

**NORTHERN ARIZONA FIRE DISTRICT – KINGMAN, ARIZONA  
NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ) NO. 2027-01  
PROFESSIONAL DESIGN SERVICES FOR REMODEL AND RENOVATION OF  
THE DISTRICT’S FIRE STATION**

Notice is hereby given that the Northern Arizona Fire District, hereinafter referred to as the “District” or “NAFD” is conducting a competitive **TWO-STEP** process to retain **ONE (1) CONSULTANT** to provide a General Contractor/Construction Manager at Risk (CMAR) services and using this type of project delivery method for construction of this project. “Scope of Work” for this project is included in “**Appendix A**”. The district will be looking for the organization that can provide the best customer assistance, service, value and budget/cost savings for this important District project.

NAFD invites interested firms to submit written Statements of Qualifications (SOQ’s) relating to this solicitation. A Selection Committee will evaluate firms’ qualifications and experience with similar projects (Step 1). Up to **THREE (3)** firms will then be invited to participate in a presentation/interview (Step 2). The firm determined to be best qualified based solely on the presentation/interview will then be invited to enter into negotiations with the NAFD for the contract.

A copy of this solicitation and possible future amendments may be obtained from the Northern Arizona Fire District Internet site at: <https://www.northernazfire.com/bids> by selecting this link and the associated solicitation number 2027-01. The district does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who have responded to the district or are previously registered with us and who have selected email as their preferred delivery method. You may also call (928) 757-3151 if you have any questions. Statements of Qualifications (SOQ’s) for the specified services shall be received by the Northern Arizona Fire District until the date and time cited. The Request for Qualifications (RFQ) number 2027-01 and the offeror's name should be clearly indicated on any files.

Written questions regarding this RFQ must be addressed to the Project Manager listed below and shall be received electronically by the Northern Arizona Fire District no later than ten days prior to the submittal due date. A written amendment to this document may then be used to respond to any questions. Oral statements or instructions shall not constitute an amendment to the RFQ.

**SUBMITTAL DUE DATE:**  
**SUBMITTAL LOCATION:**

**Sept 24, 2026 @ 3:00 PM Local AZ Time**  
**Northern Arizona Fire District – Administration**  
**2600 Northern Ave**  
**Kingman, AZ 86409**

Electronic and/or Hard Copy Submittals will be accepted  
for this project



**August 17, 2026**

**NORTHERN ARIZONA FIRE DISTRICT  
NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ) No. 2027-01  
FOR  
CONSTRUCTION MANAGER AT RISK FOR REMODEL/ADDITION  
NORTHERN ARIZONA FIRE DISTRICT FIRE STATION #35  
9667 N CONCHO DR. KINGMAN, AZ 86401**

**RFQ SOLICITATION NO: 2027-01**

**Staff Contact – Project Manager:**

**Brian Grant – Fire Chief, Northern Arizona Fire District**

**[firechief@northernazfire.com](mailto:firechief@northernazfire.com)**

**(928) 757-3151**

**STATEMENTS OF QUALIFICATIONS DUE:**

**Thursday September 24, 2026 @ 3:00 P.M. Local Az Time**

## **SECTION I – PROJECT DESCRIPTION**

The Northern Arizona Fire District (NAFD) is accepting Statements of Qualifications from qualified Construction Managers at Risk (CMAR) to provide complete construction services for the upgrade and remodel of NAFD Fire Station #35. The Project site is located at 9667 N Concho Dr., Kingman, AZ 86401 (Parcel #313-49-121A). The district is seeking licensed contractors with background and experience constructing and/or remodeling successful fire station facilities. The CMAR shall understand the special concerns of fire station facilities, the challenges associated with remodeling an existing facility located at 9667 N Concho Dr, Kingman, AZ 86401 (“Facility”), and any related offsite improvements. BASCAD is currently designing the Project using a team approach to identify options and cost/benefit measures that will produce the best attainable facility. The initial district budget range for this Project is approximately \$200,000 - \$300,000.

## **SECTION II – BACKGROUND**

The NAFD will work with our architect, Perlman Architects, and the selected CMAR to design, remodel, and construct a total of approximately 3,900 s.f., 2-bay fire station, to be known as Northern Arizona Fire District Fire Station #35; (vehicle bays 1,000 s.f. and livable area 2900 s.f.). In 2026, the NAFD Board of Directors approved the 2026-2031 Strategic Plan, which addressed remodeling all fire stations to modernize living quarters.

In June 2026, BASCAD and the NAFD administration evaluated and recommended facility upgrades to better meet NFPA national guidelines for fire stations. Currently, the Project is at approximately 100% designed. Final improvements identified during design may be delivered in phases with multiple Guaranteed Maximum Prices (GMP’s) or in a single phase. A phased GMP would most likely be considered for the procurement of long lead materials and equipment, and also to evaluate the plausibility of separating the remodel of the existing living quarters from the new construction of apparatus storage. The construction activities will need to consider ongoing operations of the current emergency services during the development of the new fire station. Construction is anticipated to commence in the winter of 2026 and be completed in spring of 2027. NAFD and BASCAD will work with the CMAR to determine the final phasing of the proposed improvements and the extent of improvements for each GMP phase if applicable.

## **SECTION III - SITE CHARACTERISTICS**

The existing site for the Northern Arizona Fire District Fire Station #35 is approximately 20,037.6 s.f. and located on the NW corner of Concho Dr. and Mesa Vista. The existing site is currently zoned as municipal property, which allows for municipal and emergency services uses. Drainage generally runs north and east to retention basins and then if required, through a rear ally way to an existing wash or south down Concho Dr. The site has direct access to Concho Dr and Mesa Vista. Due to this site’s size, restrictions, and current location of the existing structures, it is anticipated that the entire site could be impacted at some point during this development process.

## **SECTION IV - SCOPE OF WORK**

Preconstruction phase services by CMAR may include the following:

- Provide detailed cost estimating and value engineering options;
- Provide alternate systems evaluation and constructability studies;

- Provide design assistance as required.
- Provide Project planning and scheduling;
- Provide Project scheduling;
- Provide long-lead procurement strategies;
- Secure building and related permits;
- Provide complete GMP proposals with assumptions and clarifications to NAFD contract;
- Incorporate the Owner's interest for quality, safety, and environmental factors;
- Coordinate with utility companies and the district for on-site and off-site utility work.
- Coordinate with the Mohave County Traffic and Engineering to ensure ongoing access to Concho Dr. and Mesa Vista Dr intersection and median breaks.
- Assist in determining the ultimate Project construction phasing.
- Also see EXHIBIT "A" for additional information.

## **SECTION V – EVALUATION CRITERIA**

Qualified firms will submit electronic Statements of Qualifications for review by the District's selection panel (See Section VI, below). Evaluation of the submittals will be based on the following:

- A. General Information Max. 100 Points
- B. Experience and qualifications of the team Max. 150 Points
- C. Experience of key personnel Max. 250 Points
- D. Subcontractor Selection Plan Max. 50 Points
- E. Understanding and Approach Max. 350 Points
- F. Overall Evaluation Max. 100 Points

The Construction Manager at Risk will be selected through a qualifications-based selection process. Respondents interested in providing CMAR services must submit a Statement of Qualifications (SOQ) that addresses the following issues:

### **A. General Information (100 points)**

1. Provide a general description of the firm . Explain the legal organization of the proposed firm. Provide an organization chart showing key personnel.
2. Provide the following information:
  - a. List the Arizona contractor licenses held by the firm/team and the key personnel who will be assigned to this Project. Provide the contractor's license number and explain if held by an individual or the firm.
  - b. Identify any contract or subcontract held by the firm, which has been terminated within the last five years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.
  - c. If selected as a finalist for this Project, you will be required to provide a statement from an "A -" or better surety company describing the Company's bonding capacity.

### **B. Experience and qualifications of the firm/team (150 points)**

1. Identify at least three comparable fire station projects (or similar) completed by the firm within the past ten years. Emphasize construction and CMAR services with fire station projects.

For each project identified, provide the following:

- a. Description of the project
- b. Role of the firm/team
- c. Project's original contracted construction cost and final construction cost
- d. Construction dates
- e. Project Owner
- f. Reference information (two current names with telephone numbers and email per project)

### **C. Experience of key personnel to be assigned to this Project (250 points)**

1. Identify all key personnel for the proposed Project team. For each key person identified, list their length of time with the firm and at least two fire station projects in which they have played a primary role. For other projects provide the following:
  - a. Description of project
  - b. Role of the person
  - c. Project's original contracted construction cost and final construction cost
  - d. Construction dates
  - e. Project Owner
  - f. Reference information (two current names with telephone numbers and emails per project)
  - g. Experience of the Team working together on similar projects

### **D. Subcontractor Selection Plan (50 points)**

The firm must submit its Subcontractor Selection Plan in keeping with the requirements of Exhibit "C", attached and by reference made a part of this RFQ. Subcontractors must be selected based on qualifications alone or a combination of qualifications and price, but not on price alone.

### **E. Understanding of the Project and approach to performing the required services (350 points)**

1. Propose strategies to manage the established Project's construction budget. Describe the skills and techniques that make your firm the superior candidate for this Project. Provide specific examples and protocols for value engineering while maintaining the intent of the Project.
2. Describe your firm's approach to projects with tight timeframes for design and construction. How do you propose to structure your team to assist the designers during preconstruction phase services and provide timely information and input?
3. Describe your firm's project management approach and team organization during preconstruction and construction services. Briefly describe your approach to managing quality, cost control and integrating construction and on-going operations. Discuss your team's approach to construction on a constrained site with limited access for heavy construction equipment. How will you protect existing construction that may be in place.
4. Discuss your team's approach to phasing, material, and equipment storage onsite, start/stop construction and mobilization/demobilization of temporary facilities.
5. Sustainability is a priority for the Northern Arizona Fire District. Discuss your approach to cost benefit analysis versus return on investment and life cycle analysis.

**F. Overall evaluation of the team (100 points)**

This is to be determined by the selection panel members. No submittal response is required.

**SECTION VI - SELECTION PROCESS**

A Selection Panel will evaluate and score each SOQ according to the criteria set forth above to determine a shortlist of three (3) to five (5) submitters for the interview phase of the selection process. Teams on the shortlist may be invited to participate in detailed interviews, however, **the Northern Arizona Fire District reserves the right to select a firm based on the evaluation of the SOQ submittals alone and not proceed to interviews.** If the selection panel determines that interviews are warranted, an interview invitation letter providing the evaluation criteria to be used will be sent to the shortlisted firms.

At the conclusion of the selection process, for each submitter, the rated elements will be evaluated to determine the best qualified firm for this request. If the district is unsuccessful in negotiating a contract with the best qualified firm, the district may then negotiate with the second or third most qualified team until a contract is executed or may decide to terminate the selection process. Until the award and execution of the CMAR Preconstruction contract for the Project, the district will only release the name of each firm/team invited to the interview session. All other information received by the district in response to the RFQ or contained in the proposals will be confidential to avoid disclosure of the contents that may be prejudicial to the competing offerors during the selection process. The submittal of the winning team will be open to public inspection after the contract is awarded and the district has executed the contract with the selected offeror. The following tentative schedule has been prepared for this selection (all times are local):

|                         |                                                  |
|-------------------------|--------------------------------------------------|
| Questions due:          | September 17, 2026 @ 3:00 PM Local Time          |
| Anticipated Interviews  | Mid to Late October 2026 (or sooner if possible) |
| Anticipated Selection   | Mid to Late October 2026 (or sooner if possible) |
| Anticipated Board Award | November 2026(or sooner if possible)             |

**SECTION VII - INTERVIEW PHASE REQUIREMENTS**

Each shortlisted team will be provided the criteria, format and scoring for the interview phase of this Project when the short list is determined.

**SECTION VIII - CONTRACTS AND FEES**

The district will not request or consider fees, price, man-hours or any other cost information at any time during the selection process, including the selection of firms to be interviewed, the final list, the order of preference or any other purpose. The selected firm will negotiate with the district regarding the contract, scope of work and fees. One (1) contract may or will be awarded and one (1) firm may or will be awarded the contract.

**SECTION IX - INDEMNIFICATION & INSURANCE REQUIREMENTS**

The Northern Arizona Fire District requires the selected Contractor to execute a Construction Manager at Risk Pre-Construction Phase Services Contract. The basic format of the district contract is attached

to this RFQ. The district's Indemnification and Insurance language is included in this contract. **For firms submitting proposals, the district requires a statement in the submittal (include in cover letter) that the firm has read and understood all the elements laid out in the Construction Manager at Risk (CMAR) Pre-Construction Services Contract.**

Questions regarding insurance and indemnification shall be addressed prior to submittal in writing, by e-mail, to the e-mail address listed at the end of this document.

The district will require the posting of Payment and Performance Bonds in conformance with the requirements of A.R.S. 34-610.

## **SECTION X - PRE-SUBMITTAL MEETING**

A pre-submittal/proposal meeting will be held on **Thursday September 10, 2026, @ 09:30 A.M.** local time in the Northern Arizona Fire District Administration Fire Station 31; 2600 Northern Ave Kingman, AZ 86409. It is **NOT** mandatory that your firm/team attend the pre- submittal meeting.

A Facility and site walk-thru @ 9667 Concho Dr Kingman, AZ 86401 will be available for any interested parties immediately following the meeting and the facility will be accessible until 12:30 P.M. Any additional site visits will be required to request or schedule an appointment with the District's Project Manager.

<https://us06web.zoom.us>

Passcode

**Join by Phone**

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 8728448 7254

## **SECTION XI - SUBMITTAL REQUIREMENTS**

Reply to this request with an electronic Statement of Qualifications submittal which is **not more than twelve (12) pages** plus a one-page cover letter. **Maximum document size is 20 MB.** Pages that have Project photos, charts, and graphs will count toward the maximum number of pages. However, a cover letter and/or cover will not be considered part of the eight-page limitation, nor will resumes. Resumes for each key team member shall be limited to a maximum length of one page, ***must not include pictures or submittal information***, and should be incorporated as an appendix at the end of the SOQ.

The minimum font size shall be 10-point and font used shall be Arial, Bookman, Cambria, Century or Times New Roman only. The submittal must be printable. Table of Contents or tabbed divider pages will not be counted towards the maximum number of pages. **Submittals which do not conform to the requirements will not be considered.**

The SOQ submittal must include:

- A one-page cover letter prepared on the company's letterhead and signed by a principal of the company. Provide primary contact person and contact person's telephone number
- and e-mail address. This sheet is not included in your page count.

- The firm's responses to the RFQ criteria in order and titled as listed using a MAXIMUM of 12 pages, each 8½" x 11" in size.
- ***A statement in the proposal that the firm has read and understood all the elements laid out in the Construction Manager at Risk Preconstruction Services Contract.***
- Addenda Acknowledgement (if applicable).
- Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:
  - Receipt of submittal past specified cut-off date and time.
  - Adherence to number of pages, page size, and font requirements.
  - Adherence to electronic file size requirements.
  - Inclusion of the required contract statement.
  - Addenda Acknowledgement (if applicable)

## **SECTION XII - SUBMITTAL TIME AND PLACE**

Submittals must be received no later than **3:00 p.m., local time, September 24, 2026**. The district reserves the right to cancel or modify this Request for Statements of Qualifications at any time.

The electronic submittal shall be submitted in Adobe PDF format and uploaded to <https://www.northernazfire.com/bids> The subject line of the email **MUST READ: [Your Company Name]\_NAFD Fire Station #35 CMAR.** Please upload your submission as a single adobe PDF file format. An email confirming your submission will serve as a receipt. **Please note that emails are not automatic, but an acknowledgement will be sent as promptly as possible.**

## **SECTION XIII - GENERAL INFORMATION**

**This Project will follow ARS Title 34 requirements. All design and construction work shall be performed or supervised by State of Arizona licensed professionals. District's Website: This Request for Qualifications will be posted on the NAFD website. The address is: <https://www.northernazfire.com/bids>**

**Instructions: Northern Arizona Fire District will not be held responsible for any oral instructions.** Any changes to this Request for Statements of Qualifications will be in the form of an addendum, which will be furnished to all registered Request for Statements of Qualifications holders. A statement of receipt of all addenda must be included in the submittal or transmittal.

**District Rights:** The Northern Arizona Fire District reserves the right to reject any oral submission of a response to this Request for Statements of Qualifications, to waive any informality or irregularity in any Request for Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

**Release of Project Information:** The Northern Arizona Fire District shall coordinate the release of all public information concerning the Project, including selection announcements and contract awards. Firms desiring to release information to the public must receive prior written approval from the district.

**Contact with district Employees:** All firms interested in this Project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process,

including the evaluation panel, District Directors, Department Heads, and other staff. This policy is intended to create a level playing field for all potential firms; assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified below.

**Protests:** A protest shall be in writing and shall be filed with the Project Manager. A protest of a Request for Qualification shall be received at the district not less than five (5) working days before the Request for Qualification due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Qualification or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

**No Preferential Treatment or Discrimination:** In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the district will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

**Civil Rights:** The Northern Arizona Fire District, in accordance with the provisions of Title VI of the Civil Rights 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **SECTION XIV – QUESTIONS**

Questions pertaining to the consultant selection process or contract issues should be directed in writing or by e-mail to:

Brian Grant, Fire Chief

**E-mail:** [firechief@northernazfire.com](mailto:firechief@northernazfire.com)

Northern Arizona Fire District

2600 Northern Ave

Kingman, AZ 86409

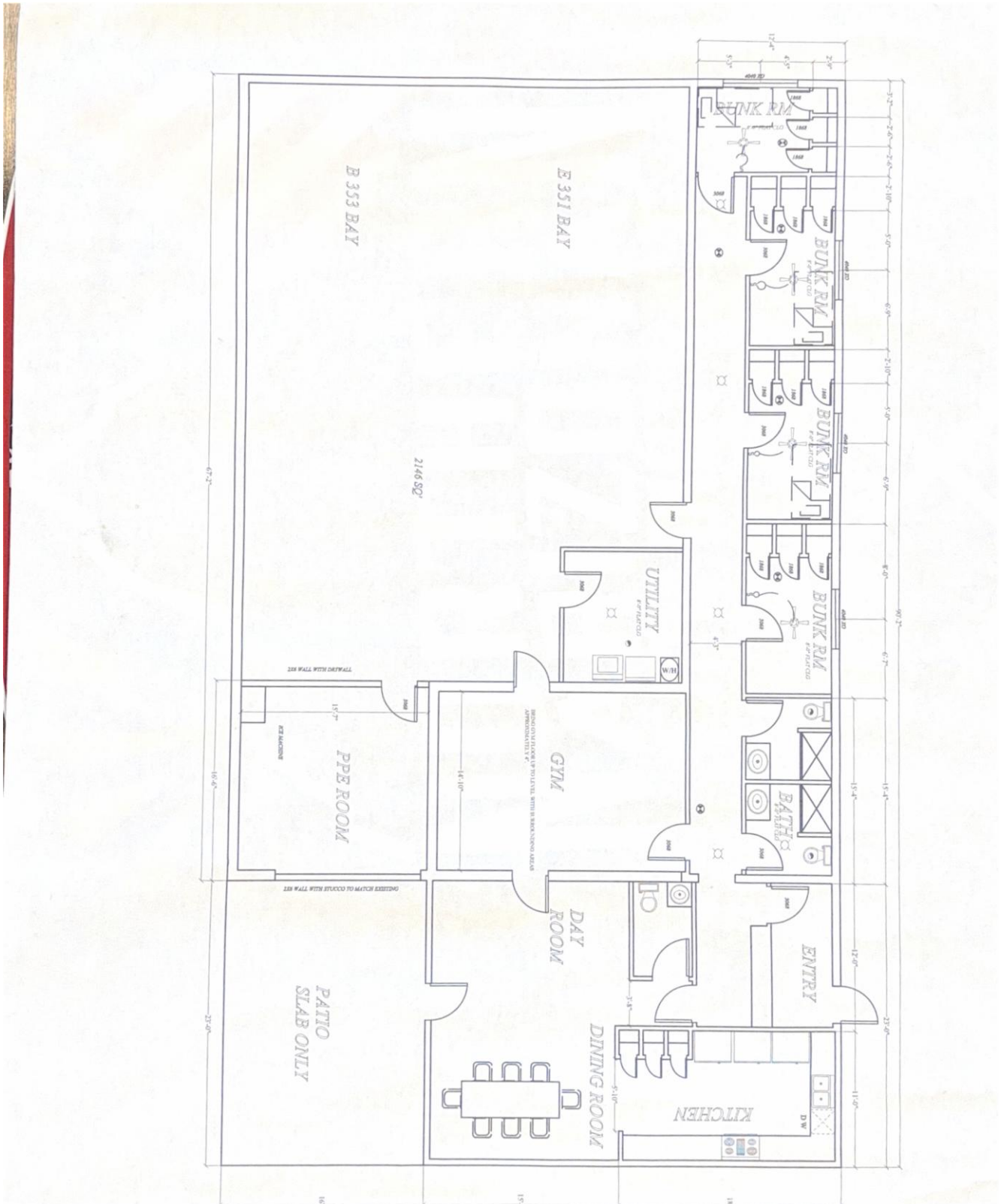
Questions must be received in writing by 3:00 P.M. Monday, Sept 17, 2026. Responses to questions will be posted to the district's website, at the address above, by close of business, Thursday, September 17, 2026, by addendum.

***Verbal inquiries, in person or by telephone, will not be answered.***

### **Conceptual Diagrams:**

- Conceptual Finish View
- Existing Site Plan
- Existing Floor Plan

- Draft New Floor Plan
- Draft New Floor Plan - Annotated
- Draft Elevations



Floor Plan

**NORTHERN ARIZONA FIRE DISTRICT  
CONSTRUCTION MANAGER AT RISK  
PRECONSTRUCTION CONTRACT  
PRECONSTRUCTION PHASE SERVICES  
PROJECT NO.  
CONTRACT NO. 2027-01 NAFD**

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**NORTHERN ARIZONA FIRE DISTRICT  
CONSTRUCTION MANAGER AT RISK  
PRECONSTRUCTION CONTRACT**

**PROJECT NO.  
CONTRACT NO. 27- 01 NAFD**

**THIS CONTRACT**, entered into this day of \_\_\_\_\_, 20\_\_ , by the Northern Arizona Fire District an Arizona municipal corporation , (the “DISTRICT”) and \_\_\_\_\_, an, (the "CONSTRUCTION MANAGER AT RISK" or “CMAR”).

**RECITALS**

- A. The Fire Chief of Northern Arizona Fire District is authorized by provisions of the NAFD Code to execute Contracts for construction services.
- B. The district intends to construct the Fire Station #35 Remodel Project, as described in Exhibit A attached, and referred to in this Contract as the “Project,” located at 9667 Concho Dt Kingman, AZ 86401.
- C. To undertake the design of the Project, the district has worked with BASCAD, who is referred to as the “Design Professional.”
- D. The district 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 district’s discretion, the district may enter into a separate CMAR 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 district and the CMAR as follows:

**ARTICLE 1 - BASIC PRECONSTRUCTION PHASE SERVICES**

**1.0 GENERAL**

- A. The CMAR, to further the interests of the district, will perform the services required by this Contract, and in accordance with this Contract, to the satisfaction of the Contract.
- B. Administrator, exercising the degree of care, skill and judgment, a professional construction manager performing similar services in Kingman, AZ 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.
- C. Initial Program Evaluation: The CMAR will provide an initial written evaluation of the district’s Project with recommendations as to the requirements of the Project and the Project’s budget. The district and the CMAR will identify an acceptable time frame by which the CMAR will provide initial program evaluation.
- D. The CMAR, when requested by the district 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 plan (the “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 Agreements (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 district, 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 district.

## **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 members’ 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 district approval. The CMAR will use scheduling software to develop the Project Schedule that is acceptable to the district. 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 district, the Design Professional and the CMAR including all construction phase activities based on the input received from the district and the Design Professional. The Project
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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) district'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 district's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Substantial Completion and when the Work would be ready for final acceptance.

- 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 shall adhere to the project schedule. 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 progress achieved vs. planned, any concerns regarding delays or potential delays, and any recommendations for mitigating actions.

- 1. Project Phasing (Optional): At the district's direction, the CMAR will review the design and make recommendations for phased construction. If phased construction is appropriate and the district and Design Professional approve, the CMAR will review the design and recommend phased issuance of Construction Documents to facilitate phased construction of the Work. The CMAR will consider 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 the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design periodically; and other factors that may impact the cost estimate, GMP Proposals or the Project Schedule.
- B. The CMAR will recommend, with district 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 document through the preconstruction phases. 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 Drawings and Specifications related to proposed Site improvements, excavation, and the foundation as well as other errors and

omissions the 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 biddability 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. Biddability 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 district 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 district, the CMAR will meet with the district and Design Professional to discuss any of the CMAR's findings and review 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 district 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 district's instruction the CMAR will provide value engineering at various stages throughout the Project. The Project Team, with approval by the district, 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 district 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 district will make the final determination.

B. If any estimate submitted to the district exceeds previously accepted estimates or the district's Project budget, the CMAR will make appropriate recommendations on methods and materials to the district 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 district's requirements.

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 district and the Design Professional informed as to the major trend changes in costs relative to the Town's budget.

D. If requested by the district, the CMAR will prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the district 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 district with reasonable notice, the district will request the CMAR to provide a GMP, or series of GMP's if the CMAR determines phased construction would be in the district'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. Buy out savings are any savings of the CMAR's GMP at the conclusion of the selection of Subcontractors. Buy out savings may be used during construction by the

district as a district Project Contingency. Unused savings will be returned to the district.

3. Any savings realized during construction may be incorporated into the construction of the Project to fund additional scope items. Unused savings will be returned to the district.

B. The Total Costs of the Work (Direct Costs), plus the CMAR Indirect Costs, plus taxes, plus the district's Project Contingency equals the Total GMP. The GMP is composed of the following actual costs, not-to-exceed cost reimbursable, fixed fee or lump sum amounts defined below:

1. The Total Cost of the Work (Direct Costs) 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 direct costs incurred by the CMAR 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 Indirect Costs.
2. The CMAR's Indirect Costs include the General Conditions, Payment and Performance Bonds, Insurance, the CMAR Construction Fee and Taxes.
  - a. The General Conditions Costs are a negotiated fixed fee 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.
  - b. Payment Bonds, Performance Bonds and Insurance are actual costs applied to Cost of Work and General Conditions Costs as detailed in the GMP Proposal.
  - c. The CMAR Construction Fee is a negotiated fixed fee that is proposed by the CMAR for the Project as defined in Article 8. It is for management and related services of the CMAR Project.
  - d. 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 the Mohave County (sales) Tax Licenses. To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<https://azdor.gov/forms/tpt-forms/joint-tax-application-tpt-license>

To obtain a Mohave County Business License Application, please go to the following website: <https://www.mohave.gov/departments/procurement/business->

[licenses-within-the-county/](#) The district's Project Contingency is defined in Article 8. Item is to be used at the sole discretion of the district to cover any increases in Project costs that result from district directed changes or unforeseen Site conditions. The district'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. Taxes will be applied by the CMAR at the time of the district's Project Contingency is an additional negotiated Construction Fee.

3. 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 district as set forth in Exhibit C, attached, and by reference made a part of this Contract. The district may request a GMP Proposal for any 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, and district'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 district'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 district'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 a CMAR Construction Contract is negotiated with the CMAR following review and acceptance of the GMP Proposal pursuant to Section 1.7, all GMP savings resulting from a lower actual Project cost than anticipated by the CMAR will revert to the district. The form CMAR Construction Contract once negotiated will be attached hereto as Appendix D.

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

- A. The CMAR will meet with the district and the Design Professional to review any GMP Proposal(s) and review the written statement of its basis. In the event the district 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 district 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 district may require the CMAR to reconfirm its GMP Proposal. The CMAR will accept the independent third parties 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 district's request.
- C. If design changes are required during the review and negotiation of GMP Proposals, the district 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 district in writing if any revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.
- D. 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.
- E. The CMAR may then be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the district. At that time the district may do one of the following:
  - 1. Accept the CMAR original or revised GMP Proposal, if within the district's budget, without comment.
  - 2. Accept the CMAR original or revised GMP Proposal that exceeds the district'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 district 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. In the event the district terminates this Contract pursuant to this Section 1.7.E.3 all Deliverables in process shall be delivered to the district and the district may deliver to any successor to the CMAR any and all deliverables provided by the CMAR to the district pursuant to this agreement.

## **1.8 SUBCONTRACTOR AND SUPPLIER SELECTIONS**

- A. The CMAR will select Subcontractors and Suppliers, subject to first obtaining the district's approval. This may occur before or after submission of a GMP Proposal in accordance with this Section 1.8 and Exhibit C. 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 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 district for approval pursuant to Exhibit C and 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). The Subcontractor selection plan must be consistent with the selection requirements included in this Contract and Exhibit C.

B. Selection by qualifications only - The district 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 district in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the district with its review and recommendation. The selection plan will be the CMAR's selection plan approved by the district or the district'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 State the requirements for the project, such as drawings and descriptive literature; and
  - c. State the criteria for evaluating the qualifications; and  
A closing date and time for receipt of a statement of qualifications and the location where the statements should be delivered or mailed; and
  - d. A statement that discussions may be held; and
  - e. 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 respondents who submitted statements of qualifications. Those respondents 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 respondent of the determination, and the respondent will not be given an opportunity to amend its statement of qualifications further.
7. The CMAR may conduct discussions with any respondent who submits an acceptable or potentially acceptable statement of qualifications. During discussions, the CMAR will not disclose any information derived from any other respondent'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 district, no change in the recommended Subcontractors/ Suppliers will be allowed.

F. Selection by qualifications and competitive bid – The CMAR will apply the Subcontractor selection plan stated above if previously approved by the district in the CMAR’s evaluation of the qualifications of subcontractors/suppliers by providing the district with its process to prequalify prospective subcontractors/suppliers. Selection may not be based on price alone. All Work for Subcontractors and 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 and the CMAR does not elect to comply with the following procedures in step 3 of its competitive bid process. The CMAR may elect to comply with the following procedures in step 2 of its competitive bid process. 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 district to submit less than 3 names. Without first giving written notice to the district, no change in the recommended Subcontractors/ Suppliers will be allowed.

1. If the district 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 district.

2. The CMAR will distribute Drawings and Specifications, and when appropriate, conduct a pre-bid 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.

3. 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 district concurs that in order to ensure 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).)

G. If after receipt of sub-bids or after award of Subcontractors and Suppliers, the district 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.

1. Any higher costs due to the district’s rejection and substitution of a CMAR’s nominated Subcontractor/Supplier or to any self-performed Work will be reflected in the Total GMP. The CMAR’s proposed GMP for the Work or portion of the Work will be correspondingly adjusted to reflect the higher costs. The district at its sole discretion will either:

- a. Correspondingly increase the CMAR’s Total GMP; or

b. Correspondingly decrease the district's Project Construction Contingency without change to the CMAR's Total GMP.

2. Any lower costs due to the district's rejection and substitution of a CMAR's nominated Subcontractor/Supplier or to any self-performed Work will be added to the district's Project Construction Contingency.

3. Under no circumstances will the district'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**

- 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**

- A. 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 district.
- B. 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 district, 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 district 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**

- A. Based on the preconstruction phase services fee proposal submitted by the CMAR and accepted by the district (which by reference is made a part of this Contract); the district will pay the CMAR a fee not to exceed \$ (CMAR Construction Fee)

### **3.1 PAYMENTS**

- A. Requests for monthly payments by the CMAR will be submitted to the Contract Administrator on the district'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. 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. 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.
- B. 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 district 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 district of any of its legal rights.
- C. 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 district suspends the Work for 181 consecutive days or more, the suspension will be a Contract termination for convenience.

## **ARTICLE 4 – DISTRICT'S RESPONSIBILITIES**

The district, at no cost to the CMAR, will furnish the following information:

- A. One copy of data the district 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 district employee or district'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 district 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 district's Procurement Code.

The district 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 District and the Design Professional.
- B. Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CMAR.
- C. Provide the CMAR with adequate information in its possession or control regarding the district's requirements for the Project.
- D. Give prompt written notice to the CMAR when the district 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.

The district's Contract Administrator will have authority to approve the Project Budget as may be authorized by the district's Council if necessary and Project Schedule and render decisions and furnish information the Contract Administrator consider appropriate to the CMAR.

## **ARTICLE 5 - CONTRACT CONDITIONS**

### **PROJECT DOCUMENTS AND COPYRIGHTS**

- A. District 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 district and are to be delivered to the Contract Administrator before the final payment is made to the CMAR; provided, however, the 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, to the extent permitted by law the district agrees to hold the CMAR harmless to the extent permitted by law, from the legal liability arising out of or resulting from the district's alteration, modification or adaptation of the Project Documents.
- B. CMAR to Retain Copyrights: Subject to Section 5.A, the copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship pre-existing 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.
- C. License to district for Reasonable Use: without limiting section 5.A, the CMAR grants, and will require its Subcontractors to grant a license to the district, 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 district 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**

- A. 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 district 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 district.

## **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 district. But before any altered or modified Work begins, a Change Order or Amendment will be approved and executed by the district and the CMAR. This Change Order or Amendment will not be effective until approved by the district. To the extent authorized by

the district code and district board approval. 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 district 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 from the district will be at the CMAR's sole responsibility, cost, and expense, and the CMAR agrees that without first obtaining written authorization from the district, 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 district to the extent allowed by law.
- C. Except for Subcontractors, Material and Equipment Suppliers, Consultants or other like parties necessary to complete the Work or as required by the district, the CMAR will not divulge data to any third party without first obtaining the written consent of the district. 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

district, the CMAR will first notify the district, as provided in this Article, of the request or demand for the data. The CMAR will timely give the district sufficient facts, so that the district can have a meaningful opportunity to either give its consent or take any action that the district 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 district 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 district 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**

- A. Before the start of any Work or Deliverable under this Contract, the CMAR will submit to the district an organization chart for the CMAR staff and Subcontractors and detailed resumes of key personnel listed in its response to the district's Request for Qualifications or subsequent fee proposals (or any revisions), who will be involved in performing the services described in this Contract. Unless the district objects, the district acknowledges its acceptance of personnel to perform these services under this Contract. In the event 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 district 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 district 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 district, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the district objects, with reasonable cause, to any of the CMAR's staff, the CMAR will take prompt corrective action acceptable to the district and, if required, remove the personnel from the Project and replace or add with new personnel acceptable to the district.

## **5.5 INDEPENDENT CONTRACTOR**

- A. CMAR is and will be an independent contractor and not an employee or agent of the district and whatever measure of control the district 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 district 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**

- A. The district 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.
- B. Termination for Convenience: The district 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 district 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 district. The CMAR will appraise the Work completed and submit an appraisal to the district for evaluation. The district 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 district, 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 district 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 district 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 district upon request, with adequate assurances of future performance will all be causes allowing the district 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 district 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 district law, regulation or ordinance, the district may cancel this Contract immediately upon giving notice and an opportunity to cure to the CMAR. In the event the district cancels this Contract or any part of the services contracted for, the district 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 district 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 district. Use of incomplete data will be at the district'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 district may withhold any payments to the CMAR for the purpose of setoff until the exact amount of damages due the district from the CMAR is determined by the parties or by a court of competent jurisdiction.
- C. The district and the CMAR agree to the full performance of the covenants contained in this Contract, except that the district 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.

- D. The CMAR, upon termination, cancellation, or abandonment, will promptly deliver to the district all reports, estimates and other Work or Deliverables entirely or partially completed, together with all unused materials supplied by the district.
- E. The CMAR will appraise the Work completed and submit an appraisal to the district for evaluation. The district will have the right to inspect the CMAR's Work or Deliverables to appraise the Work completed.
- F. 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 district. 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 district 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.
- G. If the district 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**

- A. If the District Board of Directors does not appropriate funds to continue this Contract and pay for Contract charges, the district may terminate this Contract at the end of the current fiscal period. The district 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**

- A. 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**

- A. The district, in compliance with Title 34 of the Arizona Revised Statutes, reserves the right to withhold funds from the district's progress payments up to the amount equal to the claims the district 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 district and the CMAR will be kept on a generally recognized accounting basis. The district, 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 district 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 district in excess of 1% of the total contract billings, the actual cost of the district's audit will be reimbursed to the district 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 district'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 district, 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 district 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 district 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.

## **INDEMNIFICATION**

- A. To the fullest extent permitted by law, the CMAR, its successors, assigns and guarantors, up the assertion of a claim, will defend, indemnify and hold harmless the Northern Arizona Fire District, its agents, representatives, officers, directors, officials, officers and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable 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 district shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the district, 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 district, its officers, officials, agents, and employees for losses arising from the work performed by the CMAR for the district. 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.

- B. The obligations under this Section 5.11 survive the termination of this Agreement.

## 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 District:           | Northern Arizona Fire District   |
|                        | Fire Station #35 Capital Project |
|                        | 9667 N Concho Dr.                |
|                        | Kingman, AZ 86401                |
| To CMAR:               |                                  |
| To Design Professional | BASCAD                           |
| Copy to:               | Brian Grant, Fire Chief          |
|                        | 2600 Northern Ave                |
|                        | Kingman, AZ 86409                |
|                        |                                  |

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

## 5.13 INTELLECTUAL PROPERTY

- A. The CMAR will pay all royalties and license fees associated with its performance of services under this Contract.
- B. The CMAR will defend any action or proceeding brought against the district 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 district 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 district from and against all damages, expenses, losses, royalties, profits and costs, including but not limited to reasonable attorneys' fees and expenses awarded against the district or the CMAR in any action or proceeding. The CMAR agrees to keep the district informed of all developments in the defense of the actions. The district may be represented by and actively participate through its own counsel in any suit or proceedings if it so desires.
- C. If the district 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
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copyright or (b) replace the Work with Work that does not infringe or violate any patent or copyright.

- D. 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 district and not offered or recommended by the CMAR to the district or (b) arising from modifications to the Work by the district or its agents after acceptance of the Work, or (c) relating to the copyrights of any specification, drawing, or any Design documents provided by the district, the Design Professional, any Consultant retained by the district, or by a Subcontractor or Supplier.
- E. 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 district, 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 district. 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 district 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 district;
  - 2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the district; 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 district.
- C. The CMAR represents that except for those persons, entities and projects identified to the district, 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 district.
- 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**

- A. Before any award of this Contract, the CMAR must provide to the district'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**

- A. 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 district. In no event will any contractual relationship be created or be construed to be created as between any third party and the district

## **5.17 FORCE MAJEURE**

- A. 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**

- A. The fee listed in this Contract includes any and all taxes applicable to the activities under this Contract. The district 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 district harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

## **5.19 NON-WAIVER PROVISION**

- A. 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**

- A. 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, Mohave 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**

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

## **5.22 MODIFICATION**

- A. 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**

- A. 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 district 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 district 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**

- A. 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**

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

## **5.26 THIRD PARTY BENEFICIARY**

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

## **5.27 COOPERATION AND FURTHER DOCUMENTATION**

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

## **5.28 CONFLICT IN LANGUAGE**

- A. The performance of all Work or Deliverables will conform to all applicable district 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**

- A. 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**

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

### **5.31 STATUTORY REQUIRED PROVISIONS**

- A. All parties to this Contract acknowledge that this Contract is subject to cancellation by the Northern Arizona Fire District as provided by the provisions of Section 38-511, Arizona Revised Statutes. Pursuant to A.R.S. § 35-394, as may be amended, unless exempt, the CMAR hereby certifies that it does not use, and agrees not to use during the term of the Contract, any of the following: forced labor of ethnic Uyghurs in the People's Republic of China; any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

- A. In addition to the Northern Arizona Fire District, 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.

### **5.33 WARRANTY**

- A. CMAR warrants any all Work, materials and equipment provided the district pursuant to this Agreement for a period of two years after a certificate of occupancy is issued for the Facility.

## **ARTICLE 6 – INSURANCE**

### **6.0 INSURANCE REQUIREMENTS**

- A. Concurrently with the execution of this Contract, the CMAR must furnish the district 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 district 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 district will not pay for higher limits, but if the CMAR pays for insurance with higher limits, the CMAR will name the district 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 district. If not approved, the district may require that the insurer reduce or eliminate any self-insured retentions with respect to the district, 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. <u>Commercial General Liability-Occurrence Form</u>                         |             |
| 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. <u>Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles</u> |             |
| Combined Single Limit Per Accident                                             | \$1,000,000 |
| For Bodily Injury and Property Damage                                          |             |
| C. <u>Workers' Compensation and Employers Liability</u>                        |             |
| 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 Northern Arizona Fire District, 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 District, 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 district, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the district, 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 district, its officers, officials, agents, and employees, for losses arising from Work performed by the CMAR for the district.
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 Northern Arizona Fire District, 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 district, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by the CMAR for the district.
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 district, 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 district. It is also agreed that any insurance or self-insurance coverage of the district is secondary to CMAR's coverage and will not contribute to it.

### **6.3 NOTICE OF CANCELLATION**

- A. 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 district 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:

**NAFD Project Manager 2027-01**  
[firechief@northernazfire.com](mailto:firechief@northernazfire.com)  
**2600 Northern Ave**  
**Kingman, AZ 86409**

### **6.4 ACCEPTABILITY OF INSURERS**

- A. 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 district 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 districts Certificates of Insurance (ACORD form or equivalent) 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 district 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 Northern Arizona Fire District, Project Manager 2027-01. The Project number and Project description must be included on the Certificates of Insurance. The district reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

## **6.6 APPROVAL**

- A. Any modification or variation from the insurance requirements in this Contract must be approved by the Northern Arizona Fire District, 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**

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

## **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**

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the district 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 district, the district'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.

#### **7.4 NO BOYCOTT OF ISRAEL**

By submitting a quote/proposal/bid and/or entering into a contract with the district, the vendor/company certifies that they are not currently engaged in and agrees for the duration of the Contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

### **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 (if any) by the district 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 district requirements.

**Change Order** - A written order signed by an authorized representative of the district and CMAR and which approves changes in the total compensation or time allowed for completion of services as permitted by the district Code.

**District or Owner** – Northern Arizona Fire District, an Arizona special taxing district.

**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 pre-construction and if awarded 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.

**District's Project Contingency** - means a fund to cover cost growth during the Project used at the

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

Contract ("Contract") - This written document signed by the district 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.

CMAR Construction Fee – Means the negotiated fixed fee per Section 3.0.

Contract Documents - means the following items and documents in descending order of precedence executed by the district 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, 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 general conditions, CMAR's construction fee, taxes, bonds, or insurance costs.

Day - Calendar Day 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 district. 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

\_\_\_\_\_, a \_\_\_\_\_.

**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 district. 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 district 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, and district’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 Cost of the Work, General Conditions, Taxes, Bonds, Insurance) or portions of the 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 the General Conditions, Payment and Performance Bonds, Insurance, the CMAR Construction Fee and Taxes.

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 district 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 district 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 district 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 district and the CMAR, as required by A.R.S. § 34-603(C). 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 district's representatives and other stakeholders who are responsible for making decisions regarding the Project.

Project Schedule – As defined in Section 1.2.

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 – 9667 N Concho Dr, Kingman, 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, workers, 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 district 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 Mohave County Building Official and local authorities (Certificate of Occupancy);
- (b) issuance of elevator permit;
- (c) demonstration to the district that all systems are in place, functional, and displayed to the district or its representative;
- (d) installation of all materials and equipment;
- (e) district review and acceptance of all systems;
- (f) district review and acceptance of draft O&M manuals and record documents;
- (g) district 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)

**Northern Arizona Fire District** by its Board Chairman and Board Clerk have subscribed their names this day of \_\_\_\_\_, 2026.

CONSTRUCTION MANAGER AT RISK:

Name Printed: \_\_\_\_\_, President

The Northern Arizona Fire District,  
an Arizona special taxing district

John Bryant, Board Chairman

ATTEST:

Jim Bell, Board Clerk

APPROVED AS TO FORM:

By: Donna Aversa  
District Attorney

## **EXHIBIT “A” SCOPE OF WORK**

### **Request for Qualifications (RFQ) 2027-01 CM@Risk Services for the Remodel of the district’s Fire Station**

#### **PROJECT OVERVIEW - SCOPE OF WORK**

This document will serve as the **Referenced Exhibit “Appendix - A”** from the recent Northern Arizona Fire District RFQ 2027-01 and provide some additional overview information related to the district’s remodel and renovation project. The goal is to provide a quick overview of the project and answer some initial questions. The Facility is currently used by the Northern Arizona Fire District to provide comprehensive, all-hazard emergency fire and medical services for the subdivision of Valle Vista – Kingman, AZ 86401.

Currently, there is an existing one-story, 3,900 sq/ft building on a 40,628 sq/ft irregular lot that serves as the primary Fire Station #35 for the Northern Arizona Fire District. This structure was initially built in 1990 as a volunteer Fire Station. In its current form, it houses two (2) personnel from Engine 351 and cross-staffs B 356 on a 24/7 basis.

- Project Address: 9667 N. Concho Dr., Kingman, AZ 86401.
- Coordinate and work collaboratively with the District, its Design Professional, BASCAD, and other local stakeholders, as needed, to evaluate design and construction options.
- No structural changes are anticipated. The existing exterior building footprint and overall exterior layout shall remain unchanged.
- Maintain primary vehicle access to and from Concho Drive.
- Provide accommodations for a maximum of four (4) 24/7 bunk rooms, with bedroom windows located on exterior walls.
- Provide appropriate, secure parking for emergency vehicles and apparatus.
- Two apparatus bays with replacement/new bay doors.
- Increase and improve work, training, storage, and living areas, including:
  - Additional storage rooms.
  - Two (2) new full bathrooms.
  - Remodel one (1) existing full bathroom into a half bathroom.
  - Ethernet/data cabling in all rooms.
  - Ceiling fans.
  - Doorbells.
  - LED interior and exterior lighting.
  - Replacement of the exterior door.
  - Interior painting.
  - Plumbing modifications as required to support the proposed improvements.
- Open the existing CMU wall to improve hallway access and circulation.
- Provide landscaping improvements along the south side and southeast corner of the property.
- Maintain the existing exterior building design and footprint. Proposed exterior finishes shall include a gray paint scheme with Crabapple Red trim.
- Provide exterior lighting for parking areas and the patio.
- Provide adequate parking for:

- Staff: North side of the property.
  - Public/visitors: South side of the property.
- Provide asphalt paving along the side, front, and rear areas of the lot, approximately 17,974 square feet.
  - Provide cured concrete flooring throughout applicable renovated areas.
  - Where required, provide approximately 3 inches of additional concrete (“float”) to accommodate existing subfloor elevations and maintain consistent finished floor elevations with the remainder of the structure.
  - Provide a concrete front apron, approximately 1,600 square feet.
  - Provide a concrete patio, approximately 240 square feet.
  - Consolidate electrical service into one electrical panel and provide a generator transfer switch.
  - Reference applicable NFPA fire station design standards and guidance, particularly provisions addressing firefighter health, contamination mitigation, infection control, and occupant safety.
  - Use the 2021 International Building Code (IBC) and 2021 International Fire Code (IFC) as baseline code documents, subject to applicable local amendments and requirements.
  - Evaluate opportunities to phase construction, particularly between the living-quarters and apparatus-bay portions of the project.
  - Where feasible, develop a construction approach that allows the facility to remain operational during renovation, while maintaining appropriate safety and separation between construction activities and District operations.

Additional information and the RFQ can be accessed at: <https://www.northernazfire.com/bids>.

For additional questions or to set up a site visit, please contact the NAFD Project Manager  
– Brian Grant @928-757-3151.

**EXHIBIT “B” SUBMITTAL REQUIREMENTS FOR THE GMP**  
**GMP submittal, one copy for review.**

Two (2) copies will be requested by the NAFD Capital Project Management prior to contract execution. GMP Cost Model Exhibit Contents:

1. Scope of Work
  2. Summary of the GMP
  3. Schedule of Values – Direct and Indirect cost summary: Unit prices and quantity take-offs using the Town’s standard pay items; Details of all allowances and unit price work shown and specified in the detailed design documents; All fixed equipment, site improvements, and utility and equipment installations; Field Office overhead; Home Officer overhead; Bonds, taxes, insurance; The CMAR Contractor’s fee (percentages for self-performed work and subcontractor work when different).
  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 showing required construction items
- 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 district 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:
  - 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: material costs, equipment costs, labor costs, hourly labor rates, and total cost. Labor costs shall include the employee classification, benefits, payroll taxes and other payroll burdens. The total cost for any portion of the work to be performed by subcontractors shall include subcontractor overhead and profit. Production rates, transportation and other facilities and services necessary for the proper execution of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work. Copies of quotations from subcontractors and suppliers. Memoranda, narratives, consultant’s reports, and all other information used by the CMAR Contractor to arrive at the GMP. The GMP must include all assumptions, descriptions, and a breakdown of all allowances.

**EXHIBIT “B”**  
**GMP SUMMARY AMOUNT**  
**COST OF THE WORK - DIRECT COSTS AMOUNT**

**CMAR COST OF THE WORK / GMP PROPOSAL FORM**

**Project:** \_\_\_\_\_

**Project Address:** 9667 N. Concho Dr., Kingman, AZ 86401

**CMAR:** \_\_\_\_\_

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

**DIRECT COSTS**

| Item     | Description                                                                                             | Amount   |
|----------|---------------------------------------------------------------------------------------------------------|----------|
| <b>A</b> | <b>Sub-Contractors' Cost of the Work</b> — Labor, Materials, Equipment, Warranty, Insurance, and Profit | \$ _____ |
| <b>B</b> | <b>CMAR Self-Performed Cost of the Work</b> — Labor, Materials, Equipment, and Warranty                 | \$ _____ |
| <b>C</b> | <b>Total Cost of the Work (A + B)</b>                                                                   | \$ _____ |

**INDIRECT COSTS**

| Item     | Description                                                                                         | Amount   |
|----------|-----------------------------------------------------------------------------------------------------|----------|
| <b>D</b> | <b>General Conditions</b> — Negotiated Amount                                                       | \$ _____ |
| <b>E</b> | <b>Total Cost of the Work + General Conditions Fee (C + D)</b>                                      | \$ _____ |
| <b>F</b> | <b>CMAR Construction Fee</b> — _____ % of E or Negotiated Fixed Fee                                 | \$ _____ |
| <b>G</b> | <b>Payment and Performance Bonds</b> — Based on E (Total Cost of the Work + General Conditions Fee) | \$ _____ |
| <b>H</b> | <b>Insurance</b> — Additional CMAR insurance not provided in the Total Cost of the Work             | \$ _____ |
| <b>I</b> | <b>Subtotal Direct + Indirect Costs (E + F + G + H)</b>                                             | \$ _____ |
| <b>J</b> | <b>Taxes</b> — Actual reimbursable costs, limited to the Not-to-Exceed amount                       | \$ _____ |
| <b>K</b> | <b>PROJECT SUBTOTAL (I + J)</b>                                                                     | \$ _____ |
| <b>L</b> | <b>OWNER'S PROJECT CONTINGENCY</b> — As determined by the Northern Arizona Fire District            | \$ _____ |
| <b>M</b> | <b>TOTAL GMP — NOT TO EXCEED (K + L)</b>                                                            | \$ _____ |

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## FEE AND COST DETAIL

**CMAR Construction Fee:** \_\_\_\_\_ %

**Negotiated Fixed Fee, if applicable:** \$ \_\_\_\_\_

**General Conditions:** \$ \_\_\_\_\_

**Payment and Performance Bonds:** \$ \_\_\_\_\_

**Additional Insurance:** \$ \_\_\_\_\_

**Tax Not-to-Exceed Amount:** \$ \_\_\_\_\_

**Owner's Project Contingency:** \$ \_\_\_\_\_

## GMP SUMMARY

**Total Cost of the Work:**  
\$ \_\_\_\_\_

**General Conditions:**  
\$ \_\_\_\_\_

**CMAR Construction Fee:**  
\$ \_\_\_\_\_

**Payment and Performance Bonds:**  
\$ \_\_\_\_\_

**Additional Insurance:**  
\$ \_\_\_\_\_

**Taxes:**  
\$ \_\_\_\_\_

**Owner's Project Contingency:**  
\$ \_\_\_\_\_

## TOTAL GUARANTEED MAXIMUM PRICE (GMP) — NOT TO EXCEED

\$ \_\_\_\_\_

## CMAR CERTIFICATION

The undersigned certifies that the amounts provided on this form accurately represent the CMAR's proposed costs, fees, bonds, insurance, taxes, and other costs associated with the Project. The undersigned further acknowledges that the **Total GMP identified in Item M is a Not-to-Exceed**

**amount**, subject to the terms, conditions, allowances, contingencies, and modifications established in the CMAR agreement and procurement documents.

**CMAR Firm:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

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

**OWNER / DISTRICT REVIEW**

**Reviewed By:** \_\_\_\_\_

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

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

**Approved GMP: \$** \_\_\_\_\_

**Board Approval Date:** \_\_\_\_\_

**Resolution/Action No.:** \_\_\_\_\_

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.

**PLANS AND SPECIFICATIONS USED FOR PREPARATION OF GMP**

**Project:** \_\_\_\_\_

**Project Address:** 9667 N. Concho Dr., Kingman, AZ 86401

**CMAR:** \_\_\_\_\_

**GMP No.:** \_\_\_\_\_

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

**1. PLANS AND SPECIFICATIONS**

Provide a complete list of the Plans and Specifications used in preparation of the Guaranteed Maximum Price (GMP) proposal. The list shall identify the document title/description, drawing or specification number, latest issuance date, and all applicable addenda incorporated into the GMP.

| No. | Plan / Specification Title | Drawing / Specification No. | Latest Issuance Date | Addenda Incorporated |
|-----|----------------------------|-----------------------------|----------------------|----------------------|
| 1   | _____                      | _____                       | _____                | _____                |
| 2   | _____                      | _____                       | _____                | _____                |
| 3   | _____                      | _____                       | _____                | _____                |
| 4   | _____                      | _____                       | _____                | _____                |
| 5   | _____                      | _____                       | _____                | _____                |
| 6   | _____                      | _____                       | _____                | _____                |
| 7   | _____                      | _____                       | _____                | _____                |
| 8   | _____                      | _____                       | _____                | _____                |
| 9   | _____                      | _____                       | _____                | _____                |
| 10  | _____                      | _____                       | _____                | _____                |

**Additional Plans/Specifications Attached:** ☐ Yes ☐ No

**Additional Addenda Attached:** ☐ Yes ☐ No

## 2. ADDENDA INCORPORATED

The following addenda were reviewed and incorporated into the preparation of this GMP proposal:

| Addendum No. | Issuance Date | Description / Major Changes | Incorporated into GMP                                    |
|--------------|---------------|-----------------------------|----------------------------------------------------------|
| _____        | _____         | _____                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____        | _____         | _____                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____        | _____         | _____                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |

|       |       |       |                                                          |
|-------|-------|-------|----------------------------------------------------------|
| _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |

### 3. PLANS USED FOR PREPARATION OF GMP NO. \_\_\_\_\_

The plans identified above, including all applicable revisions and addenda, represent the documents used by the CMAR in preparing the GMP proposal.

**The plans used for preparation of the GMP shall be date stamped and signed by the CMAR, Design Consultant, and Project Manager.**

#### CMAR

**Company:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Date Stamp:**

#### DESIGN CONSULTANT

**Firm:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Date Stamp:**

#### PROJECT MANAGER

**Name/Organization:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Date Stamp:**

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#### 4. CERTIFICATION

By signing below, the parties acknowledge that the Plans and Specifications identified in this form, including the listed revisions and addenda, were the documents used in the preparation of **GMP No.** \_\_\_\_\_.

The signed and date-stamped plan set shall be maintained as part of the official GMP documentation and project record.

| Role                         | Printed Name | Signature  | Date       |
|------------------------------|--------------|------------|------------|
| <b>CMAR</b>                  | _____<br>—   | _____<br>— | _____<br>— |
| <b>Design<br/>Consultant</b> | _____<br>—   | _____<br>— | _____<br>— |
| <b>Project<br/>Manager</b>   | _____<br>—   | _____<br>— | _____<br>— |

**GMP Proposal Date:** \_\_\_\_\_

**GMP Amount: \$** \_\_\_\_\_

**Revision No., if applicable:** \_\_\_\_\_

**EXHIBIT “C”**  
**NORTHERN ARIZONA FIRE DISTRICT SELECTION PLAN**  
**SUBCONTRACTOR AND SUPPLIER SELECTIONS**

The CMAR firm will select Subcontractors and Suppliers, subject to the district’s prior approval. This shall occur before submission of a GMP Proposal. subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors may not be selected based on price alone. Except as noted below, the selection of Subcontractors/Suppliers is the responsibility of the CMAR. In any case, the CMAR is solely responsible for the performance of the selected Subcontractors/Suppliers.

The CMAR will prepare a Subcontractor/Supplier selection plan and submit the plan to the District for approval. This subcontractor selection plan must identify those subcontractor trades anticipated to be selected by qualifications only per Section 2.8.2 and those subcontractor trades anticipated to be selected by qualifications and competitive bid in accordance with Section 2.8.3. 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 of this RFQ and the Design/Preconstruction Services Contract.

Selection by qualifications only - The district 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. The CMAR must apply the approved subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the district with its review and recommendation. The CMAR will negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

Selection by qualifications and competitive bid - The CMAR must apply the subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the district with its process to prequalify prospective subcontractors and suppliers. All Work for subcontractors and suppliers must then be competitively bid to the prequalified subcontractors unless a Subcontractor or Supplier was selected in accordance with paragraph 2.8.2 above.

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 warranting such, the CMAR may request approval by the district to submit less than 3 names. Without prior written notice to the district, no change in the recommended Subcontractors/Suppliers will be allowed.