

# SCOTTSDALE AIRPORT ADVISORY COMMISSION MEETING NOTICE AND AGENDA



Wednesday, July 20, 2016  
6:00 p.m.  
Scottsdale Airport Terminal Lobby  
15000 N. Airport Drive, Scottsdale, AZ



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## AIRPORT ADVISORY COMMISSION

Brad Berry, Chair

John Celigoy, Vice Chair

Bob Hobbi

Vacancy

Ken Casey

Steve Ziomek

Vacancy

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### Call to Order

### Roll Call

### Pledge of Allegiance

### Aviation Director's Report

The public body may not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

### Approval of Minutes

Regular Meeting: June 15, 2016

### Public Comment

Citizens may complete one Request to Speak "Public Comment" card per night and submit it to Aviation Staff. Public Comment time is reserved for citizen comment regarding non-agendized items. No official action can be taken on these items. Public Comment is limited to a total of 15 minutes at the beginning and 15 minutes at the end of the meeting. **Speakers are limited to three minutes to address the Commission during "Public Comment."**

Persons with a disability may request a reasonable accommodation by contacting Airport Administration (480-312-2321). Requests should be made 24 hours in advance or as early as possible to allow time to arrange accommodation. For TTY Users, the Arizona Relay Service (1-800-367-8939) may contact the Aviation Department (480-312-2321).

## REGULAR AGENDA

## ITEMS 1-10

**How the Regular Agenda Works:** The Commission takes a separate action on each item on the Regular Agenda. If you wish to address the Commission regarding any or all of the items on the Regular Agenda, please complete a Comment Card for each topic you wish to address and submit it to Aviation Staff. Speakers will be given three minutes to speak per item. Additional time may be granted to speakers representing two or more persons. Cards for designated speakers and the persons they represent must be submitted together. **Comment cards must be submitted before public testimony has begun on any Regular Agenda or Public Hearing item.**

1. Mead & Hunt/DWL Architects shall provide a brief presentation and update regarding the terminal area redevelopment project  
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, [gmascaro@scottsdaleaz.gov](mailto:gmascaro@scottsdaleaz.gov)
2. Discussion and possible action to Adopt Resolution No. 10496 authorizing Contract No. 2016-091-COS with JE Dunn Construction, in the amount of \$248,015.00 to conduct pre-construction phase services as Construction Manager at Risk (CMAR) for the Airport Terminal Area Redevelopment Project  
Staff contact: Chris Read, Airport Operations Manager, 480-312-2674, [cread@scottsdaleaz.gov](mailto:cread@scottsdaleaz.gov)
3. Discussion and possible action for a recommendation to the Planning Commission and City Council on case 19-ZN-2002#4 (Scottsdale Marketplace)  
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, [sferrara@scottsdaleaz.gov](mailto:sferrara@scottsdaleaz.gov)
4. Discussion and input regarding the Quarterly Noise Complaint Summary Report  
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, [sferrara@scottsdaleaz.gov](mailto:sferrara@scottsdaleaz.gov)
5. Discussion and input regarding the Monthly Construction Report  
Staff contact: Chris Read, Airport Operations Manager, 480-312-2674, [cread@scottsdaleaz.gov](mailto:cread@scottsdaleaz.gov)
6. Discussion and input regarding Monthly Operations Reports for June  
Staff contact: Chris Read, Airport Operations Manager, 480-312-2674, [cread@scottsdaleaz.gov](mailto:cread@scottsdaleaz.gov)
7. Discussion and input regarding Financial Reports for May  
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, [gmascaro@scottsdaleaz.gov](mailto:gmascaro@scottsdaleaz.gov)
8. Discussion and input regarding Public Outreach Programs and Planning Projects  
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, [sferrara@scottsdaleaz.gov](mailto:sferrara@scottsdaleaz.gov)
9. Discussion and input regarding status of Aviation Items to City Council  
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, [gmascaro@scottsdaleaz.gov](mailto:gmascaro@scottsdaleaz.gov)
10. Discussion and possible action to modify the Airport Advisory Commission Meeting Schedule and Commission Item Calendar  
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, [gmascaro@scottsdaleaz.gov](mailto:gmascaro@scottsdaleaz.gov)

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### **Future Agenda Items**

Discussion and possible action to add Commissioner requested item on a future agenda.

### **Adjournment**



**Meeting Date:** 07/20/16

**Staff Contact:** Gary P. Mascaro,  
Aviation Director

**Phone:** (480) 312-7735

**ACTION**

Approval of Minutes – Regular Meeting  
June 15, 2016

Attachment(s): 1. Draft minutes of the June 15, 2016 Regular Meeting

Action taken:



**DRAFT**

**SCOTTSDALE AIRPORT ADVISORY COMMISSION  
PUBLIC MEETING  
Scottsdale Airport Terminal Lobby  
15000 N. Airport Drive, Scottsdale, AZ  
June 15, 2016**

**MINUTES**

**PRESENT:** Brad Berry, Chairman  
John Celigoy, Vice Chair  
William Schuckert  
Steve Ziomek (telephonic)

**ABSENT:** Ken Casey  
Bob Hobbi

**STAFF:** Katie Callaway, Risk Management Director  
Sarah Ferrara, Aviation Planning & Outreach Coordinator  
Gary Mascaro, Aviation Director  
Chris Read, Airport Operations Manager

**CALL TO ORDER**

Chair Berry called the meeting to order at 6:00 p.m.

**ROLL CALL**

A formal roll call confirmed the presence of Commissioners as noted above. Chairman Berry thanked Commissioners Schuckert and Goode for their service.

**PLEDGE OF ALLEGIANCE**

Chairman Berry led the meeting in the pledge of allegiance.

## **AVIATION DIRECTOR'S REPORT**

Gary Mascaro, Aviation Director announced the hiring of Ms. Carmen Williams from Phoenix Mesa Gateway Airport and stated that she would be present at the next Commission meeting. In addition, a frontline airport operations technician has been hired to fill an overnight shift. An airport operations technician recently resigned.

Terminal area redevelopment full design is swiftly proceeding. All survey work has been completed. Meetings have been conducted with business partners to determine wants and needs. A preliminary concept should be completed within the next 30 days. It will then go through a public process via the Development Review Board.

## **APPROVAL OF MINUTES**

### 1. Approval of Minutes

Regular Meeting: May 18, 2016

Vice Chair Celigoy made a motion to approve the minutes of the May 18, 2016 regular meeting as presented. Commissioner Ziomek seconded the motion, which carried by a vote of four (4) to zero (0). Commissioners Casey and Hobbi were absent.

## **PUBLIC COMMENT**

There were no public comments.

## **REGULAR AGENDA            ITEMS 1 - 9**

### 1. Discussion and Possible Action Regarding Risk Management Insurance Update

Katie Callaway, Risk Management Director stated the insurance program is a self-insured program covering \$2 million per loss with in excess of \$50 million additional coverage. This program is primarily for City operations. It provides a small amount of coverage in the excess policy for the Airport. However, Airport operations are excluded. Instead they are included under the Airport operations liability policy. The Airport operations liability policy covers operations for liability, including construction to some degree. Worker's compensation for the Airport is included with the rest of the City employees with Safety National. Safety National is also a self-insured program, where the insured pays the first \$1 million of every claim and then buys excess layers of liability coverage for worker's compensation.

Property coverage is a blanket property policy for the entire City. There has been a recent move from the Builder's Risk coverage on the new building to main property schedule. A summary of losses at the Airport reflects an impressive safety record. A recent event included damage to the security gate by a drunk driver, in which the Airport was able to collect the damages from the driver. In reviewing premiums the Airport pays for its separate liability operations policy, there was an increase in liability limits previously to cover the Super Bowl. This has been reduced back to \$200 million. The premium amount is stable at \$23,900 per

year. The FBOs in regular leases all have insurance requirements and indemnity agreements, where the operators basically provide insurance coverage and indemnification for the City as well as themselves for all of their operations. In addition, there is a transfer of risk in construction projects that are ongoing as well as in the design agreements and architect agreements that have been executed for some buildings. The construction agreement includes property insurance, which is the builder's risk to cover the building while it is under construction. Contractual transfer coverage is required for those who apply for permits to use the Airport. Limits of liability insurance have been set out for businesses to provide to the Airport as well as indemnity agreements.

Vice Chair Celigoy referred to the construction risk and asked whether the Airport would assume additional risk once construction commences or whether this transfers to the contractors. Ms. Callaway stated that the contract requires that the contractor indemnify and insure the City. Subcontractors are subject to the same indemnity and insurance provisions.

In response to a question from Chair Berry regarding limits of liability, Ms. Callaway stated that the builder's risk property coverage is for the total cost of the construction project and requires additional coverage for temporary structures such as scaffolding and equipment. Liability is \$5 million. There is an architect and engineer contract as well.

2. Discussion and Possible Action to Adopt Ordinance No. 4268 to Amend Chapter 5, Aviation, of the Scottsdale Revised Code, Section 5-358, "Noise Attenuation Requirements," Revising "(a)" Relating to Noise Attenuation Measures

Sarah Ferrara, Aviation Planning & Outreach Coordinator stated that the amendment essentially reverts to former language in the Chapter 5 Aviation Code related to noise attenuation measures. Recent updates to Chapter 5 of the Code have been completed. In seeking improvements and conferring with the City Attorney's Office, guidance was provided to revert back to the former language.

In response to a question from Commissioner Ziomek, Ms. Ferrara noted that the language requires that internal noise levels must be below the exterior noise levels by 25 decibels. A Commissioner asked about the maximum decibel allowable for exterior noise in AC2 and 3. Mr. Mascaro stated that AC2 are development zones, which protect the Airport (55 DNL) contour. These should be reduced by 25 decibels.

Commissioner Schuckert asked for confirmation that that the ordinance requirements were "doable." Mr. Mascaro replied that the requirements are possible, as they have been followed in the past. He added that there are building materials which will allow the 25 decibel decrease.

In response to a question from Vice Chair Celigoy on why the change was made in the first place, Ms. Ferrara stated that it was felt the change would more readily align with the building code. However, the building code did not provide adequate specificity.

Commissioner Schuckert asked about the verification process. Ms. Ferrara replied that verification was handled through the inspection process.

Vice Chair Celigoy made a motion to Adopt Ordinance No. 4268 to Amend Chapter 5, Aviation, of the Scottsdale Revised Code, Section 5-358, "Noise Attenuation Requirements," Revising

“(a)” Relating to Noise Attenuation Measures. Commissioner Schuckert seconded the motion, which carried by a vote of four (4) to zero (0). Commissioners Casey and Hobbi were absent.

3. Discussion and Input Regarding Airport and Airpark Aeronautical Business Permit Additions, Cancellations or Revocations

Ms. Ferrara stated that cancellations include Solairus Aviation and Phoenix Heli Support.

4. Discussion and Input Regarding the Monthly Construction Report

Chris Read, Airport Operations Manager, stated that a certificate of occupancy was received for the Airport Operations Center Building. Personnel will be moving into the space as final systems and punch list items are completed. All submittals for the pull box replacement project are in and work will commence shortly. The two projects, reconstruction of Taxiway A and power vault & rotating beacon relocation project have been separated. This is in order that the power vault & rotating beacon project can be completed first in the event that funding is not received for the Taxiway A project.

5. Discussion and Input Regarding Monthly Operations Reports for May

Mr. Read reviewed based aircraft report totals, noting that there is not much change from last year. There was one Alert 3, which was minor with no damage and no injuries. For enforcement actions, there were some written notifications (N.O.V.). Although first time offenses, written warnings had to be issued in regards to parking violations where owners or operators were not present. For U.S. Customs, revenue fiscal year to date totaled \$463,900. Total uses per month were 77, with total uses fiscal year to date at 828 and U.S. visits at 15.

Commissioner Ziomek noted that the report used to include both revenue and expenses for Customs. Mr. Read agreed, stating that previous reports included anticipated expenses. Upon reevaluating the report, staff questioned the value of the information. Commissioner Ziomek commented that it was helpful to have information regarding the profitability for Customs. Profitability was the motivating factor for adding a second customs agent. Mr. Mascaro stated the previous reports reflected only anticipated revenues and costs. Customs is making enough money to cover its costs with a modest amount remaining. The final budget closeout will take place in July and the Commission will be provided with revenue and expense reports.

6. Discussion and Input Regarding Financial Reports for April

Mr. Mascaro stated that for fiscal year to date, the budget is up five percent or \$167,000. Monthly revenues are up approximately three percent month over month comparing 2015 to 2016. Expenses are up slightly. Account receivables are as expected. Fuel flowage is down overall 2.7 percent, however, up overall on the fiscal year, 2.7 percent. Fuel flowage from the Airpark is up nearly 12 percent.

In response to a question from Commissioner Schuckert, Mr. Mascaro stated that there is not a breakout from Landmark on the self-fueling. However, this can be requested, if there is interest.

## 7. Discussion and Input Regarding Public Outreach Programs and Planning Projects

Ms. Ferrara provided a list of updates. Highlights included:

- A listserv announcement was sent out on the vacancies from the Airport Advisory Commission as well as application information. Thus far, two people have submitted applications.
- One email was exchanged with a resident regarding noise concerns in the past month.
- The City Manager and Aviation Director, Gary Mascaro, held a meeting with the Phoenix resident who had previously put forth a petition regarding noise concerns.
- Staff is developing ideas for the grand opening open house. A date has not yet been set.
- Two projects within the Airport Influence Area were included in the planning and zoning reports.
- Six voluntary curfew letters were issued in May.

Mr. Mascaro noted that the Phoenix Metroplex process has been suspended by the FAA in evaluation of the airspace. City of Phoenix Sky Harbor spearheaded the suspension effort and collected all the necessary signatures. The letter stated that Scottsdale Airport and Sky Harbor needed a seat at the table prior to the process proceeding. In addition, community outreach should be performed.

## 8. Discussion and Input Regarding Status of Aviation Items to City Council

Mr. Mascaro reviewed approved items, including the construction contract for preconstruction design phase services as well as the just approved recommendation for approval by the Commission with regard to the noise attenuation.

Ms. Mascaro discussed One Scottsdale, the DMB mixed use development, which includes residential, commercial and retail. The project is located north of Henkel off of Scottsdale Road. The Airport Advisory Commission voted 6 (six) to zero (0) to recommend approval of the project with a recommendation of no residential above 60 feet. This was presented in the City Council report. At the meeting, this was discussed with the City Council approving the project by a vote four (4) to three (3), however the approval did not include the recommendation to prohibit residential from 60 to 90 feet. The applicant is pursuing noise attenuation of what would be required in an EC2, where the project is listed in an EC1. The density was reduced from 1,366 units down to 900 units. The City Council recommended more owner occupancy of at least 20 percent. On June 21st, this portion of the agreement will go back to City Council for a vote.

Ms. Ferrara stated that three cases with noise sensitive uses would be ready to come before the Commission in the near future, including the Crossroads Project.

## 9. Discussion and Possible Action to Modify the Airport Advisory Commission Meeting Schedule and Commission Item Calendar

Mr. Mascaro stated that the CMAR contract is scheduled to go before the City Council on August 30th on consent, which means that the Airport Advisory Commission should meet prior to that time for recommendation. After discussion, Commissioners agreed on a preference to meet on July 20th, as scheduled. No formal scheduling action is required at this time.

**PUBLIC COMMENT**

No members of the public wished to address the Commission

**FUTURE AGENDA ITEMS**

No agenda items were added.

**ADJOURNMENT**

With no further business to discuss, being duly moved and seconded, the meeting adjourned at 6:47 p.m.

***Recorded and Transcribed by AVTronics Inc., d/b/a AVTranz Transcription and Reporting Services***



## COMMISSION INFORMATION REPORT

Mead & Hunt/DWL Architects shall provide a brief presentation and update regarding the terminal area redevelopment project

**Agenda Item No:** 1

**Meeting Date:** 07/20/16

**Contact:** Gary P. Mascaro,  
Aviation Director

**Phone:** (480) 312-7735

### INFORMATON

Terminal area redevelopment presentation.



## COMMISSION ACTION REPORT

Discussion and possible action to Adopt Resolution No. 10496 authorizing Contract No. 2016-091-COS with JE Dunn Construction, in the amount of \$248,015 to conduct pre-construction phase services as Construction Manager at Risk (CMAR) for the Terminal Area Redevelopment Project at Scottsdale Airport

**Agenda Item No.:** 2

**Meeting Date:** 07/20/16

**Staff Contact:** Chris Read,  
Airport Operations Manager

**Phone:** (480) 312-2674

### ACTION

Airport Advisory Commission considers recommending to City Council, to ADOPT Resolution No. 10496, authorizing Contract No. 2016-091-COS in the amount of \$248,015 with JE Dunn Construction to conduct pre-construction design phase services as Construction Manager at Risk (CMAR) for the Terminal Area Redevelopment Project.

### PURPOSE

This contract will provide the services necessary to complete the preconstruction phase work related to the Terminal Area Redevelopment project. This will allow JE Dunn Construction to work closely with the Aviation's current engineering firm (Mead & Hunt, Inc.) to determine the best and most efficient methods of construction to complete the project. The CMAR will also conduct a thorough constructability review of the project plans during this phase. Finally, the CMAR will conduct an "open book" bid process based on qualifications and price to establish a final Guaranteed Maximum Price (GMP) proposal for the actual cost of the construction work.

### KEY CONSIDERATIONS

- The Aviation Department worked in conjunction with the City of Scottsdale's Capital Projects Management staff to prepare the Request for Qualifications (RFQ) for qualified construction firms.
- Twelve (12) firms submitted statements of qualification and three (3) of those firms were short-listed and subsequently interviewed.
- The RFQ Selection Committee included five (5) members of City staff and one (1) construction professional employed by a private construction firm.
- Using a point system, the selection committee concluded that JE Dunn Construction was the most qualified company to conduct this work.
- The Aviation Department will bring the construction phase contract to the Airport Advisory Commission and City Council for approval at a later date.
- The entire project, from design to final construction, will be paid for by MPC bonds.
- The actual cost of the contract is for \$165,343, but the City added an additional \$82,672 as an allowance in case the project scope is increased or changed by the City.

Attachment(s): 1. Draft Resolution No. 10496  
2. Draft Contract No. 2016-091-COS

Action Taken:

RESOLUTION NO. 10496

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE AWARD OF CONSTRUCTION MANAGER AT RISK PRE-CONSTRUCTION PHASE SERVICES CONTRACT NO. 2016-091-COS WITH JE DUNN CONSTRUCTION, FOR THE AIRPORT TERMINAL AREA REDEVELOPMENT PROJECT.

WHEREAS, the City of Scottsdale desires to redevelop the terminal area at the Scottsdale Airport; and

WHEREAS, JE Dunn Construction, has offered to provide to the City the requisite preconstruction phase services necessary to redevelop the terminal area; now, therefore

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. That the Mayor of the City of Scottsdale is hereby authorized and directed to execute Agreement No. 2016-091-COS, in the amount of \$248,015.00 between the City and JE Dunn Construction, for construction manager at risk pre-construction phase services in connection with the terminal area redevelopment project at Scottsdale Airport.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 30<sup>th</sup> day of August, 2016.

ATTEST:

CITY OF SCOTTSDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Carolyn Jagger, City Clerk

\_\_\_\_\_  
W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Bruce Washburn, City Attorney  
By: Cliff Frey  
Senior Assistant City Attorney



**CITY OF SCOTTSDALE**

**CONSTRUCTION MANAGER AT RISK**

**PRECONSTRUCTION CONTRACT**

**PRECONSTRUCTION PHASE SERVICES**

**PROJECT NO. AB59A**

**CONTRACT NO. 2016-091-COS**

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**CITY OF SCOTTSDALE**

**CONSTRUCTION MANAGER AT RISK  
PRECONSTRUCTION CONTRACT  
PRECONSTRUCTION PHASE SERVICES**

**PROJECT NO.  
CONTRACT NO. 2016-091-COS**

**THIS CONTRACT**, entered into this 30th day of August, 2016, by the City of Scottsdale, an Arizona municipal corporation, (the "CITY") and J.E. Dunn Construction Company, a Missouri corporation, (the "CONSTRUCTION MANAGER AT RISK" or "CMAR").

**RECITALS**

- A.** The Mayor of the City of Scottsdale, Arizona, is authorized by provisions of the City Charter to execute Contracts for professional services and construction services.
- B.** The City intends to construct the Scottsdale Airport Terminal Area Redevelopment Project, as described in Exhibit A attached, and referred to in this Contract as the "Project," located at 15000 N Airport Dr. Scottsdale, AZ 85260.
- C.** To undertake the design of the Project, the City has entered into a Contract with Mead & Hunt and DWL Architects, who are collectively referred to as the "Design Professional."
- D.** The City desires to enter into this Contract with the CMAR for the preconstruction phase services identified in this Contract. At the end of the preconstruction phase, at the City's discretion, the City may enter into a separate Construction Contract with the CMAR for construction phase services.

**CONTRACT**

**FOR AND IN CONSIDERATION** of the parties' mutual covenants and conditions, it is agreed between the City and the CMAR as follows:

**ARTICLE 1 - BASIC PRECONSTRUCTION PHASE SERVICES**

**1.0 GENERAL**

- A.** The CMAR, to further the interests of the City, will perform the services required by, and in accordance with this Contract, to the satisfaction of the Contract Administrator, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Scottsdale, Arizona would exercise at that time, under similar conditions. The CMAR will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice. The services being provided under this Contract will not alter any real property owned by the City.

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PROJECT NAME: AIRPORT TERMINAL AREA REDEVELOPMENT PROJECT  
PROJECT NO: AB59A

- B. Initial Program Evaluation: The CMAR will provide an initial written evaluation of the City's Project with recommendations as to the requirements of the Project and the Project's budget. The City and the CMAR will identify an acceptable time frame by which the CMAR will provide initial program evaluation.
- C. Project Meetings: The CMAR will attend Project Team meetings which may include, but are not limited to, monthly Project management meetings, Project workshops, special Project meetings, and Construction Documents rolling reviews.
- D. The CMAR will review and comment on the Design Professional's design phase services, in a proactive manner and consistent with the intent of the Scope of Work and the most current Drawings and Specifications. The CMAR will promptly notify the City in writing whenever the CMAR discovers errors in any Drawings or Specifications or changes in the Scope of Work requiring an adjustment in the cost estimate, Project Schedule, Guaranteed Maximum Price (GMP) Proposals or in the Contract Time for the Work, to the extent they are established.
- E. The CMAR, when requested by the City with reasonable notice, will attend, make presentations and participate as may be appropriate, in public or community meetings related to the Project. The CMAR will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any public agency meetings.

## 1.1 CONSTRUCTION MANAGEMENT PLAN

- A. The CMAR will prepare a Construction Management Plan, which includes but is not limited to the CMAR's professional opinions concerning: (1) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (2) Plans for investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing physical surface and subsurface facilities and underground utilities, (3) alternate strategies for fast-tracking or phasing the construction, (4) the number of separate subcontracts to be awarded to Subcontractors and Suppliers for the Project construction, (5) any Intergovernmental Contracts (IGA's), (6) permitting strategy, (7) safety and training programs, (8) construction quality control, (9) a commissioning program, (10) the cost estimate and basis of the model, (11) a matrix summarizing each Project Team member's responsibilities and roles, and (12) goal compliance strategy.
- B. The CMAR will add detail to its previous version of the Construction Management Plan to keep it current throughout the preconstruction phase, so that the Construction Management Plan is ready for implementation at the start of the construction phase. The update/revisions may take into account (a) revisions in Drawings and Specifications; (b) 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 City, Design Professional or the CMAR, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right 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 (if any) or materials, and (g) funding issues identified by the City.

## 1.2 PROJECT SCHEDULE

- A. The fundamental purpose of the “Project Schedule” is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member’s compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CMAR will, however, develop and maintain the “Project Schedule” on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule is subject to City approval. The Project Schedule will be consistent with the most recent revised/updated Critical Path Method. The Project Schedule will use the Critical Path Method technique, unless required otherwise in writing by the City. The CMAR will use scheduling software to develop the Project Schedule that is acceptable to the City. The Project Schedule will be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for the phases once determined. The Project Schedule’s activities will directly correlate with the Schedule of Values specified in Article 1.4(A).
- B. The CMAR will include and integrate in the Project Schedule the services and activities required of the City, the Design Professional and the CMAR including all construction phase activities based on the input received from the City and the Design Professional. The Project Schedule will detail activities to the extent required to show: (1) the coordination between conceptual design and various design phase documents, (2) separate long-lead procurements, if any, (3) permitting issues, (4) land and right-of-way acquisition, if any, (5) bid packaging strategy and awards to Subcontractors and Suppliers, (6) major stages of construction, (7) start-up and commissioning, and (8) City’s acceptance of the completed Work. The Project Schedule will include, by example and not limitation, proposed activity sequences and durations for procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, total float for all activities, relationships between the activities, the City’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.
- C. The Project Schedule will be updated and maintained by the CMAR throughout this Contract to assure that the schedule will not require major changes at the start of the construction phase to incorporate the CMAR’s plan for the performance of the construction phase Work. The CMAR will provide updates or

revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The CMAR will include with these submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

1. Project Phasing (Optional): At the City's direction the CMAR will review the design and make recommendations for phased construction. If phased construction is considered appropriate and the City and Design Professional approve, the CMAR will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work. The CMAR will take into consideration factors such 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 pertinent factors.

### 1.3 GENERAL DESIGN DOCUMENT REVIEWS

- A. The CMAR will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals or the Project Schedule.
- B. The CMAR will recommend, with City approval, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the CMAR to construct the Project.
- C. The CMAR will meet with the Project Team as required to review designs during their development. The CMAR will familiarize itself with the evolving documents through the preconstruction phase. The CMAR 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 CMAR will also advise the Project Team on errors and omissions it has discovered in the Drawings and Specifications related to proposed Site improvements, excavation and the foundation as well as other errors and omissions CMAR has identified with respect to coordination of the Drawings and Specifications. The CMAR will recommend cost effective alternatives.
- D. The CMAR will routinely conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will identify discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of the Work of Subcontractors and Suppliers as follows:
  1. Constructability Reviews: The CMAR will evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized; (c) construction

efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design 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 Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning: access and entrance to the Site, lay down and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.

2. Bidability Reviews: The CMAR will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing Site conditions.
  3. The results of the reviews will be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the City, the CMAR will meet with the City and Design Professional to discuss any of CMAR's findings and review its reports.
  4. The CMAR's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional.
- E. Notification of Variance or Deficiency: It is the CMAR's responsibility to assist the Design Professional in ascertaining that, in the CMAR's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CMAR 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 Design Professional and the City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for compliance with those laws, statutes, ordinances, building codes, rules and regulations.
- F. Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using value engineering principles, any alternate systems, approaches, or design changes that have the potential to reduce Project costs while still delivering a quality and functional product. Throughout this Contract and upon

the City's instruction the CMAR will provide value engineering at various stages throughout the Project. The Project Team, with approval by the City, will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CMAR will include the cost of the alternatives into the cost estimate and any GMP Proposals.

#### **1.4 COST ESTIMATES**

- A. The CMAR will provide a Schedule of Values acceptable to the City including a detailed cost estimate and written review of the documents within fourteen (14) days after the CMAR's receipt of the documents required for the preconstruction phase. The Design Professional and the CMAR will reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the City will make the final determination.
- B. If any estimate submitted to the City exceeds previously accepted estimates or the City's Project budget, the CMAR will make appropriate recommendations on methods and materials to the City and the Design Professional that he believes will bring the Project back into the Project budget. Major milestones on the Project include 30%, 60%, 90% submittals consistent with the City of Scottsdale's Design Standards and Policies Manual.
- C. In between these milestone estimates, the CMAR will periodically provide a tracking report, which identifies the upward or downward movements of costs due to value engineering or scope changes. It will be the responsibility of the CMAR to keep the City and the Design Professional informed as to the major trend changes in costs relative to the City's budget.
- D. If requested by the City, the CMAR will prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the City in the financing process.

#### **1.5 GUARANTEED MAXIMUM PRICE (GMP)**

- A. At the end of the preconstruction phase or at a time determined by the City with reasonable notice, the City will request the CMAR to provide a GMP, or series of GMP's if the CMAR determines phased construction would be in the City's best interest. The approved form of GMP(s) is stated in Exhibit C, attached and by reference made a part of this Contract.
  - 1. The CMAR guarantees to bring the completion of the construction of the Project within the GMP or the CMAR alone will be required to pay the difference between the actual cost and the GMP.
  - 2. Any savings realized during construction may be incorporated into the construction of the Project to fund additional scope items or will be returned to the City upon the City's request.

B. The GMP is composed of the following not-to-exceed cost reimbursable or lump sum amounts defined below:

1. The CMAR's Cost of the Work is a negotiated cost and is a not-to-exceed amount defined by the individual work items and their associated negotiated unit prices as a part of the hard construction work as defined in Article 8. It includes direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, materials testing, and warranty of the work together with self-performed work that the CMAR established in the Sub-Contractor Selection Plan. The Cost of Work does not include the CMAR's Construction Fee, taxes, bonds, or insurance costs.
2. The General Conditions Costs are a negotiated amount of project supervision and other indirect costs according to construction terms as defined in Article 8. These costs are not reflected in other GMP items. Costs may include, but are not limited to, the following: Project Manager, Superintendent, Full-time General Foremen, workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.) and administrative office personnel. Other costs may include: temporary office, building permit and licensing fees, fencing and other facilities, office supplies, office equipment, minor expenses, utilities, vehicles, fuel, sanitary facilities, and telephone services at the site.
3. The CMAR Construction Fee is a negotiated percentage or fixed fee that is proposed by the CMAR for the project as defined in Article 8. It is for additional services and management of the CMAR Project.
4. Taxes include all sales, use, consumer, and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

The successful CMAR must secure and maintain, during the life of the Contract, State of Arizona and City of Scottsdale Transaction Privilege (sales) Tax Licenses.

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

[http://www.revenue.state.az.us/ADOR\\_Forms/70-79/74-4002\\_fillable.pdf](http://www.revenue.state.az.us/ADOR_Forms/70-79/74-4002_fillable.pdf)

To obtain a City of Scottsdale Transaction (Sales) Tax License Application, please go to the following website:

<http://www.scottsdaleaz.gov/taxes/salestax.asp>

5. Bonds and Insurance are fixed percentages that will be applied to Cost of Work and General Conditions Costs as detailed in the GMP Proposal.

6. Indirect Costs include CMAR contractor management costs such as CMAR staff, office space, phones, copiers, faxes, etc. and general requirements such as sweeping, temporary fencing, permitting, licensing, and inspections. The General Conditions, Payment and Performance Bonds, Insurance, Taxes, Building Permit and Licensing Fees equal the CMAR Indirect Costs.
  7. The City's Project Contingency is defined in Article 8. It is to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes or unforeseen Site conditions. The City's Project Contingency will be added to the GMP amount provided by the CMAR, the sum of which will be the full contract price for construction. Markups for the Construction Fee and taxes will be applied by the CMAR at the time that the City's Project Contingency is used.
- C. The Total Cost of the Work (Direct Costs), plus the CMAR Indirect Costs, plus taxes, plus the City's Project Contingency equals the Total GMP.
  - D. The GMP is cumulative. The amount of any GMP amendment will be negotiated separately and will reflect the CMAR's risk from that point forward in the Project.

#### **1.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS**

- A. The CMAR will present the proposed GMP for the entire Work (or portions of the Work) in a format acceptable to the City as set forth in Exhibit C, attached, and by reference made a part of this Contract. The City may request a GMP Proposal for portion of the Project at any time with reasonable notice during the preconstruction phase. Any GMP Proposals submitted by the CMAR will be based on and be consistent with the current updated/revised cost estimate at the time of the request, the associated estimates for construction costs, and will include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- B. GMP Proposals for the entire Project will be the sum of the maximum Cost of the Work, and also include the CMAR's Construction Fee, General Conditions Costs, Taxes, Insurance, Bonds, CMAR Indirect Costs, and City's Project Contingency.
- C. The CMAR, in preparing any GMP Proposal, will obtain from the Design Professional, 6 sets of signed, sealed, and dated plans and specifications (including all addenda). The CMAR will prepare its GMP in accordance with the City's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. The CMAR will mark the face of each document of each set of plans and specifications upon which its proposed GMP is based. The CMAR will send one set of those documents to the City's Contract Administrator, keep one set, and return the third set to the Design Professional.
- D. The CMAR will include an updated/revised Project Schedule with any GMP Proposal(s) that reflects the Scope of Work shown in the current set of design

documents upon which the GMP Proposal(s) is based. Any Project Schedule updates/revisions will continue to comply with the requirements of Article 1.2.

- E. If the Construction Services Contract is negotiated as a not-to-exceed amount, all GMP savings resulting from a lower actual Project cost than anticipated by the CMAR will revert to the City.

## **1.7 GUARANTEED MAXIMUM PRICE (GMP) REVIEW AND APPROVAL**

- A. The CMAR will meet with the City and the Design Professional to review any GMP Proposal(s) and review the written statement of its basis. In the event the City or Design Professional discovers inconsistencies or inaccuracies in the information presented, the CMAR will make adjustments as necessary to the GMP Proposal, its basis, or both.
- B. Upon receipt of any GMP Proposal from the CMAR, the City may submit the same documents that were used by the CMAR in developing its GMP to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals. If the CMAR GMP Proposal is greater than that of the independent third party or Design Professional's estimate, the City may require the CMAR to reconfirm its GMP Proposal. The CMAR will accept the independent third party's or Design Professional's estimate for the Cost of Work as part of its GMP Proposal or present a report identifying, explaining and substantiating the differences within 7 days of the City's request.
- C. [Intentionally omitted.]
- D. If design changes are required during the review and negotiation of GMP Proposals, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. These revised Construction Documents will be furnished to the CMAR. The CMAR will promptly notify the Design Professional and the City in writing if any revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.
- E. The CMAR guarantees to complete the Project at a Cost that will not exceed the final approved GMP Proposal amount, and the CMAR assumes the responsibility for paying any difference between the actual Cost of the Work and that amount.
- F. The CMAR may then be requested to, or at its own discretion, may submit a revised GMP Proposal for consideration by the City. At that time the City may do one of the following:
  - 1. Accept the CMAR original or revised GMP Proposal, if within the City's budget, without comment.

2. Accept the CMAR original or revised GMP Proposal that exceeds the City's budget, and indicate in writing to the CMAR that the Project Budget has been increased to fund the differences.
3. Reject the CMAR's original or revised GMP Proposal in which event, the City may terminate this Contract and elect to not enter into a separate Contract with the CMAR for the construction phase associated with the Scope of Work reflected in the GMP Proposal.

## 1.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- A. The CMAR will select major Subcontractors and major Suppliers, subject to first obtaining the City's approval. This may occur before or after submission of a GMP Proposal. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors must not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of the CMAR. The CMAR is solely responsible for the performance of the selected Subcontractors/Suppliers.
  1. The CMAR will prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval or the CMAR may use the City's plan as described in Article 1.8(B) and (C). This Subcontractor selection plan will identify those Subcontractor trades anticipated to be selected by qualifications only as provided in Article 1.8(B) and those Subcontractor trades anticipated to be selected by qualifications and competitive bid as provided in Article 1.8(C). This plan will also identify those Subcontractors that will not be selected through a formalized qualifications-based selection process. The Subcontractor selection plan must be consistent with the selection requirements included in this Contract.
- B. Selection by qualifications only - The City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when the CMAR can demonstrate it is in the best interest of the Project.
  1. The CMAR will apply the approved Subcontractor selection plan approved by the City in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation. The selection plan will be the CMAR's own selection plan approved by the City or the City's selection plan as provided in this Article 1.8(B).
  2. The CMAR will negotiate costs for services/supplies from the subcontractors/suppliers under the approved qualifications only method.
  3. The CMAR may elect to comply with the following procedures in its selection of Subcontractor(s) or Suppliers(s) based on qualifications only:
    - a. The Request for Qualifications (RFQ) will contain the best description of the services or material desired; and

- b. A statement that only unpriced statements of qualifications will be considered; and
  - c. State the requirements for the project, such as drawings and descriptive literature; and
  - d. State the criteria for evaluating the qualifications; and
  - e. A closing date and time for receipt of a statement of qualifications and the location where the statements should be delivered or mailed; and
  - f. A statement that discussions may be held; and
  - g. A statement that only statements of qualifications determined to be acceptable will be considered for award.
4. The RFQ may be amended after the submission of the statements of qualifications. Any amendment will be distributed only to bidders who submitted statements of qualifications. Those bidders will be permitted to submit new unpriced statements of qualifications or to amend statements already submitted.
  5. Statements of Qualifications will not be opened publicly, but will be opened in the presence of the CMAR. The contents of unpriced statements of qualifications will not be disclosed to unauthorized persons.
  6. Statements of Qualifications will be evaluated solely in accordance with the criteria stated in the RFQ and will be determined to be either acceptable for further consideration or unacceptable. A determination that the statement is unacceptable will be in writing, state the basis of the determination and be retained by the CMAR. The CMAR will notify the bidder of the determination and the bidder will not be given an opportunity to amend its statement of qualifications further.
  7. The CMAR may conduct discussions with any bidder who submits an acceptable or potentially acceptable statement of qualifications. During discussions, the CMAR will not disclose any information derived from any other bidder's statement of qualifications.
  8. The CMAR will negotiate costs for services/supplies from the Subcontractor/ Supplier selected under this method. Without first giving written notice to the City, no change in the recommended Subcontractors/ Suppliers will be allowed.
- C. Selection by qualifications and competitive bid – The CMAR will apply the City's subcontractor selection plan stated above if previously approved by the City in the CMAR's evaluation of the qualifications of subcontractors/suppliers by

providing the City with its process to prequalify prospective subcontractors/suppliers. Selection may not be based on price alone. All Work for major Subcontractors and major Suppliers will then be competitively bid to the prequalified Subcontractors unless a Subcontractor or Supplier was selected in accordance with Article 1.8(B) above. The CMAR may elect to comply with the following procedures in step 2 of its competitive bid process.

1. The CMAR will develop Subcontractor and Supplier interest, submit the names of a minimum of 3 qualified Subcontractors or Suppliers for each trade in the Project and solicit bids for the various Work categories. If there are not 3 qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances, the CMAR may request approval by the City to submit less than 3 names. Without first giving written notice to the City, no change in the recommended Subcontractors/Suppliers will be allowed.
  2. If the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CMAR will nominate a substitute Subcontractor/Supplier that is acceptable to the City.
  3. The CMAR will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers. The CMAR will then review the price bids submitted by Subcontractors and Suppliers and make its' selection based on the responsive and responsible bidder with the lowest price.
  4. If the CMAR desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The CMAR's bid will be evaluated in accordance with the process identified in the Invitation for Bids. If events warrant and the City concurs that in order to insure compliance with the Project Schedule or cost, the CMAR may self-perform Work without bidding or re-bidding the Work. (For horizontal construction, as defined in A.R.S. § 34-101(15), the CMAR must self-perform not less than 45% of the Work as required by A.R.S. § 34-605(G) (2).)
- D. If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CMAR will nominate a substitute Subcontractor or Supplier, preferably if this option is still available, from those who submitted Subcontractor bids for the Work affected. Once the substitute Subcontractors and Suppliers are consented to by the City, the CMAR's proposed GMP for the Work or portion of the Work will be correspondingly adjusted to reflect any higher or lower costs from any substitution. Under no circumstances will the City's objection or comment on any Subcontractor or Supplier relieve the CMAR of its sole responsibility for control over the methods, means and processes by which the Work is accomplished.

## **1.9 APPROVED ALTERNATES**

14734007v1  
14663078v1

PROJECT NAME: AIRPORT TERMINAL AREA REDEVELOPMENT PROJECT  
PROJECT NO. AB59A

11565416v4 CMAR Des (Rev. April 2016)

- A. Plans and specifications may contain references to equipment or materials (patented or unpatented) or "approved alternate(s)." These references will be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials, or details of construction inherent to the Project design. These references will not be construed as limiting the selection to a specified item, source, or design detail. The use of an alternate or substitute item or source as an approved alternate will be permitted, subject to the provisions of this Article 1.9.
- B. The CMAR and the Contract Administrator will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Proposal. If rejected, the CMAR will give notice of rejection to the Bidder submitting the Proposal.
- C. The CMAR, if the Proposal is accepted, will issue a written addendum to the Invitation for Bid specifying the approved alternates and distribute the modification in the same manner as the original bidding documents.
- D. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" will be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item will be allowed only if approval was received as outlined in this Article.
- E. Construction Document references to equipment, materials, patented processes by manufacturer, trade name, make, or catalog number may be permitted, unless indicated that no substitutes or alternates may be permitted, subject to the following:
  - 1. The CMAR will certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.
  - 2. The submittal will state any required changes in the Construction Documents to adapt the design to the proposed substitution.
  - 3. The submittal will contain an itemized estimate of all costs and credits that will result directly or indirectly from the acceptance of the substitution including cost of design, license fees, royalties, and testing. The submittal will also include any adjustment in the Contract Time created by the substitution. Substitutions will only be considered if they do not extend Contract Time.

## ARTICLE 2 - PERIOD OF SERVICES

- 2.0** The CMAR will perform preconstruction and design phase services in this Contract in accordance with the terms and conditions of Article 1 and the most current update/revised Project Schedule. Failure on the part of the CMAR to adhere to the

Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the City.

- 2.1 If the date of performance of any obligation or the last day of any time period provided for falls on a Saturday, Sunday, or holiday for the City, then the obligation will be due and owing, and the time period will expire, on the first day next which is not a Saturday, Sunday or legal City holiday. Unless an exception is provided in this Contract, any performance required will be timely made if completed no later than 5:00 p.m. (Local time) on the day of performance.

**ARTICLE 3 - CONTRACT AMOUNT AND PAYMENTS**

**3.0 CONTRACT AMOUNT**

Based on the preconstruction phase services fee proposal submitted by the CMAR and accepted by the City (which by reference is made a part of this Contract); the City will pay the CMAR a fee not to exceed \$ 248,015.00 or option to provide hourly fee plus expenses as follows:

For the basic services described in Article 1, the CMAR will receive a fee not to exceed:	\$165,343.00
<u>Additional services and allowances:</u>	\$82,672.00
Total Contract Amount, not to exceed:	\$248,015.00

**3.1 PAYMENTS**

- A. Requests for monthly payments by the CMAR will be submitted to the Contract Administrator on the City's "Payment Request" form and will be accompanied by a progress report, detailed invoices, and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subcontractors' requests for payment, plus similar narratives and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum will be made in accordance with the percentage of Work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.
- B. The fees for the CMAR and any Subcontractors will be based upon the hourly rate schedule included as Exhibit B attached, and by reference made a part of this Contract.
- C. The CMAR agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Contract. Any delays or hindrances will be solely compensated for by an

extension of time for a reasonable period as may be mutually agreed between the parties. It is agreed, however, that permitting the CMAR to proceed to complete any services, in whole or in part, after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights.

- D. If any service(s) executed by the CMAR is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CMAR, the CMAR is to be paid for the services performed before the abandonment or suspension. If the City suspends the Work for 181 consecutive days or more, the suspension will be a Contract termination for convenience.

#### **ARTICLE 4 - CITY'S RESPONSIBILITIES**

**4.0** The City, at no cost to the CMAR, will furnish the following information:

- A. One copy of data the City determines is pertinent to the Work. However, the CMAR will be responsible for searching the records and requesting information it considers reasonably required for the Project.
- B. All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
- C. The name of the City employee or City's representative who will serve as the Contract Administrator during the term of this Contract is stated in Article 5.12(A). The Contract Administrator has the authority to administer this Contract and will monitor the CMAR's compliance with all terms and conditions stated in this Contract. All requests for information from or decisions by the City on any aspect of the Work or Deliverables will be directed to the Contract Administrator. The Contract Administrator will provide the CMAR with prompt notice if the Contract Administrator observes any failure on the part of the CMAR to fulfill its contractual obligations, including any default or defect in the Project or non-compliance with the drawings or specifications. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

**4.1** The City additionally will:

- A. Contract separately with one or more design professionals to provide Design Professional or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CMAR for its information. The CMAR will have no right to limit or restrict any changes of these services that are otherwise mutually acceptable to the City and the Design Professional.
- B. Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CMAR except for those copies whose cost has been reimbursed by the City.

- C. Provide the CMAR with adequate information in its possession or control regarding the City's requirements for the Project.
  - D. Give prompt written notice to the CMAR when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications.
  - E. Notify the CMAR of changes affecting the budget allocations.
- 4.2** The City's Contract Administrator will have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information the Contract Administrator considers appropriate to the CMAR.

## **ARTICLE 5 - CONTRACT CONDITIONS**

### **5.0 PROJECT DOCUMENTS AND COPYRIGHTS**

- A. City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original Mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared in the performance of this Contract (collectively referred to as Project Documents) are to be and remain the property of the City and are to be delivered to the Contract Administrator before the final payment is made to the CMAR; provided, however, CMAR is entitled to retain one record copy of all documents. But in the event these Project Documents are altered, modified or adapted without the written consent of the CMAR, which consent the CMAR will not unreasonably withhold, the City agrees to hold the CMAR harmless to the extent permitted by law, from the legal liability arising out of or resulting from the City's alteration, modification or adaptation of the Project Documents.
- B. CMAR to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship preexisting to this Contract or developed or created by the CMAR, its Subcontractors or personnel, during the course of performing this Contract or arising out of the Project will belong to the CMAR, its Subcontractors or personnel.
- C. License to City for Reasonable Use: The CMAR grants, and will require its Subcontractors to grant a license to the City and its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the making of derivative works, subject to the hold harmless provisions described above. In the event that the derivative works require the City to alter or modify the Project Documents, then Article 6.1(A) applies.

- D. Documents to Bear Seal: When applicable and required by state law, the CMAR and its Subcontractors will endorse, by an Arizona professional seal, all plans, works, and Deliverables prepared by them for this Contract, if any.

### 5.1 COMPLETENESS AND ACCURACY OF CMAR'S WORK

The CMAR will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and all other preconstruction phase Deliverables prepared or compiled in accordance with its obligations under this Contract and will at its sole expense correct its Work or Deliverables. The fact that the City has accepted or approved the CMAR's Work or Deliverables will in no way relieve the CMAR of any of its responsibilities under this Contract, nor does this requirement to correct the Work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City.

### 5.2 ALTERATION IN CHARACTER OF WORK

- A. In the event an alteration or modification in the character of the Work or Deliverable results in a substantial change in this Contract, materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the Work or Deliverable will be performed as directed by the City. But before any altered or modified Work begins, a Change Order or Amendment will be approved and executed by the City and the CMAR. This Change Order or Amendment will not be effective until approved by the City. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the Procurement Code.
- B. Additions to, modifications of, or deletions from the Project provided in this Contract may be made, and the compensation to be paid to the CMAR may accordingly be adjusted by mutual agreement of the contracting parties.
- C. No claim for extra Work done or materials furnished by the CMAR will be allowed by the City except as provided in this Contract, nor will the CMAR do any Work or furnish any material(s) not covered by this Contract unless the Work or material is first authorized in writing. Work or material(s) furnished by the CMAR without first obtaining written authorization will be at the CMAR's sole responsibility, cost, and expense, and the CMAR agrees that without first obtaining written authorization, no claim for compensation for the Work or materials furnished will be made.

### 5.3 DATA CONFIDENTIALITY

- A. As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CMAR or others in the performance of this Contract.

- B. The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR in connection with the CMAR's performance of this Contract are confidential and proprietary information belonging to the City.
- C. Except for Subcontractors, Material and Equipment Suppliers, consultants and other like parties necessary to complete the Work or as required by the City, the CMAR will not divulge data to any third party without first obtaining the written consent of the City. The CMAR will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data:
  - 1. Data which is or becomes publicly available other than as a result of a violation of this Contract.
  - 2. Data which was in the CMAR's possession legally and without restriction before its performance under this Contract;
  - 3. Data which was acquired by the CMAR in its performance under this Contract and which was disclosed to the CMAR by a third party, who to the best of the CMAR's knowledge and belief, had the legal right to make the disclosure and the CMAR is not otherwise required to hold the data in confidence; or
  - 4. Data which is required to be disclosed by the CMAR by virtue of law, regulation, or court.
- D. In the event the CMAR is required or requested to disclose data to a third party, or any other information to which the CMAR became privy as a result of any other Contract with the City, the CMAR will first notify the City, as provided in this Article, of the request or demand for the data. The CMAR will timely give the City sufficient facts, so that the City can have a meaningful opportunity to either give its consent or take any action that the City may consider appropriate to protect the data or other information from disclosure.
- E. The CMAR, unless prohibited by law, will promptly deliver, as stated in this Article, a copy of all data in its possession and control to the City within ten (10) calendar days after completion of services. All data will continue to be subject to the confidentiality provisions of this Contract.
- F. The CMAR assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Article are violated by the CMAR, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Article will be considered to cause irreparable harm that justifies injunctive relief in court.

#### **5.4 PROJECT STAFFING**

14734007v1  
14663078v1

PROJECT NAME: AIRPORT TERMINAL AREA REDEVELOPMENT PROJECT  
PROJECT NO. AB59A

11565416v4 CMAR Des (Rev. April 2016)

- A. Before the start of any Work or Deliverable under this Contract, the CMAR will submit to the City an organization chart for the CMAR staff and Subcontractors and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or any revisions), who will be involved in performing the services described in this Contract. Unless otherwise informed, the City acknowledges its acceptance of personnel to perform these services under this Contract. Except in cases of the termination, death, or disability of key personnel, if the CMAR desires to change any key personnel from performing the services under this Contract, the CMAR will first submit the qualifications of the proposed substituted personnel to the City for approval. Key personnel will include, but are not limited to, principal-in-charge, contract administrator, superintendent, project director, or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning. The City will approve all key personnel, and approval shall not be unreasonably withheld.
- B. The CMAR will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the CMAR's staff, the CMAR will take prompt corrective action acceptable to the City and, if required, remove the personnel from the Project and replace or add with new personnel acceptable to the City.

## 5.5 INDEPENDENT CONTRACTOR

The CMAR is and will be an independent contractor and not an employee or agent of the City and whatever measure of control the City exercises over the Work or Deliverable will be as to the results of the Work only. No provision in this Contract will give or be construed to give the City the right to direct the CMAR as to the details of accomplishing the Work or Deliverable. CMAR's performance of the Work of this Contract will be in accordance with all applicable laws and ordinances.

## 5.6 TERMINATION AND CANCELLATION

1. The City has the right to terminate or cancel this Contract or abandon any portion of the Project for which services have not been performed by the CMAR.
2. Termination for Convenience: The City reserves the right to terminate this Contract or any part of it for its sole convenience with 30 days written notice. In the event of termination, the CMAR will immediately stop all Work, and will immediately cause any of its Suppliers and Subcontractors to cease Work. Upon termination, the CMAR will deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, and other Work and Deliverables entirely or partially completed, together with all unused materials supplied by the City. The CMAR will appraise the Work completed and submit an appraisal to the City for evaluation. The City will have the right to inspect the CMAR's Work or Deliverables to appraise the Work completed. As

compensation in full for services performed to the date of the termination, the CMAR will receive its fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the CMAR and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the CMAR's compensation will be based upon this determination. The City will make this final payment within 60 days after the CMAR has delivered the last of the partially completed items. The CMAR will not be paid for any Work done after receipt of the notice of termination, nor for any costs incurred by the CMAR's Suppliers or Subcontractors, which the CMAR could reasonably have avoided.

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

In the event the CMAR is in violation of any applicable Federal, State, County or City law, regulation or ordinance, the City may cancel this Contract immediately upon giving notice and an opportunity to cure to the CMAR.

In the event the City cancels this Contract or any part of the services contracted for, the City will notify the CMAR in writing, and immediately upon receiving this notice, the CMAR will discontinue advancing the Work under this Contract and proceed to close all operations, and the expenditure, if any, of costs resulting from the abandonment or cancellation. Upon termination or cancellation or abandonment and with the exception of one record copy the CMAR may retain, the CMAR will deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be at the City's sole responsibility. If through any cause, the CMAR fails to fulfill in a timely and proper manner its obligations under this Contract, or if the CMAR violates any of the covenants, Contracts, or stipulations of this Contract, the City may withhold any payments to the CMAR for the purpose of setoff until the exact amount of damages due the City from the CMAR is determined by the parties or by a court of competent jurisdiction.

3. The City and the CMAR agree to the full performance of the covenants contained in this Contract, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this

Contract, or abandon any portion of the Project for which services have been performed by the CMAR.

4. The CMAR, upon termination, cancellation, or abandonment, will promptly deliver to the City all reports, estimates and other Work or Deliverables entirely or partially completed, together with all unused materials supplied by the City.
5. The CMAR will appraise the Work completed and submit an appraisal to the City for evaluation. The City will have the right to inspect the CMAR's Work or Deliverables to appraise the Work completed.
6. The CMAR will receive compensation in full for services satisfactorily performed to the date of termination or cancellation. The fee will be paid in accordance with Article 3.1 of this Contract, and will be an amount mutually agreed upon by the CMAR and the City. If there is no mutual agreement, the final determination will be made in accordance with Article 5.8, "Disputes". However, in no event will the fee exceed that stated in Article 3 or as amended in accordance with Article 5.2, "Alteration in Character of Work". The City will make the final payment within 60 Days after the CMAR has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.
7. If the City improperly cancels this Contract for cause, the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of Article 5.6 (B).

#### **5.7 FUNDS APPROPRIATION**

If the City Council does not appropriate funds to continue this Contract and pay for Contract charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the CMAR at least 30 days before the end of its current fiscal period and will pay the CMAR for all approved charges incurred through the end of the period.

#### **5.8 DISPUTES**

In any unresolved dispute arising out of an interpretation of this Contract or the duties required under this Contract, the final determination at the administrative level will be made by the Contract Administrator.

#### **5.9 WITHHOLDING PAYMENT**

The City, in compliance with Title 34 of the Arizona Revised Statutes, reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims the City may have against the CMAR, until such time as a settlement on those claims has been reached.

#### **5.10 RECORDS/AUDIT**

- A. Records of the CMAR's direct personnel payroll, reimbursable expenses related to this Project and records of accounts between the City and the CMAR will be kept on a generally recognized accounting basis. The City, its authorized representative, or the appropriate federal agency, reserve the right to audit the CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Contract and any Change Orders. The City reserves the right to decrease the Contract Amount or payments made on this Contract if, upon audit of the CMAR's records, the audit discloses the CMAR has provided false, misleading, or inaccurate cost and pricing data. If an audit in accordance with this Article, discloses overcharges, of any nature, by the CMAR to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the CMAR. Any adjustments or payments which must be made as a result of any audit or inspection of the CMAR's invoices or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to the CMAR.
- B. The CMAR will include a provision similar to this Article 5.11 in all of its Contracts with Subconsultants, Subcontractors, and Suppliers providing services under this Contract to ensure the City, its authorized representative, or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease the Contract Amount or payments made on this Contract if the above provision is not included in Subconsultant, Subcontractor, and Supplier contracts and one or more of those parties do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.
- C. This audit provision includes the right to inspect personnel records as required by Article 7.

## 5.11 INDEMNIFICATION

To the fullest extent permitted by law, the CMAR, its successors, assigns and guarantors, will, upon the assertion of a claim, defend, indemnify, and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, investigation and litigation, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, related to, arising from or out of, or resulting from any negligence, recklessness, or intentional wrongful conduct to the extent caused by the CMAR or any of its owners, officers, directors, agents, employees performing work or services under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages by any of the CMAR employees. This indemnity includes any claim or amount arising out of, or recovered under, the Worker's Compensation Law or arising out of the failure of the CMAR to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or

omissions of the City, be indemnified by the CMAR from and against any and all claims. It is agreed that the CMAR will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the CMAR agrees to waive all rights of subrogation against the City, its officers, agents, and employees for losses arising from the work performed by the DMB for the City.

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

**5.12 NOTICES**

- A. Unless otherwise provided in this Contract, demands under this Contract will be in writing and will be considered to have been properly given and received either (1) on the date of service if personally served on the party to whom notice is to be given, or (2) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Scottsdale Attn: Dave Lipinski Capital Project Management Division 7447 E. Indian School Road, Suite 205 Scottsdale, Arizona 85251
To CMAR:	J.E. Dunn Construction Company Attn: Mike Hunter 2000 W University Drive Tempe, AZ 85281
To Design Professional:	Mead & Hunt Attn: Jon Faucher 8777 E. Via de Ventura, Suite 398 Scottsdale, AZ 85258
Copy to:	Chris Read, Contract Administrator Airport Terminal 2 <sup>nd</sup> Floor 15000 North Airport Drive Scottsdale, Arizona 85260

Notice by facsimile or electronic (e-mail) will not be considered adequate notice as required in this Contract.

**5.13 INTELLECTUAL PROPERTY**

- 1. The CMAR will pay all royalties and license fees associated with its performance of services under this Contract.

2. The CMAR will defend any action or proceeding brought against the City based on any claim that the Work, or any part of it, or the operation or use of the Work or any part of it, constitutes infringement of any United States patent or copyright, issued now or at some later date. The City will give prompt written notice to the CMAR of any action or proceeding and will reasonably provide authority, information and assistance in the defense of the action. The CMAR will defend, indemnify and hold harmless the City from and against all damages, expenses, losses, royalties, profits and costs, including but not limited to attorneys' fees and expenses awarded against the City or the CMAR in any action or proceeding. The CMAR agrees to keep the City informed of all developments in the defense of the actions. The City may be represented by, and actively participate through its own counsel in any suit or proceedings if it so desires.
3. If the City is enjoined from the operation or use of the Work, or any part of the Work, as the result of any patent or copyright suit, claim, or proceeding, the CMAR will at its sole expense take reasonable steps to procure the right to operate or use the Work. If the CMAR cannot procure this right within a reasonable time, the CMAR will promptly, at the CMAR's option and at the CMAR's expense, (a) modify the Work so as to avoid infringement of any patent or copyright or (b) replace the Work with Work that does not infringe or violate any patent or copyright.
4. Articles 5.13 (2) and 5.13 (3) above will not be applicable to the extent any suit, claim or proceeding based on infringement or violation of a patent or copyright (a) relating solely to a particular process or product of a particular manufacturer specified by the City and not offered or recommended by the CMAR to the City or (b) arising from modifications to the Work by the City or its agents after acceptance of the Work or (c) relating to the copyrights of any specification, drawings, or any Design Documents provided by the City, the Design Professional, any consultant retained by the City, or by a Subcontractor or Supplier.
5. The obligations stated in this Article 5.13 will constitute the sole Contract between the parties relating to liability for infringement or violation of any patent or copyright.

#### **5.14 CONFLICT OF INTEREST**

- A. To evaluate and avoid potential conflicts of interest, the CMAR will provide written notice to the City, as stated in this Article, of any Work or services performed by the CMAR for third parties that may involve or be associated with any real property or personal property owned or leased by the City. This notice will be given 7 business days before the start of the Project by the CMAR for a third party or 7 business days before an adverse action as defined below. Written notice and disclosure will be sent to the Contract Administrator identified in Article 5.14(A).

- B. Actions that are considered to be adverse to the City under this Contract include but are not limited to:
  - 1. Using data as defined in this Contract acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
  - 2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and
  - 3. Using data to produce income for the CMAR or its employees independently of performing the services under this Contract, without first obtaining the written consent of the City.
- C. The CMAR represents that except for those persons, entities and projects identified to the City, the services to be performed by the CMAR under this Contract are not expected to create an interest with any person, entity or third party project that is or may be adverse to the interests of the City.
- D. The CMAR's failure to provide a written notice and disclosure of the information as stated in this Article on Conflicts of Interest will constitute a material breach of this Contract.

#### **5.15 CONTRACTOR'S LICENSE**

Before any award of this Contract, the CMAR must provide to the City's Capital Project Management Office, its Contractor's License Classification and number and its Federal Tax I.D. number and Federal W-9 Form.

#### **5.16 SUCCESSORS AND ASSIGNS**

This Contract will extend to and be binding upon the CMAR, its successors and assigns, including any individual, company, partnership, or other entity with or into which the CMAR will merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the CMAR will sell its assets. No right covered by this Contract will be assigned in whole or in part without first obtaining the written consent of the City. In no event will any contractual relationship be created or be construed to be created as between any third party and the City.

#### **5.17 FORCE MAJEURE**

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, labor disputes not arising out of the actions of the CMAR, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

**5.18 TAXES AND INDEMNIFICATION**

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

**5.19 NON-WAIVER PROVISION**

The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions of this Contract will not be construed to be a waiver of these provisions, nor will it affect the validity of this Contract or any part of it, or the right of either party to enforce each and every provision.

**5.20 JURISDICTION**

This Contract will be considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions. An action to enforce any provision of this Contract or to obtain any remedy will be brought in the Superior Court, Maricopa County, Arizona. Such action must be filed, tried and remain in this Court for any and all proceedings. For this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of that Court, and the CMAR hereby waives the right to have such action removed to Federal District Court.

**5.21 SURVIVAL**

All warranties, representations and indemnifications by the CMAR will survive the completion or termination of this Contract.

**5.22 MODIFICATION**

Any amendment, modification, or variation from the terms of this Contract will be in writing and will be effective only after approval of all parties signing the original Contract.

**5.23 SEVERABILITY**

If any term or provision of this Contract is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted. In accordance

with the provisions of ARS § 41-194.01, should the Attorney General give notice to the City that any provisions of this Contract violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Contract and the City and the CMAR shall, within 10 days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s).

**5.24 INTEGRATION**

This Contract constitutes the entire understanding of the parties and no representations or Contracts, oral or written, made before its execution will vary or modify its terms.

**5.25 TIME IS OF THE ESSENCE**

Time of each of the terms, covenants, and conditions of this Contract is expressly made of the essence.

**5.26 THIRD PARTY BENEFICIARY**

All duties and responsibilities undertaken in compliance with this Contract are for the sole and exclusive benefit of the City and the CMAR and not for the benefit of any other party.

**5.27 COOPERATION AND FURTHER DOCUMENTATION**

The CMAR agrees to provide the City any other properly executed documents as may be reasonably requested by the City to implement the intent of this Contract.

**5.28 CONFLICT IN LANGUAGE**

The performance of all Work or Deliverables will conform to all applicable City of Scottsdale codes, ordinances and requirements as outlined in this Contract and consistent with the Scope of Work described herein. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

**5.29 ATTORNEY'S FEES**

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach 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.

**5.30 HEADINGS**

The headings used in this Contract, or any other Contract Documents, are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

### **5.31 CITY'S RIGHT OF CANCELLATION**

All parties to this Contract acknowledge that this Contract is subject to cancellation by the City of Scottsdale as provided by the provisions of Section 38-511, Arizona Revised Statutes.

### **5.32 COOPERATIVE USE OF CONTRACT**

In addition to the City of Scottsdale, this Contract may be extended for use by other municipalities, government agencies, and governing bodies, including the Arizona Board of Regents, and political subdivisions of this State. Any such usage by other entities must be in accord with the ordinances, charter, and/or rules and regulations of the respective entity and the approval of the CMAR.

## **ARTICLE 6 - INSURANCE**

### **6.0 INSURANCE REQUIREMENTS**

- A. Concurrently with the execution of this Contract, the CMAR must furnish the City a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona, or one that is named on the List of Qualified Unauthorized Insurers maintained by the Arizona Department of Insurance.
- B. The CMAR, Subcontractors and Subconsultants must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the Work by the CMAR, his agents, representatives, employees, or Subcontractors.
- C. The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The City in no way warrants that the minimum limits contained in this Contract are sufficient to protect the CMAR from liabilities that might arise out of the performance of the services contracted for under this Contract by the CMAR, his agents, representatives, employees, Subcontractors or Subconsultants and the CMAR is free to purchase any additional insurance as may be determined necessary. The City will not pay for higher limits, but if the CMAR pays for insurance with higher limits, the CMAR will name the City as an additional insured on any of this insurance.
- E. Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted

throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all “claims made” policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the “claims made” coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

- F. Self-Insured Retentions. Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

**6.1 MINIMUM SCOPE AND LIMITS OF INSURANCE**

The CMAR must provide coverage at least as broad and with limits of liability not less than those stated below.

A. Commercial General Liability-Occurrence Form

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expense (Any one person)	Optional

B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident For Bodily Injury and Property Damage	\$1,000,000
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C. Workers' Compensation and Employers Liability

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

D. Coverage Terms and Required Endorsements

- 1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City of Scottsdale, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or

on behalf of, the CMAR including Products and Completed operations of the CMAR; and automobiles owned, leased, hired, or borrowed by the CMAR.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CMAR even if those limits of liability are in excess of those required by this Contract.
3. The CMAR's insurance coverage including any excess insurance policies must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of the coverage provided by the CMAR and must not contribute to it.
4. The CMAR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage provided by the CMAR must not be limited to the liability assumed under the indemnification provisions of this Contract.
6. The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CMAR for the City.
7. The CMAR, its successors or assigns, is required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. The CMAR must submit Certificates of Insurance evidencing the Commercial General Liability insurance during this 3 year period containing all the insurance requirements stated in this Contract including naming the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
8. Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by the CMAR for the City.
9. If the CMAR receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be CMAR's responsibility to provide prompt notice to the contract administrator of same to the City, unless such coverage is immediately replaced with similar policies.

## 6.2 OTHER INSURANCE REQUIREMENTS

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

- B. Contractors Professional Limits of Liability: The CMAR must carry limits of \$1,000,000 each Project and \$2,000,000 in the Aggregate under a stand-alone policy or included by endorsement under the Commercial General Liability policy. The CMAR, its successors and or assigns, is required to maintain this Professional Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. Certificates of Insurance citing that applicable coverage is in force and contains the provisions required by this Contract must be submitted for the 3-year period.
1. The CMAR's insurance coverage including any excess insurance must be primary insurance over any self-insurance maintained by the City. It is also agreed that any insurance or self-insurance coverage of the City is secondary to CMAR's coverage and will not contribute to it.
  2. The City of Scottsdale, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CMAR.

### 6.3 NOTICE OF CANCELLATION

If the CMAR receives notice that any of the required policies of insurance are materially reduced with respect to the minimum limits required under this Contract. It will be CMAR's responsibility to provide prompt notice to the contract administrator of same to the City, unless such coverage is immediately replaced with similar policies. Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled by either party, except after first giving 30 days written notice, by certified mail, return receipt requested to:

Chris Read, Contract Administrator  
Airport Terminal 2<sup>nd</sup> Floor  
15000 North Airport Drive  
Scottsdale, Arizona 85260

### 6.4 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers properly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than B++6. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the CMAR from potential insurer insolvency.

### 6.5 VERIFICATION OF COVERAGE

- A. The CMAR must furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverages must be clearly noted on the Certificate of Insurance.

- B. All certificates and endorsements are to be received and approved by the City before Work commences except for Builder's Risk Insurance. Each insurance policy required by this Contract must be in effect on or before the earlier of the start of Work under the Contract Documents or the signing of this Contract except for Builder's Risk Insurance which must be in effect before the start of Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- C. All Certificates of Insurance required by this Contract must be sent directly to the City of Scottsdale, Capital Project Management. The Project number and Project description must be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

## 6.6 APPROVAL

Any modification or variation from the insurance requirements in this Contract must be approved by the City of Scottsdale Risk Management Office, whose decision will be final. Any modification or variation will not require a formal contract amendment, but may be made by administrative action.

## 6.7 EFFECTIVE DATE

This Contract will be in full force and effect only when it has been approved and executed by the properly authorized City officials.

# ARTICLE 7 - FEDERAL AND STATE LAW

## 7.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

The CMAR understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CMAR agrees that the performance of its Work will be in accord with these laws and to permit the City to verify compliance. The CMAR will also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees". The CMAR will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

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

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

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

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

The City will not consider the CMAR or any of its subcontractors in material breach of this Contract if the CMAR and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the CMAR enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The CMAR will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The CMAR's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

## **7.1 EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract the CMAR will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex, or national origin. The CMAR will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight. The CMAR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CMAR agrees to post in conspicuous places, available to employees and applicants for employment,

The CMAR will, in all solicitations or advertisements for employees placed by or on behalf of the CMAR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

## **7.2 NO PREFERENTIAL TREATMENT OR DISCRIMINATION**

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In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity, or national origin.

### 7.3 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

CMAR acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. CMAR shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation; provided, however, that CMAR shall not be responsible for violations that occur based on the drawings, specifications, or other Design Documents provided by the City, the City's consultants, or the Design Professional. CMAR agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of CMAR, its employees, agents, or assigns will constitute a material breach of this Contract.

## ARTICLE 8 - TERMS AND DEFINITIONS

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

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

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

Change Order - A written order signed by an authorized representative of the City and CMAR and which approves changes in the total compensation or time or both allowed for completion of services consistent with S.R.C. Sec. 2-200.

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

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

(a) There is a separate contract for design services with one or more Design Professional and a separate contract for construction services, except that instead of a single contract for construction services, the City may elect separate contracts for preconstruction services during the preconstruction phase, for construction during the construction phase and for any other construction services.

(b) The contract for preconstruction services may be entered into at the same time as the contract for design services with the Design Professional or at a later time.

(c) Design and construction of the project may be either:

- (i) Sequential with the entire design complete before construction commences.
  - (ii) Concurrent with the design produced in two or more phases and construction of some phases commencing before the entire design is complete.
- (d) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

Contingency, Project - means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from the City's direct changes or unforeseen site conditions. The amount of the City's Contingency may be set solely by the City and will be in addition to the project costs included in the CMAR's GMP package. The Project Contingency is an amount to cover changes initiated by the City, which may be incorporated into the GMP as an allowance at the City's discretion.

Contract ("Contract") - This written document signed by the City and the CMAR covering the preconstruction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

Contract Administrator – means the person designated in Article 5.12.

Construction Documents - The plans, specifications, and drawings prepared by the Design Professional after correcting for permit review requirements and incorporating addenda and approved change orders, and the Preconstruction Contract and the CMAR Construction Contract and the CMAR Construction Contract.

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

Contract Amount - The final approved not-to-exceed budget for this Contract as identified in Article 3.1.

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

Contract Time(s) - The number of days or the dates related to the contract time for the Preconstruction Phase Services Contract.

Cost of the Work - The direct costs necessarily incurred by the CMAR in the proper performance of the Work. The Cost of the Work must include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, whether provided by CMAR or a third party, temporary facilities, materials testing, and warranty work together with self-performed work that the CMAR established in the Sub-Contractor Selection Plan. The Cost of the Work will not include the CMAR's construction fee, taxes, bonds, or insurance costs.

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Day - Calendar day(s) unless otherwise specifically noted in the Contract Documents.

Deliverables - The work products prepared by the CMAR in performing the Scope of Work described in Exhibit A of this Contract. Major Deliverables to be prepared and provided by the CMAR during the preconstruction phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor Contracts, Subcontractor bid packages, Supplier Contracts, and others as indicated in this Contract or required by the Project Team.

Design Team - refers to licensed design professionals that have been selected to work on the Project by the City. The Design Team has a services contract to furnish the design and may or may not provide professional inspections for the Project. The Design Team is led by Mead & Hunt, Inc. a Wisconsin Corporation.

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

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

General Conditions Costs - The negotiated amount of project supervision and other indirect costs according to construction terms. These costs are not reflected in other GMP items. Costs may include, but are not limited to, the following: Project Manager, Superintendent, Full-time General Foremen, workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.) and administrative office personnel. Other costs may include: temporary office, fencing and other facilities, office supplies, office equipment, minor expenses, utilities, vehicles, fuel, sanitary facilities, and telephone services at the site.

GMP Plans and Specifications - The plans and specifications provided in accordance with Article 1.6(C) upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price or “GMP” means the sum of the maximum price of the Work as given in the GMP proposal; the CMAR’s Direct Costs including the Subcontractor Costs of Work and the CMAR’s Cost of Work, the CMAR Indirect Costs including the CMAR’s Construction Fee; General Conditions, Taxes, Payment and Performance Bonds, Insurance Costs, Permit and Licensing Fees, and Sales Tax, and City’s Project Contingency as more fully described in Article 1.5 of this Contract.

Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the CMAR submitted on the prescribed form stating the GMP prices for the entire Work (which includes Construction, General Conditions, Taxes, Bonds, Insurance, Sales Tax, and Permit Fees) or portions of the

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Work to be performed during the construction phase. The GMP Proposal(s) are to be developed in compliance with Article 1.6 of this Contract.

Hazardous substance means:

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

Indirect Costs - include CMAR contractor management costs such as CMAR staff, office space, phones, copiers, faxes, etc., and general requirements such as sweeping, temporary fencing, and permitting, licensing, and inspections. The General Conditions, Payment and Performance Bonds, Insurance, Taxes, and Permitting and Licensing Fees equal the CMAR Indirect Costs.

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

Notice to Proceed - A written notice given by the City to the CMAR fixing the date on which the CMAR will start to perform the CMAR's obligations under the Construction Services Contract.

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

Preconstruction Services - means advice given during the preconstruction phase. Preconstruction Services will be contracted for between the City and the CMAR, as required by A.R.S. § 34-603(E). Services may include the following: design review, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, GMP preparation, and subcontractor bid phase services.

Project - The scope of work as described in the Recital above and Exhibit "A" attached.

Project Team - Preconstruction phase services team consisting of the Design Professional, the CMAR, the Contract Administrator, the City's representatives and other stakeholders who are responsible for making decisions regarding the Project.

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

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

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

Site - means the land or premises on which the Project is located generally described as the approximately 6 acres and located at 15000 N. Airport Drive, City of Scottsdale, Arizona. The CMAR will include in its contract with subcontractors the street or physical address of the construction site.

Specifications - The section(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain applicable administrative details.

Subcontractor - means any person or entity retained by the CMAR as an independent contractor to perform a portion of the Work and must include material, men, and suppliers. All subcontractors must be selected in accordance with the selection plan stated in Article 1.8.

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

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

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

Work - The entire completed construction or the various separately identifiable parts of the construction, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources

and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

(SIGNATURES ON NEXT PAGE)

The City of Scottsdale by its Mayor and City Clerk have subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2016.

CONSTRUCTION MANAGER AT RISK:  
J.E. DUNN CONSTRUCTION COMPANY, a  
Missouri corporation

\_\_\_\_\_  
, President

CITY OF SCOTTSDALE,  
an Arizona municipal corporation

ATTEST:

\_\_\_\_\_  
W.J. "Jim" Lane, Mayor

\_\_\_\_\_  
Carolyn Jagger, City Clerk

\_\_\_\_\_  
Daniel J. Worth, Public Works Director

\_\_\_\_\_  
Katherine Callaway  
Risk Management Director

RECOMMENDED:

\_\_\_\_\_  
Chris Read, Contract Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
Bruce Washburn, City Attorney  
By: Clifford J. Frey  
Senior Assistant City Attorney

**EXHIBIT A  
SCOPE OF WORK**

**The following is a brief and general description of the Project for which the design phase services are to be performed:**

The Scottsdale Airport Terminal Area Redevelopment will involve demolishing two existing buildings and all associated structures at the site. Also, it will include the construction of two large aircraft hangars, a fuel farm, a new Aviation Business Center building and parking lot. This project will be constructed on a 6.1 acre parcel located at the intersection of Butherus Road and Airport Drive.

The Construction Manager at Risk will initially provide agency support for design phase services and may continue with a construction contract to construction all areas of the project. At some point during the design phase, the CMAR will submit a complete proposal to assume the risk of delivering the project through a guarantee maximum price contract.

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PROJECT NAME: AIRPORT TERMINAL AREA REDEVELOPMENT PROJECT

PROJECT NO: AB59A

11565416v4 CMAR Des (Rev. April 2016)

**EXHIBIT B  
HOURLY RATE SCHEDULE**

The schedule of hourly labor rates for employees of the CMAR and its Subconsultants follow and are based on the approved proposal submitted to the City on the 8th day of July, 2016.

**Title/Name** **Total Rate (\$/Hr)**

**Scottsdale Airport Terminal Area Redevelopment**  
Scottsdale, Arizona  
July 7, 2016



**Personnel Rates**

<b>Field Supervision &amp; Engineers</b>	Hourly Rates
General Superintendent	\$145
Senior Superintendent	\$118
Superintendent 3	\$104
Superintendent 2	\$90
Superintendent 1	\$76
Foreman	\$41
Project Engineer	\$70
<hr/>	
<b>Project Management / Estimating</b>	Hourly Rates
Operations Manager / GM 2	\$170
Project Executive /PreCon Manager GM 1	\$156
Senior Project Manager	\$121
Project Manager	\$95
Senior Estimator	\$132
Estimator	\$95
<hr/>	
<b>Operations Personnel</b>	Hourly Rates
Scheduler	\$89
BIM / Software Support	\$79
Engineering Services - MEP	\$103
Commissioning Services	\$145
Safety	\$81
Quality Assurance	\$88
Lean Specialist	\$82
<hr/>	
<b>Administrative Personnel</b>	Hourly Rates
Administrative Assistant	\$60
Project Coordinator	\$51

The hourly Personnel Rates above are current as of 4/22/2015. These rates are adjusted annually, in or about May of each year. The annual adjustment will not increase a classification rate by more than 4% of the previous year's rate.

The hourly Personnel Rates above do not include cost for Contractor's travel and living allowance policy for personnel that are engaged in Contract Workaway from their home office location.

**Note: Any changes in Project Staffing will require City of Scottsdale approval.**

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PROJECT NAME: AIRPORT TERMINAL AREA REDEVELOPMENT PROJECT  
PROJECT NO: AB59A

**EXHIBIT C  
SUBMITTAL REQUIREMENTS FOR THE GMP**

**GMP submittal, one copy for review.**

Two (2) copies will be requested by the Capital Project Management prior to contract execution.

Exhibit Contents:

1. Scope of Work
  2. Summary of the GMP
  3. Schedule of Values – summary spreadsheet and backup documents
  4. List of Plans and Specifications used for GMP Proposal
  5. List of clarification and assumptions
  6. Subcontractor Bids on Subcontractor Letterhead
  7. Project Schedule
- A. Scope of Work will consist of a brief description of the work to be performed by CMAR and major points that the CMAR and the City must be aware of pertaining to the scope. (normally one paragraph is sufficient.)
- B. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:
- B1. The General Conditions are costs incurred by the CMAR during the construction phase. The negotiated amount of project supervision and other indirect costs according to construction terms. These costs are not reflected in other GMP items. Costs may include, but are not limited to, the following: Project Manager, Superintendent, Full-time General Foremen, workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.) and administrative office personnel. Other costs may include: temporary office, building permit and licensing fees, fencing and other facilities, office supplies, office equipment, minor expenses, utilities, vehicles, fuel, sanitary facilities, and telephone services at the site.
- C. Schedule of Values - spread sheet with the estimated bid or cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CMAR's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable.

**Exhibit C**

<b>GMP Summary – DIRECT COSTS</b>		<b>AMOUNT</b>
A	Sub-Contractors Cost of Work (Labor, Materials, Equipment, Warranty)	\$
B	CMAR Cost of Work (Labor, Materials, Equipment, Warranty, Profit)	\$
<b>C</b>	<b>Subtotal Cost of Work (A+B)</b>	<b>\$</b>
<b>INDIRECT COSTS</b>		<b>RATE</b>
D	General Conditions (% of C)	% \$
E	CMAR Construction Fee (% of C)	%
F	Payment and Performance Bond (% of C+D)	% \$
G	Insurance (% of C+D)	% \$
H	Subtotal Indirect Costs	\$
I	Direct + Indirect Cost (C+H)=I	\$
J	Sales Tax (Rate% of I)	5.17% \$
<b>K</b>	<b>PROJECT CONTINGENCY</b>	<b>\$</b>
<b>L</b>	<b>TOTAL GMP (I+J+K)=L</b>	<b>\$</b>

- D. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by CMAR, Design Consultant, and Project Manager using the format below.

<b>Plans Used for Preparation of GMP No.</b>	
<a href="#">CMAR</a>	Date
Design Consultant	Date
Project Manager	Date

**Exhibit C**

- E. A list of the clarifications and assumptions made by the CMAR in the preparation of the GMP proposal, to supplement the information contained in the documents.
- F. A Critical Path Method diagram construction schedule.

NOTE: The submittal package must be kept as simple as possible all on 8½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

**Final GMP submittal will consist of the following:**

- 1. Two (2) Copies of the GMP (perforated as requested by Bids & Specifications) Velo or 3-hole punched.
- 2. One copy of the plans and technical specifications used to arrive at the GMP (signed by Design Consultant, CMAR and Project Manager).



## COMMISSION ACTION REPORT

Discussion and possible action to recommend to the Planning Commission and City Council for Case 19-ZN-2002#4 (Scottsdale Marketplace)

**Agenda Item No.:** 3

**Meeting Date:** 7/20/16

**Staff Contact:** Greg Bloemberg  
Senior Planner

**Phone:** (480) 312-4306

### ACTION

Discussion and Possible Action to recommend approval to the Planning Commission and City Council of the following:

- Zoning District Map Amendment, including a Development Plan and amendments to the amended Planned Regional Center (PRC) development standards, approved as part of the Crossroads East Planned Community (P-C) District zoning case (19-ZN-2002#2) *for this site only*; specifically, eliminate maximum percentages of floor area ratio for office and residential, increase allowed building height from 60 feet (exclusive of rooftop appurtenances) to 75 feet (inclusive of rooftop appurtenances), increase allowed density from approx. 21 dwelling units per gross acre (267) to 25 dwelling units per gross acre (301), amend minimum building setbacks from property line (20 feet on Chauncey, 25 feet on 73<sup>rd</sup> Place), and reduce minimum property size from 25 acres (gross) to 12 acres (gross), and:
- Zoning District Map Amendment to add the Planned Shared Development (PSD) District, with a Development Agreement, to allow a portion of the parcel to be divided into two parcels, for a proposed mixed-use project on a +/- 12-acre site, located at the southeast corner of Scottsdale Road and Chauncey Lane.

### PURPOSE

To provide the Airport Advisory Commission information on the proposed zoning district map amendment for a site located within the Airport Influence Area, as it relates to the 14 CFR Part 150 Noise Compatibility Study, and possible action to recommend to City Council.

### KEY CONSIDERATIONS

- Proximity of proposed site to Scottsdale Airport (approximately 1.7 miles northwest of runway)
- Proposed site located within the AC-1 area of the Airport Influence Zones, requiring FAA Height Analysis, fair disclosure notice and dedication of an Avigation Easement
- Scottsdale Airport 14 CFR Part 150 Noise Compatibility Study Land Use Measures 2, 4 and 6 triggered
- Airport Overlay Zone Matrix permits proposed uses in the AC-1 area with conditions
- 301 residential for-rent units proposed
- Maximum 75 foot building height (inclusive of rooftop appurtenances) proposed

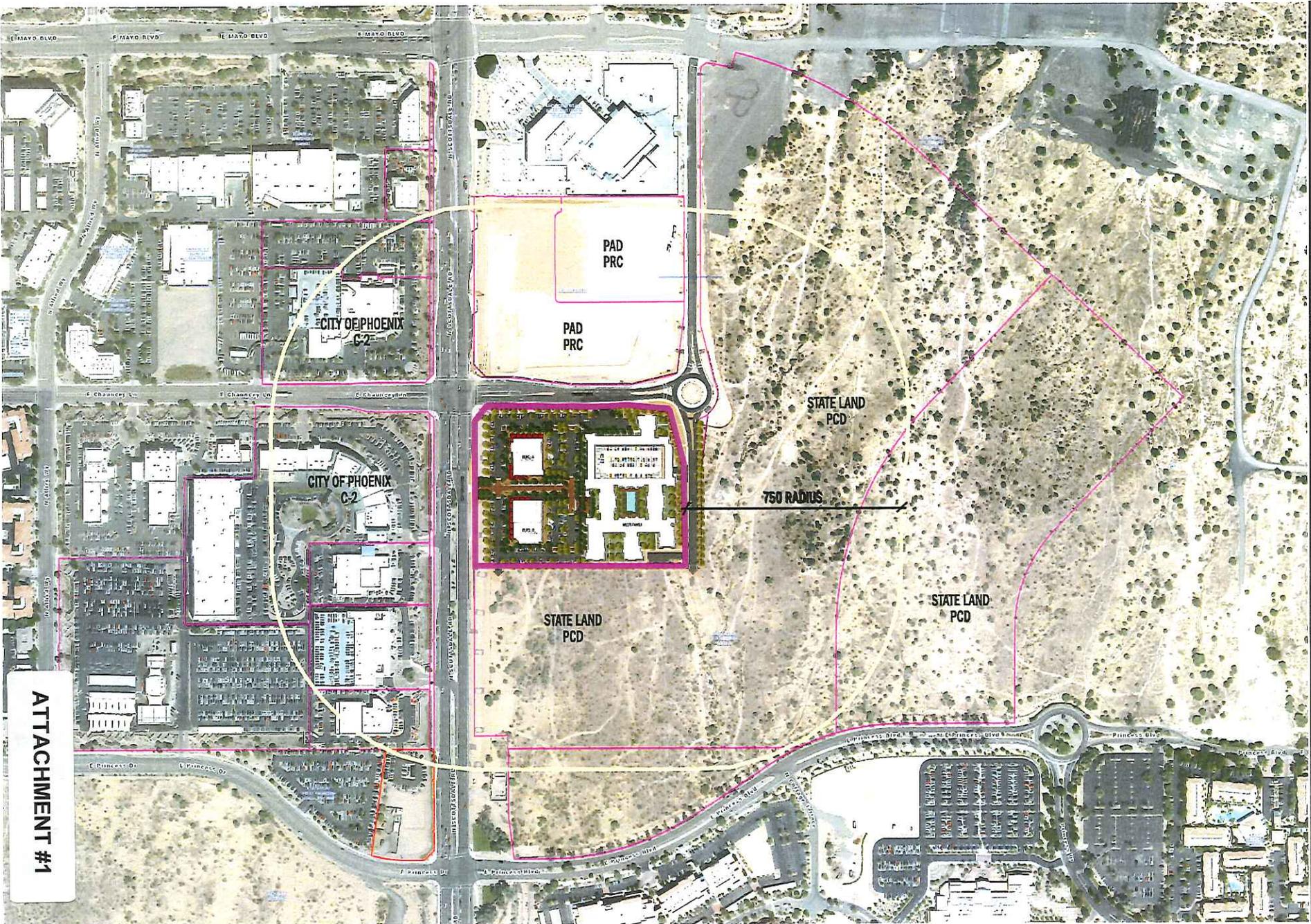
### OTHER RELATED POLICIES, REFERENCES

- 2010 Greater Airpark Character Area Plan
- 2001 Scottsdale General Plan, as amended
- 2005 Scottsdale Airport 14 CFR Part 150 Noise Compatibility Study
- Zoning Ordinance

Attachment(s):

1. Vicinity Map/Context Aerial
2. Site Plan
3. Average Setback & Building Height Exhibit
4. Streetscape Elevations
5. Part 150 Airport Influence Zones Map
6. Part 150 Noise Contours Map
7. Part 150 Flight Track Map

Action Taken:



ATTACHMENT #1

**HLR** ARCHITECTS

HENSLEY LAMON RACHEL, INC.  
 ULLAS • HOUS UN • DEVI HILL  
 WWW.HLRINC.NET  
 PH: 972.281.9800

**AV3**  
 design studio

AVDESIGNSTUDIO.COM  
 602.335.7307



**LGE**  
 DESIGN BUILD

**JLB**  
 ARCHITECTS

SCOTTSDALE  
 MARKETPLACE

SCOTTSDALE  
 ARIZONA  
 ADDRESS:  
 SEC OF SCOTTSDALE RD &  
 CHANCEY LANE  
 15220  
 03.23.2016

CONTEXT  
 AERIAL

19-ZN-2002 #4  
 06-09-2016

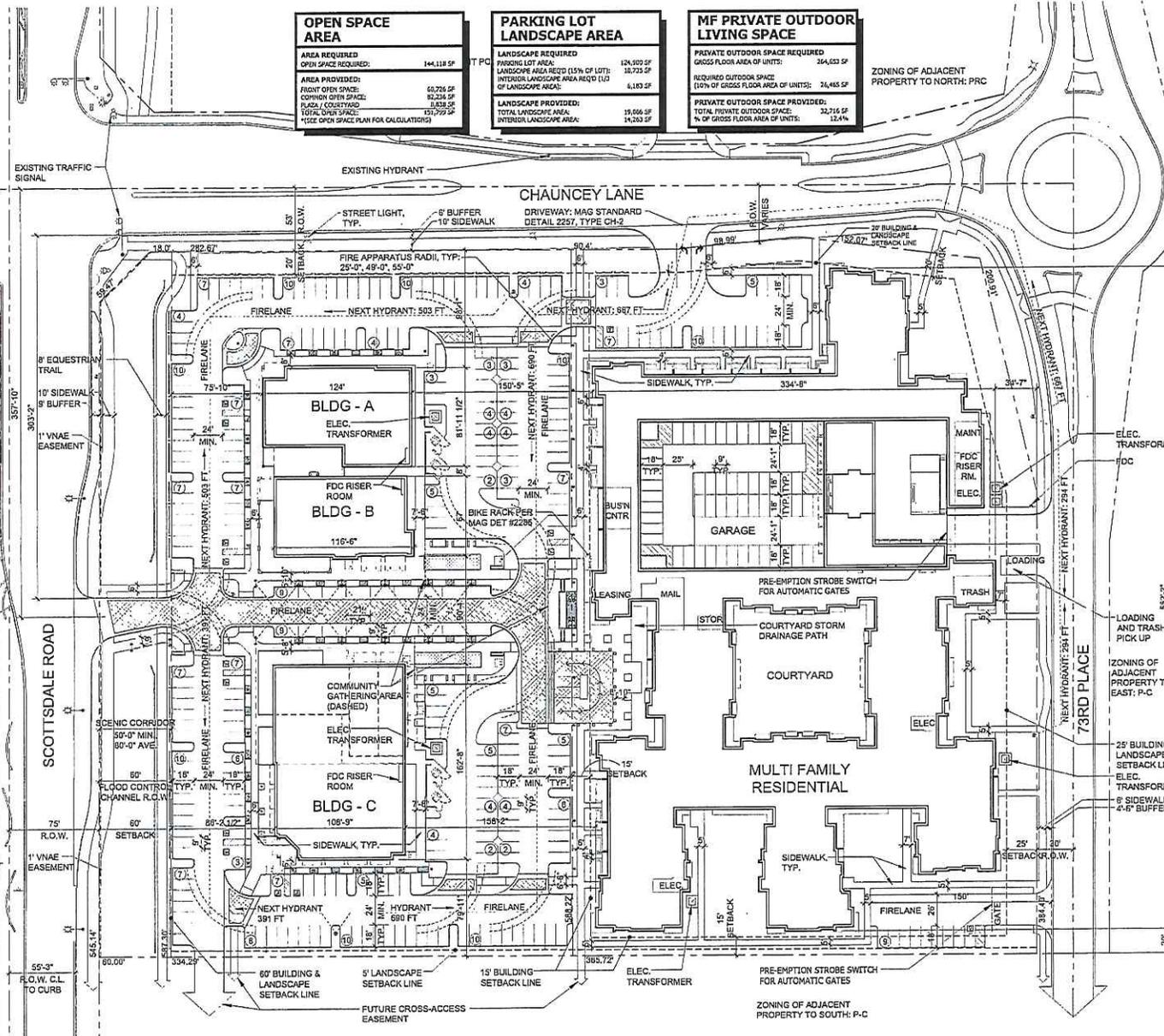
OPEN SPACE AREA	
AREA REQUIRED	144,118 SF
AREA PROVIDED:	60,726 SF
COMMON OPEN SPACE:	62,236 SF
PLAZA / COURTYARD:	1,633 SF
TOTAL OPEN SPACE:	133,799 SF
*USE OPEN SPACE PLAN FOR CALCULATIONS	

PARKING LOT LANDSCAPE AREA	
LANDSCAPE REQUIRED	124,309 SF
LANDSCAPE AREA REQ'D (15% OF LOT):	10,725 SF
INTERIOR LANDSCAPE AREA REQ'D (1/3 OF LANDSCAPE AREA):	6,183 SF
LANDSCAPE PROVIDED:	19,056 SF
TOTAL LANDSCAPE AREA:	14,263 SF

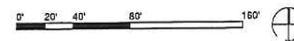
MF PRIVATE OUTDOOR LIVING SPACE	
PRIVATE OUTDOOR SPACE REQUIRED	254,633 SF
GROSS FLOOR AREA OF UNITS:	254,633 SF
REQUIRED OUTDOOR SPACE (10% OF GROSS FLOOR AREA OF UNITS):	25,463 SF
PRIVATE OUTDOOR SPACE PROVIDED:	32,716 SF
TOTAL PRIVATE OUTDOOR SPACE:	32,716 SF
% OF GROSS FLOOR AREA OF UNITS:	12.4%

ZONING OF ADJACENT PROPERTY TO NORTH: PRC

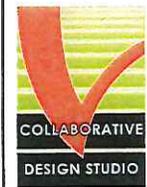
ZONING OF ADJACENT PROPERTY TO SOUTH: P-C



01 SITE PLAN  
SCALE: 1/8"



SITE DATA	MULTI FAMILY PARKING DATA
GROSS SITE AREA: 12.26 AC (534,046 SF)	PARKING REQUIRED: EFFICIENCY-24 X 1.25 30 (1) BEDROOM-187 X 1.3 244 (2) BEDROOM-90 X 1.7 153
NET SITE AREA (EXCLUDING 60' R/W ON SCOTTSDALE RD): 9.61 AC	TOTAL: 427 (1.42 SP/UN)
EXISTING ZONING: P-C	PARKING PROVIDED: STNDRD GARAGE SPCS: 460 STNDRD SURFACE SPCS: 35
PROPOSED ZONING: P-C	TOTAL SPACES PROVIDED: 495 (1.65 SP/UN)
LAND USE: MULTI FAMILY RESIDENTIAL	ACCESSIBLE PARKING REQ'D: GARAGE SURFACE 4 GARAGE SURFACE 2
TOTAL UNITS ALLOWED: 267	TOTAL: 21
GROSS / UN: 301	VAN ACCESS, PRKNG REQ'D, 1/6: 4
TOTAL UNITS PROVIDED: 391	ACCESSIBLE GARAGE SPCS: 16
TOTAL BEDRMS PROVIDED: 391	VAN ACCESS, GARAGE SPCS: 4
DENSITY PROVIDED: 24.55 UN/AC	ACCESS. SURFACE SPCS: 0
MAX BLDG. HEIGHT: 73 FT	VAN ACCESS SURFACE SPCS: 2
MAX VOL. ALLVD: 6.7MIL F7F	TOTAL ACCESS SPCS PROVIDED: 22
MF STRUCTURE VOL: 4.9MIL F7F	BIKE PRKG REQ'D: 50
LAND USE: MIXED USE COMMERCIAL	(1/10 VEHICLE PRKG SPCS)
BLDG - A: 9,590 SF	BIKE PRKG PROVIDED: 8
BLDG - B: 7,572 SF	IN GARAGE: 60
BLDG - C: 31,633 SF	EXTERIOR: 8
TOTAL BLDG AREA: 48,495 SF	TOTAL: 56
PATIO DINING: 5,322 SF	FIRE PROTECTION NOTES
LOT COVERAGE: 8.7%	1. ALL DRIVE AISLES ARE DESIGNATED AS FIRE LANES. MINIMUM WIDTH - 24', TURNING RADII - 25' INNER, 45' OUTER, 55' BUCKET
FAR ALLOWED: 0.80	2. PROVIDE A KNOX ENTRY ACCESS SYSTEM: <input type="checkbox"/> KNOX KEY BOX <input type="checkbox"/> KNOX KEY CYLINDER <input type="checkbox"/> KNOX OVERRIDE & <input type="checkbox"/> PRE-EMPTION STROBE SWITCH FOR AUTOMATIC GATES
FAR PROVIDED: 0.13	
MIN REQ'D BLDG SETBACKS: SCOTTSDALE RD: 50' MIN. 60' AVERAGE	GENERAL NOTES
MIN PROVIDED BLDG SETBACKS: SCOTTSDALE RD 60' CHAUNCEY LN 20' 73RD PLACE 25' REAR / SIDE YARD 15'	1. INTERIOR SIDEWALKS TO BE INTEGRAL COLOR ACID WASH CONCRETE. SEE MULTI-FAMILY ELEVATIONS FOR BUILDING MOUNTED LIGHT FIXTURE LOCATIONS.
MIN PROVIDED LANDSCP SETBACKS: SCOTTSDALE RD 60' CHAUNCEY LN 20' 73RD PLACE 25' REAR / SIDE YARD 5'	
RETAIL PARKING DATA	
PARKING REQUIRED: COMMRL MIXED USE (1/325): 166 ACCESSIBLE SPACES (4%): 7 VAN ACCESSIBLE SPACES: 2	
PARKING PROVIDED: STANDARD SPACES: 259 ACCESSIBLE SPACES: 0 VAN ACCESSIBLE SPACES: 12	
TOTAL PROVIDED (*5.04 SPACES PER 1000 SF) *INCLUDES PATIO	
BIKE PARKING REQUIRED: BIKE PRKG REQ'D: 17 (1/10 VEHICLE PRKG SPCS)	
BIKE PARKING PROVIDED: BIKE PARKING PROVIDED: 36	
VICINITY MAP	

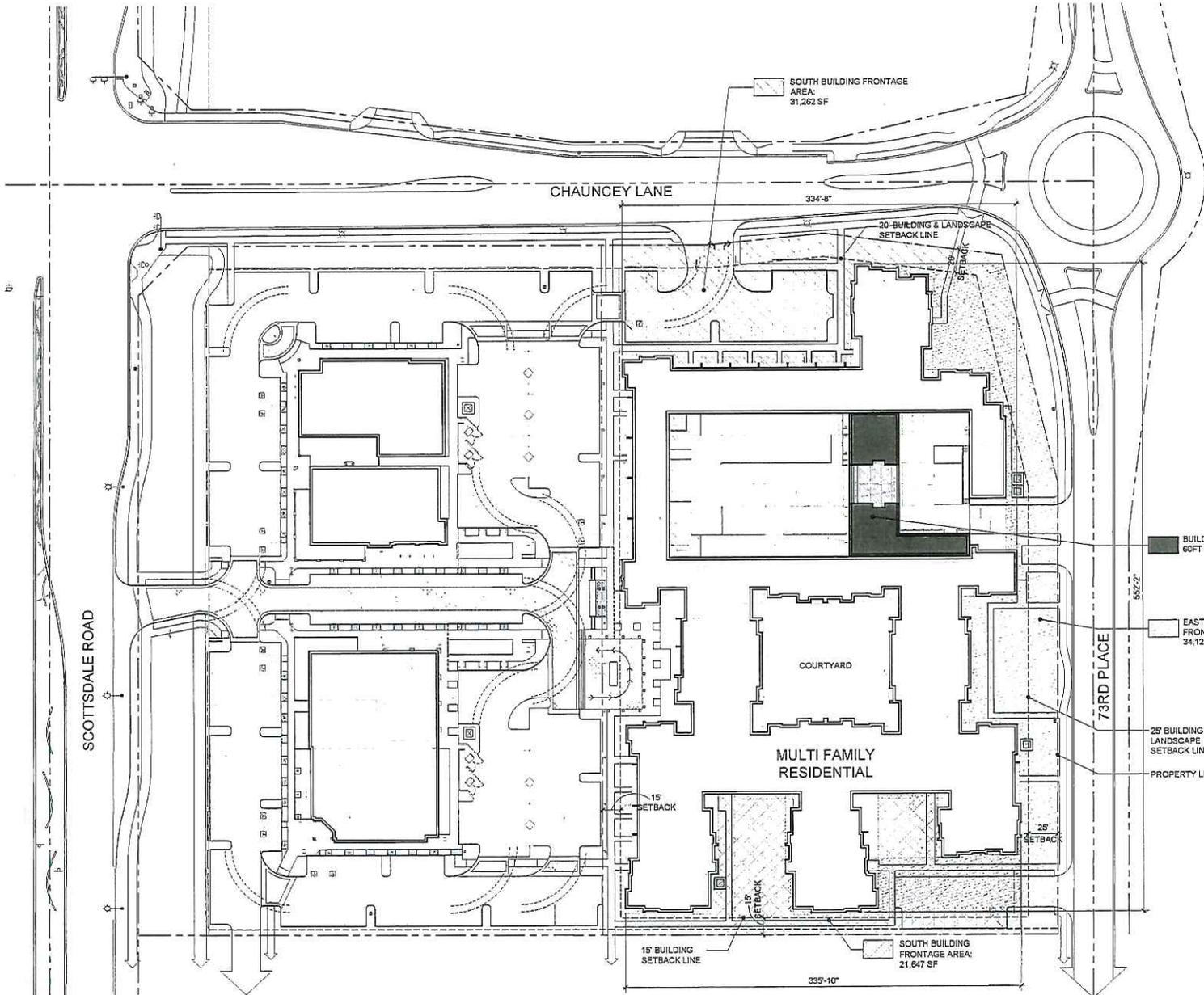


SCOTTSDALE MARKETPLACE

SCOTTSDALE ARIZONA  
ADDRESS: SEC OF SCOTTSDALE RD & CHAUNCEY LANE

06.07.2016

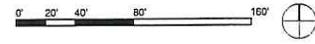
SITE PLAN



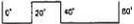
01 SITE PLAN  
SCALE: 1/4"

AVERAGE BUILDING SETBACK	
AVE. SETBACK - PROPERTY LINE TO BUILDING	
NORTH (CHAUNCEY):	93'-5"
EAST (73RD PLACE):	61'-10"
SOUTH:	64'-6"
COMBINED AVERAGE:	71'-2"

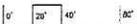
BUILDING ABOVE 60'	
AREA OF BUILDING MORE THAN 60' TALL:	
BUILDING AREA ABOVE 60FT:	6,330 SF
BUILDING AREA TOTAL:	116,680 SF
PERCENT TALLER THAN 60FT:	5.42%





SCOTTSDALE ROAD - STREETSCAPE ELEVATION   
SCALE: 1" = 40'-0"



CHAUNCEY LANE - STREETSCAPE ELEVATION   
SCALE: 1" = 40'-0"

ATTACHMENT #4



HENSLY LAMKIN RACHEL, INC.  
 DALLAS • HOUSTON • SEATTLE  
 WWW.HLRINC.NET  
 PH: 972.720.9400



AV3DESIGNSTUDIO.COM  
 602.326.3387

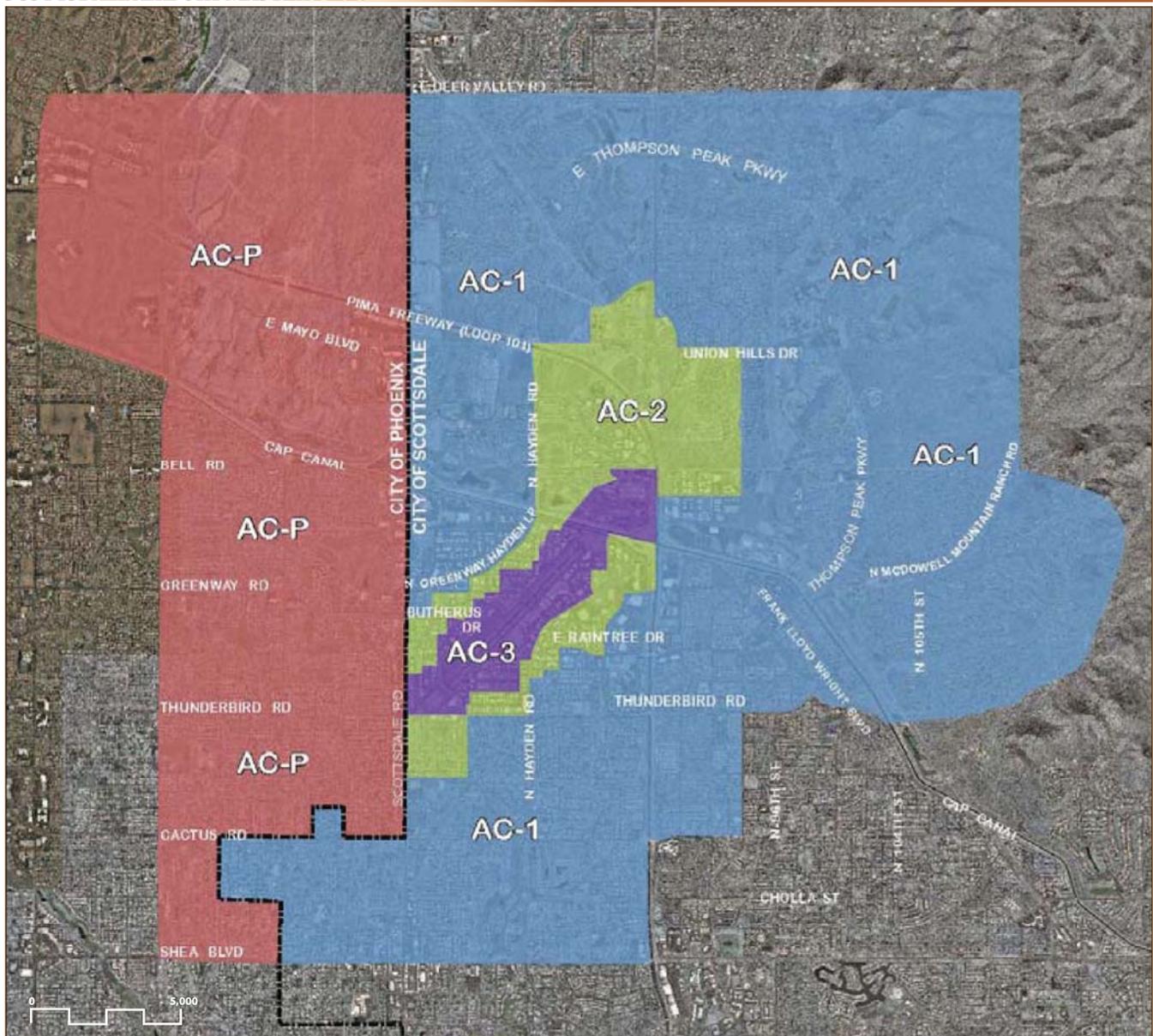


SCOTTSDALE MARKETPLACE  
 SCOTTSDALE ARIZONA  
 ADDRESS:  
 SEG OF SCOTTSDALE RD & CHAUNCEY LANE  
 15220  
 03.23.2016

STREETSCAPE ELEVATIONS

19-ZN-2002 #4  
 06-09-2016

# SCOTTSDALE AIRPORT MASTER PLAN



## LEGEND AND TABLE KEY

----- Municipal Boundary

### Airport Influence Areas

- AC-1
- AC-2
- AC-3
- AC-P

NP - Not Permitted

P - Permitted with Use Limitations

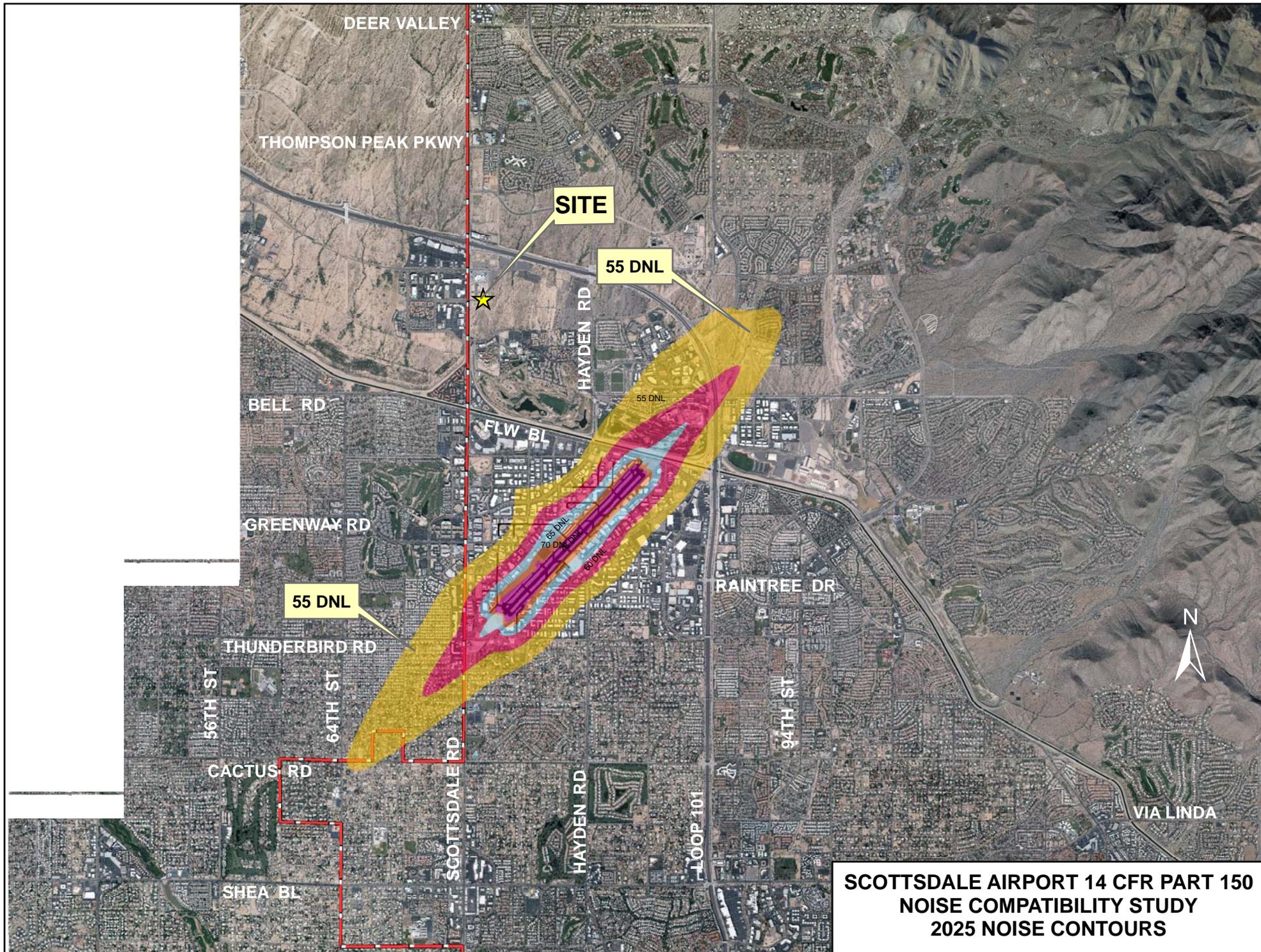
(1) - Avigation easement required under Sec. 5-357

(2) - Noise attenuation required under Sec. 5-358

Noise Sensitive Uses	AC <sup>1</sup> -3	AC-2	AC-1
Dwelling unit*	NP	P (1) (2)	P (1)
Manufactured home*	NP	P (1) (2)	P (1)
Elementary and secondary school*	NP	P (1) (2)	P (1)
Hospital*	NP	P (1) (2)	P
Travel accommodation*	NP	P (1) (2)	P
Place of worship	NP	P (1) (2)	P (1)
Cultural, civic, and social organization	NP	P (1) (2)	P (1)

\* The terms dwelling unit, manufactured home, elementary and secondary school, hospital and travel accommodation defined in the Basic Zoning Ordinance.

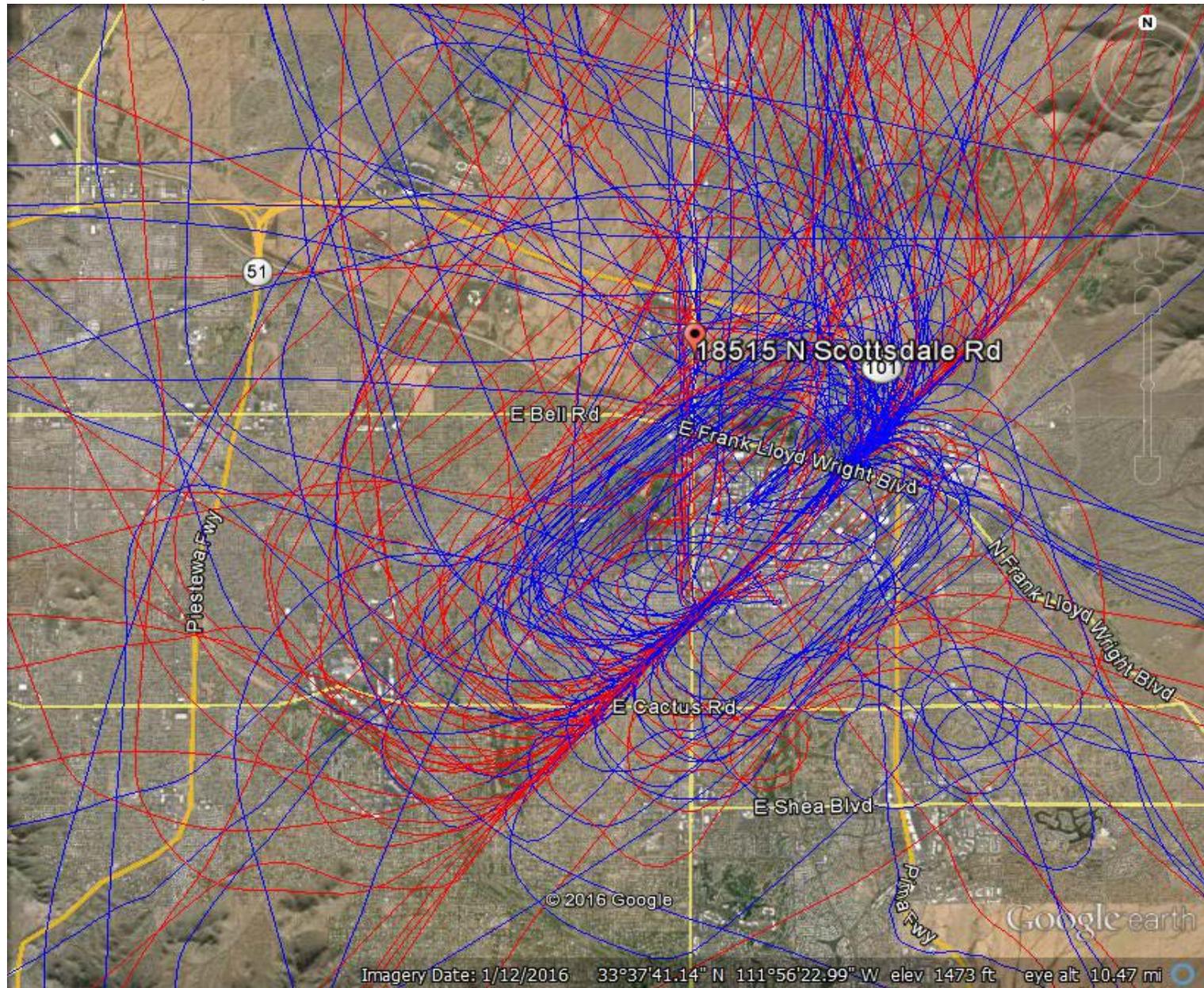
<sup>1</sup> AC - Airport Compatibility District



**SCOTTSDALE AIRPORT 14 CFR PART 150  
NOISE COMPATIBILITY STUDY  
2025 NOISE CONTOURS**

## Flight Track Map Example

Arrivals (red) and Departures (blue) – March 14, 2015





## COMMISSION INFORMATION REPORT

Discussion and Input Regarding Quarterly Noise Complaint Summary

**Agenda Item No.:** 4

**Meeting Date:** 07/20/16

**Staff Contact:** Sarah Ferrara,  
Planning & Outreach Coordinator

**Phone:** (480) 312-8482

### INFORMATION

Aviation staff will update the Airport Advisory Commission regarding aircraft noise complaints received during the second quarter of 2016.

### PURPOSE

Community members that wish to report their concerns pertaining to aircraft noise and over flight activity associated with Scottsdale Airport air traffic may do so anytime by calling the aircraft noise report line or by submitting their complaint(s) via the Scottsdale Airport website. Each quarter a summary report is generated to depict the number of noise complaints that were received, along with the number of people who submitted complaints and a map depicting the location of where the complaints were generated.

### KEY CONSIDERATIONS

- The quarterly noise complaint summary is used to identify and evaluate trends. It is not used to change flight procedures or restrict aircraft operating activity.
- It is normal to see increases and decreases in aircraft noise complaints associated with changes in weather and seasonal conditions.
- Aviation staff will respond to noise complaints within the Airport Noise Influence Area only when there is a specific request for a callback, or if the complainant is new.

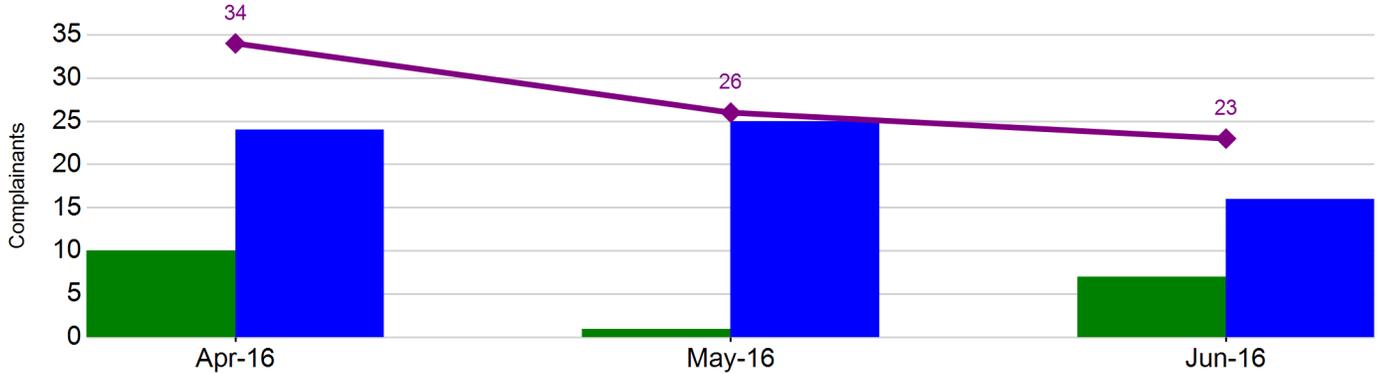
Attachment: Noise Complaint Summary for April 1 – June 30, 2016.



# Noise Complaint Summary

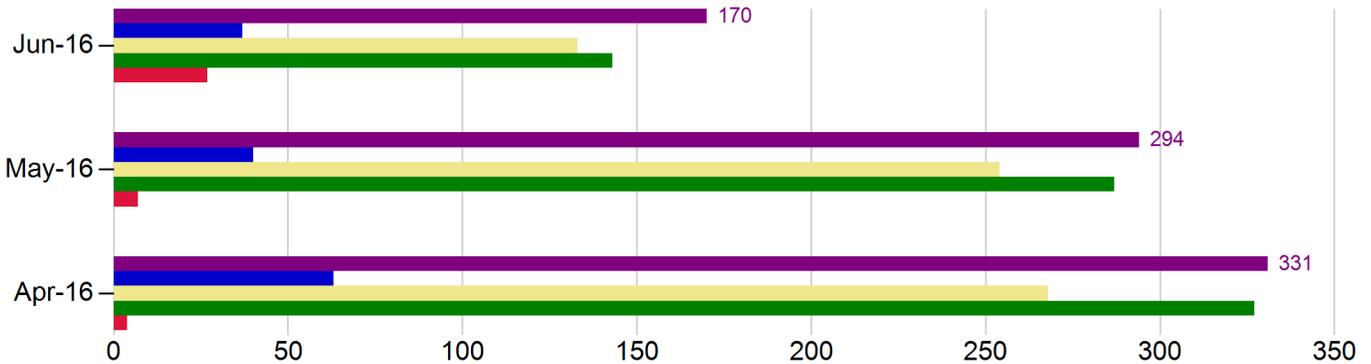
for April 1, 2016 through June 30, 2016

## Complainant Summary



Month-Year	Complainants (New)	Complainants (Not New)	Total
Apr-16	10	24	34
May-16	1	25	26
Jun-16	7	16	23

## Total Complaints Comparison



Month-Year	Night	Day	Local	Regional	Complaints	Call Backs
Apr-16	63	268	327	4	331	24
May-16	40	254	287	7	294	14
Jun-16	37	133	143	27	170	8
TOTAL	140	655	757	38	795	46

The callbacks field represents complaints requesting a callback from staff and completed.

The Airport Influence Area is mapped on page two of this report. Complaints received from location inside the Airport Influence Area are defined as "local", and complaints from locations outside the Airport Influence Area are defined as "regional".

Night = 10 p.m. to 6 a.m.  
Day = 6 a.m. to 10 p.m.

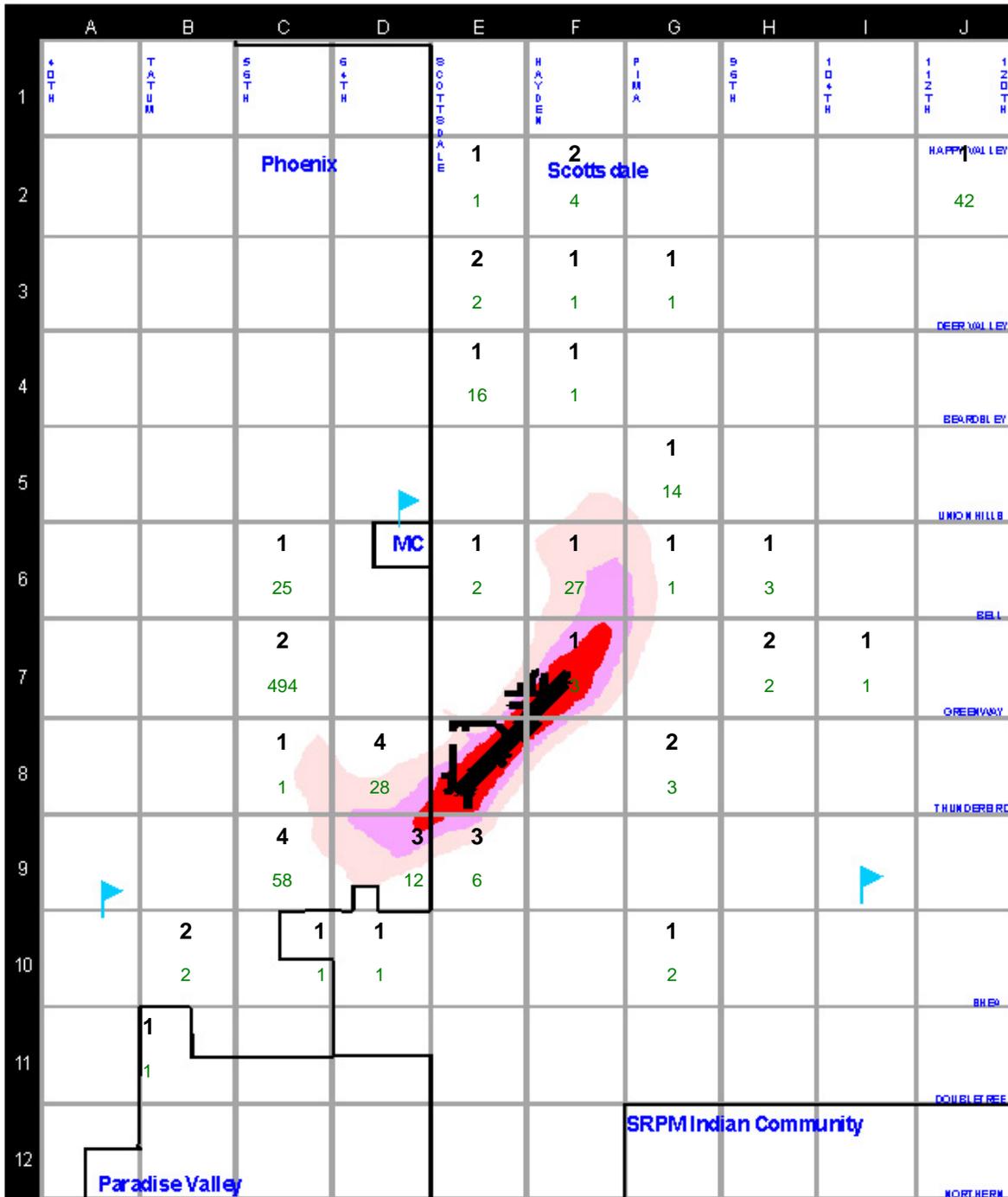
Local = complaints within the Airport Influence Area  
Regional = complaints outside the Airport Influence Area

# SDL AIRCRAFT NOISE COMPLAINT MAP

Complaints and Complainants Per Square Mile

April 1, 2016 Through June 30, 2016

The map below represents the Scottsdale Airport Influence Area. Each grid block indicates the total number of complaints (green- on bottom) received per square mile for the summary period, and the number of complainants or people (black- on top) who filed them. Please refer to the Map Legend for a description of the other map features.



GRIDS NOT SHOWN: UNKNOWN=2/1, BEYOND GRID=2/8

LEGEND		55 DNL Contour	Complainants
		60 DNL Contour	
		65 DNL Contour	Complaints
		Reporting Point	
		City Limits	

## AIRCRAFT OPERATIONS and "LOCAL" NOISE COMPLAINT HISTORY

Through June 30, 2016

To remain consistent with historic data, only "Local" aircraft noise complaints that emanate within the boundaries of the Airport Influence Area grid are included in the chart below. The Airport influence Area grid is depicted on page two of this report. "Regional" complaints emanating from outside of the Airport Influence Area grid are tracked and reflected on page one of this report.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total
1998 Complainants	0	0	0	0	0	0	2	19	32	53	25	13	144
1998 Complaints	0	0	0	0	0	0	4	24	49	71	38	16	202
1999 Complainants	15	17	26	10	18	26	16	16	18	16	30	8	216
1999 Complaints	27	23	33	15	22	33	25	26	23	21	48	14	310
2000 Complainants	24	32	39	25	11	16	6	13	14	79	23	14	296
2000 Complaints	35	62	60	32	15	30	6	25	25	97	35	21	443
2001 Complainants	36	35	35	24	15	6	17	14	12	18	50	21	283
2001 Complaints	42	48	56	32	36	12	29	17	19	30	70	24	415
2002 Complainants	16	25	29	51	26	36	46	48	41	72	64	60	514
2002 Complaints	22	44	58	113	89	137	110	477	955	569	393	242	3,209
2003 Complainants	104	57	49	31	47	19	46	25	73	64	97	46	658
2003 Complaints	417	310	319	179	170	132	216	226	378	338	408	231	3,324
2004 Complainants	66	76	89	58	28	32	33	32	26	52	69	31	592
2004 Complaints	810	1,105	953	1,145	515	384	477	670	622	1,142	1,423	821	10,067
2005 Complainants	33	59	44	26	25	14	42	19	17	46	33	14	372
2005 Complaints	1,083	1,016	853	709	721	664	1,232	1,270	1,269	2,437	2,195	2,140	15,589
2006 Complainants	18	18	42	29	19	23	19	20	24	33	30	22	297
2006 Complaints	3,101	2,932	2,117	840	478	353	333	474	502	619	551	470	12,770
2007 Complainants	19	26	23	39	15	9	11	21	16	28	89	24	320
2007 Complaints	537	535	405	534	457	169	502	533	599	602	556	541	5,970
2008 Complainants	23	70	70	14	20	8	7	8	8	18	23	16	285
2008 Complaints	476	609	452	31	26	16	11	29	15	55	54	34	1,808
2009 Complainants	11	14	25	10	7	10	13	12	14	29	20	13	178
2009 Complaints	85	72	39	15	23	28	117	38	53	158	85	45	758
2010 Complainants	13	22	19	25	15	7	6	7	10	18	24	22	188
2010 Complaints	63	136	191	125	57	27	19	35	35	77	94	145	1,004
2011 Complainants	16	16	15	15	9	7	12	9	11	16	39	10	175
2011 Complaints	141	190	140	34	24	32	55	53	79	87	77	36	948
2012 Complainants	10	14	14	13	9	20	4	7	7	17	27	17	159
2012 Complaints	65	63	39	35	24	26	7	13	31	62	63	40	468
2013 Complainants	34	21	21	15	8	13	9	10	17	10	34	18	210
2013 Complaints	80	78	67	63	100	127	100	148	164	168	186	147	1,428
2014 Complainants	16	45	23	13	14	11	12	14	6	26	37	23	240
2014 Complaints	173	247	171	144	114	110	123	86	99	165	219	127	1,778
2015 Complainants	37	69	78	35	33	21	19	21	21	33	39	15	421
2015 Complaints	262	239	287	162	199	129	124	117	171	351	306	150	2,497
2016 Complainants	35	40	25	30	21	14	0	0	0	0	0	0	165
2016 Complaints	272	255	275	327	287	143	0	0	0	0	0	0	1,559



**COMMISSION INFORMATION REPORT**

Discussion and input regarding the Monthly Airport Construction Report for July 2016

**Agenda Item No.:** 5

**Meeting Date:** 07/20/16

**Staff Contact:** Chris Read,  
Airport Operations Manager

**Phone:** (480) 312-2674

**INFORMATION**

Airport Construction Update for July 2016.

**PURPOSE**

The purpose of this item is to keep the Airport Advisory Commission informed as to the status of all construction activity at the City's airport.

**PROJECTS RECENTLY COMPLETED**

**Seal Coat of Parking Aprons (Adjacent to Ross Aviation) - (\$30,000.00)**  
July 11<sup>th</sup> 2016 to July 15<sup>th</sup> 2016

<u>% Complete</u>	<u>Completed Work</u>	<u>Anticipated Work -Next Month</u>	<u>Operational Impacts</u>
100	All	None	Partial ramp closures at Ross Aviation Main and North aircraft parking aprons

**PLANNED PROJECTS**

**Parking Apron Pull Box Replacement Project**

<u>Description</u>	<u>Cost</u>	<u>Status</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>
Replace 8 old pull cement cover pull boxes with new steel covered boxes along the west side aircraft parking aprons.	\$68,000	Waiting on delivery of materials	August 15, 2016	September 5, 2016

**Power Vault & Rotating Beacon Relocation Project**

<b>Description</b>	<b>Cost</b>	<b><u>Status</u></b>	<b><u>Estimated Start Date</u></b>	<b><u>Estimated Completion Date</u></b>
Demolish existing power vault, construct new power vault at the new Operations Center building, relocate rotating beacon on top of the new Operations Center building.	\$635,000	Out to Bid	September, 2016	February, 2017

**Taxiway A Reconstruction Project**

<b>Description</b>	<b>Cost</b>	<b><u>Status</u></b>	<b><u>Estimated Start Date</u></b>	<b><u>Estimated Completion Date</u></b>
Reconstruct the southern 2/3 of taxiway A, overlay/sealcoat the northern 1/3 of taxiway, replace all taxiway A lighting and signage with L.E.D. fixtures.	\$4,000,000	Design Phase Complete, Delayed by FAA until next federal fiscal year	September, 2017	March, 2018

**Erosion Protection Project (Phase 2)**

<b>Description</b>	<b>Cost</b>	<b><u>Status</u></b>	<b><u>Estimated Start Date</u></b>	<b><u>Estimated Completion Date</u></b>
Regrade and place 4 inch crushed rock material in the final remaining unpaved areas at the south part of the airport.	\$400,000	Starting design phase	September, 2016	September, 2016



## COMMISSION INFORMATION REPORT

Discussion and input regarding Operations Report for June 2016

**Agenda Item No.:** 6

**Meeting Date:** 07/20/16

**Staff Contact:** Chris Read,  
Airport Operations Manager

**Phone:** (480) 312-2674

### INFORMATION

Airport Monthly Operations Update for June 2016.

### PURPOSE

The purpose of this item is to keep the Airport Advisory Commission informed as to the operational status of the Airport.

#### BASED AIRCRAFT

	<u>Helicopter</u>	<u>Single Engine</u>	<u>Twin Engine</u>	<u>Jet</u>	<u>Total</u>
Current Month	18	209	44	117	388
June 2015	16	195	46	130	387

#### OPERATIONS

	<u>June 2015</u>	<u>June 2016</u>	<u>% Δ</u>	<u>2015 YTD</u>	<u>2016 YTD</u>	<u>% Δ</u>
Total	12,388	13,421	8.3	81,230	86,316	6.3
IFR	2,496	2,916	16.8	24,170	24,335	.7

#### ALERTS

<u>Date</u>	<u>Type</u>	<u>Description</u>
06/01/16	1	Cessna 172R, alternator failure
06/02/16	2	Cessna Citation 550, electrical problems
06/03/16	2	Embraer EBM-505, smoke in the cockpit
06/07/16	2	Embraer EBM-505, faulty gear indication
06/19/16	2	Mitsubishi MU-2B, fuel booster problem on engine #1

#### INCIDENTS

<u>Date</u>	<u>Description</u>
06/08/16	Citation X, oil leak at engine start up
06/13/16	Cessna 441, Flat main tire upon landing
06/28/16	Fuel leak, Lear 31 stuck fuel transfer valve

**Commission Information Report**  
 Airport Monthly Operations Update for June 2016

**Agenda Item No.: 6**

<b>ENFORCEMENT ACTIONS</b>			
<u>Date</u>	<u>Violation</u>	<u>Enforcement Method Used</u>	<u>Comments</u>
06/04/16	Failure to display vehicle parking permit	N.O.V.	2 <sup>nd</sup> Violation
06/05/16	Failure to secure an approved visiting aircraft notice	Verbal	1 <sup>st</sup> Violation
06/07/16	Speeding	Verbal	1 <sup>st</sup> Violation
06/16/16	Pilot performed touch and go during prohibited hours	Denial of Use	Several Violations
05/21/16	Failure to display vehicle parking permit	N.O.V.	1 <sup>st</sup> Violation

<u>*Revenue (FYTD)</u>	<u>Total Uses Month</u>	<u>Total Uses (FYTD)</u>	<u>U.S. Visit Uses (flights/current month)</u>	<u>Comments</u>
\$492,775	54	882	15	<b>U.S. Visit Summary</b> 55 Mexican, 1 Canadian, French, 1 British, 1 Australian,

<u>*Revenue (FYTD)</u>	<u>Total Uses Month</u>	<u>Total Uses (FYTD)</u>
<b>2015/16</b> \$492,775	<b>JUNE 2016</b> 54	<b>2015/16</b> 882
<b>2014/15</b> \$471,100	<b>JUNE 2015</b> 44	<b>2014/15</b> 865

*\*Revenue = User Fees and Overtime Fees Charged to Users*

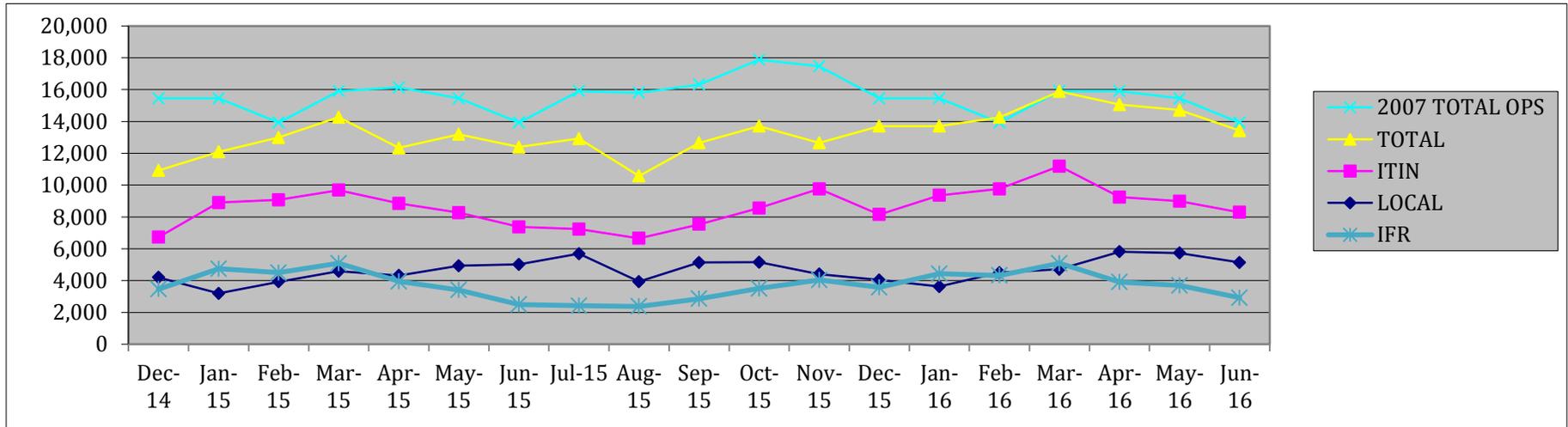
75,000 lbs. + PPR = 26 (calendar year 2016)

Attachment(s): 1. Scottsdale Airport Operations Counts 2014–2016

# SCOTTSDALE AIRPORT OPERATIONS 2014-2016



	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
<b>ITIN</b>	6,722	8,899	9,074	9,682	8,849	8,263	7,373	7,233	6,652	7,530	8,560	9,764	8,149	9,357	9,760	11,184	9,247	8,986	8,286
<b>LOCAL</b>	4,196	3,191	3,918	4,586	4,318	4,926	5,015	5,689	3,928	5,131	5,149	4,401	4,033	3,621	4,496	4,705	5,811	5,728	5,135
<b>IFR</b>	3,457	4,743	4,498	5,084	3,946	3,403	2,496	2,421	2,371	2,860	3,500	4,038	3,566	4,426	4,315	5,084	3,901	3,693	2,916
<b>TOTAL</b>	10,918	12,090	12,992	14,268	12,338	13,189	12,388	12,922	10,580	12,661	13,709	12,661	13,709	13,709	14,256	15,889	15,058	14,714	13,421



## PRE-RECESSION COMPARISON

	Jun-07	Jun-16	% change
<b>ITIN</b>	10,642	8,286	-22.1%
<b>LOCAL</b>	5,980	5,135	-14.1%
<b>IFR</b>	3,140	2,916	-7.1%
<b>TOTAL</b>	16,662	13,421	-19.5%



## COMMISSION INFORMATION REPORT

Discussion and Input Regarding Monthly  
Financial Reports for May 2016

**Agenda Item No:** 7

**Meeting Date:** 07/20/16

**Staff Contact:** Carmen Williams,  
Management Analyst

**Phone:** (480) 312-8475

### AVIATION OPERATING BUDGET FISCAL YEAR 2015/16

	FY 2015/16		FY 2015/16 Year to Date (through May 2016)			
	Adopted Budget	Approved Budget	Approved Budget	Actual	Dollar Variance	% Variance
Revenue	\$3,904,685	\$3,904,685	\$3,608,258	\$3,833,082	\$224,824	6%
Expenses	\$2,107,032	\$2,133,475	\$1,997,585	\$1,710,263	-\$287,322	-14%
Net	\$1,797,653	\$1,771,210	\$1,610,673	\$2,122,819	\$512,146	32%

### AVIATION FUND CASH BALANCE

	Operating	CIP Funds	Total
As of 5/31/16	\$7,303,432	\$1,597,974	\$8,901,406
As of 5/31/15	\$5,388,176	\$6,187,041	\$11,575,217

### MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

	May		Dollar Variance	% Variance
	2015	2016		
Revenue	\$366,887	\$398,860	\$31,973	9%
Expenses	\$115,597	\$138,815	\$23,218	20%
Net	\$251,290	\$260,045	\$8,755	3%

### ACCOUNTS RECEIVABLE AGING REPORT

Aging Report Data current as of 7/1/2016

	Current	1-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total Amt Due
All Accounts Total	324,229.00	14.87	3.80	0.00	-1,203.00	-379.00	322,665.67

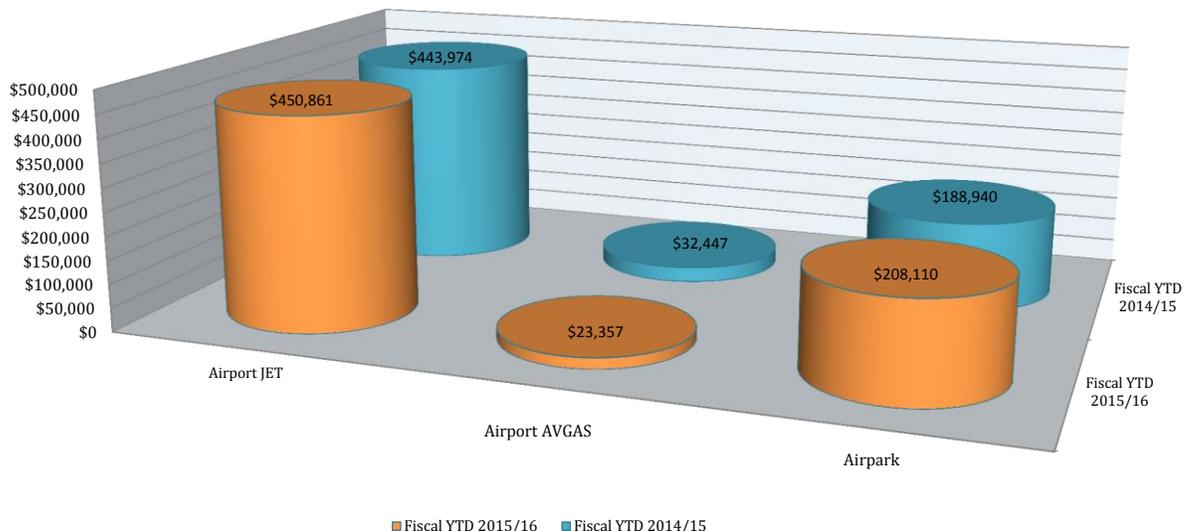
### Fuel Flowage (@ \$0.08 per gallon)

	May 2015			May 2016			% Change From Last Yr
	Revenue	Gallons	% Total	Revenue	Gallons	% Total	
Airport JET	\$45,767	572,088	66.1%	\$47,857	598,213	71.1%	4.6%
Airport AVGAS	\$2,327	29,088	3.4%	\$2,484	31,050	3.7%	6.7%
Airpark	\$21,129	264,113	30.5%	\$16,994	212,425	25.2%	-19.6%
<b>Total</b>	<b>\$69,223</b>	<b>865,288</b>	<b>100.0%</b>	<b>\$67,335</b>	<b>841,688</b>	<b>100.0%</b>	<b>-2.7%</b>

	Fiscal YTD 2014/15			Fiscal YTD 2015/16			% Change From Last Yr
	Revenue	Gallons	% Total	Revenue	Gallons	% Total	
Airport JET	\$443,974	5,549,675	66.7%	\$450,861	5,635,763	66.1%	1.6%
Airport AVGAS	\$32,447	405,588	4.9%	\$23,357	291,963	3.4%	-28.0%
Airpark	\$188,940	2,361,750	28.4%	\$208,110	2,601,375	30.5%	10.1%
<b>Total</b>	<b>\$665,361</b>	<b>8,317,013</b>	<b>100.0%</b>	<b>\$682,328</b>	<b>8,529,100</b>	<b>100.0%</b>	<b>2.6%</b>

Scottsdale Airport Fuel Flowage (@ \$0.08 per gallon) - Fiscal Year-to-Date





**COMMISSION INFORMATION REPORT**

Discussion and Input Regarding  
Public Outreach Programs and Planning Projects

**Agenda Item No:** 8

**Meeting Date:** 07/20/16

**Staff Contact:** Sarah Ferrara,  
Aviation Planning and Outreach  
Coordinator

**Phone:** (480) 312-8482

**INFORMATION**

Monthly update of the marketing, community, planning and pilot outreach programs at Scottsdale Airport.

**PURPOSE**

The purpose of this item is to keep the Airport Advisory Commission informed of the airport's marketing, outreach and planning projects efforts.

**FAA Flight Path Changes**

#	Description	Purpose	Status
1	<b>Next Gen / RNAV</b>	Arizona airport managers, including Aviation Director Gary Mascaro, have sent another letter to the FAA asking for a response and commitments to several issues related to the Phoenix Metroplex project.	Completed
2	<b>Phoenix Metroplex</b>	The Phoenix Metroplex was officially suspended on Dec. 11, 2015. Valley airport directors drafting another letter to put pressure on FAA about the Metroplex and requesting involvement in process.	Suspended

**Marketing Program**

#	Description	Purpose	Status
1	<b>Media and Social Media</b>	Distribute press releases and post social media information as needed.	As needed
2	<b>List serves</b>	Latest list serve notices were on the runway closure, the return of Ross Aviation and the Ages of Flight exhibit benefiting Thunderbird II artwork.	Completed
3	<b>Tradeshows</b>	Registered for both the next National Business Aviation Association and the Schedulers and Dispatchers conferences.	In progress

**Community Outreach**

#	Description	Purpose	Status
1	<b>Brochures, flyers, other print materials &amp; videos</b>	Updating airport brochures to reflect Ross Aviation as the new fixed-base operator.	In progress
2	<b>Realtor/ Homeowner Assoc. Outreach</b>	Available to present to homeowner associations and realtor groups as needed.	As needed

3	<b>Noise Outreach</b>	Exchanged one email with a resident regarding noise concerns. The city's IT department updated the noise complaint application. The quarterly noise report is being revised.	In progress
4	<b>Community Outreach</b>	Gathering ideas for a grand opening open house for the new Airport Operations Center. Date has not yet been set. The airport welcomed about 50 students from the Phoenix Indian Center for presentation about careers in aviation.	In progress
<b>Planning Projects</b>			
<b>#</b>	<b>Description</b>	<b>Purpose</b>	<b>Status</b>
1	<b>Monitor property development through the Planning Department</b>	Working with the Planning Department to protect the airspace and development uses near Scottsdale Airport. There were five projects within the Airport Influence Area listed in the Planning and Zoning reports for June.	In progress
<b>Pilot Outreach</b>			
<b>#</b>	<b>Description</b>	<b>Purpose</b>	<b>Status</b>
1	<b>Pilot Briefing &amp; Outreach</b>	Pilot Briefings are generally held about twice a year in partnership with the Air Traffic Control Tower. The next Pilot Briefing has not been scheduled at this time.	As needed
2	<b>Voluntary Curfew Outreach (10:00 p.m. - 6:00 a.m.)</b>	Communicate with aircraft operators and remind pilots that noise sensitive communities surround Scottsdale Airport. Promote the voluntary curfew of 10:00 p.m. - 6:00 a.m. If noise complaints during the voluntary curfew hours are received, aviation staff will work to make contact with the pilot to remind them of the voluntary curfew procedures. There were 12 voluntary curfew letters sent out in June.	As needed



## COMMISSION INFORMATION REPORT

Discussion and Input Regarding Status of Aviation Items to City Council

**Agenda Item No:** 9

**Meeting Date:** 07/20/16

**Staff Contact:** Gary P. Mascaro,  
Aviation Director

**Phone:** (480) 312-7735

### INFORMATION

Discussion and input regarding status of the Airport Advisory Commission's 2016 items to City Council, and aviation-related items approved by Planning Commission, Design Review Board, or City Council.

- Attachment(s):
1. Airport Advisory Commission Items to City Council – 2016
  2. Aviation-related items to Planning Commission , Design Review Board, or City Council - 2016
  3. City Council Meeting Calendar – 2016

**AIRPORT ADVISORY COMMISSION AVIATION ITEMS TO CITY COUNCIL  
2016**

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	CITY COUNCIL DATE	APPROVED
01/13/16	7-0	Discussion and Possible Action to Recommend to City Council Adoption of Resolution No. 10303, Authorizing Construction Bid Award No. 16PB011 to Fortis Networks, Inc. the lowest responsive bidder in the amount of \$68,608.98 to construct the Airport Pull Box Replacement Project and Increase the Budget Authority for Aviation Capital Improvement Center No. AB58A from \$70,000 to \$115,000.	02/09/16	Approved on consent
01/13/16	6-0	Discussion and Possible Action to Recommend to City Council Adoption of Resolution No. 10319, Authorizing Construction Bid Award No. 16PB014 to Rummel Construction, Inc. the lowest responsive bidder in the amount of \$392,535 to construct the Airport Runway 03 Erosion Protection/Wildlife Mitigation Project.	02/09/16	Approved on consent
01/13/16	6-0	Discussion and Possible Action to Adopt Resolution No. 10333 approving and authorizing contract 2016-014-COS with Cherokee Aviation Holdings, LLC a ground lease agreement located on and adjacent to Taxiway Charlie.	04/05/16	Approved on consent
03/08/16	7-0	Discussion and possible action to recommend adoption of Resolution No. 10368 authorizing multiple lease agreements located at the future redevelopment of the terminal area at Scottsdale Airport.	04/05/16	Approved 7-0
07/20/16	4-0	Discussion and possible action to Adopt Resolution No. 10496 authorizing Contract No. 2016-091-COS with JE Dunn Construction in the amount of \$248,015 to conduct pre-construction phase services as Construction Manager at Risk (CMAR) for the Airport Terminal Area Redevelopment Project.	08/30/16	?
06/15/16	4-0	Discussion and possible action to Adopt Ordinance No. 4268 to amend Chapter 5, Aviation, of the Scottsdale Revised Code, Section 5-358, "Noise attenuation requirements" revising section "(a)" relating to noise attenuation measures.	08/30/16	?

**AVIATION-RELATED ITEMS TO PLANNING COMMISSION, DESIGN REVIEW BOARD OR CITY COUNCIL**  
**(Projects that may be on airport, have taxi lane access, have height implications, or have sensitive noise uses)**  
**2016**

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	PLANNING, DRB, OR CITY COUNCIL AGENDA DATE	APPROVED
02/20/16	6-0	<p><b>One Scottsdale</b> Request by owner to amend the existing Planned Community District (P-C) with comparable Planned Regional Center (PRC) zoning approved in case 20-ZN-2002 to allow building height up to 90 feet, 1,366 additional residential units &amp; 1,066,145 additional square feet of non-residential area, on a +/- 76 acre site located at the northeast corner of Scottsdale Road and the Loop 101 freeway.</p>	<p>4/20/16 PC 6/07/16 CC 6/21/16 CC</p>	<p>Approved 5- 0 Approved 4-3 Approved 5-2</p>
N/A	N/A	<p><b>Assumption Greek Orthodox Church - Fellowship Hall</b> Request for approval of the site plan, landscape plan, and building elevations for a new two story fellowship hall and classroom office building on a 5.2 +/- acre site located at 8202 E. Cactus Road with Single-family Residential (R1-35) zoning: 67-DR-2015.</p>	7/21/16 DRB	?
N/A	N/A	<p><b>Apogee Medical</b> Hangar door widening at 15100 N. 78<sup>th</sup> Way: 87-PA-2016.</p>	3/7/16	Staff Approved
N/A	N/A	<p><b>Levitz Hangar</b> Request to build aircraft hangar at 14818 N. 74<sup>th</sup> Street: 72-PA-2016.</p>	?	?
07/20/16	?	<p><b>Scottsdale Marketplace</b> Request by owner for a Zoning District Map Amendment, including Development Plan and amended Planned Regional Center (PRC) development standards for floor area ratio, building height and minimum parcel size, within an existing Planned Community (P-C) District, for a proposed mixed-use project on a +/- 12 acre site, located at the southeast corner of Scottsdale Road and Chauncey Lane: 19-ZN-</p>	08/10/16 PC	?

		2002#4.		
?	?	<p><b>District at the Quarter (Greenway-Hayden Loop Apartments)</b>  Kaplan Acquisitions, LLC is seeking to redevelop 8.84 acres for a 5-story (i.e., 4-story over podium), luxury apartment development located at 15501 N. 73rd St. (AKA Dial Boulevard) and 15450 N. Greenway-Hayden. They are proposing 765 units.  Requesting a Zoning District Map Amendment from Industrial Park (I-1) District to Planned Unit Development (PUD) District zoning and Non-Major General Plan amendment to the City of Scottsdale General Plan 2001 from the Airpark Mixed Use (AMU) and Employment (EMP) land use designations to the Airpark Mixed Use Residential (AMU-R) land use designation on a 10.29 +/- gross acre site: 8-ZN-2016 &amp; 3-GP-2016.</p>	?	?
N/A	N/A	<p><b>Greystar Kierland Overture (City of Phoenix)</b>  Greystar is seeking to redevelop a vacant furniture store located at nec of Tierra Buena and 71<sup>st</sup> Street, 15801 N 71<sup>st</sup> St, into a five-story mid-rise luxury active adult senior community. They are proposing 171 dwelling units. City of Phoenix project: Z-10-16.</p>	City of Phoenix	City of Phoenix
?	?	<p><b>Wolf Springs Ranch Rezone</b>  Empire Residential Communities Fund II, LLC is applying for rezoning of a property located at the northeast corner of 93<sup>rd</sup> Street and Cactus Road for a new residential property. The conceptual plan proposes 76 lots: 176-PA-2016</p>	?	?

# 2016 City Council Meeting Calendar

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**Key**

- Council Meetings
- Optional Additional Mtg and/or Study Session
- General Plan
- Events
- City of Scottsdale Holidays
- Election
- No meetings will be scheduled
- Strategic Planning Workshop - TBD
- City Manager Candidate Interviews
- Agenda Review Staff Meetings

- Jan: 12 - MLK Dinner
- Feb: 2 - Waste Management Opening Party  
25 - State of the City Address
- Mar: 5-9 - NLC Conference
- Apr:
- May: 17 - Tentative Budget Adoption
- June: 7 - Final Budget Adoption

- Aug: 23-26 - League Conference  
30 - Primary Election
- Sept:
- Oct:
- Nov: 8 - General Election  
15-19 - NLC Conference
- Dec: 1-5 Major General Plan Amendments and Reg Council Mtgs



## COMMISSION ACTION REPORT

Discussion and possible action to modify the Airport Advisory Commission meeting schedule and Commission item calendar

**Agenda Item No.:** 10

**Meeting Date:** 07/20/16

**Staff Contact:** Gary P. Mascaro,  
Aviation Director

**Phone:** (480) 312-7735

### ACTION

Review Airport Advisory Commission meeting schedule for 2016.

### PURPOSE

Pursuant to By-Laws of the Scottsdale Airport Advisory Commission, Section 202, *"Regular meetings of the Commission shall be held on the second Wednesday of each month immediately following the study session, unless otherwise scheduled by majority vote of its members. In the event the Commission desires not to hold the preceding study session, the regular meeting shall begin at 6:00 p.m., unless otherwise scheduled by majority vote of its members."*

Attachment(s): 1. Airport Advisory Commission schedule of meetings/items – 2016

Action taken:

**AIRPORT ADVISORY COMMISSION SCHEDULE OF MEETINGS - 2016**  
 (Including anticipated topics and timeline for discussion)

JANUARY						
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- Election of Officers
- By-Laws Review
- Quarterly Noise Program Update

FEBRUARY						
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- Meeting moved to Tuesday

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- Quarterly Noise Program Update
- Aviation Enterprise Fund Five-Year Financial Plan

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- Risk Management Insurance Update

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- Quarterly Noise Program Update

AUGUST						
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SEPTEMBER						
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- CVB Update

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- Quarterly Noise Program Update
- Chamber Update

NOVEMBER						
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- AZ Business Aviation Assn. Update

DECEMBER						
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