PRECONSTRUCTION AGREEMENT BETWEEN
SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48
AND
CORE CONSTRUCTION, INC.

THIS PRECONSTRUCTION AGREEMENT (this “Agreement”) is made this 5th day of
October, 2021, by and between the Scottsdale Unified School District No. 48, a political
subdivision of the State of Arizona (the “District”), and CORE Construction, Inc. a/n Arizona
corporation (the “Construction Manager”), for design phase review and pre-construction services
related to bond projects for additions, renovations and improvements for Tavan Elementary School
Remodel School (the “Project”). The District and the Construction Manager are referred to herein
individually as a “Party” and collectively as the “Parties.”

ARTICLE 1
GENERAL

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

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

1.3 Definitions.

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

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

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

D. “Change Order” means a contract amendment issued after execution of this
Agreement or future Guaranteed Maximum Price (“GMP”) Amendments signed by the District,
Construction Manager and other parties, as may be required or appropriate, agreeing to an addition, deletion or revision in the scope of work, an adjustment to the contract price, an adjustment to the contract time or other modifications to contract terms.

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

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

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

2. This Agreement.

3. The Construction Documents.

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

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

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

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

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

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

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

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

H. “Pre-Construction Fee” means the portion of Construction Manager’s compensation as set forth in Subsection 3.1 below.
I. “Day(s)” means calendar day(s) unless otherwise specifically noted in the Contract Documents.


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

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

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

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

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

1. (a) Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) (42 U.S.C. § 9601, et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended from time to time, and regulations promulgated thereunder; (b) defined as a “regulated substance” within the meaning of Subtitle I of the Resource Conservation and Recovery Act (“RCRA”) (42 U.S.C. § 6991 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1321), as amended from time to time, and the regulations promulgated thereunder, or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), as amended from time to time, and the regulations promulgated thereunder; (d) the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended from time to time, and regulations promulgated thereunder; (e) regulated under the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.); (f) Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.); (g) the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; or (h) defined as
“hazardous”, “toxic”, or otherwise regulated, under any Environmental Requirements adopted by the state in which the Site is located, or its agencies or political subdivisions.

2. Asbestos or asbestos-containing materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 District Representations.

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

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

C. Limited Project Management. None of the District’s project management activities are intended to supplant or conflict with the design, budget, or any other services and responsibilities customarily furnished by the Construction Manager or its Subcontractors, except as otherwise specifically modified by this Agreement.
D. **No Third Party Relationships.** The Construction Manager assumes responsibility to District for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between District and any level of Subcontractor, including but not limited to any third-party beneficiary rights. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the District or the Construction Manager.

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

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

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

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

1.6 **Construction Manager Representations.**

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

B. **Subcontractor Selection Program.** In conjunction with its response to the District’s RFQ, the Construction Manager submitted to the District a written procedure in conformance with ARIZ. REV. STAT. § 34-601 et seq., as amended, for qualifications-based selection of Subcontractors to be utilized in completion of the Project (the “Subcontractor Selection Program”), which is attached hereto as Exhibit D and incorporated herein by reference. The Construction Manager shall conduct a telephone and correspondence campaign to attempt to create interest among Subcontractors. The Construction Manager shall develop and coordinate procedures to provide answers to Subcontractors’ questions. The Construction Manager shall use best efforts to utilize minority business enterprises, woman business enterprises and local contractors or suppliers. The Construction Manager shall ensure that each Subcontractor has secured the required business licenses, permits, insurance and bonds. Construction Manager will
be allowed to substitute Subcontractor Default Insurance in lieu of subcontractor bonding. The Construction Manager shall be solely responsible for ensuring that (1) the Subcontractor Selection Program is in conformance with Applicable Law and (2) all Subcontractors are selected in accordance with the Subcontractor Selection Program. The Construction Manager shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees for, from and against all claims, damages, losses and expenses (including, but not limited to, attorney fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the Construction Manager’s failure to appropriately select its Subcontractors.

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

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

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

1.9 Data Confidentiality.

A. Data Defined. As used in this Agreement, “data” means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the Construction Manager in the performance of this Agreement.
B. **Confidentiality.** The Parties agree, subject to Arizona public records law, that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Construction Manager in connection with the Construction Manager’s performance of this Agreement is confidential and proprietary information belonging to the District.

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

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

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

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

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

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

F. **Construction Manager Responsible.** The Construction Manager assumes all liability for maintaining the confidentiality of the data in its possession. For the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court.
ARTICLE 2
PRE-CONSTRUCTION SERVICES

2.1 Environmental Investigation.

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

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

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

D. Notice; Permitting. The Environmental Contracts shall require the Environmental Engineers to (1) give notice to the District of the presence of Environmental Conditions, (2) only upon the written consent of the District, give any necessary notice to the Federal government and the State of Arizona or other agencies of the presence of any
Environmental Conditions, (3) assist the District in negotiations with Federal and Arizona agencies concerning preparation and approval of a plan for clean-up to the extent required and (3) obtain all necessary permits to perform any Remedial Actions.

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

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

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

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

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

J. District Indemnity. To the extent that the Construction Manager or the Subcontractors are not in violation of Subsection 2.1(L) below and to the extent sufficient appropriations are made, the District shall indemnify, defend and hold harmless the Construction Manager, the Subcontractors, and the directors, officers, agents and employees of each (the “Construction Manager Indemnitees”), for, from and against any Environmental Damages asserted against or sustained by such parties as a result of any of the Construction Manager Indemnities.
being deemed or determined to be a generator, arranger, owner, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

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

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

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

2.2 Review of Construction Documents; Design Remedies.

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

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

1. The Construction Manager will periodically evaluate the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design, and other factors that may impact the Cost Model, GMP Proposals and/or the Master Schedule.
2. The Construction Manager will identify those additional surface and subsurface investigations that are required to provide the necessary information for the Construction Manager to construct the Project. After completion of pre-construction services and with Districts prior written approval, the Construction Manager may provide additional investigations to improve the adequacy and completeness of the Site condition information and data made available with the Construction Documents. The cost required to obtain such additional investigations will be included in the GMP.

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

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

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

2. Bidability Review. The Construction Manager will check cross-references and complementary Project drawings and sections within the Construction Documents and evaluate whether (a) the plans and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) the design provides as-built data, (d) Specifications include
alternatives in the event a requirement cannot be met in the field, (e) and the Project is likely to be subject to differing site conditions considering the data on subsurface conditions, physical conditions of existing surface and subsurface facilities and physical conditions of underground utilities made available by the design or resulting from conditions inherent to work similar to the Work.

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

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

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

F. **Certification.** At the completion of its review of the Construction Documents for each phase of the Project, the Construction Manager shall certify, without assuming engineering responsibility therefore, that the Construction Documents are sufficient and complete to build the respective portion of the Project within (1) the time available before the respective Substantial Completion date and (2) the Project budget. The Construction Manager’s assistance in reviewing the Project design, Construction Documents and in making recommendations as provided herein is only for the purpose of providing advice to the District. Nothing in this Subsection shall relieve the Project Designers of their respective responsibility for the Construction Documents.
G. Construction Manager Not Responsible for Design. Notwithstanding the foregoing, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design and contents of the Construction Documents. By assisting with the reviews described herein, the Construction Manager is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and Construction Documents.

2.3 Pre-Construction Phase General Services.

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

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

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

B. Construction Management Plan.

1. Preparing Plan. The Construction Manager will prepare a construction management plan (the “Management Plan”), that will detail, but not necessarily be limited to, the Construction Manager’s determinations concerning: (a) Project milestone dates and the Master Schedule, including the broad sequencing of the design and construction of the Project; (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities; (c) alternate strategies for fast-tracking and/or phasing the construction; (d) separate bidding documents/packages and strategies for the early procurement of long-lead equipment and/or materials; (e) the number of separate subcontracts to be awarded to Subcontractors and suppliers for the Project construction; (f) permitting strategy; (g) safety and training programs; (h) construction quality control; (i) the Project Cost Model and basis of the model; (j) a matrix summarizing each Project team member’s responsibilities and roles related to the Services; and (k) construction security.
2. **Maintaining Plan.** The Contract Manager shall keep the Management Plan current throughout the pre-construction services phase so that the Management Plan is ready for implementation at the start of the construction phase. The update/revisions will take into account: (a) revisions in Construction Documents; (b) the Construction Manager’s examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the District, Project Designers or the Construction Manager; (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and rights-of-way; (d) the fast-tracking (if any) of the construction, or other chosen construction delivery methods; (e) the requisite number of separate bidding documents to be advertised; (f) the status of the procurement of long-lead time equipment and/or materials; and (g) funding issues identified by the District.

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

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

2. The Construction Manager will include and integrate in the Master Schedule the services and activities required of the District’s Project Manager, Project Designers and Construction Manager, including all construction phase activities. The Master Schedule will detail activities to the extent required to show: (a) the coordination between conceptual design, schematic design, and development of the Construction Documents (detailed design), (b) separate long-lead procurements, (c) permitting issues, (d) land and right-of-way acquisition, if any, (e) bid packaging strategy and awards to Subcontractors and suppliers, (f) major stages of construction, (g) start-up, and (h) occupancy of the completed work by the District. The Master Schedule will include, by example and not limitation, proposed activity sequences and durations for design,
procurement, construction and testing activities, milestone dates for actions and decisions by the Project team, preparation and processing of Shop Drawings and samples, delivery of materials or equipment requiring long-lead time procurement, milestone dates for various construction phases, total Float for all activities, relationships between the activities, District’s occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Substantial Completion and when the Work would be ready for final acceptance.

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

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

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

1. As soon as practical during the conceptual design phase, the Construction Manager will review all available information regarding the design and scope of the Project, and based on the Construction Manager’s experience in performing similar work, develop a Cost Model for review and approval by the District. Once approved by the District, the Cost Model will be continually updated and kept current as the design progresses throughout the pre-construction phase until a final GMP for the entire Project is established. The Cost Model will be the Construction Manager’s best representation of the complete functional Project’s construction costs. The Construction Manager will communicate to the Project team any assumptions made in preparing the Cost Model. The
Cost Model will support the Construction Manager’s construction cost estimates and may be broken down initially as dictated by the available information. The Cost Model will also include allowances as agreed to by the Project team, including but not limited: (a) allowances for potential additional quantities and/or additional Work that the District may require, and (b) any costs related to investigations described in Subsection 2.1.

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

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

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

5. The Construction Manager will submit to the District a final Schedule of Values based on the 100% detailed design set of Construction Documents for
the entire Project or any portion thereof, which final Schedule of Values will also be included in any proposed GMP(s).

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

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

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

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

ARTICLE 3
PRECONSTRUCTION CONTRACT PRICE

3.1 Pre-construction Phase Compensation.

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

B. Amount. The District shall pay the Construction Manager an amount not to exceed Seven/Tenths of One Percent (.7%) of the Estimated Budget or $54,250.00 for services performed during the Pre-construction Phase, as set forth in Article 2 above and in this Agreement.
3.2 Payment Data. The Construction Manager shall submit to the District, upon request, all payrolls, reports, estimates, records and any other data concerning the Pre-Construction Services performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor’s or Consultant progress payment checks. The requirements of this Section shall be included in all contracts between the Construction Manager and its Subcontractors and Consultants. The District may exercise its rights under this Section as often as reasonably necessary in the District’s sole judgment to ensure the District has a complete and accurate understanding of all Project costs.

ARTICLE 4

CHANGES IN THE WORK

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

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

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

ARTICLE 5

PAYMENTS

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

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

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

1. Hold the Construction Manager in default under this Agreement.

2. Withhold future payments, including retention, until proper payment has been made to Subcontractors or suppliers in accordance with these provisions.

3. Reject all future offers to perform work for the District from the Construction Manager for a period not to exceed one year from Substantial Completion date of this Project.

4. Terminate this Agreement.

5. Make a claim against any bonds required.

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

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

5.3 Record Keeping and Finance Controls.

A. Retention Requirement. Records of the Construction Manager’s direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the District and the Construction Manager shall be kept on a generally recognized accounting basis and shall be available for three years after final completion of the Project.
B. **Audit Rights.** The District, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the Construction Manager’s records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders. The Construction Manager shall provide records as requested in connection with any audit pursuant to Section 9.14 of this Agreement within fifteen (15) business days of a request unless the parties otherwise agree.

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

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

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

**ARTICLE 6**  
**INSURANCE AND INDEMNITY**

6.1 **Insurance Representations and Requirements.**

A. **General.**

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

2. **No Representation of Coverage Adequacy.** By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect the Construction Manager. The District reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Construction Manager from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
3. **Additional Insured.** All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the District, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

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

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

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


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

   iii. Excess Liability – Follow Form to underlying insurance.

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

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

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.
11. **Endorsements.** Construction Manager shall provide the District with the necessary endorsements to ensure District is provided the insurance coverage set forth in this Article.

B. **Required Insurance Coverage.**

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

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

3. **Professional Liability.** If this Agreement is the subject of any professional services or work, or if the Construction Manager engages in any professional services or work in any way related to performing the work under this Agreement, the Construction Manager shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Construction Manager, or anyone employed by the Construction Manager, or anyone for whose negligent acts, mistakes, errors and omissions the Construction Manager is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.
4. **Workers’ Compensation Insurance.** Construction Manager shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Construction Manager’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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

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

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

6.2 **Indemnity.** To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the District and each council member, officer, employee or agent thereof (the District and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent
acts, recklessness or intentional misconduct of the Construction Manager, its officers, employees, agents, or any tier of subcontractor in connection with Construction Manager’s work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

ARTICLE 7
TERMINATION AND SUSPENSION

7.1 Termination by the Construction Manager.

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

1. If the Pre-Construction Services has been stopped for a sixty (60) Day period:
   a. Under court order or order of other governmental authorities having jurisdiction; or
   b. As a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available.

2. If the Pre-Construction Services is suspended by the District for more than sixty (60) Days.

3. If the District materially delays the Construction Manager in the performance of the Pre-Construction Services.

4. If, due to no fault of the Construction Manager, the District fails to pay Construction Manager in accordance with this Agreement.

5. If the District otherwise materially breaches this Agreement.

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

7.2 Termination by the District for Cause.
A. **Construction Manager Default.** If the Construction Manager refuses or fails to commence correction, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Agreement, and such nonperformance or violation continues without commencement to cure for fifteen (15) Days after the Construction Manager receives written notice of such nonperformance or violation from the District, then the District may, without prejudice to any right or remedy otherwise available to the District, terminate this Agreement.

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

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

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

7.4 **Suspension by the District for Convenience.** The District may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the District may determine to be appropriate for its convenience, but not in abrogation of the rights given Construction Manager in Section 7.1 above.
ARTICLE 8
DISPUTE RESOLUTION

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

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

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

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

☑ Arbitration using:

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

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

Unless the Parties mutually agree otherwise in writing, the administration of the arbitration shall be as mutually agreed by the Parties. In order to preserve the quality of the proceedings, unless it is agreed to otherwise by the parties, the arbitrator(s) selected shall have construction litigation experience of at least fifteen (15) years.
8.5 **Costs.** The costs of any binding dispute resolution procedures and reasonable attorneys’ fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

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

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

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

**ARTICLE 9**

**ADDITIONAL PROVISIONS**

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

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

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

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

9.5 **Meaning of Terms.** References made in the singular shall include the plural and the masculine shall include the feminine or neuter.
9.6 **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

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

If to Project Designers: SPS + Architects, LLP  
8681 E. Via De Negocio  
Scottsdale, AZ 85258  
ATTN: Neil Piertt

If to Construction Manager: CORE Construction, Inc.  
3036 E. Greenway Road  
Phoenix, AZ 85032  
ATTN: Todd Steffen, President

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

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

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

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

9.10 **Asbestos Free Materials.** The Project is to be constructed by the Construction Manager with asbestos free materials. A written, notarized statement on company letterhead shall
be submitted to the District by the Construction Manager with the final payment request certifying that the Construction Manager has incorporated no asbestos material into the Project. Final payment shall be withheld until such statement is submitted. The Construction Manager shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Construction Manager or any of its Subcontractors or agents and were not specified in the design or required by the Contract Documents, the Construction Manager shall be liable for all costs related to the abatement of such asbestos and damages or claims against the District notwithstanding any statute of limitations or other legal bar to any claim by the District.

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

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

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

9.14 Records and Audit Rights. Construction Manager’s and its Subcontractor’s books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Construction Manager and its Subcontractors’ employees who perform any work or Services pursuant to this Agreement to ensure that the Construction Manager and its Subcontractors are complying with the warranty under Subsection 9.15 below (all the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Construction Manager’s and its Subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Construction Manager’s and its Subcontractors’ compliance with the Arizona employer sanctions laws referenced in Subsection 9.15 below. To the extent necessary for the District to audit Records as set forth in this Subsection, Construction Manager and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its Subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the District to Construction Manager pursuant to this Agreement. Construction Manager and its Subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this Subsection. The District shall give Construction Manager or its Subcontractors reasonable advance notice of intended audits. Construction Manager shall require its Subcontractors to comply with the provisions of this Subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.
9.15 **E-verify Requirements.** To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Construction Manager and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). Construction Manager’s or its Subcontractor’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the District.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

“District”

SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48
a political subdivision

____________________________________

ATTEST:

____________________________________

(ACKNOWLEDGMENT)

STATE OF ARIZONA  )
                  ) ss.
COUNTY OF MARICOPA )

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

____________________________________
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
“Construction Manager”
CORE Construction, Inc.
a(n) Arizona Corporation

By: ________________________________

Name: Todd Steffen ________________

Title: President ____________________

(ACKNOWLEDGMENT)

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

On September 27, 2021, before me personally appeared Todd Steffen, the President of CORE Construction, Inc., a(n) Arizona Corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the CORE Construction, Inc.

______________________________________
Notary Public

(Affix notary seal here)
EXHIBIT A

Construction Documents
EXHIBIT B

District’s Request for Qualifications
EXHIBIT C

Construction Manager’s response to the District’s RFQ
EXHIBIT D

Subcontractor Selection Program
EXHIBIT A

Construction Documents
EXHIBIT B

District’s Request for Qualifications
Addendum No. 2

Re: RFQ No. 22-21-26 CMAR – Tavan Elementary School

Please initial acknowledgment for Amendment No. 2 in File 15 Acknowledgement & Non-Collusion Affidavit.

1. Q: Is this project federally funded and subject to Davis Bacon requirements?
   A: The District does not intend to use any federal funds for this project.

2. Q: Will there be any summer activities at the school? If not, will the background check process still apply?
   A: Summer activities are likely to take place; therefore, the background check process remains a requirement for this project.

3. Q: Is there electronic as-builts for the campus available for download?
   A: Asbuilts are not available currently.

4. Q: Is there a list of all of the projects the district wishes to accomplish under this budget?
   A: Yes, but the priorities are to build more classroom space, expand the PE space, and complete parking lot/bus lane work.

5. Q: Is there a list of priorities for the Tavan project? For example, needs v. wants?
   A: Please see answer from question 4.

6. Q: Are as-built plans of the existing site available for review?
   A: Please see answer from question 3.
Addenda 1

RE: Pre Bid Conference Date & Time

R7-2-1101 – Qualified Select Bidders List

D. The school district may conduct a pre-submittal conference not less than 14 days prior to the statement of qualifications due date and time for the purposes of explaining the requirements of the request for qualifications.

E. Amendments to request for qualifications.

1. An amendment to a request for qualifications shall be issued if necessary, to do any of the following:
   a. Make changes in the request for qualifications;
   b. Correct defects or ambiguities;
   c. Furnish to persons information given to any other person, if the information will assist the persons in submitting their statements of qualifications or if the lack of the information will prejudice the persons;
   d. Provide additional information or instructions.

A non-mandatory but highly recommended site visit is schedule for August 11th 2021, 7:00 A.M. at Tavan Elementary School campus located at 4610 E. Osborn Road Phoenix AZ 85018.

Documents revised and added in Bonfire Electronic Portal:

01. Front Page
05. Special Instruction to Offerors
# Notice of Request for Qualifications

**Request for Qualifications #:** 22-21-26  
**Material and/or Service:** CM@R Services for Tavan Elementary School  
**Due Date & Time:** August 25, 2021; 1:00 p.m. Arizona Time  
**Open Location:** Scottsdale Unified School District, #48 Purchasing Department  
7575 E. Main Street  
Scottsdale, AZ 85251  

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<table>
<thead>
<tr>
<th>Request for Qualifications #:</th>
<th>22-21-26</th>
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<tr>
<td>Material and/or Service:</td>
<td>CM@R Services for Tavan Elementary School</td>
</tr>
<tr>
<td>Due Date &amp; Time</td>
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</tbody>
</table>
| Open Location:                | Scottsdale Unified School District, #48 Purchasing Department  
7575 E. Main Street  
Scottsdale, AZ 85251 |
| Pre-Offer Conference Date & Location: | August 11th @ TBD  
4610 E. Osborn Road Phoenix AZ 85018 |
| Questions due by:             | August 18th 2021 by 1:00 p.m. Arizona Time |

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

**A non-mandatory but highly recommended site visit is scheduled on August 11th, 2021 at X:XX a.m. at the Tavan Elementary School campus located at 4610 E. Osborn Road Phoenix AZ 85018.** The District requests that firms do not visit the site or contact the Principal or site staff. Firms are welcomed to drive by the site, collect data available via the internet or by any other legal means.

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

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

**If you do not wish to bid on this RFPQ please go to SUSDBonfirehub.com and select No Intent to Bid tab and reasoning.**

---

Name: Marty Topham  
Phone: 480.484.6190  
Email: mtopham@susd.org  
Date: July 21 2021
Scottsdale Unified School District, #48
Notice of Request for Qualifications

RFQ#: 22-21-26
PROJECT: CM@R Services for Tavan Elementary School

Request for Qualifications #: 22-21-26
Material and/or Service: CM@R Services for Tavan Elementary School
Due Date & Time: August 25, 2021; 1:00 p.m. Arizona Time
Open Location: Scottsdale Unified School District, #48 Purchasing Department
7575 E. Main Street
Scottsdale, AZ 85251
Pre-Offer Conference Date & Location: August 11th @ TBD
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If you do not wish to bid on this RFPQ please go to SUSD.Bonfirehub.com and select No Intent to Bid tab and reasoning.

Name: Marty Topham
Phone: 480.484.6190
Email: mtopham@susd.org

Date: July 21 2021
1. **Definition of Terms**

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

A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Proposal.

B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.

C. **“Contract Amendment”** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.

D. **“Contractor”** means any person who has a contract with the School District.

E. **“Days”** means calendar days unless otherwise specified.

F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

H. **“Offer”** means bid, proposal or quotation.

I. **“Offeror”** means a vendor who responds to a Solicitation.

J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/her designee.

K. **“Responsible Offeror”** means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.

L. **“Responsive Offeror”** means the Offeror who submits a Proposal that conforms in all material respects to this Request for Proposals, Instructions to Offerors and the Plans and Specifications which are incorporated herein by this reference.

M. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Qualifications (“RFQ”).

N. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

O. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

P. **“School District”** means the District or public entity that executes the Contract.
2. Inquiries

A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Neither lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.

B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Proposal and not be opened until after the Proposal due date and time.

D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.

E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.

F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.

G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Proposal Preparation

A. Forms. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. Typed or Ink; Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.

RFQ 22-21-26
Due August 18 2021
C. **Evidence of Intent to be Bound.** Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

D. **Exceptions to Terms and Conditions.** All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror’s preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

E. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities in the Proposal.

F. **Cost of Proposal Preparation.** The District will not reimburse any Offeror the cost of responding to a Solicitation.

G. **Solicitation Amendments.** Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Proposal.

H. **Federal Excise Tax.** School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. **Provision of Tax Identification Numbers.** Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.

J. **Identification of Taxes in Proposal.** School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.

K. **Disclosure.** If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

L. **Solicitation Order of Precedence.** In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
   1. Amendments

RFQ 22-21-26
Due August 18 2021
2. Special Terms and Conditions
3. Uniform General Terms and Conditions
4. Scope of Work/Specifications
5. Attachments
6. Exhibits
7. Special Instructions
8. Uniform Instructions to Offerors

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

4. Submission of Offer
   A. Sealed Envelope or Package. Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
   B. Electronic Submission. If determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the RFP. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
   C. Proposal Amendment or Withdrawal. An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the RFP. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
   D. Public Record. All Proposals submitted in response to this solicitation shall become the property of Scottsdale Unified School District. Proposals will become a matter of public record available for review under the supervision of the Purchasing Official by appointment as follows:

1. Until the District awards the contract, or terminates the procurement, only the name of each person on the final list will be made available to the public. All other information received shall be confidential in order to avoid disclosure of the contents that may be prejudicial to competing respondents during the selection process.
2. Upon award of the contract, or upon termination of the procurement, the District will make the contents of the procurement file available to the public with the exception of the following:
   a. The Statements of Qualifications
   b. Final score or rank for each firm that submitted qualifications
   c. Final score or rank for each firm that was interviewed, if held by the District
3. Upon entering into the contract under this solicitation, or upon termination of the procurement, the District will make all documents available to the public. Information determined to be a trade secret or other proprietary data shall remain confidential.

RFQ 22-21-26
Due August 18 2021
E. **Non-Collusion, Employment, and Services.** By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and

2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and

3. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

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

5. **Additional Proposal Information**

A. **Unit Price Prevails.** Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes.** The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.

C. **Late Proposals, Modifications or Withdrawals.** A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.

D. **Disqualification.** A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Proposal Acceptance Period.** An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).

F. **Payment.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

RFQ 22-21-26
Due August 18 2021
G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District reserves the right to:

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

6. Award

A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.

B. Contract Commencement. A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the District with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Proposal and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

D. Final Acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

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

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

RFQ 22-21-26
Due August 18 2021
8. Time for filing protests R7-2-1143.

A. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.

B. In cases other than those covered in subsection (A), the interested party shall file the protest within 10 days after the school district makes the procurement file available for public inspection.

C. The interested party may file a written request with the District representative for an extension of the time limit for protest filing set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The District representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

D. If the interested party shows good cause and it is advantageous to the school district, the District representative may consider any protest that is not filed timely.

E. The District representative shall immediately give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties.

F. At any time the District representative or hearing officer may refer the protest to the governing board for resolution in accordance with R7-2-1152.
1. **Contract Interpretation**

   A. **Arizona Law.** The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

   B. **Implied Contract Terms.** Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

   C. **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:

   1. Amendments;
   2. Special Terms and Conditions;
   3. Uniform General Terms and Conditions;
   4. Statement or Scope of Work;
   5. Specifications;
   6. Attachments;
   7. Exhibits;
   8. Documents Referenced in the Solicitation;

   D. **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

   E. **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

   F. **No Parol Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

   G. **No Waiver.** Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. **Contract Administration and Operation**

   A. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

   B. **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

   C. **Audit.** Pursuant to A.R.S. § 35-214 at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

   D. **Inspection and Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor’s processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor’s facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.

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

F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

3. Costs and Payments

A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.

B. Applicable Taxes.

1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.

2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

4. IRS W-9. In order to receive payment under any resulting Contract, Offeror shall have a current I.R.S. W-9 Form on file with the School District.

C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

4. Contract Changes

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

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

5. Risk and Liability

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.
   1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
   2. Force Majeure shall not include the following occurrences:
      a. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market; or
      b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
      c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
   3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
   4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. Warranties
A. **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:
   1. A quality to pass without objection in the trade under the Contract description;
   2. Fit for the intended purposes for which the materials or services are used;
   3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
   4. Adequately contained, packaged and marked as the Contract may require; and
   5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness.** The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing.** The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/testing of or payment for the materials or services by the School District.

E. **Exclusions.** Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

F. **Compliance with Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

G. **Survival of Rights and Obligations after Contract Expiration or Termination.**
   1. **Contractor’s Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
   2. **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. **School District’s Contractual Remedies**

A. **Right to Assurance.** If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District’s option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Stop Work Order**
   1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
   2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
C. **Non-exclusive Remedies.** The rights and the remedies of the School District under this Contract are not exclusive.

D. **Nonconforming Tender.** Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. **Right to Offset.** The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor’s nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. **Contract Termination**

A. **Cancellation for Conflict of Interest.** Per A.R.S. § 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. **Gratuities.** The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. **Suspension or Debarment.** The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. **Termination for Convenience.** The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. **Termination for Default.** In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District re-procuring the materials or services.

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

9. Contract Claims

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

10. Federal and State Requirement

A. Compliance with Federal and State Requirements - Contractor agrees, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work hours and Safety Standards Act, the Davis-Bacon Act, and Copland Anti-Kickback Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375.

B. Offshore Performance - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. Contractor's Employment Eligibility - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. District may request verification of compliance from any Contractor or subcontractor performing work under this Contract. District reserves the right to confirm compliance in accordance with the applicable laws. Should the District suspect or find that the Contractor or any of its subcontractors are not in compliance, the School District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

D. Davis-Bacon – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. Fingerprint and Background Checks - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. Terrorism Country Divestments - Per ARS § 35-392, The District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. Registered Sex Offender Restrictions - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member’s discretion. Contractor must identify any additional costs associated with
compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. Affordable Care Act - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.

I. EDGAR – When Districts seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR).

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

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

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

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

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

16. Contractor’s Employment Eligibility
By entering the contract, Contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The District may request verification of compliance from any Contractor or Subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.
Should the District suspect or find that the Contractor or any of its Subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the contractor.

17. Clean Air and Water Act

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

18. Conflict of Interest

A. All bidders must disclose the name of any officer, director, or agent who is also an employee or Governing Board member of the Scottsdale Unified School District.

B. All bidders must disclose the name of any District employee or Governing Board member who owns, directly or indirectly, any interest in the offeror’s business of any of its branches.
1. **Bonfire Electronic Procurement Portal Registration**

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

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

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

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

5. **Cancellation**
   This contract can be canceled with a written notification of 30 days in advance of cancellation from either party. The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.
6. **Billing**
   All billing notices and/or invoices must be sent to the District’s Accounts Payable department, as shown on the purchase orders. All invoices shall identify the specific item(s) being billed, including but not limited to labor, chemicals, supplies, equipment, etc. Any purchase order issued by the District will refer to the RFP number of this solicitation.

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

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

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

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

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

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

11. **Licenses**
    Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.
12. **Relationship of the Parties**
   It is understood and agreed that the awarded firm is a separate legal entity from SUSD and neither the firm nor any of their employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of SUSD. The vendor assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers’ compensation, disability benefits and like requirements and obligations.

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

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

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

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

17. **Offeror’s Employees**
   Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:
   - Workers’ Compensation Insurance
   - Federal and State Unemployment Taxes
   - Federal and State Withholding and Reporting Requirements
   - Unemployment Compensation Insurance
   - Federal, State, and Local Employment Laws

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

   In compliance with all applicable laws, the Offeror shall, at no charge to the District, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for the District to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to
the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.
Per Arizona Revised Statutes § 23-263 contractor is required to pay each employee wages not less than the applicable minimum wage for each hour worked subject to Arizona’s minimum wage laws. Minimum wage must be paid for all hours worked, regardless of the frequency of payment and regardless of whether the wage is paid on an hourly, salaried, commissioned, piece rate, or any other basis.

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

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

20. **Equal Employment Opportunity**

21. **Contract Work Hours and Safety Standard Act**

22. **Responsibility of Offerors**
The District will consider the following factors in determining if an Offeror is responsible:
A. The proposed contractor’s financial, material, personal and other resources, including subcontractors.
B. The proposed contractor’s record of performance and integrity.
C. Whether the proposed contractor is qualified legally to contract with the public entity.
D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
E. Prior litigation history.
1. **Pre-Proposal Site Visit**

A non-mandatory but highly recommended site visit is scheduled for July 29th, 2021 at 8:00 a.m. at Tavan Elementary School campus located at 4610 E. Osborn Road Phoenix AZ 85018. The date listed above is the only scheduled guided site visit. Should unusual circumstances prevent offerors from attending the scheduled guided site visit, the District may, at its discretion, schedule an additional guided site visit. However, vendors are hereby advised that a second site review is not promised and will be offered only after reviewing each request on its own merits.

2. **Inquiries**

All questions regarding this RFQ must be submitted in writing **no later than August 18th, 2021 at 1:00 PM Arizona Time** via email to Marty Topham at mtopham@susd.org.

3. **Preparation of Proposals**

   A. **Electronic Documents**

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

   B. **Proposal Format**

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

   C. **Acknowledgement of Amendments**

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

4. **Submission of Proposal**

   A. **Offer and Acceptance**

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

   B. **Confidential Information**

   If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing.
(price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1016, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

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

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

C. References

Each offering firm should provide at least three references using the form included within this RFP. Performance Evaluation Surveys should also be provided to these references to submit on the firm’s behalf.

D. Attachments

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

E. Offer Submission, Due Date and Time

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

F. Non-collusion, Employment, and Services

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

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

5. EVALUATION PROCESS AND SELECTION CRITERIA

A. Evaluation Overview

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

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

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

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

B. Evaluation Committee

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

School Principal
Chief Financial Officer
Director of Facilities & Management
C. **Proposed Selection Schedule**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Qualifications issued</td>
<td>July 28, 2021</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>August 11, 2021</td>
</tr>
<tr>
<td>Due Date of RFQ Submittals</td>
<td>August 25, 2021</td>
</tr>
<tr>
<td>Evaluations</td>
<td>August 25 2021 – September 2 2021 (Tentative)</td>
</tr>
<tr>
<td>Interviews of Selected Firms</td>
<td>September 15, 2021 (Tentative)</td>
</tr>
<tr>
<td>Board Approval Date</td>
<td>October 5, 2021 (Tentative)</td>
</tr>
</tbody>
</table>

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

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

1. **Qualifications and Experience of Personnel Assigned - (300 points)**
   
   The overall qualifications and experience of key personnel assigned to perform construction services; The education and certification background of personnel shall be reviewed and tenure of the proposed personnel with submitting firm; The alternative delivery method skills of team shall be considered including estimating, value engineering, performing constructability reviews, establishing GMP's, and managing construction activities as the GC representative.

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

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

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

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

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

   The financial condition of the offeror shall be reviewed to ensure long term viability; The safety record of the offer shall be considered; Bonding capacity shall be reviewed along with ability to provide necessary insurance requirements; The number of years in operation, knowledge of Arizona construction market, and reputation to attract quality sub-contractors shall be
considered; The ability of the firm to effectively absorb new projects considering existing workload.

5. **Response Format - (100 points)**
The ability of the firm to provide all information required at time of RFQ submittal and the quality of the statement of qualifications.

6. **Interview Process, Short List Phase (100 Pts)**
The committee will determine who to interview. These criteria shall only be applied to those firms who make the interview short-list phase and will be used to establish the final short-list ranking. At this point, each vendor's score will be set to zero. Under these criteria, the committee will consider the overall impression made by the submitting firm regarding their ability to successfully deliver the specified project. The ability of the firm to present a "team" profile that will be conducive to project success and present creative solutions to accomplish the scope of work. Reference checks will also be factored into this phase of the evaluation. The ability of firm to agree to all terms and conditions represented in District contract between owner and CMAR.

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

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

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

The project budget is pending final Governing Board approval of project description: Renovate campus or rebuild or a combination of both.

Pre-Construction Services shall begin immediately following award of contract by the SUSD Governing Board. The anticipated construction timeline is Spring of 2022 with Substantial Completion no later than July 15, 2022. The District may use multiple GMP’s to speed the timeline of construction.

Architectural Services will be provided by SPS+ Architects.

TAVAN ELEMENTARY SCHOOL REMODEL/REBUILD PROJECT

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

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

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

B. SITE DESCRIPTION

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

The scope will require multiple phases of construction for demolition, new construction, renovation and site reconstruction including approximately 70,000 of educational facilities in four buildings. Construction may begin Spring of 2022 with all phases complete no later than 7/15/2022. The construction budget for this project including both bond and adjacent ways is $7,750,000 ($6,750,000 and $1,000,000 respectively)

Tavan Elementary School is located at 4610 East Osborn
Phoenix, AZ  85018-6018
Lat/Long: School: Latitude: 33.488215
Longitude: -111.982051
Approximate Lot Size: School: 415,800 sq ft, Play Fields: 435,600 sq ft
Zoning: R1-7
C. PRE-CONSTRUCTION/DESIGN PHASE SERVICES

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

1. The immediate challenge of the pre-construction services team will be to assist the District and Architectural team to develop a rough order of magnitude budget for both a renovation and complete campus rebuild concepts. This will be the final component of the feasibility study that will provide guidance to the SUSD Governing Board.

2. Key project personnel shall attend regular meetings with the District and the Architect to review project status, review design and update the construction cost estimate.

3. Consult with the District and Architect and/or engineers regarding site use and improvements, phasing of the project, selection of materials, building systems and requirements. Firm shall make suggestions on which systems are most cost-effective, energy efficient, and provide the most reliable use during its lifecycle.

4. Conduct value engineering including estimates of alternative designs, procedures or materials, preliminary budgets, and possible economies of scale.

5. Prepare and periodically update a preliminary project schedule for the Architect’s and/or engineer’s review and the District’s approval. At a minimum, this schedule shall be updated on a monthly basis.

6. The firm shall coordinate and integrate the preliminary project schedule with the services and activities of the District, Architect and/or engineers and CMAR. As the design proceeds, the preliminary project schedule shall be updated (at a minimum on a monthly basis) to indicate construction phasing, proposed activity sequences and duration, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price (GMP) proposal.

7. When each design phase documents are complete, the firm shall prepare a detailed cost estimate with supporting data. The team will not proceed until the cost estimate is within the specified budget limits.

8. During the preparation of the construction documents, the CMAR shall update and refine the cost estimate when the plans are approximately 95% complete and ready for regulatory review. If the estimate exceeds the approved budget or GMP (if already established and approved), the CMAR shall make recommendations to the District and Architect and/or engineer to reduce the cost of the project. In no case will the project be allowed to exceed the project budget, except for change orders requested by the District. This will conclude with a GMP submittal(s) for owner approval.

9. The CMAR will have full budgetary responsibility from the design phase through the establishment of the GMP on the project.

10. The firm shall recommend to the District and Architect and/or engineer a schedule for procurement of long lead time items that will constitute part of the work as required to meet the project schedule.

11. The CMAR will provide constructability studies and reviews at intervals as agreed to during contract negotiations.

12. Prepare GMP, provide all cost/estimating information to District
D. CONSTRUCTION SERVICES

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

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

Construction phase services by the CMAR may include:

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

E. LIQUIDATED DAMAGES

If the Contractor fails to deliver the project within the agreed to substantial and final completion dates, the District will incur sufficient damages. Actual damages are difficult to determine and quantify. Therefore, in lieu of actual damages the successful Contractor shall agree to pay to the District liquidated damages in the amount as negotiated in the final contract, per calendar day for every day exceeding the established substantial completion date and in the amount negotiated in the final contract for every day the contractor fails to achieve the final completion date. Liquidated damages will continue to accrue cumulatively until the project achieves
these completion dates. The successful firm shall not be charged with liquidated damages when the delay arises beyond the control and without the fault or negligence of the Contractor. The District, at its sole discretion will determine what event(s) is beyond the control of the Contractor.

F. PERFORMANCE BOND (File #17)

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

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

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

G. PAYMENT BOND (File #18)

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

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

H. PERMITS

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

I. LIENS

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

J. LIEN WAIVERS

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

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

L. USE AND OCCUPANCY

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

M. SITE INSPECTION

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

N. CLEAN UP

1. The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the project, as well as tools, construction equipment, machinery and surplus materials.

2. Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

3. If the contractor fails to clean up the work, the District may do so and the cost thereof shall be charged to the contractor.

O. SPILLAGE

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

P. INSPECTION

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

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

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

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

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

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

3. **Experience of Firm**
   A. Identify five most recent representative examples of similar work along with contact information for each. Information shall include:
      1. Description of project.
      2. Location.
      3. Architect firm and contact information.
      4. Identification of key contact and phone number.
5. Construction services performed (brief).
6. When GMP was established (90%, etc.).
7. Original GMP.
8. Final contract amount.
9. Total number of change orders.
10. Original substantial completion date and actual substantial completion date achieved for project.
11. Type of project delivery method used.

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

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

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

4. Organizational Strength

A. Provide audited financial statements representing the past two years. Provide Balance Sheets and the Statement of Income and retained earnings. *(Submit as Form 19 in Bonfire Portal)*

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

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

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

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

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

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

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

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

5. Method of Approach

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

B. Describe the various pre-construction services offered for this project.

C. Describe firm's approach and philosophy working at an active site with students and staff.

D. The process of establishing the GMP shall be presented along with the recommended point of setting this price.

E. The approach firm takes in performing the project once the GMP is set to include the following:
   1. Schedule adherence.
   2. Execution.
   3. Inspection.
4. Quality assurance.
5. Safety culture.
6. Change orders.
7. Overall management and approach to cost savings.

F. Describe the firm’s subcontractor management plan to include the following:
   1. Selection of subcontractors using both qualifications and cost as a selection approach (the District requires that at least three to five sub-contractors shall be solicited for all work excluding self-performed work).
   2. Subcontractor recruitment.
   3. Controversies and claims related to work performed by subcontractors.

G. Describe firm’s philosophy on self-performing any of the trade work along with a percentage of project that will be self-performed, if any.

6. Miscellaneous

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

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

Construction Manager’s response to the District’s RFQ
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Addenda No. 1 and No. 2
August 25, 2021

Marty Topham, Senior Contract Buyer
Purchasing Department
Scottsdale Unified School District
7575 East Main Street
Scottsdale, AZ 85251

RE: RFQ #22-21-26 | CMAR Services for Tavan Elementary School

Dear Mr. Topham and Members of the Selection Committee,

CORE Construction (CORE) appreciates this opportunity to submit our Statement of Qualifications for Construction Manager at Risk Services (CMAR) for the Scottsdale Unified School District (SUSD) Tavan Elementary School project. As a local company, we have stretched across the state with a passion for serving Arizona’s public schools. CORE has been fortunate enough to become the #1 public education builder in Arizona and the 5th largest education builder in the nation according to Building Design + Construction (BD+C). With our experience in serving SUSD, we hope that you have seen the difference in how we build, how we do business, and our dedication to serving your District and community. Tavan is a special place that deserves a chance to be reimagined! We could not be more excited about this “once-in-a-generation” opportunity for Tavan and its community. Our greatest desire, articulated through the pages of this response, is to earn the privilege to be your builder and prove that our unique experience, genuine passion for Public K-12 education, and intimate knowledge of SUSD is the perfect fit to ensure this community and these kids get the school they deserve. The following points explore why CORE is uniquely qualified to exceed SUSD’s expectations:

PRIORITIZATION OF SCOPE

● In just our short walk through, our team saw firsthand the challenge that SUSD has on its hands in trying to figure out which scopes are the top priority to tackle within this limited budget. COREknowsthat you know this school best – it’s your home. SUSD and Tavan Leadership know what works and what doesn’t work. We believe our role is to analyze your needs list, prioritize the scopes most urgent and come up with creative ways to bundle these scopes in the most cost-effective way. We are thankful to bring an unmatched preconstruction approach to this project that will ensure the SUSD taxpayer dollars are utilized in the most impactful way for the Tavan community.

HISTORY WITH SUSD

● Our proposed team has been fortunate enough to work on over $70 million worth of construction with SUSD. SUSD has played an important role in this team’s career and for that we are forever grateful. We believe that through every project valuable lessons were learned as a team and we are eager to apply those lessons learned on day 1 for Tavan. We understand Scottsdale’s standards, community feedback process and would love an opportunity to be a part of revitalizing Tavan.

STUDENT ENGAGEMENT AND ACTIVE CAMPUS TEAM

● CORE’s project team has a successful history with active campus renovation projects, completing more than 44 of them. We believe that the change that comes with construction on campus can be scary for parents, students and teachers. However, we have found that it is an extreme learning opportunity and one that builds excitement if the engagement is done correctly. Through collaboration with SUSD, Principal Ballard, and SPS+, we have no doubt this team will create buzz and excitement around the campus, and the surrounding community. We ensure to find fun and creative ways for student learning using our construction site as a classroom and putting STEM learning at the forefront of what we do. With the hands-on learning experience, we have no doubt this will positively impact future generations of Wildcats!

Our key personnel identified in this Statement of Qualifications are available and excited to work hands-on with the District on the Tavan Elementary School project. Thank you for your careful review and consideration of our qualifications. Our entire team looks forward to this opportunity, and I am dedicated as your primary point-of-contact. I can be reached at 602.980.3301 and proposals@coreconstruction.com, should you require any additional information and/or clarification.

Respectfully submitted,

Todd Steffen, President | CORE

CORE is in receipt of Addenda No. 1 issued July 29, 2021 and Addenda No. 2 issued August 20, 2021.
### T1: BASIC COMPANY INFORMATION

**A. Company Name:** CORE Construction  
**B. Address:**  
3036 East Greenway Rd.  
Phoenix, AZ 85032  
**C. Telephone Number:** 602.494.0800  
**D. Fax Number:** 602.494.9481  
**E. Email Address:** proposals@coreconstruction.com  
**F. Name of Primary Contact Person:**  
Todd Steffen, President  
602.980.3301  
proposals@coreconstruction.com  
**G. Number of years in business (under submitted name) and number of years operating within the Phoenix metro area:**  
CORE has been in business for 18 years under the submitted name and has been operating within the Phoenix metro area for 39 years.  
**H. Arizona license(s) held by firm:**  
Please refer below for CORE’s licensing.  
**I. If the firm has more than one office, provide specific information about the parent company and administering branch office:**  
CORE has six offices located in the state of Arizona with offices in Phoenix, Tempe, Flagstaff, Mesa, Tucson, and Yuma. Our Phoenix office will be responsible for completing your project on time and within budget.  
**J. Indicate the type of ownership (corporation, joint venture, limited liability company, sole proprietorship, etc.):**  
CORE is an S Corporation.

### ARIZONA LICENSES

**STATE OF ARIZONA CONTRACTORS LICENSE**  
ROC 069786 CLASS B-1 - CONSTRUCTION  
EXP. 10/31/2021  

**STATE OF ARIZONA CONTRACTORS LICENSE**  
ROC 110343 CLASS A - ENGINEERING  
EXP. 10/31/2021
A. Identify and present the project team consisting of all key personnel who will be specifically assigned to this project from pre-construction phase through project warranty phase (general management, project management, estimator, construction superintendent, marketing coordinator, etc.). Number of years with submitting firm shall be noted for each member. Please refer below for CORE’s proposed project team:

**YOUR PROJECT TEAM**

- **Todd Steffen, President** (23 years with CORE)
  - Client satisfaction is one of Todd’s paramount goals. He has diversity in every aspect of construction, from pre-construction to project management and staff development. Todd will oversee the construction activities, guaranteeing that your project is successfully completed on time, on budget, and with the highest level of quality.

- **Natalie Orne, Vice President** (8 years with CORE)
  - As an SUSD Parent, Natalie understands the importance of making sure the community feels heard. Her unique background in accounting will also ensure the community believes their taxpayer dollars are being used wisely. She is a firm believer in an active campus being an amazing learning opportunity and looks forward to working with the project team on incorporating lessons during Team.

- **John Tomasson, LEED AP, Project Director** (4 years with CORE)
  - As Project Director, John has over 35 years of experience in construction management and a diverse resume which brings a unique and seasoned perspective to the team. He is devoted to serving SUSD’s vision and is confident in delivering your CMAR project successfully. John is well-versed and efficient with all operations expectations and can guarantee adherence to all construction procedures.

- **Jason Santor, LEED AP BD+C, Director of PreConstruction** (7 years with CORE)
  - As Director of PreConstruction, Jason will bring creative approaches facilitating our estimating processes and unique experience with SPS+ to succeed on the Tavan Rebuild project. He will work diligently with his team of experts to provide SUSD with the best options so that project dollars are allocated efficiently.

- **Whitney Bunn, LEED AP, Project Manager** (13 years with CORE)
  - As Project Manager for your project, Whitney will be responsible for all early coordination during pre-construction, and all coordination between SUSD and CORE. He will maintain open communication and deliver updates to SUSD, ensuring that your project is meeting budget and scheduling constraints. Whitney will provide CMAR services from design through construction.

- **Ti Morse, Superintendent** (17 years with CORE)
  - As Superintendent, Ti will be responsible for the overall supervision and coordination of subcontractors and suppliers for your project. He will oversee schedule control, quality control, and safety, ensuring that Tavan Elementary School is built with excellence. He excels in problem solving and is proactive in managing jobsite activities.

- **Gene Traver, Director of Warranty** (23 years with CORE) (Added Value)
  - As Director of Warranty, Gene Traver will handle all warranty related items after construction is complete. Gene will meet with every facility manager during the close-out phase to discuss CORE’s online warranty program. Gene will cover this program in detail and reinforce that CORE’s commitment to SUSD continues throughout the warranty period and beyond.
T2: KEY PERSONNEL

B. Detailed information regarding each key personnel’s education and experience shall be clearly identified. Specific experience with performing CMAR projects shall be identified for each member. Resumes shall be provided for all assigned personnel. (Caution: The District fully expects the successful firm to follow through with the same personnel identified through this process. Any change to this assignment shall be approved by the District.

President
TODD STEFFEN

Todd serves as President of CORE and will be accountable for the overall success of your project. He has an extensive amount of experience in the CMAR delivery method and will be available to assist in project organization and control, the scheduling process, and the procedures by which all team members operate. Client satisfaction is one of Todd’s paramount goals. He strives to achieve continuous improvement and will guarantee that this project is finished on time, on budget, and with the highest possible level of quality.

23 YEARS WITH CORE
23 YEARS TOTAL EXPERIENCE

EDUCATION
B.S. in Construction Management
Illinois State University

LICENSES AND REGISTRATIONS
OSHA 30-Hour
Construction Management Association of America
Association of Construction Excellence
United States Green Building Council

OTHER RELEVANT PROJECT EXPERIENCE
SUSD Hopi Elementary School Rebuild
SUSD Pima Elementary School Rebuild
Mesa Verde Elementary School Renovations
Kilip Elementary School
Cherokee Elementary School Rebuild
PVUSD Sky Crossing Elementary

WASHINGTON ELEMENTARY SCHOOL DISTRICT
ACACIA ELEMENTARY AND MOUNTAIN SKY JR. HIGH ADDITIONS & RENOVATIONS
PHOENIX, AZ | 20,631 SF | $9,130,834
K-12 • CMAR • RENOVATIONS • ACTIVE CAMPUS

OSBORN ELEMENTARY SCHOOL DISTRICT
SOLANO ELEMENTARY SCHOOL ADDITIONS & RENOVATIONS
PHOENIX, AZ | 12,672 SF | $6,506,874
K-12 • CMAR • RENOVATIONS • ACTIVE CAMPUS

CAVE CREEK UNIFIED SCHOOL DISTRICT
BLACK MOUNTAIN ELEMENTARY MODERNIZATION
CAVE CREEK, AZ | 4,200 SF | $6,407,717
K-12 • CMAR • RENOVATIONS • ACTIVE CAMPUS

KYRENE ELEMENTARY SCHOOL DISTRICT
KYRENE TRADITIONAL ACADEMY RE-PURPOSING AND SUREÑO REMODEL
CHANDLER, AZ | 67,107 SF | $7,808,236
K-12 • CMAR • RENOVATION • ACTIVE CAMPUS

“DYSART USD HAS HAD A VERY SUCCESSFUL PARTNERSHIP WITH CORE CONSTRUCTION FOR OVER TEN YEARS. THEY HAVE PROVEN TO BE RESPONSIVE, RELIABLE, AND A CONTRACTOR YOU CAN DEPEND ON TO DO THE JOB RIGHT THE FIRST TIME.”

BOB YOUNG
DYSART UNIFIED SCHOOLS DISTRICT

DYSART USD HAS HAD A VERY SUCCESSFUL PARTNERSHIP WITH CORE CONSTRUCTION FOR OVER TEN YEARS. THEY HAVE PROVEN TO BE RESPONSIVE, RELIABLE, AND A CONTRACTOR YOU CAN DEPEND ON TO DO THE JOB RIGHT THE FIRST TIME.
Vice President
Natalie Orne

As Vice President, Natalie will lead the CORE management team throughout all phases of your project. She is passionate about client service and will ensure all team members understand SUSD’s vision and goals, so expectations are managed from day one. Natalie is committed to providing clear, transparent communication and holding the CORE team to the highest standards of excellence.

8 YEARS WITH CORE
12 YEARS TOTAL EXPERIENCE

Education
M.S. and B.S. in Accounting
Bradley University

Licenses and Registrations
Certified Public Accountant
Construction Management Association of America
Association of Construction Excellence
United States Green Building Council

Other Relevant Project Experience
SUSD Hopi Elementary School Rebuild
SUSD Pima Elementary School Rebuild
Mesa Verde Elementary School Renovations
Killip Elementary School
Cherokee Elementary School Rebuild
PVUSD Sky Crossing Elementary

CORE ISN’T A FIRM THAT PACKS UP ONCE THE JOB IS DONE, THEY CONTINUE TO HELP AT COMMUNITY EVENTS AND INVEST THEIR TIME AND EFFORT INTO HELPING OUR SCHOOLS. I WOULD HIGHLY RECOMMEND THEM FOR ANY PROJECT.

Paul Gagnon
Principal
Eastmark High School
Queen Creek Unified School District

Washington Elementary School District
Acacia Elementary and Mountain Sky Jr. High Additions & Renovations
Phoenix, AZ | 20,631 SF | $9,130,834
K-12 • CMAR • Renovations • Active Campus

Osborn Elementary School District
Solano Elementary School Additions & Renovations
Phoenix, AZ | 12,672 SF | $6,506,874
K-12 • CMAR • Renovations • Active Campus

Cave Creek Unified School District
Black Mountain Elementary Modernization
Cave Creek, AZ | 4,200 SF | $6,407,717
K-12 • CMAR • Renovations • Active Campus

Kyrene Elementary School District
Kyrene Traditional Academy Re-Purposing and Sureño Remodel
Chandler, AZ | 67,107 SF | $7,808,236
K-12 • CMAR • Renovation • Active Campus
T2: KEY PERSONNEL

Project Director
JOHN TOMASSON, LEED AP

As Project Director, John has over 35 years of experience in construction management and a diverse resume which brings a unique and seasoned perspective to the team. He is devoted to serving SUSD’s vision and is confident in delivering a successful CMAR project. John is well-versed on all operations expectations and works efficiently to guarantee adherence to all construction procedures and field duties.

4 YEARS WITH CORE
35 YEARS TOTAL EXPERIENCE

EDUCATION
B.S. in Construction Management
Northern Illinois University

LICENSES AND REGISTRATIONS
OSHA 30-Hour
LEED Accredited Professional
Construction Management Association of America
Association of Construction Excellence
United States Green Building Council

OTHER RELEVANT PROJECT EXPERIENCE
Valley View School Replacement
Hopi Elementary School Rebuild
Saddle Mountain Elementary School No. 4
Mica Mountain High School & Vail Inclusive Preschool
Madison Elementary School Parking Garage

THE PEOPLE AT CORE WERE GENUINE AND INFORMATIVE EVERY STEP OF THE WAY. I WAS REALLY IMPRESSED WITH THE WEEKLY MEETINGS, PLANNING, AND CONCERN TO DO WHAT WAS BEST FOR THE STUDENTS OF MY DISTRICT COMMUNITY.

DR. RICHARD RAMOS
EXECUTIVE DIRECTOR OF INNOVATION AND LEARNING
ROOSEVELT ELEMENTARY SCHOOL DISTRICT

WASHINGTON ELEMENTARY SCHOOL DISTRICT
ACACIA ELEMENTARY AND MOUNTAIN SKY JR. HIGH ADDITIONS & RENOVATIONS
PHOENIX, AZ | 20,631 SF | $9,130,834

K-12 ● CMAR ● RENOVATIONS ● ACTIVE CAMPUS

SCOTTSDALE UNIFIED SCHOOL DISTRICT
HOPI ELEMENTARY SCHOOL REBUILD
SCOTTSDALE, AZ | 79,985 SF | $18,311,816

K-12 ● CMAR ● REPLACEMENT ● ACTIVE CAMPUS

SCOTTSDALE UNIFIED SCHOOL DISTRICT
CHEROKEE ELEMENTARY SCHOOL
SCOTTSDALE, AZ | 80,905 SF | $23,040,730

K-12 ● CMAR ● REPLACEMENT ● ACTIVE CAMPUS

SCOTTSDALE UNIFIED SCHOOL DISTRICT
PIMA TRADITIONAL SCHOOL REBUILD
SCOTTSDALE, AZ | 72,000 SF | $16,957,130

K-12 ● CMAR ● REPLACEMENT ● ACTIVE CAMPUS
**T2: KEY PERSONNEL**

**Director of PreConstruction**

**JASON SANTOR, LEED AP BD+C**

As the Director of PreConstruction for your project, Jason will provide comprehensive pre-construction services through excellent collaboration with the entire team. He will oversee and facilitate our estimating processes and provide the necessary experience and skill sets to help control, monitor, and manage the project from a cost, schedule, and quality point of view. Jason's experience will help lead the Tavan project to the Best Value and he will work closely with SUSD and SPS+ to ensure the finish plans match expectations. Jason will clearly communicate the project goals and objectives to all parties and is committed to delivering best value to SUSD.

**7 YEARS WITH CORE**

**12 YEARS TOTAL EXPERIENCE**

**EDUCATION**

B.S. in Construction Management
Arizona State University

**LICENSES AND REGISTRATIONS**

OSHA 30-Hour
LEED Accredited Professional BD+C
Construction Management Association of America
Association of Construction Excellence
United States Green Building Council
NAFAC QA/QC

**OTHER RELEVANT PROJECT EXPERIENCE**

Eastmark Junior High Addition
Valley View School Replacement
Monte Vista Elementary School
Marionneaux Elementary School
Fireside Elementary School

**WHILE WORKING ON CAMPUS, THE WORKERS WERE PROFESSIONAL, FRIENDLY, AND HARDWORKING. I RECOMMEND CORE CONSTRUCTION WITHOUT ANY RESERVATION AND I WOULD BE HAPPY TO TALK TO ANY OTHER SCHOOL ADMINISTRATORS.**

GINA PIRAINO
PRINCIPAL
TAYLOR JUNIOR HIGH SCHOOL

**WASHINGTON ELEMENTARY SCHOOL DISTRICT**

**ACACIA ELEMENTARY AND MOUNTAIN SKY JR. HIGH ADDITIONS & RENOVATIONS**

PHOENIX, AZ | 20,631 SF | $9,130,834

K-12 • CMAR • RENOVATIONS • ACTIVE CAMPUS

**OSBORN ELEMENTARY SCHOOL DISTRICT**

**SOLANO ELEMENTARY SCHOOL ADDITIONS & RENOVATIONS**

PHOENIX, AZ | 12,672 SF | $6,506,874

K-12 • CMAR • RENOVATIONS • ACTIVE CAMPUS

**SCOTTSDALE UNIFIED SCHOOL DISTRICT**

**CHEROKEE ELEMENTARY SCHOOL**

SCOTTSDALE, AZ | 80,905 SF | $23,040,730

K-12 • CMAR • REPLACEMENT • ACTIVE CAMPUS

**KYRENE ELEMENTARY SCHOOL DISTRICT**

**KYRENE TRADITIONAL ACADEMY SUREÑO REMODEL**

CHANDLER, AZ | 67,107 SF | $7,808,236

K-12 • CMAR • ADDITION • ACTIVE CAMPUS
Project Manager
WHITNEY BUNN, LEED AP

As Project Manager, Whitney is one of CORE's strongest team members when it comes to continuity and smooth transition into the field. His strong management skills, pre-construction planning, and integrated project delivery experience creates proficiency in problem solving and communication to keep everyone on the same page. Whitney is commended for leadership, commitment, team development, and building relationships amongst the clients, design teams, and building partners. Whitney's attention to detail and transparency will ensure that your project is successfully completed on time and on budget.

13 YEARS WITH CORE
13 YEARS TOTAL EXPERIENCE

EDUCATION
B.S. in Construction Management
Arizona State University

LICENSES AND REGISTRATIONS
OSHA 30-Hour
NAVFAC QA/QC
Construction Management Association of America
Association of Construction Excellence
Young Builder’s Council
LEED Accredited Professional

OTHER RELEVANT PROJECT EXPERIENCE
SUSD Pima Traditional School Rebuild
SUSD Hopi Elementary School Rebuild
Estrella Foothills High School Campus Improvements
Youngker High School Campus Improvements
Buckeye Learning Center

YOU WILL NOT FIND AN ORGANIZATION THAT IS MORE RESPONSIVE, EXPERIENCED, AND CONSCIENTIOUS TO PERFORMANCE QUALITY, TIME AND BUDGET WITH ALL PROJECTS, REGARDLESS OF SIZE/COMPLEXITY.

DR. PERRY BERRY
SUPERINTENDENT
QUEEN CREEK UNIFIED SCHOOL DISTRICT

WASHINGTON ELEMENTARY SCHOOL DISTRICT
ACACIA ELEMENTARY AND MOUNTAIN SKY JR. HIGH ADDITIONS & RENOVATIONS
PHOENIX, AZ | 20,631 SF | $9,130,834
K-12  •  CMAR  •  RENOVATIONS  •  ACTIVE CAMPUS

BUCKEYE ELEMENTARY SCHOOL DISTRICT
BUCKEYE ELEMENTARY SCHOOL MODERNIZATION
BUCKEYE, AZ | 30,390 SF | $2,119,470
K-12  •  CMAR  •  REPLACEMENT  •  ACTIVE CAMPUS

SCOTTSDALE UNIFIED SCHOOL DISTRICT
CHEROKEE ELEMENTARY SCHOOL
SCOTTSDALE, AZ | 80,905 SF | $23,040,730
K-12  •  CMAR  •  REPLACEMENT  •  ACTIVE CAMPUS

BUCKEYE UNION HIGH SCHOOL DISTRICT
BUCKEYE UNION HIGH SCHOOL CAMPUS IMPROVEMENTS CLASSROOM ADDITION
BUCKEYE, AZ | 2,000 SF | $2,867,422
K-12  •  CMAR  •  REPLACEMENT  •  ACTIVE CAMPUS
Superintendent

TI MORSE

As Superintendent, Ti will be responsible for the overall supervision and coordination of subcontractors and suppliers for your project. He will oversee schedule control, quality control, and safety, ensuring that the elementary school is built with excellence. He excels in problem solving and is proactive in managing job site activities. Ti’s depth of experience makes him a critical key player of our team.

17 YEARS WITH CORE
30 YEARS TOTAL EXPERIENCE

LICENSES AND REGISTRATIONS
OSHA 30-Hour
Construction Management Association of America
Association of Construction Excellence
NAVFAC QA/QC

OTHER RELEVANT PROJECT EXPERIENCE
SUSD Pima Traditional School Rebuild
SUSD Hopi Elementary School Rebuild
SUSD Track and Field Improvements
Gilbert Junior High School Renovations
Mesquite Junior High School Renovations
Raul H. Castro Middle School
Cooley Middle School
Alchesay High School Phases I-V

YOU DON’T HAVE TO SELL ME ON CORE…I’M ALREADY SOLD. THE KYRENE ESD BEGAN A PARTNERSHIP WITH CORE OVER 10 YEARS AGO AND THROUGHOUT THIS TIME MY TRUST AND CONFIDENCE IN THEM HAS NEVER WAVERED.

MASON MEADE
SUPERINTENDENT
KYRENE ELEMENTARY SCHOOL DISTRICT

WASHINGTON ELEMENTARY SCHOOL DISTRICT
ACACIA ELEMENTARY AND MOUNTAIN SKY JR. HIGH ADDITIONS & RENOVATIONS
PHOENIX, AZ | 20,631 SF | $9,130,834
K-12 • CMAR • RENOVATIONS • ACTIVE CAMPUS

CHANDLER UNIFIED SCHOOL DISTRICT
HUMPHREY CTA CLASSROOM ADDITION
CHANDLER, AZ | 14,600 SF | $2,977,830
K-12 • CMAR • ADDITION • ACTIVE CAMPUS

SCOTTSDALE UNIFIED SCHOOL DISTRICT
CHEROKEE ELEMENTARY SCHOOL
SCOTTSDALE, AZ | 80,905 SF | $23,040,730
K-12 • CMAR • REPLACEMENT • ACTIVE CAMPUS

DEER VALLEY UNIFIED SCHOOL DISTRICT
ESPERANZA ELEMENTARY SCHOOL MODERNIZATION
PHOENIX, AZ | 83,516 SF | $6,278,487
K-12 • CMAR • RENOVATION • ACTIVE CAMPUS
T2: KEY PERSONNEL

CORE takes pride in our ability to develop partnerships with the districts and communities that we serve. Much like the culture of SUSD, CORE wants to work with the community and school district to continue supporting your vision throughout the construction of Tavan Elementary School project. One way we are able to achieve this success is through forming lasting community partnerships, and creating an open-door policy with community members, faculty, and students. CORE knows the impact a community can have on the culture of a school and vice-versa, and we realize the success of your project will rely heavily on having each of the stakeholders’ buy-in throughout the design and construction processes. Our goal is for the student and community experience to remain a key part of this project.

G. Provide an organizational chart of the team selected for the appropriate project scopes.
Please refer to the organizational chart below.

ORGANIZATIONAL CHART

<table>
<thead>
<tr>
<th>(Core)</th>
<th>Scottsdale Unified School District</th>
<th>SPS Architects</th>
<th>CORE</th>
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<tbody>
<tr>
<td></td>
<td>ADDITIONAL VALUE</td>
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<td></td>
<td>GENE TRAVER</td>
<td>Vice President</td>
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<td></td>
<td>JASON SANTOR</td>
<td>Director of PreConstruction</td>
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<td></td>
<td>JOHN TOMASSON</td>
<td>Project Director</td>
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<td>WHITNEY BUNN</td>
<td>Project Manager</td>
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<td>TI MORSE</td>
<td>Superintendent</td>
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<td></td>
<td>NATALIE ORNE</td>
<td>Director of Warranty</td>
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<td></td>
<td>TODD STEFFEN</td>
<td>President</td>
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T3: EXPERIENCE OF FIRM

A. Identify five most recent representative examples of similar work along with contact information for each. Information shall include:
1. Description of project.
2. Location.
3. Architect firm and contact information.
4. Identification of key contact and phone number.
5. Construction services performed (brief).
6. When GMP was established (90%, etc.).
7. Original GMP.
8. Final contract amount.
9. Total number of change orders.
10. Original substantial completion date and actual substantial completion date achieved for project.
11. Type of project delivery method used.

Please refer to pages 22-31 for CORE’s five most recent representative examples of similar work.

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

CORE has not submitted any claims related to any business practices of any kind in the past five years.

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

CORE has not had liquidated damages accessed by any owner for late completion of a project within the past five years.

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

Our team has chosen specific projects successfully completed in partnership with K-12 education clients. These projects feature similar scopes of work to the Tavan Elementary School project.

CORE CONSTRUCTION HAS BEEN AND CONTINUES TO BE A PHENOMENAL PARTNER TO THE VAIL SCHOOL DISTRICT. NO MATTER HOW BIG OR SMALL THE JOB, CORE IS WILLING TO STEP UP AND HELP HOWEVER THEY CAN.

JERRY WOOD
DIRECTOR OF FACILITIES, VAIL SCHOOL DISTRICT
Acacia Elementary and Mountain Sky Junior High Additions & Renovations
WASHINGTON ELEMENTARY SCHOOL DISTRICT

Description of Project: The Acacia Elementary School and Mountain Sky Junior High Additions & Renovations project, built for Washington Elementary School District, included the renovation of an existing elementary and junior high school in Phoenix, AZ. The elementary school renovations included classrooms and the administrative area, as well as the addition of a 13,812 square foot classroom building designed to accommodate STEAM (science, technology, engineering, the arts, and mathematics) curriculum. The project also included the demolition of three existing portables as well as some landscape renovation. The renovations at the junior high school included modernizing the administrative building, the demolition of a portable, and the addition of a new 11,000 square foot classroom building, to provide modern classroom space for the Washington Elementary School District community.

Location: Phoenix, AZ

Architect Firm and Contact Information:
BWS Architects
Steve McKnight, Principal Architect
P: 480.980.9054 | E: smcknight@bwsarchitects.com

Key Contact and Phone Number:
Washington Elementary School District
Christine Hollingsworth, Principal
P: 602.896.5000 | E: christine.hollingsworth@wesdschools.org

Construction Services Performed (brief):
- Estimating
- Scheduling
- Value engineering
- Quantity take-offs
- Constructability reviews
- Options studies
- Virtual construction

When GMP was established (90%, etc.): 100% CDs

Original GMP: $9,022,396

Final contract amount: $9,130,834

Total number of change orders:
One (owner added scope)

Original substantial completion date and actual substantial completion date achieved for project:
December 2019 | December 2019

Type of project delivery method used:
CMAR

While one of our Assistant Project Managers, Corey Adams, was walking the Acacia site for his routine safety check, he noted a group of students who were eagerly watching through the construction fence as their school was being transformed. As Corey began to approach the students, they were excited to learn and quickly began firing off questions as to what was taking place on the construction project that particular day. What began as an informal meeting, quickly turned into a collaborative effort between the staff, students, and the project team.

Our team, Corey Adams and Whitney Bunn, coordinated with the school staff to hold four Q&A sessions a week for 15 minutes each. This provided the students a forum for questions related to the transformation of their school, the construction industry and anything in between. The students were excited and curious, always coming prepared with questions. The CORE team truly enjoys investing in these type of learning opportunities, which allow students to exercise their natural curiosity, learn about a new subject, and better understand the changes taking place at their school.
**Black Mountain Elementary Modernization**

**CAVE CREEK UNIFIED SCHOOL DISTRICT**

**Description of Project:** The Black Mountain Elementary Modernization project, built for the Cave Creek Unified School District, included the renovation of a 190,000 square foot parking lot and a 95,000 square foot elementary school located in Cave Creek, AZ. Renovations of the parking lot consisted of the demolition of the existing asphalt and repaving. The elementary school was remodeled to convert administrative offices into classrooms. The project also featured the new addition of a 3,000 square foot maintenance building to the parking lot and a 1,200 square foot administration building to the elementary school. Other features included an expanded vehicle driveway to ease traffic congestion and a sidewalk for safer student access. The Black Mountain Elementary Modernization project provided upgraded and safer facilities for district operations and student education.

**Location:** Cave Creek, AZ

**Architect Firm and Contact Information:**
One! Architecture
Don Brubaker, Architect
P: 480.539.8800 | E: don.brubaker@onearchitecture.us

**Key Contact and Phone Number:**
Cave Creek Unified School District
Dean Muller, Director of Maintenance and Facilities
P: 480.575.2000 | E: N/A

**Construction Services Performed (brief):** Estimating, scheduling, value engineering, quantity take offs, constructability reviews, options studies, virtual construction

When GMP was established (90%, etc.): 70% CDs

Original GMP: $6,343,672

Final contract amount: $6,407,717

Total number of change orders: One (owner added scope)

Original substantial completion date and actual substantial completion date achieved for project: November 2016 | November 2016

**Type of project delivery method used:** CMAR

**Behind the Scenes...**

This project is a great example of the many challenges and opportunities that encompass a renovation project. For this project, in particular, this list included:

- Having to start the project without a permit to ensure on time completion
- Creating a menu of scope options and pricing each individually to allow the District to make informed decisions, which we will discuss later in the approach
- Routing students around an active construction site (the cafeteria) while school was in session
- Creating swing spaces in convenient locations in the school to ensure we had as little impact to school activities as possible
- Researching and using technology to inform existing conditions and pricing those conditions as accurately as possible
- Reacting quickly to current conditions as we discovered them in the field
- Saving structural materials when possible to decrease structural costs and increase beautification costs

Renovation projects are complicated and to succeed on these types of projects, SUSD will need a CMAR that is an expert in reacting quickly and communicating effectively.
Kyrene Traditional Academy Re-Purposing and Sureño Remodel

KYRENE ELEMENTARY SCHOOL DISTRICT

Description of Project: The Kyrene Traditional Academy Re-Purposing and Sureño Remodel project, built for Kyrene Elementary School District, included the renovation of a 67,107 square foot elementary school and the new construction of a two-story 22,818 square foot multi-purpose building addition in Chandler, AZ. The project included the demolition and interior renovation of the original school building’s library, media center, cafeteria, teacher work rooms, computer room, and administrative offices. The facility houses a gymnasium and music rooms for the Kyrene Traditional Academy. The Kyrene Traditional Academy Re-Purposing project now offers updated, modern academic space and a new gymnasium for the students and teachers.

Location: Chandler, AZ

Architect Firm and Contact Information: Orcutt | Winslow
Mike Sundberg, Principal Architect
P: 602.257.1764 | E: sundberg.m@owp.com

Key Contact and Phone Number: Kyrene Elementary School District
Dr. Marianne Lescher, Principal
P: 480.451.5400 | E: mlesch@kyrene.org

Construction Services Performed (brief): Estimating, scheduling, value engineering, quantity take offs, constructability reviews, options studies, virtual construction

When GMP was established (90%, etc.): 90% CDs

Original GMP: $7,907,954

Final contract amount: $7,808,236

Total number of change orders: One (savings returned to owner)

Original substantial completion date and actual substantial completion date achieved for project: July 2020 | July 2020

Type of project delivery method used: CMAR

Behind the Scenes...

During the Kyrene Traditional Academy (KTA) renovations, once the project was close to 75% complete, we opened up the building to provide a learning opportunity for students. CORE hosted an educational site tour for 150 students with explanations of what was being installed and how all the systems worked together. The tour was such a success that the Principal of KTA, Marianne Lescher, invited other classes to tour. The CORE team collaborated with KTA staff to provide tours for every single class at the elementary school, for roughly 550 students!

In preparation for the tours, we created safety walkways to control student and teacher access through the building. We also provided hard hats for each participant. Each tour included TVs at specific stations, which displayed the construction plans and progress pictures. CORE team members at each station used the plans to showcase what the space they were standing in, and other parts of the campus, used to look like, earlier during construction. The tours concluded with a beam signing to commemorate the changes taking place on campus and incorporate a meaningful mark from each of the students.
Solano Elementary School Additions & Renovations
OSBORN UNIFIED SCHOOL DISTRICT

Description of Project: The Solano Elementary School Additions & Renovations project, built for the Osborn Elementary School, consisted of the renovation of administrative space and the addition of a new 12,672 square foot gymnasium space for the elementary school in Phoenix, AZ. The new addition was constructed of a foundation of spread footings, a steel jointed with masonry structural frame, and a masonry exterior. A metal standing seam and foam roof completed the new gymnasium space. Other additions and improvements included sidewalks, utilities, LED exterior light fixtures, wrought iron fencing and gates, a new parking lot, and raised planters. The administrative space also was completely renovated to improve the security and functionality of the space.

Location: Phoenix, AZ

Architect Firm and Contact Information:
One! Architecture
Don Brubaker, Architect
P: 480.539.8800 | E: don.brubaker@onearchitecture.us

Key Contact and Phone Number:
Osborn Unified School District
John Bachler, Director of Maintenance and Transportation
P: 602.707.2050 | E: jbachler@osbornsd.org

Construction Services Performed (brief): Estimating, scheduling, value engineering, quantity take offs, constructability reviews, options studies, virtual construction

When GMP was established (90%, etc.): 80% CDs

Original GMP: $6,498,337

Final contract amount: $6,506,874

Total number of change orders: One (owner added scope)

Original substantial completion date and actual substantial completion date achieved for project: October 2019 | Completed one month early!

Type of project delivery method used: CMAR

Behind the Scenes...

The renovations at Solano were conducted on an active campus. Our project team worked tirelessly to make sure that after each weekend, holiday, or evening shift, the playground and field areas were in safe order with ALL hazards and debris removed. Playing surfaces were leveled and any structures that were being removed and replaced were fenced off to prevent any children from having access to the disassembled equipment. Our Superintendent was in charge of doing safety walk-throughs of the site after each shift ensuring that it was prepared and ready for children to play in and around the following morning. School staff was constantly communicated with to confirm there were no issues throughout construction.
Mesa Verde Elementary School Addition & Renovation
AMPHITHEATER SCHOOL DISTRICT

Description of Project: The Mesa Verde Elementary School Addition and Renovation project, built for Amphitheater Unified School District, included the new construction of a 4,000 square foot classroom addition located in Tucson, AZ. The facility houses three classroom buildings and an Administration Building for over 380 students in pre-kindergarten through fifth grade. The classroom addition was constructed on a concrete foundation and a masonry structural frame with wood trusses, an exterior of painted masonry, and a metal roof. The project also included the demolition of existing portable classroom buildings and upgrades to the IT infrastructure throughout the campus for greater technological connections. The Mesa Verde Elementary School Addition and Renovation project met the client’s needs in providing more efficient connectivity and expanded space for students.

Location: Tucson, AZ

Architect Firm and Contact Information:
Swaim Associates
Mark Bollard, Principal
P: 520.326.3700 | E: mbollard@swaimaia.com

Key Contact and Phone Number:
Flowing Wells School District (Formerly at Amphi, USD)
Tony Young, Director of Facilities Management
P: 520.696.8872 | E: anthony.young@fwusd.org

Construction Services Performed (brief): Estimating, scheduling, value engineering, quantity take offs, constructability reviews, options studies, virtual construction

When GMP was established (90%, etc.): 100% CDs

Original GMP: $3,866,693

Final contract amount: $3,874,782

Total number of change orders:
Two (owner added scope)

Original substantial completion date and actual substantial completion date achieved for project:
May 2015 | May 2015

Type of project delivery method used:
CMAR

Behind the Scenes...

MESA VERDE HALLOWEEN

Throughout the Mesa Verde Elementary School Addition & Renovation project, we saw excited students and faculty peering through slits in the construction fence to get a look at the addition and renovations we were building on their campus. When it came time for the faculty to decide what they wanted to dress up as for Halloween that year, they all agreed they should be construction workers. We happily helped them, providing the entire staff with hard hats and vests.
By the Numbers...

- 550 Active Campus Projects
- 1,600 K-12 Education Projects
- $31M Dollars of Work with SPS+ Architects
- 50+ Elementary School Rebuild Projects
- 150 Public School Districts Served
- #1 Largest Public School Builder in Arizona

T3: EXPERIENCE OF FIRM

By the Numbers...

- 1,600 K-12 Education Projects
- $31M Dollars of Work with SPS+ Architects
- 50+ Elementary School Rebuild Projects
- 150 Public School Districts Served
- #1 Largest Public School Builder in Arizona

T3: EXPERIENCE OF FIRM
T4: ORGANIZATIONAL STRENGTH

A. Provide audited financial statements representing the past two years. Provide Balance Sheets and the Statement of Income and retained earnings. (Submit as Form 19 in Bonfire Portal)

Please find all requested financial information in a separate PDF labeled, "CONFIDENTIAL_FINANCIAL_STATEMENTS."

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

Please refer below for CORE’s letter of bonding capacity. CORE is financially qualified to propose a project of this size, with a single project bonding capacity of $200 million, an aggregate capacity of $1.5 billion, and available capacity over $300 million through Travelers. Travelers is licensed to do business in all states. Travelers has an A.M. Best Co. rating of A+ with a financial size of XV.

LETTER OF BONDING CAPACITY

August 20, 2021

Larry Taylor, Senior Contract Buyer

Buckeye Unified School District

P.O. Box 3149

Buckeye, AZ 85324

RE: RFQ-22-21-26 (CMAR Services for Tawan Elementary School)

Dear Mr. Taylor and Members of the Selection Committee,

CORE Construction (CORE) bonds are written through an insurance arrangement with Travelers Casualty and Surety Company of America (Travelers) and Liberty Mutual Insurance Company (Liberty).

CORE has worked with Travelers and Liberty for over 30 years. During our association we have extended the maximum cumulative bonding capacity of $1.5 billion dollars, with an aggregate bonding capacity over $300 million through Travelers. Travelers has an A.M. Best Co. rating of A+ with a financial size of XV.

To be financially qualified, a bonding company must meet certain financial standards, such as maintaining a positive net worth, sufficient working capital, and adequate capital reserves. CORE meets these requirements and is financially qualified to bond projects of this size.

Should CORE be awarded a contract on any of your projects and be required to provide performance and payment bonds, CORE will be licensed to do business in all states and will be in compliance with all applicable laws and regulations. CORE will also ensure that all bonding terms, contract requirements, and specifications are met and the project is completed on time and within budget.

Sincerely,

Travelers Casualty and Surety Company of America

Liberty Mutual Insurance Company

BY: ___________________________

David B. Dwyer, President

Agent Contact Information

David B. Dwyer, President

Travelers Casualty and Surety Company of America

1400 Willow Creek Drive

West Des Moines, IA 50266

515-262-2248

1-800-999-3291

CORR | CMAR SERVICES FOR TAVAN ELEMENTARY SCHOOL | RFQ 922-21-26

35
T4: ORGANIZATIONAL STRENGTH

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

Please refer below for CORE’s sample certificate of insurance.

CERTIFICATE OF INSURANCE

T4: ORGANIZATION STRENGTH

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

Please refer below for CORE’s EMR letter.
T4: ORGANIZATIONAL STRENGTH

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

CORE’s current total dollar value of awarded construction work currently being managed by our Phoenix office is $217,000,000. CORE has 198 full-time employees local to Arizona and over 1,200 nationally. CORE has the full capacity to complete your project with approximately 75 superintendents, 60 project managers, and both local and national resources at our disposal. Our team is highly capable of completing your project on time and within budget.

CORE is financially qualified to propose a project of this size, with a single project bonding capacity of $200 million, an aggregate capacity of $1.5 billion, and available capacity over $300 million through Travelers. Travelers is licensed to do business in all states. Travelers has an A.M. Best Co. rating of A+ with a financial size of XV. CORE’s current available bonding capacity can also be found in our Surety Letter, located on page 35.

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

There have been no judgments or liens against CORE within the past three years.

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

CORE does not have any unresolved bond claims.

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

There have been no deficiency orders issued against CORE by the Arizona Register of Contractors over the past three years.

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

CORE has not filed under the U.S. Bankruptcy Code over the past three years.
A. Describe the firm’s overall approach to this project including any difficulties the firm perceives.

On day one of selection, we will sit down with full team including SUSD stakeholders, SPS+, and CORE to understand all of SUSD’s scope priorities.

Based on the limited information we have and past experience, our team outlined a project approach that is shown on the following pages.

**Approach to Tavan**

- Engage Immediately to Create Early Estimates for all Potential Scope Options

  - Establish Clear Scope Priorities
    - Backed by Accurate Early Estimates

  - Employ CORE’s PreConstruction Professional Services to Drive Decisions

  - Execute the Construction with Minimal Impact to Campus Operations

**Challenges/Opportunities**

Our team has identified a list of perceived difficulties we anticipate on this rebuild project. However, we choose to view these difficulties as challenges and opportunities to serve SUSD with a thoughtful professional approach to delivering a project in which we can all be proud. Below is an overview of these challenges and opportunities. We will discuss each topic in further detail on the following pages.

**Overview**

- Prioritization of Project Scope
- Remaining within Budget & Keeping Cost Low
- Real Time Estimates of Scope Menu Items
- Schedule and Logistics
T5: Method of Approach

Prioritizing Scope

One difficulty that this project will face is the reality that this is more renovation work that could potentially be done than there are funds available for the project. For this project to be successful, it will be critical for SUSD, SPS+, and CORE to work together as a team to establish and thoughtfully prioritize scope so that the available dollars can be directed to the highest priority items. CORE’s approach would start with the discovery of all potential scope items at the onset of the project, categorizing it into four groups: (1) Mission critical improvements, (2) highly desired programmatic features, (3) ‘nice-to-have’ amenities, and (4) deferred maintenance recommendations. We will establish clear, accurate estimates for each item on these lists so that the collective team can establish a final design direction that accomplishes all of the items in groups (1) and (2) while incorporating as much of groups (3) and (4) as can be achieved, maximizing the use of the available funds for the projects. This will be a whole team and community effort, but CORE’s team will remain focused on providing consistent and accurate information along the way by which these vital directional decisions can be made with confidence.

Jason Santor is well-acquainted to this task. Below is an example of the similar process he led on the ASU Memorial Union Deferred Maintenance project. The four columns represent the categorization of ASU’s scope priorities into clear groups by which they could be assessed.

ASU Memorial Union Deferred Maintenance Program Budget

In the expanded view, you can see the scope “Union Plaza Retail Dining” circled. In the original RFQ scope, this was not included. However, CORE and ASU together concluded that this dining renovation would be important to prioritize in the project. Armed with the cost information and options for that scope of work, ASU shifted the project’s priorities to include this important scope.

CORE’s approach will start with the discovery of all potential scope items at the onset of the project, categorizing it into four groups:

1. Mission Critical Improvements
2. Highly Desired Programmatic Features
3. “Nice-to-have” Amenities
4. Deferred Maintenance Recommendations
T5: METHOD OF APPROACH

ON SIMILAR K-12 RENOVATIONS...

WE HAVE USED THIS APPROACH MANY OTHER TIMES.

ANOTHER EXAMPLE: BLACK MOUNTAIN ELEMENTARY MODERNIZATION

To the right you can see some examples of deliverables our team produced for a complicated renovation project. This project was challenging because we were tasked with taking a napkin sketch of proposed scope and putting together a conceptual estimate for over 52 potential scope items.

We used these deliverables to inform the District on scope and budget, which allowed them to weigh each scope item on a cost basis. From this, we developed an itemized list of priority scopes that fit within the budget, as well as some scopes to prioritize on an “extra funds” list. This list would become relevant in the case that more project dollars became available if we were able to save on cost throughout the project.

At the end of the day, is it our job as a CMAR to allow the client to make the most informed decisions based on quality research and this level of communication and reactivity is truly what is crucial to renovation projects.
EVERY RENOVATION IS DIFFERENT... SO WE COMMUNICATE DIFFERENTLY

QUEEN CREEK HIGH SCHOOL NO. 1 ADDITIONS AND RENOVATIONS

This project included an extremely messy scope with renovations that touched many areas of the campus. It became difficult for our team to clearly discuss scope packages with the District because of the convoluted nature of the scope.

We reacted by creating the deliverables that you see to the right. Our team developed five different scope areas with five different logistics plans, which are color on the documents to the right. This was a visualization tool to ensure we were all on the same page.

From this visualization tool, we were provide the District with a better understanding of weighing scope and price and allowed us to provide lots of complex information and simplify it with color coding. In the end, we were able to make quick decisions as a team based on quality research and project knowledge.
T5: METHOD OF APPROACH

PROTECT BUDGET OPPORTUNITIES TO SAVE MONEY

Our team has had the opportunity to rebuild three of SUSD’s schools: Hopi, Pima, and Cherokee Elementary. Each of these rebuild projects posed unique and different challenges, through which our team has developed a set of lessons learned and strategies for future projects. Based on this experience with SUSD, along with the teams experience with many K-12 renovation projects around the state, we have created a list of scopes that represent key areas of focus in our dedication to save the District money and maximize the budget at Tavan.

DOORS AND HARDWARE
- Consider refurbishment and relocation of some existing doors.
- Consolidate best existing hardware for reuse in select areas on campus.

WIFI AND DATA
- Confirm requirements with SUSD.
- Past projects have had excess WiFi points and data outlets that do not end up being used.

ROOFING
- While some roof areas may be nearing end of useful life, it may be best to repair as needed and defer replacement until necessary in the future.

HARDSCAPE
- Review with facilities and grounds to ensure project is not over designed and will not require excessive maintenance manpower and cost long term.

MASONRY
- When the opportunity arises, utilize standard running masonry instead of stacked bond, which is 20%-25% more expensive.

DOOR AND WINDOW FRAMES
- Avoid expansive openings in hollow metal. This requires an excessive amount of field welding and prepping.
- Consider “knock-down” frames in lower traffic locations.

ESTABLISH ESTIMATES for all potential scope items.
ENSURE SUSD's priorities are clearly understood.
WORK hand-in-hand with SPS+ to ensure design scope for prioritized items fit within budget parameters.
LEVERAGE lessons learned at SUSD and other renovation projects to look for cost savings at every turn.
STRUCTURE phasing approach to maximize efficiencies.
APPLY our understanding of SUSD’s expectations. This team knows the SUSD construction standards BETTER THAN ANYONE.

LIVING ESTIMATE

PRECONSTRUCTION APPROACH

The specific process that has proven most effective in providing early and accurate cost information is CORE’s Living Estimate model. CORE’s job is to work together with SPS+ in continuous collaboration. Together, we can integrate every tool, resource, and expertise we collectively possess to work together towards Best Value for the project. In fact, we believe this project will demand this approach to be successful. We will not fall into the tired pattern that looks like the orange dashed line illustrated on the next page; that is the design team designs to a milestone, prints documents, then the contractor prices the documents. After receiving the estimate information, SPS+ must react to the estimate (which often requires redesign) while the contractor waits for new documents.

At CORE, we embrace what we call a Living Estimate, which results in a smooth and efficient design progress as illustrated on the next page. Our PreConstruction team will apply their experience while working with SPS+ to provide a high level of cost detail throughout the entire pre-construction process. This process allows the estimate and the design to inform each other’s progress in real-time along the way as the design continues to increase in detail. The Living Estimate helps us avoid cost surprises and major adjustments to the design.

Contrary to the traditional model of estimating based on milestones, CORE utilizes a Living Estimate Model to provide early and accurate cost information as the design progresses. The Living Estimate Model provides the following benefits for SUSD:

- Continuous, Real-time Cost Feedback
- High Level of Estimate Detail from the Beginning
- Early, Accurate Information Leads to Good Decisions
- Collaborative Team with SPS+
- Avoids Delays and Redesign
- Avoids Surprises in Cost
T5: METHOD OF APPROACH

LIVING ESTIMATE MODEL

CORE’s Living Estimate Model vs. Traditional Model

Design slows to react to milestone estimate

Critical time to evaluate options and establish scope priorities

PERMITTED DOCUMENTS

TIME

HIGH

DETAIL

LOW

ESTIMATE

PROGRAMMING

DESIGN EVOLUTION

SD

DD

CD

CD

DD

CORE’s Living Estimate Model

Traditional Model
B. Describe the various pre-construction services offered for this project.

**CORE’S UNIQUE PRECONSTRUCTION APPROACH TO TAVAN**

We believe our approach to pre-construction services is one of CORE’s biggest differentiators because we are always looking for opportunities to create Best Value and stretch the dollar as much as possible. Being a steward of taxpayer dollars is always a given, however, on this specific project, it will truly be tested given the volatility of the current market. In addition, this project is the last school project for SUSD, therefore a defined pre-construction approach needs to be established.

The challenge will be to ensure this project does not get slighted from the precedent and expectations that have been set from the other SUSD remodel/rebuild projects. In order to ensure this project captures the desired program, finishes, quality, and cost point defined in the RFQ, SUSD needs a partner with a proven track record of success with specific strategies to drive down the cost.

To have a shot at hitting the construction budget, the CMAR needs to identify what components of a given project drive up the cost without providing additional programmatic value to the District, faculty, staff, and students.

Fortunately, CORE has worked on numerous campus renovation projects in recent years. We have studied our costs on all these projects, developed lessons learned, and have continued to look for ways to provide continuous improvement to our services so that we can continue to drive down costs.

Given the design professional, SPS+, is not yet in the early stages of design, we feel we have the perfect opportunity to begin providing recommendations to guide the design to work towards established budgets for specific scopes. By working through our proposed process of prioritizing scope and by incorporating the ideas and decisions that maximized value of our past projects, we are prepared to achieve your construction budget.

**CORE’S UNIQue**

**PRECONSTRUCTION APPROACH TO TAVAN**

**Study past projects to identify target dollar amount ranges for scopes**

**Work Closely with SPS+ to Select Most Cost Efficient Materials & Construction Methods**

**On Budget GMP that Includes SUSD’s Desired Programming**

In a renovation project, it’s common to spend money on renovation or replacement of items that are not critical to the project vision.

We are committed to helping SUSD ensure that no dollars are spent in areas that are not necessary.

CORE looks at every project and assigns every scope to a specific “group.” We breakdown each area of cost of a project into these “10-Groups,” which you can see on the following pages.

Using this format, we are able to analyze costs of a specific project at a high level and use this information to drill-down into specific scopes that attribute to higher overall construction costs.

Analyzing the renovation projects we have completed, we have started to understand where the costs of certain scopes need to be at for us to achieve the budget. The scopes that have stood out that we need to drill-down on for the Tavan Elementary School Rebuild project are:

**Enclosure:** The more we can avoid major modifications, the less risk of runaway scope. Modifying the exterior walls, roof, windows can get costly.

**Interior Finishes:** These are a substantial portion of the costs on a project like this, so it’s critical the finishes are defined early and clearly.

**HVAC Systems:** We will assist in a thorough assessment of the existing condition and remaining useful life of each piece of HVAC equipment.

We will take a deeper dive into discussing these scopes on the following pages.
## LEARNING FROM PAST RENOVATION PROJECTS

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>YOUNGKER HIGH SCHOOL CLASSROOM ADDITION</th>
<th>KYRENE ELEMENTARY SCHOOL DISTRICT LOBBY</th>
<th>BLACK MOUNTAIN ELEMENTARY SCHOOL</th>
<th>CHANDLER HUMPHREY CTA CLASSROOM ADDITION</th>
<th>ASU MEMORIAL UNION RENOVATIONS</th>
<th>SOLANO ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS</th>
<th>ACACIA ELEMENTARY AND MOUNTAIN SKY JUNIOR HIGH RENOVATIONS</th>
<th>TAYLOR JUNIOR HIGH SECURITY IMPROVEMENTS</th>
<th>TAVAN ELEMENTARY SCHOOL REBUILD</th>
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<tr>
<td>Final Cost / SF</td>
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<td>$3,239,395 23,507 SF</td>
<td>$6,407,717 34,579 SF</td>
<td>$2,507,958 14,630 SF</td>
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<tr>
<td>Site Work Finish</td>
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<td>Interior Finishes</td>
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<td>MEP Systems</td>
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**LEGEND:** $ = Lowest Cost Range • $$ = Average Cost Range • $$$ = High Cost Range • Desired Range for Tavan Rebuild Project
A successful project begins with excellent pre-construction services that uncover, quantify, and communicate unknowns. Our team uses a variety of tools to accomplish these three objectives.

CORE’s PreConstruction Tools:

OASIS
CORE will utilize Oasis quantification software during the pre-construction phase of the project. Oasis offers SUSD SPS+, and the subcontractors a valuable resource to enhance the pre-construction service. Some of the benefits include: increased accuracy, reduced risk, time savings, and sustainable opportunities.

OPTIONS STUDIES
CORE’s goal is always to let SUSD decide. We are constantly seeking ways to help guide the design decisions by providing various options on different building structures, envelopes, and systems that will best fit each unique project. We do the hard work of analyzing these options in order to fully explore materials, products and systems based on up-front costs, long term costs, maintenance, durability, aesthetic and constructability. These items ultimately dictate the quality of the project and many important decisions can be worked out before construction begins. CORE communicates this analysis in professional deliverables called Options Studies.

LASER SCANNING
Before any major renovation happens, we are able to provide a laser-scanned point cloud model of the interior of the existing space utilizing one of our three in-house laser scanners. This allows our team to utilize the building’s Revit model to evaluate all MEP elements, equipment, and clearance spaces needed for accessing and servicing, as well as better serve our clash detection efforts.

VIRTUAL CONSTRUCTION
Virtual Construction also allows us to model certain elements of the project where high costs can be “hiding” in construction or design details that don’t get fully realized until after they’ve been constructed. We will engage our team of VE engineers early and often to bring those “hard to find” details to life, giving SUSD control to make good, educated decisions to ensure as many dollars as possible go back into the classroom.

BLUBeAM REVU
Bluebeam Revu software utilizes one set of control documents that everyone can review and comment on simultaneously. This not only allows for complete collaboration, but it will individually record and hyperlink all comments from each member and any member can reply directly to another member’s comment.

VALUE ENGINEERING
Value Engineering (VE) should be about more than simply cutting scope. We believe there are no bad ideas when it comes to brainstorming ways to help decrease the cost and increase the quality of a project. Some ideas are rejected, while others may be incorporated. We use a detailed VE log to diligently track these ideas from pre-construction through the end of construction.

MEASURE, ANTICIPATE, DISCOVER
Staying within the established construction budget is not only an expectation, it is a requirement for our team. We pride ourselves on delivering a professional pre-construction process that sets the foundation for a successful project. Our team begins by developing a cost model called a 10-Group Study, which utilizes a database of relevant historic cost data to conceptually estimate the cost of the work based upon similar past projects that we have constructed. We will pull the data from these past projects to establish an educated prediction for what SUSD’s project should cost.

Our “Living Estimate” pre-construction approach allows for true transparency and collaboration which allows every team member to know exactly where we are, at any given moment. CORE’s approach includes constant collaboration and updates – 1. Measuring What We Know, 2. Anticipating What is Intended, and 3. Discovering Best Value. By simplifying our pre-construction approach into these three steps, CORE is able to provide details and information on constructability and costs before the detail of the design exists.

Elevation Map of Tavan Elementary

Above is a drone image that gives us early information on the highest and lowest elevations of your site. These gradations of color allow us to determine how we can balance the site to control site drainage and eliminate excessive earthwork expenses.
**PROPOSED SCHEDULE**

<table>
<thead>
<tr>
<th>Tavan Elementary School</th>
<th>2021</th>
<th>2022</th>
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<tbody>
<tr>
<td><strong>ACTION ITEM</strong></td>
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<tr>
<td><strong>PRECONSTRUCTION</strong></td>
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<td>Project Award</td>
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<td></td>
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<tr>
<td>Visioning/Community Meetings</td>
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<tr>
<td>Design and PreConstruction Estimates</td>
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<td>Recruiting</td>
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<tr>
<td>Subcontractor Bidding</td>
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<tr>
<td>GMP Development</td>
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<td></td>
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<tr>
<td>Final GMP (90% CDS)</td>
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<tr>
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<tr>
<td><strong>CONSTRUCTION</strong></td>
<td></td>
<td></td>
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<tr>
<td>Start Construction (July 2022)</td>
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</tbody>
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### Phase 1
- Tavan Elementary School
- Parking Lot & Interior Remodel
- Phase 1 Complete: July 26, 2022
- New Teacher Orientation: July 25 & 26, 2022
- Staff Prep Days: July 27 - August 2, 2022
- School Starts: August 3, 2022

### Phase 2
- Gym Expansion & Restrooms
- Phase 2 Complete: October 7, 2022
- Phase 2 FF&E Move In: October 10-22, 2022

### Phase 3
- Classroom Addition
- Phase 3 FF&E Move In: December 12-16, 2022
- **PROJECT COMPLETE**: December 16, 2023
T5: METHOD OF APPROACH

UNDERSTANDING YOUR PROJECT

Gym Expansion

Interior Renovations
Beginning Summer of 2022

Parent Pick-up/Drop-off and Bus Queuing Lane

We understand that one of the top priorities for Tavan Elementary is to re-work the pick-up and drop-off area as well as the bus queuing lane. During construction of the other phases of the project, such as the gym expansion and removal of the portable, our intent is to keep pickup and drop-off in the same area as it is now. If we use our proposed construction entrance, pickup and drop-off will be completely separated from our construction entrance and drive. We will work with the District and staff at Tavan to avoid pickup and drop-off times and ensure we have as little impact on traffic as possible.

T5: METHOD OF APPROACH

Tavan Elementary School
We plan to keep Tavan Elementary open and operational for the duration of construction.

Remove Existing Portable
We understand that one of the renovation priorities is to demolish or remove the existing portable. Once removed, this space is now available for a future potential classroom expansion.

Temporary Site Fencing During the Portable Removal

Possible Construction Entrance

Gym Site Fencing
C. Describe firm’s approach and philosophy working at an active site with students and staff.

WORKING ON AN ACTIVE SITE WITH CORE
SUPPORTING YOUR LEARNING ENVIRONMENT!

CORE has more than 39 years of experience working on active K–12 campuses in Arizona. We can assure SUSD that we will successfully complete the Tavan Elementary School project using safe construction practices. CORE’s philosophy to working on an active campus is simple: Student and staff safety come first. We will meet with the Tavan staff to develop a safety awareness plan for distribution to staff, students, and parents which will give them an overall understanding of site logistics, phasing, and construction traffic. With the proximity of construction to occupied buildings, CORE would review our logistic plan with the Tavan staff for the proper separation and protection. We will provide temporary fencing, wayfinding, and even tunnels in key locations to ensure the safety of students and staff (see page 66 for an example).

We will also meet with staff to develop safe paths to areas of refuge for fire alarm evacuation, with the CORE team participating in the school’s fire alarm drills. This plan will be reviewed and updated as site logistics and phasing changes.

Each of our team members, including all subcontractors, will be required to wear identification badges to allow school staff to properly identify each individual. Our team will ensure a safe environment for faculty and students using the campus during construction. CORE will also work with staff to ensure that construction activities do not impact school operations. Our team has identified a few key components for providing safe working conditions on active sites. We believe a successful school project encompasses a variety of items, although there are two that specifically stand out:

1. PROVIDING A HIGH-QUALITY PROJECT WHILE KEEPING THE UTMOST LEVEL OF SAFETY FOR EVERYONE AS OUR #1 PRIORITY

2. INCORPORATING EDUCATION AND COMMUNITY INVOLVEMENT THROUGHOUT THE DURATION OF THE PROJECT

COMMUNICATION AND ADAPTABILITY
At your CMAR, it is CORE’s responsibility to constantly evaluate our plan and adjust to any needs of school administration when necessary. We understand working on an occupied campus located within a neighborhood brings unforeseen plan revisions and modifications. CORE will maintain constant communication with the Tavan Elementary principal, Principal Ballard, as well as with SUSD, to evaluate any options available when adjustments become necessary. CORE will seek input from SUSD in all aspects of the scheduling process.

We will also seek input in determining options for moving students and staff at times when it will minimize impact on the occupants, and the community surrounding the campus.

SIGNAGE & SEPARATION BARRIERS
CORE will work with SUSD and SPS+ to determine when a barrier will be needed to separate construction activities from students, faculty, and staff during school hours. Signage and perimeter fencing will surround the work areas to delineate walkways and access routes, making sure to keep the safety of the students, faculty, and staff at the forefront of our minds. Providing maps of entry and exit points will be crucial so everyone understands where they can enter and exit the site during construction. CORE will also establish office offices, parking, and storage areas in order to support construction activities. We will work with the community and students to design a fencing panel that makes students excited and take pride in the construction process of their new school.

- CASEY CHRISTENSEN
HOPI ELEMENTARY SCHOOL
NEIGHBOR AND PARENT
T5: METHOD OF APPROACH

USING ALL MEANS NECESSARY TO KEEP YOUR STUDENTS AND STAFF SAFE

PEDESTRIAN WALK-WAY TUNNELS AT CHEROKEE ELEMENTARY SCHOOL

During the Cherokee Elementary School Rebuild project, CORE used tunnels on the active construction site to ensure the safety of students and staff. The pedestrian walk-way/tunnel was used due to the close proximity of the existing occupied classrooms with the construction of the new buildings. To ensure the safety of students and staff the walk-ways were constructed for the unlikely event debris would fall into the "occupied" areas while constructing the new building. The walk-ways met ADA and proper lighting requirements.

A project’s success always hinges on a well-vetted plan. CORE's management team would suggest adhering closely to the proven path of phased design and pricing, consisting of: Programming Design (PD), Schematic Design (SD), Design Documents (DD) and then setting the GMP based on minimum 60% Construction Drawings (CD). Built into this methodical approach is protection from under- or over-designing as well as under- or over-budgeting. This phased approach provides opportunity for critical collaboration between all stakeholders. The more complete and fully realized the design is, the more accurate the pre-construction estimates and subcontractor bids will be. CORE's open-book policy will allow SUSD and SPS+ the opportunity to freely access and study each subcontractor’s scope of work and their pricing for that work. The chart below illustrates our process of establishing the GMP.

D. The process of establishing the GMP shall be presented along with the recommended point of setting this price.

The approach firm takes in performing the project once the GMP is set to include the following:

1. Schedule Adherence

Our team believes a project schedule should list each activity essential to the success of the project. We will provide a detailed Milestone Schedule for SUSD's project within two weeks of acceptance of the GMP. This initial Milestone Schedule shall be the foundation for all future schedule. Typical major headings for this schedule include:

- Design Development/Reviews
- Permit Reviews/Bidding Activities
- Construction

As a CMAR contractor, our reputation stands or falls on our ability to meet the completion date. Our Project Manager, Whitney Bunn, will be involved in the earliest stages of pre-construction, maintaining a schedule that includes all of the expectations for design deliverables, permitting, and inspections. As the team studies your project during design, they will work collaboratively to assemble a detailed baseline schedule before construction commences that will guide the project through to successful completion. Superintendent Ti Morse will continuously update the schedule and create three-week look-ahead schedules for the foremen in the field. We are confident, creative, and flexible in our approaches and are committed to "do what it takes" to meet and exceed your expectations.

2. Execution

Once the baseline schedule has been established, weekly meetings will be held to ensure the dates of the schedule are being met. If any activities are not performed on the appropriate date, all subsequent activities will be assessed and adjusted in a manner that will guarantee the end date is not jeopardized.

3. Inspection

As your project progresses, numerous inspections are set in place and performed to ensure safety, quality assurance and control, fulfillment of schedule, and code compliance. Ti Morse, will perform daily inspections of work being put into place. Additionally, CORE's full-time safety manager will walk the project site on a weekly basis and complete a Project Safety Report.
**T5: METHOD OF APPROACH**

4. Quality Assurance

Your project will be built to the plans, specifications, and to a quality that exceeds expectations. There will be no re-work. To ensure quality is controlled on the Tavan Elementary School project, CORE has adopted a three-phase quality control system (Preparatory, Initial, and Follow-Up), modeled after the U.S. Army Corps of Engineers program. Our process is outlined to the right.

During pre-construction, our subcontractors will learn the true scope of work, products to be used or installed, and their expectations as part of the project team. CORE will carefully review submitted shop drawings and product data information received from subcontractors prior to submitting for design review and approval.

Before construction takes place, our team prepares Quality Control Manuals specific to each element within the project’s scope. These manuals contain subcontractor agreements, specifications, sections, and submittals which will be reviewed by the SUSD, subcontractors, the Foreman, and CORE’s Superintendent on-site. This ensures that each individual has a thorough understanding of the scope and job to be performed.

In order to augment this plan and incorporate it in pre-construction, CORE has created an additional phase, the Pre-preparatory Phase. As part of this process, our team created a Pre-preparatory Phase Checklist that puts quality control at the forefront of our discussion. Discussing quality with the subcontractors before they are officially awarded a contract allows quality to become one of the criteria by which we choose our subcontracted building partners.

**CORE’S PLAN FOR QUALITY CONTROL**

1. **PREPARATORY PHASE**
   - Occurs during pre-construction phase
   - Prior to subcontractor agreements
   - Unique Features of Work Identified
   - Quality expectations established

2. **INITIAL PHASE**
   - Occurs at onset of construction work
   - Generates buy-in from field personnel
   - Mock-up construction begins
   - Re-enforces quality expectations in the field

3. **FOLLOW-UP PHASE**
   - Occurs during subcontractor’s scope of work
   - Review of in-place work compared to mock-up
   - Third party inspections performed as necessary
   - CORE’s Superintendent daily report includes quality

**SAFETY IS OUR #1 PRIORITY!**

5. Safety Culture

CORE has the resources of a Safety Department both at the local and national levels. Recognizing that the construction profession is one of substantial risk, we take all aspects of the business, from safety to contract compliance, very seriously. As a result of this attention to safety, CORE has been able to maintain an industry-leading EMR rate over the past three years of a 0.60 average, well below the industry average of 1.0. CORE will continue that same commitment to safety as we work closely with SUSD to identify and manage all risk-related issues for your project. Our team will recruit input from local, key subcontractors during the pre-construction phase of the project to enhance our efforts in predicting safety risks well in advance of commencing construction.

All CORE-employed superintendents are OSHA 30-Hour certified and have had ample amounts of training in safe construction practices. A secure construction site is a top priority for CORE, and we are prepared to implement the following items:

- Single point of entry/exit
- Designated parking area for construction personnel
- Screened fencing
- Visitor check-in at CORE’s job site trailer
- Fingerprints for all workers

**MASTER SAFETY PLAN**

During pre-construction we will develop a comprehensive Master Safety Plan specific to your project. All subcontractors and vendors providing goods and services on the project will be required to participate in a mandatory pre-construction safety meeting. During this meeting, there will be a detailed presentation of the Master Safety Plan outlining individual requirements. All subcontractors and vendors are contractually required to indicate their written understanding of and agreement with the Master Safety Plan prior to starting their construction activities.
SAFETY ON A DAILY BASIS

Regular safety meetings will be conducted to continually identify potential project hazards as well as fire department access routes and other best practices throughout construction. Job site fencing and warning signs will be installed prior to the start of any construction. All tradesmen and visitors are required to wear safety vests, hard hats, eye protection, and masks without exception. Daily inspections for both site and public protection issues will be conducted by our on-site project team. CORE superintendents use Predictive Solutions Safety software (pictured right) which allows us to identify potential hazards on site, and ultimately prevent workplace injuries.

SAFETY ON AN ACTIVE CAMPUS

Working on an active campus is something we are extremely familiar with having successfully completed over 550 active campus projects. Safety of the students, faculty, and staff is the most important aspect of this project to CORE. We will ensure that we communicate our plan to all parties, and then execute that plan so all signage and temporary fencing is in place to separate ourselves from daily campus life. Additional measures include, but are not limited to, coordinating construction laydown, traffic, and materials so that the school does NOT notice our presence on site. If necessary, CORE is able to start early in the day and continue after school hours and on weekends to complete the Tavan Elementary School project on time with minimal disruptions. We will coordinate with testing schedules, various before and after school activities and weekend events, and we will have a line of open communication with the surrounding neighbors. Prior to commencement, it will be vital for the construction team and SUSD personnel to sit down and assess the SUSD calendar and put together a strategy to ensure there will be NO impact to the daily needs of Tavan Elementary School.

JOB SITE IDENTIFICATION

CORE’s subcontractor agreement(s) mandate that all workers be properly badged, and that they are not to wander outside the construction limits.

LEARNING ON LESSONS LEARNED

From a long list of K-12 projects nestled into tight neighborhoods, CORE understands that the success of the project will depend significantly on the perfect balance of interaction and communication with the surrounding community. Although it may be challenging at time for all parties to find satisfaction in every decision made, the CORE team strives to do so through collaboration and communication. CORE will bring the strengths of each department in our office, from VC to Operations, in order to best communicate with the community.

6. (NO) Change Orders

CORE’s constructability reviews, conducted during the design phase, ensure that every scope of work is covered. Once a GMP has been agreed upon, no change orders will be requested from CORE unless SUSD requests significant changes to the original scope of work and chooses not to use the project savings or contingency to fund the work.

7. Overall Management and Approach
to Cost Savings

CORE approaches every project from the standpoint of comprehensive construction administration and management. The same collaborative effort that goes into pre-construction continues through construction as well. A coordinated effort, clear communication and professional organization are the key fundamentals to our overall CMAR approach. SUSD can expect excellent orchestration of the entire up-front administrative process, permitting, scheduling, subcontractor management, FF&E coordination, commissioning, project turnover, and a responsive warranty process.

CORE understands the SUSD has their own vendors that must integrated into the construction process to make a successful project. This list includes: Kitchen Equipment, Audio/Visual, Cabling & IT, Security, FF&E, and Movers. Our Operations Team includes all these vendors and tasks in both the schedule and project meetings to insure every task for the project is understood and scheduled appropriately with no added mark-up or fees to manage these vendors.

Our Living Estimate pre-construction approach allows for true transparency and collaboration. As described on pages 52-53, every member of the team will know exactly where we are, at any given moment. This progressive approach creates total alignment with SUSD and SPS+ by: 1. Measuring What We Know, 2. Anticipating What is Intended, and 3. Discovering Best Value. By simplifying our pre-construction approach to these three factors, CORE is able to provide details and information on constructibility and costs before the detail of the design exists.

When CORE provides a GMP we guarantee that our final price will not exceed this amount. Our method of cost control is congruent with that of pre-construction – open book and completely transparent. CORE’s project managers will openly track all contracts shared with the team. Any evolution to the design documents after the GMP will be tracked in a Design Evolution (DE) log so the appropriate funds from buyout or contingency can be applied to cover any added scope. If we encounter any unknown conditions during the project for which the buyout and/or construction contingency could be applied, we track these uses in Contingency Use Authorizations (CUAs) and request approval from SUSD for use of these funds in a specific, detailed manner.
T5: METHOD OF APPROACH

F. Describe the firm’s subcontractor management plan to include the following:
   1. Selection of subcontractors using both qualifications and cost as a selection approach (the District requires that at least three to five subcontractors shall be solicited for all work excluding self-performed work)

   CORE created a subcontractor selection process based on both qualifications and cost. Our process enables us to get an “apples-to-apples” comparison on scope cost from pre-qualified professionals. We understand the importance of keeping work local and bringing value and resources to the Paradise Valley community.

   USING PRE-QUALIFIED SUBCONTRACTORS
   CORE will pre-qualify all subcontractors for the Tavan Elementary School project. Our team will enlist recommendations from SUSD and combine them with our own extensive database of local subcontractor information. We will prepare a list of qualified subcontractors for the necessary scopes of work. Pre-qualification of the subcontracted building partners solicited will include a review of the following items from prospective bidders:
   - Relevant Experience
   - Licensing
   - Financial Stability
   - Bonding Capacity
   - Insurance
   - Safety Rating
   - Adherence to Operational Excellence

   During design, CORE will invite, at appropriate times, certain pre-qualified subcontractors to the table to communicate perspective on specifics about your project. We will clearly communicate to each subcontracted building partner their full scope of work that is to be priced. With an understanding of scope, our subcontractors will provide accurate pricing and will have no loose ends, scope holes or misunderstandings.

   UNDERSTANDING SCOPE AND ASSEMBLY OF PRICING
   Once pricing is received, every subcontractor proposal is first evaluated for completeness of scope. Our team will diligently read and gain a complete understanding of the exact scope of work each subcontractor has priced. Our goal is to achieve an “apples-to-apples” pricing comparison. It is our intent to work with the lowest responsible bid for each scope of work.

   Our team will work in collaboration with SUSD to narrow the pre-qualified subcontractor list to a minimum of three to five responsible bidders for each scope of work identified in the project documents. Together, CORE, SUSD, and SPS+ will be able to consider all variables in the decision, and will have thorough and comprehensive knowledge to select the most effective subcontractors to join the team.

   REVIEWING SCOPE AND PRICING WITH SUBCONTRACTORS
   A face-to-face interview is held with each subcontractor that provided the lowest, most responsible price/bid. This meeting includes an in-depth scope review session to ensure the subcontractor has a complete scope understanding. If there are any “scope holes,” we will allow the subcontractor to make his or her bid complete. The ultimate result of these interviews is SUSD benefiting from a team of highly-qualified, subcontracted building partners who deliver financial value.

   CORE’S THREE-STEP SUBCONTRACTOR SELECTION

   1. USE PRE-QUALIFIED SUBCONTRACTORS
   - Enlist recommendations from SUSD
   - Enlist recommendations from SPS+
   - Utilize CORE’s database of subcontractors
   - Thoroughly review subcontractor qualifications

   2. UNDERSTANDING OF SCOPE & ASSEMBLY OF PRICING
   - Receive bids from 3-5 subcontractors for each scope of work
   - Subcontractors evaluated for completeness of scope
   - Identify the lowest responsible bid

   3. REVIEW OF SCOPE & PRICING WITH SUBCONTRACTORS
   - Mask-to-mask meeting with the lowest responsible bidder
   - Conduct an in-depth scope review
   - Allow subcontractors to fix any “scope holes”
   - Select a subcontractor as a team

G. Describe firm’s philosophy on self-performing any of the trade work along with a percentage of project that will be self-performed, if any.

   SELF-PERFORMED WORK
   CORE will not self-perform work on the Tavan Elementary School project. We recognize the expertise of specialty trade contractors and utilize firms that self-perform in their chosen fields on a consistent basis. CORE brings a very large pool of resources to the table, allowing our team to focus on managing the quality and production of the project while preserving the marketplace competition in every trade, resulting in the best value and lowest cost for the Tavan Elementary School project.

   2. Subcontractor Partners

   SUBCONTRACTOR RECRUITMENT
   An intentional and empathic subcontractor recruitment plan will result in dollars back into the classroom. The successful of Tavan Elementary will depend on the wise selection of subcontractors and suppliers to perform the work. To this end, CORE works everyday to nurture existing relationships and create new ones with the very best in the industry. We take the same mindset of genuine empathy we have for our clients and apply it to the subcontractor community. We have found that if we market the project well and provide a clear, organized bidding process, we can increase the number of bidders by up to 25%. Furthermore, as we strive to provide a clear, organized plan for construction, the subcontractors can be more efficient, leading to more competitive bids. We have seen savings of up to 10% from subcontractors because they simply would rather work on a CORE K-12 project because of the well-organized and professional bidding and construction process. These are all savings are directly pushed into the classroom. Our team will have a very well laid out plan that will result in greater production, more efficiency, and lower cost than the competition because of their extensive subcontractor community.

   3. Controversies and claims related to work performed by subcontractors.

   DISPUTE RESOLUTION
   CORE makes every effort to proactively manage the relationships we have with each of our subcontractors. We pride ourselves on keeping transparent, open communication with all subcontractors, managing risk and mitigating any issues that may arise quickly and efficiently. Our pre-qualification process ensures that our subcontractors are capable of performing to our standards of Operational Excellence. CORE has effectively pre-qualified subcontractors for a multitude of projects, and we are confident in our subcontractor selection process and the companies qualified to complete your project. Our subcontract agreements ensure that the subcontracted building partner understands the full extent of the contract documents, their scope of work, and additional project requirements as outlined in the solicitation. Clearly written subcontract agreements are the most effective tool for avoiding conflicts later in the project cycle.
A. Firm shall provide a summary statement on why they would be the best fit for the SUSD to perform the CMAR project.

We believe that there are key components that need to be focused on from day one to ensure the project success of Tavan Elementary. We hope you have seen our unique approach to pre-construction and passion we will bring to the project from the start.

The Tavan Community Deserves a CMAR that Leverages...

1. Every Lesson Learned from Previous SUSD Rebuild Projects
   - Budget focus
   - Community engagement
   - District standards

2. Unique PreConstruction Approach
   - Upfront investigation
   - Real time pricing to allow for informed decisions
   - Unmatched renovation understanding

3. Clarity, Communication, and Transparency...Details Matter

B. Provide any additional information that would add value to the program offered that has not been identified above.

CORE is committed to engaging with the Tavan community and utilizing our construction site as an interactive classroom for the students and staff of Tavan Elementary. Please see the following pages for a few examples of how we have done this in the past.
During the Cherokee Elementary Rebuild project, CORE partnered with the Cherokee Elementary fourth grade teachers to provide a math lesson about volume. The homework assignment consisted of the students designing their own garden planters. They were to calculate the total volume of planter soil that would be required to fill the planters. Once the assignment was complete, the teachers and CORE team selected the top designs. These student designs qualified for the added bonus round in which the planters were actually constructed on campus!

The "Volume" lesson was initially scheduled for just after spring break. Unfortunately, with the spread of COVID-19, all classroom teaching was suspended for the rest of the year, but CORE was determined to find another way. We decided to record the "Volume" lesson to be used in online classes and the students were able to present their designs and calculations virtually. Once the top three to five designs were chosen, CORE hosted an online presentation with the school Principal acknowledging the students whose planters were selected to be built.

COMMUNITY GARDENS

MET ACADEMY STUDENT TOUR

We worked with Peoria Unified School District and their MET Academy to mentor high school students who had interest in the AEC industry. The MET students gained first-hand experience as they toured one of CORE’s active construction sites. Our Project Manager, Whitney Bunn, and Superintendent, Ti Morse, led a tour on site while teaching the students about the construction process and aspects of subcontractor work.

MESA VERDE HALLOWEEN

Throughout the Mesa Verde project, we saw excited students and faculty peering through slits in the construction fence to get a look at the addition and renovations we were building on their campus. When it came time for the faculty to decide what they wanted to dress up as for Halloween that year, they all agreed they should be construction workers. We happily helped them, providing the entire staff with hard hats and vests.

MOUNTAIN SKY MURAL

In 1990, Robert Wyland, now a famed artist, painted a blue whale along the side of a portable classroom. During the project, the Wyland Whale Mural was going to be demolished. CORE successfully salvaged the mural and invested nearly 50-man hours to gently remove, repair, and screwed into the brick wall in the library.

OUR COMMITMENT

Every community is different, which is why CORE engages with every community differently. Here are some examples of ways we have engaged with other communities to get them excited about the construction taking place on campus and their new learning environment.
T6: MISCELLANEOUS

ENGAGE

CHEROKEE FENCING PROJECT

Going into this project we knew the importance of winning over the surrounding community before beginning construction. We worked to brainstorm ideas of how to make sure the community felt a part of this project and was excited to see the investment in their community. We worked with the art classes to have the students create art fencing so that when parents pulled up they felt welcomed on the campus and excited to see their child’s art work being incorporated into the future of the Cherokee Elementary School project.

TRUNK-OR-TREAT

CORE decorated a backhoe as a fun monster-like creature and passed out candy and toys at an elementary school annual Trunk-or-Treat event where volunteers decorate the back of their cars for Halloween, load up on candy, and come sit in the parking lot for the kid to “trick-or-treat” from car-to-car. The fall festival was open to the entire surrounding community.

CURIOSITY

MICA MOUNTAIN HIGH SCHOOL OPEN HOUSE

CORE and the District hosted an open house for the community to walk through the construction site before deciding whether they would enroll at the new school the following year. 1,100 people attended.

ARCHEOLOGY LESSON

CORE hosted an archeology dig day for the students of Vail Unified School District at Mica Mountain High School, which was under construction at the time. Students traveled from station to station to learn about ancient artifacts that can be found on job sites and the history behind them.

DRONE FOOTAGE

Like we have done on our previous projects for SUSD, CORE will provide drone updates of the Tavan Rebuild project that the District can share on their social media. Our goal is to maintain transparency and ensure your community is as excited about this project as we are!
OFFER AND ACCEPTANCE

Scottsdale Unified School District #48
Offer and Acceptance Form

5775 E. Main Street
Scottsdale, AZ 85251
480-483-0512

OFFER AND ACCEPTANCE

CERTIFICATION

By signature below, the bidder certifies:

1. The submission of this offer did not involve solicitation or other and competitive practices.
2. The offerer shall not use this offer against any employee or applicant for employment in violation of State Executive Order 18-4, 2011 or A.R.S. § 41-1461 through 1485.
3. The offerer has not, either directly or indirectly, attempted to induce an economic boycott, nor intends to engage in any time after, boycott to any economic or economic opportunity, future employment, gift, loan, loan, money, or service to or a public servant, in connection with the solicitation offer, or to provide or pay, if, or to keep anyone from participating in the solicitation offer.
4. The offerer guarantees that in order to accept the agreement, all Federal and State laws and regulations related to the Integration of Minority and Women's Business Enterprises, and to the procurement of Federal and State contracts.
5. In accordance with A.R.S. § 17-405, the District is prohibited from purchasing from a company that is, in violation of the Export Administration Act.
6. In accordance with A.R.S. § 17-606, the District is prohibited from purchasing from a company that is to fulfill or satisfy compliance requirements set forth in this offer.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is hereby notified that the materials or services listed in the attached contract and the specifications and all conditions, specifications, amendments, etc., and the Contractor hereof as accepted by the School District.

This contract shall be performed in accordance with the contract issued by the District.

Contract Effective Date: ______________________, 2021.

The Contractor is conditioned not to commence the work to commence work or to provide any material or service under this contract until Contractor's order has been received. Any written order to proceed.

Awarded this ______________________, 2021.

Authorized Signature of the District
I.R.S. W-9 FORM

Scottsdale Unified School District 48

ACKNOWLEDGEMENT AND NON-COLLUSION AFFIDAVIT

Scottsdale Unified School District 48

Address: 7801 E. Main Street
Scottsdale, AZ 85251

Date: August 25, 2021

Each proposer will initially have read and complied with all the instructions, Terms, Conditions and Specifications. Failure to do so may seriously hamper the evaluation process.

Uniform Instructions to Offerors

- Uniform General Terms & Conditions
- Special Instructions
- Special Terms & Conditions
- Acknowledgment & Non-Collusion Affidavit

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

Amendment #1: TS
Amendment #2: TS
Amendment #3: TS
Amendment #4: TS

As an authorized representative of the proposer, corporation, or company who makes the accompanying Proposal ("Offerer") with respect to the District’s RFP #22-21-26 and having first been duly sworn, I hereby deposit and state as follows:

1. The accompanying Proposal is genuine and such Proposal in no way is not solicited, nor was such Proposal made in the interest or behalf of any person or corporation not named herein.
2. The Offerer has not directly or indirectly induced or solicited any other person or corporation to form a joint venture or to submit a proposal.
3. The Offerer has not in any manner sought by conflict or anti-competitive means or practices to secure for itself an advantage over any other bidder.

(Signature of Proposer Authorized to Sign Offer)

Todd Steffen, President

(ThE)

Subscribed and sworn to before me

Emily Bianchi

25th day of August, 2021

This page must be signed, notarized and returned with your proposal response.
EXCEPTIONS/DEVIATION FORM

Scottsdale Unified School District #48
Deviations and Exceptions Form

2575 E. Main Street
Scottsdale, AZ 85251
480-486-0135

DEVATIONS AND EXCEPTIONS FORM

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

Deviations and Exceptions (mark one):

☑ No exceptions

Exceptions taken (describe—attach additional page if needed)

CORE does not have any deviations or exceptions to this RFO.

The undersigned hereby acknowledge that all deviations/exceptions to this solicitation are clearly listed on this form.

Company Name: CORE Construction
Printed Name & Title: Todd Steffen, President

Date: August 25, 2021
Authorized Signature: [Signature]

CONFIDENTIALITY/PROPRIETARY FORM

Scottsdale Unified School District #48
Confidential Proprietary Submittals Form

2575 E. Main Street
Scottsdale, AZ 85251
480-486-0135

CONFIDENTIAL/PROPRIETARY SUBMITTALS FORM

Confidential/Proprietary Submittals (mark one):

☐ No confidential proprietary materials have been included with this offer.

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

Private and confidential information is included with our Audited Financial Statements, located in a separate envelope marked “FINANCIAL STATEMENTS - CONFIDENTIAL”.

Company Name: CORE Construction
Printed Name & Title: Todd Steffen, President

Date: August 25, 2021
Authorized Signature: [Signature]
T7: STANDARD FORMS

ADDITONAL MATERIALS FORM

No additional materials have been included in this offer.

CORE Construction

Todd Steffen, President

REFERENCES

<table>
<thead>
<tr>
<th>Scottsdale Unified School District #48</th>
<th>References</th>
</tr>
</thead>
<tbody>
<tr>
<td>[PROJECT] CMAR Services for Tavan Elementary School</td>
<td></td>
</tr>
</tbody>
</table>

Officer shall provide below a minimum of three (3) references from district that are similar in scope and size to this requirement. It is the company’s responsibility to send out a reference form to each client making sure their client completes the form, and that the client returns the form directly to the 515 CP Purchasing Department.

1. Firm: Osborn School District
   Street Address: 1226 W Osborn Road
   City: Phoenix State: Arizona Zip: 85013
   Contact Name: John Bachler Phone: 602.707.2050
   Type of Services Provided: CMAR Services for Solano Elementary School Additions & Renovations

2. Firm: Kyrene Elementary School District
   Street Address: 8700 South Kyrene Road
   City: Tempe State: Arizona Zip: 85284
   Contact Name: Dr. Marianne Lescher Phone: 480.541.5400
   Type of Services Provided: CMAR Services for Kyrene Traditional Academy

3. Firm: Vail Unified School District
   Street Address: 13801 East Benson Highway P.O. Box 800
   City: Vail State: Arizona Zip: 85641
   Contact Name: Jerry Wood Phone: 520.879.2050
   Type of Services Provided: CMAR Services for Mica Mountain High School and Vail Inclusive Preschool
FAMILIAL RELATIONSHIP DISCLOSURE

Scottsdale Unified School District #48
Familial Relationship Disclosure Statement
7538 E. Main Street
Scottsdale, AZ 85251
480-481-5191

**Familial Relationship Disclosure Statement**

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

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

<table>
<thead>
<tr>
<th>Employee of Firm</th>
<th>Scottsdale Unified School District</th>
<th>How are they related</th>
</tr>
</thead>
</table>

**Signature of Firm: Authorized to Sign Offer**

**P. Steffen, President**

September 25th, 2021

**Signature of Public Officer and for the State of Arizona**

**County of Maricopa**

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

---

COMPLIANCE STATEMENT

Scottsdale Unified School District #48
Compliance Statement
7538 E. Main Street
Scottsdale, AZ 85251
480-481-5191

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

1. Federal Immigration and Nationality Act
   - By applying for a Vendor Application Form or a Vendor Number to do business with Scottsdale Unified School District, the vendor warrants that it and all proposed subcontractors are in compliance with 1) Federal Immigration and Nationality Act (INA), A.R.S. R4-486, A.R.S. R35-214 and all other Federal Immigration laws and regulations related to the immigration status of its employees. The vendor shall obtain statements from all subcontractors certifying compliance with this requirement and shall furnish the statements to the District Procurement Officer upon request.

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

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

4. Fingerprint Clearance Card Requirement
   - A contractor, subcontractor or vendor who is contracted to provide services on a regular basis on District property must obtain a valid fingerprint clearance card pursuant to A.R.S. R34-178. The Superintendent may suspend this requirement for a contractor, subcontractor or vendor where the Superintendent has determined it is not likely to have independent access or supervised contact with students as part of the contractor’s normal job duties while performing service to a school or the district. The signatory warrants compliance with this law.

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

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

   **CORE Construction**
   
   **Company**
   
   **Date**
   
   **Aug 25, 2021**
   
   **Printed or Typed Name Above & Title**
   
   **Todd Steffen, President**
Please refer to the following pages for CORE's most current W9 form.
**PAYMENT BOND**

Know all men by these presents:

That,

(hereinafter called Principal), as Principal, and

(a corporation organized and existing under the laws of the State

Of

, with its principal office in the City of

(heretofore called the

Surety), as Surety, are held and firmly bound unto the Phoenix Union High School District (hereinafter called the Obligee) in the amount of

(Dollars) ($________________________) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has entered into a certain written contract with the Obligee, dated the

city of

, 20

, to construct and complete a certain

work described as


which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

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

Witness our hands this

day of

, 20

,

Principal

__________

BY

Surety

__________

BY

Agency of Record

__________

Per Section G. PAYMENT BOND in the 06 Scope of Work document for this RFQ, a performance bond will be submitted to the District within ten (10) days of the establishment of the GMP.
# Certificate of Liability Insurance

**Certificate Number:** 11150

**Insured:** ARCH IND CO (Main Insured)

**Policy Number:** 41WCI8946712 (CA/IN/IL/TX) 41WCI8896012 (AOS) 41PKG8896112

**Policies Provided:**
- **Personal & Auto Liability**
- **Comprehensive General Liability**
- **Excess Liability**
- **Umbrella Liability**

**Period of Coverage:**
- **Effective Date:** 02/24/2021
- **Expiration Date:** 03/01/2022

**Limitations:**
- **General Aggregate Limit:** $4,000,000
- **Property Damage:** $2,000,000
- **Personal & Advertising Injury:** $10,000

**Additional Insureds:**
- **CORE Construction, Inc.**
- **Insurer**: ARCH IND CO
- **Certificate Number:** 11150

**Important Notes:**
- The certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
- This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies referenced.

**Address:**
- **ARCH IND CO**
  3036 East Greenway Road
  Phoenix, AZ 85032

---

**Certificate of Liability Insurance**

**Certificate Number:** 11150

**Insured:** ARCH IND CO (Main Insured)

**Policy Number:** 41WCI8946712 (CA/IN/IL/TX) 41WCI8896012 (AOS) 41PKG8896112

**Policies Provided:**
- **Personal & Auto Liability**
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- **Personal & Advertising Injury:** $10,000

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- This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies referenced.
T7: STANDARD FORMS

ADDENDA NO. 2

Scottsdale Unified School District
Engage, Educate and Empower Every Student, Every Day

Purchasing Services
7575 E. Main Street
Scottsdale, AZ 85251-4522

Telephone: 480-488-8151
Fax: 480-484-8204
Web site: www.susd.org

Addendum No. 2
Re: RFQ No. 22-21-26 CMAR – Tavan Elementary School

Please initial acknowledgment for Amendment No. 2 in File 15 Acknowledgement & Non-Collusion Affidavit.

1. Q: Is this project federally funded and subject to Davis Bacon requirements?
   A: The District does not intend to use any federal funds for this project.

2. Q: Will there be any summer activities at the school? If not, will the background check process still apply?
   A: Summer activities are likely to take place; therefore, the background check process remains a requirement for this project.

3. Q: Is there electronic as-builts for the campus available for download?
   A: As-builts are not available currently.

4. Q: Is there a list of all of the projects the district wishes to accomplish under this budget?
   A: Yes, but the priorities are to build more classroom space, expand the PE space, and complete parking lot/bus lane work.

5. Q: Is there a list of priorities for the Tavan project? For example, needs vs. wants?
   A: Please see answer from question 4.

6. Q: Are as-built plans of the existing site available for review?
   A: Please see answer from question 3.
EXHIBIT D

Subcontractor Selection Program
CORE has created a process where subcontractor selection is based on both qualifications and cost. This process enables us to get an “Apples to Apples” comparison on scope cost from pre-qualified professionals. The ultimate result is the District benefiting from a Best Value subcontractor that is highly qualified, understands the project, and delivers financial value. We will not select subcontractors until after a purchase order is issued.

CORE recruit’s subcontractor’s as early as possible. During the Pre-Construction phase of a project, CORE will often host a subcontractor fair to encourage early subcontractor involvement. Invitations and notices about the fair are sent to newspapers and other publications ensuring that the subcontracting community is well informed. We will also consult with the District to invite subcontractors that have been used by the District in the past. Multiple fairs are often hosted for one project to serve the various phases of the preconstruction process; initial start-up, schematic documents, design documents, and construction documents. In doing so, CORE is able to maximize subcontractor recruitment throughout the entire preconstruction phase of the project. CORE Construction, Inc. also understands the importance of keeping tax dollars local and using qualified subcontractors.