

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is entered into by and between the AECOM Technical Services, Inc located at 7720 North 16th Street, Suite 100, Phoenix, AZ 85020, (the "Contractor") and Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona, at 3773 N. Kaspar Dr, Flagstaff, Arizona 86004 ("NAIPTA"), effective as of June 1, 2017 (the "Effective Date").

WHEREAS:

- A. NAIPTA requires the services of an independent Contractor to provide General Consulting Services (hereinafter "Services"); and
- B. NAIPTA requested a Request for Statement of Qualifications, RSOQ, in order to obtain these Services; and
- C. The Contractor submitted the successful response; and
- D. NAIPTA desires to contract with the Contractor to provide these Services; and
- E. The Contractor is ready, willing, and able to provide the Services.

NOW THEREFORE, in consideration of the mutual promises contained herein, Contractor and NAIPTA agree as follows:

1. **SCOPE OF WORK/TASK ORDERS**

The general Scope of Work to be performed is outlined in the RSOQ, 2017-400, attached hereto as Exhibit A, and the Contractor's response, attached hereto as Exhibit B. The Project Description, Scope, Schedule, Fees and other provisions applicable to each Project will be established in the written Task Order executed by the Parties for that Project, in the form attached hereto as Exhibit C.

In the event of a conflict between the terms of the RSOQ and the Contractor's submission, the terms of the RSOQ shall govern. In the event of a conflict between the RSOQ, the Contractor's submission, and this Agreement, the terms of this Agreement shall govern. The terms of a specific Task Order shall govern in relation to the Project covered by the Task Order.

The specific Additional Insureds to be named under Contractor's insurance in relation to the Scope of Work to be performed for that Project shall be set forth in the Task Order for the Project.

2. **BILLING AND PAYMENT**

Fees. The fee is as described in the price listing submitted as part of Exhibit B and shall not exceed \$ _____, which represents Contractors submission.

A. Invoices.

Contractor shall submit to NAIPTA a monthly invoice describing the services performed. Fees shall be payable within thirty (30) days after receipt and approval of the statement by NAIPTA.

B. Expenses.

All Expenses incurred by the Contractor under this agreement are to be covered under the total contract compensation amount.

3. TERM OF AGREEMENT AND TERMINATION

The first term of this Agreement shall be for three (3) years from the effective date. This Agreement maybe be renewed in writing, signed by both parties, for up to one (1) additional two (2) year period upon the same terms and conditions. In the event no renewal is executed on or before the anniversary of the Effective Date, this Agreement shall automatically terminate at midnight on the day preceding the anniversary.

NAIPTA may terminate this Agreement, for any reason, in its sole and absolute discretion, with thirty (30) days written notice. NAIPTA will be responsible for all services performed through the date of notice of termination.

4. INDEPENDENT CONTRACTOR

It is understood that Contractor shall be an independent Contractor with respect to services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent or to have any other legal relationship with NAIPTA. Except as otherwise expressly provided herein, NAIPTA shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Consultant in order to perform services under this Agreement. Contractor understands that the Contractor is responsible to pay, according to law, the Contractor's income tax, and this may include Contractor's self-employment, social security, and other taxes. As an independent Contractor, Contractor is responsible for providing all workers' compensation insurance required by law. Contractor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

5. AMENDMENT AND ENTIRETY OF CONTRACT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings,

agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

6. RECORDS AND OWNERSHIP OF WORK PRODUCT

The Contractor agrees:

- A. To submit all reports and invoices specified in this Agreement in a timely manner.
- B. To preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement and for such period of time as is required by any other paragraph of this Agreement including the following:
 1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the date of any such termination.
 2. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by NAIPTA shall be retained by the Contractor until such appeals, litigations, claims or exceptions have been finally resolved.
 3. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. All documents and other work product generated on behalf of NAIPTA in connection with this Agreement (except for Contractor's notes for internal use) are the property of NAIPTA. Contractor agrees that all work product constitutes works "made for hire." In the event any such materials are not works "made for hire," Contractor hereby assigns to NAIPTA all rights in such materials and copyrights therein. Notwithstanding the foregoing, Contractor shall have a perpetual, worldwide, fully paid-up, license to said documents and work product for archival and referential purposes. Nothing in this Agreement shall be construed to prohibit Contractor from using skills, knowledge or experience gained by Contractor in the performance of the work for other purposes.

7. CONFLICT OF INTEREST

During the term of this Agreement, Contractor shall not knowingly accept or receive any compensation, fees, expenses, or other thing of monetary value from any person, agency, firm or enterprise with interests in conflict with those of NAIPTA. In

the event of an unanticipated conflict of interest arises, Contractor shall immediately so inform NAIPTA. During the term of this Agreement, Contractor shall not undertake representation of other local government agencies on the matters stated in the Scope of Work, except as expressly authorized by NAIPTA.

8. APPROVAL BY NAIPTA

Before this Agreement shall become effective and binding upon NAIPTA, it must be approved by NAIPTA's Board of Directors. In the event that the Board of Directors fails or refuses to approve this Agreement, or approve funding for the Agreement, it shall be null and void and of no effect whatsoever.

9. NON-ASSIGNMENT

Neither this Agreement, nor any obligation of the Contractor hereunder, shall be assigned in whole or in part by Contractor without the prior written consent of NAIPTA.

10. CANCELLATION OF AGREEMENT

Pursuant to A.R.S. §38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by NAIPTA if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of NAIPTA is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

11. COMPLIANCE WITH LAWS AND NON-DISCRIMINATION

In the performance of services hereunder, Contractor shall comply with all applicable state, federal and local laws or regulations. Without limiting the foregoing, Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 99-4 and A.R.S. §41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. The Contractor shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering

contract services.

12. COMPLIANCE WITH IMMIGRATION LAWS

Pursuant to the provisions of A.R.S. §41-4401, Contractor warrants to NAIPTA that Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. NAIPTA retains the legal right to inspect the papers of any employee of Contractor or any subcontractor who works on this Contract to ensure compliance with this warranty.

NAIPTA may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty.

NAIPTA will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this Article must be included in any contract Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

13. ISRAEL BOYCOTT PROVISION

Each party certifies to the other that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in A.R.S. §35-393.

14. INDEMNIFICATION

To the fullest extent permitted by law, Design Professional or Contractor, its successors, assigns, and guarantors, shall indemnify and hold harmless NAIPTA, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Design Professional, Contractor, or other persons employed or used by Design Professional or Contractor in the performance of the Contract

If court of law determines that this section is void under A.R.S. § 34-226 because a word, words, or phrase in this section makes this section void under A.R.S. § 34-226, then such word, words, or phrase (as applicable) shall be deemed to be stricken to the extent necessary so that this section is not void under A.R.S. § 34-226 and the remaining obligations shall remain in full force and effect; and the language of this section shall be retroactively reformed to the extent reasonably possible in such a manner so that the reformed language provides essentially the same rights and benefits to the fullest extent permitted by A.R.S. § 34-226(B).

15. CHANGES

Any changes to this Agreement shall be made in writing and signed by both parties.

16. NO AUTHORITY TO BIND NAIPTA

The Contractor has no authority to enter into contracts or agreements on behalf of NAIPTA, or in the name of NAIPTA, and nothing in this Agreement is to be construed to provide such authority.

17. DECLARATION BY CONTRACTOR

Contractor declares that the Contractor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

18. NOTICE

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

19. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

20. WAIVER AND SEVERABILITY

A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

22. COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

23. PRIORITY OF DOCUMENTS

In the event of a conflict between the terms of this Agreement and the terms of any other document related to the Services, the terms of this Agreement shall prevail.

In the event of a conflict in the provisions of the Contract, as accepted by NAIPTA and as they may be amended, the following shall prevail in the order set forth below unless explicit stated and agreed to by the parties in writing:

- The Task Order for the specific Project
- Solicitation Instructions and Conditions
- Submission of Qualifications and Agreed upon Pricing
- General Conditions, including Federal Terms and Conditions
- Scope of Work or Technical Specifications as assigned in issued Task Orders
- Other Provisions of the Contract, whether incorporated by reference or otherwise

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, NAIPTA has caused this document to be executed by its duly authorized representative, this ____ day of _____, 20__.

NAIPTA

By: _____
Print Name

Its: _____
Title

(Signature)

Approved as to form:

By _____
Fredda J. Bisman
Dickinson Wright
General Counsel, NAIPTA

ATTEST:

Clerk of the Board

DRAFT

Request for Statement of Qualifications

PROJECT NAME: GENERAL CONSULTING SERVICES

RSOQ SERIAL NUMBER: 2017-400



**Northern Arizona Intergovernmental Public
Transportation Authority**

Flagstaff, Arizona

Issued: April 21, 2017

Deadline for Inquiries: May 10, 2017

Submissions due by: May 23, 2017

1.0 Scope of Service

This RSOQ is issued to define a scope of work for General Consulting Services (GCS) for NAIPTA and its partners. A variety of services are defined for response for qualified proposers.

1.1 Introduction

The Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) is the transit agency in northern Arizona operating the Mountain Line, Mountain Lift and Mountain Link systems in Flagstaff. NAIPTA also coordinates with Campus Shuttle Service at Northern Arizona University and provides additional specialized transportation programs.

NAIPTA's mission is "Getting You Where You Want To Go". The vision is "To create the finest public transportation experience making NAIPTA services an excellent choice for Northern Arizona Communities"

Established in 2001, NAIPTA has grown into a system that employs more than 75 people and transports nearly 2 million riders a year. NAIPTA's membership includes:

- **City of Flagstaff:** Flagstaff is a vibrant and welcoming community nestled at the base of the San Francisco Peaks and surrounded by one of the largest pine forests on earth. It is home to quality education, medical care and transportation; and the business and outdoor opportunities that make Flagstaff a very desirable city to live in.
- **Coconino Community College:** Coconino Community College provides more than 70 certificate programs and two-year degrees in various fields including nursing, fire science, law enforcement and child development. Established in 1991, CCC has served the residents of Coconino County for more than 20 years, and helped create the region's skilled workforce, which is improving the overall health and safety of the community.
- **Coconino County:** Nestled in the largest stretch of pine forest in the United States, flush with breathtaking scenery, history, culture, multiple national parks and forests, is Coconino County, Arizona. Formed in 1891 at more than 7,100 square miles, Coconino County is home to multiple Native American tribes, including the Navajo Nation, the Hualapai, Hopi, Havasupai and Kaibab reservations. Ours is a community steeped in tradition and rich history.
- **Northern Arizona University:** Northern Arizona University is a high research university with its main campus located on 740 acres in Flagstaff, Arizona. More than 26,000 students are enrolled at NAU, including online and at 36 Extended Campus sites statewide, with 19,000 undergraduate and graduate students on the Flagstaff campus.

The GCS should have a familiarity and understanding in working with agencies including the Federal Transit Administration (FTA) and Federal Highway Administration (FHWA), state agencies like the Arizona Department of Transportation (ADOT), and regional associations like Flagstaff Metropolitan Planning Organization (FMPO), and city transportation departments.

Federally funded projects are subject to a completion of appropriate NEPA documentation and pursuant to the Federal Transit Administration (FTA) 49 USC 5309(e) (1) (A) FTA, as well as U.S. Department of Transportation (DOT) planning guidelines, all of which are subject to change. It is expected that the Consultant be knowledgeable and provide services based on current practices and guidelines. The Consultant shall provide support services in conformance with FTA's guidelines, including New Starts, Small Starts and/or Core Capacity Guidance. The Consultant shall conduct all activities based on the latest FTA/DOT Guidance.

NAIPTA offers a range of directly operated public transportation services including Mountain Line (Fixed Route Service), Mountain Link (BRT service), Mountain Lift (ADA paratransit service), and a variety of mobility management options throughout its service area.

NAIPTA is responsible for planning and providing public transit system services as defined by its Five-Year and Long Range Transportation plans, the Regional Transportation Plan as prepared by FMPO, and within

conformance with a variety of City of Flagstaff and ADOT plans. NAIPTA directly operates regional fixed route and paratransit services that are funded through various federal and local sources.

This RSOQ is designed to identify a Consulting firm or firms that can provide a range of specific consulting services in support of the NAIPTA mission over a five-year period. The resulting contract(s) will encompass specific project tasks identified by NAIPTA and its partners as part of this solicitation. The resulting response will identify key staff, sub-consultants, and methodology to meet NAIPTA’s public transportation commitment to Flagstaff and surrounding communities, as defined by the scope of services herein.

1.2 Funding

The project and task orders may be funded with Federal Transit Administration funding and therefore is subject to compliance with FTA terms and conditions. Additionally, the award of a contract resulting from the RSOQ is subject to ongoing financial assistance contracts between NAIPTA and the Arizona Department of Transportation (ADOT) who is acting as Federal Transit Administration (FTA) administrator for this type of funding.

The successful bidder will be required to comply with all terms and conditions prescribed for third party contracts in a grant agreement with FTA.

1.3 RSOQ Information

This RSOQ is issued under the authority of NAIPTA, and is specific as to response requirements.

1.3.1 RSOQ Timeline

RSOQ Release	Friday, April 21, 2017
Advertise RSOQ	Sunday, April 23, 2017
Pre-Proposal Conference (if applicable)	Wednesday, May 3, 2017, 1:00 pm Arizona time
Last Date for Inquiries	Wednesday, May 10, 2017, 5:00 pm Arizona time
RSOQ Proposals Due	Tuesday, May 23, 2017, 3:00 pm Arizona time
Presentations/Interviews (if necessary)	Tuesday, May 30, 2017
Preliminary Selections/Negotiations	Wednesday, May 31, 2017
Tentative NAIPTA Board Approval Date	Wednesday, June 21, 2017
Notice To Proceed	Friday, June 23, 2017

1.3.2 NAIPTA Contact Persons

All questions related to this RSOQ and the bid process must be sent via email and should be directed to:

Heather Dalmolin, Administrative Director
 Phone: 928-679-8908
 Email: purchasing@naipta.az.gov

1.4 RSOQ Registration

In order to register for the RSOQ, please register as vendor on the web at <http://mountainline.az.gov/naipta-information/purchasing/> and send confirmation email to purchasing@naipta.az.gov.

Please provide the following information: company name, contact person’s name, email address, company address, and telephone number.

Although vendors are not required to register to participate in and respond to RSOQ, only vendors who register by the deadline for questions defined in section 1.3.1 are guaranteed to receive copies of questions and answers and/or any RSOQ Addenda.

1.5 Submission Information Requirements

NAIPTA reserves the right to accept or reject any or all Submissions or any part of a proposal and to waive any informality and accept the most favorable proposal to meet the best interest of NAIPTA.

In order to be considered, Submissions must be received at the administrative offices of NAIPTA by **3:00 pm Arizona time on May 23, 2017**. It is the responsibility of the proposer to ensure Submissions arrive before the deadline. Failure of the U.S. Postal service, or any other delivery service, to deliver proposal packages on time shall result in the proposal not being opened or considered. The **proposal and all related documentation must be submitted in a sealed envelope clearly marked with Project Name and Project Serial Number** and delivered to:

Northern Arizona Intergovernmental Public Transportation Authority
RSOQ 2017-400: General Consulting Services
3773 N Kaspar Dr
Flagstaff AZ 86004

A responsive proposal package includes the following:

1. A letter of introduction by the person(s) with the authority to bind the proposer, to answer questions, or to provide clarification concerning information submitted;
2. One (1) original hard copy of the proposer's submission, including the Bidder Checklist, Executive Summary, Project and Project Management Information, and Company Detail;
3. A USB storage device containing one complete PDF or MS Word compatible file of the complete submission;
4. Completed certificates, etc. (see bidder checklist); and
5. Completed forms and affidavits.

Submissions will be opened and submitting agency information shall be read in the meeting room of the Board of Directors at the time indicated in the call for qualifications. Details of each submitted Statement of Qualifications shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made.

Per NAIPTA Purchasing Policy incorporating A.R.S. § 11-254.01, award will be made with reasonable promptness to the Firm or Firms whose Qualifications best conforms to the Proposal Scope of Work and will be most advantageous to NAIPTA.

If NAIPTA is unable to successfully negotiate a contract with the highest rated Firm or Firms, NAIPTA may begin negotiations with the next highest rated Firm, cancel the RSOQ and re-solicit, or completely cancel the RSOQ.

Proprietary Information

Any information contained in the proposal that the proposer considers proprietary must be clearly identified as such. NAIPTA will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act and any court rulings.

Late bids, Modifications, or Withdrawal of Bids

Any bid or modification of bids received at the NAIPTA office designated in the solicitation after the exact time specified for receipt will not be considered.

A bid may be withdrawn in person or by written request by a bidder or their authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

1.5.1 Cost of SOQ Preparation

NAIPTA shall not be liable for any pre-contractual expenses incurred by any Offeror. Each Offeror shall hold NAIPTA harmless and free from any and all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RSOQ. Pre-contractual expenses are defined as any expenses incurred by Offeror in:

- Preparing a SOQ and related information in response to this RSOQ;
- Negotiating with NAIPTA on any matter related to this RSOQ;
- Attending interviews and meetings, traveling and/or making presentations; and
- Accruing other expenses prior to the date of contract award and receipt of a Notice to Proceed.

1.6 Questions Concerning the Project

The scope of work and process for response to this RSOQ is identified herein.

1.6.1 Pre-Proposal Conference

A Pre-Proposal Conference will be held on Wednesday, May 3, 2017 at 1:00 pm (Arizona Time) at 3773 North Kaspar Drive, Flagstaff, AZ 86004. The Pre-Proposal Conference is expected to last 60 – 90 minutes and will end no later than 2:30 pm.

NAIPTA representatives will be available during the Pre-Proposal Conference to answer questions. These individuals will not be available to respond to inquiries regarding this RSOQ outside of the Pre-Proposal Conference. Though attendance is not mandatory, it is strongly recommended that representatives of interested Offerors attend the Pre-Proposal Conference. Offerors are also encouraged to have their proposed sub-consultants attend the Pre-Proposal Conference.

Offerors are requested to register number of attendants to Pre-Proposal Conference via email to purchasing@naipta.az.gov and to submit written questions in advance of the Pre-Proposal Conference. Questions generated at the Pre-Proposal Conference will be answered, if necessary, by written Addendum to the RSOQ. Nothing stated at the Pre-Proposal Conference or otherwise will change or qualify, in any way, the provisions of this RSOQ or be binding on NAIPTA.

Any changes to the RSOQ will be made by written Addendum only.

1.6.2 Questions Addressed through Addendum

Interested vendors must submit substantive questions, comments, and concerns **in writing** by email to the contact persons identified above if they desire additional information on the project. NAIPTA will not answer questions via telephone in order to ensure fairness in the provision of project information among all prospective vendors. Written questions must be received no later than deadline defined in section 1.3.1. Questions will be answered in writing and distributed to all proposers on the RSOQ distribution list. Questions should be addressed to the appropriate RSOQ contact person in section 1.3.2.

1.6.3 On-Site Presentation/Interviews

NAIPTA reserves the right to conduct interviews with one or more of the top ranked proposers as part of the proposer evaluation and selection process. Proposers will also be required to hold a group presentation in person or via web conferencing before the final decision will be made. In person presentations/interviews will be held at NAIPTA Offices at 3773 North Kaspar Drive, Flagstaff, AZ 86004. NAIPTA will not be responsible for reimbursement of travel cost associated with any required on-site presentations or interviews.

1.7 Protest Procedures

Any Proposer objecting to the recommendation of award, rejection of a Proposal, solicitation procedures of an RSOQ or any portion thereof, must submit a written protest to the Administrative Director. This protest must be submitted prior to the Board of Directors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Administrative Director within five (5) business days from notification of the

recommendation. A complete description of the protest procedures may be found in NAIPTA Purchasing Policy. A copy of the Policy may be obtained by contacting the Administrative Director, 928-679-8908.

1.8 Statement of Work: General Consulting Services

NAIPTA seeks to engage a Consultant with proven success, skill, experience, and knowledge to provide a wide range of General Consulting Services (GCS) through a Statement of Qualifications (SOQ) in response to this Request for Statement Qualifications (RSOQ). As defined herein, the services provided by the successful respondent are part of NAIPTA's 5 year and long range transportation plans and the Regional Transportation Plan (RTP) as adopted by the Flagstaff Metropolitan Planning Organization (FMPO). The Consultant's resources will augment and support NAIPTA Staff by providing task-specific services in a program team environment.

The GCS (Consultant) identifies, but is not limited to, a variety of professional services as defined herein. Definitions of professional services are meant to be illustrative. At any time, NAIPTA may identify additional professional services that may require consultant support, based upon specific project needs and available resources. All professional services will be provided on an as-needed basis in accordance with the availability of resources, including NAIPTA staff, and authorized by individual task orders. The GCS may also support NAIPTA, City of Flagstaff, and/or Flagstaff MPO staffs on the implementation of assigned projects, studies and services.

The GCS must provide qualified individuals to augment NAIPTA staff for the following classifications: project managers, schedulers, estimators, inspectors, and administrative. Additional classifications for staff support services may be identified during the term of the agreement.

The Consultant is encouraged to enlist local, regional, and/or national affiliated "Sub-Consultants" to perform the services identified. Those Sub-Consultants shall be the responsibility of and managed through the GCS contract. The GCS and/or the Sub-Consultants shall have local knowledge and resources available to be able to respond as needs arise.

NAIPTA will provide trained Project Managers, as liaisons for any assigned responsibilities, who will act as primary contacts to the Consultant. In some cases, GCS staff may act as Project Managers when directed by NAIPTA. To provide continuity and inform various plans, NAIPTA has identified several projects that require professional services to implement over the next five years. Anticipated projects are preliminary engineering and project development work for a Bus Rapid Transit line as approved by FTA in the Project Development stage under the Capital Investment program, developing Transit Guidelines with specific engineering standards, ridership forecasting for proposed regional transit lines, 1st mile/ Last mile mobility services, and other projects that may fall into the discipline list. Projects will range from \$100k to \$5M annually based on annual budget appropriation and award of federal grants with typical annual work product of \$1.5M.

This solicitation does not preclude NAIPTA from other solicitations and awards for work similar in scope in order to perform specific tasks that might be identified herein.

1.8.1 Scope of Work

The following overview of the scope of work identifies the key components of a General Consulting Services program.

Discipline 1: Planning and Environmental Services

- Environmental Assessments and Services
- Corridor Planning
- Facilitation Services
- System Planning
- Feasibility Studies and Conceptual Design
- Technical and Legal Evaluation of Alternative Financing Options
- Added Value Alternatives
- Site/Alignment Selection

Travel Demand Forecasting
Financial Programming (Cost and Price Analysis)
Public Involvement, Education, and Outreach
Project Design Document Coordination
Capital Plan Development and Cost Estimating

Discipline 2: Architectural and Engineering

Architectural Services
Bus Facility and Infrastructure Design
Civil/Transportation Engineering
Estimating
Capital Project Design
ROW
Subsurface Utility Engineering
Traffic Studies and Engineering

Discipline 3: Construction Management

Construction Management Services
Construction Inspection and Review
QA/QC

Discipline 4: Operations Efficiency/Technology

Geographic Information Systems
ITS
Transit Modeling
System Auditing
Technology Specifications and Development

This Consultant will be responsible for general administrative support for each discipline, including: word processing/formatting; text and graphics layout and manipulation; proofreading and editing documents; mail/e-mail list and database maintenance; photocopying and binding of documents and products; other duties as assigned to support NAIPTA's communication and Marketing programs.

Discipline 1: Planning and Environmental Services

Environmental Assessments and Services

The Consultant shall provide selected services to meet all FTA/NEPA requirements in all environmental categories (EA, DEIS, EIS, and CE) including, but not limited to: Archaeology, Hazardous Materials, Environmental Analysis and Reports, Environmental Monitoring, Noise and Vibration Analysis, Environmental Compliance Audits, and Historic Preservation for assigned projects, based upon the latest FTA/DOT guidelines.

Corridor Planning

The Consultant may be asked to direct specific corridor planning based upon FTA process to meet all compliance levels. The study may include evaluating opportunities for park and rides, transit centers, bus stops, mobility planning and infrastructure, operation and maintenance facilities, or other. Alternatives Analysis, Draft and/or Environmental Impact Statements / Environmental Assessments / Categorical Exclusions as defined under National Environmental Policy Act, Concept Designs, Preliminary Engineering, FTA Capital Investment Program New Starts/Small Starts analysis and related project readiness items, and Project agreements. These studies may involve:

- Environmental documentation
- Assessing existing and future supply and demand
- Transit facility design/urban design
- Conceptual site selection and development
- Site planning

- Cost estimating

Facilitation Services

The Consultant will supply facilitation services as required in the development of strategic plans, workshops, retreats, problem solving and decision-making.

System Planning

The Consultant may be asked to work with NAIPTA staff on how the planned regional transit system will function and operate and identify supporting facility needs. The Consultant may analyze the infrastructure requirements and recommend installation or upgrades, improved access, additional parking requirements, transit stops and centers, or other improvements.

Feasibility Studies and Conceptual Design

The Consultant shall provide assessments of the practicality of a proposed project, by objectively and rationally identifying the strengths and weaknesses of a Transit project, including opportunities and threats, the resources required to carry out the project, and prospects for success. As part of conceptual design, the Consultant shall identify interactions, experiences, processes and strategies where people, knowledge, products, services, processes, and profitability meet NAIPTA vision.

Technical and Legal Evaluation of Alternative Financing Options

The Consultant shall identify and conduct tests or studies to investigate and determine the technical and/or legal suitability of any proposed equipment, materials, supplies, products or systems.

Added Value Alternatives

The Consultant shall identify the value added and extra feature(s) of any process, system, component, or investment that goes beyond standard expectations, regardless of costs where the value-added features give a competitive edge or important amenity.

Site/Alignment Selection--Land Use and Development Analysis

The Consultant may be asked to work with NAIPTA and its partner agencies and the general public on the evaluation and selection of sites for transit facilities such as park-and-rides, transit centers, maintenance facilities, etc.

Travel Demand Forecasting

Work efforts may include producing transit travel forecast results in support of various studies and planning efforts being undertaken by NAIPTA or its partners.

Financial Programming (Cost and Price Analysis)

The Consultant may research and identify potential grant and other funding opportunities for operational and capital investments. The Consultant shall provide independent cost estimates, order of magnitude estimates, and detailed unit cost estimates for identified transit related projects.

Public Involvement, Education, and Outreach

The Consultant may provide community relations support, as needed. The consultant will work closely with policy makers, public agencies, businesses, community stakeholders, utility companies to assure an early and complete understanding of their needs and issues. Services will include both public meetings and individual stakeholder meetings, incorporating comments into the design plans to be used in future phases.

The scope of services includes assistance in the development and implementation of Public Involvement Plans (PIP) supportive of the local needs associated with the project within the area. The Consultant will support NAIPTA and its members in the planning and execution of special events including, but not limited to: building and executing communications plans, organizing coordination meetings, with NAIPTA staff and groups as necessary.

Project Design Document (Plans and Specs) Coordination

The Consultant will be responsible to manage all documentation associated with project design, engineering, and, and environmental assessment. Documentation will meet all Federal, State, Regional, and local needs and be provided in both electronic and hard copy formats as required.

Capital Plan Development and Cost Estimating

The Consultant will provide all related plan development and cost estimating in the identification, feasibility, and design of capital projects. Capital plan development will support planning, asset and capital management, space utilization, construction, renewal and/or renovation issues. Cost estimates shall include a single total value and identifiable component values, including quantity surveying and cost engineering.

Discipline 2: Design/Engineering

Architectural Services

The Consultant will be responsible to provide services related to planning and building regulation submissions and specifications, and shall act as agent and main contact for all communications in the oversight process with regulating agencies. Services may include planning, feasibility studies, programming, architecture, interior design, cost estimating, scheduling and construction administration.

Bus Facility and Infrastructure Design

The consultant will provide design services specific to bus facilities and bus infrastructure, including administrative, operations, and maintenance facilities, stops, stations and station area design, and other associated infrastructure including park and rides and similar facilities.

Civil/Transportation Engineering

The consultant shall provide civil and transportation engineering through the application of technology and scientific principles in the planning, design, operation and management of facilities in order to provide for the safe, efficient, rapid, comfortable, convenient, economical, and environmentally compatible movement of people.

Estimating

The Consultant will provide cost estimating services for the management of project costs, including estimating, cost control, cost forecasting, investment appraisal and risk analysis, including budgeting, planning, and monitoring investment projects. The Consultant shall strive to find a balance between cost, quality and time requirements.

Capital Project Design

The Consultant shall provide all relevant design services for assigned tasks that involve investments in transportation infrastructure, including undertakings which requires the use of significant amounts of capital, both financial and labor, to undertake and complete.

ROW

The Consultant will provide analysis of right-of-way (ROW) costs and actions needed to construct or improve transportation facilities. The Consultant may be required to assist in appraisals, easement language and other necessary responsibilities in compliance with applicable laws and protocols.

Subsurface Utility Engineering

The consultant shall provide subsurface utility engineering that that involves managing certain risks associated with:

- utility mapping at appropriate quality levels,
- utility coordination,
- utility relocation design and coordination,
- utility condition assessment,
- communication of utility data to concerned parties,

- utility relocation cost estimates,
- implementation of utility accommodation policies, and
- utility designs.

Traffic Studies and Engineering

The Consultant will review traffic engineering plans and traffic models (e.g. TransCad, VISSIM or SYNCHRO Model results) prepared by others; conduct traffic engineering analysis and studies; work with local jurisdictions to optimize traffic signal priority, including Q-jumps; and conduct traffic analysis for future bus services and associated facilities.

Discipline 3: Construction Management

Construction Management

The Consultant shall provide professional services that uses specialized, project management techniques to oversee the planning, design, and construction of NAIPTA projects from beginning to end, in order to control a project's time, cost and quality. Construction management options shall be compatible with all project delivery systems, including (may not be limited to) design-bid-build, design-build, and Public Private Partnerships.

Construction Inspection and Review

The Consultant shall provide construction and inspector services to ensure that construction meets local and national building codes and ordinances, zoning regulations, and contract specifications. The Consultant shall be prepared to spend considerable time inspecting worksites, alone or as part of the NAIPTA team.

QA/QC

The Consultant will provide Quality Assurance and Quality Control (QA/QC) for all assigned processes in order to measure and assure the quality of a product or service meets consumer expectations. The Consultant will identify process oriented protocols and focus on defect identification and prevention.

Discipline 4: Operations Efficiency/Technology

Geographic Information Systems

The Consultant may be asked to provide GIS support for projects and studies identified by NAIPTA and partner agencies. Tasks may include collecting the data needed from other agencies, creating cartographic maps, creating GIS layers as well as converting CAD design drawings to GIS shapefiles and training of staff on future versions of ARCGIS, ARCEditor and ARCVIEW, etc. The Consultant will provide reviews of submittal drawings and design upgrades for all system components to ensure completeness and accuracy.

ITS

The Consultant will provide expertise and best practices on ITS improvements for transit capital and operations projects. This may include developing strategies for implementing transit signal priority, transportation demand management, dynamic mobility platforms etc.

Transit Modeling

The Consultant may analyze scheduling, blocking and fleet needs as well as interlining with other bus routes to improve system efficiencies. This task may also include identification of new transit route alignments or modification of existing transit service. Alignment selection criteria may include existing route performance, operating cost, population and employment densities served, and other criteria.

System Auditing

The Consultant shall provide Auditing services for on-site verification of activity or for planning and engineering services to ensure compliance to requirements.

Technology Specification and Development

The Consultant shall provide services to address technical specifications and their development, and develop appropriate technical standards in regard to specific tasks.

1.9 Contract Obligations & Requirements

Obligations and requirements of the proposer are identified in order to be considered responsive.

The following documents are being issued as part of this RSOQ and are hereby incorporated as requirements for responses and future contract opportunity:

- Exhibit A: General Terms and Conditions
- Exhibit B: Certifications
- Exhibit C: Federal Terms and Certifications
- Exhibit D: Sample Contract
- Exhibit E: Sample General Conditions, as applicable depending on contract type and services awarded
- Exhibit F: Sample Task Order

Exhibit E is an example of General Conditions previously adopted by NAIPTA and required in various contracting opportunities. The General Conditions are currently under review and are expected to be updated prior to award of any contract(s) from this RSOQ. Consultants will be required to agree to the updated General Conditions as part of the contract. The General Conditions will be made available as soon as possible.

1.9.1 Contract Obligations

The contents of the RSOQ and the commitments set forth in the selected Submissions shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. The contract will bind the bidder to furnish and deliver at the bid price, and in accordance with conditions of said accepted proposal and specifications for ninety (90) calendar days after the opening of the proposal.

The Proposer's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards and ordinances, regardless of whether or not they are referred to by NAIPTA. The Proposer shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

All known subcontractors to this Project must be indicated in the submittal. No subcontract will be construed as making NAIPTA a party of or to such subcontract, or subjecting NAIPTA to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the successful Proposer of liability and obligation under such party's contract with NAIPTA; and despite any such subletting; NAIPTA shall deal through the successful Proposer. Subcontractors will be dealt with as workers and representatives of the successful Proposer.

The contract award will not be final until NAIPTA and the successful bidder have executed a mutually satisfactory contractual agreement(s). No contract activity may begin prior to the execution of a contractual agreement between the successful bidder and NAIPTA.

If the successful bidder refuses or fails to execute the contract, NAIPTA may award the contract to another bidder whose Submissions comply with all the requirements of the RSOQ and any addenda thereto.

NAIPTA reserves the right to cancel an award immediately if new state or federal regulations or policies make it necessary to change the service purpose or content substantially or to prohibit any such goods and services.

All Submissions may be rejected if the Board determines that rejection is in the public interest.

State and Local Law Disclaimer

The rights and duties of the parties hereto shall be determined by the laws of the State of Arizona and to that end the contract shall be considered as a contract made and to be executed in the City of Flagstaff, Arizona and the State of Arizona. Court of Common Pleas in and for Coconino County shall have original jurisdiction over any legal matters arising from this tender.

NAIPTA's Purchasing Policy incorporates by reference, and is designed to be in accordance with, ARS § 11-254.01. The Board of Directors has adopted and approved this Purchasing Policy.

Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Single Bid Response

If only one bid is received in response to the Request for Proposal, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

Interest of Members or Delegates to Congress

The Contractor agrees that it will not allow any member of, or delegate to, the Congress of the United States to any share or part of this contract or to any benefit arising there from.

2.0 Instructions to Proposers

The following specific instructions are provided in order to be considered responsive.

2.1 Proposal Format

Responses to the RSOQ must correlate with the alpha numeric characters and order of items in the Bidder Checklist. Each item in the RSOQ should be addressed in the proposal.

Please see following page for the Bidder Checklist to be attached to submission.

2.2 Bidder Checklist

A. Introductory Letter (§2.4.1)	
B. Complete Bidder Checklist Bidder must include this initialed checklist	
C. Executive Summary (§2.4.2) Bidder must include a brief executive summary regarding the firm's qualifications and experience as well as confirmation of willingness to provide services.	
D. Project and Project Management Information (§2.4.2) Bidder must include a description of project manager's qualifications and experience. Information must also address understanding and approach to the Scope of Work.	
E. Company Detail (§2.4.2) Bidder must include a description of team member qualifications and experience.	
F. Additional Supportive Information (§2.4.3)	
G. Proposer Information, including comparable projects in size & scope (RSOQ, Attachment A)	
H. Past Performance Survey (RSOQ, Attachment B)	
I. Subcontractor List (RSOQ, Attachment C)	
J. Disclosure of Responsibility Statement (2 pages) (Exhibit B, Form A)	
K. Non-Collusion Affidavit (Exhibit B, Form B)	
L. Incorporation of FTA Terms (Exhibit B, Form C)	
M. Suspension & Debarment (Exhibit B, Form D)	
N. Lobbyist Certificate (Exhibit B, Form E)	
O. Disadvantaged Business Enterprise Compliance (Exhibit B, Form F)	
P. Disadvantaged Business Enterprise Certification (2 pages) (Exhibit B, Form G)	
Q. Disadvantaged Business Enterprise Individual Participation (Exhibit B, Form H)	
R. Disadvantaged Business Enterprise Overall Participation (Exhibit B, Form I)	
P. Buy America Certificate (Exhibit B, Form J)	
S. Acknowledgement of Addenda Should addenda relative to this RSOQ be released by NAIPTA, bidders must include a signed acknowledgment of receipt for each addendum	

2.3 Company Detail & Questions

All information requested in this section must be addressed in the vendor's proposal. Please limit your responses to less than 25 single pages. Proposers must provide information on the following:

1. Introductory Letter (Limited to 2 pages)

The introductory letter should be addressed to the NAIPTA CEO-General Manager, Jeff Meilbeck, and should discuss the proposed team organization (including all sub-consultants); discuss proposed staffing (including the Project Manager and key staff); affirm that all DBE requirements, as applicable, will be met; and be signed by an individual(s) authorized to bind the Offeror. The introductory letter should also include location of offices, appropriate telephone numbers, statement of any exceptions to the RSOQ, and any other information Offerors may deem pertinent and introductory in nature.

2. Evaluation Criteria (Limited to 20 pages)

SOQs shall be evaluated based upon the evaluation criteria contained within this RFQ. Offerors shall respond to and provide sufficient information within this section for each evaluation criteria (i.e. Project Manager's Qualifications & Experience, Personnel Qualifications & Experience, Firm Qualifications & Experience, and Understanding/Approach to the Scope of Work) to allow for a thorough evaluation of Offeror's SOQ.

3. Additional Supportive Information (Limited to 3 pages)

Additional supportive information may include resumes, additional project descriptions, additional references, graphs, charts, photos, and similar information that Offerors desire to include in support of the SOQ. Additional supportive information can be used for additional response to the evaluation criteria. The materials will be evaluated as part of the evaluation criteria.

Exceeding these limitations will cause your submittal to be disqualified as non-responsive.

3.0 Selection and Award

The following describes processes to be used for evaluation, selection, and award of contract(s).

3.1 Evaluation Criteria

An evaluation committee established by NAIPTA will assess the Submissions information received.

During the evaluation process, negotiation, and selection process, committee members may not disclose information from one proposer to another proposer. To the extent possible by law information provided by proposers shall remain confidential after the conclusion of the procurement process.

The evaluation committee will review and analyze each Submission. Submissions will be evaluated and scored according to the following criteria:

A. Understanding/Approach to the Scope of Services (30 Points)

1. Demonstrate understanding of the work and provide a detailed description of the performance of the tasks described in the Scope of Services.
2. Describe approach for keeping the work on schedule and within budget.
3. Provide any recommendations to enhance the Scope of Services contemplated and/or alternative methods to promote efficiency.
4. Describe who will perform the key elements of the work (list both prime and sub-consultants).
5. Describe how your quality control policies/procedures will be applied to this project.

B. Firm and PM Qualifications & Experience (30 Points)

1. Describe the type, team composition, location and value of similar work performed, as a prime or as a sub-consultant, within the last ten (10) years. Include references, professional licenses, overall General Consulting Services experience.

2. Describe resources to be allocated to the project, delineate resources currently committed to other projects and delineate current excess capacity.
3. Describe project management and coordination procedures for both sub-consultants and disciplines.
4. Describe time commitments of the project manager to the contract.

C. Personnel Qualifications & Experience (30 Points)

1. Describe applicable and pertinent qualifications of key staff and sub-consultants staff, including firm affiliation, education, professional licenses, training, overall experience, and length of employment with firm. Include an organizational chart and references.
2. Describe previous experience of key staff and sub-consultants relative to similar work within the last ten (10) years. Include references.
3. Describe time commitments of key staff to the contract.
4. Describe additional personnel resources available to be committed to the contract.

D. Proposal Responsiveness (10 Points)

1. Proposal is organized and responsive to all areas contained in the RSOQ.
2. The Proposer exhibits confidence and knowledge regarding the proposed products and services.

Scores awarded will be based on the following quality level matrix:

Quality Level	Points	Description
Excellent	100%	Meets all requirements; reflects significant enhancements or strengths as compared to minimum levels of acceptability; no offsetting weaknesses.
Very Good	85%	Meets all requirements; reflects some enhancements or strengths; few if any offsetting weaknesses.
Good	75%	Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally.
Fair	60%	May contain significant weaknesses only partially offset by less pronounced strengths; should meet all minimum requirements, but some areas of doubt may exist.
Poor	35%	Serious doubt exists about ability to meet minimum needs but may be sufficient; significant weaknesses without offsetting strengths.
Deficient	0%	Will not meet minimum needs.

3.1 Selection Process

The selection process will be conducted in a manner providing maximum full and open communication.

A selection committee will be appointed to evaluate responsive Submissions. Submissions will be evaluated and ranked in accordance with the evaluation criteria. The initial evaluation will be scored in accordance with evaluation criteria established in RSOQ. Those Offerors whose Submissions are in the competitive range may be requested to make a presentation and/or participate in discussions with the selection committee. Such presentation and/or discussions may be scored. Offeror’s key personnel shall conduct the presentation and participate in discussions. Date, time, location, allotted time for the oral presentation and/or discussions, as well as equipment available to Offeror for the presentation, shall be provided at a later date.

Based upon the above, the selection committee will recommend which Offerors demonstrate the highest qualifications to successfully deliver this project.

The Agency reserves the right to investigate the qualifications of all Offerors under consideration and to confirm any part of the information furnished by an Offeror, and/or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the Work.

Those Offerors whose are in the competitive range may be requested to make a presentation and/or participate in discussions with the selection committee relative to their proposal.

The Selection Committee will develop and compile a list of standardized questions about the project for the short-listed firms invited for the interview. After all, interviews each member of the Selection Committee will finalize their initial scores based on the information presented and discussed at the oral presentation.

The oral presentation will not be used to fill in missing or incomplete information that was required in the written proposal or as an opportunity by the firms to improve or supplement their Submissions.

The interviews will usually last forty-five minutes, but not more than one hour, including thirty minutes for the interview, and fifteen minutes for questions from the Selection Committee. This time limit will be strictly enforced. No more than three representatives from the firm plus one computer/presentation equipment operator may be present.

The format of the presentation is at the discretion of the firm but must address the organization and experience of the team, experience of individuals assigned to the project, describe comparable projects by the team members and/or the firm and address any questions that may be asked by Selection Committee members during the interview.

The order in which the firms appear before the Selection Committee will be determined by lot.

Procedures

During interviews, NAIPTA personnel involved will not engage in conduct that:

- Favors one Offeror over another;
- Reveals the names of individuals providing reference information about an Offeror's past performance;
- Knowingly furnishes selection information in violation of NAIPTA Procurement Policies and the laws of the State of Arizona.

3.2 Award

After scoring and interviews are complete, the Project Manager will make contract recommendation(s) to NAIPTA's General Manager and the Board of Directors for final award and contract authorization. At their discretion, the General Manager and/or the Board of Director's may choose to invite the recommended Consultant(s) to provide additional information prior to award this RSOQ or authorizing a contract.

After NAIPTA has developed a short list of the top ranked firms, NAIPTA will enter into negotiations with the top ranked firm and negotiate fee/rates and if after a reasonable period of time, negotiations are unsuccessful with the top ranked firm NAIPTA will then end negotiations and then initiate negotiations with the second-ranked firm. If a satisfactory contract is not worked out with this firm, then this procedure will be continued until a mutually satisfactory contract is negotiated.

NAIPTA will not be deemed to have accepted the resultant negotiated contract until NAIPTA and successful Firm formally execute the Contract.

The successful Firm shall not begin work until NAIPTA issues a Notice to Proceed for the initial scope of services. Subsequent work may only be authorized by written Notice to Proceed or Change Order, upon NAIPTA's final determination of scope, schedule and cost.

Exhibit A: RSOQ and Addendum
Attachments: Required Submission Document
Attachment A: Proposer Information

1. PROPOSER INFORMATION:	
a. Business Name:	
b. Owner Name:	
c. Business Address:	
d. Business Phone:	
Daytime:	Evening/Weekend:
Web address:	Email address:
e. Number of Employees:	Annual Sales \$:
f. Date Business Established:	
g. Insurance Agent Name:	
h. Insurance Agent Address:	
i. Insurance Agent Phone:	
2. FOR THIS PROJECT ONLY:	
a. Name of Project Manager:	
b. Business Phone:	
Daytime:	Evening/Weekend:
c. Business Address:	

Exhibit A: RSOQ and Addendum
Attachments: Required Submission Document
Attachment A: Proposer Information

3. COMPARABLE PROJECTS IN SIZE AND SCOPE:	
a. Name and dates of Project:	
Address:	
Size and Scope:	
b. Name and dates of Project:	
Address:	
Size and Scope:	
c. Name and dates of Project	
Address:	
Size and Scope:	
d. Name and dates of Project:	
Address:	
Size and Scope:	

DRAFT

Exhibit A: RSOQ and Addendum
Attachments: Required Submission Document
Attachment A: Proposer Information

4. REFERENCES:
a. Firm Name:
Address:
Name of Reference:
Position Title:
Telephone:
b. Firm Name:
Address:
Name of Reference:
Position Title:
Telephone:
c. Firm Name:
Address:
Name of Reference:
Position Title:
Telephone:

DRAFT

Exhibit A: RSOQ and Addendum
Attachments: Required Submission Document
Attachment B: Past Performance Survey

DUE May 23, 2017 at 3pm	General Consulting Services	NAIPTA 3773 N. Kaspar Drive Flagstaff, AZ 86004 928-679-8908 purchasing@naipta.az.gov
	RSOQ 2017-400	

Past Performance Survey

(pg 1 of 2)

Past Performance Survey of:

(Name of Company Being Surveyed)

Northern Arizona Intergovernmental Public Transportation Authority, NAIPTA, collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above has listed you as a reference for a past project they have completed. We would greatly appreciate it if you would take a few moments to complete this survey.

The first half of the survey contains open ended questions that help us to better understand your working relationship with the individual or firm. The second section of the survey asks for you to rate the individual or firm in several areas based on your past experience.

Client Name: _____ Date Completed: _____
Project Name: _____

Section 1: Working Relationship Questions

Please describe your relationship with the firm or individual (types of projects etc.):
(Please feel free to add a document or attachment if there is not enough space below.)

What did you like best about this company or individual? (Please feel free to add a document or attachment if there is not enough space below.)

**Attachments: Required Submission Document
Attachment B: Past Performance Survey (cont'd)**

Did you experience any problems with this company or individual? If so, please describe the situation. Was the problem resolved to your satisfaction? (Please feel free to add a document or attachment if there is not enough space below.)

Section 2: Rating Criteria:

Please rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the company I individual again) and 1 representing that you were very unsatisfied (and would never hire the company I individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

NO	CRITERIA	UNIT	RATING
1	How satisfied were you with how this vendor met your expectations for cost of services rendered?	(1-10)	
2	How satisfied were you with the vendor's ability to effectively communicate with you during the planning stage of the project?	(1-10)	
3	What is your overall rating of the training materials used by the individual I vendor?	(1-10)	
4	How satisfied were you with the vendor's ability to meet your overall expectations?	(1-10)	
5	Rate your likeliness to contract with this firm/individual again.	(1-10)	

If we can contact you with follow up questions, please provide your phone number and email information.

Email: _____

Telephone: _____

Printed Name and Title of Evaluator

Signature

Address of Agency

Thank you for your time and effort in assisting the NAIPTA in this important endeavor.

Please return the completed survey by 3:00pm on May 23, 2017 to: purchasing@naipta.az.gov



Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

Addendum #1

DATE: April 21, 2017

TO: All prospective Consultants for RSOQ 2017-400:
General Consulting Services

FROM: Heather Dalmolin, Administrative Director

This addendum is hereby made part of RSOQ 2017-400, and shall be considered a part of the bid specifications for all purposes including bid preparation and evaluation.

Page 11, Section 1.9 Contract Obligations and Requirements is updated as follows:

The following documents are being issued as part of this RSOQ and are hereby incorporated as requirements for responses and future contract opportunity:

- Exhibit A: General Terms and Conditions
- Exhibit B: General Conditions
- Exhibit C: Sample Contract

Previously named Exhibit B Certifications have been incorporated into Exhibit A: General Terms and Conditions and previously named Exhibit C Federal Terms and Certifications have been incorporated into General Conditions, which has been renamed as Exhibit B. Exhibit F: Sample Task Order has been removed.

All references to these exhibits shall be updated as per this addendum.

Please submit any questions regarding this addendum or the original RSOQ documents via email to purchasing@naipta.az.gov.

This addendum must be signed by an authorized person and submitted with the response to the RSOQ.

I have read this addendum and understand the information stated above.



Authorized Signature

Date



Print or Type Name of Authorized Person





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

Addendum #2

DATE: May 4, 2017
TO: All prospective Consultants for RSOQ 2017-400:
General Consulting Services
FROM: Heather Dalmolin, Administrative Director

This addendum is hereby made part of RSOQ 2017-400, and shall be considered a part of the bid specifications for all purposes including bid preparation and evaluation.

Page 13, Section 2.3 is updated to add the following under information that must be provided:

4. Past Performance Surveys (3 pages)

Past Performance Surveys must be received for three (3) projects of similar multidisciplinary projects for system equal to or greater than Flagstaff system. The Surveys must be received by NAIPTA by same date and time as the deadline for submission of responses to the RSOQ. The Past Performance Surveys will not be evaluated or scored but are to be used as references in determining firm responsibility and performance history.

Please submit any questions regarding this addendum or the original RSOQ documents via email to purchasing@naipta.az.gov.

This addendum must be signed by an authorized person and submitted with the response to the RSOQ.

I have read this addendum and understand the information stated above.

Authorized Signature

Date

Print or Type Name of Authorized Person





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

Addendum #3

DATE: May 11, 2017

TO: All prospective Consultants for RSOQ 2017-400:
General Consulting Services

FROM: Heather Dalmolin, Administrative Director

This addendum is hereby made part of RSOQ 2017-400, and shall be considered a part of the bid specifications for all purposes including bid preparation and evaluation.

Page 1.8, Statement of Work is amended to include the following preferences as a new paragraph:

- Consultant teams that include at least one certified International Transportation Engineer (ITE) is preferred but not required.

Page 14, Section 2.3 is updated as follows:

- Responses are limited to no more than 25 pages, as per the requirement details in subsections 1, 2 & 3.
- Submissions can include a front and back cover, not to be counted in the page limit as long as the covers are not used to provide required information.

The issued General Conditions are being reissued without the "Draft" watermark and should be considering finalized. Interested vendors will be required to agree to the terms of the General Conditions and submit signed certifications with responses to the RSOQ.

Please submit any questions regarding this addendum or the original RSOQ documents via email to purchasing@naipta.az.gov.

This addendum must be signed by an authorized person and submitted with the response to the RSOQ.

I have read this addendum and understand the information stated above.



Authorized Signature

Date



Print or Type Name of Authorized Person



Statement of Qualifications

General Consulting Services

RSOQ Serial Number: 2017-004

May 23, 2017



A Introductory Letter



AECOM
7720 North 16th Street
Suite 100
Phoenix, Arizona 85020
www.aecom.com

602.371.1100 tel
602.371.1615 fax

May 23, 2017

Mr. Jeff Meilbeck
CEO-General Manager
Northern Arizona Intergovernmental Public Transportation Authority
3773 North Kaspar Drive
Flagstaff, AZ 86004

RE: Statement of Qualifications, General Consulting Services, RSOQ Serial Number: 2017-400

Dear Mr. Meilbeck:

Since its inception in 2001, NAIPTA has greatly expanded the Flagstaff-area transit network with local fixed routes, a bus rapid transit (BRT) route, and door-to-door service. NAIPTA services are partially funded by a 0.295 percent local sales tax, which Flagstaff voters recently extended to 2030 with a resounding 71 percent "yes" vote. In 2013, the American Public Transit Association recognized NAIPTA with its highest honor, the Outstanding Public Transportation System Achievement Award.

Now NAIPTA desires to select its first general consulting partner. The AECOM Team has performed numerous on-call service engagements for transit agencies throughout the country and understands the need for active leadership and excellent communication. AECOM has partnered on similar program management contracts with more than 40 transit systems throughout the United States over the past 20 years. AECOM also has a proven track record in Arizona and we are proud of the repeated retention of AECOM by our clients. Our team stays actively involved in transportation policy to maintain a strong advisory role in all issues, including funding strategies and innovative project delivery.

By providing NAIPTA with local and national professional staff, we present your agency with access to the wide range of expertise necessary to address the continued advancement of NAIPTA's goals. We have a well-defined strategy for providing NAIPTA with quality work products and personnel for each task order generated by the agency throughout the term of this contract. We would like to be a trusted partner with NAIPTA as your program advances in collaboration with member stakeholders and the general public.

The AECOM Team

Our objective for this contract is to provide NAIPTA with responsive individuals who are readily available to complete each task order on schedule and within the budget. In addition to our local and national professionals, our project team includes subconsultants located in Arizona and neighboring states who complement AECOM experts, offering additional skills for the activities detailed in the RSOQ. We have assembled a team to provide the skill sets NAIPTA needs, and AECOM has worked successfully with these subconsultants previously. AECOM is committed to exceeding NAIPTA's disadvantaged business enterprise (DBE) participation goal of 1 percent. Pinyon Environmental, Inc. is a DBE firm with a long-standing successful history with AECOM. Our aim is to encourage DBE firms to excel and further contribute to the transit industry in future endeavors. We are also pleased to partner with the following firms:

- » Aztec Engineering Group, Inc.
- » Otak
- » Tierra Right of Way Services, Ltd.
- » Jarrett Walker + Associates
- » Shephard-Wesnitzer, Inc.

Lori Labrum, PE, PTOE, is proposed as our team's project manager and NAIPTA's primary point of contact on this task-order-based contract, bringing more than 28 years of experience in the transit field. Lori's diverse background in both planning and engineering as well as her experience in client service make her the ideal partner to NAIPTA. Her expertise includes transit and transportation planning, traffic engineering, roadway design, construction/project management, and alternative project delivery for local, state, and regional transportation projects in Arizona and four other states.

The key AECOM staff identified to lead the disciplines identified in the RSOQ are:

- » Deron Lozano – Planning and Environmental Services
- » Miguel Aceves, PE – Architectural and Engineering
- » Larry Bruce, CPM – Construction Management
- » Arnab Gupta, PE – Operations Efficiency/Technology

Jennifer Pyne, AICP, will serve as principal-in-charge and will provide overall technical direction, coordinate with NAIPTA to assess AECOM's performance, assure staff resources are available, and interface with our quality manager, **Vijayant Rajvanshi, AICP**, to ensure deliverables adhere to our company's quality procedures.

As NAIPTA assigns task orders, Lori will coordinate with the discipline leads and meet with appropriate NAIPTA staff to develop a clear understanding of the goals, outcomes, and deliverables. Following initial internal and client meetings, we will develop a scope of work, schedule, and budget specific to the work assignment for approval by NAIPTA. Concurrently, we will identify appropriate staff to execute the task orders, including the task managers responsible for completing the assignments.

AECOM's Commitment to Excellence

This contract is an undertaking of enormous responsibility where our team, as NAIPTA's key partner in advancing the transit program, will be held accountable by your members; the general public; transit patrons; and other regional, state, and local transportation partners. Accordingly, we propose incorporating the following four principles to guide our approach to completing assigned tasks:

- » Clear Lines of Communication
- » Adherence to Project Schedule and Budget
- » Quality Work
- » Teamwork

As Lori will be AECOM's central point of contact with your project manager, we recognize the necessity of excellent communication throughout the contract. Therefore, we propose providing regular reports, at NAIPTA's discretion, to include activities completed for each task, next steps, and relevant meeting summaries. AECOM's Quality Management System (QMS) is certified to the ISO 9001:2008 standard and is dedicated to providing the highest-quality products on all assignments. All deliverables are subject to review through our QMS, which requires a Project Work Plan for each task assignment, thorough independent reviews, and follow-up with clients to confirm we fully met their needs.

RSOQ Exceptions

This proposal is conditioned upon the negotiation of mutually acceptable contract terms and conditions. AECOM has reviewed the proposed contract and have a number of suggested changes for discussion with NAIPTA. Most of these are related to language clarifications and we believe we will successfully reach agreement. AECOM respectfully seeks to discuss for possible negotiation, or modification of, the following provisions:

Sections in the Sample General Conditions:

- » 4.9.4 (warranty periods)
- » 9.1.2 (terms of Change Orders)
- » 12.1 (indemnification)
- » 6.1.4 (time of the essence)
- » 10.3.3 (termination for cause)
- » 13.2 (time of the essence)
- » 8.5.6 (liquidated damages retention)
- » 11 (insurance and bond provisions)

Sections in the Sample MSA:

- » 6.C (ownership of work product)
- » 23 (priority of documents)
- » a proposed limitation of liability and waive of indirect/consequential damages
- » 14 (indemnification)

Sections in the General Terms and Conditions:

- » 2 (priority of documents)
- » 31 (change orders)
- » 48 (confidentiality)
- » 3 (time of the essence)
- » 45 (termination for convenience)
- » 49 (intellectual property)
- » 8 (price escalation)
- » 47 (ownership of work)
- » Exhibit A (insurance provisions)

Summary

We are confident that our team exceeds NAIPTA's requirements for this contract. Our team looks forward to deploying our resources to complete NAIPTA's initial tasks identified in the RSOQ and to develop innovative solutions that will expand NAIPTA's remarkable reputation in the transit industry. We appreciate your consideration of our proposal. Should you have any questions, or require additional information, please feel free to contact Lori Labrum at the information below.

Sincerely,
AECOM Technical Services, Inc.



Jennifer Pyne, AICP
Principal-in-Charge
480.266.0645
jennifer.pyne@aecom.com



Lori Labrum, PE, PTOE
Project Manager
801.209.7891
lori.labrum@aecom.com

B Complete Bidder Checklist

A. Introductory Letter (§2.4.1)	JP
B. Complete Bidder Checklist Bidder must include this initialed checklist	JP
C. Executive Summary (§2.4.2) Bidder must include a brief executive summary regarding the firm's qualifications and experience as well as confirmation of willingness to provide services.	JP
D. Project and Project Management Information (§2.4.2) Bidder must include a description of project manager's qualifications and experience. Information must also address understanding and approach to the Scope of Work.	JP
E. Company Detail (§2.4.2) Bidder must include a description of team member qualifications and experience.	JP
F. Additional Supportive Information (§2.4.3)	JP
G. Proposer Information, including comparable projects in size & scope (RSOQ, Attachment A)	JP
H. Past Performance Survey (RSOQ, Attachment B)	JP
I. Subcontractor List (RSOQ, Attachment C)	JP
J. Disclosure of Responsibility Statement (2 pages) (Exhibit B, Form A)	JP
K. Non-Collusion Affidavit (Exhibit B, Form B)	JP
L. Incorporation of FTA Terms (Exhibit B, Form C)	JP
M. Suspension & Debarment (Exhibit B, Form D)	JP
N. Lobbyist Certificate (Exhibit B, Form E)	JP
O. Disadvantaged Business Enterprise Compliance (Exhibit B, Form F)	JP
P. Disadvantaged Business Enterprise Certification (2 pages) (Exhibit B, Form G)	JP
Q. Disadvantaged Business Enterprise Individual Participation (Exhibit B, Form H)	JP
R. Disadvantaged Business Enterprise Overall Participation (Exhibit B, Form I)	JP
P. Buy America Certificate (Exhibit B, Form J)	JP
S. Acknowledgement of Addenda Should addenda relative to this RSOQ be released by NAIPTA, bidders must include a signed acknowledgment of receipt for each addendum	JP

C Executive Summary



AECOM AECOM Technical Services, Inc. (AECOM) is a global network of experts working with clients and communities to develop and implement innovative solutions to complex transportation, community, and economic development challenges. Comprising some of world's leading design, planning, and construction firms, AECOM was officially founded in 1990. Some of our predecessor firms, however, date back to the early 1900s. One of these firms, URS Corporation, was acquired by AECOM in October 2014, creating the world's largest design services firm. The two companies now operate as a single unit providing consulting services in the United States. We have 220 staff in Arizona, including 80 transportation experts, environmental planners, multidisciplinary engineers, and construction management (CM) staff in a single Phoenix office. Another 30 transportation professionals are based in Tucson. In addition to our local staff resources, AECOM can readily call on a full range of multidisciplinary, fully credentialed, and highly experienced professionals from across the U.S.

AECOM's Phoenix office is one of our nation's hubs for transit and transportation excellence with more than two dozen staff involved in planning, design, and implementation of transit facilities. Our unique blend of local expertise and global reach enables us to mobilize staff with varying experience to work with our clients on cost-effective solutions to solve any transit issue, large or small.

AECOM was rated No. 1 in transportation among the *Engineering News-Record* Top 500 Design Firms for 2017, as well as the top design firm for the eighth consecutive year. Our Phoenix office is just over two hours from Flagstaff by car and all of our subconsultants except one have offices located within Arizona.

TOP-RANKED
Engineering News-Record
2017 ENR RANKING

#1	DESIGN FIRM
#1	TRANSPORTATION
#1	GENERAL BUILDING

Through most of our General Consulting Services (GCS) contracts, we regularly co-locate staff at client offices to maximize the consultant/agency collaboration to efficiently complete tasks. We are willing and able to embed staff in NAIPTA offices to operate as an extension of agency staff if desired.

Our range of service extends from program inception through commissioning of an operational system, and on to service improvements and asset management. This Statement of Qualifications (SOQ) will demonstrate that our team has the experience in performing under GCS contracts and the depth of technical expertise to provide NAIPTA with all the services it may need through the term of this contract. We are eager to begin work and have ample staff and availability to carry out assignments immediately. Our aim is to consistently exceed NAIPTA's quality, schedule, and budget requirements.

AECOM Team Subconsultants

AECOM has the capacity and technical skills to successfully deliver projects under this GCS contract, augmented by assistance from the following subconsultants, who are experienced in their fields and have established relationships with our project team members.



Jarrett Walker + Associates (JWA) will support several tasks under the Planning and Environmental Services and Operations Efficiency disciplines.

These tasks include System Planning and Public Involvement and Outreach under Discipline 1, and Transit Modeling under Discipline 4. JWA's current partnership with NAIPTA on the Five Year Transit Plan provides our team with unique insight on the issues, goals, and key stakeholders of the Five Year Plan. JWA's involvement in this important effort offers NAIPTA and the community a trusted partner committed to leading recommendations identified in the Five Year Plan through the next steps in the planning and policy stages. **Michelle Poyourow**, with a 13-year history of transit planning, policy, network development, and public engagement, will lead the firm's efforts on behalf of NAIPTA.



Pinyon Environmental, Inc. (Pinyon) brings more than 23 years of environmental consulting and strategic transit development experience to our team. Under the leadership of **Leslie Watson**, the firm will

work closely with AECOM staff on Environmental Assessment and Services assignments in Discipline 1. Pinyon and AECOM have a reputation of successfully partnering to assist clients, as demonstrated by the collaborative efforts of the two firms on more than 30 projects. Currently, Pinyon is working for AECOM on the Arizona Department of Transportation (ADOT) I-11 and Intermountain West Corridor Tier 1 Environmental Impact Study, Nogales to Wickenburg, with responsibility for the crucial air quality element. Pinyon has an office in Scottsdale and is a certified DBE, M/WBE, and SBE firm.

 **Otak** brings a wealth of experience supporting transit projects through its architecture, landscape architecture, and civil engineering expertise. The firm provides our team with a diverse background that includes conceptual-level design of bus rapid transit (BRT) systems and certified LEED transportation facilities, including the Tempe Transportation Center, the award-winning centerpiece of Tempe's public transportation system. Under this GCS contract, Otak will provide Architectural Services in Discipline 2. The firm is a leader in designing urban transit facilities, known for its creative solutions, its ability to manage and coordinate projects efficiently, and its history of solving problems as quickly as they arise in the design process.

 **Shephard-Wesnitzer, Inc. (SWI)** will lead the surveying efforts under this contract. SWI has been a proven leader throughout Flagstaff, providing engineering and surveying for public and private entities during its 27-year history. Through multiple on-call contracts throughout northern Arizona, SWI has become very familiar with the engineering requirements, soil conditions, drainage systems, and utility systems found throughout the area.

 **Aztec Engineering Group, Inc. (Aztec)** will lead the team's subsurface utility engineering (SUE) tasks in Discipline 2, Architectural and Engineering. Headquartered in Phoenix, Aztec has performed SUE investigations throughout the state, supporting public transit projects, highway projects, and vertical construction efforts.

 **Tierra Right of Way Services, Ltd.** (Tierra) specializes in right-of-way (ROW) acquisition and relocation services and has a broad range of experience working with engineers and surveyors to provide ROW services. The firm will perform ROW work under Discipline 2, Architectural and Engineering. Tierra's work also includes real estate cost mitigation analyses, appraisal reviews, permit compliance, and ROW grants necessary to advance various projects.

Our project manager, Lori Labrum, has experience in coordinating multi-discipline teams and will integrate all of our subconsultants in the initial project partnering sessions as appropriate. This coordination will result in clearly defined scopes, project responsibilities, and deliverables schedules.

Background

Mobility has long been a concern of Flagstaff residents, as geography limits the number of arterial roadways, while I-40 and the busy BNSF Railway Transcon line create barriers to north-south travel. Area residents, including the many college students, have increasingly looked to public transit as an alternative. We recognize that Northern Arizona University (NAU) is a strong partner with NAIPTA, having grown to a major national university with an estimated on-campus enrollment of approximately 20,000 as of Fall 2016. On-campus parking has been unable to keep up with demand even though NAU strongly encourages active transportation by promoting a connected network of sidewalks, pathways, bicycle lanes, and bicycle racks.

In addition to providing a team that covers all disciplines and tasks identified in the RSOQ, we are including industry experts to support NAIPTA in specialty services, including grant writing, landscape architectural design, Americans with Disabilities Act (ADA) compatibility, and railroad coordination. These additional services ensure our team covers all aspects of any project.

As an example, AECOM has extensive planning, scoping, and design experience with ADOT, including in the Northcentral District. We have recent experience with ADOT on the East Flagstaff traffic interchange (TI) and the SR 89A/JW Powell Boulevard TI. The East Flagstaff TI project incorporated multi-use paths and multi-use undercrossings to support users other than passenger vehicles. The SR 89A/JW Powell Boulevard project incorporated roundabouts as a context-sensitive solution adjacent to the Fort Tuthill County Park. In addition, AECOM's experience working with the City of Flagstaff and Flagstaff Metropolitan Planning Organization (FMPO) on the Lone Tree Road Corridor Study brings our local presence as an asset to NAIPTA. Our traffic and roadway engineers have extensive ADOT experience and can help NAIPTA and FMPO bridge the gap between their planning efforts and ADOT's design, operations, and maintenance functions.



In 2013, the American Public Transit Association recognized NAIPTA with its highest honor, the Outstanding Public Transportation System Achievement Award.

D Project and Project Management Information

PROJECT MANAGER'S QUALIFICATIONS AND EXPERIENCE

Lori Labrum, PE, PTOE - Project Manager

- BS Civil Engineering
- PE AZ #33645
- PE UT #177977
- 28 years of experience (3 with AECOM)
- **Commitment to NAIPTA: 60%**

Lori is a senior transit/transportation engineer with 28 years of multi-faceted engineering and planning experience. She has experience in both the public and private sectors and has a long and successful record providing professional consulting services to a variety of departments of transportation and transit agencies in the west and southwest (see **Figure 1**).

This contract will require an integrated team and a leader committed to providing seamless communication between NAIPTA and the task leaders. Lori has played key roles on a broad range of projects, from transit planning, transit design, transportation planning, and roadway engineering to community planning and large-scale construction. She has more than 10 years of practical transit design experience, and an additional 10 years of project management of major transit and roadway projects. Her experience also includes performing corridor studies where she has evaluated safety issues, geometric deficiencies, operational deficiencies, and innovative solutions. She has led travel demand modeling efforts whereby she has evaluated and made recommendations on the link between land use and transportation infrastructure.

Lori is experienced and successful in leading multi-disciplinary teams, as is evident in her project management role for the Ed Pastor Transit Station Design in Phoenix, a project that improved bus capacity and operational flexibility at South Mountain Village. The project was so successful it won the Valley Forward Association 2003 Merit Award for

Lori is the ideal choice to lead the NAIPTA GCS contract because of her experience leading large efforts, which requires the coordination of multidisciplinary teams to develop combined transit and roadway systems that improve mobility and reduce congestion.

Historic Preservation for the restoration of a 1920s grocery store to become the central station building, preserving a landmark of the area's early commercial development.

Lori's experience also includes leading traffic operations analysis. She has evaluated the performance of transportation facilities for complex projects and identified solutions for implementation. She has BRT, highway, local roadway, and intersection design experience and has led design efforts to produce plans for traffic signals, signing, pavement marking, traffic control, and ITS.

In addition to her technical credentials, we selected Lori to lead the AECOM Team because she has a special talent for collaborative project management in which key stakeholders play a central role. On this GCS contract, Lori will interface with NAIPTA and all major stakeholders as a way to achieve consensus on critical decisions, and to keep communities informed with current project information. She takes a similar approach with our technical staff, using regularly scheduled meetings to

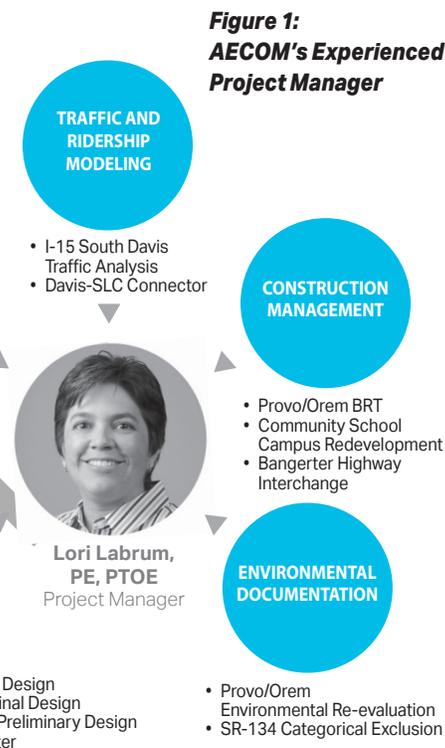


Figure 1:
AECOM's Experienced Project Manager

coordinate day-to-day activities.

Lori's Relevant Experience

- » **Project Manager, Provo/Orem Transportation Improvement Project, Utah:** This 10.5-mile BRT corridor includes dedicated lanes, transit signal priority (TSP), bridge replacement, dedicated bicycle facilities, and improvements to existing intermodal facilities.
- » **Deputy Project Manager, Davis-SLC Connector Alternatives Analysis (AA), Utah:** This planning study looked at transit alternatives from a Davis County Commuter Rail facility to a connection to the Salt Lake City intermodal hub. The locally preferred alternative was a 10-mile BRT facility with more than 5 miles of dedicated lanes.
- » **Planning and Coordination Task Lead, Sandy-South Jordan Circulator Study, Utah:** This study considered new viable public transportation modes and alignments to serve TRAX, FrontRunner, downtown Sandy City, and the River Park Corporate Center in South Jordan.

UNDERSTANDING/APPROACH TO THE SCOPE OF SERVICES

1. Overview

NAIPTA identified four disciplines in the scope of services: Planning and Environmental Services, Design/Engineering, Construction Management, and Operations Efficiency/Technology.

These disciplines may cover a broad range of activities that match AECOM's toolbox:

- Developing trusted partnerships with transit agencies
- The U.S. Federal Transit Administration's (FTA) Capital Investment Grant Program
- Travel demand forecasting
- Capital and operating cost estimating
- Engineering services related to proposed capital improvements
- Coordination with other transit providers (e.g., private services, Section 5310, intercity)
- Construction management
- Service planning, including network optimization
- Public and stakeholder outreach techniques
- Federal programs and funding availability for transit
- Potential funding sources for capital and operations: federal, local and innovative (non-traditional)
- Transit priority measures and other applications of Intelligent Transportation Systems (ITS) to Mountain Link and other services
- Mapping and displays, including GIS applications

The AECOM Team provides NAIPTA with a one-stop shop of committed professionals to complete large and small tasks, sequentially or concurrently.

The AECOM Team has a complete toolbox of knowledge and skills that will enable NAIPTA staff to be proactive in addressing concerns. NAIPTA has an outstanding reputation for convenience, reliability, and passenger environment as shown by overwhelming support for last November's sales tax initiative.

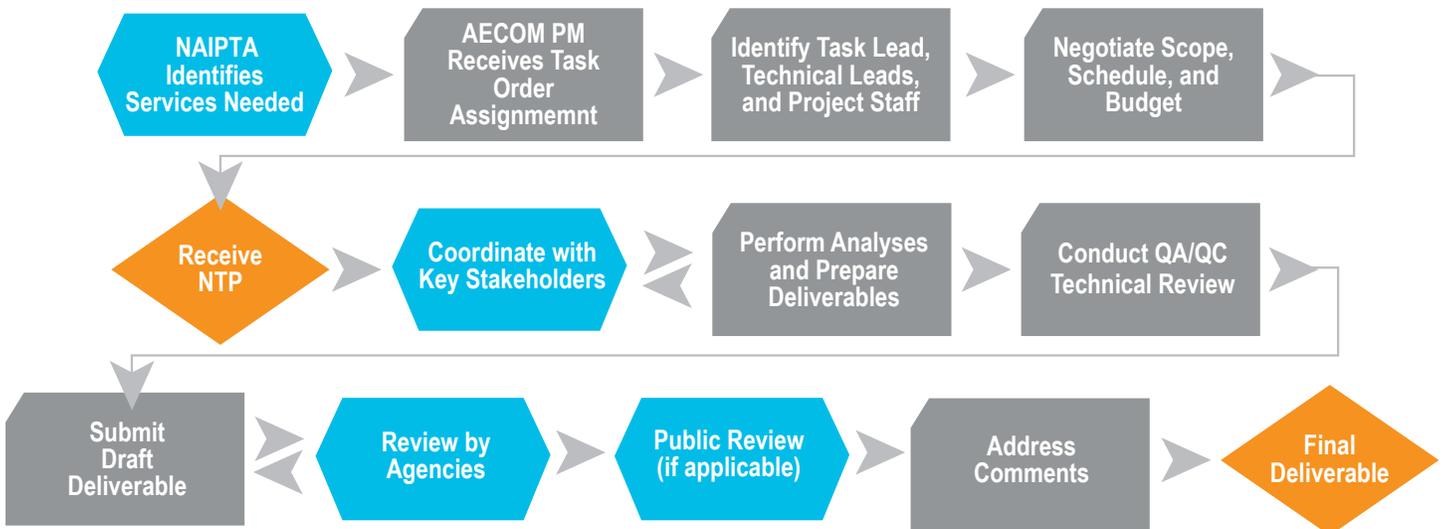
AECOM's task order process gives NAIPTA the flexibility to schedule work and call on the right expertise for each assignment. When NAIPTA assigns a task order, Lori will assemble the right team and leader to manage the assignment. This decision will be made during scoping with NAIPTA's approval. Lori will maintain communication with every task leader and will coordinate with NAIPTA throughout the duration of the assignment in order to mitigate potential issues should they arise. **Figure 2** outlines our approach from task identification to final product delivery.

2. Schedule and Budget Adherence

Our project manager, Lori Labrum, will work closely with the AECOM task manager of each assignment to ensure delivery of all products on schedule and within the budget by:

- » Keeping the Project Work Plan up to date.
- » Assigning a dedicated project controls person, a single billing specialist, and project accountant to all NAIPTA assignments.
- » Reviewing draft invoices to ensure AECOM provides all required information and attaches the monthly progress report, which will include any challenges encountered, proposed resolution, and activities anticipated for the next month.
- » Reviewing the project's financial status weekly using AECOM project management tools.
- » Conducting a status review with project accounting, financial, and administrative staff monthly.
- » Coordinating regularly with NAIPTA project management to ensure flow of information is constant between NAIPTA and AECOM task leaders.
- » Providing a final level of review through Jennifer Pyne, our principal-in-charge, who will have ultimate responsibility for NAIPTA's complete satisfaction with every assignment.

Figure 2: AECOM's Task Order Process



LEGEND ▬ NAIPTA Action Items ◊ Task Order Start and Completion AECOM Action Items

3. Recommendations to Enhance Scope of Services

Our experience with performing under GCS contracts has provided us the understanding that facilitation and meaningful partnering with stakeholders and the public is so important to the success of every task



order that will be assigned under this contract. So much so that NAIPTA may wish to isolate a fifth discipline called Agency and Stakeholder Coordination. We know from experience on similar on-call contracts that projects require close collaboration at every step with the regional planning agency (in this case, FMPO), municipal and county agencies (City of Flagstaff and Coconino County), NAU, the state multimodal transportation agency (ADOT), and sometimes other state and federal agencies. We expect Flagstaff, NAU, and the FMPO to be NAIPTA's most important partners in many assignments, especially ones that involve short-term programming—requiring adoption in the FMPO Transportation Improvement Program—or long-term programming and integration with "Blueprint 2040."

Potential sub-disciplines for agency and stakeholder coordination include FMPO Programming, Committee Facilitation, Complete Streets, Active Transportation Access, Stakeholder Consensus-Building, and City/County Land Use Planning Interaction. While we recognize that long-term land use planning is the responsibility of cities and counties, we also understand that long-range, comprehensive planning should ensure that future growth is directed in a manner that will encourage increased use of transit and active transportation. For example, transit system improvements that link efficiently with Flagstaff's celebrated urban trail system would promote connectivity between them.

Not only do we recognize the benefit to consider additional disciplines such as Agency and Stakeholder Coordination, we

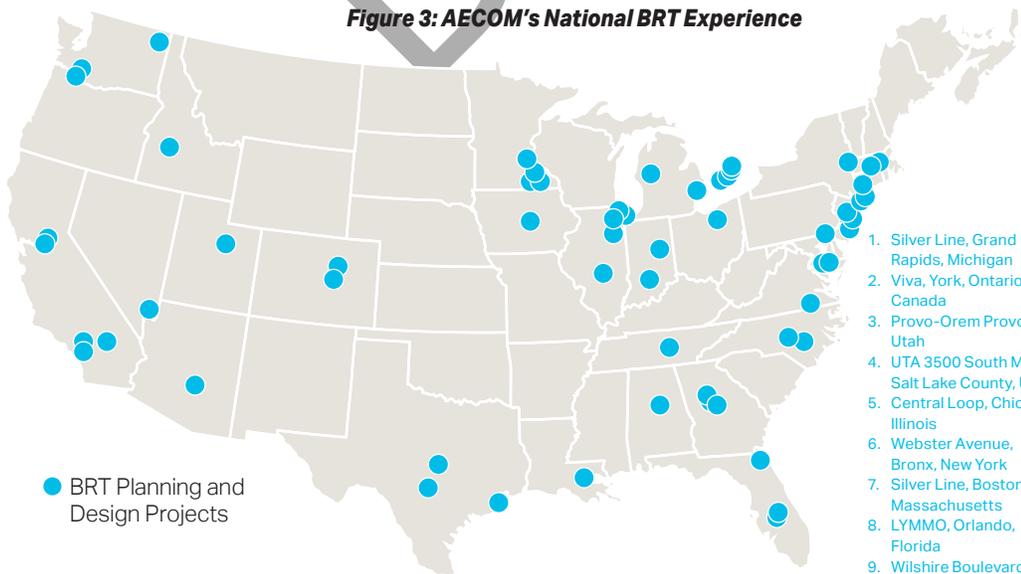
also understand the advantages a diverse team can provide. To that end, the AECOM Team includes experts with specialty skill sets that NAIPTA can draw upon, such as autonomous vehicle technology, railroad coordination, landscape architectural design, FTA grant writing, ADA compatibility, surveying, and university/college campus planning.

AECOM has assisted multiple universities and colleges in master plans related to transportation, parking, transit, traffic engineering, and the design of facilities such as the University of Michigan, Indiana University, and the University of North Carolina.

In addition to the scope enhancements identified, we recognize NAIPTA's desire to advance the Transit Spine BRT project that will connect Flagstaff Pulliam Regional Airport to Flagstaff Mall. AECOM's extensive BRT experience will facilitate timely advancement of the Transit Spine BRT through environmental clearance, FTA Small Starts guidance, planning, preliminary engineering, and design.

BRT, one of the fastest growing types of public transportation systems, offers a distinct combination of reliability and flexibility that makes it an effective solution to meet transit demands in a wide range of urban and suburban settings. As a lower cost option to rail transit, many BRT lines throughout the U.S. have exceeded expectations to increase ridership and enhance transit-oriented development (TOD). AECOM's extensive experience with BRT (shown in **Figure 3**), along with our broad technical and project management expertise, makes us an effective partner in the planning and development of advanced bus systems such as BRT.

Figure 3: AECOM's National BRT Experience



● BRT Planning and Design Projects

1. Silver Line, Grand Rapids, Michigan
2. Viva, York, Ontario, Canada
3. Provo-Orem Provo, Utah
4. UTA 3500 South MAX, Salt Lake County, Utah
5. Central Loop, Chicago, Illinois
6. Webster Avenue, Bronx, New York
7. Silver Line, Boston, Massachusetts
8. LYMMO, Orlando, Florida
9. Wilshire Boulevard, Los Angeles, California
10. HealthLine, Cleveland, Ohio



As the leader in BRT system planning and design, AECOM has more than US\$1 billion of operating BRT projects in North America.

Unique BRT Approach

AECOM approaches every planning study and design assignment as a unique effort, understanding its context within the local environment. Our planning and design professionals work closely with service providers, governing agencies, and the public.



Lori Labrum recently gave a seminar at the University of Texas at Austin on BRT life cycle planning, design, and construction considerations.

AECOM implements our BRT toolbox and evaluation methodology to quantitatively evaluate each segment and its potential to apply different BRT busway and bus lane configurations, as shown in **Figure 4**.

Through coordinated agency and stakeholder outreach, our team will identify innovative solutions to fit the Flagstaff environment, such as options for running ways and corridors, stations and vehicles, fare collection and operations, transit signal prioritization, and branding, shown in **Figure 5**.

Figure 4: BRT Toolbox

BRT Toolbox			
Operational Improvements	Dedicated Bus Lane and Bus Lane Enforcement		
	Transit Signal Priority and Queue Jumps		
	Wider Station Spacing		
	Off-Board Fare Collection and Multi-Door Boarding		
Customer Amenities	Enhanced Stations		
	Real-Time Information		
	Multi-Door / Level Boarding		
	Rapid Transit Vehicles/Branding		
Design Considerations	Corridor Fit	BRT's Function	Development Potential
	Community features	Users, ridership, transfers	Underutilized land
	Existing and future land use	Pedestrian and bicycle access	TOD
	ROW constraints	Station amenities, ADA requirements	Potential for higher densities
Utility accommodations	Public art potential	Existing and future activity centers	

The goal of this effort is to have an operational BRT system in 2021—an ambitious schedule that requires the most knowledgeable and experienced consultant team.

Figure 5: Elements of BRT Design



4. Prime Consultant and Subconsultant Responsibilities

Our team organization (**Figure 9**, Page 14) shows key personnel from AECOM and each subconsultant who will be assigned to each discipline and major sub-discipline. Our Executive Summary (Page 1 of 20) defines the roles of each subconsultant on the AECOM Team and the firm's expertise. Subconsultant staff may be asked to lead specific tasks depending on the assignment under the direction of the AECOM project manager, Lori Labrum.

5. Quality Assurance/Quality Control

Quality is an attitude, a culture, and a way of life at AECOM. It is inherent in the way we plan, perform, check, and act to produce the work for our clients. Our approach follows the international standard for quality management systems (QMS), ISO 9001. As one of the few firms in North America with a QMS certified to the ISO 9001:2008 standard, AECOM confirms compliance through formal auditing and verification (both internal and external).



Our QMS is rigorous and structured, with an online quality manual and procedures that include QC and QA reviews of each submittal, including interim products. The QC consists of a review of the technical elements of the plan or design. This review culminates in a detailed check sheet and a back-check to ensure all comments were addressed appropriately. The final QA review ascertains that all required QC steps were completed and documented properly. Concurrent with the QC/QA process is an independent technical review of the work product by highly experienced professionals who were not involved in writing the document, performing calculations, or preparing drawings. **Vijayant Rajvanshi, AICP**, is AECOM's Phoenix Multimodal Planning Department's Quality Assurance Representative and will ensure quality procedures are incorporated on deliverables, procedures, and other task order outcomes.

Quality and continuous improvement are much more than a set of procedures; they manifest themselves above all in client satisfaction and repeat business for AECOM. We encourage NAIPTA and its partners to contact any of the references provided in this SOQ and through the Past Performance Surveys.

E Company Detail

FIRM AND PM QUALIFICATIONS AND EXPERIENCE

1. Similar Work Performed

Our team's extensive experience in the disciplines and sub-disciplines identified in the Scope of Work is summarized in **Figure 6** (Page 8). Individual project descriptions and other relevant details are included in the following pages.

Valley Metro Planning Support Services; Maricopa County, AZ

- **Owner:** Valley Metro
- **Client:** HDR Engineering, Inc.
- **Firm:** AECOM
- **Role:** Subconsultant
- **Reference:** Benjamin Limmer, 404.427.6138 (2011–2016); Wulf Grote, PE, 602.322.4420 (2016–present)
- **Team Member Involvement:** Horne, Lozano, Pyne, Livingstone, Volosin, Bondy, Jacobson, McNamara, Racosky, Besch, Rauch, Rajvanshi, Krepitch, Jaff, Ricketts
- **Dates:** 2011–2016; 2016–present
- **Value:** \$12–15M (estimated all contracts)

AECOM has served as one of the two primary consulting firms on Valley Metro's locally-based team providing a wide variety of planning support services to the regional transit planning agency for the Phoenix metropolitan area. Valley Metro performs functions in Maricopa County similar to those NAIPTA is requesting in northern Arizona. The Valley Metro team's outstanding record of developing complex studies and plans, on time and within the budget, has resulted in renewal of the contract and consistent accolades from the client and owner. Some of the projects underway or successfully completed in the last 10 years are listed below:



- » Capitol/I-10 West Light Rail Extension Environmental Assessment (EA), Phoenix
- » City of Tempe TOD Grant Application, Tempe
- » Fiesta/Downtown Chandler Transit Corridor Study, Chandler, Gilbert, Mesa
- » I-10/I-17 Bus Ramp Categorical Exclusion, Phoenix
- » Northeast Phoenix Transit Feasibility Study, Phoenix
- » Northwest Light Rail Extension, Phase 2, Phoenix
- » Regional Paratransit Plan Update
- » Scottsdale Road/Rural Road BRT Project Definition Study, Scottsdale, Tempe
- » South Central Corridor High-Capacity Transit (HCT) AA, Phoenix
- » TOD Working Group, Regional
- » Transit Stop Inventory and Accessibility Study
- » West Phoenix/Central Glendale Light Rail AA, Glendale, Phoenix

Transportation 2050 (T2050) Program Management; Phoenix, AZ

- **Owner:** City of Phoenix
- **Firm:** AECOM
- **Role:** Prime Consultant
- **Reference:** Ray Dovalina, 602.262.6136
- **Team Member Involvement:** Aceves, Gupta, Jacobson
- **Dates:** 2016–present
- **Value:** \$5M (estimated)

The City of Phoenix selected AECOM to provide professional services required for program management and oversight for the T2050 Program, a 35-year multimodal program with oversight by the Phoenix Citizens Transportation Commission. AECOM is providing the services to support City staff in the planning, programming, and implementation. T2050 will benefit the community by providing an efficient multimodal transportation system designed to provide mobility to all; promote economic development; facilitate active transportation and public health; and accommodate people of all ages and abilities, including pedestrians, wheelchair users, and bicyclists. Implementation of T2050 began with bus service improvements and street resurfacing projects. The program will ultimately triple the current Phoenix light rail miles, add BRT service, increase local bus service and frequency by 70 percent, provide enhanced Dial-A-Ride service, provide ADA improvements for existing streets and transit connections, add more than 1,080 bicycle lane miles and 135 miles of new sidewalks, and allocate \$240M for new roads and bridges that would also support transit service to emerging areas of Phoenix.



The services provided include:

- » Program administration and coordination
- » Performance measures and Work Plan development
- » Sequencing design and construction projects
- » Developing project schedules and cost estimates
- » Agency coordination
- » Public involvement, education and outreach
- » Website and social media communications
- » Preparation of the T2050 Annual Report

Figure 6: Similar Work Performed

Disciplines / Sub-Disciplines	PROJECTS DESCRIBED IN SOQ												ADDITIONAL RELEVANT PROJECTS																		
	Valley Metro Planning Support Services	City of Phoenix T2050 Program Management	Glendale Onboard Transportation Program GEC	Provo/Orem Transportation Improvement Project	Sandy South Jordan Circulator Feasibility Study	City of Avondale Circulator Study	MAG Regional Paratransit Plan Update	MAG Southeast and Southwest Valley Transit System Studies	CYMO 2040 RTP Update	ADOT Sierra Vista Short Range Transit Plan	Rural Road and Tyler Street Transit Signal Priority	Tempe Transportation Center (Otak)	Coconino County CM/CA On-call Inspection Services	City of Tucson SunLink Streetcar	MAG Regional Transit Framework Study	Valley Metro South Central Corridor HCT Feasibility Study	City of Phoenix Light Rail Transit Fiber Design	ADOT Project Development On-Call	MAG ITS and Safety On-call	Oklahoma City Streetcar	ADOT Temporary Technical Engineering Personnel for Various CA Projects	Before and After Travel Time Studies	I-49 Lafayette Connector CSS Program	Cost of Doing Nothing: Economic Case for Transportation Investment in Massachusetts	Phoenix On-call SUE Job Order	Arizona On-Call Utility Locating Services	Pima County CM/CA On-Call Inspection Services,	Pinal County CM Full-Service Inspection	MCDOT CM/CA On-call Inspection Services	Arizona Passenger Rail Corridor Study	Lone Tree Road Corridor Study
1. Planning and Environmental Services	•	•	•	•	•	•	•	•	•	•			•	•	•						•	•	•							•	•
Environmental Assessments and Services	•		•																				•								
Corridor Planning	•	•		•	•	•	•	•	•						•							•	•							•	•
Facilitation Services	•	•				•	•	•	•					•									•							•	•
System Planning	•				•	•	•	•	•					•	•									•							
Feasibility Studies and Conceptual Design	•	•	•		•	•	•							•		•							•							•	•
Technical and Legal Evaluation of Alternative Financing Options	•	•	•		•										•																
Added Value Alternatives	•	•	•	•	•									•									•								
Site/Alignment Selection	•			•		•									•							•	•						•	•	
Travel Forecasting				•	•																		•								
Financial Programming (Cost and Price Analysis)	•	•	•	•	•	•	•	•	•														•								
Public Involvement, Education, and Outreach	•	•	•	•	•	•	•	•	•					•	•	•							•							•	•
Project Design Document Coordination	•	•	•	•	•									•	•																
Capital Plan Development and Cost Estimating	•	•	•	•	•		•	•	•					•	•								•								
2. Architectural and Engineering	•	•	•	•				•				•	•	•			•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Architectural Services				•								•		•					•											•	
Bus Facility and Infrastructure Design	•			•								•																			
Civil/Transportation Engineering			•	•				•				•		•				•	•	•	•	•							•	•	
Estimating		•	•	•								•		•								•	•							•	•
Capital Project Design		•		•								•		•																	
ROW				•										•	•																
Subsurface Utility Engineering														•	•									•	•						
Traffic Studies and Engineering	•		•	•				•				•		•				•	•	•	•	•									
3. Construction Management												•	•								•	•	•	•	•	•	•	•	•	•	•
Construction Management Services												•	•								•	•	•	•	•	•	•	•	•	•	•
Construction Inspection and Review												•	•								•	•	•	•	•	•	•	•	•	•	•
QA/QC												•	•								•	•	•	•	•	•	•	•	•	•	•
4. Operating Efficiency/Technology				•	•	•	•	•	•	•					•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Geographic Information Systems				•	•		•	•	•	•																					
ITS				•				•	•	•						•	•	•	•	•	•	•									
Transit Modeling						•	•		•						•																
System Auditing																															
Technology Specifications and Development								•		•						•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

General Engineering Consultant (GEC), Glendale Onboard Transportation Program; Glendale, AZ

- **Owner:** City of Glendale
- **Dates:** 2002–2014
- **Firm:** AECOM (URS)
- **Value:** \$15.2M (fees)
- **Role:** Prime Consultant
- **Reference:** Debbie Albert, 623.930.2939
- **Team Member Involvement:** Pankonin

AECOM (as URS) provided GEC services to the City for 12 years. Services included preparing design concept reports, traffic engineering, utility coordination, public involvement, financial analyses, ROW acquisitions, Phase I and II environmental site assessments, and final design and construction oversight. AECOM's role encompassed many improvements, such as arterial streets, intersections, bridges, active transportation enhancements, and multi-use paths. Services were funded by Glendale's one-half-cent transportation sales tax.



"I have been very pleased with the responsiveness, thoroughness, and quality of services provided by [AECOM] while serving as the GEC for the GO Program. As a result of the excellent work performed by [AECOM], we are well on our way to meeting the commitments we made to the voters of Glendale."

— Terry Max Johnson, PhD, AICP, Glendale Transportation Planning Manager (ret.)

Provo–Orem Transportation Improvement Project; Provo–Orem, UT

- **Owner:** Utah Transit Authority
- **Dates:** 2015–2018
- **Firm:** AECOM (URS)
- **Value:** \$1.3M (AA/EIS); \$9.8M (final design)
- **Role:** Prime Consultant
- **Reference:** Janelle Robertson, 801.512.3023
- **Team Member Involvement:** Labrum, Aceves, White

AECOM is the lead design firm for this project that will service a corridor along two of the most highly traveled arterial roadways in the state of Utah—University Parkway (SR 265) and University Avenue (US 189)—as well as city-owned roadways adjacent to Utah Valley University and Brigham Young University. The project is a partnership between the Utah Department of Transportation (UDOT), Utah Transit Authority (UTA), Mountainland Association of Governments, Provo, Orem, and Utah County.



The project includes transit, roadway, and other non-motorized improvements including dedicated bus lanes, business access and transit lanes, additional general purpose traffic lanes,

AECOM

bicycle lanes, sidewalks, and trail connections. The 10.5-mile long BRT line includes 21 station platforms with level boarding, signal prioritization technology, platform canopies, off-board fare collection, and other amenities to create a system that provides fast, reliable service. In areas where traffic congestion is less likely to cause substantial delays, the BRT system will run in mixed-flow lanes with side stations and pull-out areas to decrease the impacts to the surrounding community. The project's roadway improvement component includes roadway widening, bridge replacement, installing pedestrian-friendly crosswalks, and improving various intersections along University Parkway and University Avenue.

AECOM leads a team with 12 subconsultants and continues to support UTA, UDOT, Utah County, Provo, Orem, BYU, UVU, and utility companies during project construction. Construction of the project is expected to be completed late 2018 with revenue service in early 2019.

Sandy-South Jordan Circulator Study; Sandy City and South Jordan City, UT

- **Owner:** UTA
- **Dates:** 2014
- **Firm:** AECOM
- **Value:** \$275k
- **Role:** Prime Consultant
- **Reference:** Hal Johnson, 801.237.1905
- **Team Member Involvement:** Horne, Labrum, Besch, Lozano, White

AECOM evaluated the transit travel market in Sandy City and South Jordan City. Our evaluation included an inventory and analysis of demographic, economic transportation data as well as land use, zoning, and other municipal data. Additionally, we used ET+ to analyze the potential for mixed development and market growth within the study area. We assessed the feasibility of a major capital transit project or projects that meet the needs of the communities in the region. Stakeholder involvement included goals and purpose and needs workshops, public open houses, and coordinating with Sandy, South Jordan, UDOT, UTA, Salt Lake County, and the WFRC. Services included alternatives development and analysis, project funding, implementation programming, community outreach, and public participation.



Avondale Circulator Study; City of Avondale, AZ

- **Owner:** City of Avondale
- **Dates:** 2009–2010
- **Firm:** AECOM (URS)
- **Value:** \$150k
- **Role:** Prime Consultant
- **Reference:** Kristen Taylor, 623.333.1030
- **Team Member Involvement:** Lozano, Besch, Horne

AECOM (as URS) provided a feasibility study to develop recommendations for future local transit service in Avondale. The study focused on potential circulator routes to connect activity centers. Community input was a key element.



AECOM led a public involvement strategy that included distribution and completion of approximately 600 surveys. The study team developed conceptual alternatives for evaluation and selected one well matched with local interests. The Avondale ZOOM circulator began service in 2011 and ridership has continually increased since the opening year.

“Deron Lozano and the AECOM Team were great to work with and produced a product that was used to start a welcomed transit addition to our community.”

— Kristen Taylor, Avondale Transit Coordinator

Regional Paratransit Plan Update, Phoenix, AZ

- **Owner:** Maricopa Association of Governments (MAG) / Valley Metro
- **Role:** Prime Consultant
- **Dates:** 2015–2016
- **Value:** \$200k
- **Firm:** AECOM
- **Reference:** Carol Ketcherside, 602.523.6040
- **Team Member Involvement:** Lozano, Davidson, Pyne

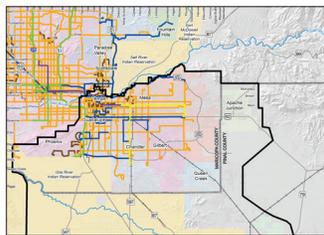
AECOM led the effort to review inconsistencies and redundancies among paratransit service providers in Maricopa County. The team facilitated a Technical Advisory Committee, conducted a paratransit passenger survey, and reached a consensus to create a regional dial-a-ride system—providing seamless transportation across jurisdictional boundaries for the first time. The streamlined service was inaugurated in July 2016 and has received several awards celebrating the successful collaboration efforts of the regional partners.



Southeast and Southwest Valley Transit System Studies; Maricopa County, AZ

- **Owner:** MAG
- **Firm:** AECOM
- **Role:** Prime Consultant
- **Dates:** 2014–2015
- **Value:** \$670k combined
- **Reference:** Marc Pearsall, 602.452.5094
- **Team Member Involvement:** Pyne, Racosky, Besch, Rauch Horne

AECOM developed short-, mid- and long-term recommendations to improve local bus transit service in collaboration with cities and towns throughout the Southeast and Southwest communities in the MAG Region. In the Southeast Valley, a transit optimization task assessed the potential for efficiencies in the existing system. Potential high-capacity and express routes were identified. In the Southwest Valley, AECOM assessed local transit needs in the sparsely served southwestern part of the MAG Region, and developed priorities for investments over

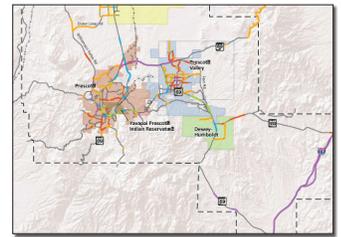


various timeframes. The outcomes of these efforts were Local Transit System Plans to guide future transit investments, which included regional travel forecasting, preliminary cost estimates, and potential funding methods.

2040 Regional Transportation Plan Update; Chino Valley, Dewey/Humboldt, Prescott, Prescott Valley, AZ

- **Owner:** Central Yavapai Metropolitan Planning Organization (CYMPO)
- **Role:** Prime Consultant
- **Dates:** 2013–2015
- **Value:** \$244k
- **Firm:** AECOM
- **Reference:** Chris Bridges, 928.442.5730
- **Team Member Involvement:** Bondy, Bragg, Volosin, Rajvanshi

The Update’s goal was to adjust traffic projection inputs to more accurately reflect population and employment growth, and to synchronize national performance measures to maximize CYMPO’s opportunities for federal funding.

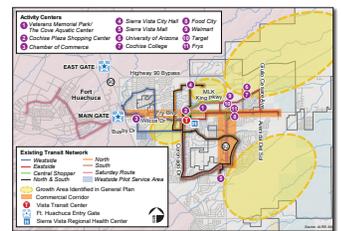


The project used a focused version of the statewide travel forecasting model to provide the best technical model for the study area. The MPO, through the team, worked with ADOT travel demand staff to develop the large-scale model. Near-term recommendations focused on improvements such as intersection geometrics and signal timing coordination. Roadway widening, adding new capacity and new corridors were evaluated for longer-term improvements. The study examined local and regional transit concepts.

Sierra Vista Short Range Transit Plan; Sierra Vista and Fort Huachuca, AZ

- **Owner:** ADOT
- **Firm:** AECOM (URS)
- **Role:** Prime Consultant
- **Dates:** 2013–2014
- **Value:** \$165k
- **Reference:** Richard Cayer, 520.458.5775
- **Team Member Involvement:** Pyne, Ittison, Besch

Vista Transit serves Sierra Vista and Fort Huachuca, Arizona with a fleet of 14 vehicles operating on 7 routes that converge on a single transit center. AECOM (as URS) developed the Short Range Transit Plan (SRTTP) during a seven-month planning process. The SRTTP is a five-year plan recommending specific improvements to fixed-route and paratransit service. With Vista about to change from Section 5311 to Section 5307 FTA funding, AECOM’s work assessed the implications for federal funding opportunities and requirements, addressing the issues through a financial plan and identification of more efficient service options.



Rural Road and Tyler Street Transit Signal Priority; Tempe, AZ

- **Owner:** City of Tempe
- **Firm:** AECOM
- **Role:** Prime Consultant
- **Reference:** John Hoang, 480.350.8629
- **Team Member Involvement:** Gupta, Ricketts
- **Dates:** 2016–2017
- **Value:** \$10k

AECOM, as part of an on-call task order, evaluated the TSP operation for light rail transit (LRT) vehicles for the intersection of Rural Road and Tyler Street. The intersection is situated close to the Arizona State University (ASU) campus and has heavy bicycle and pedestrian volumes. It also has a transit center and an LRT station in its proximity. AECOM performed a holistic evaluation of the signal operations for the intersection and updated the TSP logic to create a safer interface for bicycle and pedestrian crossings. The TSP logic was modified and the operations tested in the City of Tempe traffic signal shop. AECOM provided support to City of Tempe signal technicians in implementing the new logic in the field controller. We also provided post-deployment support by monitoring the signal performance, analyzing the logs from the TransSuite central system, and fine tuning the operations.



Tempe Transportation Center; Tempe, AZ

- **Owner:** City of Tempe
- **Firm:** Otak
- **Role:** Prime Consultant
- **Reference:** Carlos de Leon, 520.791.4371
- **Team Member Involvement:** Pellicani, Wallace
- **Dates:** 2004–2008
- **Value:** \$25M (construction)

The Otak Team developed design and construction plans for the new Tempe Transportation Center, which is now the front door to ASU’s Sun Devil Stadium. The building houses Tempe’s Transportation Department and Transportation Management Center, a bicycle station, retail space, and a new community meeting room. The Transportation Center building is fully integrated into a major transit center, making it unique in the country in that respect. The transit center includes two light rail platforms as well as a 15-bay bus transit center with unique shelters and two acres of urban plaza.



This project was winner of the Best Sustainable Project RED Award from the Arizona Real Estate Development Awards and the Architecture Accessibility Award from the Tempe Mayor’s Disability Award.

Construction Management and Administration On-call Inspection Services; Coconino County, AZ

- **Owner:** Coconino County
- **Firm:** AECOM
- **Role:** Prime Consultant
- **Reference:** J.M. Rumann, 928.679.8852
- **Team Member Involvement:** Bruce, Moore
- **Dates:** 2017
- **Value:** \$50k

AECOM was directly selected for this contract due to the amount of inspection experience our CM team provides. AECOM is currently providing construction administration (CA) and inspection services for Phase 1 of the Flagstaff Meadows Unit III subdivision, a multi-unit single-family subdivision. The project scope consists of full inspection of all infrastructure items within County ROW, including wet and dry utilities, drainage, asphalt roadway, concrete curb and gutter, etc. Due to the abundance of clay over the commonly found basalt layer, combined with an adjacent subdivision that experienced early life roadway deterioration, project oversight is critical to the County. The project will have special requirements for stabilizing the subgrade and base material, and use of lime and geogrid material for the roadway subgrade/base stabilization of the high plasticity of the soils.



2. Resources and Workload

The AECOM Team brings dedicated professionals suited to complete the individual task orders identified in the RSOQ. Additionally, our team is designed to carry out future assignments that may be unknown to NAIPTA at this time, given our experience with recent GCS contracts at Valley Metro in Phoenix and the Capital Metropolitan Transportation Authority (Austin, TX). Examples include development of FTA discretionary grant applications, ridership surveys, and stakeholder requests to add new transit routes.

Our current workload with our major clients, as well as our capacity for work with NAIPTA, is shown in **Figure 7**. Our team’s capabilities in Disciplines 1–4 of the Scope of Work are shown in **Figure 10** (Page 15).

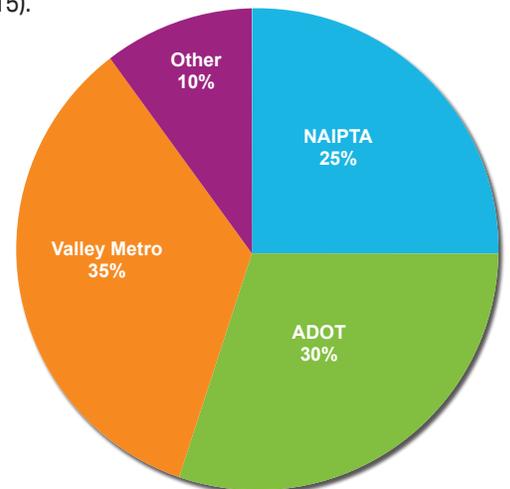


Figure 7:
AECOM Workload and Capacity

3. Project Management and Coordination Procedures

Project Management and Oversight

AECOM understands NAIPTA's need for management assistance at the project and program levels. We are proud of the project management training and techniques continually instilled in all our team members and we will adjust our task teams based on NAIPTA's needs—from one expert to a few key individuals, or a dedicated team to tackle larger, time-sensitive projects. We are comfortable serving as an extension of NAIPTA staff to support management, planning and environmental services, architecture and engineering, construction management, and operations efficiency/technology.

- » **Project Controls:** Project controls will include accurate tracking, reporting and projecting on all aspects of critical business processes, including budgets, task orders, meeting documentation, submittals, meeting action items, issue resolution, and document storage.
- » **Schedules:** We will develop individual task schedules that will have its own project-specific schedule outlining milestones and critical path activities. All schedules will be produced and regularly maintained using Microsoft Project or comparable software acceptable to NAIPTA.
- » **Design Review:** For tasks that incorporate engineering or architectural designs, reviews will entail task leaders to review their respective disciplines' design products. Comments, resolution, and back-checks will be tracked in a comment resolution spreadsheet.

» **Communication:** Frequent communication among AECOM, NAIPTA, and partner agencies is another key component in maintaining schedule and costs. Lori Labrum will consult regularly with the NAIPTA GCS project manager to monitor project schedules, budgets, and review work progress. Regular reports that outline work progress, technical issues, scope, and schedule will be provided with invoices. To promote the seamless communication between the AECOM Team and NAIPTA, we are willing to co-locate staff in NAIPTA offices. Our recent experience shows how beneficial this type of arrangement can be in terms of immediate collaboration and idea sharing.

Between AECOM and Subconsultants

From our experiences on existing GCS contracts, AECOM project managers and task managers are comfortable communicating and directing subconsultants on projects in every discipline for which NAIPTA is soliciting services.

Across Disciplines

Our staff resources and resulting flexibility give the AECOM Team the capacity to ramp up quickly for multiple projects, whether within a discipline or across disciplinary boundaries. Our project manager and specialist task leads are experienced in fulfilling task orders with overlapping personnel and schedules. When possible, we achieve economies across assignments by coordinating stakeholder events, public engagement activities, and submittal deadlines, if convenient for the client. Whenever the AECOM Team receives an assignment from NAIPTA, our project manager and her designated task manager will select the most qualified interdisciplinary team to do the job.

Figure 8: NAIPTA Near-Term Task Orders

Proposed Project	HW 180 Implementation Study	1st Mile/Last Mile	Developer Standards (Transit Guidelines)	BRT Design – FTA Project Development	ITS Guidelines	Winslow Transit Plan – Ridership Forecasting & Engineering
Timing	Summer 2017	Summer 2017	Summer 2017	Fall 2017	Fall 2017	Summer 2017
Project Manager	Rodney Bragg	Jaime White	Michelle Poyourow	Lori Labrum	Arnab Gupta	Andrew Ittigson
Key Staff	Tyler Besch Kate Bondy Vijayant Rajvanshi	Jarl Jacobson Lori Labrum Deron Lozano John McNamara	Ethan Rauch Joe Racosky Andrew Ittigson	Jarl Jacobson Don Yuratovac Miguel Aceves Jaime White Leslie Watson	Daryl Taavola Alan Eckman Kyle Williams	Tyler Besch Michelle Poyourow Joe Racosky Vijayant Rajvanshi Ellie Volosin
Relevant Project Experience	<ul style="list-style-type: none"> • I-17 Corridor Profile Study • SR 89A Corridor Feasibility • Lone Tree Road Corridor Study 	<ul style="list-style-type: none"> • Avondale Circulator Study • Sandy/South Jordan Circulator Study • Provo–Orem Transportation Improvement Project 	<ul style="list-style-type: none"> • NAIPTA Five-Year Transit Plan • Southeast Valley Local Transit System Study • Southwest Valley Local Transit System Study 	<ul style="list-style-type: none"> • Provo–Orem Transportation Improvement Project • Dodge BRT Design (Omaha, NE) • Scottsdale Road BRT 	<ul style="list-style-type: none"> • Tempe Streetcar Signal Timing • Tempe Transit Signal Priority • Boulder Highway BRT (Las Vegas, NV) 	<ul style="list-style-type: none"> • Sierra Vista SRTP • NAIPTA Five Year Transit Plan • Southeast Valley Local Transit System Study • Regional Transit Framework Study

LEGEND	■ DISCIPLINE 1 Planning and Environmental Services	■ DISCIPLINE 2 Architectural and Engineering	■ DISCIPLINE 3 Construction Management	■ DISCIPLINE 4 Operations Efficiency/Technology
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Before beginning work on any project, AECOM holds an in-house kickoff meeting and prepares a detailed Project Work Plan for distribution to the team. The Project Work Plan lays out the detailed responsibilities of each team member by discipline.

AECOM understands that one of NAIPTA's main objectives will be to kick off multiple task orders once you select your General Consultant.

Figure 8 (Page 12) lists near-term task orders that NAIPTA has identified as well as potential key staff from the AECOM Team who would be available to lead these efforts (pending NAIPTA approval), including their relevant project experience. These projects will all be delivered following the methodology described in **Figure 2** (Page 4). As shown in **Figure 8**, our deep bench will allow us to simultaneously conduct multiple tasks and allow assigned project managers to focus on their task at hand. Qualifications for our key staff are included on Pages 16–20.

To summarize this section, our management approach to the GCS contract focuses on three closely related principles:

- » **Clear Lines of Communication:** Ensuring the right people are communicating with one another at the right times, between organizations and across disciplinary boundaries.
- » **Teamwork:** Making sure the best qualified people from each firm work closely together to complete each subtask within every assignment.
- » **Accountability:** Using the Project Work Plan, financial/accounting systems, QC/QA procedures, and inter-company agreements to give the project manager and task managers tools to maintain accountability at all times and for all assigned personnel.

4. Project Manager Time Commitments

Lori Labrum's only other current project commitment is to the Provo-Orem Transportation Improvement Project; which is almost complete therefore, greater than 60 percent of her time is available to NAIPTA for this on-call effort.

Current Project	% Committed	% NAIPTA Availability
Provo-Orem Transportation Improvement Project	25	60

PERSONNEL QUALIFICATIONS AND EXPERIENCE

1. Key Staff Qualifications

AECOM has assembled a team well-qualified to provide any service needed under this on-call contract. We will provide NAIPTA with responsive individuals who are readily available to complete each task order on schedule and within the budget.

Our team organization is shown in **Figure 9** (Page 14) and our team capabilities are shown in **Figure 10** (Page 15). Qualifications of our discipline leads and support staff are included in the following pages.

Qualifications and experience for our project manager, Lori Labrum, are included on Page 3.

Jennifer Pyne, AICP – Principal-in-Charge

- MEP, Environmental Planning • AICP #116794
- 19 years of experience (15 with AECOM)
- **Commitment to NAIPTA:** 10%



Jennifer has more than 18 years of experience and a strong background in transit and transportation planning, land use and community planning, and facilitation of stakeholder and public involvement activities. She has completed transportation studies and alternatives analyses for transit, roadway, and trails projects in both urban and rural communities. Her recent experience includes working with the communities in both the Southeast and Southwest areas of Maricopa County to optimize existing transit services, assess travel needs, and identify recommendations for transit services or improvements that would meet needs into the future. She was project manager for the development of the Short-Range Transit Plan for the City of Sierra Vista, which examined a small, fixed-route bus service to meet the needs of transit-dependent populations and potential choice riders.

As the principal-in-charge, Jennifer will maintain communication with NAIPTA to ensure the AECOM Team is meeting the project needs. She will also coordinate regularly with Lori to make staffing and resources decisions.

Senior Advisory Practice Group

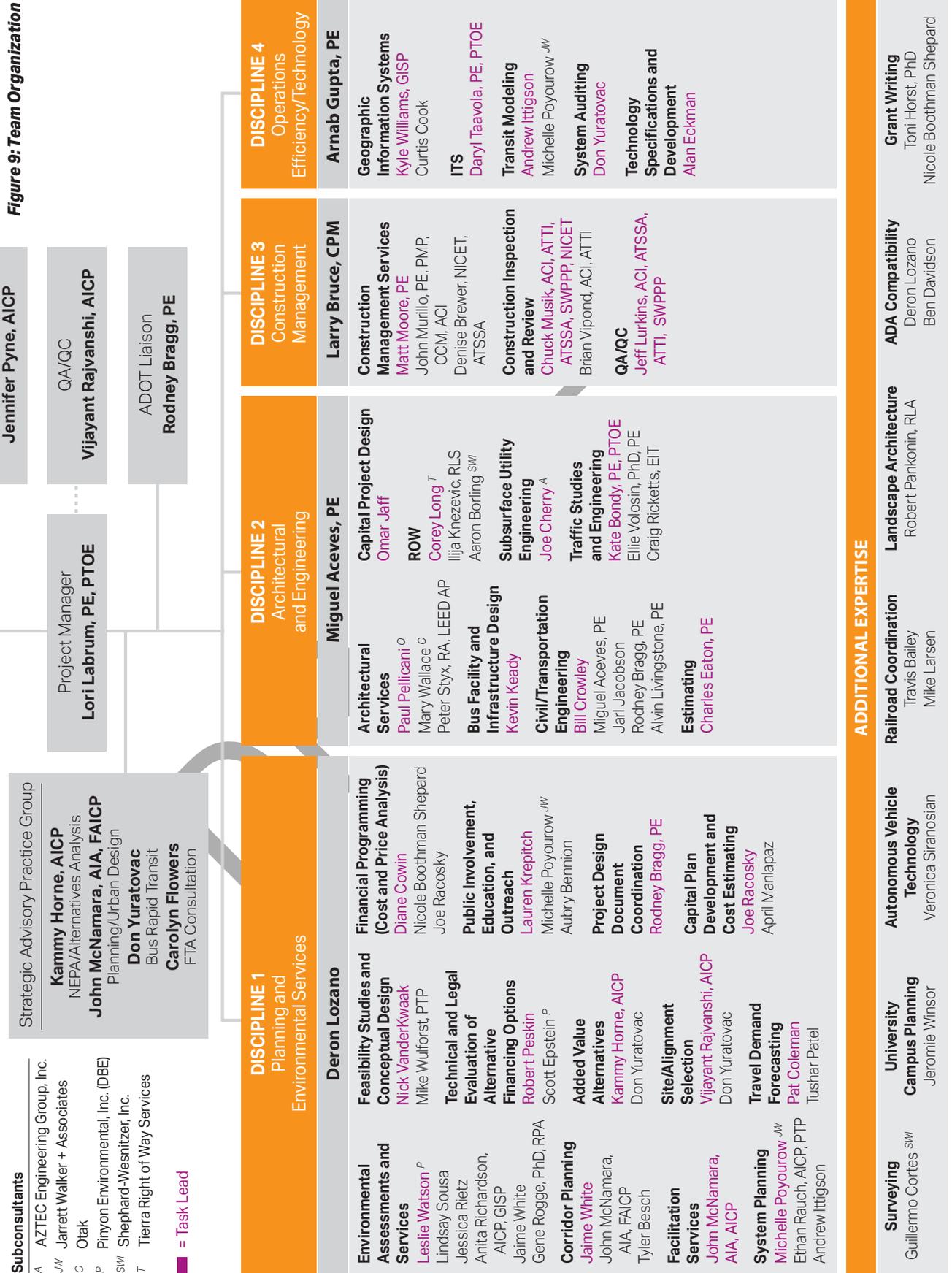
Our Senior Advisory Practice Group includes four nationally renowned AECOM experts that will add value to NAIPTA:

- » **Kammy Horne, AICP**, is an AECOM executive with a background in transit project management, transit planning and design, and FTA projects and requirements. She has a strong relationship with FTA and a strong commitment to delivering outstanding value to NAIPTA. Kammy is a former FTA employee, current co-chair of the American Public Transportation Association Environmental Subcommittee for Policy and Planning.
- » **John McNamara, AIA, FAICP**, advises clients on the national level on transit issues related to community planning, economic development, complete streets, and sustainable cities. He also leads stakeholder facilitation.
- » **Don Yuratovac** has a consistent record of successfully managing complex BRT projects all over the U.S., from initial concept development to implementation.
- » **Carolyn Flowers**, with a distinguished career that recently included serving as Acting Director of the FTA, provides NAIPTA with a comprehensive knowledge of FTA's policies and procedures, thereby using her experience to advance the NAIPTA program.

The members of our Senior Advisory Practice Group stand ready to work together or individually, as necessary, to best serve NAIPTA on any task assignment.



Figure 9: Team Organization



Discipline 1: Planning and Environmental Services

AECOM has teamed with JWA and Pinyon to efficiently complete the broad range of activities related to this discipline. Our team includes environmental and transportation planners, National Environmental Policy Act (NEPA) specialists, engineers, designers, travel modelers, and public outreach staff experienced in completing tasks identified in Discipline 1. We will collaborate to complete assignments and are familiar with the requirements to deliver assigned tasks as directed by NAIPTA. While a majority of our resource specialists reside in Arizona, we can readily draw upon individuals with specialty backgrounds from our national talent pool.

1a. Discipline Lead: Deron Lozano

- BA Environmental Planning
- 18 years of experience (11 with AECOM)
- **Commitment to NAIPTA:** 35%



Deron has more than 18 years of transportation and environmental planning experience, specializing in various topics such as project management, transit service planning, federal and local funding requirements, site-specific environmental impact assessment, and preparation of documentation in compliance

with NEPA. His experience in the public and private sectors have afforded him the opportunity to build strong partnerships with a variety of stakeholders, including elected officials, public agency personnel, members of the public, and other involved parties. In 2014, he was named among *Mass Transit Magazine's* Top 40 under 40 list, recognized for his dedication to transit planning.

Deron's Relevant Experience

- » **Project Manager, Regional Paratransit Plan Update, Phoenix, Arizona (Valley Metro):** The AECOM Team reviewed inconsistencies and redundancies amongst local and regional paratransit service providers to determine and implement consistent policy recommendations. The study also resulted in a Regional Dial-a-Ride service that was successfully implemented on July 1, 2016.
- » **Project Manager, Fiesta-Downtown Chandler Transit Corridor Study, Phoenix, Arizona (Valley Metro):** Valley Metro initiated this study to evaluate the potential for HCT within the Arizona Avenue/Country Club Drive corridor spanning Mesa, Chandler, and Gilbert. Deron led the effort to develop short- to long-term recommendations, including advancement of an initial Phase 1 project in Mesa through the FTA New Starts process.
- » **Manager, System and Service Development, Phoenix, Arizona, 03/2011–01/2014 (Valley Metro):** While employed by Valley Metro, Deron managed, directed, and administered system and service planning functions (e.g., transit enhancements, local transit system studies, funding requirements, route expansion, multi-modal interface, fleet planning, etc.). He also managed staff representing various programs within Valley Metro, including grant oversight, GIS administration, fleet and service planning, and ITS functions. Deron facilitated various collaborative transit efforts to effectively build and sustain partnerships, including initiation of various working groups for transit service planning, transit standards and performance measures, and TOD.

1b. Discipline 1 Task Managers

Leslie Watson (Pinyon) | Environmental Assessments and Services (25 Years) | Leslie is experienced in natural resource management, NEPA, environmental planning, and permitting experience. She has conducted biological surveys for noxious weed and invasive plant species, and prepared biological assessments and evaluations. She has also conducted scoping, facilitated public meetings, identified issues and alternatives, prepared EAs and EISs, and written draft FONSI. She has initiated formal Section 7 consultations with the U.S. Fish and Wildlife Service by preparing a biological assessment of potential impacts to listed and special status species.

Jaime White | Corridor Planning (22 Years) | Jaime is experienced in planning, design, and construction of transportation and transit projects, public utilities, site development, and municipal projects. His multimodal planning and engineering expertise offers a comprehensive approach to innovative problem solving that addresses stakeholders' concerns and project goals, and benefits all users. His experience also includes ecological and environmental consulting, NEPA document preparation, and administrative requirements for FTA and FHWA funding programs. For six years (2009–2015), as part of the UTA program management team, Jaime oversaw production of transit planning studies, AAs, and environmental documentation and clearances, including NEPA documents and permits.

John McNamara, FAICP | Planning Urban Design Senior Advisor/ Facilitation Services (43 Years) | John leads successful transportation planning projects and facilitates community working groups for a variety of clients throughout the Southwest. A recent application of his facilitation expertise concerned introducing HCT from Phoenix to downtown Glendale. As part of the West Phoenix/Central Glendale AA, he led a series of successful workshops with a community working group of local business owners, elected officials, and other stakeholders to address concerns, challenges, and opportunities. The workshops now serve as a model for conducting focused analysis, providing Valley Metro and the community with the necessary transparency to implement such projects.

Michelle Poyourow (JWA) | System Planning (13 Years) | Michelle is a key member of the AECOM Team, particularly given JWA's current involvement in the NAIPTA Five-Year Transit Plan. JWA and AECOM have a history of successful partnerships throughout the U.S. Michelle is committed to developing solutions for NAIPTA under the System Planning task and engaging with the community to provide public input support, bringing her expertise from the current transit plan to provide input on future system planning tasks under this contract.

Nick VanderKwaak | Feasibility Studies and Conceptual Design (10 Years) | Nick brings a wealth of transportation planning knowledge and expertise, including proficiency in GIS and planning for feasibility studies. He has worked on leading-edge transportation projects throughout the United States, including complete streets, bicycle and pedestrian planning, TOD, transit and station area planning, travel demand forecasting, and transportation master plans.

Robert Peskin | Technical and Legal Evaluation of Alternative Financing Options (40 Years) | Robert is an expert in transportation financing, planning, and management for the transit industry and government agencies at the local, state, and

federal levels, focusing on application of quantitative information to support decision-making. He has successfully pioneered analytical methodologies related to transportation financial planning, analysis of infrastructure. His expertise has been applied to various transit agencies throughout the U.S.

**Kammy Horne, AICP
| NEPA/Alternatives
Analysis Senior Advisor/
Added Value Alternatives
(20 Years)**

Kammy has worked in the field of transportation planning for more than 20 years and has direct experience as an employee for both state and federal departments of transportation. This

background has provided her with a wealth of experience and knowledge, combined with an in-depth perspective on project planning, development, and implementation. In addition to working on numerous projects across the country for multiple transit agencies, she has served in leadership roles as on GCS contracts for Valley Metro (Phoenix), Capital Metro (Austin), and DART (Dallas).

Vijayant Rajvanshi, AICP | Site/Alignment Selection (13 Years)

Vijayant is experienced in passenger and freight rail, transit, regional multimodal transportation network, corridor, and community planning projects. He has significant experience in existing and future conditions assessments, alternatives development and analysis, community outreach, and stakeholder involvement. His technical work focuses on creating linkages between transportation, land use/urban form, environment, and economic vitality.

Pat Coleman | Travel Demand Forecasting (25 Years) | Pat provides transportation systems planning services and has experience in travel forecasting, ridership, and revenue estimation; evaluation of transportation projects; and transportation alternatives development and analysis. He has been responsible for the refinement and application of travel demand model systems to evaluate potential federally funded transportation projects at both the regional and corridor level. He has good working relationships with FTA staff and was responsible for travel forecasts which supported Full Funding Grant Agreements for New Starts in Minneapolis-St. Paul for the Green Line (Central Corridor) LRT, Northstar, and Norfolk (HRT Tide LRT).

Diane Cowin | Financial Programming (Cost/Price Analysis) (21 Years) | Diane is the former program manager for the Capital Metro GPC and deputy program manager for DART GPC. She has successfully coordinated programs involving AA, Department of Transportation and FTA funding applications (TIGER), environmental studies, public involvement and NEPA environmental documentation. She is a lead professional in federal funding for transit projects and has been a resource to numerous transit agencies on grant applications and the associated requirements for funding compliance.

Lauren Krepitch | Public Involvement, Education and Outreach (11 Years) | Lauren is experienced in developing and implementing public involvement plans, and can translate technical information into messaging that is easily



Kammy Horne, our lead Senior Advisor, is the lead instructor for one of NTI's most highly rated courses "Managing the Environmental Process."

understandable for an intended audience. She has developed a variety of public information and outreach pieces for transportation projects, supplemented by public meetings. Lauren will engage all members of a project team prior to public interactions to ensure team members are comfortable with speaking points and are can easily guide citizens through the intended project process.

Rodney Bragg, PE | ADOT Liaison/Project Design Document Coordination (23 Years) | Rodney is a transportation engineer with experience on planning and design projects. His experience includes corridor, traffic, safety, and access management studies; DCRs; and urban and rural freeway roadway design. He has participated in many aspects of these projects, including travel demand estimation, traffic analysis, crash analysis, access management, alternative development and evaluation, preliminary engineering and design, and cost estimating.

Joe Racosky | Capital Plan Development and Cost Estimating (40 Years) | Joe is experienced in managing major urban regional and corridor transportation and transit planning around the country, including bus and fixed guideway transit services. He served as project manager for MAG's Southwest Valley Local Transit System Study and was a senior technical advisor on the Regional Public Transportation Authority's AA for bus service options in Scottsdale and Tempe. He has specialized expertise in capital and operating cost estimating for transit agencies.

1c. Discipline 1 References

- » **Valley Metro Planning Support Services (2011–2016)** | Ben Limmer, MARTA (formerly Valley Metro), 404.427.6138
- » **Engineering Service Agreement for Transportation Planning, Engineering, Urban Design, and Other Related Services** | Maria Ayerdi, Transbay Joint Powers Authority, 415.597.4620
- » **MAG Southeast Valley Transit System Study** | Marc Pearsall, 602.254.6300
- » **Valley Metro Regional Paratransit Plan Update** | Carol Ketcherside, 602.523.6040

Discipline 2: Architectural and Engineering

To address the diverse expertise required for this discipline, AECOM has teamed with OTAK, Tierra, Aztec, and SWI to effectively deliver the multidiscipline tasks. We bring local talent that understands NAIPTA, the City of Flagstaff, and other stakeholders, as well as national expertise to bring innovative architectural and engineering solutions on BRT, transit facilities, ITS, and infrastructure.

2a. Discipline Lead: Miguel Aceves, PE

- *BS Civil Engineering • PE AZ #40952*
- *20 years of experience (1 with AECOM)*
- **Commitment to NAIPTA: 40%**



Miguel brings 21 years of experience as a senior civil engineer specializing in civil design for transit and transportation projects and associated roadway, traffic, and drainage facilities. He supervises all design disciplines and has worked on projects involving specialized multidisciplinary teams, multiple funding sources, and alternative

project delivery methods. He is experienced in a wide range of transit projects such as BRT, LRT, and park and rides.

Miguel's Relevant Experience

- » **Design Lead, Bus Shelter Concept Development, Fountain Hills, AZ:** Miguel led the conceptual design of alternatives for a new bus shelter at the Town's Library and Museum. He provided cost estimates, including design, construction, and fabrication of an architectural designed shelter.
- » **Design Team Member, UTA Provo/Orem Transportation Improvement Project, UT:** Miguel teamed with Lori to lead the engineering team for the 4.5-mile Segment 3 and provided roadway and traffic engineering support for the 3.5-mile Segment 2.
- » **Design Lead, UTA Mountain View Corridor Transit Project, Salt Lake City, UT:** Miguel led the preliminary engineering of three park-and-ride lots to accommodate more than 450 vehicles and station design at six major intersections.

2b. Discipline 2 Task Managers

Paul Pellicani, RA, LEED AP (OTAK) | Architectural Services (25 Years) | Paul is Otak's Tempe Office Manager of Architecture executing architecture, engineering, and construction projects. As the leader of a team of six architects, he brings extensive planning and design experience in a wide range of transit facilities and infrastructure, including station designs for commuter rail, streetcar, light rail, and BRT; transit centers and facilities, and TOD. Paul's experience as a licensed, bonded, and insured general contractor and is thoroughly familiar with building codes, accessibility standards, construction methods and techniques.

Kevin Keady, AIA, LEED AP | Bus Facility and Infrastructure Design (11 Years) | Kevin brings a comprehensive, sensitive and human-centered design approach focused on the goal of improving success, performance, and wellbeing. He develops and leads design teams for multiple projects simultaneously by providing market-specific design expertise and a deep understanding of how the built environment influences learning and human interaction. He has served in lead roles for several transit center design projects, including the Torrance Transit Center (CA) and the Greeley Transit Center in Greeley (CO).

Bill Crowley | Civil/Transportation Engineering (19 Years) | Bill is a transportation engineer with experience in highway, street, utility, trail, and transit design. He has considerable experience in design of roadways, including pavement and drainage design, and cost estimating. He has led teams of designers for urban redevelopment, including BRT projects. His role on large-scale projects includes coordination of trails, streetscape, green infrastructure, and transit station architecture.

Charles Eaton, PE | Estimating (40 Years) | Charles is experienced in transportation design and program management in Arizona. He is a key member of AECOM's management consultant team providing cost estimating management, project scheduling, and process documentation. He was responsible for oversight of the regional freeway project costs, funding, and revenues to ensure the program was balanced and capable of delivering projects on schedule and in budget.

Omar Jaff | Capital Project Design (27 Years) | Omar is a transportation engineer solving complex designs for various rail transit, transportation and civil projects. He is thoroughly familiar with many aspects of transportation engineering, from

AECOM

early conceptual and planning phases through preliminary and final design to construction. His experience includes review and selection of transit alignments, evaluating efficiency of transit projects, estimating and constructability review for various improvements to existing light rail systems, and track design and yard expansion planning.

Corey Long (Tierra) | Right of Way (18 years) | Corey has completed hundreds of acquisition and relocation projects, including utilities and telecommunications projects, airports, local and state highways, and other infrastructure development through a variety of funding sources. He has extensive experience working with public agencies, including Prescott and Flagstaff, Coconino and Maricopa counties, U.S. Forest Service, Arizona State Land Department, FHWA, and ADOT. He is knowledgeable in all city, state, and federal policies and industry regulations, including the Uniform Act and its practical application, as well as U.S. Department of Housing and Urban Development and FHWA requirements.

Joe Cherry (Aztec) | SUE (20 Years) | Joe leads the SUE Division at Aztec and has successfully completed numerous projects throughout Arizona. His SUE expertise includes utility designating (mapping), utility locating (potholing), private utility locating, and vacuum excavation services. Joe has recently completed various projects in Flagstaff.

Kate Bondy, PE, PTOE | Traffic Studies and Engineering (15 years) | Kate is a senior traffic engineer involved in preparation of construction plans and documents, traffic impact studies, transportation modeling, traffic signal design, traffic lighting design, traffic signing, marking and traffic control design, modern roundabout design, and operational analysis. Her computer experience includes formal training and practical application in MicroStation, Auto-turn, InRoads, Synchro/Sim Traffic, Highway Capacity Software, Passer, GIS, Visual, Corsim, VISSIM, and RODEL roundabout analysis software. Kate's traffic engineering and analysis experience includes urban and rural transportation projects, transit modeling and analysis, and traffic impact studies for land development projects.

2c. Discipline 2 References

- » **UTA Provo-Orem Transportation Improvement Project, UT |**
Grey Turner, 801.287.4761
- » **Bus Shelter Concept Development, Fountain Hills, AZ |**
Justin Weldy, 480.816.5133

Discipline 3: Construction Management

AECOM's local Construction Services Group consists of 36 construction professionals. These include senior resident engineers, resident engineers, construction managers, project supervisors, senior inspectors and inspectors, laboratory and field materials technicians, field office engineers and supervisors, and landscape architects. Our team can provide full-service inspection, including QA/QC and meeting all of NAIPTA's CM and CA, inspection, and plan review needs with no learning curve. Our proposed staff members have the relevant degrees, professional registrations, and certifications, as well as the experience, knowledge, and character to successfully manage, inspect, and review transportation improvement projects. We can readily access our national network of professionals for specialized support.

3a. Discipline Lead: Larry Bruce, CPM

- 41 years of experience (3 with AECOM)
- **Commitment to NAIPTA:** 35%



Larry is AECOM's Arizona Construction Department Manager with 41 years of construction experience, including 28 years with the Maricopa County Department of Transportation (MCDOT). He brings extensive project management experience, managing on-call contracts with public and private clients.

He hires staff, determines and arranges for required training, knows his team's experience, and recognizes the importance of providing highly qualified staff to NAIPTA.

Larry's Relevant Experience:

- » **Project Manager, Temporary Technical Engineering Personnel for Various CA Projects, Statewide, ADOT:** Larry assigns, develops, markets, trains, and monitors AECOM's and eight subconsultants' staff providing CM/CA on-call staff augmentation to ADOT throughout Arizona.
- » **Project Manager, On-Call Professional CA Services, Pinal County, AZ:** Larry manages AECOM's staff providing CM/CA services staff augmentation services for Pinal County. Projects include full CA services for the Hunt Highway and Bella Vista Road Intersection Improvement project.
- » **Construction Manager, On-call CM for Signal Projects, Maricopa County, AZ:** Larry led a team of inspectors who completed CM and inspections on more than 12 signalized intersection improvements. His team inspected and verified roadway improvements, signalization, curb and gutter fabrication, and documentation for project drawings, governmental standards, and details.

3b. Discipline 3 Task Managers

Matt Moore, PE | Construction Management Services (15 Years)

Matt is experienced in heavy civil construction design-build, traditional design, and CM, and as a senior resident engineer. His CM experience has included full-time CM/QA services. His responsibilities have included daily site inspections, compliance monitoring, specifications and contractual requirements, change and claim analysis, contractor schedule reviews, value engineering services, negotiation assistance, compliance with project field activities, and direct communication and coordination with the owner/client and contractor.

Charles Musick, ATTI, ACI, NICET (IV), SWPPP, ATSSA, STSC

| Construction Inspection (42 Years) | Chuck is experienced in construction inspection and management, primarily in highway and transportation-related projects. He has served as supervisor for high-value projects under AECOM's Pima County On-Call Contract and was also project supervisor for ADOT's I-10 Five-Mile Widening Project from 29th Street to Prince Road, the largest project ever constructed in the Tucson area by ADOT or any other agency. Chuck managed all civil work, including drainage structures, curbs, gutters, guardrail, signs, embankment construction, base material, asphalt/PCCP placement, and landscaping.

Jeff Lurkins, ACI, ATSSA, ATTI, SWPPP | Construction Management QA/QC Task Lead (29 Years) | Jeff is a construction inspector with 29 years of experience in inspection of civil, municipal,

and government projects. He recently served as Senior Project Inspector for SR 189, SR 77, the Tucson Modern Streetcar, and many other projects in Arizona. He has been responsible for site management functions of CM and inspection teams for civil infrastructure projects and rail construction. His laboratory experience includes concrete and soil testing. In addition, Jeff brings knowledge of construction materials production as a manager and field technician.

3c. Discipline 3 References

- » **ADOT Temporary Technical Engineering Personnel for Various CA Projects** | Julie Kliever, 602.712.7323; Jeremy Moore, 520.388.4217
- » **Pima County On-Call CA Services** | Jim Cunningham, 520.724.2814; William Mellum, 520.740.2831
- » **Pinal County Full-Service CA Inspection Services** | Celeste Pemberton, 520.866.6402; Charles Williams, 520.866.6459

Discipline 4: Operations Efficiency/Technology

AECOM is at the forefront of using technological innovations to more efficiently manage transit operations. We understand that analysis of geospatial data and transit modeling is necessary to realize greater operational efficiency and minimize operating costs. This can be achieved by effectively using GIS and modeling tools for system planning, asset management, and operational evaluation and for advanced traveler information systems. ITS technologies play a critical role in developing demand management solutions for transit systems. This includes providing signal priority to buses for more reliable travel time, disseminating information to transit users, advanced fare collection systems, and fleet management solutions. New technologies and applications also help manage the state of good repair of transit fleet and assets. Regular audit of existing systems is essential systems management. Our technology experts will provide NAIPTA with solutions that will help in the realization of greater benefits from the existing and planned infrastructure.

Discipline Lead: Arnab Gupta, PE

- MBA, International Business • MS, Civil Engineering
- AZ PE #44870
- 15 years of experience (2 with AECOM)
- **Commitment to NAIPTA:** 50%



Arnab is a senior transit and ITS engineer specializing in the design and implementation of advanced systems for transit and ITS projects. His experience includes traffic signal systems, traffic modeling, system integration, controller platforms, and communication systems. He develops signal timing, coordinates with vendors, performs acceptance testing on signal control equipment, supports field activation of signals, and instructs agency operations staff on the use of the advanced signal control systems. He was recognized by *Mass Transit magazine* in its "40 under 40" listing in 2015 for his contributions to development of advanced signal systems for enabling TSP.

Arnab's Relevant Experience:

- » **Deputy Project Manager, LINK BRT, Mesa/Gilbert/Chandler, AZ:** Led TSP implementation for Valley Metro's two operational

BRT systems. Arnab was responsible for designing the signal priority system, and integrating the system with the Central systems of the three cities (Chandler, Gilbert, Mesa).

- » **ITS Engineer, METRO Rapid Bus Signal Priority, Los Angeles, CA:** Responsible for the planning and analysis of the effectiveness of Bus Signal Priority implementation for several corridors in Los Angeles. Using GIS analysis techniques he evaluated the performance of the on-bus systems deployed on the Metro (Los Angeles) Rapid buses and recommended modifications for realizing operational improvements
- » **Lead Designer, Boulder Highway BRT, Las Vegas, NV:** Designed the TSP for the BRT system and developed controller specifications. The design included development of an advanced VISSIM microsimulation model and software-in-the-loop simulation of the concept.

4b. Discipline 4 Task Managers

Daryl Taavola, PE, PTOE | ITS (31 years) | Daryl is experienced in transit technology, TSP, ITS, intelligent vehicle initiatives, traffic management centers, advanced transportation management systems, and traffic operations. He is experienced in stakeholder outreach, grant applications, program administration, and the ITS systems engineering process. His relevant experience includes Cedar Avenue BRT Systems/Operations Start up Services (MN) and Provo-Orem Transportation Improvement Project (UT).

Andrew Ittigson | Transit Modeling (15 years) | Andrew is an experienced transit planner and modeler who specializes in service and operations planning for bus and rail. He has worked on all facets of project management and transit planning, including service evaluation, route network design, implementation, and public outreach. Andrew has provided transit planning and modeling services to Capital Metro and BRT planning studies for Santa Clara Valley Transportation Authority, as well as the 2005 Mountain Line Transit Plan.

Alan Eckman, MBA, PE, PTOE | Technology Specifications Development (19 years) | Alan is a technology specialist with experience in planning, design, and multimodal assessment. He is leading the Colorado Department of Transportation's RoadX project, which is evaluating various emerging technologies in transportation. His relevant experience includes I-225 LRT design, Denver and North Corridor Transit, Columbus.

4c. Discipline 4 References

- » **City of Phoenix LRT Fiber Design |** Tim Neal, 602.495.0489; John Dee, 602.206.5459

- » **MAG ITS and Safety On-Call |** Micah Henry, 602.254.6300; Sarah Joshua, 602.254.6300
- » **City of Tempe Rural Road and Tyler Street TSP |** John Hoang, 480.350.8629; Cathy Hollow, City of Tempe, 480-350-8445

2. Key Staff and Subconsultant Experience

Our team's similar experience in the past 10 years is described on Pages 7–11, including team member participation. We have identified key staff as our discipline leads (Pages 16–20), and our subconsultants' recent experience is identified in **Figure 11**.

Figure 11: Subconsultant Experience

Firm	Relevant Experience
JWA	<ul style="list-style-type: none"> • NAIPTA Five Year Transit Plan, Flagstaff, AZ (ongoing) • Missoula Transit Plan, Missoula, MT (ongoing) • Short- and Long-Term Network Plan, Indiana (2013–2016)
Pinyon	<ul style="list-style-type: none"> • ADOT I-11 Tier 1 EIS, Arizona (ongoing) • East Colfax BRT AA/NEPA, Denver, CO (in progress) • Northwest Area Mobility Study, Northwest CO (2014)
Otak	<ul style="list-style-type: none"> • Arrowhead Mall and Downtown Transit Centers, Glendale, AZ (2015) • Transit Swift BRT, Snohomish County, WA (2009) • Tempe Transportation Center, Tempe, AZ (2008)
SWI	<ul style="list-style-type: none"> • Transit Route 14, Flagstaff, AZ (2014) • 4th Street Corridor Study, Flagstaff, AZ (2008–2009) • Phoenix Avenue Parking Lot and Bus Transfer Station, Flagstaff, AZ (2008)
Aztec	<ul style="list-style-type: none"> • Phoenix On-Call SUE Job Order, Phoenix, AZ (ongoing) • ADOT Utility On-Call, Arizona (ongoing) • LRT Subsurface Utility Engineering, Phoenix, AZ (2008)
Tierra	<ul style="list-style-type: none"> • ROW Acquisition and Consulting, Coconino County, AZ (ongoing) • NAU Campus ROW Services, Flagstaff, AZ (2016–2017)

3. Key Staff Commitments

Figure 12 shows the current commitments of our key personnel, along with their expected availability for NAIPTA projects.

4. Additional Personnel Resources

AECOM spans more than 150 countries with more than 20,000 specialized professionals in the United States, including 350 transportation-focused employees who work in our Rocky Mountain Area (see below).

Arizona	Colorado	New Mexico	Utah
103	191	10	46

Figure 12: Key Personnel Commitments

Key Personnel	Role	Availability to NAIPTA	Current Project Commitments
Lori Labrum	Project Manager	60%	• Project Manager, Provo-Orem Transportation Improvement Project (25%)
Deron Lozano	Planning and Environmental Services Discipline Lead	35%	• Project Manager, Capitol/I-10 West AA/EA (25%) • Project Manager, Fiesta/Downtown Chandler AA (25%)
Miguel Aceves	Architectural and Engineering Discipline Lead	40%	• Civil Engineering Lead, South Central LRT Project (60%)
Larry Bruce	Construction Management Discipline Lead	35%	• Project Manager, ADOT Temp Tech (35%) • Project Manager, MCDOT CA and Plan Review Services On-call (25%) • Project Manager, Pinal County CA Services On-Call (5%)
Arnab Gupta	Operations Efficiency/ Technology Discipline Lead	50%	• Traffic/ITS Task Lead, South-Central Light Rail Transit (30%) • Project Manager, Tempe Streetcar Signals and Communications (20%)

F Additional Supportive Information

Planning Support Services On-call Contract

Valley Metro • Arizona

AECOM

Relevant Services

Transit planning, including BRT and HCT corridors

Key Contact Details

Wulf Grote, PE
Director, Capital & Service Development
602.322.4420
wgrote@valleymetro.org

Completion Date

2011–2016; 2016–present

Project Value

\$5M (estimated)

Shortly after Maricopa County voters extended a half-cent sales tax for transportation in 2004, Valley Metro (the Regional Public Transportation Authority) selected AECOM as one of two firms heading up a multidisciplinary team to provide a variety of Planning Support Services as needed. Valley Metro has recognized the team's outstanding performance by reselecting the same team in 2011 and 2016 (through 2018, with options for two one-year renewals). The contract covers many transit planning disciplines and has involved every member of the AECOM transportation planning team, under the leadership of Deron Lozano, and with support from the entire Southwest planning practice led by Lori Labrum. The duration of an assignment may be long or short, the budget may be large or small, and AECOM may be asked to work with other firms or complete the assignment on its own.

Some of the AECOM projects under this multi-year contract are listed below.

Regional Paratransit Plan Update |

AECOM reviewed inconsistencies and redundancies among service providers in the Valley Metro region to provide a more convenient and seamless regional system. The Technical Advisory Committee recommended a regional dial-a-ride program, eliminating transfers between paratransit vehicles at municipal boundaries. The new regional service, initiated in July 2016, has won praise from riders and the transit community, while the Regional Paratransit Plan received several state and local awards.

Transit Stop Inventory and Accessibility Study |

AECOM provided a Team Captain and staff to support the 2017 bus stop field study for Valley Metro. Teams



evaluated and documented accessibility criteria and compliance of bus stops with the ADA. In the field, teams used Collector, an ArcGIS mobile application, to document and photograph bus stops. The field survey began in January 2017, all the bus stops were inventoried, and the data was uploaded in May 2017. Valley Metro will send findings of the survey to MAG to help prioritize the use of available funding for cities with bus stops that do not meet ADA requirements.

Phoenix South Central Corridor HCT

AA | This corridor, extending 5 miles from downtown Phoenix to Baseline Road, is currently served by a heavily used local bus route and peak-hour BRT. The AA's purpose was to consider alternative HCT transit modes and routes, including a No Build option, in order to develop and present a Locally Preferred Alternative for subsequent planning and design work. After a full evaluation of both BRT and rail options, Valley Metro selected light rail for its ability to meet long-range demand and offer a one-seat ride to many regional destinations.

West Phoenix/Central Glendale Downtown Community Working Group |

AECOM is working with Valley Metro and the cities of Phoenix and Glendale to conduct an AA for the HCT corridor connecting



the existing light rail system with west Phoenix and downtown Glendale. As part of this effort, AECOM worked with Valley Metro and Glendale to design, convene, and implement a Downtown Glendale Community Working Group of residents, business owners, and stakeholder organizations. The group's primary goal was to review the constrained conditions in downtown Glendale and determine the best opportunities for a transit investment.

Scottsdale Road/Rural Road Project

Definition Study (PDS) | Following up an AA that selected BRT as the preferred mode and Scottsdale Road/Rural Road as the best corridor, Valley Metro asked AECOM to develop a capital and operating plan with the assistance of a Project Management Team. Valley Metro, the cities of Scottsdale and Tempe, and other stakeholders developed plans for a limited-stop service from the University Drive light rail station to north Scottsdale, similar to the two LINK routes on Main Street and Arizona Avenue in Mesa and Chandler. This service would operate over the top of existing local Route 72, which might be split to better mesh with the LINK service. The study estimated capital and operating costs, net of savings from changes to Route 72, and specified vehicle requirements.

General Planning Consultant Contracts I and II

AECOM
Capital Metropolitan Transportation Authority • Austin, TX
Relevant Services

Transit planning
Grant applications
Funding and financing
Travel demand modeling

Key Contact Details

Javier A. Argüello
Director - Long Range Planning
512.389.7426

Completion Date

2009–2012; 2012–Present

Project Value

\$3M

AECOM provided management and oversight of the first General Planning Consultant (GPC) Program instituted by Capital Metro. AECOM leads the overall management of the contract by ensuring that task order managers adhere to project controls, scheduling, and invoicing, and is responsible for subconsultant management and quality assurance to meet Capital Metro's quality objectives. Assignments under the GPC have included TIGER I and TIGER II grant applications, performing a regional transit system plan, counseling the agency on environmental requirements of the federal grants process and NEPA, performing environmental work, and assisting the agency in strategic planning for future capital projects that would qualify for federal funding.

Transit Development Plans. AECOM led four Transit Development Plan (TDP) efforts for CMTA to determine opportunities for providing public transit service to communities outside the service area. The studies identified and designed transit alternatives that were right-sized for the communities. The planning studies took into account the



area's travel patterns, potential transit generators, public input, population and employment markets to support mobility options. Recommendations included express bus service from Hutto, Pflugerville, and Buda to connect into the CMTA system at existing transit centers and in downtown Austin. Other recommendations included fixed route service in Georgetown and Pflugerville and flex services in some of the lower density areas of the communities.

Project Connect. AECOM developed and provided management and oversight of the first ever HCT system planning effort for the five-county CAMPO region. AECOM was responsible to the four project partners, including Capital Metro, the City of Austin, Lone Star Rail District (LSRD), and CAMPO on Project Connect. The purpose of Project Connect was to work with regional stakeholders to redefine the first comprehensive HCT system for Central Texas.

MARTA GEC and General Planning Consultant Services

AECOM*Metropolitan Atlanta Transit Authority • Atlanta, Georgia***Relevant Services**

Program management
Transit planning and engineering
Environmental compliance

Key Contact Details

Richard Krisak
Chief Operating Officer
404.848.5107
rkrisak@itsmarta.com

Completion Date

2002–Ongoing

Project Value

\$10M

AECOM successfully executed more than 50 task orders consisting of planning, design, design services during construction, and construction management.

AECOM is currently providing a broad range of A/E consulting services to the Metropolitan Atlanta Transit Authority (MARTA) through three separate on-call contracts—a General Planning Consultant (GPC) services contract, a Facilities and Structures GEC contract, and a Track and Systems GEC contract. MARTA operates a bus and heavy rail transit system within Fulton and DeKalb Counties, and the City of Atlanta. The heavy rail system consists of a 51.6-mile network of double tracked fixed guideway with 38 passenger stations and 338 rail cars. MARTA's bus service consists of a paratransit service with a fleet of 110 buses and regular bus service with a fleet of 556 buses over 124 routes covering 1,500 route miles.

AECOM is the lead consultant under a joint venture for MARTA's GPC services contract. The overall role of the GPC is to provide planning and engineering services to support future development and expansion of MARTA's rapid transit system. The services provided range from the following types of studies:

Corridor Feasibility, AA, Draft Environmental Impact Statement (DEIS), and Preliminary Engineering/Final Environmental Impact Statement (PE/FEIS). The studies involve disciplines such as travel demand modeling and ridership analysis, public involvement, environmental analysis (including



environmental justice considerations), all disciplines of engineering design, cost estimating, and GIS services as required.

As a subconsultant under the GPC, Holland & Knight (H&K) has participated in developing the criteria and evaluation matrix for project prioritization, assuring compliance with NEPA, developing criteria for advancing projects through the New Starts process and advising the MARTA Board on project prioritization. H&K also serves as legislative counsel for MARTA, working to secure funding for bus and future New Starts projects, as well as seeking a legislative solution to the downgrade of investors in sale-leaseback transactions causing technical defaults.

AECOM is also a leading partner in a joint venture serving as the principal planning, engineering, and construction management consultant for Metropolitan Atlanta Regional Transit Authority for rehabilitation of existing facilities and structures, as well as planning, design, and construction management for future system expansion.

Ongoing efforts include major renovations and upgrades to two CNG bus maintenance facilities, design of a paratransit maintenance facility, design and construction of the first elements of the Authority's BRT system, three significant station renovations, design of park and ride facilities, and design and construction management of several structural rehabilitations of bridge abutments and track slabs. AECOM has also been tasked with conceptual planning for system expansion feasibility studies.

As the lead partner of a third JV team, AECOM is also providing engineering consulting services under MARTA's Track and Systems GEC contract. The role of MARTA's track and systems GEC is to provide design, engineering, construction management, and management and administration services to support the planning, development, repair, maintenance, and improvement of the Authority's transit system.

**Attachments: Required Submission Document
Attachment A: Proposer Information**

1. PROPOSER INFORMATION:	
a. Business Name: AECOM Technical Services, Inc.	
b. Owner Name: AECOM Technical Services, Inc. (ATS) is a wholly owned subsidiary of The Earth Technology Corporation (USA), itself a subsidiary of AECOM, a Delaware corporation whose stock is publicly traded on the New York Stock Exchange (ACM/NYSE).	
c. Business Address: 7720 North 16th Street, Suite 100, Phoenix AZ 85020	
d. Business Phone:	
Daytime: 602.371.1100	Evening/Weekend: 602.371.1100
Web address: www.aecom.com	Email address: sw.area.marketing@aecom.com
e. Number of Employees: 77,500 (global) 220 (Arizona)	Annual Sales \$: \$18 Billion (global) \$7.65 Billion (Design & Consulting Services)
f. Date Business Established: September 29, 1970	
g. Insurance Agent Name: Zurich American Insurance Company (AM Best rating: A+ XV) National Union Fire Insurance Company (AIG), Inc. (AM Best rating: A XV)	
h. Insurance Agent Address: Broker: Marsh Risk and Insurance Services, Inc. 777 South Figueroa Street, Los Angeles, CA 90017	
i. Insurance Agent Phone: 213.346.5620	
2. FOR THIS PROJECT ONLY:	
a. Name of Project Manager: Lori Labrum, PE, PTOE	
b. Business Phone:	
Daytime: 801.904.4120	Evening/Weekend: 801.209.7891
c. Business Address: 7720 North 16th Street, Suite 100, Phoenix AZ 85020	

**Attachments: Required Submission Document
Attachment A: Proposer Information**

3. COMPARABLE PROJECTS IN SIZE AND SCOPE:	
a. Name and dates of Project:	Valley Metro Planning Support Services (2011–2016; 2016–2021)
Address:	101 North 1st Avenue, Suite 1300, Phoenix, AZ 85003
Size and Scope:	For the past 11 years, AECOM has served as one of the two primary consulting firms on Valley Metro's locally-based team providing a wide variety of planning support services to the regional transit planning agency for the Phoenix metropolitan area. (Value: \$5M estimated fees, 2016–2021)
b. Name and dates of Project:	City of Phoenix Transportation 2050 Program Management (2016–2021)
Address:	200 West Washington Street, 6th Floor, Phoenix, AZ 85003
Size and Scope:	T2050 is a 35-year multimodal program with oversight by the Phoenix Citizens Transportation Commission. AECOM is providing services to support City staff in the Program planning, programming, and implementation, beginning with bus service improvements and street resurfacing projects. (Value: \$4M estimated fees)
c. Name and dates of Project:	Capital Metro General Planning Consultant Contracts I and II (2009-2012; 2012 to present)
Address:	209 West 9th Street, Austin, TX 78701
Size and Scope:	AECOM provides contract management and oversight by ensuring that task order managers adhere to project controls, scheduling, and invoicing, and is responsible for subconsultant management and quality assurance to meet Capital Metro's quality objectives. (Value: \$3M fees)
d. Name and dates of Project:	Glendale Onboard Transportation Program General Engineering Consultant (2002–2014)
Address:	5850 West Glendale Avenue, Glendale, AZ 85301
Size and Scope:	For 12 years, AECOM provided planning and coordination, financial analysis, cost estimating, design concepts, preliminary design, and project evaluations for this multimodal transportation program that included arterial streets, major intersections, bridges, bicycle and pedestrian enhancements, and multi-use paths and trails.

**Attachments: Required Submission Document
Attachment A: Proposer Information**

4. REFERENCES:	
a. Firm Name:	Valley Metro
Address:	101 North 1st Avenue, Suite 1300, Phoenix, AZ 85003
Name of Reference:	Wulf Grote
Position Title:	Director, Capital and Service Development
Telephone:	602.322.4420
b. Firm Name:	Utah Transit Authority
Address:	669 West 200 South, Salt Lake City, UT 84101
Name of Reference:	Janelle Robertson
Position Title:	Project Manager
Telephone:	801.512.3023
c. Firm Name:	Capital Metropolitan Transportation Authority
Address:	209 West 9th Street, Austin, TX 78701
Name of Reference:	Javier A. Arguello
Position Title:	Director – Long Range Planning
Telephone:	512.389.7424



Past Performance Survey

The following clients have been asked to submit Past Performance Surveys directly to NAIPTA:

- » **Owner:** Valley Metro
Project Name: Planning Support Services contract
- » **Owner:** Maricopa Association of Governments
Project Name: Southeast Valley Transit System Study
- » **Owner:** New York City Department of Transportation
Project Name: Select Bus Service

DRAFT

**Attachments: Required Submission Document
Attachment C: List of Subcontractors**

LIST OF SUBCONTRACTORS

Pursuant to the RSOQ, the following subcontractor(s) shall perform the described work. Where the Offeror will perform the work, the Offeror's name must be included in the appropriate space(s) below:

Name of Subcontractor (or Offeror)	Description of Work	DBE (Yes/No)
Aztec Engineering Group, Inc.	Subsurface Utility Engineering	No
Jarrett Walker + Associates	System Planning, Transit Modeling Public Involvement, Education, and Outreach	No
Otak	Architectural Services	No
Pinyon Environmental, Inc.	Environmental Assessments and Services Technical/Legal Evaluation of Alternative Financing Options	Yes
Shephard-Wesnitzer, Inc.	Surveying	No
Tierra Right of Way Services, Ltd.	Right of Way	No

Appendix 1: Policies/Requirements Applicable to NAIPTA Projects

NAIPTA CERTIFICATIONS FORM A: DISCLOSURE OF RESPONSIBILITY STATEMENT

Pg 1 of 2

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

None

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)

None

3. List any convictions or civil judgments under state or federal antitrust statutes.

None

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

See Form A: Attachment

5. List any prior suspensions or debarments by any governmental agency.

In the past five years AECOM Technical Services, Inc. ("ATS") has not been suspended or debarred by any governmental agency.

6. List any contracts not completed on time.

See Form A: Attachment

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

See Form A: Attachment

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

See Form A: Attachment

FORM A: DISCLOSURE OF RESPONSIBILITY STATEMENT
Attachment

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

AECOM Technical Services, Inc. ("ATS") is a large design, engineering, planning, and related professional services company that executes thousands of projects annually since its incorporation in 1970. In the nearly 50 years since its incorporation, and as with any large professional service corporation, from time to time ATS is unavoidably involved in disputes or claims which may allege violations of contract provisions. In the opinion of management, ATS is adequately insured to address any pending or threatened claims and litigation. ATS strives to avoid litigation and has a risk management program in place that includes early recognition of situations that might give rise to a claim, open lines of communication and proactive dispute resolution. None of our current litigation could reasonably be expected to have a material adverse effect on ATS or its ability to perform under this or any other contract.

6. List any contracts not completed on time.

AECOM Technical Services, Inc. ("ATS") is a large design, engineering, planning, and related professional services company that executes thousands of projects annually since its incorporation in 1970. It is possible that it has been involved in projects where the project failed to meet the project completion date; however, ATS does not specifically track this information, and therefore is unable to provide a response in good faith of any specific instances where this may have occurred.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

AECOM Technical Services, Inc. ("ATS") is a large design, engineering, planning, and related professional services company that executes thousands of projects annually since its incorporation in 1970. It is possible that it has been involved in projects where the project failed to meet the project completion date, or was challenged on the quality of materials and workmanship; however, ATS does not specifically track this information and therefore is unable to provide a response in good faith of any specific instances where this may have occurred.

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

Upon knowledge and belief, formed after reasonable inquiry, in the past five years AECOM Technical Services, Inc. has received the following violation notices regarding occupation safety and health rules:

- » **PA DEP Notice of Violation:** In October 2015, AECOM performed demolition activities for a client at a property located in West Norriton, Pennsylvania. Prior to demolition activities, AECOM conducted an inspection of a dispenser island canopy to determine whether any asbestos was present. No asbestos was detected in any of the samples obtained by AECOM from the canopy during the pre-demolition survey. The Pennsylvania Department of Environmental Protection subsequently informed AECOM that, even though no asbestos was present at the facility at any level, a demolition notification form should have been submitted to the DEP prior to demolition. This requirement is in accordance with the National Emission Standard for Asbestos, Title 40 C.F.R. Part 61, Subpart M, § 61.145(b), which is incorporated into Title 25 Pa. Code § 124.3 that requires the owner or operator of a demolition or renovation activity to provide the Pennsylvania DEP with written notice of intention to demolish or renovate at least 10 working days prior to beginning demolition or removal work at a facility. AECOM consented to an assessment of a civil penalty of \$2,500 for this technical violation resulting from its omission of the notification form.
- » **CA OSHA:** AECOM Technical Services, Inc. recently received a citation from CA OSHA alleging: (1) failure to train and/or maintain records of employee training on the proper inspection and use of self-rescue devices every three months as required, and (2) failure to prevent an employee from riding in a locomotive that was not equipped with seating. AECOM Technical Services, Inc. has appealed and is awaiting a hearing date.

Appendix 1: Policies/Requirements Applicable to NAIPTA Projects

NAIPTA CERTIFICATIONS (CONT'D)
FORM A: DISCLOSURE OF RESPONSIBILITY STATEMENT

I, Jennifer Pyne, AICP, as Associate Vice President
Name of individual Title & Authority

Of AECOM Technical Services, Inc., declare under oath that the above statements, including
(Company Name

any supplemental responses attached hereto, are true.

[Signature]
Signature

NOTARY:

State of Arizona

County of Maricopa

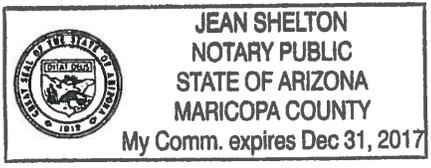
Subscribed and sworn to before me on this 19 day of May,

2017 by Jennifer Pyne representing him/herself to be

Assoc Vice President of the company named herein.

[Signature]
Notary public

My Commission expires:
12/31/2017



Appendix 1: Policies/Requirements Applicable to NAIPTA Projects

NAIPTA CERTIFICATIONS (CONT'D)
FORM B: NON-COLLUSION AFFIDAVIT


Jennifer Pyne, AICP
(Name of Company Representative)

being first duly sworn deposes and says that she/he is

Associate Vice President of AECOM Technical Services, Inc.
(Title) (Name of Company)

and that pursuant to Section 112 (C) of Title 23 USC, he/she certifies as follows: That either he/she nor anyone associated with the said AECOM Technical Services, Inc. (Company/Consultant Name)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free and open competition for the response for:

RSOQ 2017-400
General Consulting Services

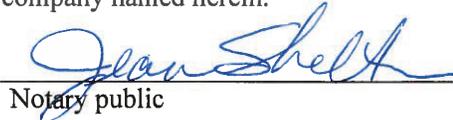
NOTARY:

State of Arizona

County of Maricopa

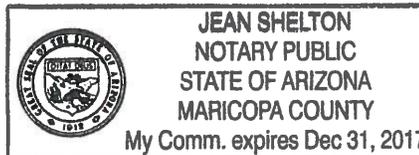
Subscribed and sworn to before me on this 19 day of May

2017 by Jennifer Pyne representing him/herself to be Assoc Vice President of the company named herein.


Notary public

My Commission expires:

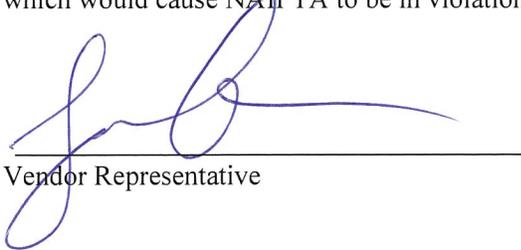
12/31/2017



Forms: Federal Certifications

Form C: Overall Federal Regulation Compliance

All contractual provisions required by State and Federal Transit Administration (FTA), as set forth in FTA Circular 4220.1F are hereby incorporated into this contract by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, or fail to perform any act, or refuse to comply with any NAIPTA requests which would cause NAIPTA to be in violation of the FTA terms and conditions.



Vendor Representative

May 19, 2017

Date

AECOM Technical Services, Inc.

Vendor

Forms: Federal Certifications

Form D: Debarment and Suspension Certification

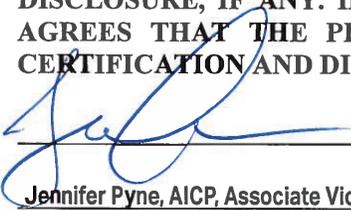
(Lower Tier Covered Transaction) (Attachment 49 CFR 29 Subpart C)

(To be submitted with a bid or Offer exceeding the small purchase for Federal assistance programs, currently \$25,000.)

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

THE BIDDER OR OFFEROR, AECOM Technical Services, Inc. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.



Signature of the Bidder or Offeror's Authorized Official

Jennifer Pyne, AICP, Associate Vice President Name & Title of the Bidder or Offeror's Authorized Official

May 19, 2017 Date

Forms: Federal Certifications

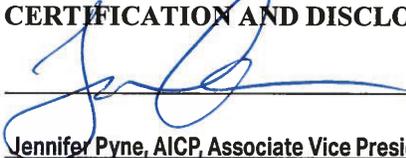
Form E: Lobbying Certification (Attachment 49 CFR 20)

(To be submitted with a bid or Offer exceeding \$100,000)

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions (as amended by “Government wide Guidance for New Restrictions on Lobbying”, 61 Fed.Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995) Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

THE BIDDER OR OFFEROR, AECOM Technical Services, Inc. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.



Signature of the Bidder or Offeror's Authorized Official

Jennifer Pyne, AICP, Associate Vice President

Name & Title of the Bidder or Offeror's Authorized Official

May 19, 2017

Date

Forms: Federal Certifications

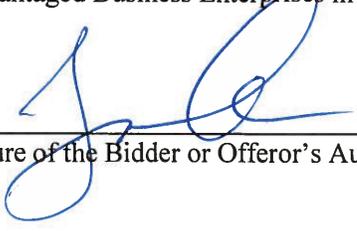
Form F: Disadvantaged Business Enterprises Compliance Certification

(Attachment 49 CFR Part 26)

All vendors are required to complete and certify compliance with requires of 49 CFR Part 26 Participation by DBE in DOT Programs.

DBE COMPLIANCE CERTIFICATION

I hereby certify that the Offeror has complied with the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in DOT Programs.



Signature of the Bidder or Offeror's Authorized Official

Jennifer Pyne, AICP, Associate Vice President

Name & Title of the Bidder or Offeror's Authorized Official

May 19, 2017

Date

Form G: Disadvantaged Business Enterprises Certification

Pg 1 of 2

(Attachment 49 CFR Part 26)

Complete this section only if it applies to your firm.

AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for each owner upon which disadvantaged status is relied.

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I _____ (full name printed), swear or affirm under penalty of law that I am _____ (title) of applicant Firm _____ (firm name) and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program (UCP) of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership, address, telephone number, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

Not Applicable - AECOM Technical Services, Inc. is not a DBE firm.

Forms: Federal Certifications

Form G: Disadvantaged Business Enterprises Certification (cont'd)

(Attachment 49 CFR Part 26)

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise (DBE). In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of the group(s) (circle all that apply):

- Female
- Black American
- Hispanic American
- Asian- Pacific American
- Subcontinent Asian American
- Native American
- Other (specify) _____.

I certify that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

I further certify that my personal net worth does not exceed \$750,000, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Executed on _____
(Date)

Signature _____
(DBE Applicant)

NOTARY CERTIFICATE:

Not Applicable - AECOM Technical Services, Inc. is not a DBE firm.

Forms: Federal Certifications

Form H: Disadvantaged Business Enterprises Certification

NAIPTA (Individual) Intended Participation Affidavit

DISADVANTAGED BUSINESS ENTERPRISE INTENDED PARTICIPATION AFFIDAVIT

Procurement Number: 2017-400

Procurement Name: General Consulting Services

Directions:

1. An officer of the contractor(s) must sign this form.
2. A separate affidavit must be submitted for each proposed DBE.
3. All partial bid items must be fully explained. If not, the DBE will be assumed responsible for the entire item.
4. The affidavits must be submitted at the time of bid.

Name of DBE: Pinyon Environmental, Inc.

DBE Scope Items List items separately. Partial items must be explained.	Item Amount Not to exceed total bid amount.	DBE Credit (\$)
Environmental Compliance	To Be Determined	To Be Determined
Financing Options	To Be Determined	To Be Determined
Total		\$ To Be Determined

Contractor Certification: I certify that:

- My company has accepted a proposal from the DBE named above.
- My company has notified the proposed DBE of the contracted DBE commitment and this agreement is to be performed in accordance with DBE provisions of this contract.
- My company's use of the proposed DBE for the items of work listed above is a condition of the contract award.
- My company will invite the proposed DBE to attend the preconstruction meeting.
- My company is required to make sufficient reasonable efforts to subcontract either the same or other work to an alternative certified DBE equal to the amount to attain the DBE commitment if a certified DBE is unable or unwilling to perform for work any part of the intended.
- I understand that failure to comply with the information shown on this form will be considered grounds for contract sanctions.

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statement made on this document are true and complete to the best of my knowledge.

Prime Contractor Name: AECOM Technical Services, Inc. Date: May 19, 2017

Officer Signature and Title:

Jennifer Pyne, AICP, Associate Vice President

AECOM commits to an overall DBE participation percentage, as indicated on Form I. The specific dollar amount would be determined on a task order basis.

Forms: Federal Certifications

Form I: Disadvantaged Business Enterprises Overall Sub Participation

(Attachment 49 CFR Part 26)

NAIPTA (Overall) Intended Participation Affidavit

DISADVANTAGED BUSINESS ENTERPRISE INTENDED PARTICIPATION AFFIDAVIT

Procurement Number: 2017-400

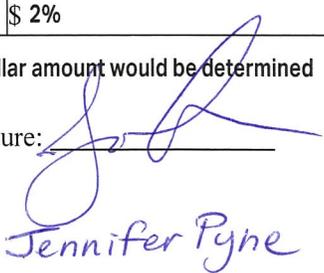
Procurement Name: General Consulting Services

Directions:

1. This form must reflect the information included on the individual affidavit attachment for each DBE.
2. The form must be signed by an officer of the contractor(s).
3. The form must be notarized.
4. The affidavits must be submitted at the time of bid.

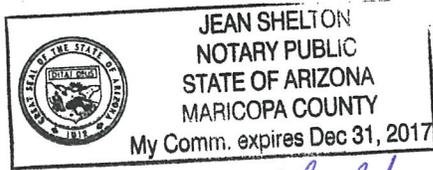
Proposed DBE Subcontractors	Type of Work	DBE Credit (\$)
Pinyon Environmental, Inc.	Environmental, Financing Options	To Be Determined
(1)	Total Value of DBE Commitments	\$ To Be Determined
(2)	Total Bid Amount	\$ To Be Determined
Percent DBE Participation (Divide Line 1 by Line 2)		\$ 2%

AECOM commits to a minimum level of DBE participation percentage, as noted above. The specific dollar amount would be determined on a task order basis.

Company Name: AECOM Technical Services, Inc. Officer Signature: 

Officer Title: Associate Vice President

Notary Seal:



Jean Shelton
5/23/17

Forms: Federal Certifications

Form J: BUY AMERICA CERTIFICATION

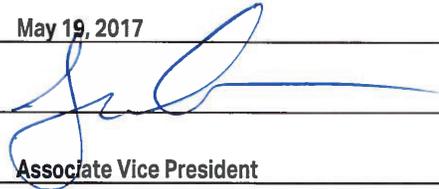
(Attachment 49 CFR Part 661)

(To be submitted with a bid or Offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: May 19, 2017

Signature: 

Title: Associate Vice President

Company Name: AECOM Technical Services, Inc.

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____



Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

Addendum #1

DATE: April 21, 2017
TO: All prospective Consultants for RSOQ 2017-400:
General Consulting Services
FROM: Heather Dalmolin, Administrative Director

This addendum is hereby made part of RSOQ 2017-400, and shall be considered a part of the bid specifications for all purposes including bid preparation and evaluation.

Page 11, Section 1.9 Contract Obligations and Requirements is updated as follows:
The following documents are being issued as part of this RSOQ and are hereby incorporated as requirements for responses and future contract opportunity:

- Exhibit A: General Terms and Conditions
- Exhibit B: General Conditions
- Exhibit C: Sample Contract

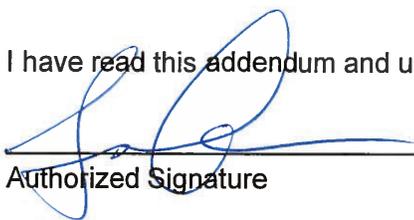
Previously named Exhibit B Certifications have been incorporated into Exhibit A: General Terms and Conditions and previously named Exhibit C Federal Terms and Certifications have been incorporated into General Conditions, which has been renamed as Exhibit B. Exhibit F: Sample Task Order has been removed.

All references to these exhibits shall be updated as per this addendum.

Please submit any questions regarding this addendum or the original RSOQ documents via email to purchasing@naipta.az.gov.

This addendum must be signed by an authorized person and submitted with the response to the RSOQ.

I have read this addendum and understand the information stated above.



Authorized Signature

May 19, 2017
Date

Jennifer Pyne, AICP, Associate Vice President
Print or Type Name of Authorized Person



Getting you where you want to go



Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

Addendum #2

DATE: May 4, 2017
TO: All prospective Consultants for RSOQ 2017-400:
General Consulting Services
FROM: Heather Dalmolin, Administrative Director

This addendum is hereby made part of RSOQ 2017-400, and shall be considered a part of the bid specifications for all purposes including bid preparation and evaluation.

Page 13, Section 2.3 is updated to add the following under information that must be provided:

4. Past Performance Surveys (3 pages)

Past Performance Surveys must be received for three (3) projects of similar multidisciplinary projects for system equal to or greater than Flagstaff system. The Surveys must be received by NAIPTA by same date and time as the deadline for submission of responses to the RSOQ. The Past Performance Surveys will not be evaluated or scored but are to be used as references in determining firm responsibility and performance history.

Please submit any questions regarding this addendum or the original RSOQ documents via email to purchasing@naipta.az.gov.

This addendum must be signed by an authorized person and submitted with the response to the RSOQ.

I have read this addendum and understand the information stated above.

Authorized Signature

May 19, 2017
Date

Jennifer Pyne, AICP, Associate Vice President

Print or Type Name of Authorized Person



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Addendum #3

DATE: May 11, 2017

TO: All prospective Consultants for RSOQ 2017-400:
General Consulting Services

FROM: Heather Dalmolin, Administrative Director

This addendum is hereby made part of RSOQ 2017-400, and shall be considered a part of the bid specifications for all purposes including bid preparation and evaluation.

Page 1.8, Statement of Work is amended to include the following preferences as a new paragraph:

- Consultant teams that include at least one certified International Transportation Engineer (ITE) is preferred but not required.

Page 14, Section 2.3 is updated as follows:

- Responses are limited to no more than 25 pages, as per the requirement details in subsections 1, 2 & 3.
- Submissions can include a front and back cover, not to be counted in the page limit as long as the covers are not used to provide required information.

The issued General Conditions are being reissued without the "Draft" watermark and should be considering finalized. Interested vendors will be required to agree to the terms of the General Conditions and submit signed certifications with responses to the RSOQ.

Please submit any questions regarding this addendum or the original RSOQ documents via email to purchasing@naipta.az.gov.

This addendum must be signed by an authorized person and submitted with the response to the RSOQ.

I have read this addendum and understand the information stated above.

Authorized Signature

May 19, 2017
Date

Jennifer Pyne, AICP, Associate Vice President

Print or Type Name of Authorized Person



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**NORTHERN ARIZONA INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

**CONTRACT # 2017-400
PROJECT TASK ORDER # _____**

THIS PROJECT ORDER is made and entered on the _____ day of _____, 20____, by and between the Northern Arizona Intergovernmental Public Transportation Authority (“NAIPTA”) and the General Consultant Services Provider (“GCSP”) designated below. This Project Task Order is entered into pursuant to and incorporates herein the terms and provisions of the General Consultant Services contract 2017-400, dated _____, 20____. Upon full execution of this Project Task Order, (including all of the Contract Documents as defined therein), shall be the Contract between the Parties for the professional services specified herein (“Services”).

NAIPTA and _____ agree as follows:

NAIPTA:

Project Manager:
Telephone:
Fax:
E-mail:

GCSP:

(NAME) _____

GCSP Representative:
Telephone:
Fax:
E-mail:

PROJECT DESCRIPTION: This Project Task Order # _____ is _____.

The Project is scheduled to commence on _____, 20____ and be completed no later than _____, 20____.

PROJECT SITE ADDRESS/LOCATION: This Project Task Order # _____ is located _____.

ESTIMATED PROJECT TASK ORDER PRICE (Not to Exceed): \$ _____

1. **Fee:** The Project Order Task Fee is in the amount of \$ _____ to be paid in installments based upon monthly progress reports and detailed invoices submitted by _____ in such form as approved by NAIPTA, to be paid subject to the following limitations:

a. Documentation of Monthly Progress

- i. Prior to approval of the preliminary documentation (or ____% of plans), the billed amount shall not exceed ____% of the total Contract Amount.
- ii. Prior to approval of the final documentation (or ____% of plans) deliverable, the billed amount shall not exceed ____% of the total Contract Amount.

iii. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed ____% of the total Contract Amount prior to submittal of the final report deliverables.

b. Reimbursable Costs: (Reimbursable costs are at state per diem rates for all travel, lodging, and incidentals.)

i. The Project Task Order Reimbursable Cost is in the amount of \$_____ to be paid based upon monthly progress reports and detailed invoices submitted by _____ in such form as approved by NAIPTA

c. Other:

- i. Sub-Contractor Mark Up will be paid in the following manner: _____.
- ii. Unique Insurance and/or Bond Requirements: _____.
- iii. Unique Compliance with Government Provisions: _____.

SCOPE OF WORK, DELIVERABLES, AND PROJECT SCHEDULE/DURATION: Attached Exhibit A

UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY) (Article 11): Attached Exhibit B.

UNIQUE COMPLIANCE WITH GOVERNMENT PROVISIONS (IF ANY): Attached Exhibit C.

PROJECT SPECIFIC ACCOUNTING: Attached Exhibit D.

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

“NAIPTA”

Signature _____
Name _____
Title _____

“GCSP”

Signature _____
Name _____
Title _____

ATTEST:

Signature _____
Name _____
Title _____

EXHIBIT A – SCOPE OF WORK AND PROJECT SCHEDULE

(To be completed by NAIPTA)

PROJECT DESCRIPTION

PROJECT SCHEDULE

PROJECT DELIVERABLES

DRAFT

EXHIBIT B - UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY)

(To be completed by GCS:)

{Provide any additional insurance requirements beyond the Standard Insurance Requirements, and/or bond requirements for the Project beyond the original contract scope to confirm adequate insurance and bond coverages for this Project}

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EXHIBIT C - UNIQUE COMPLIANCE WITH SPECIFIC GOVERNMENT PROVISIONS

To be completed by GCS:

{List Unique Issues with Specific Government Provisions beyond the original contract scope:}

DRAFT

EXHIBIT D - PROJECT SPECIFIC ACCOUNTING

(To be completed by GCS:)

Section D.1 - Conditions and Specifications specific to this Project:

Prime Staffing:

	<u>Position</u>	<u>Rate</u>	<u>Estimated Hours</u>	<u>Total</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Sub-Contractor (s)

	<u>Specialty</u>	<u>Rate</u>	<u>Estimated Hours</u>	<u>Total</u>
1				
2				
3				
4				
5				

Section D.2 – Additional Conditions Applicable to the Work included in this Project:

To be completed by GCS:

Additional Conditions

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

EXHIBIT D: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

A. Contractor shall obtain and submit to NAIPTA before any Services are performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

Coverage A. Statutory Benefits.

Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

Auto Liability limits of ~~not less than~~ \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

- i. Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- ii. Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Work and to continue to ~~name-include~~ NAIPTA as an Additional Insured for the entire 10-year period.

- iii. Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- iv. Broad Form Property Damage coverage, including completed operations or its equivalent.
- v. An endorsement ~~nam~~including NAIPTA, each of the Partners, and any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- vi. An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- vii. Coverage must be on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- viii. Coverage to include general aggregate limits on a "per project" basis.

4. Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

5. Errors & Omissions Liability

(Applicable any design/engineering services are part of Work)

Per Occurrence	\$3,000,000
Aggregate	\$5,000,000

~~Note: higher coverage limits may be required under the Contract Documents, in which case such higher limits shall apply.~~

Any claims made retro-active data shall be clearly shown on the Certificate of Insurance and shall be effective prior to the commencement of any work

Coverage provided must have no exclusion for design-build projects. Designer must provide evidence of coverage for nine (9) years beyond completion of the Project in the form of a renewal insurance policy certificate and/or the purchase of an extended reporting period endorsement should the policy be cancelled or non-renewed

6. Pollution Legal Liability

Per Claim/Aggregate	\$1,000,000
---------------------	-------------

(Applicable as to any pollutants or hazardous waste exposures as part of Work)

Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

7. Other Requirements

- i. All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- ii. All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A- VII. All coverage forms must be acceptable to NAIPTA.
- iii. Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to NAIPTA prior to commencement of any Work. Failure of NAIPTA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NAIPTA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. NAIPTA shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by NAIPTA.
- iv. Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- v. NAIPTA reserves the right, in its sole discretion, to require higher limits of liability coverage at NAIPTA's expense if, in NAIPTA's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to ~~name-include~~ additional parties in interest to be Additional Insureds.
- vi. In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- vii. In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- viii. Contractor shall maintain "all risk" property insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. NAIPTA shall be ~~named-included~~ as additional insured under such insurance.

B. NAIPTA and Contractor waive all rights against each other and against NAIPTA and the Partners for damages caused by fire or other perils covered by Contractor's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

C. Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor shall comply with the more stringent provisions.

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NAIPTA

**(Northern Arizona Intergovernmental
Public Transportation Authority)**

3773 N. Kaspar Dr., Flagstaff, AZ 86004

(928) 679-8908

www.naipta.az.gov

GENERAL CONDITIONS

Revision date: March 6, 2017

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General Conditions



SECTION 1 – SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction contracts entered into by Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA), unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CMAR), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC). Unless otherwise specified in the Contract, the additional provisions in Section 15 apply solely to Guaranteed Maximum Price or GMP and Cost Based Contracts; the additional provisions in Section 16 apply solely to Job Order Contracts or “JOCs,” and the additional provisions in Section 17 apply solely to contracts involving Pre-Construction Services. Section 18, attached hereto is incorporated herein.

SECTION 2 – GENERAL DEFINITIONS

Note: Additional definitions of terms that only have application to Guaranteed Maximum Price (GMP) and Cost-Based Contracts, Change Orders and Job Orders are found in Section 15.1 below; and additional definitions of terms that only have application to Job Order Contracts (JOCs) are found in Section 16.1 below; and additional definitions of terms that only have application to contracts involving Pre-Construction Services are found in Sections 17.1 below.

Alternate Systems Evaluations or Alternative Analysis – Alternatives for design, means and methods or other scope considerations that are evaluated using value analysis principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets NAIPTA requirements.

Change Order – A written instrument issued after execution of the Contract Documents signed by NAIPTA and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Contract Time may be changed only by Change Order.

Board – NAIPTA’s Board of Directors.

Consultant – Person or firm that provides professional services.

Contract – The written agreement executed between NAIPTA and Contractor, including all of the Contract Documents.

Contract Documents – The documents which together form the Contract between NAIPTA and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and NAIPTA’s amendments thereto, and any other documents so designated in the Contract.

Contract Price – The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.

Contract Time(s) – The number of days or the dates related to the applicable phase, Substantial Completion, and/or Final Completion as stated in Contract Documents. The Contract Time is set forth in the Contract, and is based upon the Project Schedule agreed to by NAIPTA in writing.

Contractor – The person or corporation with whom NAIPTA has entered into an agreement for construction related work or services in relation to the Project at issue. As used in these General Conditions, the term Contractor

Revision date: March 6, 2017

General Conditions



includes CMAR and JOC under contract with NAIPTA to provide pre-construction and/or construction services.

Contractor Payment Request – The form that is accepted by NAIPTA and used by Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or NAIPTA.

Construction Budget – NAIPTA’s budget for construction of the Project.

Construction Documents – The plan, specifications, and drawings prepared and issued by the Design Professional and approved by NAIPTA for construction, meaning the documents are sealed by the Design Professional (as required), acceptable for permitting and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by NAIPTA prior to incorporation into the Contract.

Cost of the Work – The term Cost of the Work shall mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of NAIPTA. See Appendix 8.

Critical Path Method (CPM) – A scheduling technique which identifies the logical sequence of the activities occurring in a Construction Project, the anticipated time required to complete each activity in the Project, and the activities that must be completed on schedule to finish the Project within the anticipated time. Typically, activities are arranged in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified. See Sections 6.2.9 & 17.3.1.

Critical Path – Critical path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of NAIPTA.

Day – Calendar day(s) unless otherwise specifically stated in the Contract Documents.

Design Professional – The qualified, licensed person, firm or corporation who furnishes design services required under the Contract Documents. Design services may include, but not be limited to: development of Construction Documents; review of Contractor Submittal(s); review of and response to Requests for Information, approval and certification of progress payment applications; construction administration, Substantial Completion, and Final Acceptance and Completion, if so designated.

Differing Site Conditions – Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the Site. Caliche, rock, hard-digging or sandy/silty soil encountered on a project is not considered a “Differing Site Condition.”

Drawings (Plans) – Documents, which visually represent the scope, extent and/or character of the Work to be furnished and performed by Contractor during the construction phase and which have been prepared or approved by the Design Professional and NAIPTA. These documents include Drawings that have reached a sufficient state of completion and released by Design Professional solely for the purposes of review and/or use in performing constructability or bid-ability reviews by Contractor and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but “*not for construction.*” Shop Drawings are not Drawings as so defined.

Revision date: March 6, 2017

General Conditions



Fixed Price – A fixed price or amount for a Contract Price, scope of work, materials, or other item under a Contract, Change Order, Job Order, or other agreement, which NAIPTA agrees, in writing, to pay instead of the actual cost. See, e.g., Sections 7.1, 7.4.1, 16.3.3.4, and 16.4.2.

Float – The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to NAIPTA.

Laws, Regulations, or Legal Requirements – Any and all applicable laws, rules, regulations, ordinances, codes and orders applicable to the Project of any and all governmental bodies, agencies, authorities and courts having jurisdiction and any applicable provisions of the Development Agreement for the Project (if any), including, without limitation, those provisions relating to the design and construction of the Project.

Line Item – The individual elements of Work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of the Work. Also refers to individual items of work within the Schedule of Values.

MAG – The Maricopa Association of Governments.

MAG Specifications – The most current version of the Uniform Standard Specifications for Public Works Construction published by MAG.

MAG Standard Details – The most current version of the Uniform Standard Details as published by MAG.

Minor change – A change in the Work having no impact on cost or time or NAIPTA-approved design intent, as determined by NAIPTA.

NAIPTA (Owner or OWNER) – Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona, with whom Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).

Notice to Proceed (NTP) – A written notice given by NAIPTA to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Contract.

Project – The Project specified in the Contract (including a Job Order).

Project Manager – The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by NAIPTA. The Project Manager has the authority to act on behalf of NAIPTA, as delineated and limited by the Contract Documents and applicable law. NAIPTA shall communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind NAIPTA or NAIPTA's Board in contravention of any NAIPTA policy, code, State or Federal statute or regulation, or these General Conditions.

Project Schedule – The schedule for the completion of the Project agreed to and/or required by NAIPTA.

Project Specific Conditions – Additional conditions which apply to the specific Project and/or Scope of Work which are set forth in Exhibit D of the Contract.

Project Team – The Project Team consisting of the Design Professional, Contractor, Project Manager, and such others as NAIPTA may designate.

Revision date: March 6, 2017

General Conditions



Punch List – The list initially prepared by Contractor pursuant to the Contract Documents, reviewed and supplemented by the Project Manager (and at the sole option of the Project Manager, the Design Professional) and approved by NAIPTA containing items of incomplete work not impacting Substantial Completion, if allowed for under the Contract, and to be completed or corrected by Contractor after Substantial Completion and before Final Acceptance and Final Completion in accordance with the Contract Documents.

Quality Assurance (QA) Testing – Testing performed to verify the accuracy and applicability of the QC testing results and to ascertain that the materials installed meet the specified levels of quality in accordance with the contract documents.

Quality Control (QC) Testing – Testing performed to assure that the materials installed comply with the requirements in the Contract Documents.

Requests for Information (RFIs) – Formal written request from Contractor to NAIPTA and/or Design Professional for the Project seeking clarification or additional information needed for Contractor to properly complete the Work and/or Services under the Contract. NAIPTA may require RFIs to be submitted on a specific form or in a specified format.

Schedule of Values (SOV) – The specified document prepared by Contractor, and approved and accepted by NAIPTA, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

Scope of Work – The scope of work agreed to and/or required by NAIPTA and incorporated into the Contract as Exhibit A.

Shop Drawings – All drawings, diagrams, schedules and other data specifically prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site – The land and/or premises on which the Project is located, including all buildings and/or structures thereon, existing or to be built.

Specifications – The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Where specified, the Project shall be constructed using the current Uniform Standard Specifications and Details for Public Works Construction as furnished by the Maricopa Association of Governments, as amended by NAIPTA.

Subconsultant – A person, firm or corporation having a Contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor – An individual or firm having a direct Contract with Contractor or any other individual or firm having a Contract with the aforesaid contractors at any tier, who undertakes to perform a part of pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

Substantial Completion – The date when NAIPTA determines that the Work (or separable units of Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents such that the Project is ready for use by NAIPTA for its intended purpose, opening to the general public, full occupancy or use by NAIPTA (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and/or all areas serving the general public, as applicable, shall be

Revision date: March 6, 2017

General Conditions



ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion.

Supplier – A manufacturer, fabricator, distributor, or vendor having a direct Contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Contractor or any Subcontractor.

Total Float – Number of Days by which pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

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

SECTION 3 – STANDARD SPECIFICATIONS AND DETAILS

- 3.1** The Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, current edition (MAG Specifications), Maricopa Association of Governments, Standard Details for Public Works Construction, current edition (MAG Details), City of Flagstaff Engineering Standards, and the U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD) have been adopted by NAIPTA and shall apply to the Work, to the extent applicable. In addition, to the extent NAIPTA has adopted its own NAIPTA Special Provisions for the Project, and/or NAIPTA Supplements and/or Modifications to the MAG Specifications or MAG Details (collectively all of the foregoing are collectively referred to as the “NAIPTA Specifications”), those NAIPTA Specifications shall apply to the Work when and where appropriate and the Contractor shall fully comply therewith. Any questions or concerns about the applicability of any specific MAG or NAIPTA Specifications to the Work shall be directed in writing to the Project Engineer.
- 3.2** NAIPTA Specifications are incorporated into the Contract.
- 3.5** NAIPTA has additional guidelines, procedures and requirements applicable to work performed at or on any NAIPTA sites and/or to the contractors, personnel, employees, subcontractors and others working on or at NAIPTA sites and facilities set forth in Appendix 1 hereto.

SECTION 4 – CONTRACTOR’S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 GENERAL

- 4.1.1** Contractor shall construct the Work in accordance with the Contract Documents and as outlined in Exhibit A of the Contract to the satisfaction of NAIPTA, exercising the degree of professional care, skill, diligence, quality and judgment that a professional construction manager engaged, experienced and specializing in the construction management of construction and/or facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to the Phoenix Metropolitan Area, Arizona would exercise at such time, under similar conditions. Contractor shall, at all times, perform

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the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

- 4.1.2 Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.2 CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

- 4.2.1 Prior to award of the Contract, Contractor must provide to NAIPTA (as specified by NAIPTA) its Contractor's License classification and number and its Federal Tax I.D. number.
- 4.2.2 Before beginning any Work under the Contract, Contractor shall execute the Contract and deliver to NAIPTA the items listed in Sections 4.2.3 and 4.2.4 below, and the Contract must be executed by NAIPTA. Failure to do so will be a material breach of the Contract entitling NAIPTA to terminate the Contract for Cause.
- 4.2.3 When Contractor delivers the executed Contract to NAIPTA, Contractor shall also deliver to NAIPTA such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by NAIPTA) required under Section 11 of these General Conditions, and as the Contract requires.
- 4.2.4 As evidence of Workmen's Compensation Insurance, Contractor shall provide a letter of certification from the Industrial Commission of Arizona that Contractor is insured by the State Compensation Fund or is an authorized self-insurer or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.
- 4.2.5 Video-Recording Requirement. Prior to performing any Work, Contractor shall document the existing conditions of the Site, all other areas where Work will occur and all adjacent areas that may be impacted by the Work via DVD video format. Contractor shall video-record all areas, features, buildings and other public and private improvements that could potentially be impacted by the Work. Contractors shall coordinate video-recording with the Project Manager. Contractor shall not take picture or images of patients, family, visitors or staff and will take extreme care not to include any such pictures or images. When video-recording private property, Contractor shall also coordinate the video-recording with the private property owner, if possible. Contractor shall provide NAIPTA with a copy of said DVD's prior to performing any work.
- 4.2.6 Government Approvals and Permits
- 4.2.6.1 Contractor shall obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the plans and in the specifications. For bidding purposes, an allowance for all permit fees is included in the bid schedule under the item "allowance for permit fees." The Contractor shall be paid for the actual cost of the permit fees upon submitting a receipt showing the fee Contractor has paid. Excluded from the above allowance are items such as all costs incurred by the Contractor in securing the permit except for the actual permit fee established by the agency, cost for all shut downs or outages, cost for pole bracing, cost of permits for construction water, cost of construction water, cost for any additional insurance requirements, cost for any licenses, and other similar type costs. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to NAIPTA prior to starting the permitted activity.

4.3 PRE-CONSTRUCTION CONFERENCE

- 4.3.1 Prior to the commencement of any Work, NAIPTA may schedule a Pre-Construction Conference.

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- 4.3.2 The purpose of this Conference is to establish a working relationship between Contractor, the utility firms, and various NAIPTA agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.
- 4.3.3 Prior to the Pre-construction Conference, Contractor shall provide the Project Team with a Schedule of Values in a form specified by NAIPTA reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from NAIPTA. Once accepted by NAIPTA in writing, the Schedule of Values for the Project will not be changed without the prior written approval of NAIPTA.
- 4.3.4 Minimum attendance by Contractor at any mandatory meeting with NAIPTA shall be (1) Contractor's Representative, who is authorized to execute and sign documents on behalf of the firm, (2) Contractor's on-site Superintendent, and (3) Contractor's Safety Office, or other employee responsible for safety.
- 4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)**
- 4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of NAIPTA or a separate Contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.
- 4.4.2 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, safety, sequences and techniques of construction.
- 4.4.3 Contractor's Superintendent shall be present at the Site at all times that material Work under the Contract is taking place. Contractor's Superintendent or designee shall be present at the Site at all times any other Work under the Contract is taking place.
- 4.4.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.
- 4.4.3.2 In the event of any noncompliance with this Section 4, NAIPTA may require Contractor to stop or suspend the Work in whole or in part.
- 4.4.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.
- 4.4.5 Before starting the Work, Contractor shall carefully study and compare the various plans, drawings, other Contract Documents, and Specifications relative to that portion of the Work, as well as the information furnished by NAIPTA, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the work installed by other contractors, is not guaranteed by NAIPTA.
- 4.4.6 Before ordering materials or doing work, Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation

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will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

- 4.4.7 If Contractor observes error, discrepancies or omissions in the Contract Documents, it shall promptly notify the Design Professional and NAIPTA and request clarification. Contractor shall be liable to NAIPTA for damages resulting from error, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to NAIPTA, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, it does so at its own risk.
- 4.4.8 In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the Site all dimensions relating to such existing or other work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by Contractor without any increase in the Contract Price. Any design errors or omissions noted by Contractor during this review shall be reported promptly to NAIPTA.
- 4.4.9 Contractor shall establish and maintain all construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.
- 4.4.10 Contractor shall be responsible 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 NAIPTA and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 4.4.11 **Coordination and cooperation:** Contractor shall coordinate the activities of all Subcontractors. Contractor shall coordinate performance of the Work with NAIPTA, the City of Flagstaff and Arizona Department of Transportation (ADOT) as applicable, and other involved departments or agencies within NAIPTA, the Design Professionals and other contractors or parties involved in the Project. If NAIPTA performs other work on the Project or at the Site with separate contractors under NAIPTA's control, Contractor agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption. Contractor shall also cooperate with NAIPTA in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings.
- 4.4.12 Contractor shall insure that all employees performing any Work for which Contractor is responsible have a legal right to live and work in the United States. Upon request by NAIPTA, a copy of the Birth Certificate, Immigration and Naturalization Card, or Special Entry Permit shall be provided to NAIPTA Project Manager. In addition, all compensation of any such employee shall meet all applicable requirements of the Fair Labor Standards Act (FLSA), the Davis Bacon Statutes and Federal Minimum Wage laws.
- 4.4.13 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of NAIPTA. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by NAIPTA, Contractor will follow that plan unless otherwise approved by NAIPTA in writing.
- 4.4.14 Contractor shall not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to

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NAIPTA, and receiving prior written approval of the change from NAIPTA, which approval will not be unreasonably withheld.

- 4.4.15 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price are required to furnish performance and payment bonds to Contractor, unless otherwise approved in writing by NAIPTA.
- 4.4.16 MAG Specification § 108.2(E), requiring a minimum amount of self-performance by Contractor for certain scopes of work, does not apply.

4.5 CONTROL OF THE PROJECT SITE

- 4.5.1 Throughout all phases of construction, including suspension of Work, Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit NAIPTA to occupy the Project or a portion of the Project for its intended use.
- 4.5.2 Contractor shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations, including, but not limited to, compliance with the provisions of Appendix 1 hereto. The dust control measures shall be maintained at all times to the satisfaction of NAIPTA and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.
- 4.5.3 Contractor shall maintain Americans with Disabilities Act (ADA) and American National Standards Institute (ANSI) accessibility requirements during construction activities, including without limitation compliance with the 2010 regulations governing implementation of the ADA to the extent applicable. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, areas of refuge, and emergency exit paths of travel. Contractor shall be responsible for the coordination of all work to minimize disruption to residents and the public.
- 4.5.4 Only materials and equipment used directly in the Work shall be brought to and stored on the Site by Contractor. When equipment is no longer required for Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor. However, no materials shall be stored within any hospital, medical, clinical, in-patient, office or other facility or building.
- 4.5.5 Contractor agrees all persons working on the Site will act at all times in the best interest of the Project and will comply with all applicable rules and regulations reasonably set forth by NAIPTA related to the Site. Notwithstanding the foregoing or anything in this Agreement to the contrary, NAIPTA may remove from the Site any individual who NAIPTA deems in their reasonable discretion to be creating a disturbance or causing any problem on the Site.
- 4.5.6 Contractor shall be responsible to NAIPTA for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.
- 4.5.7 NAIPTA may conduct criminal, drive history, and all other requested background checks of Contractor and/or Subcontractor personnel performing Work or who have access to NAIPTA's information, data, or facilities in accordance with NAIPTA's current background check policies, and/or the provisions of the Project Specific Conditions. Any officer, employee or agent that fails to background check must be replaced immediately.

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4.5.8 NAIPTA shall have a final authority, based upon security reasons: (i) to determine when security clearance of Contractor's and/or Subcontractor's personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting personnel; and (iii) to determine whether or not any individual or entity may provide Services or perform Work under the Contract. If NAIPTA objects to any personnel for any reasonable cause, then Contractor shall, upon notice from NAIPTA, remove such individual from the Project.

4.6 **PROJECT SAFETY**

4.6.1 The Project and all Work performed in relation thereto is governed by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

- a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.
- b. Part 1019 and Part 1926 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
- c. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

4.6.2 Contractor is responsible for safety of the job site for employees of Contractor as well as for NAIPTA staff members, visitors, members of the general public and others who may drive or walk through or be at the site. NAIPTA has established written policies concerning safety, as well as other construction activities and/or requirements. Contractor shall comply with these policies, which are included in Appendix 1 to these General Conditions.

4.6.3 Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to: (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work and stored On-Site or Off-Site; and (iii) all other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (iv) the owners or tenants of adjacent property and their patrons, employees and invitees.

4.6.4 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.5 Contractor shall provide a "competent person" as required by O.S.H.A regulations. The "competent person" shall be identified at the Pre-Construction Conference with NAIPTA advised in writing of any changes.

4.6.6 The "competent person" shall make routine daily inspections of the Site and shall hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

4.6.7 Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any NAIPTA specific safety requirements set forth in the Contract Documents, provided that such NAIPTA-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.8 Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

4.6.9 Contractor's responsibility for safety under this Section 4 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for

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(i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

- 4.6.10 As between NAIPTA and Contractor, Contractor is responsible to NAIPTA for any and all the safety issues relating to the Work on the Project. Contractor shall administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards. Contractor's responsibility for review, monitoring, and coordination of the Subcontractor's safety programs shall not extend to direct control over execution of the Subcontractors' safety programs. Notwithstanding Contractor's safety obligations to NAIPTA, it is agreed and understood that each individual Subcontractor shall remain controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of other's work in areas designated to be controlled by such Subcontractor for purposes of workers compensation insurance coverage.
- 4.6.11 Nothing in these General Conditions or any Contract shall relieve Contractor of his responsibility to maintain traffic, structures, etc., as noted on the Plans, Specifications, and Project Specific Conditions. Contractor is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the Plans, Specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by Contractor's excavation, shoring, bracing, or under pinning shall be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinning, and trench support shall be included in the appropriate items listed in the Contract Price, and no additional payment shall be made for this work.

4.7 MATERIALS QUALITY, SUBSTITUTIONS, AND SHOP DRAWINGS

4.7.1 Quality Control and Quality Assurance Testing

- 4.7.1.1 All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by NAIPTA. Any material rejected by NAIPTA shall be removed immediately and replaced in an acceptable manner to NAIPTA at no additional cost to NAIPTA. When QC/QA tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.
- 4.7.1.2 The Contractor shall establish, provide, and maintain an effective Quality Control Testing Program (QCTP). The Contractor shall develop his own program or procure the services of a consultant. In either case, the party performing the tests shall be currently certified by the National Bureau of Standards in the National Voluntary Laboratory Accreditation Program (NVLAP) for construction services or the AASHTO Accreditation Plan (AAP) for Soils, Asphalt and Concrete. The Contractor shall provide all support necessary to perform QC and QA testing and sampling (i.e. shoring for testing trench backfill, backhoes, motor graders, loaders, etc. to facilitate testing and sampling). NAIPTA will perform the QA testing.
- 4.7.1.3 The Contractor shall submit a written QCTP to NAIPTA as a required submittal. The Contractor shall not begin work until the Quality Control Program has been reviewed and accepted by NAIPTA. Resumes of all personnel that will be associated directly or indirectly with the QCTP shall be included.
- 4.7.1.4 The QCTP shall include, but not be limited to, on-site/field and laboratory testing of all material delivered to the site and any existing materials or conditions pertinent to the project.
- 4.7.1.5 All testing shall be under the direction of a Professional Engineer registered in the State of Arizona, knowledgeable in Materials Testing. All "test report" forms shall be stamped by said Engineer.

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- 4.7.1.6 The written QCTP shall set forth the responsibilities of the engineer, project manager, supervisory personnel and each technician assigned to this project. Substitutions or replacement of personnel shall require prior written approval by NAIPTA. All personnel shall be proficient within their assigned duties and possess certification(s) commensurate with their position and responsibilities. The minimum certification(s) for each technician shall be NICET Level II, Arizona Technical Testing Institute, American Concrete Institute, or other nationally recognized program applicable to the project and approved by NAIPTA. The written QCTP shall include a description of the required field and construction materials laboratory tests, including required frequencies that meet the minimums established herein.
- 4.7.1.7 The Contractor shall establish a system to record and report all material test results. The daily test reports shall include, but not be limited to:
1. Test designation
 2. Date of test
 3. Name of tester
 4. Location of test/sample (station and offset)
 5. Product suppliers and product codes (as applicable)
 6. Depth/elevation of test/sample
 7. Test result
 8. Control requirement(s)
 9. Cause of rejection (if applicable)
 10. Results of retests (if applicable)
 11. Remedial action (if applicable)
- 4.7.1.8 The Contractor shall submit test results to NAIPTA as soon as they are available by emailing them to the Project Manager at its official email address.
- 4.7.1.9 The Contractor shall also submit a weekly report to NAIPTA summarizing the testing and construction activities completed by emailing the report to the email addresses noted above. All weekly reports shall be submitted simultaneously to the Contractor and NAIPTA. The report shall include individual summary sheets for each utility line, structure, and portion of the pavement section. Cores shall be numbered sequentially throughout the Project. Re-cores shall reference the original core by number and shall contain the averaged values for thickness and density. Total pavement thickness shall be reported. Vertical location of tests for underground utilities shall indicate the depth of the excavation at the location of the test (i.e., cut to flow line [if applicable], depth to bottom or top of pipe, etc.). Density tests shall be numbered sequentially. If the minimum number of tests has not been performed per the written QCTP, this shall be stated in the weekly summary report with an explanation of the circumstances.
- 4.7.1.10 NAIPTA will maintain a copy of the project test results and weekly reports in the project file. In cases where quality control activities do not comply with the contract provisions, NAIPTA may:
- (1) Order the Contractor to replace ineffective or unqualified quality control personnel.
 - (2) Order the Contractor to stop operations until appropriate corrective action is taken.
- 4.7.1.11 Although minimum testing requirements are specified herein, the Contractor shall bear full responsibility for the quality of the materials and their installation and may elect to perform additional testing beyond the requirements set forth herein to ensure compliance.
- 4.7.1.12 The following table shall be used to determine the minimum frequency and types of tests that are required under the Contractor's QCTP:

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Test	Method (AASHTO unless otherwise noted) Current Version in Use When Contract is Executed	Frequency
STREET SUBGRADE		
Sieve Analysis	T311	1 per soil type
Moisture Density Relationship	T99 & T224	1 per soil type
In-Place Density	T191(sandcone) or T310 (nuke) (note 8)	1 per 250 linear feet per traffic lane or portion thereof (notes 1 & 4)
CURB & GUTTER SUBGRADE OR SIDEWALK SUBGRADE		
Sieve Analysis	T311	1 per soil type
Moisture Density Relationship	T99 & T224	1 per soil type
In-Place Density	T191(sandcone) or T310 (nuke) (note8)	1 per 250 linear feet or portion thereof (notes 1 & 4)
STRUCTURE FOUNDATION – SUBGRADE (if required)		
Sieve Analysis	T311	1 per soil type
Moisture Density Relationship	T99 & T224	1 per soil type
In-Place Density	T191(sandcone) or T310 (nuke) (note 8)	1 per 250 square feet (if required) (notes 1 & 4)
STRUCTURAL BACKFILL		
Sieve Analysis	T311	1 per soil type
Moisture Density Relationship	T99 & T224	1 per soil type
In-Place Density	T191(sandcone) or T310 (nuke) (note 8)	1 per 1,000 cubic feet or per 2-feet of lift thickness, whichever is greater (notes 1 & 4)
EMBANKMENT		
Sieve Analysis	T311	1 per soil type
Moisture Density Relationship	T99 & T224	1 per soil type
In-Place Density	T191(sandcone) or T310 (nuke) (note 8)	1 per 250 linear feet per traffic lane per 12 inches of depth or portion thereof (notes 1 & 4)
TRENCH BACKFILL		
Sieve Analysis	T311	1 per soil type
Moisture Density Relationship	T99 & T224	1 per soil type
In-Place Density	T191(sandcone) or T310 (nuke) (note 8)	1 per 250 linear feet per 2 feet of depth or portion thereof (notes 1, 3, & 4)
AGGREGATE BASE COURSE		
Sieve Analysis	T27	1 per source per each day's delivery
Plasticity Index	T146, T89 & T90	1 per source per each day's delivery
Moisture Density Relationship	T 99 & T224	1 per source
In-Place Density	T191(sandcone) or T310 (nuke) (note 8)	1 per 500 linear feet per traffic lane (notes 1 & 4)
RESIDENTIAL, ARTERIAL, & RUBBERIZED ASPHALTIC CONCRETE		
Ignition Furnace Binder Calibration	T308	1 per mix design per project (note 6)
ARTERIAL ASPHALTIC CONCRETE		
Asphalt Binder Content	T308	1 per each day's paving or 500 tons, whichever is greater
Percent <i>In-Lab</i> Air Voids @ Ndes	T269	1 per each day's paving or 500 tons, whichever is greater
Theoretical Max Specific Gravity (Rice)	T209	1 per each day's paving or 500 tons, whichever is greater

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Gyratory Density	T312	1 per each day's paving or 500 tons, whichever is greater
Sieve Analysis	T30	1 per each day's paving or 500 tons, whichever is greater
Percent <i>In-Place</i> Air Voids	T269	1 per 1,000 linear feet per traffic lane or per each day's paving, whichever is greater (notes 5 & 7)
RESIDENTIAL & RUBBERIZED ASPHALTIC CONCRETE		
Asphalt Binder Content	T308	1 per each day's paving or 500 tons, whichever is greater
Percent <i>In-Lab</i> Air Voids	T269	1 per each day's paving or 500 tons, whichever is greater
Theoretical Max Specific Gravity (Rice)	T209	1 per each day's paving or 500 tons, whichever is greater
Compaction of Marshall Specimens	T245	1 per each day's paving or 500 tons, whichever is greater
Sieve Analysis	T30	1 per each day's paving or 500 tons, whichever is greater
Bulk Specific Gravity of Marshall Specimens	T166	1 per each day's paving or 500 tons, whichever is greater
Percent <i>In-Place</i> Air Voids	T269	1 per 1,000 linear feet per traffic lane or per each day's paving, whichever is greater (notes 5 & 7)
PORTLAND CEMENT CONCRETE		
Sampling of Concrete	T141	1 per 50 cubic yards or per placement, whichever is greater
Temperature of Concrete	T309	1 per 50 cubic yards or per placement, whichever is greater
Slump	T119	1 per 50 cubic yards or per placement, whichever is greater
Making & Curing Concrete Specimens	T23	1 set of 4 cylinders per 50 cubic yards or per placement, whichever is greater
Compressive Strength of Concrete Specimens	T22	1 set of 4 cylinders per 50 cubic yards or per placement, whichever is greater
Percent Entrained Air Content	T152, T196, or T199	Where applicable, 1 per 50 cubic yards or per placement, whichever is greater
GROUT		
Sampling & Testing Grout	ASTM C1019	1 per day's construction or 5,000 square feet, whichever is greater
MORTAR		
Strength of Molded Masonry Cylinders & Cubes	ASTM C780 ANNEX A6	1 per day's construction or 5,000 square feet, whichever is greater
DECOMPOSED GRANITE		
Sieve Analysis	T27	1 per soil type or source (note 2)
PLAYGROUND SAND		
Sieve Analysis	T27	1 per soil type or source (note 2)

Note 1: Minimum testing frequency is based on passing tests only. Initial tests and retests that indicate noncompliance shall not be counted. The technician(s) performing the tests shall be present during the placement, moisturizing, and compaction of the material. The technician(s) shall provide a written description of the Contractor's activities in the compaction of the material (e.g., depth of lift, number of passes of the compactor,

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type of equipment used, how the material is reacting to compaction (pumping), level or sloped surface, how the fill material is tying in with previous material, etc.). The description will be included in the daily report.

- Note 2: The certifications for the laboratory and technicians as discussed above will be changed as follows: The testing laboratory for landscape soil must be certified by the Western States Proficiency Testing Program. The person responsible for the testing and providing recommendations must be certified as a Professional Soil Scientist by The American Society of Agronomy.
- Note 3: In-Place Density testing shall start at spring line for pipes 48 inches in diameter or less. Pipe with a diameter greater than 48 inches shall be tested in 2-foot increments from bottom of pipe. Laterals will be tested independently of the main line.
- Note 4: The testing frequency stated will be the minimum required when continuous observation is performed by the Contractor's Quality Control Personnel. When Quality Control Personnel do not directly observe the construction process, the engineer has the option to stop work and/or adjust the testing frequency. Any adjustments, which result in an increase in the testing frequency and/or lost time, shall be at no additional cost to NAIPTA.
- Note 5: The Contractor shall provide companion cored specimens at a ratio of 1:4 (one for NAIPTA to four for the contractor), subject to a minimum of one companion core for every day of paving. NAIPTA will witness the coring and reserves the option to obtain additional specimens as it deems necessary. Re-coring for deficient thickness or compaction shall be performed no later than two working days after the original specimens are obtained. All cores are to be consecutively numbered without any duplication.
- Note 6: Correction factors shall be established in strict accordance with AASHTO T308, Section 6.
- Note 7: Cores shall be obtained according to MAG 321.14 and patched according to MAG 321.14 & MAG 708.
- Note 8: For in-place density tests, the ratio of nuclear density tests to sand cone tests shall not exceed 10:1, unless otherwise approved by NAIPTA.

4.7.1.13 The Quality Control requirements contained in this section are in addition to and separate from Quality Assurance Testing, which will be performed by NAIPTA or its representative. If the Quality Assurance test results are not in agreement with the Quality Control test results, the Contractor shall have the option to retain a third party consultant for referee tests. The third party consultant shall meet the same requirements as the consultant performing the Quality Control Testing. The results of the third party shall be binding. All cost incurred by the referee testing shall be the Contractor's expense. If the Contractor elects not to retain a third party for referee testing, NAIPTA test results shall prevail.

4.7.2 Substitutions

- 4.7.2.1 Substitutions prior to bid will only be considered if in compliance with Arizona Revised Statute § 34-104.
- 4.7.2.2 Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number: Unless it is indicated in the Contract Documents that no substitutions are permitted, substitute or alternate items may be permitted, subject to the following:
- 4.7.2.3 The substitution shall be submitted by Contractor in writing to NAIPTA.
- 4.7.2.4 Contractor shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.
- 4.7.2.5 The Submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.
- 4.7.2.6 The Submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the Submittal shall include any adjustment in the Contract Time created by the substitution.

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- 4.7.2.7 Contractor, if requested by NAIPTA, shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.
- 4.7.2.8 NAIPTA will make the final decision and will notify Contractor in writing as to whether the substitution has been accepted or rejected.
- 4.7.2.9 If NAIPTA does not respond within fifteen (15) working days, Contractor shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.
- 4.7.3 Shop Drawings
- 4.7.3.1 Contractor shall prepare and submit Shop Drawings which show details of all work to insure proper installation of the Work using those materials and equipment specified under the Approved Plans and Specifications.
- 4.7.3.2 A schedule of Shop Drawing shall be submitted with the Project Schedule for NAIPTA approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications. The schedule of Shop Drawing submissions shall include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications.
- 4.7.3.3 Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:
- All working and erection dimensions.
 - Arrangements and sectional views.
 - Necessary details, including complete information for making connections between work under the Contract and work under other Contracts.
 - Kinds of materials and finishes.
 - Parts list and description thereof.
- 4.7.3.4 Each Drawing or page shall include:
- Project Name, NAIPTA Project Number and descriptions.
 - Submittal date and space for revision dates.
 - Identification of equipment, product or material.
 - Name of Contractor and Subcontractor.
 - Name of Supplier and Manufacturer.
 - Relation to adjacent structure of material.
 - Physical dimensions clearly identified.
 - ASTM and Federal Specifications references.
 - Identification of and justification for deviations from the Contract Documents.
 - Contractor's stamp, initialed or signed, dated and certifying the review of submittal, certification of field measurements and compliance with Contract.
 - Location at which the equipment or materials are to be installed.
- 4.7.3.5 Location shall mean both physical location and location relative to other connected or attached material. NAIPTA will return unchecked any submittal, which does not contain complete data on the work and full information on related matters.
- 4.7.3.6 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

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- 4.7.37 Contractor shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project site in a timely manner so as to not delay the complete performance of the work.
- 4.7.3.8 If the Shop Drawings show departures from the Contract requirements, Contractor shall make specific mention thereof in the Letter of Transmittal; otherwise review of such submittals by NAIPTA shall not constitute review of the departure. Review of the drawings shall constitute review of the specific subject matter for which the drawings were submitted and not of any other structure, material, equipment, or apparatus shown on the drawings.
- 4.7.3.9 The review of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings shall be initiated until such drawings have been reviewed and approved by NAIPTA.
- 4.7.3.10 The procedure for seeking review of the Shop Drawings shall be as follows:
- a. Contractor shall submit complete sets of Shop Drawings and other descriptive data per the procedures established by NAIPTA.
 - b. After Contractor's submittal or resubmittal of Shop Drawings, if Contractor has submitted Shop Drawings in accordance with NAIPTA-approved submittal schedule, or upon resubmission, NAIPTA shall be provided with three (3) calendar weeks for review. Should NAIPTA require additional review time above and beyond the three (3) calendar weeks, Contractor may ask for a time extension and/or monetary compensation, if they can present valid, factual evidence that actual damages were incurred by Contractor. NAIPTA shall determine the amount of the time extension and/or the monetary compensation to be awarded Contractor, if any, in accordance with NAIPTA's Policy Statement for Calculating Delays and Damages, Appendix 2.
- 4.7.4 Reuse. Any requests or proposals for reuse of materials shall be submitted and processed as provided in Section 4.7.2 above.
- 4.7.5 Long Lead Time Items. Contractor shall submit Shop Drawings, as required by the Project Manager, on all long lead items to be furnished and installed as part of the project within ten (10) days after execution of the Contract. In addition, Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved Shop Drawings. For all long lead times for which shop drawings are not required, Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.
- 4.7.6 Contractor shall be responsible for all extra costs incurred by NAIPTA caused by Contractor's failure to comply with the procedures outline above in this Section 4.7.
- 4.8 PROJECT RECORD DOCUMENTS**
- 4.8.1 During the construction period, Contractor shall maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.
- 4.8.2 Contractor shall mark these drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor shall give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

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- a. Dimensional changes to the Drawings.
- b. Revisions to details shown on Drawings.
- c. Locations and depths of underground utilities.
- d. Revisions to routing of piping and conduits.
- e. Actual equipment locations.
- f. Changes made by Change Order or Addendum.
- g. Details not on original Contract Drawings.

- 4.8.3 Contractor shall mark completely and accurately Project Record Drawing sets of Construction Documents.
- 4.8.4 Contractor shall mark Project Record Drawings sets with red erasable colored pencil.
- 4.8.5 Contractor shall note Request for Information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.
- 4.8.6 Contractor shall submit Project Record Drawing sets and Shop Drawings to NAIPTA or its representative for review and comment.
- 4.8.7 Upon receipt of the reviewed Project Record Drawings from NAIPTA, Contractor shall correct any deficiencies and/or omissions to the drawings and submit the final original of the Project Record Drawings to NAIPTA prior to Final Acceptance and as a condition of Final Acceptance.
- 4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and shall be the sole judge of acceptance of these drawings.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

- 4.9.1 Contractor warrants to NAIPTA that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.
- 4.9.2 The date noted on the Certificate of Substantial Completion shall be the beginning of the Warranty period, irrespective of early completion by some Subcontractors of their work. Contractor shall furnish extended warranties for facilities placed in service before Substantial Completion and that expire no earlier than one year beyond Substantial Completion, except as otherwise required in the Contract Documents.
- 4.9.3 Contractor's warranty obligation shall be in accordance with MAG Specifications.
- 4.9.4 In addition, unless otherwise specified in the Contract Documents, Contractor and Subcontractors shall provide to NAIPTA all applicable manufacturer warranties.
- 4.9.5 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides NAIPTA with greater warranty rights than set forth in this Section or the Contract Documents. Contractor will provide NAIPTA with all manufacturers' warranties prior to Final Acceptance.
- 4.9.6 Contractor agrees that it shall be responsible to manage and administer the correction of any Work that is not in conformance with the Contract Documents during the warranty periods set forth in Section 4.9.4 above, or during any longer periods to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by NAIPTA, shall not constitute acceptance of Work not in accordance with the Contract Documents.

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- 4.9.7 When notified of a warranty issue, Contractor shall respond in writing within 48-hours and shall perform warranty work as soon as material for said repairs are available (as judged solely by NAIPTA), and in any event Contractor shall, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in NAIPTA's written notification in accordance with the MAG Specifications. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by NAIPTA to be an emergency, NAIPTA shall notify Contractor, via the most expeditious means regarding the nature and condition of the defects. In turn, Contractor shall immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with MAG Specifications.
- 4.9.8 The time periods referenced in this Section apply only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that NAIPTA may have regarding Contractor's other obligations under the Contract Documents.
- 4.9.9 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, Contractor shall obtain and provide to NAIPTA all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. NAIPTA and the user of the facility shall have the right to the full value and benefit of all such warranties. Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section 4.9.9.
- 4.9.10 Contractor's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
- 4.10 NAIPTA'S PERFORMANCE OF NECESSARY WORK**
- 4.10.1 During construction of the Project, if Contractor fails to comply with a request of NAIPTA to perform required Work, or is unable to comply with said request, and it is necessary for NAIPTA (utilizing its own forces and/or another contractor(s)) to do work that is normally Contractor's responsibility, NAIPTA shall be entitled to bill and collect from Contractor for the full cost thereof. Each incident requiring work by NAIPTA forces shall be covered by a separate billing from NAIPTA to Contractor.
- 4.10.2 The amount of each billing for NAIPTA performed Work shall be either \$250, the actual accumulated charges for the time, materials, and equipment, or the amounts charged by outside contractor or contractors, whichever is greater. NAIPTA employees' time will be billed at each individual's hourly rate plus the applicable NAIPTA overhead rate. Any materials used will be billed at cost. Equipment rates will be based on the most recent schedule of equipment rental rates for force account work, applicable under the Contract Documents.
- 4.10.3 Contractor shall pay NAIPTA for the amount billed for NAIPTA performed work, or at NAIPTA's option, the amounts billed may be deducted from any payments due Contractor from NAIPTA.

SECTION 5 – NAIPTA RESPONSIBILITIES

5.1 NAIPTA PROJECT MANAGER AND INSPECTORS

- 5.1.1 Project Manager is responsible for providing NAIPTA-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Contract Documents.
- 5.1.2 Project Manager will also provide Contractor with prompt notice when it observes any failure on the part of Contractor to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

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- 5.1.3 NAIPTA may utilize Field Inspectors to assist Project Manager during construction in observing performance of Contractor. NAIPTA's use of Inspectors is for the purpose of assisting Project Manager and such Field Inspectors are not acting in a regulatory or any other capacity.
- 5.1.3.1 The Inspectors are authorized to inspect all Work and materials furnished. Such inspections may extend to all or part of the Work and to preparation, fabrication or manufacture of the materials to be used.
- 5.1.3.2 The Inspectors shall have the authority to issue instructions contrary to the Construction Documents if approved and coordinated with the directions of Project Manager.
- 5.1.3.3 The Inspectors shall have the authority to reject work or materials until any questions at issue can be decided by Project Manager.
- 5.1.3.4 The use of Inspectors by NAIPTA shall not make NAIPTA responsible for or give NAIPTA control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the work in accordance with Contract Documents. The Inspectors are not authorized to direct any of Contractor's activities, employees or Subcontractors.

5.2 DESIGN PROFESSIONAL SERVICES

NAIPTA may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Contract, as well as other firms hired by NAIPTA shall be furnished to Contractor. Contractor shall not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to NAIPTA and Design Professional.

5.3 NAIPTA'S SEPARATE CONTRACTORS

NAIPTA is responsible for all work performed on the Project or at the Site by Separate Contractors retained by NAIPTA. NAIPTA shall contractually require its Separate Contractors to reasonably cooperate with, and reasonably coordinate their activities so as not to interfere with Contractor in order to enable Contractor to timely complete the Work consistent with the Contract Documents. Contractor shall immediately notify the Project manager, and address the matter in the next monthly status report pursuant to Section 6.2.4, if any activities of such Separate Contractors are expected to interfere, or are interfering, with Contractor and such interference will or could result in any delay in Contractor's performance of the Work.

5.4 PERMIT REVIEW AND INSPECTIONS

- 5.4.1 If requested by Contractor, Project Manager will provide assistance and guidance in obtaining necessary reviews, permits and inspections.
- 5.4.2 The regulating agencies of NAIPTA, such as Development and Sustainability, Fire and Planning Departments, enforce Legal Requirements. The enforcement activities of NAIPTA are independent and separate from this Agreement.

5.5 PLANS AND SPECIFICATIONS TO THE CONTRACTOR

Contractor shall be provided with an electronic set of plans and specifications at no cost from NAIPTA, unless otherwise specified in the Contract or bid documents.

SECTION 6 – CONTRACT TIME

6.1 CONTRACT TIME

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- 6.1.1 The Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Section 6.4 below.
- 6.1.2 Beginning on the date of the NTP, Contractor shall begin to fulfill Contractor's obligations under the Contract. Contractor's obligations include providing NAIPTA and other agencies with any submittals required by the Project Specific Provisions, including but not limited to, an approved Project Schedule, Traffic Control Plans, and a Stormwater Pollution Prevention Plan, if required. Contractor shall submit all such required submittals before any physical construction work commences on the Site. NTP does not authorize construction work until all contract insurance, bonds, and schedules are submitted to and accepted by NAIPTA.
- 6.1.3 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.
- 6.1.4 Time is of the essence of the Contract, for the Project, for the Work, and for each phase and/or designated Milestone thereof. Specific essential dates as set for each project, work, phase, or milestone will be specified in issued Task Order(s).

6.2 PROJECT SCHEDULE

- 6.2.1 The Project Schedule shall be updated and maintained throughout the Contract Time.
- 6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by NAIPTA.
- 6.2.3 An updated Project Schedule shall be submitted monthly to NAIPTA as part of the Payment Request. The monthly submittal shall include one full size plot of the entire schedule and one computer disk containing the schedule in a format acceptable to NAIPTA. In addition Contractor shall, upon request by NAIPTA, provide a copy of all submitted schedule data on a compact disc (CD). Each CD shall be clearly labeled with the project description, scheduling program name and version number, and schedule print/data date.
- 6.2.4 Contractor shall provide NAIPTA with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.
- 6.2.5 With each Project Schedule submittal, Contractor shall include a transmittal letter including the following:
- a. Description of problem tasks, referenced to field instructions or requests for information (RFIs), as appropriate.
 - b. Current and anticipated delays including:
 - Cause of the delay.
 - Corrective action and schedule adjustments to correct the delay.
 - Known or potential impacts and their delay on other activities, milestones, and their impact on the Substantial Completion and Final Completion dates.
 - c. Changes in construction sequence.
 - d. Pending items and status thereof including but not limited to:
 - Time Extension requests;
 - Substantial Completion date status;

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- Final Completion date status.
 - e. If ahead of schedule, the number of calendar days ahead.
 - f. If behind schedule, the number of calendar days behind.
 - g. Estimated cash flow and required payments on a monthly basis for the remainder of the Project in a format required by NAIPTA to asset MISH in its financial forecasting.
 - h. Other Project or scheduling concerns.
- 6.2.6 NAIPTA's review of and response to the Project Schedule is for the purpose of: (1) NAIPTA planning and staffing for the Project as may be required from time to time; (2) ensuring Contractor's general conformance with the scheduling requirements of the Contract Documents and completion of the Project within the Contract Time; and (3) monitoring and evaluating the construction status for purposes of approving monthly progress payments. Acceptance of a submitted schedule by NAIPTA should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of Contractor. NAIPTA's review shall not relieve Contractor from compliance with the requirements of the Contract Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.
- 6.2.7 The Project Schedule shall show milestones, including milestones for NAIPTA-furnished information, and shall include activities for NAIPTA-furnished material and construction by other contractors when those activities are interrelated with Contractor activities.
- 6.2.8 The Project Schedule shall consider NAIPTA's use of portions of the Project during Contract Time and prior to Final Acceptance.
- 6.2.9 Critical Path Method (CPM)
- 6.2.9.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.
- 6.2.9.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.
- 6.2.9.3 The CPM diagram schedule shall indicate all relationships between activities.
- 6.2.9.4 The activities making the Project Schedule shall contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluation the progress of the Work. Individual activities shall not exceed thirty (30) days in length, in most cases.
- 6.2.9.5 The CPM diagram schedule shall be based upon activities, which coincide with the schedule of values.
- 6.2.9.6 The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.
- 6.2.10 Float Time
- 6.2.10.1 The total Float Time within the overall schedule is for the exclusive use of NAIPTA, but NAIPTA may approve Contractor's use of Float as needed to meet contract Milestones and the Project completion date.

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- 6.2.10.2 Contractor shall not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.
- 6.2.11 NAIPTA-Caused Delays. NAIPTA-caused delays on the Project, if any, may be offset by NAIPTA-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests and credit changes which result in savings of time to Contractor, etc.) In such an event, Contractor shall not be entitled to receive a time extension or delay damages until all NAIPTA-caused time savings are exceeded and the Contract Time is also exceeded.
- 6.2.12 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. No time extension will be granted in the Project Schedule unless the rainfall during the construction of Work is unusually severe, was not reasonably anticipated, and the total rainfall was significantly in excess of the normal rainfall for the Project Site location. Normal rainfall for the Project will be determined from the 10-year average rainfall for the Site as measured by the National Oceanic and Atmospheric Administration or comparable source of reliable information for rainfall in the City, Town, or locale where the Project is located in Arizona. In addition, the excessive rainfall must have actually impacted Work activities on the Critical Path and caused delay beyond any remaining Float at the time of the rain-caused delay. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor. All other provisions in the Contract Documents relating to claims, including without limitation notice requirements, apply to any claim by Contractor for a rain delay.
- 6.2.13 NAIPTA's Policy Statement for Calculating Delays and Damages, Appendix 2 to these General Conditions, shall apply to all claims of delay and/or delay damages.

6.3 SUBSTANTIAL COMPLETION

- 6.3.1 When Contractor considers that the Work, phase or a portion thereof, which NAIPTA agrees to accept separately, is substantially complete, Contractor, in conjunction with the Inspector, shall prepare and submit to the Project Manager a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents.
- 6.3.2 Upon receipt of Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Project Manager may, at Project Manager's sole option, be assisted in such inspection by the Design Professional for the Project. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that NAIPTA can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager. In such case, Contractor shall then submit a request for another inspection by Project Manager to determine Substantial Completion.
- 6.3.3 Certificate of Substantial Completion.
The Project Manager shall not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by NAIPTA for its

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intended purpose, opening to the general public, full occupancy or use by NAIPTA (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and/or all areas serving the general public, as applicable, shall be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the Project Manager, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from NAIPTA for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event shall Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same shall have also been approved and accepted by NAIPTA, subject only to the Punch List Items. The warranty period begins on Substantial Completion date noted in the Certificate of Substantial Completion.

- 6.3.4 If requested by NAIPTA, Contractor shall complete and turn-over to NAIPTA the Project on a phased basis. Each phase shall have a separate inspection by the Project Manager, a Punch List generated, and then an inspection by NAIPTA with final approval and acceptance only after the Project Manager's Punch List.

6.4 FINAL ACCEPTANCE AND FINAL COMPLETION

- 6.4.1 Unless otherwise expressly agreed to in writing by NAIPTA, Final Completion must be obtained by no later than 30 calendar days after the date of Substantial Completion. Failure to timely obtain Final Completion will be a material breach of the Contract.
- 6.4.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, NAIPTA and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued and Final Completion shall not occur until all items of work, including Punch List Items, have been completed to NAIPTA's satisfaction as reflected in the written Final Acceptance.
- 6.4.3 Final Payment under Section 8.4 below shall not be due, owing, or paid by NAIPTA until Final Completion is obtained.

6.5 CONTINUATION OF WORK

- 6.5.1 Permitting Contractor to continue and finish the Work or any part of it after the time fixed for its completion (whether milestone, phase, Substantial Completion or Final completion) or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by NAIPTA of any rights under the Contract Documents, law or equity.
- 6.5.2 Furthermore, the timely completion of the Work being of the utmost importance under the Contract, notwithstanding the existence of one or more disputes between the parties concerning the scope of the Work, the Project Schedule, Contract Time, payments or any other matter, and further notwithstanding a party's invocation of the Dispute Resolution provisions specified in Appendix 7 of these General Conditions, unless

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NAIPTA suspends the Contract or Contractor's performance pursuant to Section 10.1 of these general Conditions, Contractor will continue to prosecute the Work, including any Change Order work or Extra Work Orders, in a diligent and timely manner and not stop, slow down or impede by action or inaction the progress of the Work, including commencing performance of and thereafter completing any additional work called out in any Change Order or Extra Work Order issued by Project Manager with the approval of NAIPTA, so long as NAIPTA makes payment to CMAR in accordance with Section 8 of these General Conditions.

SECTION 7 – CONTRACT PRICE

7.1 FIXED PRICE CONTRACTS

7.1.1 The Contract Price for all Fixed Price Contracts shall be the amount set forth in the Contract.

7.1.2 The Contract price may only be changed as set forth in Section 9 below.

7.2 UNIT PRICE CONTRACTS

7.2.1 The Contract Price for all Unit Price Contracts shall be the amount set forth in the Contract or Change Order multiplied by the verified quantity provided.

7.2.2 Measurements of quantities to determine the total Contract Price shall be in accordance with MAG Specification §§ 109.1 and 109.2.

7.2.3 The Unit Price may only be changed as set forth in Section 9 below.

7.3 COST BASED CONTRACTS (GMP OR TIME AND MATERIALS)

The Contract Price for all Contracts based upon payment of the Cost of the Work plus a Fee with a GMP or time and materials shall be subject to the provisions of Section 15.2 below.

7.4 CHANGE ORDERS

7.4.1 Fixed Price Change Orders: The Change Order Price for all Fixed Price Change Orders shall be the amount agreed to in the Change Order.

7.4.2 Cost Plus Change Orders: The Change Order Price for all Change Orders which are agreed to based upon a Cost Plus basis, will be determined in accordance with Section 15.2 below.

7.4.3 Unit Price Change Orders: The Change Order Price for all Unit Price Change Orders shall be the amount set forth in the Change Order multiplied by the verified quantity provided.

7.4.4 Measurements of quantities to determine the total Change Order Price shall be in accordance with MAG specifications §§ 109.1 and 109.2.

7.4.5 The Unit Price may only be changed as set forth in Section 9 below.

7.4.6 MAG Specification § 109.4.1 is modified as follows:

Before § 109.4.1, the following is added:

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Any deduction or increase in the Contract Price must be supported by a signed, written Change Order fully executed by NAIPTA, and supported by such backup as the Project Manager may require. No adjustments in any Unit Prices will be allowed.

Sections 109.4.1(A) and (B) and 109.4.2(A) are deleted in their entirety.

7.5 TAXES

Contractor is required to pay all taxes applicable to any contracting activity done for NAIPTA, and this cost shall be included in all Contract Prices.

SECTION 8 – PAYMENT

8.1 PAYMENT FOR PRE-CONSTRUCTION SERVICES

Payments for Pre-Construction Services, if any, will be made pursuant to Section 17.8 below.

8.2 PAYMENT FOR CONSTRUCTION SERVICES

8.2.1 Payment for the Work will be made in accordance with MAG Standard Specification § 109 as amended below.

8.2.2 In MAG Standard Specifications Section 109.7 (A), replace the first paragraph of the subsection with the following:

NAIPTA will make monthly progress payments during the course of the contract. The payments (estimates of work completed) will be prepared by Contractor on forms provided by NAIPTA, and approved by Project Manager in accordance with Section 8.2.2 of the General Conditions. The payment cycle will start with the date of the Notice to Proceed. NAIPTA may process payments more frequently if requested by Contractor and agreed to in writing by NAIPTA.

8.2.2.1 The payment process functions as follows: Prior to the payment cycle date, Contractor shall send a Contractor Payment Request Form to Project Manager. The Project Team shall review the Contractor Payment Request Form and agree upon any necessary adjustments. Contractor shall certify the final Contractor Payment Request Form by signing and returning to the Project Manager. When approved by the Project Manager, the progress payment shall be processed for payment of any approved amounts within fourteen (14) days (except final payments).

8.2.2.2 Payments shall be made pursuant to A.R.S. § 34-609.

8.2.2.3 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-609(B)(3), subject to all of NAIPTA's rights to withhold or offset payments, and/or other rights of NAIPTA, under the Contract.

8.2.2.4 NAIPTA reserves the right under A.R.S. § 34-609(B)(3) to reinstate the ten percent (10%) retention if NAIPTA determines that satisfactory progress is not being made.

8.2.3 The second, third, and fourth paragraphs of MAG Standard Specification § 109.7 shall remain as written.

8.3 PAYMENT UPON SUBSTANTIAL COMPLETION

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8.3.1 No payment will be made upon Substantial Completion, except for a regularly-scheduled monthly progress payment, as allowed by Section 8.2.2.

8.3.1.1 No further payments will be made to Contractor until Final Completion.

8.4 FINAL PAYMENT

8.4.1 Subject to all of NAIPTA's rights to withhold or offset payment, and other rights under the Contract, Final Payment including remaining retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by NAIPTA; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contract Documents), plans and specifications have been delivered to NAIPTA, as specified in this Section 8.4; (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered by Contractor to NAIPTA; (iv) all conditions and requirements imposed by NAIPTA or any financing entity for the corresponding disbursement have been met; and (v) Contractor delivers to NAIPTA a Contractor Payment Request Form requesting Final Payment.

8.4.2 Contractor shall also submit a signed copy of Contractor's Affidavit Regarding Settlement of Claims, Appendix 4 to these General Conditions, prior to Final Payment.

8.4.3 In addition, if required under the Project Specific Conditions, Contractor shall compile a complete equipment list and maintenance manual to be submitted to NAIPTA as a precondition to Final Payment. The list shall include the following items for all equipment supplied under the Plumbing, Electrical, Air Conditioning, Elevator, and other Special Equipment Specifications.

- a. Name, Model and Manufacturer.
- b. Complete parts lists and drawings.
- c. Local source of supply for replacement parts along with suppliers' telephone numbers.
- d. Local service organizations serving the equipment and their telephone numbers.
- e. All tags, inspection slips, instruction packages, etc., removed from equipment shall be properly identified as to pieces of equipment from which they were taken.

8.4.4 Contractor shall also deliver to NAIPTA not less than five (5) days prior to Final Completion of the Work one (1) digital (in the format specified by NAIPTA), and if requested by NAIPTA, one (1) hard copy, of any applicable Maintenance manuals. Each manual shall include all manufacturer's operation and maintenance instructions and "as-built" drawings with the list herein specified. It shall also include all other diagrams and instructions necessary to properly operate and maintain the equipment, the name, address and telephone number of Contractor and all Subcontractors involved.

8.5 NAIPTA'S RIGHT TO WITHHOLD PAYMENT

NAIPTA may withhold payment to such extent as may be necessary in NAIPTA's opinion to protect NAIPTA from loss for which Contractor is responsible, including, without limitation, if any of the following conditions exist:

8.5.1 Defective Work not remedied;

8.5.2 Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to NAIPTA is provided by Contractor;

8.5.3 Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

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- 8.5.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- 8.5.5 Damage to NAIPTA or another Contractor.
- 8.5.6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual for the anticipated delay;
- 8.5.7 Failure to carry out the Work in accordance with the Contract Documents; or
- 8.5.8 Contractor is in default of any of its other obligations under the Contract Documents.
- 8.6 JOINT/DIRECT CHECKS**
Payments to Contractor may be made by checks payable jointly to Contractor and its employees, agents, subcontractors and suppliers, or any of them, and when in the sole opinion of NAIPTA it is advisable, payments may be made directly to Contractor's Subcontractors and any amount so paid shall be deducted from the amounts owed to Contractor under the Contract.
- 8.7 PAYMENT NOT A WAIVER**
No payment (nor use or occupancy of the Project by NAIPTA) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of NAIPTA.
- 8.8 LIENS AND BOND CLAIMS**
Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as NAIPTA may require. Contractor shall pay when due all claims arising out of performance of the Work covered by the Contract for which a lien may be filed either against the real estate or leasehold interest of NAIPTA, or against payments due from NAIPTA to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of NAIPTA, against payment due from NAIPTA to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of the Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless NAIPTA from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.
- 8.9 FINANCIAL RECORD KEEPING AND NAIPTA'S AUDIT RIGHT**
- 8.9.1 Records for all Contracts between NAIPTA and Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Such audits may be performed by any NAIPTA's representative or any outside representative engaged by NAIPTA for the purpose of examining such records. NAIPTA or its designee may conduct such audits or inspections throughout the term of the Contract and for a period of five years after Final Payment or longer if required by law. NAIPTA's representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, subcontractors, and vendors.

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- 8.9.2 Contractor's "records" shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in NAIPTA's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to NAIPTA or the Project in connection with Contractor's dealings with NAIPTA or the Project (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:
- a. Compliance with Contract requirements for deliverables;
 - b. Compliance with approved Plans and Specifications;
 - c. Compliance with § 14.9 below;
 - d. Compliance with Contract provisions regarding the pricing of Change Orders;
 - e. Accuracy of Contractor representations regarding the pricing of invoices; and/or
 - f. Accuracy of Contractor representations related to claims submitted by Contractor or any of their employees.
- 8.9.3 Contractor shall require all payees (examples of payees include Subcontractors, Suppliers, Insurance Carriers, etc.) to comply with the provisions of this Section by including the requirements hereof in a written Contract Agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in the Contract included in their contracts with Contractor.
- 8.9.4 NAIPTA's authorized representative(s) (including, without limitation, Project Manager) shall have reasonable access to Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of the Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.
- 8.9.5 If an audit inspection or examination in accordance with this article, discloses overpricing or overcharges to NAIPTA (of any nature) by Contractor and/or Contractor's Subcontractors in excess of \$100,000 in addition to making adjustments for the overcharges, the reasonable actual cost of NAIPTA's audit shall be reimbursed to NAIPTA by Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of NAIPTA's findings to Contractor.
- 8.9.6 In addition to the normal paperwork documentation Contractor typically furnishes to NAIPTA, Contractor agrees to furnish, upon written request from NAIPTA, any of the documentation necessary for NAIPTA to exercise its audit rights under this Section 8.9 in computer readable file formats (Word, Excel, or .pdf), as NAIPTA may designate.
- 8.9.7 NAIPTA, its authorized representative, and/or the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at NAIPTA's discretion, within five (5) years of Final Acceptance of the Work.

SECTION 9 – CHANGES TO THE CONTRACT

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9.1 EXTRA WORK/CHANGES IN THE WORK

- 9.1.1 NAIPTA reserves the right to make such changes in the plans and specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order shall be deemed a part of the Contract as if originally incorporated herein.
- 9.1.2 In the event NAIPTA and Contractor cannot agree on the terms of a Change Order, or when circumstances otherwise require, the Project Manager has the authority to direct the Contractor to perform extra work, if the work in question is an item not provided for in the Contract as awarded. The Project Manager shall have the authority to determine, based upon factual evidence presented by the Contractor, whether the work in question is an item not provided for in the Contract as awarded. Upon receipt of the Project Manager's directions to perform extra work, the Contractor shall promptly proceed with the extra work and document the actual cost thereof. Contractor's right to payment for extra work shall be determined under subsection 9.1.4(d) below. The Contractor is responsible to manage the extra work to ensure that the price limits are not exceeded. Contractor shall perform the extra work and submit documentation for the actual cost of the extra work to NAIPTA. A Change Order will be issued to cover this work.
- 9.1.3 Contractor shall not be entitled to payment for extra work unless a written Change Order, in form and content prescribed by NAIPTA, has been executed by NAIPTA. On all requests for Change Orders, Contractor shall specify the increased and/or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order. If extra work is performed under subsection 9.1.2 above, a corresponding Change Order shall be prepared, approved and processed by NAIPTA before payment can be made to Contractor.
- 9.1.4 In general, pricing for Change Orders shall include the same mark-up percentages that were in effect when the Contract was awarded. The cost or credit to NAIPTA resulting from a change in the Work is subject to Appendix 2 (Policy Statement for Calculating Delays and Damages) and shall be determined, based on the type of pricing for the Contract involved, as follows:
- a. by mutual acceptance of a lump sum properly itemized in a form acceptable to NAIPTA;
 - b. by unit prices stated in the Contract Documents;
 - c. when NAIPTA determines that a Unit Price Book Job Order associated with a Job Order Contract requires a Change Order, by using the same Total Cost Data and CCI that are in effect when the Change Order is anticipated to be issued; or
 - d. by actual cost and a percentage fee covering overhead and profit, as follows:
 - (i) Contractor shall perform the extra work and be compensated for actual cost of labor, materials and equipment.
 - (ii) Contractor shall have the right to add the fee percentage applicable to the Work under the Contract, or if no such fee has been agreed to by the parties, not more than five percent (5%) to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage shall include all of Contractor's charges for overhead, profit, administration and supervision.
 - (iii) Contractor shall have the right to add the fee percentage applicable to Work under the Contract for self-performed extra work, or if no such fee has been agreed to by the parties, Contractor's maximum total allowable additions for overhead, profit, administration and supervision shall not exceed ten percent (10%) of actual verifiable labor, materials and equipment for such self-performed extra work.
- 9.1.5 Any agreement which modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

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9.2 ACCURACY OF CHANGE ORDER PRICING INFORMATION

- 9.2.1 Subject to §§ 9.2.2 through 9.2.4, signature by the contracting parties shall constitute full accord and satisfaction between NAIPTA and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Contract agreed to in writing.
- 9.2.2 **Accurate Change Order Pricing Information:** Contractor agrees that it is responsible for submitting accurate cost and pricing data to NAIPTA to support its Fixed Price, Unit Price, and/or Cost Plus Change Order Proposals or other Contract price adjustments under the Contract. Contractor further agrees to submit Change Order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the Contract with respect to pricing of change orders. Contractor agrees that any “buy-out savings” on Change Orders shall accrue 100% to Owner. “Buy-out savings” are defined as any savings negotiated by the Contractor with a Subcontractor or a Material Supplier after receiving approval of a Change Order amount that was designated to be paid to a specific Subcontractor or Supplier for the Approved Change Order work.
- 9.2.3 **Right to Verify Change Order Pricing Information:** Contractor agrees that NAIPTA, through its designated representative, will have the right to examine, copy, and scan the records of the Contractor, Subcontractor or Sub-Subcontractor’s records (during the Contract period and up to three years after final payment is made on the Contract) to verify the accuracy and appropriateness of the pricing data used to price all Change Order proposals and/or claims. Contractor agrees that if NAIPTA determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the Contract regarding pricing of Change Orders, an appropriate Contract Price adjustment will be made. Such post-approval Contract Price adjustments will apply to all levels of contractors and/or Subcontractors and to all types of Change Order proposals, specifically including Fixed Price, Unit Price, and Cost Plus Change Orders.
- 9.2.4 **Requirements for Detailed Change Order Pricing Information:** Contractor agrees to provide a detailed breakdown of allowable labor and labor burden cost (i.e., base wage rate of applicable classifications of workers, payroll taxes, and insurance and benefits costs). This information will be used to evaluate the potential cost of labor and labor burden related to Change Order work. It is intended that this information represent an accurate estimate of the Contractor’s actual labor and labor burden cost components. Information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order work. The accuracy of any such agreed upon labor rate cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

9.3 EMERGENCIES

In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract price and/or Contract Time resulting from emergency work shall be determined as provided in this Section.

9.4 DIFFERING SITE CONDITIONS

If Differing Site Conditions are encountered at the Project Site, then notice by the observing party shall be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than fourteen (14) days after first observance of the conditions. NAIPTA will promptly investigate such conditions and, if NAIPTA determines that Differing Site Conditions exist and they materially cause an increase in the cost of, or time required for, performance of any part of the Work, Contractor will be

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entitled to equitable adjustment in the Contract Price or Construction Schedule (and other time requirements), or both. If it is determined by NAIPTA that the conditions at the Project Site are not Differing Site Conditions and no change is justified, then NAIPTA shall so notify Contractor in writing, stating the reasons. Claims in opposition to such determination must be made within fourteen (14) days after NAIPTA has given notice of its decision. If NAIPTA and Contractor cannot agree on an adjustment in the Contract price or Construction Schedule (and other time requirements), the adjustment shall be submitted to dispute resolution as provided these General Conditions.

9.5 **CHANGES IN LAWS, REGULATIONS, OR LEGAL REQUIREMENTS OR TAXES**

In the event of a material change in applicable Laws, Regulations, or Legal Requirements, or taxes subsequent to the date of the Contract by the parties, Contractor may be entitled to a Change Order, in NAIPTA's discretion, to the extent Contractor can document to the satisfaction of NAIPTA that such change significantly increases Contractor's actual cost of performance of the Work.

SECTION 10 – SUSPENSION AND TERMINATION

10.1 **SUSPENSION**

NAIPTA may suspend the Contract and/or Contractor's performance in accordance with MAG Specification § 105.1 and 108.7.

10.2 **TERMINATION BY THE CONTRACTOR**

If NAIPTA fails to make payment of any undisputed amounts within thirty (30) days after such payment is due, then following ten (10) days' prior written notice to NAIPTA during which time the outstanding and undisputed amount remains unpaid, Contractor may terminate the Contract and recover from NAIPTA payment for Work actually executed and for actual, proven loss with respect to materials, equipment, tools, construction equipment and machinery, including any associated Contractor's Fee, General Conditions Costs and actual damages incurred by Contractor solely as a result of such termination and not capable of mitigation. Under no circumstances shall NAIPTA have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

10.3 **TERMINATION BY NAIPTA FOR CAUSE**

10.3.1 MAG Specifications § 108.11 applies to the Contract.

10.3.2 NAIPTA may also terminate the Contract if NAIPTA determines, in its sole discretion that Contractor has:

- a. Refused or failed to supply enough properly skilled workers or proper materials;
- b. Failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
- c. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- d. Otherwise breached a provision of the Contract Documents or any other contract between NAIPTA and Contractor.

10.3.3 When any of the above reasons exist, NAIPTA may terminate the Contract, without prejudice to any other rights or remedies of NAIPTA, after giving Contractor and Contractors' surety, if any, seven (7) days' prior written notice of NAIPTA's intent to terminate the Contract and Contractor's failure to cure any such reasons. Upon such termination, NAIPTA may: (1) take possession of the Site and of all materials thereon owned by Contractor; and/or (2) finish the Work by whatever reasonable method NAIPTA may deem

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expedient. When NAIPTA terminates the Contract for one of the reasons state above, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by NAIPTA, such excess shall be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor shall pay the difference to NAIPTA. This obligation for payment shall survive termination of the Contract.

10.4 **TERMINATION BY NAIPTA FOR CONVENIENCE**

NAIPTA may also terminate the Contract at any time for its convenience upon seven (7) days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, NAIPTA shall pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from NAIPTA to Contractor.

10.5 **A.R.S. § 38-511**

The Contract is subject to, and may be terminated by NAIPTA in accordance with, the provisions of A.R.S. § 38-511.

10.6 **NON-APPROPRIATION**

NAIPTA is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If NAIPTA determines that it does not have funds to meet its obligations under the Contract, NAIPTA shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project. In the event of such termination, NAIPTA agrees to provide written notice of its intent to terminate thirty (30) days prior to the slated termination date.

10.7 Upon any termination of the Contract, no further payments shall be due from NAIPTA to Contractor unless and until Contractor has delivered to NAIPTA any and all documentation required to be maintained by Contractor or provided by Contractor to NAIPTA and all Confidential Information related to the Project. Under no circumstances shall NAIPTA have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

SECTION 11 – INSURANCE AND BONDS

11.1 **INSURANCE REQUIREMENTS**

11.1.1 Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in Exhibit D of the Contract.

11.1.2 NAIPTA may choose to utilize an Owner Controlled Insurance Program (OCIP) for the Project. If an OCIP is utilized for the Project, the insurance requirements set forth in this Section 11.1 and Exhibit D of the Contract shall be amended to incorporate the provisions of the OCIP, and Contractor agrees to comply with the terms of the OCIP.

11.1.3 NAIPTA may in the Contract Documents designate additional insured(s) along with NAIPTA (and their respective employees, members, representatives, agents and affiliates) on all required insurance policies, other than Employer's Liability, Workers Compensation, and Professional Liability Insurance, and all coverage applicable to NAIPTA under this Section 11.1 and Exhibit D shall apply to such designated additional insured(s) as well.

Commented [CI1]: AECOM Comment: Can NAIPTA identify the additional insureds now? If not by name, could NAIPTA identify the potential additional insureds by category, such as "governmental affiliates of NAIPTA"? AECOM's concern is with the open-ended nature of the provision since the Contract Documents (as defined) include Job Orders and Change Orders that will be issued after execution of the main contract; we need to know at the outset who might be included as an additional insured.

Commented [HD2R1]: We can better identified partners or other responsible.

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11.1.4 Verification of Coverage

- 11.1.4.1 Contractor shall furnish NAIPTA with the most recent ACORD® Certificate of Liability Insurance form with additional insured endorsements as required under Exhibit D of the Contract.
- 11.1.4.2 All certificates and endorsements are to be received and approved by NAIPTA before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the durations required in this Section. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Contract.
- 11.1.4.3 All certificates required by this Agreement shall be sent directly to Project Manager. NAIPTA Project/Contract Number and Project description shall be noted on the ACORD® Certificate of Liability Insurance form.
- 11.1.5 Subcontractors. Subcontractors shall either provide to NAIPTA certificate(s) of insurance evidencing satisfaction of the minimum insurance requirements set forth in the Contract Documents, or Contractor's certificate(s) shall include all Subcontractors as additional insureds under its policies or Contractor shall furnish to NAIPTA separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements set forth in the Contract Documents, including Exhibit D of the Contract.

11.2 BONDS AND OTHER PERFORMANCE SECURITY

- 11.2.1 To the extent required under the Contract Documents, and on an individual Job or Task Order basis, applicable statutes, regulations, and/or funding, prior to execution of the Contract, Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Job or Task Order Price.
- 11.2.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.
- 11.2.3 The bonds shall be made payable and be acceptable to NAIPTA. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, *et. Seq.*, as in Appendix 5 and 6 of these General Conditions, respectively.
- 11.2.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 11.2.5 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the "Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.
- 11.2.6 Personal or individual bonds are not acceptable.

SECTION 12 – INDEMNIFICATION

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- 12.1** To the fullest extent permitted by law, Design Professional or Contractor, its successors, assigns, and guarantors, shall indemnify and hold harmless NAIPTA, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Design Professional, Contractor, or other persons employed or used by Design Professional or Contractor in the performance of the Contract
- 12.2** If court of law determines that this section is void under A.R.S. § 34-226 because a word, words, or phrase in this section makes this section void under A.R.S. § 34-226, then such word, words, or phrase (as applicable) shall be deemed to be stricken to the extent necessary so that this section is not void under A.R.S. § 34-226 and the remaining obligations shall remain in full force and effect; and the language of this section shall be retroactively reformed to the extent reasonably possible in such a manner so that the reformed language provides essentially the same rights and benefits to the fullest extent permitted by A.R.S. § 34-226(B).

SECTION 13 – DISPUTE RESOLUTION

- 13.1** All disputes arising out of or relating to the Contract, the Work or the Project shall be resolved pursuant to the Dispute Resolution process set forth in this Section 13, and not pursuant to MAG Specifications § 110.
- 13.1.1** All of the time limits set forth in this Section 13 shall be strictly enforced and failure to comply will constitute a waiver on the part of this Contractor of the process set forth under this Section 13, unless NAIPTA agrees in writing to allow the process to proceed as set forth below.
- 13.1.2** Failure by Contractor to strictly comply with the time limits set forth in this Section 13 shall start accrual of the claim for purposes of all applicable Arizona statutes, statutes of limitations and notice of claim statutes, including without limitation A.R.S. §§ 12-821 and 12-821.01.

13.2 INFORMAL DISPUTE RESOLUTION

Subject to the provisions of Section 6.1.4, the parties to the Contract agree that time is of the essence in relation to performance of the Contract and completion of the Project, therefore any and all disputes in relation to the Contract will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution, and in no event more than five (5) days after the dispute arises. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative (DRR) process set forth below, which is intended to be an expedited process.

13.3 DISPUTE RESOLUTION REPRESENTATIVE (DRR) PROCESS

- 13.3.1** The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project (Claim or Claims) shall, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the DRR Process).
- 13.3.2** The DRR Process shall be initiated through service of a DRR Notice as set forth below:
- 13.3.2.1** For claims by the Contractor or the Design Professional, the DRR Process shall be initiated by the party asserting the claim serving written notice on NAIPTA setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project; (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim,

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and how they are involved; (v) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim.

- 13.3.2.2 For claims by NAIPTA, the DRR process will be initiated by NAIPTA providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested.
- 13.3.2.3 The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.
- 13.3.3 The other parties shall respond in writing to the DRR Notice (DRR Response) within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.
- 13.3.4 The designated Dispute Resolution Representatives for the Parties to the claim shall then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.
- 13.3.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.
- 13.3.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.
- 13.3.7 Unless otherwise designated in a written notice to the other parties, the Project Manager and the representatives of the Contractor and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.
- 13.3.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing and shall be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

13.4 MEDIATION

- 13.4.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to § 13.3.5 above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.
- 13.4.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Maricopa County Superior Court to appoint a mediator. The mediation shall occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

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- 13.4.3 The qualifications for the mediator shall be that they be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.
- 13.4.4 Each party shall provide to the other party and the mediator all of the information and documentation required under 13.3.2.1 and 13.3.2.2 above, together with any additional information and documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.
- 13.4.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Phoenix, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

13.5 ARBITRATION

- 13.5.1 If the mediation is unsuccessful, within ten (10) days of the unsuccessful mediation, by written notice of arbitration the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administrated or conducted by the AAA, which arbitration shall be held in Maricopa County, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.
- 13.5.2 If (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed and the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.
- 13.5.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.
- 13.5.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.
- 13.5.5 In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.
- 13.5.6 The prevailing party in any arbitration or court proceeding under this Agreement shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.
- 13.5.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

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- 13.5.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.
- 13.5.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.
- 13.5.10 Any award by the arbitrator shall not include any consequential or punitive damages.
- 13.5.11 The award entered by the arbitrator shall be a reasoned award.
- 13.5.12 The award entered by the arbitrator shall be final and judgment may be entered thereon in the Arizona Superior Court.

13.6 CONTINUATION OF WORK DURING DISPUTE RESOLUTION

Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations under the Contract until such dispute is resolved.

13.7 RIGHT TO FILE SUIT FOR INJUNCTIVE RELIEF

Notwithstanding any other provision in the Contract, NAIPTA has the right to immediately file in court and pursue an action for a temporary restraining order and/or injunctive relief against Contractor if NAIPTA determines that such action is necessary to protect its interests under the Contract, to obtain specific performance of any provision of the Contract, to advance the completion of the Project, or to protect health, welfare and/or safety, including without limitation, an action of an order directing Contractor to continue or return to construction the Work under the Contract.

SECTION 14 – MISCELLANEOUS PROVISIONS

14.1 CONTRACT DOCUMENTS

- 14.1.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.
- 14.1.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence as follows from highest to lowest: Change Orders, Addenda, Contract/Job Order/**Task Order**, Project Specific Provisions, General Conditions, Specifications, Drawings, NAIPTA Amendments to MAG Standard Specifications and NAIPTA Standard Details, and MAG Uniform Standard Specifications and Details for Public Works Construction.
- 14.1.3 On the drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small-scale drawings.
- 14.1.4 The headings used in this Agreement or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

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14.1.5 The Contract Documents form the entire agreement between NAIPTA and Contractor. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

14.1.6 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

14.2 **COOPERATION AND FURTHER DOCUMENTATION**

Contractor agrees to provide NAIPTA such other duly executed documents as shall be reasonably requested by NAIPTA to implement the intent of the Contract Documents.

14.3 **ASSIGNMENT**

Neither Contractor nor NAIPTA shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.4 **SUCCESSORS**

Contractor and NAIPTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.5 **NO THIRD PARTY BENEFICIARY**

Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than NAIPTA and Contractor, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of NAIPTA and Contractor and not for the benefit of any other party, unless otherwise expressly set forth in the Contract Documents.

14.6 **GOVERNING LAW AND VENUE**

The Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any court action to enforce any provision of the Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

14.7 **SEVERABILITY**

If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the affected provision, the remainder of the Contract Documents, and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

14.8 **LEGAL REQUIREMENTS**

At all times relevant to its entry into the Contract and performance of the Services and/or the Work, Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to NAIPTA, the Project, and the Contract, including, without limitation, those set forth on Exhibit C of the Contract.

14.9 **CONFLICT OF INTEREST**

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- 14.9.1 Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of the Contract. Further, Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if Contractor gains such interest during the course of the Contract. If Contractor gains financial or economic interest in the Project during the course of the Contract, this may be grounds for terminating the Contract. Any decision to terminate the Contract shall be at the sole discretion of NAIPTA.
- 14.9.2 Contractor shall not engage the services on the Contract of any present or former NAIPTA employee who was involved as a decision maker in the selection or approval processes, or who negotiated and/or approved billings or Contract Modifications for the Contract.
- 14.9.3 Contractor agrees that it shall not perform services on this Project for a Contractor, Subcontractor, or any Supplier, not covered under the Contract.
- 14.10 INDEPENDENT CONTRACTOR**
- Contractor is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give NAIPTA the right to direct Contractor as to the details of accomplishing the Work or to exercise a measure of control over the Work means that Contractor shall follow the wishes of NAIPTA as the results of the Work only. These results shall comply with all applicable laws and ordinances.
- 14.11 CONFIDENTIALITY**
- 14.11.1 Contractor, for the benefit of NAIPTA, hereby agrees it will not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, any statement regarding, or any other public announcement or disclosure or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the specific terms and conditions of this Agreement or any comment relating to the Project or the site. Notwithstanding the foregoing, Contractor shall be entitled to disclose the terms of the Agreement to the extent required by law or in the course of enforcing or defending a claim or action hereunder. Contractor shall give NAIPTA reasonably prompt notice of any disclosure or statement made pursuant to this provision.
- 14.11.2 Before commencing any Work or Services, Contractor, Design Professional, all subcontractors, suppliers, consultant and/or other provider and their employees working at NAIPTA sites or projects will be required to agree to and execute NAIPTA Acknowledgement of Confidentiality and/or such other documents ensuring the confidentiality of information and records as NAIPTA shall require.
- 14.12 SURVIVAL**
- All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Agreement.
- 14.13 COVENANTS AGAINST CONTINGENT FEES**
- Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of NAIPTA Board, or any employee of NAIPTA has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, NAIPTA shall have the right to annul the Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- 14.14 NO WAIVER**

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The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.15 NONEXCLUSIVE REMEDIES

The remedies set forth in the Contract are cumulative and not exclusive, and failure to exercise any remedy (including, without limitation, any right to terminate) shall not preclude any party from exercising any other right in seeking any other remedy available to it at law or in equity.

14.16 PROJECT COMMUNICATIONS

14.16.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract. NAIPTA may change the designated Project Manager and, subject to Section 4.4.14 of these General Conditions, Contractor may change Contractor Representative, by written notice to the other.

14.16.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative, but e-mail communications are not binding upon NAIPTA and cannot change the terms of the Contract or the scope of work, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

14.16.3 Unless otherwise provided herein, formal demands and or notices under the Contract shall be in writing and shall be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follow:

To NAIPTA:	Project Manager
To Contractor:	Contractor's Representative for the Contract

14.17 CONTRACTOR EVALUATION

Contractors are hereby advised that NAIPTA has a Contractor Evaluation Program. To determine which Contractors are meeting their construction obligations, the evaluation may include the following items.

Quality of Construction; Quality of Project Supervision; Adherence to Contract Time, and Construction Schedule; Cooperation and Coordination with NAIPTA Forces and Other Contractors Working in Project Areas; Use and Coordination of qualified Subcontractors and Suppliers.

NAIPTA will not provide or complete any Contractor evaluation form.

14.18 DRUG FREE WORKPLACE PROGRAM

14.18.1 NAIPTA has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with NAIPTA, to ensure the safety and health of employees working on NAIPTA Projects. This program applies to all Contracts with Contract amount of \$25,000.00 or more.

14.18.2 Contractor shall require a drug free workplace for all employees working under the Contract. Specifically, all employees of Contractor who are working under a Contract with NAIPTA shall be notified, in writing,

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by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

14.18.3 Failure to require a drug free workplace in accordance with NAIPTA's policy may result in termination of the Contract and possible debarment from bidding on future NAIPTA projects.

SECTION 15 – PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED CONTRACTS, CHANGE ORDERS, AND JOB/TASK ORDERS

Note: The provisions in this Section 15 only apply to Contracts or Change Orders involving Guaranteed Maximum Price (GMP) or Cost-Based Pricing.

15.1 ADDITIONAL DEFINITIONS

The definitions set forth in Sections 2 apply to GMP and Cost-Based Contracts, Change Orders, and Job/Task Orders, together with the additional definitions set forth below.

Allowance – A specific amount for a specific item of Work, if any, that NAIPTA agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of NAIPTA) at the time the Contract Price is agreed to for Contractor to provide a definitive price. Allowances shall be treated in accordance with Section 15.3 of these General Conditions.

Baseline Cost Model – A breakdown and estimate of the scope of the Project developed by CMAR pursuant to Section 17.5.1 of these General Conditions.

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

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

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

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

Cost-Based Contract, Change Order, or Job/Task Order – A Contract, Change Order, or Job/Task Order where the Contract Price is based upon the actual cost of performing the Work, subject to the terms of the Contract Documents, including this Section 15. These would include those generally referred to as “Cost of the Work plus a Fee with a GMP,” “Time and Materials,” or “Cost Plus a Fee.”

Cost of the Work – The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work shall include only those costs set forth in Section 15.2 of these General Conditions.

Deliverables – The work products prepared by Contractor in performing the scope of work described in the Contract. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are limited to: the Baseline Cost Model and Schedule that validate NAIPTA's plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor

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bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in the Contract or required by the Project Team.

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

Pre-Construction Services – The services to be provided under the Pre-Construction Services Contract, including Section 17 of these General Conditions.

Detailed Project Schedule – The Detailed Project Schedule developed by the CMAR for the review and approval of the Project Manager in accordance with Section 17.3 of these General Conditions, if applicable.

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

GMP Proposal – The proposal of Contractor submitted pursuant to Section 17.7 of these General Conditions for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP – The Guaranteed Maximum Price set forth in the Contract, Change Order, or Job/Task Order if applicable.

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15.2 CONTRACT PRICE

- 15.2.3 The Contract Price for all Contracts, Change Orders, and Job/Task Orders based upon payment of the Cost of the Work plus a Fee with a GMP, time and materials, or cost-plus a fee shall be the Cost of the Work incurred plus the Fee agreed to in writing by NAIPTA, limited to the amount of the GMP, if agreed to. Unless otherwise expressly provided in the Contract, Change Order, or Job/Task Order, all Cost Based pricing shall be subject to and limited to GMP.
- 15.2.4 The Contract Price may only be changed as set forth in Section 9 above.
- 15.2.5 Only costs specifically designated as reimbursable costs are eligible for payment by NAIPTA or may be charged against the Contract Price. All other costs will not be paid by NAIPTA and shall not be chargeable against the Contract Price.
- 15.2.6 Cost-Based Contracts of \$250,000 or Less. For Contracts or Change Orders where the Contract Price is \$250,000 or less, reimbursable costs shall be determined pursuant to MAG Specifications § 109.5, and not Section 15.2.7 below.
- 15.2.7 Cost-Based Contracts Over \$250,000. For Contracts, Change orders, or Job/Task Orders where the Contract Price is over \$250,000, reimbursable costs shall be determined pursuant to Appendix 8 to these General Conditions, Cost of the Work, and not by MAG Specifications 109.5.

15.3 COST OF THE WORK

15.3.1 Costs to be Reimbursed

- 15.3.1.1 Generally. The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of NAIPTA. The Cost of the Work shall include only the items set forth in this Section 15.3.1.
- 15.3.1.2 Labor Costs.
- 15.3.1.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with NAIPTA's approval, at off-site workshops. Cost to be reimbursed will be the actual wages paid to the individuals performing the work.
- 15.3.1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with NAIPTA's approval. No Contractor personnel stationed at the Contractor's home or branch offices shall be charged to the Cost of the Work. Non-field office based Contractor management and support personnel are expected to provide service and advice from time to time throughout the job and their time devoted to Project matters is considered to be covered by the Contractor's Fee.
- 15.3.1.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel who would normally be stationed at the field office in accordance with Section 1.2.2 but who become engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Employee bonuses and/or costs associated with Employee Stock Ownership Plans (ESOP) will not be considered reimbursable labor or labor burden costs and will be considered non-reimbursable costs considered to be covered by the Contractor's Fee.

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15.3.1.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 1.2.1 through 1.2.3.

15.3.1.2.4.1 Cost of the Work shall include the actual net cost to the Contractor for worker's compensation insurance attributable to the wages chargeable to the Cost of the Work per this agreement. The actual net cost of worker's compensation shall take into consideration all cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, any applicable weekly maximums, etc. The Contractor may charge an estimated amount for worker's compensation insurance costs, but will make appropriate cost adjustments to actual costs within 45 days of receipt of actual cost adjustments from the insurance carrier.

15.3.1.2.4.2 Overtime wages paid to salaried personnel (if approved in advance in writing by NAIPTA) will be reimbursed at the actual rate of overtime pay paid to the individual. No time charges for overtime hours worked on the Project will be allowed if the individual is not paid for the overtime worked.

15.3.1.2.4.3 Any overtime premium or shift differential expense to be incurred by Contractor for hourly workers shall require NAIPTA's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Contractor is required to work overtime as a result of an inexcusable delay or other coordination problems caused by the Contractor or anyone they are responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will be considered as cost not to be reimbursed.

15.3.1.2.4.4 Reimbursable labor burden costs will be limited to payroll taxes, worker's compensation insurance, the employer's portion of union benefit costs for union employees working on the Project, and the actual verifiable fringe benefit costs incurred by Contractor for non-union individuals working on the Project subject to the following maximum percentages for the following reimbursable non-union fringe benefit costs. The following maximums (as a percentage of reimbursable actual wages by individual) shall apply for each of the following types of fringe benefit costs specifically attributable to the each of the non-union personnel working on the Project:

• Medical Insurance, Dental, Life & AD&D Insurance:	12.00%
• Holiday, vacation and other paid time not worked:	10.00%
• Pension Plan Contributions to Vested Employee Account, Simplified Employee Pension Plans, or 401K matching plans	
(Note: ESOP related costs are covered by the Contractor Fee)	10.00%

For non-union personnel, no other fringe benefit costs (other than the 3 specific categories listed immediately above, shall be considered reimbursable Cost of the Work. Any labor burden costs that are in excess of the amounts considered reimbursable or are otherwise not considered reimbursable under the terms of this agreement are intended to be covered by the Contractor Fee.

15.3.1.3 Subcontract Costs

15.3.1.3.1 Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

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- 15.3.1.3.2 For scope of work bid packages typically performed by subcontractors, Contractor may “self-perform” such work on a cost plus fee (Not-To-Exceed 7.5%) basis subject to an agreed upon Guaranteed Maximum Price for the “self-performed work”. The Contractor may bid their proposed Guaranteed Maximum Price for the work to be “self-performed” against at least three other interested trade contractors. Any subcontract for “self-performed work” will provide for payment in an amount equal to the Cost of the Work (as defined in this agreement) and will not to exceed the agreed upon subcontract guaranteed maximum price. All terms and provisions of any subcontract for “self-performed work” will be consistent with the terms and conditions of this agreement with the exception of the agreed upon Fee percentage. All savings under any such subcontract for “self-performed work” shall be applied to reduce the Cost of the Work under this Agreement and the Guaranteed Maximum Price of this Agreement. For purposes of defining “self-performed work” subject to this contract provision, any division of Contractor, or any separate Contractor or subcontractor that is partially owned or wholly owned by the Contractor or any of their employees or employee’s relatives will be considered a related party entity and will be subject to this provision regarding “self-performed work”. No self-performed work will be allowed to be performed on a lump sum basis.
- 15.3.1.3.3 Contractor (with respect to its suppliers, subcontractors and all lower tier subcontractors) shall provide NAIPTA advance written notice and shall obtain NAIPTA's approval for any proposed subcontract change order, material purchase order, or other financial commitment in an amount in excess of \$5,000 prior to placing such order or entering into such agreement (regardless of whether or not any such commitment will affect the prime contract Guaranteed Maximum Cost). It is agreed that sums applicable to any subcontract change order, purchase order or other financial commitment entered into in violation of the above notice and approval requirement shall not be included in the amounts owing to Contractor, Subcontractors or Suppliers whether as Costs of the Work or as reasonable termination costs in the event of termination.
- 15.3.1.4 Costs of Materials and Equipment Incorporated in the Completed Construction
- 15.3.1.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
- 15.3.1.4.2 Costs of materials described in the preceding Subparagraph 1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, in any, shall become NAIPTA’s property at the completion of the Work or, at NAIPTA’s option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to NAIPTA as a deduction from the Cost of the Work.
- 15.3.1.4.3 Proceeds from the sale of recyclable materials, scrap, waste, etc. shall be credited to job cost.
- 15.3.1.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
- 15.3.1.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.
- 15.3.1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to NAIPTA’s prior written approval.

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- 15.3.1.5.2.1 The Projected usage for each piece of equipment to be rented for use on the Project and the estimated total rentals shall be considered by the Contractor before the piece of equipment is rented so that an appropriate rent versus buy decision can be made. Purchased equipment shall be considered "job owned". At the completion of the Project, the Contractor shall transfer title and possession of all remaining job-owned equipment to NAIPTA, or Contractor may keep any such equipment for an appropriate fair market value credit to job cost, which will be mutually agreed to by NAIPTA and Contractor.
- 15.3.1.5.2.2 Each piece of equipment to be rented shall have hourly, daily, weekly and monthly rates and the most economical rate available shall be reimbursed based on the circumstances of actual need and usage of the piece of equipment while it is stationed at the jobsite. When the piece of equipment is no longer needed for the work, no rental charges will be reimbursed if the piece of equipment remains at the jobsite for the convenience of the Contractor.
- 15.3.1.5.2.3 Equipment Rental Rates.
- 15.3.1.5.2.3.1 Compensation for equipment used on the Project shall be paid in accordance with the Equipment Plan submitted by Contractor in the accepted GMP Proposal and no payments will be made in excess of the rates set forth in the Equipment Plan, or actual documented costs, whichever is less.
- 15.3.1.5.2.3.2 All equipment rental rates and costs are subject to NAIPTA's right to audit when submitted as part of the Equipment Plan and/or at any time during the Project.
- 15.3.1.5.2.4 The aggregate rentals chargeable for each piece of Contractor owned tools or equipment shall not exceed 50% of the fair market value of such equipment at the time of its commitment to the Work. The original purchase price and date of purchase of the equipment will be documented with a copy of the purchase invoice for the piece of equipment. Such aggregate limitations will apply and no further rentals shall be charged even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental limitations, rental charges for similar pieces of equipment will be combined if the pieces of equipment were not used at the same time.
- 15.3.1.5.2.5 Fair market value for used material and equipment as referred to in the Contract Documents shall mean the estimated price a reasonable purchaser would pay to purchase the used material or equipment at the time it was initially needed for the job. Note: This is usually lower than the price a reasonable purchaser would pay for similar new construction material or construction equipment.
- 15.3.1.5.2.6 All losses resulting from lost, damaged or stolen tools and equipment shall be the sole responsibility of the Contractor, and not NAIPTA, and the cost of such losses shall not be reimbursable under the Contract.
- 15.3.1.5.2.7 The Contractor shall be required to maintain a detailed equipment inventory of all job-owned equipment (either purchased and charged to job cost or job-owned through aggregate rentals) and such inventory shall be submitted to NAIPTA each month. For each piece of equipment, such inventory should contain at a minimum (1) original purchase price or acquisition cost (2) acquisition date (3) approved FMV at the time the piece of equipment was first used on the job and (4) final disposition.
- 15.3.1.5.2.8 All costs incurred for minor maintenance and repairs shall be reimbursed at actual cost. Such costs include routine and preventative maintenance, minor repairs and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and ordinary, consequently such costs are not reimbursable and are intended to be covered by the rental rates.

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- 15.3.1.5.3 Costs of removal of debris From the Site.
- 15.3.1.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- 15.3.1.5.5 That portion of the reasonable expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work. No travel expenses will be reimbursed to Contractor's representatives unless Project related travel required them to travel to a destination more than 100 miles from the Project location. Any travel involving airfare will require advance written approval by an authorized NAIPTA's representative.
- 15.3.1.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by NAIPTA.
- 15.3.1.5.7 Reproduction costs will be the actual costs of reproduction subject to a maximum of five cents (\$.05) per square foot for prints and a maximum of five cents (\$.05) per 8 1/2 by 11 inch page for offset print or photo copied contract documents, specifications, etc. Telephone costs will be the actual costs paid to the third party telephone company for the field office telephone.
- 15.3.1.6 Miscellaneous Costs.
- 15.3.1.6.1 That portion of insurance and bond premiums that can be directly attributed to the Contract:
- 15.3.1.6.1.1 The Contractor's actual cost for insurance shall be considered to be included within the Maximum limit for General Conditions Costs. All premiums for any insurance and bonds required for the Project shall reflect the net actual costs to Contractor after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, refunds, etc.
- 15.3.1.6.1.2 The amount to be reimbursed to the contractor for all contractually required liability insurance will be actual costs not to exceed a total of .5% of the net reimbursable Cost of Work (not including liability insurance and not including fee). If the Contractor's cost of contractually required liability insurance is greater than the amount agreed to be reimbursed per this contract provision, the difference shall be considered to be covered by the Contractor's Fee.
- 15.3.1.6. 2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.
- 15.3.1.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.
- 15.3.1.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work and which do not fall within the scope of ¶ 1.7.3 below.
- 15.3.1.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against Contractor resulting from such suits or claims and payments of settlements made with NAIPTA's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price.

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- 15.3.1.6.6 Data processing costs related to the Work. However, any such data processing costs will be limited to the cost of personal computer hardware used at the field office in the normal day to day administration, management and control of the Project. The aggregate charges for any such hardware shall not exceed the FMV of the hardware at the time it was brought to the field office. If the total charges for any particular piece of hardware reach an amount equal to the FMV, that particular piece of hardware shall be turned over to NAIPTA whenever it is no longer needed for the Project. If the Contractor elects to keep the particular piece of hardware, the job costs shall be credited with a mutually agreeable amount which shall represent the FMV of the particular piece of hardware at the time it was no longer needed for the job. Software or other costs associated with the use of computer programs shall not be considered to be a reimbursable cost and will be considered to be covered by the Contractor's Fee.
- 15.3.1.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility to NAIPTA as set forth in the Contract Documents.
- 15.3.1.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between NAIPTA and Contractor, reasonably incurred by the Contractor in the performance of the Work and with NAIPTA's prior written approval; which approval shall not be unreasonably withheld.
- 15.3.1.6.9 Expenses incurred in accordance with the Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if pre-approved by NAIPTA in writing. If NAIPTA authorizes the reimbursement of relocation costs, the reimbursable relocation expenses will be limited to a maximum of \$50,000 per person. Any relocation cost incurred by Contractor in excess of the amount reimbursed by NAIPTA will be considered to be covered by the Contractor's Fee.
- 15.3.1.7 Other Costs and Emergencies.
- 15.3.1.7.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by NAIPTA.
- 15.3.1.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- 15.3.1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recoverable by the Contractor from insurance, sureties, Subcontractors or suppliers.
- 15.3.1.8 Related Party Transactions.
- 15.3.1.8.1 The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
- 15.3.1.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify NAIPTA in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If NAIPTA, after such notification, authorizes in writing the proposed

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transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor. If NAIPTA fails to authorize the transaction, the Contractor shall procure the Work, equipment, goods or service from some person or entity other than a related party.

15.3.2 Costs Not to be Reimbursed.

15.3.2.1 The Cost of the Work shall not include:

15.3.2.1.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Subparagraphs 15.3.1.2.2 and 15.3.1.2.3.

15.3.2.1.2 Expenses of the Contractor's principal office and offices other than the site office.

15.3.2.1.3 Overhead and general expenses, except as may be expressly included in Section 1.

15.3.2.1.3.1 Costs of Contractor's home office computer services or other outside computer processing services shall be considered overhead and general expense. Accordingly the Contractor should not plan to perform any such computer related services or alternatives at the field office when such services or functions can be performed at the Contractor's home or branch offices, or other outside service locations.

15.3.2.1.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

15.3.2.1.5 Rental costs of machinery and equipment, except as specifically provided in Subparagraph 15.3.1.5.2.

15.3.2.1.6 Except as provided in Subparagraph 1.7.3 of this Agreement, costs due to the negligence or failure to fulfill a specific responsibility of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts of them may be liable.

15.3.2.1.7 Any cost not specifically and expressly described in Section 1.

15.3.2.1.8 Costs, other than costs included in Change Orders approved by NAIPTA, that would cause the GMP to be exceeded.

15.3.3 Discounts, Rebates, Refunds and Savings.

15.3.3.1 Cash discounts obtained on payments made by the Contractor shall accrue to NAIPTA if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefore from NAIPTA, or (2) NAIPTA has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales or surplus materials and equipment shall accrue to NAIPTA, and the Contractor shall make provisions so that they can be secured.

15.3.3.1.1 Cost of the Work will be credited with all insurance policy discounts, performance and payment bond rebates or refunds, refunds or return premiums from any subcontractor default insurance, refunds or rebates from any contractor controlled insurance programs applicable to the Project, merchandise rebates of any nature, refunds of any nature, insurance dividends; and a portion of any volume rebates or free material credits earned with purchase of material or other goods and services charged to the job.

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15.3.3.1.2 “Cash” discounts which may accrue to the Contractor will be limited to a maximum of 1.5% of invoice cost. Any portion of “Cash” discounts greater than 1.5% shall automatically accrue to NAIPTA if the Contractor is eligible to take advantage of the discounts.

15.3.3.2 Amounts that accrue to NAIPTA in accordance with the provisions of Paragraph 3.1 shall be credited to NAIPTA as a deduction from the Cost of the Work.

15.3.4 General Conditions Costs.

15.3.4.1 General Conditions Costs may include, but are not limited to the following types of costs incurred by the Contractor during construction of the Work to the extent they are reimbursable Costs of the Work as delineated above: payroll costs for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management personnel resident and working on the site, workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), administrative office personnel, costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor costs, costs of bond premiums, costs of consultants not in the direct employ of the Contractor or Subcontractors, fees for permits and licenses.

15.3.4.2 General Conditions Costs may be paid on a percentage of the Contract Price or on a lump/stipulate sum basis as set forth in the Contract. All costs included in the General Conditions Costs shall not be separately invoiced to or paid by NAIPTA.

15.3.4.3 The total amount of General Conditions Costs for the Work may be divided by the number of days allowed for performance of the Work, to determine a fixed daily rate for General Conditions Costs that may be used in computing the General Conditions Costs allocated to any period of time, or for any adjustments in the General Conditions Costs agreed to in writing by NAIPTA.

15.3.4.4 Any and all savings on the GMP, or any separately guaranteed items comprising the GMP, shall belong to NAIPTA, subject to any express right in the Contract for the Contractor to share in savings. Savings are subject to NAIPTA’s right to audit, and may be audited separately.

15.4 ALLOWANCES

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

15.4.4 Unless otherwise provided in the Contract Documents:

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

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

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

15.5 CONTINGENCY

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

15.6 REDUCTION IN RETENTION

If the Contract Price is based upon a GMP, in order to receive payment of one-half of the retention as set forth in Section 8.2.2.3 above, Contractor must also submit to the Project Manager a complete accounting of the Actual Reimbursable Cost of the Work to date, including all such documentation (including, without limitation, invoices, subcontract, subcontractor change orders, purchase orders, records of payment, etc.) as NAIPTA may require, to establish whether the payments made to Contractor equal, exceed, or are less than the actual reimbursable Cost of the Work to date. Any excess payments by NAIPTA, as determined by the Project Manager, shall be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor shall be refunded by Contractor to NAIPTA. The Project Manager's determinations as to Actual Reimbursable Cost of the Work shall be the basis of payment until final Project Closeout and Final Payment under the Contract.

15.7 FINAL PAYMENT

If the Contract Price is based upon a GMP, as a further condition precedent to Final Payment by NAIPTA, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as NAIPTA may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date. Any excess payments by NAIPTA, as determined by the Project Manager, shall be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor shall be refunded by Contractor to NAIPTA. Disputes relating to the Final Cost of the Work shall be subject to NAIPTA's audit rights under Sections 8.9 above and 15.7 below, and the dispute resolution process under Section 13 above.

15.8 OPEN BOOK

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

15.9 DIFFERING SITE CONDITIONS AND/OR CHANGE IN LAWS

A Change Order for increased costs under Section 9.4 or 9.5 above will only be considered or granted by NAIPTA to the extent such actual, documented costs are justified.

SECTION 16 – PROVISIONS APPLICABLE SOLELY TO JOB ORDER CONTRACTS (JOC)

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SECTION 17 – PROVISIONS APPLICABLE SOLELY TO PRE-CONSTRUCTION SERVICES

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Note: Unless otherwise specified in the Contract, the provisions in this Section 17 only apply to Contracts involving Pre-Construction services being performed by a CMAR (i.e., Construction Manager at Risk Pre-Construction Services). That is why in the Section 17, the term “CMAR” is utilized instead of the term “Contractor”, which is utilized throughout the remainder of these General Conditions. See the definitions of “Contractor” in Section 2 above and “CMAR” in Section 15.1 above.

17.1 ADDITIONAL DEFINITIONS

The definitions set forth in Section 2 and 15.1 above shall apply to all Pre-Construction Services.

17.2 GENERAL

- 17.2.1 CMAR shall perform the Services required by, and in accordance with the Contract Documents and as outlined in Exhibit A of the Contract to the satisfaction of the Project Manager, exercising the degree of care, skill, diligence and judgment a professional construction manager experienced in the performance of such services for construction and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas throughout the United States, would exercise at such time, under similar conditions. CMAR shall, at all times, perform the required services consistent with sound and generally accepted engineering principles and construction management and construction contracting practices.
- 17.2.2 As a participating member of the Project Team, CMAR shall provide to NAIPTA and Design Professional a written evaluation of NAIPTA’s Project Program and budget, each in terms of the other, with recommendations as to the appropriateness of each. CMAR shall prepare a Baseline Cost Model that validates NAIPTA’s budget. The Baseline Cost Model shall include all assumptions and basis of estimates in enough detail so that the Project Team can compare future detail estimates to the Baseline Cost model for variances. NAIPTA and Design Professional will provide all the reasonably required data that is available in order to reach agreement between the team members that the Baseline Cost Model is an accurate projection of the costs of the Project.
- 17.2.3 CMAR shall attend Project Team meetings, which may include, but are not limited to, bi-weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions. CMAR attendance at design or other meetings in which CMAR is provided the opportunity but does not actively participate and/or is not properly prepared is not acceptable. Repeated instances of non-participation and/or lack of preparedness shall be grounds for termination of CMAR Contract for default.
- 17.2.4 CMAR shall provide Pre-Construction Services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. CMAR shall promptly notify NAIPTA in writing whenever CMAR determines any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work that deviates more than the allowed contingencies within the Baseline Cost Model or requires an adjustment in the Baseline Cost Model, Detailed Cost Estimate, Detailed Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such as established.
- 17.2.5 CMAR when requested by NAIPTA, shall attend, make presentations and participate as may be appropriate in public agency and or community meetings, relevant to the Project. CMAR shall provide drawings, schedule diagrams, budget charges and other materials describing the Project when their use is required or appropriate in any such public agency meetings.
- 17.2.6 Ownership of Work Product. All Work Product prepared or otherwise created in connection with the performance of the Contract, including the Work, are to be and remain the property of NAIPTA. For

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purposes of this provision, “Work Product” shall include all designs, drawings, plans, specifications, ideas, renderings and other information or material, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. §101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to NAIPTA. The rights in this Section are exclusive to NAIPTA in perpetuity.

- 17.2.7 CMAR represents to NAIPTA in completing Pre-Construction Services and providing the reports and analysis required thereunder, that Work can be properly and timely constructed within the GMP Proposal, if accepted. CMAR does not assume any design responsibilities unless specifically called for in the scope of work, but CMAR shall be responsible for their errors, omissions or inconsistencies included in the Work.

17.3 **DETAILED PROJECT SCHEDULE**

- 17.3.1 The fundamental purpose of the Detailed Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member’s compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Detailed Project Schedule requirements. CMAR shall, however, develop and maintain the Detailed Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Baseline Project Schedule shall be developed as part of the Baseline Cost Model. The Detailed Project Schedule shall use the Critical Path method (CPM) technique, unless required otherwise, in writing by NAIPTA. CMAR shall use scheduling software acceptable to NAIPTA to develop the Detailed Project Schedule. The Detailed Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Detailed Project Schedule shall indicate milestone dates for the phases once determined. As part of construction phase, NAIPTA may require CMAR to prepare a “resource loaded” schedule for all work, including work performed by Subcontractors, detailing each of the project tasks and the required/anticipated number of personnel per day for each task. CMAR shall also indicate on the schedule its ability to meet said required/anticipated personnel requirements.
- 17.3.2 CMAR shall include and integrate in the Detailed Project Schedule the services and activities required of NAIPTA, Design Professional and CMAR including all construction phase activities based on the input received from NAIPTA and the Design Professional. The Detailed Project Schedule shall define activities as determined by NAIPTA to the extent required to show: (a) the coordination between preliminary design and various pre-construction documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by NAIPTA. The Detailed Project Schedule shall 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 (if any), milestone dates for various construction phases, Total Float for all activities to the extent authorized by NAIPTA, relationships between the activities, NAIPTA’s occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Completion.
- 17.3.3 A Baseline Project Schedule shall be initiated with the project Baseline Cost Model and agreed to by the project team at the same time. CMAR shall update and maintain a detailed Project Schedule throughout pre-construction such that it shall not require major changes at the start of the construction phase to

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incorporate CMAR's plan for the performance of the construction phase Work. CMAR shall provide updates and/or revisions to the Detailed Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. CMAR shall include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the Baseline Project Schedule, including any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

- 17.3.4 If phased construction is deemed appropriate at the time of developing the Baseline Cost Model or during the development of the Detailed Project Schedule, and NAIPTA and Design Professional approve, CMAR shall review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CMAR shall 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.
- 17.3.5 Long Lead Time Items. As part of developing the Detailed Project Schedule, CMAR shall identify all long lead time materials, fabrications, equipment, or other items which may impact the Project Schedule and may require early action on the part of the Project Team. Dates for selecting and ordering long lead time items will be included and highlighted in the Detailed Project Schedule
- 17.3.6 Equipment Plan. Contractor shall develop an Equipment Plan that addresses all rental and owned equipment, regardless of whether such equipment will be provided by CMAR or subcontractor(s), that will be necessary to construct the Project and the cost of which will be included as a Cost of the Work in the GMP Proposal. The Equipment Plan will seek to minimize the cost of the equipment to NAIPTA and maximize the efficient and coordinated use of the equipment for completion of the Project. The Equipment Plan will not only include the costs and allowable lease rates for the equipment, but will also include an equipment schedule that will be incorporated into the Detailed Project Schedule and the Schedule of Values submitted with the GMP Proposal.
- 17.4 DESIGN DOCUMENT REVIEWS**
- 17.4.1 CMAR shall evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule.
- 17.4.2 CMAR shall recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CMAR to construct the Project. These additional investigations, if agreed to be necessary by the Project Manager and the Design Professional, shall be acquired by NAIPTA and copies of the reports will be provided to CMAR.
- 17.4.3 CMAR shall meet with the Project Team as required to review designs during their development. CMAR shall familiarize itself with the evolving documents through pre-construction. CMAR shall 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. CMAR shall furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CMAR shall use established value analysis principles in recommending cost effective alternatives.

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- 17.4.4 CMAR shall routinely conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews shall attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.
- 17.4.4.1 CMAR shall evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design is prepared to facilitate fabrication, transport and installation; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; (f) 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; and (g) the design maintains continued operation of the existing NAIPTA systems and maintains traffic on adjacent roadways. CMAR shall also review the Drawings and Specifications to ensure that what is depicted therein can be constructed as designed and shall promptly inform the Project Team of any issues.
- 17.4.4.2 CMAR shall check cross-reference and complementary Drawings and sections within the Specifications and in general evaluate whether: (a) the Drawings 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) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions.
- 17.4.4.3 The results of the reviews shall be provided to Project Team in formal, written reports clearly identifying all reviewed documents and the discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. CMAR shall meet with Project Team to discuss any findings and review reports.
- 17.4.4.4 CMAR's reviews shall be from a Contractor's perspective, and though it shall serve to eliminate/reduce the number of RFIs and changes during the construction phase, responsibility for the Drawings and Specifications shall remain with the Design Professional and not CMAR.
- 17.4.5 It is CMAR's responsibility to assist the Design Professional in ascertaining that, in CMAR's professional opinion, the Construction Documents are in accordance with applicable Laws, Regulations, or Legal Requirements, building codes, sound engineering principle's rules and regulations. If CMAR recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, sound engineering principle's rules and regulations, it shall promptly notify the Project Team in writing, describing the apparent variance of deficiency. However, the Design Professional is ultimately responsible for the compliance of the Drawings and Specifications with those laws, statutes, ordinances, building codes, rules and regulations.
- 17.4.6 The Project Team shall routinely identify and evaluate using value analysis principles and alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a high quality and fully functional Project consistent with the Project Program. If the Project Team agrees, CMAR in cooperation with the Design Professional, will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. NAIPTA, through the Project Manager, will direct which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of CMAR suggested alternatives into the Drawings and Specifications. CMAR shall analyze the costs and schedule impacts of the alternatives against the Baseline Cost Model and Schedule and provide a recommendation for the Project Team's consideration and NAIPTA's approval prior to the establishment of the GMP.

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17.5 BASELINE COSTS MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES

- 17.5.1 At the conclusion of the Master Planning and Programming, if required, CMAR will review all available information regarding the design and scope of the Project using CMAR's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, shall develop a Baseline Cost Model for review by the Project Team and approval by NAIPTA. Once approved by NAIPTA, the Baseline Cost Model shall be continually referenced as detailed estimates are created as the design progresses throughout Pre-Construction until the final GMP for the entire Project is established. A final GMP for the entire Project must be established and approved by NAIPTA prior to the start of construction. It is the responsibility of CMAR to ensure NAIPTA has sufficient information to evaluate and approve a final GMP prior to the time necessary to start construction so construction can be completed within the Contract Time. The Project Detailed Cost Estimate shall be the best representation from CMAR of what the complete functional Project's construction costs will be as indicated by the most current available documents and will be constantly checked against the Baseline Cost Model. CMAR shall communicate to the Project Team and assumptions made in preparing the Baseline Cost Model. The Baseline Cost Model shall support CMAR's Detailed Cost Estimates and may be broken down initially as dictated by the available information, as required by NAIPTA.
- 17.5.2 After receipt of the Design Professional's most current documents from certain specified pre-construction milestones, CMAR shall provide a draft Detailed Cost Estimate including a detailed written report detailing any variances to the Baseline Cost Model and Baseline Project Schedule. The Design Professional and CMAR will reconcile any disagreements on the estimate to arrive at an agreed upon Detailed Cost Estimate for the construction costs based on the scope of the Project through that specified pre-construction milestone. Pre-Construction milestones applicable to this paragraph are: Master Planning and Programming, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Drawings. If no consensus is reached, NAIPTA will make the final determination. If the Project Team requires additional updates of the Detailed Cost Estimate beyond that specified in this paragraph, CMAR shall provide the requested information in a timely manner.
- 17.5.3 If at any point the Detailed Cost Estimate submitted to NAIPTA exceeds the previously accepted Baseline Cost Model or previously approved Detailed Cost Estimate agreed to as set forth in Section 17.5.2 above, CMAR shall make appropriate recommendations to project Team on means/methods, materials, and/or other design elements that it believes will reduce the estimated construction costs, such that it is equal to or less than the established Project Team's Baseline Cost Model.
- 17.5.4 Unless other levels of completion are agreed to in writing in the Construction Documents, at 50% Construction Drawings and included with the associated report, CMAR shall also submit to the Project Team for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values shall be based on NAIPTA standard bid schedule and highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values shall be directly related to the breakdowns reflected in the Detailed Project Schedule and CMAR's Detailed Cost Estimate. In addition, the Schedule of Values shall: (a) detail unit prices and quantity take-offs, (b) detail all other contingencies and unit price Work shown and specified in the detailed design documents.
- 17.5.5 CMAR is to track, estimate/price and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: NAIPTA generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the Baseline Cost Model and the Master Planning and Programming Detailed Cost Estimate, and then (unless other levels of completion are agreed to in writing in the Construction Documents) between the Detailed Cost Estimates for each of the pre-construction

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milestones thereafter, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Documents, and the bid packages for all Phases.

- 17.5.6 Upon request by NAIPTA, CMAR shall submit to NAIPTA a cash flow projection for the Project based on the current updated/revised Detailed Project Schedule and the anticipated level of payments for CMAR during the design and construction phases. In addition, if requested by NAIPTA and based on information provided by NAIPTA, CMAR shall prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist NAIPTA in the financing process.
- 17.5.7 Construction Water. CMAR shall estimate the quantity of water to be used and include the cost thereof in each Detailed Cost Estimate and GMP Proposal provided by NAIPTA.

17.6 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- 17.6.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal: (1) qualifications-based selection; or (2) a combination of qualifications and price. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of CMAR. In any case, CMAR is solely responsible for the performance of the selected Subcontractors/Suppliers, and for compliance with the requirements of Title 34 of the Arizona Revised Statutes in the selection of a Subcontractors/Suppliers, to the extent applicable. CMAR shall comply with its Subcontractor Selection Plan submitted with its Statement of Qualifications.
- 17.6.2 NAIPTA may approve the selection of a Subcontractor(s) or Supplier(s) based only on their qualifications when CMAR can demonstrate it is in the best interest of the Project. All Work that is performed, after such a qualifications-based selection, for a price that is negotiated by CMAR will be billed in accordance with the GMP for actual costs and may be subject to audit by NAIPTA.
- 17.6.2.1 Qualifications based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.
- 17.6.2.2 If a Subcontractor/Supplier selection plan was submitted and agreed to by NAIPTA, CMAR shall apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide NAIPTA with its review and recommendations.
- 17.6.2.3 CMAR must receive written NAIPTA approval for each selected Subcontractor(s) and Supplier(s).
- 17.6.2.4 CMAR shall negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.
- 17.6.3 All Work shall be competitively bid unless a Subcontractor or Supplier was selected pursuant to paragraph 17.6.2 above.
- 17.6.3.1 CMAR shall develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by NAIPTA and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, CMAR may request approval by NAIPTA to submit less than three names. Without prior written notice to NAIPTA, no change in the recommended Subcontractors/Supplies shall be allowed.
- 17.6.3.2 If NAIPTA objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, CMAR shall nominate a substitute Subcontractor/Supplier that is acceptable to NAIPTA.

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- 17.6.3.3 CMAR shall distribute Drawings and Specifications, and when appropriate, conduct a Pre-Bid Conference with prospective Subcontractors and Suppliers.
- 17.6.3.4 If CMAR desires to self-perform certain portions of the Work, it shall request to be one of the approved Subcontractor bidders for those specific bid packages. CMAR's bid will be evaluated in accordance with the process identified below. If events warrant and NAIPTA concurs that it is necessary in order to ensure compliance with the Project Schedule and/or the most recent Detailed Cost Estimate, CMAR may be authorized to self-perform Work without bidding or rebidding the Work. When CMAR self-performs work without bidding, only the actual costs associated with performing the Work in accordance with the approved GMP will be billed and may be subject to audit by NAIPTA.
- 17.6.3.5 CMAR shall receive, open, record and evaluate the bids; provided, however, that if CMAR or one of its affiliates is bidding to self-perform the Work that is the subject of the bid, then the bids shall be received, opened, recorded and evaluated by Project Manager instead of CMAR. Bids for each category of Work shall be opened and recorded at a pre-determined time. The apparent low bidders shall be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals, CMAR, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids shall be done with Project Manager in attendance to observe and witness the process. CMAR shall resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of Work.
- 17.6.4 CMAR shall be required to prepare two different reports on the subcontracting process.
- 17.6.4.1 Within fifteen days after each major Subcontractor/Supplier bid opening process; CMAR shall prepare a report for NAIPTA's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report shall detail: (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each sub-agreement; (b) the sum of all recommended Subcontractor/Supplier bids received; (c) and trade work and its cost that CMAR intends to self-perform, if any.
- 17.6.4.2 Upon completion of the Subcontractor/Supplier bidding process, CMAR shall submit a summary report to NAIPTA of the entire Subcontractor/Supplier selection process. The report shall indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.
- 17.6.5 The approved Subcontractors/Suppliers shall provide a Schedule of Values with their bid proposals, which shall be used to create the overall Project Schedule of Values.
- 17.6.6 If after receipt of sub-bids or after award to Subcontractors and Suppliers, NAIPTA objects to any nominated Subcontractor/Supplier or to any self-performed Work without any reasonable basis, CMAR shall nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by NAIPTA, CMAR's proposed GMP for the Work or portion thereof shall be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

17.7 GMP PROPOSAL

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- 17.7.1 When a GMP Proposal is submitted for a phase of the Work, the GMP will have a Detailed Cost Estimate of the Costs of the Work (as set forth in Section 15.2) in each phase of the Work that is being proposed plus the current estimate for all other Work. NAIPTA will not approve the GMP for the phase of work without a total estimate for the complete Project. NAIPTA may request a GMP Proposal for all or any portion of the Project and at any time during pre-construction. Any GMP Proposals submitted by CMAR shall be based on and consistent with Baseline Cost Model and the current update/revised Detailed Cost Estimate at the time of the request and include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- 17.7.2 A GMP Proposal for the entire Project shall be the sum of the Cost of the Work, CMAR Fee, and General Conditions Cost. CMAR guarantees to complete the Project at or less than the final GMP Proposal amount plus approved Change Orders. CMAR shall be responsible for any costs for expenses that would cause the Cost of the Work actually incurred, including the Construction Fee and General Conditions Costs, to exceed the GMP.
- 17.7.3 CMAR shall prepare its GMP Proposal in accordance with NAIPTA's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by NAIPTA in writing, shall be at 50% Construction Drawings as determined by NAIPTA. CMAR shall mark the face of each document of each set upon which its GMP Proposal is based. These documents shall be identified as the GMP Plans and Specifications. CMAR shall send one set of those documents to the Project Manager, keep one set and return the third set to the Design Professional.
- 17.7.4 An updated/revised Detailed Project Schedule, Equipment Plan, and Schedule of Values shall be included in any GMP Proposal(s), all of which shall reflect the GMP Plans and Specifications the Detailed Project Schedule shall be shown in relationship to the Project Schedule and identify any variance to the Baseline Project Schedule. Any such Detailed Project Schedule updates/revisions shall continue to comply with the requirements of Section 17.3.1 through 17.3.5.
- 17.7.5 GMP Proposals(s) Review and Approval
- 17.7.5.1 CMAR shall meet with the Project Team to review the GMP Proposal(s) and the written statement of its basis. In the event the Project Team discovers inconsistencies or inaccuracies in the information presented, CMAR shall make adjustments as necessary to the GMP Proposal.
- 17.7.5.2 If during the review and negotiation of GMP Proposals design changes are required, NAIPTA may authorize and cause the Design Professional to revise the GMP Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised GMP Plans and Specification will be furnished to CMAR. CMAR shall promptly notify the Project Team in writing if any such revised GMP Plans and Specifications are inconsistent with the agreed upon assumptions and clarifications.
- 17.7.6 All portions of or items comprising the GMP Proposal are subject to audit by NAIPTA, as deemed appropriate by NAIPTA, including, without limitation, any based upon unit prices or Work to be self-performed by CMAR, or its affiliates.
- 17.8 PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES**
- 17.8.1 Requests for monthly payments by CMAR for Pre-Construction Services shall be submitted monthly and shall be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of the tasks accomplished during the billing

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period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month.

- 17.8.2 In no event will NAIPTA pay more than seventy-five (75%) of the Contract Price until final acceptance of ALL Pre-Construction Services, and award of the final approved Construction Services Contract for the entire Project by NAIPTA's Board. If CMAR does not prepare a GMP Proposal that is acceptable to NAIPTA, or the GMP Proposal exceeds NAIPTA's Construction Budget, then CMAR understands and acknowledges that it will forfeit any right to receive the 25% of the Contract Price being retained by NAIPTA.
- 17.8.3 CMAR agrees that no charges or claims for costs or damages of any type shall be made by it for any delays or hindrances beyond the reasonable control of NAIPTA during the progress of any portion of Pre-Construction Services specified in the Contract. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period and may be mutually agreed between the parties. It is understood and agreed, however, that permitting CMAR to proceed to complete any such Services, in whole or in part after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of NAIPTA of any of their respective legal rights herein.
- 17.8.4 No compensation to CMAR shall be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.
- 17.8.5 If any service(s) executed by CMAR is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of CMAR, CMAR is to be paid for the services performed prior to the abandonment or suspension.

17.9 **SURVIVAL OF THE DESIGN SERVICES CONTRACT, DUTIES, OBLIGATIONS AND WARRANTIES**

If the GMP Proposal is accepted by NAIPTA and a Construction Contract is entered into between NAIPTA and CMAR, the duties, obligations and warranties of CMAR under the Pre-Construction Services Contract survive and are incorporated into the resulting Construction Contract.

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SECTION 18 – APPENDICES

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