearly FOUR MONTHS in the schedule! As we look at the impacts to existing utilities at Pueblo, we will take similar considerations and utilize any relationships we have with your existing utility providers.

## SIMILAR ATTRIBUTES

- » Strategic attention to security throughout campus
- » Demolition & rebuild
- » Occupied campus
- » Logistics of relocating the campus from existing spaces to new spaces
- » Influenced design to meet budget challenges
- » Limited access to construction site
- » Community involvement & student engagement

## Description

Formerly separate campuses on a shared site, this project was a complete redevelopment for a new combined campus for Casa Grande Middle School and Saguaro Elementary School. The campus includes classroom buildings with collaborative and flexible learning areas, shared administrative spaces, gymnasium, band room, cafeteria, library, parking lot, playground, and athletic fields.

## Location

Casa Grande, AZ

## Architect Firm & Contact

SPS+ Architects  
Mark Davenport, Partner / Architect  
(480) 991-0800

## Key Contact & Phone

Casa Grande Elementary School District  
Tom Wohlleber, Chief Financial Officer  
(520) 876-3206

## Construction Services

Preconstruction and construction services with GMP

## GMP Established

90%

## Original GMP

\$20,500,000

## Final Amount

\$20,500,000

## Total Change Orders

0

## Original Completion

7/6/2018

## Actual Completion

7/6/2018

## Delivery Method

CM@R



# Madison Simis Elementary Campus Redevelopment (Knock Down, Rebuild)

Madison Elementary School District

## SIMILAR ATTRIBUTES

- » Campus replacement
- » Close proximity to active, involved neighbors
- » Collaborative jobsite culture
- » Limited site access
- » Tight and challenging schedule
- » Logistics of relocating the campus from existing spaces to new spaces

### Description

72,000 sf, complete campus redevelopment. Phase I included demolition of existing building and construction of a new classroom building. Phase II included demolition of existing buildings and construction of a new admin, library/media center, classrooms, and preschool. Phase III consisted of final site work, parking lots, and landscape.

### Location

Phoenix, AZ

### Architect Firm & Contact

Orcutt | Winslow  
Vispi Karanjia, Managing Partner  
(602) 257-1764

### Key Contact & Phone

Madison Elementary School District  
Patrick Calvin, Director  
(602) 664-7700

### Construction Services

Preconstruction and construction services with GMP

### GMP Established

90%

### Original GMP

\$15,536,000

### Final Amount

\$15,448,000 - **Under Budget!**

### Total Change Orders

3 (All \$385,366 of contingency was returned and owner added bottle fillers to all drinking fountains, fencing, special systems, speakers, landscape, gutters, and other miscellaneous items.)

### Original Completion

8/1/2016

### Actual Completion

7/31/2016 - **Early!**

### Delivery Method

CM@R





## Echo Canyon K-8 Campus Rebuild (formerly Arcadia Neighborhood Learning Center) Scottsdale Unified School District



### Collaboration & Partnership

"This was one of, if not the most challenging, yet rewarding projects of my career! We were hand selected to build this project due to the complexity of the affluent neighborhood environment, our ability to influence design and overall cost of the project, and the extremely tight project schedule. The most challenging aspect to this campus was that it sits three feet below the adjacent street to accommodate the property values of the adjacent neighbors. Our ability to manage community perception / desire while beating the district's budget, providing a safe construction site with zero incidents and minimum quality incidents proves we are the best partner for Pueblo Elementary School." - Tyler Shupe, Project Director

### SIMILAR ATTRIBUTES

- » Campus replacement
- » Close proximity to active, involved community
- » Strategic focus on community engagement
- » Limited site access
- » Tight and challenging schedule
- » Logistics of relocating the campus from existing spaces to new spaces
- » Complex project on occupied campus

### Description

This 14-month, multi-phased campus revitalization involved the construction of five new buildings on an occupied campus. The 63,000 sf included three classroom wings, a gymnasium, multi-purpose and a library/administration building. The second phase of the project involved the early turnover of the new multi-purpose building and one classroom wing. Demo of the remaining existing 50,000 sf campus and construction of the new parking lot, playground, and sport fields was completed over the school's summer break.

### Location

Scottsdale, AZ

### Original GMP

\$14,700,000

### Architect Firm & Contact

Corgan Associates Inc.  
Bob Erickson, formerly with Corgan  
(602) 791-9983

### Final Amount

\$14,700,000

### Key Contact & Phone

**Scottsdale Unified School District**  
**Rick Freeman, formerly with SUSD**  
**(602) 206-2108**

### Total Change Orders

2 (municipality added scope & returned contingency)

### Original Completion

10/1/2012

### Construction Services

Preconstruction and construction services with GMP

### Actual Completion

8/3/2012 - **Early!**

### GMP Established

95%

### Delivery Method

CM@R

## 4. ORGANIZATIONAL STRENGTH

*A. Provide audited financial statements representing the past two years. Provide Balance Sheets and the Statement of Income and retained earnings.*

McCarthy's audited financial statements can be viewed at the following website:

<https://financials.mccarthy.com/buildings2019/>

Password: MBC200031A

*B. Provide a letter from your bonding company indicating the ability to bond this project, the firm's maximum cumulative bonding limit, and your current bonding available capacity.*

Please refer to the bonding letter provided on the following pages.

*C. Provide a certificate of insurance indicating your firm's insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful contractor must provide a certificate that names SUSD as additional insured.*

Please refer to the certificate of insurance provided on the following pages.

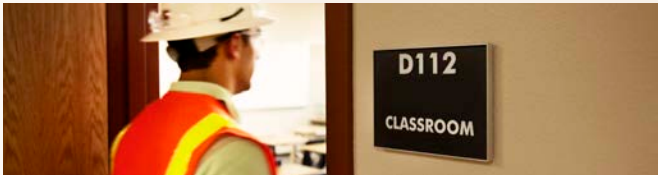
*D. Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.*

A letter stating our EMR (NCCI) for the past three years has been provided at the end of this section.



### McCarthy's 2020 EMR was a record 0.45!

Our experience modifier rate (EMR) has produced a credit on our workers' compensation insurance premium for each of the last 15 years. That fact is a great testament to McCarthy's safety performance and the leadership of Regional Safety Director, Travis Nestor, and allows us to be much more price competitive.



### Our Education Building Group has achieved the VPP Star status from Arizona OSHA.



This is the highest safety rating provided - no other education builder in Arizona has achieved this rating! A safe project means low risk for you. **Superintendent Jason Grant** will champion safe building practices executed at all times for Pueblo Elementary school, leaving you confident in the safe delivery of your project.



*E. Identify the current total dollar value of awarded construction work currently being managed by the local office. Identify the total number of direct employees of local office supporting construction value noted above. Identify your firm's current available bonding capacity.*

McCarthy has a bonding capacity in excess of \$6 billion, of which over \$1 billion is currently available.

#### EDUCATION BUILDING GROUP

45 Employees

**\$155,000,000 Bonding Capacity**

#### TOTAL SOUTHWEST REGION

484 Employees

**\$1,147,000,000 Bonding Capacity**

*F. Identify any judgments or liens against your firm within the past three years.*

McCarthy's Education Building Group has not had any judgments or liens placed against the firm within the last three years.

*G. Identify any current unresolved bond claims against the offeror.*

McCarthy's Education Building Group does not have any unresolved bond claims.

*H. Identify any deficiency orders issued against the prime contractor by the Arizona Register of Contractors over the past three years.*

McCarthy's Education Building Group has not had any deficiency orders issued within the past three years.

*I. Identify any filing under the U.S. Bankruptcy Code over the past three years.*

McCarthy's Education Building Group has not had any filing under the US Bankruptcy Code in the past three years.





Travelers  
940 West Port Plaza  
Suite 450  
Maryland Heights, MO 63146  
(314)579-8316

July 7, 2021

Scottsdale Unified School District, #48  
Purchasing Department  
7575 E. Main Street  
Scottsdale, AZ 85251

**RE: REQUEST FOR QUALIFICATIONS  
CONSTRUCTION MANAGER AT RISK SERVICES FOR THE  
Pueblo Elementary School Rebuild/Remodel**

To Whom It May Concern:

McCarthy Building Companies, Inc.'s (McCarthy) bonds are written through a co-surety arrangement with Travelers Casualty and Surety Company of America and Federal Insurance Company.

Travelers Casualty and Surety Company of America (NAIC #: 31194), a member of the Travelers Companies, has an A.M. Best Rating of A++ XV and has a Treasury Limit of \$1,949,447,000. Federal Insurance Company (NAIC #: 2028) is a member of the Chubb Group of Companies, which carries an A.M. Best Rating of A++ XV and a Treasury Limit of \$1,821,777,000. Their surety relationship is forty-three years with Federal and twenty-three years with Travelers.


Travelers Casualty and Surety Company of America and Federal Insurance Company have participated on bonds for McCarthy Building Companies, Inc. in excess of \$750,000,000 for a single project. Total work program support provided to McCarthy is in excess of \$6 billion and McCarthy currently has well over \$1 billion available in unused bonded capacity. This more than supports the specified performance and payment bonds in the amount of 100% of the captioned project(s) at the time of award.

Should the captioned project(s) be awarded to and accepted by McCarthy, it is our intent to provide the required Performance and Payment bonds on its behalf. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, bond forms, confirmation of financing and our ongoing review of the operational and financial capacity of McCarthy.

We are pleased to share with you our favorable experience and high regard for McCarthy. This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between McCarthy Building Companies, Inc., Travelers Casualty and Surety Company of America and Federal Insurance Company.

Travelers Casualty and Surety Company of America and Federal Insurance Company are admitted surety companies in all fifty states.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
FEDERAL INSURANCE COMPANY

BY:   
Christina L. Sandoval, Attorney-in-Fact

**Agent Contact Information:**

J. Brian McTaggart, Account Executive, Surety  
Aon Risk Solutions, Construction Services Group  
200 East Randolph Street, Suite 1200  
Chicago, Illinois 60601  
t +1.312.381.4587  
brian.mctaggart@aon.com | aon.com



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHRISTINA L SANDOVAL** of **Chicago Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

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

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

*7th* day of *July*, *2021*



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**CHUBB**

**Power of Attorney**

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

**Know All by These Presents**, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Samantha Chlerici, Jessica B. Dempsey, Derek J. Elston, Rachel Fore, Kristin L. Hannigan, Jennifer L. Jakaitis, Andrew Marks, James B. McTaggart, Judith A. Lucky-Eftimov, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Christina L. Sandoval, Bartlomiej Siepierski, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted** of Chicago, Illinois -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

**In Witness Whereof**, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 26<sup>th</sup> day of February, 2021.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 26<sup>th</sup> day of February, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316885  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

*July 7, 2021*



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc.  4220 Duncan Avenue Suite 401 St Louis, MO 63110	1-314-721-5100	CONTACT NAME: Susan Schwartz PHONE (A/C No. Ext): 314-719-5161 FAX (A/C No.): E-MAIL: ADDRESS:
INSURED McCarthy Building Companies, Inc. / Div 04A  6225 N. 24th Street, Suite 200  Phoenix, AZ 85016-2037		INSURER(S) AFFORDING COVERAGE INSURER A: ARCH INS CO INSURER B: ARCH IND INS CO INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 11150 30830

## COVERAGES

CERTIFICATE NUMBER: 62629077

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Proj/Location Agg  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			51PKG8897617	04/01/21	04/01/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			51PKG8897617	04/01/21	04/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	54WCI8934917 51WCI8897517 (AOS)	04/01/21 04/01/21	04/01/22 04/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Services for Pueblo Elementary School Rebuild/Remodel  
Scottsdale Unified School District, #48 is included as Additional Insured as respects the General Liability, Auto Liability, and Excess Liability policies on a primary and non-contributory basis when required by written contract. Waiver of subrogation is included when required by written contract and where permissible by law. 30 days notice of cancellation will be provided to the certificate holder should the policies be cancelled before the expiration date shown.

## CERTIFICATE HOLDER

## CANCELLATION

Scottsdale Unified School District, #48 Purchasing Department  7575 E. Main Street  Scottsdale, AZ 85251  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Catherine L. Skinner</i>
--	--

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ACORD 25 (2016/03)  
cody.daech@aon.com  
62629077

The ACORD name and logo are registered marks of ACORD





Arch Insurance Company

311 South Wacker Drive  
Suite 3700  
Chicago, IL 60606

T: 312.601.8400  
F: 312.601.8492

[archinsurance.com](http://archinsurance.com)

July 1, 2021

Scottsdale Unified School District, #48  
Purchasing Department  
Attn: Marty Topham  
7575 E. Main Street  
Scottsdale, AZ 85251

**RE: *McCarthy Building Companies, Inc. NCCI Risk ID #910664166  
Services for Pueblo Elementary School Rebuild/Remodel***

Mr. Topham,

McCarthy Building Companies, Inc. has the following history of credit Workers Compensation experience modifications (EMRs) that reflect their significantly better than average countrywide loss history and their exemplary countrywide safety and accident prevention programs that promote and emphasize occupational safety.

<u>Year</u>	<u>NCCI</u>
4/1/2021	.49
4/1/2020	.45
4/1/2019	.47
4/1/2018	.51

Aon Risk Solutions manages the casualty insurance needs for McCarthy Building Companies, Inc. If you have any questions or require additional information, please contact me at (312) 601-8473 or Sue Schwartz, Director, Aon Construction Services Group at (314) 719-5161.

Sincerely,

A handwritten signature in blue ink that reads "Sheryl Johnson".

Sheryl Johnson  
Arch Insurance Group – Underwriting Assistant

## 5. METHOD OF APPROACH

A. Describe the firm's overall approach to this project including any difficulties the firm perceives.



We understand the importance of preserving the existing campus so that the school's mission "to help all members of the student body reach their potential and fulfill their roles as responsible citizens in an ever-changing world" remains embedded in the campus fabric. **The biggest theme to our approach is to capture the essence of Pueblo in every aspect of this project.** On the following page, please find our proposed plan to your new campus layout in addition to the major difficulties we predict for its construction.

**The key takeaway to our approach is that your project goals and District priorities take precedence over any construction activities. Our experienced K-12 builders are eager to present our creative solutions to achieve them. Our team is all in for SUSD and we are flexible to meet your needs.**

### Proposed Approach to Site Logistics and Project Sequencing

Project Manager Tuyet Jacobson and Project Superintendent Jason Grant have conducted a detailed site evaluation. We are confident we can build your entire replacement campus with zero impact to existing buildings, operations, or teaching. Outlined below is a potential solution. Once awarded, our team will work with the District, BWS, and other project stakeholders to create a final plan that limits campus disruption and delivers the desired outcome.

#### A PHASED PLAN

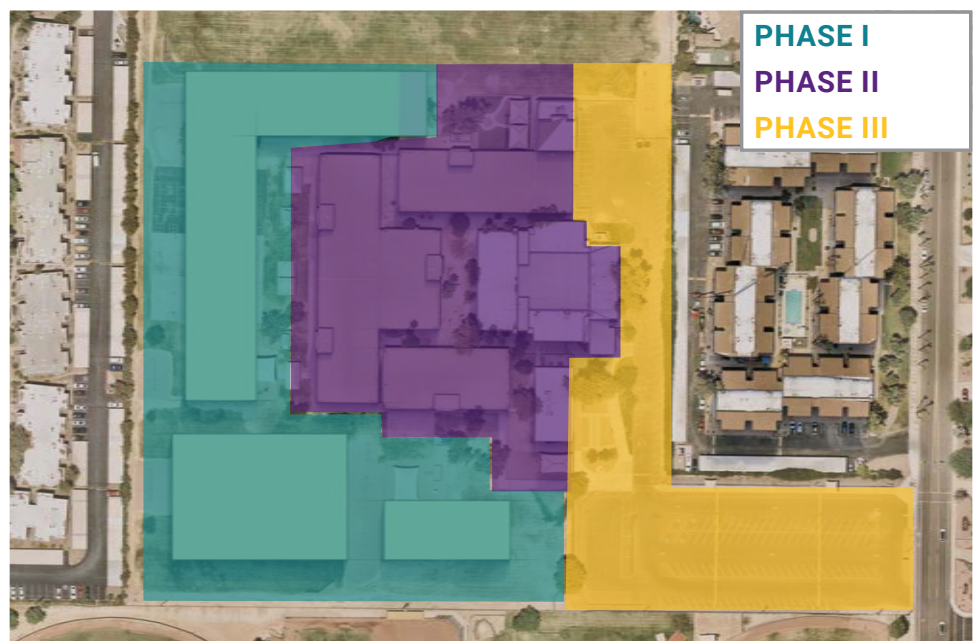
We propose a three phased construction plan that sequences new construction, relocation, and site refresh. **Not only does the phasing provide the most efficient means to sequence the activities, but most importantly, minimizes impacts to the learning process and campus disruptions.** Each color coded phase represents specific activities necessary to meet the June 2023 move-in date.

Phase I – Construction of new buildings

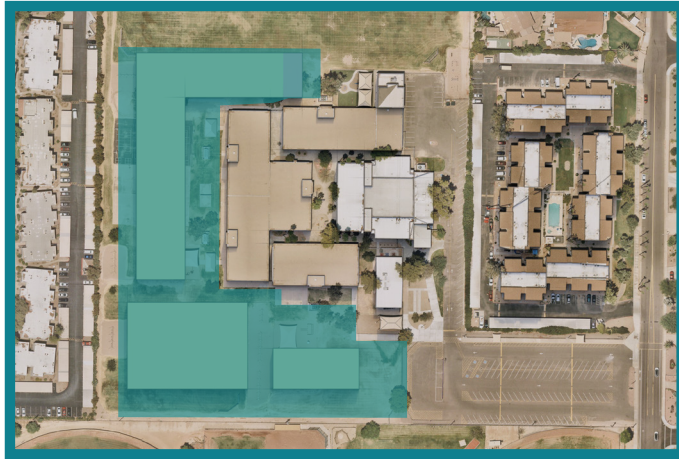
Phase II – Relocation from existing to new buildings

Phase III - Construction de-mobilization and site refresh

*\*Note: Each of the phases are detailed on the following page*



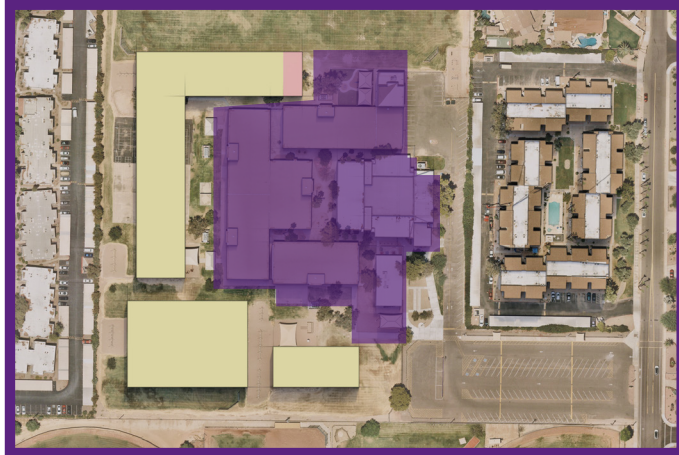




## PHASE I - CONSTRUCTION OF NEW BUILDINGS

(03/21/2021 - 02/28/2023)

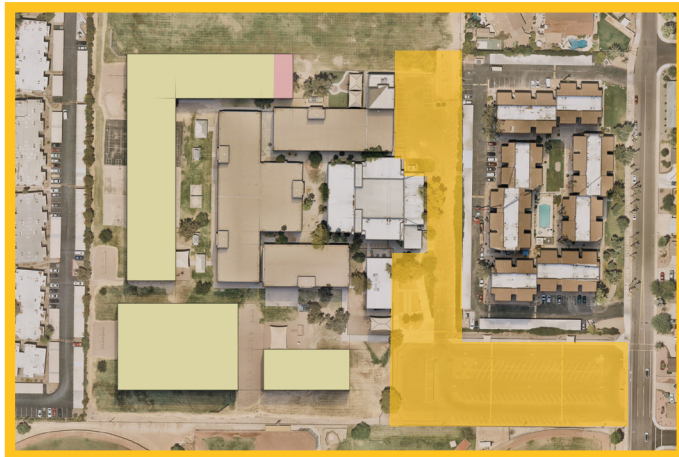
- Site Mobilization
- Earthwork/Building Pads
- Site Utilities
- Building Construction
- Temporary Certificate of Occupancy (TCofO)



## PHASE II - RELOCATION FROM EXISTING TO NEW BUILDINGS

(03/01/2022 - 06/01/2023)

- Relocation From Existing Campus to New Buildings (Moving Day!)
- Asbestos Abatement
- Demolition
- Hardscape
- Playgrounds



## PHASE III - CONSTRUCTION DE-MOBILIZATION AND SITE REFRESH

(05/01/2023 - 07/01/2023)

- De-mobilization
- Repair/revitalize Existing Parking Lot
- Completion!



## KEEPING THE PLANTS ALIVE!

We understand the Pueblo community takes part in keeping the plants throughout campus watered and healthy. As part of construction, we will put plans in place to either keep these plants in their current pots and safely relocate them to a temporary home during construction, or help your community replant them to a new location once construction is complete.

At the Arredondo Elementary School project, we taught students about framing via a hands-on activity to build wooden planter boxes. We would be thrilled to work with your teachers and students on a similar activity with the Pueblo plants. **In addition to being a positive experience for students and staff, these are creative ways to help reduce construction costs while maximizing value.**

## Bringing Solutions to Your Project Difficulties

In addition to the overall campus approach presented on the previous page, we have identified three main difficulties facing this project as well as our initial ideas to mitigate the perceived difficulties.

### **Difficulty: Construction on a Tight Site and an Occupied Campus**

**Solution:** The number one concern for working on an occupied campus is the safety of the students, staff, and surrounding community. The best way for us to create this safe environment is to create **solid barriers and clear delineation** between the active school and construction activities. With the proposed layout of buildings shown in our logistics plan, there will be new buildings in extremely close proximity to the existing buildings. Our experience on similar projects with this condition allows us to guarantee student safety and separation by constructing full height wood barriers at these locations. **Additionally, we will provide screened fencing, signage, wayfinding, and offsite construction parking to ensure separation and safety is maintained in all other areas.**



### **Difficulty: Limited Site Access**

**Solution:** Because Pueblo Elementary is surrounded by single and multi-family housing, and a high school to the south, access to this site is very limited. We evaluated the entire site perimeter to identify three options for construction site access points. The first option is to access the site through the existing parking lot. The second would be access from the Saguaro High School parking lot via the football/soccer practice fields. The third is to enter the campus off of the driveway adjacent to the Miramonte apartments on the northwest side of campus. **Each of these options allows complete separation of staff and students from construction traffic and deliveries and minimizes impacts to the surrounding community.**

**None of these options impact normal campus traffic operations!**



### **Difficulty: Balancing New and Existing**

**Solution:** It's our responsibility to provide you with as many cost-saving opportunities as we can find on this campus. Some of these opportunities require preserving and/or re-purposing existing elements. In our proposed plan, we've identified the following opportunities to reduce cost and maximize budget use:

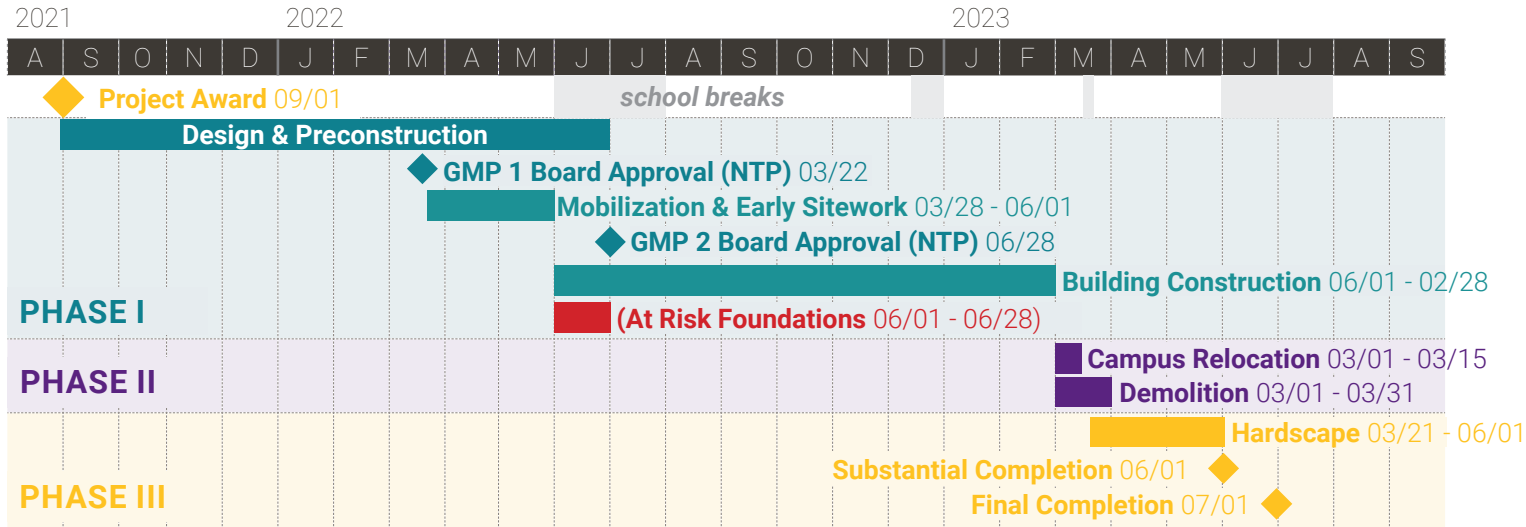
- Re-use of mechanical equipment
- Refurbish southeast parking lot
- Re-use playgrounds and canopies
- Design-build landscape to maximize cost savings

Additional overall project savings have been illustrated in our miscellaneous section.



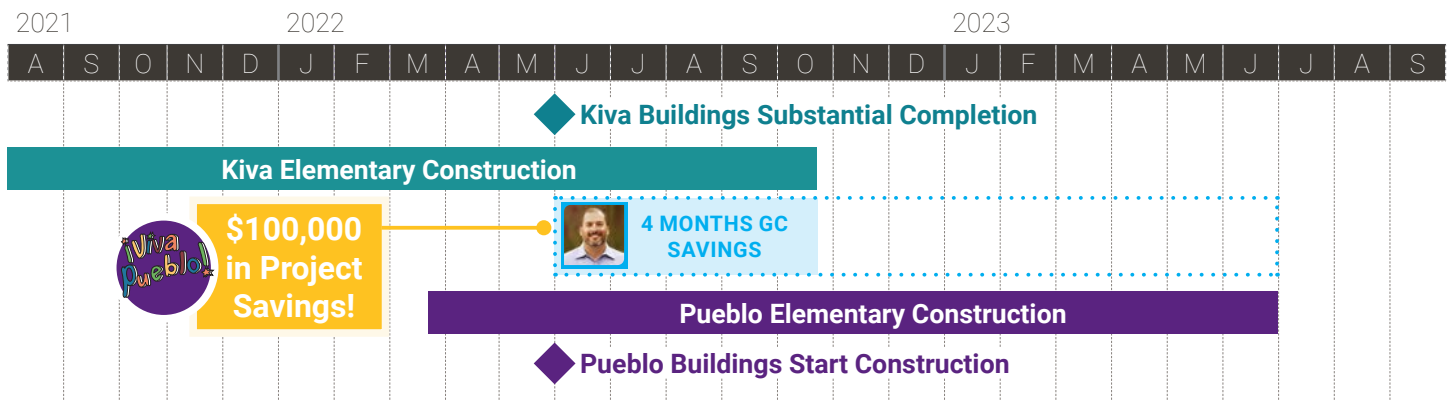


Based upon a nine-month construction schedule, mobilizations and early site work activities would need to start in April 2022. This approach will still provide adequate design durations while maintaining appropriate schedule durations. For further design phase schedule information, please refer to our response to question 5B.



## Opportunity for Cost Savings With Shared Resources

With the ability to overlap project team members between Kiva and Pueblo, we can save significant general condition dollars between the two projects. Jason Grant would depart Kiva upon substantial completion just in time for construction to begin at Pueblo. This is approximately four months translating to \$100,000 in project savings.



*"Thank you for providing excellent personnel throughout the project. Tuyet Jacobson and Jason Grant have represented McCarthy well to the Washington Elementary School District. **They embody the very best qualities that I could hope for in project partners, including expertise, honesty, integrity, and work ethic (and specifically in Tuyet's case - ample enthusiasm).** The care and effort they put into this project has been exemplary, going above and beyond normal expectations. It is a success of schedule and quality. The entire BWS Architects team looks forward to our next teaming opportunity."*

- Steve McKnight, BWS Architects

bws ARCHITECTS

## B. Describe the various pre-construction services offered for this project.

The design phase of the Pueblo project is where your project takes shape and comes to life. McCarthy is excited to partner with SUSD and BWS to add our preconstruction services and maximize value. Our team is committed to providing and improving upon a team experience similar to what's been delivered to date on Scottsdale's Kiva Elementary project. These services are included on the following page.

## COMMODITIES TRACKING, MARKET ANALYSIS & STRATEGIC DESIGN & PROCUREMENT PLANNING

It's no secret the current state of the construction market and the volatility we're experiencing stem from extreme commodities fluctuation and materials shortages is alarming. Although the long-term impacts of COVID-19 are uncertain, we are confident we're the best partner available to help navigate these waters. **By tracking cost trends, commodities, and material availability, we're able to provide real-time design solutions to mitigate risk to the overall cost and scope of the project.** This equates to maximizing the design, scope of your project, and amenities being provided to students and faculty.

### DRIVING DIFFERENT RESULTS AT KIVA

We know other contractors are struggling to mitigate negative effects of the current market, resulting in significant budget overruns or a reduction in project scope. Our team has been working diligently with SUSD on the Kiva project to help drive different results. While the budget is continually challenged, we've prevented more than 10% of budget overruns or scenarios requiring reduction of scope. Scottsdale can rely on Andrew Gillett, Brett Foster, and team to ensure the vision and desires of Pueblo are upheld to meet and maximize the budget.

Recent K12 Projects - Potential Experience with Our Competitors				
Project/Scope	CMAR	Budget	Cost	CMAR Proposed Solution
Mesa High School	Competitor	\$41,000,000	\$47,000,000	Increase Budget (- \$6,000,000)
Tempe Middle School	Competitor	\$40,000,000	\$45,000,000	Increase Budget (- \$5,000,000)
Deer Valley El. #32	McCarthy	\$21,000,000	\$21,000,000	On Budget!

This cost summary to the right compares Scottsdale's three most recent elementary projects and highlights the results of the process we've helped implement:

Project	CMAR	GMP/Estimate	\$/SF (at purchase)	\$/SF (escalated)
Cherokee	Competitor	\$23.6M	\$300	\$330
Hohokam	Competitor	\$22.9M	\$308	\$332
Kiva	McCarthy	\$20.7M	\$290	\$290

**With the help of our design partner, SUSD, and the Kiva project team, preconstruction efforts have reduced total construction costs by over 10%. This team is excited to be a part of Pueblo's precon and rise to all challenges of the available construction budget.**

### Mitigating Cost Impacts at Kiva Elementary - A Preconstruction Success Story

During design development, our preconstruction team, led by Brett Foster, worked with our design partner and material suppliers to develop a cost and risk matrix with solutions for the Kiva team to consider. The result was the selection of an alternative roof structure that mitigated the rising cost and lead time of steel by utilizing a composite wood truss system. **Not only did the decision avoid schedule delay, but is expected to save SUSD over \$500,000.** The collective team's approach, early in design development, resulted in a solution that could be incorporated into the building's architecture and enhance overall aesthetics.



## STORYTELLING AND EXTERNAL COMMUNICATIONS

There are many factors outside of design and construction that impact a project's cost. These factors include the political and economic environments, industry trends, design and code evolution, and others. Preconstruction Manager Brett Foster specializes in understanding these factors and how they relate to your project. He and his team serve as your link to this information, and will provide it in a format that can be understood by everyone. **In preconstruction, we do more than deliver estimates. We provide the story, solutions, and a path forward.**

## VISIONING COMMITTEE PARTICIPATION AND EXPECTATION MANAGEMENT


Tough projects with tight budgets require making hard decisions and managing the expectations of internal and external stakeholders. By bringing our team on early, we're able to support the visioning and design creation to ensure commitments are met. We have the data to back-up what we say to be an advocate with SUSD and BWS throughout this process.

**Additionally, McCarthy offers a variety of additional services such as feasibility studies, continuous cost modeling, design and model management, constructability reviews, pull-planning, clash-detection, team-building and much more. The intent of all of these services is providing a positive, collaborative, and fun experience for all.**




C. Describe firm's approach and philosophy working at an active site with students and staff.

We're incredibly sensitive to the activities that occur on an active campus. We would never want to disrupt the sacred times of Pueblo including drop off, pick up, and learning. Our approach to building on an active campus starts with the safety of students, staff, faculty, and our workers. We also know that working on an active site involves more than safety. Specifically for Pueblo, we've identified the following additional difficulties and opportunities to preserve the essence of Pueblo.



**Flood Irrigation Berm with Construction Fence**

The site utilizes flood irrigation which could potentially feed adjacent properties. We would work with Greg Skelton and the SRP Flood District to coordinate any relocations or shut downs during non-peak seasons and ensure zero interruptions to our neighbors.



**Keeping A Space for Children to Play**

Your students and staff will never lose these fields during our construction. Kids can play on! Keeping the north fields allows for cost savings of the existing flood irrigation infrastructure.



**Preserve Existing Pre-K Play Area and Courtyard Space.** McCarthy will continue to coordinate with Greg Skelton and your preferred playground vendors as a strategy to save money on the project.



**Protection of Your Central Plants**

In an effort to keep as much of the existing as possible and save money, we believe the central plants - although small - are an option to stay where they are located and be used to cool the new campus. During construction, these units will be on McCarthy's side of the fence and protected in place as we build around them.



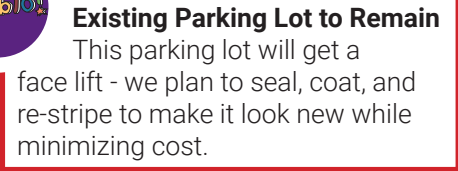
**Drop Off & Pick Up is Sacred**

No construction activities nor site access options will impact parent drop off / pick up!



**Off Site Parking so You Don't Lose Your Spots**

We have already coordinated with The Church of Jesus Christ of Latter-Day Saints that is on the corner of 82nd St and Rose Ln to the southeast of the project. Our workers will have full parking access to this lot to save teachers and staff their spaces.



**Existing Parking Lot to Remain**

This parking lot will get a face lift - we plan to seal, coat, and re-stripe to make it look new while minimizing cost.



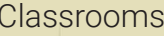
**Onsite learning continues with zero interruptions!**



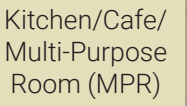
**Solid Protective Barrier**



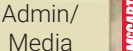
**Pre-K Classrooms**



**Classrooms**



**Kitchen/Cafe/Multi-Purpose Room (MPR)**




**Admin/Media**



**Laydown**



**Construction Fence**




**McCarthy**



**N 82nd St**



**E. APARTMENT**



**E. APARTMENT**





**iViva Pueblo!**



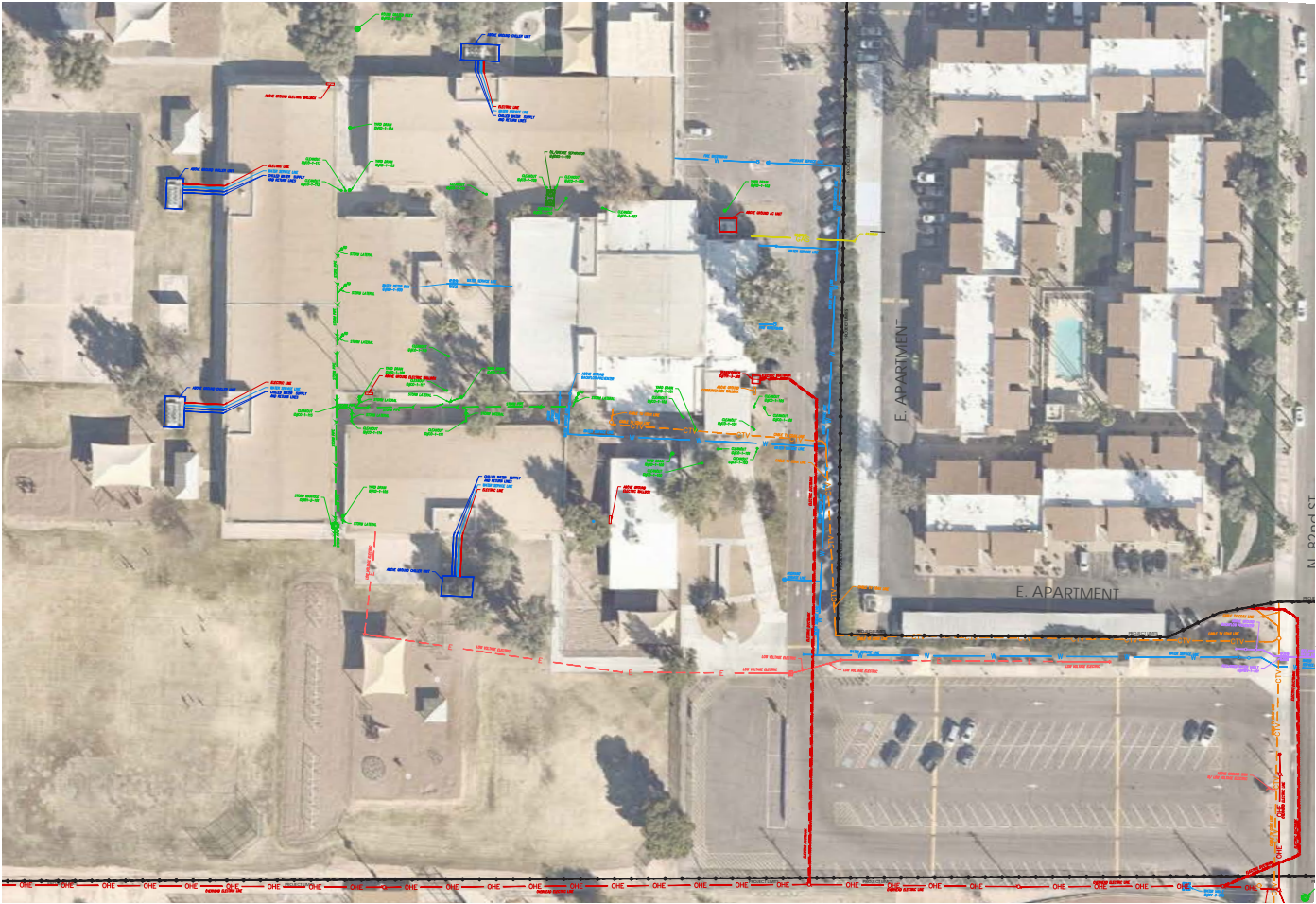
**iViva Pueblo!**



**iViva Pueblo!**

 Navigating your active site will be championed by Project Manager Tuyet Jacobson and Superintendent, Jason Grant. **Throughout his career, Jason has successfully coordinated construction site logistics on over 25 active campus education projects. Tuyet and Jason are coming off of an active elementary school campus tear-down, rebuild together with BWS.** They'll bring lessons learned to your project to guarantee success!

UTILITY MAPPING OF PUEBLO



We've been so excited to build Pueblo, we've already contacted local utility service providers and have received as-built services for your campus. Based on this information, we have created this image with our McCarthy Mapping Department to identify potential site utility challenges:

- Challenge:** Majority of site utilities from the existing campus come in on the southeast area of campus  
**Solution:** Propose extensions for existing utilities to new campus on southwest side of campus.
- Challenge:** Unknown sewer location and slope  
**Solution:** Engage McCarthy Mapping for location services during preconstruction. The existing sewer slopes from west to east with the new proposed building locations further to the west. Sewer depths will need to be verified to ensure proper slope is achievable.
- Challenge:** Overhead power lines  
**Solution:** Construction around overhead power lines requires specific consideration when constructing road ways and buildings. With overhead power lines being located near the proposed construction entrance, additional care and coordination with construction traffic will be required.

Utility Mapping Brought Savings to Kiva

At Kiva Elementary we brought our mapping team on board early - before demolition - to confirm utility locations and prepare for make safe of the the campus so there was no disruptions to the existing facility during construction. We verified routing of a sewer line that runs under one of the new building pads and we are exploring potential savings if we can keep it in place for the upcoming school year. With our Mapping Services, we were able to connect gaps between 40-year-old as-builts and utility provider drawings to come up with a up-to-date full campus infrastructure map. This will save the district time and money for new campus utility tie in's.





D. The process of establishing the GMP shall be presented along with the recommended point of setting this price.

A Tight Schedule Requires Collaboration From Day One

The requirement of all phases of construction being completed by June, 2023 is aggressive. Building your new campus, moving in, demoing the old campus, and completing the site work in a construction duration of at least 14 months will be required. To meet this schedule, we bring solutions to get us there on time and within budget. We believe SUS D has made the right choice to onboard a CMAR early to begin collaborating and working with BWS immediately. Once awarded, we believe there is ample time to develop and define the design phase schedule and procurement plan together.

**Similar to Kiva, we recommend separating the Pueblo Elementary School project into two GMPs.** The first being an early site work demo package to allow the early start of the permitting process while also giving McCarthy the ability to mobilize and start early work in Q2 of 2022. This supports the required construction duration while maintaining the June of 2023 completion date. The second package includes the building construction and additional site work such as hardscape and playgrounds. In addition, separating the package allows BWS the time required to complete the full design package. Below is a tentative proposed GMP schedule for Pueblo:

Milestone	GMP 1 Early Sitework	GMP 2 Balance of Campus
100% Design Submitted for Permit Review (Bid Set)	1/31/2022	5/9/2022
Draft GMP Completed & Presented to BWS & SUS D	2/28/2022	6/6/2022
GMP Finalized for Board Reviews	3/7/2022	6/13/2022
GMP Received Board Approval (NTP)	3/22/2022	6/28/2022



**A multi-GMP approach gives the project team the flexibility to utilize early procurement on select trades or materials that may be volatile or have extended lead times. This increases the probability of cost reduction opportunities!**

EARLY PROCUREMENT LEADS TO COST SAVINGS

On one of McCarthy’s recent education projects, we researched the risk associated with the procurement of a pre-engineered building. With the project team, we provided an expedited procurement schedule, collaborated with our design partner to finalize critical design decisions, and worked within these set parameters throughout the completion of design. **This allowed for early procurement of four months, resulting in over 30% savings on materials. For the Pueblo project we’ll evaluate high-risk items such as the structure and other SUS D standard materials to determine if expediting or delaying the procurement of is a value-add to the project.**

McCarthy’s proposed GMP process will align with SUS D’s experience to date on the Kiva project. **Our number one priority is providing enough information for the entire project team to review and get comfortable with well before final approvals.** We understand the importance of numerous reviews and will include enough time for SUS D to review the GMP(s) with stakeholders before it’s approval.

Our GMP Process is as follows:

- Propose Subcontractor List
- Review & Modify List with SUS D & BWS as Necessary
- Review Bid Set, Release to Sub Community
- Collect & Evaluate Bids
- Compile Full GMP Deliverable
- Submit to SUS D & BWS for Review
- Modify per Project Team Comments & Finalize
- Present to the Governing Board for Approval

Proactive GMP Approach

Our Desert Sky Middle School team took a proactive approach during the GMP process by engaging the electrical engineer in the schematic design phase to establish an accurate budget for the electrical scope. The team also spent time listening to and understanding the District’s needs and expectations related to the electrical and security upgrades. **This early partnership allowed us to provide an accurate and timely GMP that set the stage for construction and produced zero change orders on the electrical scope.**



*E. The approach firm takes in performing the project once the GMP is set to include the following:*

We pride ourselves in a highly proactive approach toward project management. Our strengths and successes are centered around detailed work plans and pre-planning activities prior to construction. The key is to be actively engaged with SUS D and BWS Architects by predetermining project specific conditions through extensive on-site research, constructability reviews, and community engagement prior to the GMP being established. **We make it our business to understand what conditions and unknowns will present themselves through the course of construction.** We are confident in our experience, resources, and ability to turn those unknowns into knowns. Identifying these key challenges prior to construction will ensure the success of SUS D, Pueblo, and BWS Architects in delivering a quality project.

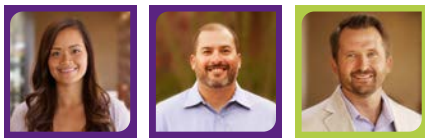
**From day 1, we will engage with SUS D and BWS to understand what matters most when it comes to quality on the Pueblo Replacement Project. Our site specific quality plan sets us up for success against any challenges we've identified early on and allows us to work proactively with our trade partners to deliver a high performing building with no warranty issues.**

*1. Schedule adherence.*

**Our focus is to see future challenges and find opportunities to offset those challenges.**

**Scheduling begins day one and starts by creating a detailed preconstruction schedule.**

Schedule development is done as a team with SUS D and BWS. As preconstruction develops, our scheduling professionals will build a detailed construction schedule that provides time and cost control to your project. The schedule becomes an integral part of our bidding process, so all subcontractor/supplier partners know exactly what will be required of them. We will meet with all partners to gather their input and generate buy-in to our plan. Our baseline schedule is used to measure our progress and look for time-saving opportunities. The baseline schedule is finalized during a formal McCarthy executive review session.



The schedule then becomes a critical tool during construction. Based on your input, our road map of construction activities through your project will focus on the specific needs of Pueblo Elementary School while driving towards completion. **Project Manager Tuyet Jacobson and Project Superintendent Jason Grant** will use this schedule to reinforce the daily, weekly, and monthly tactical plans for the work. SUS D

and BWS Architects will be updated at the weekly owner's meeting with a focus on a three-week look-ahead schedule. **Our scheduler Bob Edkins** will conduct a formal monthly update with results forwarded to you, BWS Architects, the field team, and senior McCarthy management to ensure metrics are being met.

### Meeting Tight Schedules - Success at Sunset Heights

In order to meet an aggressive schedule, we were able to buy the project out with our trade partners as three separate projects. Each area had its own foreman, crew, and workforce allowing them to be completed at the same time. This creative solution speaks to our team's ability to remain flexible and coordinate multiple efforts seamlessly. **This approach ensured the school was opened on time for the Peoria School District.**



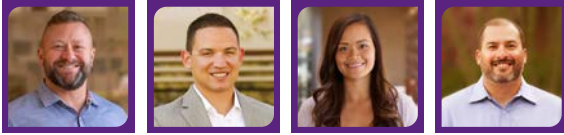
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**Working with McCarthy was an outstanding experience. Early on in the preconstruction process, we collaborated to achieve success that met the needs of the client, intent of the design, and remained in line with the budget and schedule. This team-focused, collaborative effort was the key to the project team's success during design!**

- Robin Shambach, Principal, BWS Architects  
on working with McCarthy at the Arizona State University, Biodesign Institute C project

## 2. Execution.

**The key to McCarthy's execution is the extensive pre-planning, collaboration, and accountability we develop with SUSD, BWS Architects, and the trade partners during preconstruction through construction.**



**It's a team effort!** Project Director Tyler Shupe and Preconstruction Manager Brett Foster will have the primary responsibility of attending team meetings and integrating the services of our estimating, scheduling, construction, quality, safety, and contracts departments. Throughout the construction phase, **Project Manager Tuyet Jacobson** is

the primary on-site contact and has the overall responsibility for construction management and administration. She will proactively and aggressively manage the day-to-day events that affect performance, safety, quality, and coordination with existing school operations. **Project Superintendent Jason Grant** will be assigned full-time to your project. He reports directly to Tuyet, who coordinates with SUSD and BWS.

## 3. Inspection.

**Our Education Building Group employs three full time MEP Superintendents with backgrounds in mechanical, electrical and plumbing installations who provide inspections on mechanical components, ensuring proper installation.**



When it comes to setting up a project for success, passing inspection milestones the first time is a goal **Superintendent Jason Grant** takes pride in. As part of Jason's rigorous efforts for passing inspections, he takes extreme measures to build strong relationships with all inspectors involved with the project. Some of the processes Jason will lead are:

- 1 As-built documentation with our 360 degree cameras
- 2 Ongoing superintendent inspections of quality, progress, and safety/housekeeping
- 3 Engineer/Owner inspections as defined by the project team
- 4 McCarthy's safety director and quality director inspections
- 5 Testing as defined by contract documents and/or McCarthy quality control standards
- 6 Special inspections as defined by contract documents
- 7 Coordinated inspections by the governing authority. All inspections are incorporated in our quality plan as well as daily and weekly planning and is documented through Procore, and/or City/County inspection reports

## 4. Quality assurance.

**"Quality without Question" succinctly describes our Quality Assurance Program. It is an integrated day-to-day approach focused on identifying and eliminating issues so that quality is truly without question at Pueblo Elementary School.**

**Quality is not a single activity, but a series of linked activities performed proactively to avoid larger issues later in the project.** Our first step is to meet with BWS Architects to discuss specific information and level of detail needed in order to accomplish our activities and avoid the need for re-work. We focus on the value of quality, from which certainty can be produced. This certainty then permeates throughout the project - improving coordination and scheduling. **The bottom line is that quality can be achieved and budgets met when properly managed.**

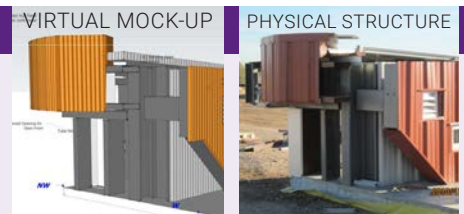


**Alongside Quality Director Tina Malcolmson, Project Manager Tuyet Jacobson and Superintendent Jason Grant** will lead the Quality Program implementation for the team of trade partners, architect, engineers, and owner. The McCarthy team focuses on communication of expectations and team building to create a project atmosphere of seeing quality as a priority equal to that of safety, schedule, and budget.

Additionally, our team will meet with your maintenance staff to understand their biggest challenges in maintaining your facilities. **Our quality approach largely focuses on the life cycle and longevity of your school to ensure a low cost of maintenance and a build that stands strong for generations.**

### Quality Construction Mock-Ups

Mock-up testing can assist with the selection of the final architectural products. It also enables trade partners to visualize it so they can develop the best ways to build each detail. Mock-ups can help identify what types of materials, architectural components, and fixtures to use, constructibility issues, and final project details. Identifying these issues early before construction saves time and money.



## 5. Safety culture.

### Safety is our #1 priority.

There is nothing more important on a McCarthy jobsite than the safety of your students, staff, visitors, and our building partners. Our nationally recognized safety program is managed by a highly trained staff of full-time safety professionals – a commitment that has resulted in a safety record far superior to the self-perform industry average. Our safety goals include:

- » Build each of our projects with zero injuries and accidents
- » Have the most highly trained and safest employees in the industry
- » Eliminate liability risk to our clients, subcontractors, and ourselves
- » Protect life, limb, and property
- » EVERYONE goes home safe

### How We Integrate Safety Into our Culture



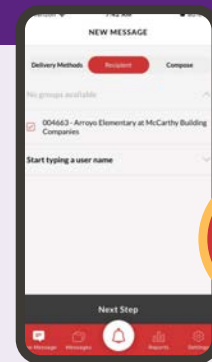
**Communication** - **Superintendent Jason Grant** talks to every on-site worker EVERY DAY. Jason communicates his zero tolerance policy and expectations to everyone, ensuring that everyone goes home safely at night. Additionally Jason communicates constantly with SUSD staff to ensure they are aware of all activities at all times to ensure student, staff, and community members are always protected.

### Clear Communication Ensures Safety on an Occupied Campus

We have significant experience working on campuses full of students and staff, and a long track record of doing so safely without any unexpected disruptions to the campus or safety concerns. Critical components of managing an active site revolve around clear communication. All activities including the development of site logistics, planning of construction work, and construction deliveries will involve District and campus buy-in before the work takes place.

The team will also use innovative methods of technology, such as the Regroup app, which will send out text messages to everyone enlisted to ensure communications are received.

Another critical component involves proper wayfinding in and around campus. We understand construction activities have the potential to add confusion to an already bustling campus, but under no circumstance will that be acceptable! Proper wayfinding through clear and concise signage and routing of traffic will ensure minimal disruption to the campus and surrounding area.



**Training** - All employees undergo continuous safety training through new employee orientations, supervisor safety training, OSHA Construction Safety Training, and safety “toolbox” meetings. Employees are trained in proper use of personal protective equipment and emergency procedures. Subcontractors are required to conduct their own on-site safety meetings and have a management representative attend weekly meetings.

**Monitoring** - **Project Manager Tuyet Jacobson and Safety Director Travis Nester** monitor safety by reviewing the following reports: Assured grounding (quarterly); monthly inspections (monthly); and tool box safety (weekly).

**Motivation** - **Superintendent Jason Grant** conducts a daily site safety assembly with everyone that will be working that day on the jobsite. This communicates that day's activities and instills in the workforce a safe, positive, and coordinated project.

### SAFETY HIGHLIGHTS

In the past four years, two of our projects were selected by Engineering News Record as the safest projects in the nation!

- + Banner Estrella Medical Center
- + Yuma Regional Medical Center

And two of our education projects received Arizona OSHA's top safety designation, the VPP STAR Award.

- + ASU Biodesign C
- + West-MEC SW Campus





## 6. Change orders.

### **Our only change order is returning unused contingency at the end of the project.**

Our ability and experience in managing changes can be the difference in a successful project for SUSD. We identify and anticipate cost issues during the design phase, avoiding the problems that changes can create. By aiding in design development and coordination we're helping to ensure a complete, coordinated set of documents is delivered. We're filling the holes/gaps upfront which eliminates change orders.

## 7. Overall management and approach to cost savings.

### **Since McCarthy will guarantee the maximum price, you are protected from exceeding the established GMP. We are as careful with your money as we are with our own.**

In addition to our formal on-going value analysis efforts throughout the preconstruction phase, McCarthy is an advocate of a formal value analysis conference between SUSD, BWS, the engineers, and consultants to collectively examine all aspects of the project as we are as careful with your money as our own. Higher quality systems can be delivered with no cost impact. This philosophy does not stop when construction begins-- our team will continue to look for opportunities **to save SUSD and taxpayers' money throughout construction.**

Once a budget is established, maintenance is a team effort. Our experienced preconstruction team, in-house MEP estimating, and constructability experts are critical to this process. Our assigned project team is keeping a watchful eye on the budget and providing advice as to cost, schedule, and constructability impacts on changes. We bring in teams of in-house experts at various phases of the process to provide additional critical evaluations to maximize project dollars, provide fresh ideas for value analysis, and considerations of life cycle cost.

### **Successful Contingency Release at Scottsdale Unified**

At the Saguaro High School Innovation Center we had a 43% savings in contingency dollars that we were able to add back into the robotics programs! Now the program has more storage cabinets, walk off mats, and new carpeting specifically for robot competitions!



## *F. Describe the firm's subcontractor management plan to include the following:*

### **1. Selection of subcontractors using both qualifications and cost as a selection approach (the District requires that at least three to five sub-contractors shall be solicited for all work excluding self-performed work).**

McCarthy prepares project specific subcontractor selection plans for each project as the most critical elements that influence these plans are the project design and the design-phase schedule. Each of our plans include selection of subcontractors based off qualifications and cost in compliance with Arizona procurement statutes. **Similar to Kiva, a detailed Subcontractor selection plan will be submitted before the start of the first GMP effort.** For additional detail on a subcontractor participation, please see the GMP process detailed above.

As the first step in our Subcontractor Selection Plan, we employ a detailed qualification selection process. Early in the design phase, we qualify subcontractors on:

- » Technical expertise for specific work category
- » Workload capacity analysis on projected dates
- » Financial strength/ability to bond
- » Relevant project experience
- » Manpower/schedule adherence
- » Experience of key personnel

McCarthy, along with SUSD and BWS Architects, will determine the list of subcontractors (minimum of 3) who will be invited to bid your project. We will then conduct pre-bid conferences to review procedures and project requirements as well as answer any questions. SUSD and BWS will have the opportunity to participate in trade partner evaluation and selection. Recommendations will be included with all GMPs for approval prior to awards.

### **2. Subcontractor recruitment.**

Subcontractor performance is significant in determining the project's success. Work planning and coordination will be critical. Our pre-qualified local subcontractor database is continually updated to encourage maximum participation. This list includes local community businesses and union contractors. We also include SUSD's input on subcontractors who have performed well in the past.

### **3. Controversies and claims related to work performed by subcontractors.**

Our in-house legal resources are available to support the on-site project team in resolving any project related issues. Any issues involving work subcontractors perceive to be beyond the original scope of work will be examined in a professional manner to determine if it is legitimate. If we find it to be warranted, we will inform SUSD and negotiate a reasonable solution. If we feel it is not warranted, we will reject it and advise SUSD of our findings. Our Education Building Group in Phoenix has never been involved with a claim.



*G. Describe firm's philosophy on self-performing any of the trade work along with a percentage of project that will be self-performed, if any.*

**McCarthy has a long history as a successful self-performing general contractor.**

A deep understanding of most of the critical work allows us to drive the schedule and set quality standards. We are signatory to the Carpenters, Operators, and Millwrights Unions and have maximized our productivity through strong relationships with these trades.

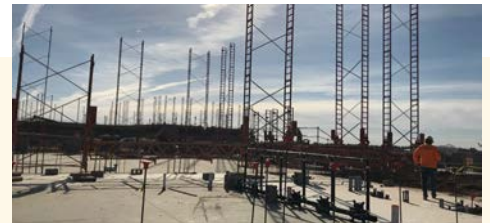
The fact that McCarthy CAN self-perform many different scopes of work provides SUSD with value our competitors simply cannot provide. **On a project such as this, we would look to self-perform less than 10% of the project with the exception of providing craft professional resources to support and supplement any trades that might have difficulties during these unprecedented times.**

The COVID-19 pandemic has strained the construction industry and caused many of our trade partners to struggle with labor resources. This is where our self-perform craft have been able to step up and support our trade partners to ensure we meet our project schedules. This example has occurred on more than one of our projects where our concrete subcontractor, electrical subcontractor, or mechanical contractor have started to show signs of struggle. Once identified, our team was able to provide labor resources that got both the project back on track and support our trade partner so that they did not fail. **This competitive advantage of having over 500 local craft professionals directly brings incredible value to our customers whether our self-perform team gets utilized or not, and that is the value that McCarthy brings to SUSD.**

**OUR SELF-PERFORM CAPABILITIES** | Should the need arise and the team is in agreement, McCarthy would be able to self-perform work in: general labor, concrete, rough carpentry, mechanical, plumbing, and electrical. **Depending on which of these areas were selected by the team the percentage would be anywhere from 5-10% of the total project.**

- |   |                              |  |
|---|------------------------------|--|
| » Demolition                              | » Plumbing                   | » Solar                                |
| » Excavation                              | » Concrete panel erection    | » Miscellaneous metals placement       |
| » Concrete forming, placing and finishing | » Structural steel erection  | » Wood doors and hardware installation |
| » Mechanical                              | » Crane hoisting/rigging     | » Hollow metal door installation       |
| » Electrical                              | » Rough and finish carpentry | » General labor                        |
| » Civil                                   | » Millwork                   |  |

On the Faith Mather Sossaman Elementary School project, our concrete trade partners encountered a challenge with manpower which could have negatively affected the project timeline. Our self-perform crews were able to step in right away - with no added cost to open the school on schedule! **Unique to our team, no other education builder can provide this same value to SUSD!**



## Overcoming Workforce Challenges at Millennium High School

The Millennium High School gymnasium was a great example of a quick paced summer renovation that was faced with procurement and workforce challenges. As soon as the budget was approved and contracts were written, we had trade partners who ultimately could not man the project to meet the schedule. McCarthy called in our self-perform carpenters and laborers to do all the selective demo in the building to ensure that we could start on time. On another occasion, our insulators also could not get crews onsite to meet the schedule. With the material delivered, we had the same carpenter crew ready to insulate all the walls in one day to ensure that we did not hold up any of our electrical and finishing trades. **The all-in mentality and all hands on deck has allowed us to stay on track for a Fall 2021 opening and saved the district \$25k that went back into owner contingency to be used for additional needs.**



## 6. MISCELLANEOUS

### A. Firm shall provide a summary statement on why they would be the best fit for the SUSD to perform the CMAR project.

We believe McCarthy is the best fit for the Pueblo Elementary School rebuild for several reasons:

- This team's experience working with Scottsdale Unified is exemplary. We understand the districts' needs, desires, and vision for their new campus.
- We know how to build on active campuses. This team's last two projects together were elementary school rebuilds, one of which was with BWS.
- Our team delivers projects on schedule and on budget. Even during one of the most turbulent times in material and labor cost escalation, our teams achieved budgets without sacrificing program space. Below, we've provided cost saving options that maintain design integrity!
- Our team is embedded in the community. Bryan Kuster's daughter is a future Dust Devil! He gives a personal commitment to drive safety, quality, and maximize the value of this project for the community.
- Finally, McCarthy is totally committed to SUSD's purpose in engaging all students in world-class, future-focused learning and we look forward to participating in making SUSD the best district it can be.

**The culture of SUSD and McCarthy align. Our team's experience brings best practices and lessons learned from similar projects to guarantee success on Pueblo Elementary. Our commitment to Pueblo's students, staff, and community is unmatched as one of our own family members is a fellow Dust Devil. All of these reasons set us apart from our competition and prove this team as the best fit for this project.**

Opportunity	Description	Cost Savings	Project Success
Wood vs. Steel	Providing composite wood structural joists and columns in place of structural steel joists and columns	\$100,000	Kiva El. and South Mountain Community College
Floor to Skin Ratio	Working with BWS to design the most economical building footprint	\$200,000	West-MEC Central Campus
General Conditions	Utilizing shared staff from Kiva to Pueblo	\$100,000	Saguaro HS Innovation Center
Tilt Structure	Constructing concrete tilt panels in lieu of masonry framed buildings	\$180,000	Saguaro High School Innovation Center
Foam Roofing	Installing foam instead of built up roof	\$160,000	Kiva Elementary School Deer Valley El. #32
HVAC Equipment	Replacing or refurbishing existing mechanical equipment	\$100,000	Kyrene Elementary School
Insurance & Bonds	By simply hiring McCarthy, you will automatically save 10% on indirect costs such as bonds and insurance	\$250,000	All projects!
Creative Power Options	Pulling new permanent power service from the adjacent overhead power lines.	\$125,000	Echo Canyon Elementary (formerly ANLC)
Pre-purchase of MEP Equipment	Utilizing McCarthy's national presence to purchase mechanical equipment can avoid trade partner mark up.	\$25,000	NAU Science Annex Classroom Building West-MEC Campuses
Civil Work	Strategically designing the buildings on the high side of the campus minimizes dirt import.	\$30,000	Deer Valley El. #32
Trade Partner Financing	McCarthy will offer beneficial payment terms to trade partners to get discounted pricing	.5% on select categories within cost of work (Potentially \$100,000!)	We have national programs that cover this to reduce costs and maximize value on projects for our clients
		<b>\$1,370,000</b>	

B. Provide any additional information that would add value to the program offered that has not been identified above.

## We Love to Celebrate Scottsdale!

A true partner means more than a builder. We look forward to continuing to celebrate the accomplishments of the District at Scottsdale and beyond. Here are a few recent examples of how we continue to be a true partner with Scottsdale Unified!



**Happy birthday Principal Alice Spingola and happy ground breaking to the Kiva Elementary School Project!**



*We enjoyed an unconventional ground breaking with staff by combining the celebrations with a birthday party for Principal Spingola and cutting into the "Kiva Cake"!*



*Celebrating the Grand Opening of **Saguaro High School's** Innovation Center with design partner BWS Architects.*



*Building gingerbread houses with the Girl Scouts of **Cheyenne Traditional School**. The girls learned about building structure, framing, and concrete while enjoying a holiday treat.*



*Happy Teacher Appreciation Week! Bagel delivery to say thank you to teachers at **Kiva Elementary School**.*

## Tuyet Jacobson's Involvement With C.A.C.T.U.S. Offers Additional Instruction Opportunities for Pueblo Students

C.A.C.T.U.S. stands for Careers in Architecture, Construction, Trades Uplifting Students. It's mission is to inspire kids to pursue construction careers as a lifelong passion. The first pilot program at Madison Park Middle School gave middle school students the opportunity to work with industry members to build their own self-sustaining dog houses with solar panels and plumbing systems installed and running to include electricity and plumbing. **As a board member of C.A.C.T.U.S., Tuyet looks forward to extending the outreach and promoting inspiration to the students who aspire in STEAM.**




We understand how invested the community is in this project. Our goal is to make this project run smoothly for you and customize our Good Neighbor Program to better communicate to the surrounding neighborhood:

- » **Project signage** will include construction timelines, renderings, and contact information.
- » **Construction updates** can be provided with a link on the District and Pueblo's website to the project's web page.
- » **Fliers in English and Spanish** will be delivered door-to-door to communicate project intent and upcoming activities.
- » **Construction traffic** and trade partner employee parking will be minimized through the project team's carpooling and offsite parking.
- » **Guided hard hat tours** will show community members progress and changes that are occurring.
- » **Milestone celebrations** will be held for groundbreaking and dedications.



## 7. STANDARD FORMS

### A. Offer and Acceptance Form

	<b>Scottsdale Unified School District #48</b> <b>Offer and Acceptance Form</b>	<b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b>
	<b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b>	

Company Name <b>McCarthy Building Companies, Inc.</b>		For Clarification of this Offer, contact:
D-U-N-S Number <b>00-195-1357</b>		
Federal Employer Identification No.		Name <b>Bryan Kuster</b>
Street Address <b>6225 N 24th St., Suite 200</b>		Phone <b>480-449-4700</b>
City <b>Phoenix</b>		Fax <b>480-449-4747</b>
State <b>AZ</b>	Zip <b>85016</b>	E-mail <b>bkuster@mccarthy.com</b>
		 <b>Signature</b> of Person Authorized to Sign Offer
		<b>Bryan Kuster</b>
		Printed Name of Person Authorized to Sign Offer
		<b>Sr. Vice President, Operations</b>
		Title

#### CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments.
7. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements as identified in Uniform Instructions.

#### ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School District.

This contract shall henceforth be referred to as **Contract No. 22-20-26 Pueblo ES CMAR**

Contract Effective Date \_\_\_\_\_, 2021.

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
 Authorized Signature of the District

RFP #: 22-20-26  
 Due: July 20, 2021

Page 1 of 1

<b>W-9</b> Form (Rev. January 2005) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give form to the requester. Do not send to the IRS.</b>
---	---	--

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return) <b>McCarthy Holdings, Inc.</b>	
	Business name, if different from above <b>McCarthy Building Companies, Inc. (43-0399290)</b>	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) <b>1341 N. Rock Hill Road</b> City, state, and ZIP code <b>St. Louis, MO 63124</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
4	3	1	1	3	6	2	1	2

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person	Date <b>April 15, 2019</b>
------------------	--------------------------	----------------------------

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).


**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

C. Non-Collusion Affidavit  
D. Amendment Acknowledgment Form

	<b>Scottsdale Unified School District #48</b> <b>Acknowledgment &amp; Non-Collusion Affidavit</b>	<b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b>
	<b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b>	

Each proposer will initial as having read and complied with all the Instruction, Terms, Conditions and Specifications. Failure to do so may seriously hamper the evaluation process.

Uniform Instructions to Offerors BK please initial  
 Uniform General Terms & Conditions BK please initial  
 Special Instructions BK please initial  
 Special Terms & Conditions BK please initial  
 Acknowledgment & Non-Collusion Affidavit BK please initial

Please initial as an acknowledgment, if applicable, for amendments received:

Amendment #1: BK Amendment #2: \_\_\_\_\_ Amendment #3: \_\_\_\_\_ Amendment #4: \_\_\_\_\_

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal ("Offeror") with respect to the District's RFP # 22-20-26 and having first been duly sworn, I hereby depose and state as follows:

1. The accompanying Proposal is genuine and such Proposal is neither a sham nor collusive, nor is such Proposal made in the interest or on behalf of any person or corporation not named herein.
2. The Offeror has not directly or indirectly induced or solicited any other bidder to put in a sham or collusive bid, or induced or solicited any other bidder to refrain from submitting a proposal.
3. The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other bidder.

[Signature]  
(Signature of Person Authorized to Sign Offer)

Sr. Vice President, Operations

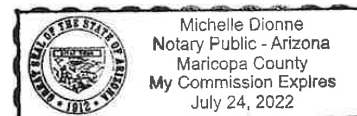
(Title)

Subscribed and sworn to before me


this 20<sup>th</sup> day of July, 2021

[Signature]  
Signature of Notary Public in and for the

State of Arizona  
County of Maricopa



**This page must be signed, notarized and returned with your proposal response**

 Scottsdale Unified Engage. Educate. and Empower. Every Student. Every Day.	<b>Scottsdale Unified School District #48</b> <b>Deviations and Exceptions Form</b>	<b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b>
	<b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b>	

### DEVIATIONS AND EXCEPTIONS FORM

Offerors shall indicate any and all deviations and exceptions taken to the provisions or specifications in this solicitation document. Clearly identify the specific paragraph(s) of the solicitation where the deviations or exceptions occur, and describe in detail. Offeror's preprinted or standard terms will not be considered as part of any resulting Contract. All deviations and exceptions that are contained in the Offer may negatively affect the evaluation criteria as stated in the solicitation and may result in rejection of the Offer.

Deviations and Exceptions (mark one):

  X   No exceptions

       Exceptions taken (describe –attach additional pages if needed)

The Undersigned hereby acknowledges that all *deviations/exceptions* to this solicitation are clearly listed on this form:

Company Name: McCarthy Building Companies, Inc. Printed Name & Title: Bryan Kuster Sr. Vice President, Operations

Date: 07/20/2021



Authorized Signature: 



**Scottsdale Unified School District #48  
Confidential Proprietary Submittal Form**

7575 E. Main Street  
Scottsdale, AZ 85251  
480-484-6151

RFP#: 22-20-26

**PROJECT: CM@R Services for Pueblo Elementary School  
Rebuild/Remodel**

**CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM**

Confidential/Proprietary Submittals (mark one):

☐ No confidential/proprietary materials have been included with this offer

☒

Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Bidder and the District prior to any public disclosure. Requests to deem the entire bid or price as confidential will not be considered. A complete copy of the Bid response with the Confidential/Proprietary material redacted must be submitted with your Offer and so identified. Failure to submit a redacted copy may result in denial of request.

McCarthy's financial statements are considered confidential.

Company Name: McCarthy Building  
Companies, Inc.

Printed Name & Title: Bryan Kuster  
Sr. Vice President, Operations

Date: 07/20/2021



Authorized Signature:

RFP # 22-20-26  
Due: July 20, 2021 @ 1P

Page 1 of 1





**Scottsdale Unified School District #48**  
**Familial Relationship Disclosure Statement**

7575 E. Main Street  
Scottsdale, AZ 85251  
480-484-6151

RFP#: 22-20-26  
PROJECT: CM@R Services for Pueblo Elementary School  
Rebuild/Remodel

**Familial Relationship Disclosure Statement**

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Scottsdale Unified School District or any employee of the Scottsdale Unified School District:

The undersigned, the owner or authorized officer of (the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, here by represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of the Scottsdale Unified School District or any employee of Scottsdale Unified School District. If such a relationship exists, please explain:

Employee of Firm	Scottsdale Unified School District Connection	How are they related
Bryan Kuster	SUSD Foundation Board Member	Bryan is Treasurer

(Signature of Person Authorized to Sign Offer)  
Sr. Vice President, Operations

(Title)

Subscribed and sworn to before me

this 20<sup>th</sup> day of July, 2021

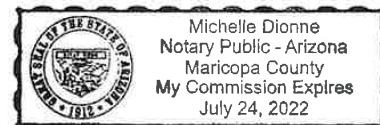
Signature of Notary Public in and for the

State of


Arizona

County of

Maricopa



**This page must be signed, notarized and returned with your proposal response.**

	<b>Scottsdale Unified School District #48</b> <b>Compliance Statement</b>	<b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b>
	<b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b>	

Vendors requesting to do business with Scottsdale Unified School District and accepting a purchase order for supplies and/or services **MUST** sign below verifying compliance with the identified state laws, in order for the transaction to take place. Failure to maintain compliance with these provisions will be considered a material breach of contract subject to penalties up to and including termination of the contract.

**1. Federal Immigration and Nationality Act**

By applying for a Vendor Application Form or a Vendor Number to do business with Scottsdale Unified School District the signer warrants that it and all proposed subcontractors are in compliance with: 1) Federal Immigration and Nationality Act (FINA), A.R.S.§41-4401 and A.R.S.§23-214 and all other Federal Immigration laws and regulations related to the immigration status of its employees. The signer shall obtain statements from all subcontractors certifying compliance with this requirement and shall furnish the statements to the District Procurement Officer upon request.

**2. Terrorism Country Divestments**

In accordance with A.R.S. §35-392, Scottsdale Unified School District is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into a contract, a vendor/contractor warrants compliance with the Export Administration Act.

**3. Boycott of Israel: 95**

In accordance with A.R.S. § 35-393, Scottsdale Unified School District is prohibited from purchasing from a company that is in violation of the Israel Boycott Divestments. By entering into a contract, a vendor/contractor warrants compliance.

**4. Fingerprint Clearance Card Requirement**

A contractor, subcontractor or vendor who is contracted to provide services on a regular basis on District property must obtain a valid fingerprint clearance card pursuant to A.R.S. §41-1758 et.seq. The Superintendent may exempt this requirement a contractor, subcontractor or vendor whom the Superintendent has determined is not likely to have independent access or unsupervised contact with students as part of the contractor's normal job duties while performing service to a school or the district. The signer warrants compliance with this law.

\_\_\_\_\_. Signer is to initial here if the business they do with Scottsdale Unified School District does not include providing services on a regular basis on District property.

Vendor/Contractor acknowledges that the School District retains the legal right to inspect the papers of any contractor, subcontractor, vendor or employee of same who works on the contract to ensure compliance with the above requirements. The vendor/contractor shall facilitate this inspection process by giving prior notice to their employees and supervisors.

\_\_\_\_\_  
 McCarthy Building  
 Company Companies, Inc.


07/20/2021

Date

\_\_\_\_\_  
 Authorized Company Signature

Bryan Kuster  
 Sr. Vice President, Operations

Printed or typed Name above & Title

	<b>Scottsdale Unified School District #48</b> <b>Compliance Statement</b>	<b>7575 E. Main Street</b> <b>Scottsdale, AZ 85251</b> <b>480-484-6151</b>
	<b>RFP#: 22-20-26</b> <b>PROJECT: CM@R Services for Pueblo Elementary School</b> <b>Rebuild/Remodel</b>	

Offeror shall provide below a minimum of three (3) but no more than five (5) references from district that are similar in scope and size to this requirement. Failure to provide three accurate references will result in loss of points.

Offeror is responsible for sending a Performance Evaluation Survey to each client listed below.

1. Firm: **West MEC**

Street Address: 5487 N 99th Ave

City: Glendale State: AZ Zip: 85305

Contact Name: Greg Donovan Phone: (623) 738-0001

Date of Contract Initiation: SW Campus: 11/01/2018; NW Campus: 08/02/2017

Type of Services Provided: CMAR Services for the Southwest and Northwest Campuses

2. Firm: **Queen Creek Unified School District**

Street Address: 20740 S Ellsworth Rd

City: Queen Creek State: AZ Zip: 85242

Contact Name: Jim Lamb Phone: (480) 987-5935

Date of Contract Initiation: Faith Mathers Addition: 12/17/2019; Desert Mountain: 12/02/2019

Type of Services Provided: CMAR Services for Faith Mather Sossaman Elementary Building Addition and Desert Mountain Classroom Addition

3. Firm: **Paradise Valley Unified School District**

Street Address: 20621 N 32nd St.

City: Phoenix State: AZ Zip: 85050

Contact Name: Les Thompson Phone: (602) 449-2260

Date of Contract Initiation: 06/14/2018

Type of Services Provided: CMAR Services for Campo Bello Elementary School Rebuild



**Scottsdale Unified School District #48  
Compliance Statement**

7575 E. Main Street  
Scottsdale, AZ 85251  
480-484-6151

RFP#: 22-20-26

PROJECT: CM@R Services for Pueblo Elementary School  
Rebuild/Remodel

Offeror shall provide below a minimum of three (3) but no more than five (5) references from district that are similar in scope and size to this requirement. Failure to provide three accurate references will result in loss of points.

Offeror is responsible for sending a Performance Evaluation Survey to each client listed below.

4. Firm: **Chandler Unified School District No. 80**

Street Address: 1525 W Frye Rd.

City: Chandler State: AZ Zip: 85224

Contact Name: Lew Schroeder Phone: (480) 812-7640

Date of Contract Initiation: 08/21/2019

Type of Services Provided: CMAR Services for New Robert Rice Elementary School

5. Firm: Agua Fria Union High School District

Street Address: 1481 N Eliseo Felix Jr. Way, Ste 110

City: Avondale State: AZ Zip: 85323

Contact Name: Mike Shepard Phone: (623) 932-7151

Date of Contract Initiation: 6/15/2020

Type of Services Provided: CMAR Services for Millennium High School Gymnasium and Campus Renovations Desert Edge High School Field House Remodel

6. Firm: Phoenix Union High School District

Street Address: 2526 W. Osborn Rd.

City: Phoenix State: AZ Zip: 85017

Contact Name: Jared Reynolds Phone: (602) 764-1613

Date of Contract Initiation: 6/1/2020

Type of Services Provided: CMAR Services for Phoenix Union Center for Educational Excellence



Scottsdale Unified School District #48  
Vendor Contact Form

7575 E. Main Street  
Scottsdale, AZ 85251  
480-484-6151

RFP# 22-20-26

PROJECT: CM@R Services for Pueblo Elementary School  
Rebuild/Remodel

ORDER INFORMATION		PAYMENT INFORMATION	
LEGAL NAME OF ORGANIZATION / INDIVIDUAL McCarthy Building Companies, Inc.		LEGAL NAME OF PAYEE McCarthy Building Companies, Inc.	
STREET ADDRESS 6225 N 24th St.		STREET ADDRESS 6225 N 24th St.	
STREET ADDRESS 2 Suite 200		STREET ADDRESS 2 Suite 200	
CITY Phoenix		CITY Phoenix	
STATE AZ	ZIP 85016	STATE AZ	ZIP 85016
PHONE NUMBER W/ EXTENSION 480-449-4700	FAX NUMBER 480-449-4747	PHONE NUMBER W/ EXTENSION 480-449-4700	FAX NUMBER 480-449-4747
CONTACT NAME Bryan Kuster		CONTACT NAME Bryan Kuster	
EMAIL ADDRESS FOR <u>PURCHASE ORDERS</u> bkuster@mccarthy.com		EMAIL ADDRESS FOR <u>ACCOUNTS RECEIVABLE</u> ar@mccarthy.com	
WEB ADDRESS mccarthy.com		DOES YOUR COMPANY ACCEPT PURCHASE ORDERS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
D-U-N-S NUMBER 00-195-1357		ARE YOU A SUSD EMPLOYEE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, EXPLAIN:	
LOCAL REPRESENTATIVE NAME Bryan Kuster		RELATIVE OF SUSD EMPLOYEE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, EXPLAIN:	
LOCAL REPRESENTATIVE CONTACT PHONE 480-449-4747		MEMBER OR RELATIVE OF SUSD GOVERNING BOARD? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, EXPLAIN:	
LOCAL REPRESENTATIVE EMAIL bkuster@mccarthy.com			
<b>VENDOR ACKNOWLEDGEMENTS - BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT:</b>			
<p>1. I am duly authorized to certify the information requested herein.</p> <p>2. To the best of my knowledge, the elements of the information provided herein are accurate and true as of this date.</p> <p>3. My organization will comply with all State statutes and Federal equal opportunity and non-discrimination requirements and conditions of employment in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order Number 75-5 dated April 28, 1975.</p> <p>4. Filing of a Vendor Registration Application supplies information only and does not constitute an assumed obligation by Scottsdale Unified School District (SUSD) to guarantee contractual awards or agreements to my organization.</p> <p>5. Updating information contained on this form is solely the duty of my organization.</p> <p>6. My organization will not provide any product or service without first having in our possession an authorized SUSD Purchase Order. No products or services will be provided based on a verbal promise of a Purchase Order or with the submission of a requisition for a Purchase Order. I understand that payment for any product or service provided without an authorized Purchase Order is not the responsibility of SUSD and that I will have to obtain payment from the individual requestor.</p> <p>7. My organization will direct all communication regarding SUSD Purchase Orders to the SUSD Procurement Office.</p> <p>8. My organization will provide the Purchase Order number on all invoices submitted to SUSD. I understand that invoices received without this information will not be paid.</p> <p>9. My organization will submit all invoices directly to SUSD Accounts Payable and not to the requesting department or school.</p>			
PRINTED OR TYPED NAME Bryan Kuster		TITLE Sr. Vice President, Operations	
SIGNATURE 		DATE 07/20/2021	

## EXHIBIT D

### Subcontractor Selection Program





October 20, 2021

**Scottsdale Unified School District (SUSD) – Pueblo Elementary  
Rebuild Subcontractor Selection Plan**

This document has been assembled as the Subcontractor selection plan for the Pueblo Elementary School rebuild project, this plan was developed in order to deliver the best experience for SUSD, BWS & McCarthy. For the procurement of Subcontractors, McCarthy will conduct a competitive bid effort based off the requirements of our preconstruction/CMAR agreement & AZ procurement statues as defined in sections 1.6.B & 3.5 of the agreement.

**Subcontractor Selection Process:**

1. McCarthy will develop a proposed Subcontractor list organized by work category (CSI D48), this list will be populated with three (3) plus Subcontractors for each work category, unless they're not available. McCarthy's list is assembled based off our internal database developed based off our experience with the local Subcontractor community. McCarthy will make a good faith effort to include disadvantage business enterprises (DBEs) in our Subcontractor list. This list will then be shared with SUSD & BWS for review and comment.
2. Upon review, any modifications (additions or removals) based off SUSD & BWS's feedback, will be incorporated and the Subcontractor list will be finalized.
3. Upon receipt of the bid documents, McCarthy will distribute to the Subcontractor community. An in-person or virtual pre-bid conference (depending on the status of COVID-19) will be held to help explain the project and the bidding process. Numerous pre-bid meetings may be held if specific work categories need exposure to existing site conditions to accurately quantify and price their proposal.
  - a. The bid instructions for all work McCarthy is not pursuing (bidding) as self-performed will be submitted directly to McCarthy. SUSD has confirmed a bid-opening per section 3.5.D of the CMAR agreement will NOT be required.
  - b. Self-perform work will only be pursued under GMP 2, McCarthy will notify SUSD & BWS of the work categories we intend to bid during review of the proposed Subcontractor list. Instructions for sealed bids being delivered to a third-party will be included in order to ensure a fair evaluation & tabulation is conducted. The details of this specific bid effort will be finalized in July of 2021.
4. Once the drawings are released to the Subcontractor market, if inquiries are received from Subcontractors that were NOT on the original list the invite will be extended assuming the inquiring Subcontractor was not removed from the list in its original review. McCarthy reserves the right to expand the invitee list if the original list does not yield proper Subcontractor coverage. McCarthy will continue to provide updates to SUSD & BWS throughout the process.
5. McCarthy will collect & evaluate subcontractor bids to ensure all bids include a comparable scope that complies with the requirements of the construction documents. Revisions & modifications to bids will be requested as needed to complete the evaluation process.
6. Upon completion of evaluation, McCarthy will submit our Subcontractor recommendations with the proposed GMP. If SUSD or BWS has any objections to recommendations, the cost implications will be presented in an updated GMP until a final Subcontractor list & GMP priced is agreed upon.
7. Upon receipt of an approved GMP, McCarthy will release subcontracts to the approved Subcontractors in order to officially procure the work. These subcontracts will include the flow-down language as required per the CMAR agreement.