

BROOKFIELD LAKIN, LLC,
A Delaware limited liability company

**REQUEST FOR QUALIFICATIONS,
INSTRUCTIONS TO RESPONDENTS,
PROJECT SPECIFICATIONS,
AND CONTRACT DOCUMENTS
DATED: February 22, 2019**

**CONSTRUCTION MANAGER AT RISK
ALAMAR COMMUNITY PARK - CMAR
RFQ/PROJECT #: EN 19-082**

BROOKFIELD LAKIN, LLC

REQUEST FOR QUALIFICATIONS

EN 19-082 ALAMAR COMMUNITY PARK - CMAR

- SOQ SUBMITTAL DUE DATE AND TIME:** MARCH 20, 2019 at 3:00 P.M. LOCAL AZ TIME
- SUBMITTAL LOCATION:** AVONDALE CITY HALL
11465 West Civic Center Drive
Avondale, Arizona 85323, Suite 200
c/o City Clerk
- PRE-SUBMITTAL MEETING**
DATE AND TIME: **Mandatory Meeting**
MARCH 4, 2019 at 9:00 A.M. LOCAL AZ TIME
LOCATION: Avondale City Hall
11465 West Civic Center Drive
Avondale, Arizona 85323
Sonoran Conference Room
- ISSUING OFFICE:** **Brookfield Lakin, LLC**
14646 Kierland Blvd., Suite 165
Scottsdale, Arizona 85258
E-mail: kim.duffy@brookfieldrp.com
- RFQ DOCUMENTS:** RFQ Documents will be available on the City of Avondale website: www.avondaleaz.gov/procurement released on February 22, 2019
- RFQ Documents, including conceptual site plan along with any addenda or supplemental information, may be downloaded at the City of Avondale website: www.avondaleaz.gov/procurement
- START AND COMPLETION OF WORK:** Work shall be completed in two (2) construction phases with Phase 1 starting no earlier than July 2020 and completion of Phase 2 shall finish no later than June 2022
- QUESTIONS:** **Kim Duffy via kim.duffy@brookfieldrp.com**
Senior Contracts Manager
Owner's Representative
All questions must be submitted via email only by **5:00 PM, MARCH 13, 2019**. Answers to questions and other clarifications will be in the final Addenda issued through the City of Avondale Website at on or before **5:00 PM MARCH 18, 2019**.
- LETTERS TO FINAL LISTED FIRMS:** April 1, 2019
- ORAL INTERVIEWS (IF SCHEDULED):** April 16, 2019
- ESTIMATED OWNER AWARD DATE:** April 22, 2019

PROJECT DESCRIPTION

RFQ/PROJECT NO. AND TITLE: EN 19-082 ALAMAR COMMUNITY PARK – CMAR

Introduction

The community park will be the third large scale, community-oriented park in the City of Avondale's park and open space system. Strategically located in the southern part of the City and within the new community of Alamar, this major park will provide added open space amenities for all residents and visitors to Avondale. Conveniently located northeast of the new alignment at Broadway and El Mirage Roads, the park also provides access from a series of strategically located trails that link throughout the Alamar community as well as City's overall network of pedestrian routes and open space.

At approximately 40 + acres, the new park is envisioned as the crown jewel of the City's parks and open system and will represent a continued commitment by City leaders to provide important opportunities for recreation, social engagement and health & wellness. A conceptual site plan can be downloaded as Exhibit 1 from www.avondaleaz.gov/procurement.

Learn Play Connect

These three key words (*learn/ play/ connect*) represent the mission of the newly updated City Parks and Recreation Master Plan prepared by the City. The goal for the new Alamar Regional Park is to compliment other City park facilities and to reinforce the mission for the City's open space amenities.

The park is envisioned to be organized around a series of outdoor "rooms" that will be geared towards numerous uses and amenities. While not considered a "sports park", the facilities will include a significant number of formal recreation fields and play courts which will mostly be situated at the northern portions of the property (note; some additional soccer fields/ multi-use open space will be strategically located at the south end of the park within the identified utility easements).

The "core" of the park is planned around a major "great lawn" in and around the center of the park. The open space area will be utilized for numerous passive and active functions and is envisioned to accommodate large and small groups of people. The amphitheatre, lake, dog park, splash pad, ramadas, playgrounds, garden sitting areas all "connect" to the great lawn and will provide a substantial diversity in use and activity.

All these planned activities and uses will be linked to a functional, safe and attractive network of roads and parking that will provide easy access into and out of the park. In addition, a major north-south park esplanade will provide convenient pedestrian access to all spaces and places throughout the park. The park is envisioned to have a significant amount of undulation and "shaping" to reinforce the sense of transitioning from "room" to "room". This aesthetic function will be reinforced with an intricate grading and drainage strategy for the park that allows storm water flows to move from north to south across the property. Creative solutions for on-site retention will also be utilized within proposed field areas. A generous desert-oriented landscape palette will complement the overall park design with an emphasis on shade, function and visual interest.

While no formal recreation buildings are proposed, the park will include a maintenance building complex, the park amphitheatre, a series of ramadas, shade structures and several comfort stations. These ramadas, shade structures and amphitheatre will all provide opportunities for creative park architecture that will reinforce the special and unique nature of the facility. Signage, site lighting and special art features will also reinforce the park's overall design, character and quality.

Collaboration and Logistics

The park is a joint venture between the City of Avondale and Brookfield Residential (the master developer for the Alamar community). The anticipated overall community park budget (design, permitting, approvals & construction) is approximately \$14,000,000. Execution and installation of the Alamar Community Park is anticipated to occur in two phases with the first phase starting no earlier than July 2020 and the second phase completed no later than June of 2022.

NOTICE TO PROSPECTIVE BIDDERS OR RESPONDENTS

THE WORK WHICH IS THE SUBJECT OF THIS RFQ IS NOT A CITY OF AVONDALE CAPITAL IMPROVEMENT PROJECT. THE SUCCESSFUL BIDDER OR RESPONDENT WILL EXECUTE CONTRACT DOCUMENTS, AS CONTAINED IN THE RFQ, WITH BROOKFIELD LAKIN, LLC, AND NOT WITH THE CITY OF AVONDALE, AND NOT WITH THE LAKIN COMMUNITY FACILITIES DISTRICT. THE WORK INCLUDED IN THIS RFQ IS THE SUBJECT OF A DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT AMONG DEVELOPER, BROOKFIELD RESIDENTIAL ARIZONA, THE CITY OF AVONDALE, ARIZONA, AND LAKIN COMMUNITY FACILITIES DISTRICT PURSUANT TO WHICH SUCH WORK MAY BE ACQUIRED FROM OWNER BY SUCH COMMUNITY FACILITIES DISTRICT. THE SUCCESSFUL CONTRACTOR WILL NOT HAVE RECOURSE, DIRECTLY OR INDIRECTLY, TO SUCH CITY OR COMMUNITY FACILITIES DISTRICT FOR ANY COSTS UNDER ANY CONTRACT OR ANY LIABILITY, CLAIM OR EXPENSE ARISING THEREFROM."

(The "Developer" as defined in Instruction 1 to this RFQ is the "OWNER" for purposes of the foregoing.)

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SOQ SUBMITTAL CHECKLIST

It is the Respondent's responsibility to be thoroughly familiar with all requirements and specifications. The following checklist is provided as a courtesy only, and is not binding upon the Owner nor does it modify, in any way, the terms or requirements of this RFQ, any applicable statutes, rules, regulations, or the Owner's purchasing policies.

- 1. Respondent has reviewed all instructions, terms and conditions, and specifications to ensure your response fully complies.
- 2. Any addenda have been reviewed and acknowledged on the form included in the RFQ. It is the Respondent's responsibility to obtain all addenda relevant to this solicitation via the Issuing Office or other means.
- 3. Insurance requirements have been reviewed and can be fully complied with.
- 5. The SOQ has been signed by an authorized representative of the firm. Unsigned responses will not be considered.
- 6. The Resolution of Board of Directors for corporate Respondent has been fully executed and included, or other proof of authorization required under this RFQ has been included.
- 7. The Non-Collusion Certification has been executed and included.
- 8. The W-9 Form is complete and included.
- 9. The Organizational Information Form has been fully and accurately completed and included.
- 10. The Reference Form has been accurately completed with the required type and number of references and included.
- 11. The specified number of copies, in the required formats, of Respondent's response has been included if more than one (1) copy is required.
- 12. The SOQ package and/or envelope have been identified with Respondent's name, RFQ Solicitation number and RFQ title.

INSTRUCTIONS TO RESPONDENTS

INSTRUCTION 1: DEFINED AND CONTROLLING TERMS

- 1.01 Definitions: Terms used in these Instructions to Respondents have the meanings indicated in the Contract, the General Conditions, the Project Specifications, Special Provisions, Contract Documents, Special Provisions, and Owner Purchasing Procedures, as applicable. Additional terms used in these Instructions to Respondents and any resulting contract[s] have the meanings indicated below:
- A. *CMAR* - The Construction Manager at Risk which enters into a Contract with Owner to construct the Project pursuant to this RFQ.
 - B. *Design Professional* – The engineer, architect or other design professional designated in the Contract Documents.
 - C. *Developer* – Brookfield Lakin LLC, a Delaware limited liability company.
 - D. *Developer Engineer* – The engineer designated by the Developer.
 - E. *District* – The Lakin Community Facilities District, an Arizona community facilities district formed by the Municipality.
 - F. *District Engineer* – The engineer designated by the District.
 - G. *Engineers* – Collectively the Developer Engineer and the District Engineer,
 - H. *Issuing Office* – The office from which the RFQ Documents are to be issued. The Issuing Office is set forth in the Request for Qualifications above.
 - I. *Municipality* – The City of Avondale, Arizona, an Arizona Municipal corporation.
 - J. *Owner* – For purpose of this RFQ and any resulting Contract, Developer, District, Municipality, and Trust, as their interested appear as set forth more specifically in Section 1.02 below. For purposes of administering this RFQ and any resulting contracts, Developer shall act and have the authority of Owner, subject to requirements for Developer to obtain approval, inspections and/or certifications from the other Owner parties or Engineers. In addition, except where separate notice is required, notice to the Developer shall be notice to all Owners.
 - K. *Project* - The Project set forth in the Project Description above.
 - L. *Project Manager* - The Project Manager set forth in the Request for Qualifications or as otherwise designated in writing by the Owner. If no other Project Manager is designated, the Project Manager shall be the Issuing Office.
 - M. *Respondent* – Each or any of the individuals, firms, partnerships, joint ventures, corporations or other legal entities submitting their qualifications in response to this RFQ.
 - N. *RFQ* – This Request for Qualifications, all supporting documents included herewith, all RFQ Documents, and all properly issued Addenda.
 - O. *Site* – the physical location where the Project is located and any ancillary or adjacent areas to be utilized by Contractor and/or Owner in relation to the Project.
 - P. *SOQ* - A response submitted in response to this RFQ.
 - Q. *Trust* – The Trust as set forth in the Declaration of Trust and Affidavit dated August 2, 2018 and recorded on August 6, 2018 in the Official Records of the Maricopa County, Arizona Recorder's Office at Document, No. 20180592936. The Trustee of the Trust is Empire West Title Company, LLC d/b/a Thomas Title & Escrow, an Arizona limited liability company; the First Beneficiaries of the Trust are Lakin Cattle Company, an Arizona corporation, and Cashion Farm Limited Partnership, an Arizona limited partnership; and the Second Beneficiary is Developer.

- 1.02 Project Ownership. The Project involves construction of infrastructure on residential development being developed by Developer, with ownership held in trust through the Trust. As reflected in this RFQ, construction of the Projects will be procured pursuant to the Municipalities' public procurement rules for the benefit of the District and the Municipality, and will be dedicated to the Municipality.
- 1.03 Municipality Purchasing Procedures: Construction of the Project shall be procured pursuant to the provisions of Title 34, Chapter 2, Article 1, Arizona Revised Statutes and in accordance with the applicable requirements for construction projects of the Municipality similar to the Project as specified in Municipality's Code and any procurement guidelines promulgated in connection therewith. Project contracts shall be entered into with the respondent[s] selected in accordance with the requirements for awarding contracts for projects of the Municipality similar to the Project contracts as specified by such code and guidelines. Municipality has adopted purchasing procedures which provide for the fair and equitable treatment of all persons involved in public purchasing by the Municipality, maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity. The Municipality's Procurement Code is available on the Municipality's website. Questions concerning the application of such provisions to this RFQ shall be addressed in writing to the Project Manager specified on Page 2 of in the form and within the time limits set forth in this RFQ.

INSTRUCTION 2: COPIES OF RFQ DOCUMENTS

- 2.01 Complete sets of the RFQ Documents may be obtained electronically from the City of Avondale website: www.avondaleaz.gov/procurement.
- 2.02 Complete sets of RFQ Documents shall be used in preparing SOQs. Neither Owner, Project Manager, nor the Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete, modified or unofficial sets of RFQ Documents.
- 2.03 Owner, the Issuing Office and/or Project Manager, in making copies of RFQ Documents available on the above terms, do so only for the purpose of obtaining SOQs for the Work and do not authorize or confer a license for any other use.

INSTRUCTION 3: QUALIFICATIONS OF RESPONDENTS

- 3.01 Owner Standard Contract: Owner has developed standard forms of CMAR Contract and General Conditions. If selected, as the Construction Manager at Risk (CMAR) for this Project, a Respondent agrees to execute this form of Contract Documents. Provisions in a Response that conflict with, and/or exceptions to, and/or requests for changes in, Owner' contract terms, General Conditions, Special Conditions, Exhibits and/or other Contract Documents may result in a Response being considered nonresponsive and rejected. By submitting a Response, a Respondent also acknowledges its understanding and agreement that Owner may make changes in the standard form of contract documents and that therefore the form of contract documents presented to the successful Respondent may be different from the form of contract documents referenced above, in which case the successful Respondent will be given the opportunity to review the changes.
- 3.02 Contract Documents: The Contract Documents may include, without limitation, this RFQ, any addenda to this RFQ issued by Owner, the SOQ of the successful Respondent, and such other terms as Owner determines are in its best interest and appropriate for the Project.
- 3.03 Prior Contracts Not Applicable: Any previous agreements, contracts, or other documents, which have been executed between the Respondent and Owner (or any of them), if any, are not applicable to this RFQ or any resultant contract.

INSTRUCTION 4: RESPONDENT'S PRE-SUBMITTAL OBLIGATIONS AND REPRESENTATIONS

- 4.01 It is the responsibility of each Respondent before submitting a SOQ to:
- A. Examine and carefully study the RFQ Documents, and any data and reference items identified in the RFQ Documents;

- B. Visit the Site if access available, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, especially with respect to technical data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to technical data in such reports and drawings (if such reports are available, it may be obtained from the City of Avondale website: www.avondaleaz.gov/procurement;

- D. Consider the information known to Respondent itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the RFQ Documents; and the Site-related reports and drawings identified in the RFQ Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Respondent; and (3) Respondent's safety precautions and programs;
- E. Become aware of the general nature of the work to be performed by the Owner and others at the Site that relates to the Work as indicated in the RFQ Documents;
- F. Promptly give Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the RFQ Documents and confirm that the written resolution thereof by Owner is acceptable to Respondent; and
- G. Determine that the RFQ Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

4.02 Respondent represents and agrees that:

- A. The submission of a SOQ will constitute an incontrovertible representation by Respondent that Respondent has complied with every requirement of this Instruction, that without exception the SOQ is premised upon performing and furnishing the Work required by the RFQ Documents; and
- B. Based on the information and observations referred to in the preceding ¶ 4.01, that at the time of submitting its SOQ no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its SOQ for performance of the Work within the times required, and in accordance with the other terms and conditions of the RFQ Documents.

INSTRUCTION 5: PRE-SUBMITTAL CONFERENCE

- 5.01 A Pre-Submittal conference will be held at the time and location stated in the above Request for Qualifications. Representatives of Owner will be present to discuss the Project. If the Request for Qualifications provides that the Pre-Submittal Conference is mandatory, it is mandatory and failure to attend the Pre-Submittal Conference may be a basis for disqualifying a Respondent and/or rejecting the Respondent's SOQ. If the Pre-Submittal Conference is not mandatory, Respondents are encouraged to attend and participate in the conference. Oral statements may not be relied upon and will not be binding or legally effective.

INSTRUCTION 6: INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the RFQ Documents are to be submitted to in writing as set forth in the RFQ above. Any interpretations, clarifications, or other/additional information considered necessary by Project Manager and/or the Owner in response to such questions, or otherwise, will be issued by Addenda and posted on the Owner's website.
- 6.02 Questions received after the Questions Due Date and Time set forth on the Request for Qualifications above may be answered at the sole discretion of the Owner. Inquiries regarding this

RFQ directed to persons other than the Owner's designated representative may not be answered, and any answers received other than as set forth in this RFQ will not be binding upon the Owner for any purpose.

- 6.03 Only answers provided by written Addenda will be binding upon the Owner. Oral and other interpretations or clarifications will be without legal effect. The Owner shall not be responsible for any oral representations or statements relating to the solicitation specifications made by any employee, agent or officer of the Owner.
- 6.04 Addenda may be issued to clarify, correct, supplement, or change the RFQ Documents.
- 6.05 Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the RFQ with the SOQ by the specified SOQ due date and time. Potential Respondents are responsible for obtaining all addenda relevant to this RFQ via the City of Avondale's website www.avondaleaz.gov/procurement. The Owner shall not be held responsible if a Respondent fails to receive any Addenda issued.

INSTRUCTION 7: PREPARATION OF SOQ

- 7.01 Response Format: All Responses shall include:
 - A. A one-page cover letter;
 - B. Eight (8) hard copies, bound; and

One (1) electronic copy on a USB drive
- 7.02 Information to Allow Evaluation Under Specified Evaluation Criteria: The criteria under which each SOQs shall be evaluated is set forth in detail in § 6 under Evaluation below. Evaluation § 6 also sets forth what specific information should be submitted and how it should be submitted. Failure to follow the criteria and format set forth in § 6 may cause the scoring of an SOQ to be reduced by the Selection Committee. In the event of any conflict between the requirements set forth in Evaluation § 6, and any other provision in this RFQ, the requirements in Evaluation § 6 shall control.
- 7.03 Simple and Clear: Responses should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The SOQ must display clearly and accurately the capability, knowledge, experience and capacity of the Firm to meet all the requirements of this RFQ and respond to the evaluation criteria in this RFQ.
- 7.04 Response Length: All Responses must be in ink or typewritten and must not exceed 12 pages in length exclusive of the cover letter and additional documents referenced in the next paragraph. No oral, telegraphic, electronic, facsimile, or telephonic responses or modifications will be considered.
- 7.05 Additional Submittals: The following must be completed and submitted within the Respondent's SOQ but are not included in the 12-page limit:
 - A. Organizational chart to include the Firm's Principles and Project Team;
 - B. One (1) page (maximum) per each key individual resumes and their roles/responsibilities on the Project;
 - C. A statement regarding the Respondent's bonding capacity issued by the Director of the State of Arizona Department of Insurance.
 - D. A statement regarding the Respondent's insurability from a company or companies lawfully authorized to transact insurance business in the State of Arizona and rated at least A- in the company's current A.M. Best Company rating.
 - E. Acknowledgement of Addenda (attached);
 - F. Resolution of Board of Directors (attached);

- G. Non-Collusive Certification (attached);
 - H. W-9 Form (attached);
 - I. Organizational Information (attached);
 - J. Reference Form (attached); and
 - K. Exceptions to RFQ Requirements and/or Contract Provisions (attached).
- 7.06 Other Forms: All other forms provided are for reference only and do not need to be included in the Response.
- 7.07 Contract Exceptions: The Respondent shall clearly identify any/all exceptions to the RFQ specifications or contract terms on the attached form. This is the only means for a Respondent to identify any/all exceptions to the specifications in this RFQ and/or Owner's standard CMAR Contract terms, including the General Conditions. Exceptions raised at a later time, or in any other location of a Response, will not be considered in any negotiations. Respondents may review the CMAR Contract and General Conditions at: www.avondaleaz.gov/procurement. Exceptions to Owner's standard Contract terms, General Conditions, and/or the terms of this RFQ may, in Owner's sole discretion, be basis for the Response to be rejected as non-responsive.
- 7.08 A SOQ by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 7.09 A SOQ by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 7.10 A SOQ by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 7.11 A SOQ by an individual shall show the Respondent's name and address for receiving notices.
- 7.12 A SOQ by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the SOQ Form. The joint venture's address for receiving notices shall be shown.
- 7.13 All names shall be typed or printed in ink below the signatures.
- 7.14 The SOQ shall contain an acknowledgment of receipt of all Addenda, the numbers and issue dates of which shall be filled in on the SOQ Form.
- 7.15 Postal and e-mail addresses and telephone number for communications regarding the SOQ shall be shown.
- 7.16 The SOQ shall contain evidence of Respondent's authority and qualification to do business in Arizona and the Respondent's Arizona contractor license number and classification, and/or any other required business and/or tax licenses required by the Owner shall also be shown on the SOQ Form.
- 7.17 No SOQ shall be altered, amended, or withdrawn after the specified due date and time.
- 7.18 Periods of time, stated as a number of days, shall be calendar days.
- 7.19 It is the responsibility of all Respondents to examine the entire RFQ package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a SOQ. Negligence in preparing a SOQ confers no right of withdrawal after SOQ due date and time.
- 7.20 The Owner shall not reimburse the cost of developing or providing any response to this RFQ and development and provision of any offer shall be at the respective Respondent's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

INSTRUCTION 8: SUBMITTAL OF SOQ

- 8.01 A SOQ shall be received no later than the date and time prescribed and at the place indicated in the advertisement or RFQ and shall be enclosed in a plainly marked package with the SOQ Project No. and Title on the lower left hand corner of the sealed envelope, e.g., **Alamar Community Park – CMAR, RFQ EN 19-082**, along with the name and address of Respondent on the outside of the envelope and shall be accompanied by other required documents. The City nor the Owner will not be responsible for the pre-opening of, post-opening of, or the failure to open, any SOQ not properly addressed or identified. SOQs received after the date and time prescribed for the opening of SOQs, or not submitted at the correct location or in the designated manner, will not be accepted, opened, or considered. Unless expressly provided for in the RFQ, no electronic SOQs will be accepted.
- 8.02 By signature on the SOQ Form, the Respondent certifies that:
- A. The submission of the SOQ did not involve collusion or other anti-competitive practices.
 - B. The Respondent shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - C. The Respondent has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
- 8.03 Failure to sign the SOQ in all places where required, or the falsity of a statement in a signed SOQ, shall void the submitted SOQ or any resulting contracts, and the Respondent may be debarred.

INSTRUCTION 9: MODIFICATION AND WITHDRAWAL OF SOQ

- 9.01 A SOQ may be withdrawn by an appropriate document duly executed in the same manner that a SOQ must be executed and delivered to the place where SOQs are to be submitted prior to the date and time for the opening of SOQs. Upon receipt of such notice, the unopened SOQ will be returned to the Respondent.
- 9.02 If a Respondent wishes to modify its SOQ prior to SOQ opening, Respondent must withdraw its initial SOQ in the manner specified in this RFQ and submit a new SOQ at the required location and manner prior to the date and time for the opening of SOQs.
- 9.03 If within 24 hours after SOQs are opened any Respondent files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its SOQ justifying withdrawal, that Respondent may withdraw its SOQ if the Owner determines that it is in the best interest of the Owner to allow the SOQ to be withdrawn. Thereafter, if another RFQ is issued for the Work, that Respondent may, in the Owner's sole discretion, be disqualified from further responding to the RFQ.

INSTRUCTION 10: OPENING OF SOQS

- 10.01 SOQs will be opened at the time and place indicated in the RFQ above and, unless obviously non-responsive, read aloud publicly.
- 10.02 Unless otherwise specified in the RFQ, all Respondents and their Subcontractors shall hold their offers open and subject to acceptance for a period of 60 days from the proposal due date stated in the RFQ, but Owner may, in its sole discretion, release any SOQ prior to the end of this period.

INSTRUCTION 11: EVALUATION OF SOQS

- 11.01 Evaluation of timely and responsive SOQs submitted by responsible Respondents shall be based upon the evaluation process and criteria set forth in Evaluation, Section 6 to this RFQ.
- 11.02 Owner reserves the right to reject any or all SOQs, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional SOQs. Owner will reject the SOQ of any Respondent that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Respondent purports to add terms or conditions to its SOQ, takes exception to any provision of the RFQ

Documents, or attempts to alter the contents of the Contract Documents for purposes of the SOQ, then Owner may reject the SOQ as nonresponsive.

- 11.03 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Respondents and any proposed Subcontractors or Suppliers.
- 11.04 Any terms of the Respondent's submittal that conflict with the language and requirements of the Owner's solicitation or that take exception to the terms, conditions, specifications and/or other requirements stated within this RFQ, may cause the Respondent's submittal to be considered nonresponsive and rejected. Exceptions may be evaluated by the Owner on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation.
- 11.05 Protests: Although the Work which is the subject of this RFQ and the Contract with the selected CMAR Firm is not a City of Avondale Capital Improvement Project and not with the Lakin Community Facilities District, any protest related to this RFQ, the proposed award of a contract, or the actual award of the contract will be subject to and considered in accordance with the City of Avondale Procurement Code. Any protest shall be submitted in writing to: Tiffany Copp, Sr. Management Analyst, City of Avondale at tcopp@avondaleaz.gov.

INSTRUCTION 12: AWARD AND SIGNING OF CONTRACT

- 12.01 Notwithstanding any other provision of this RFQ, the Owner expressly reserves the right, when determining whether to award a contract to the lowest responsive and responsible Respondent who has neither been disqualified nor rejected pursuant to the terms and conditions of the RFQ, to:
- A. Waive any immaterial defect or informality; and/or
 - B. Reject any or all SOQs, or portions thereof; and/or
 - C. Reissue a Request for Qualifications; and/or
 - D. Exercise any other rights available to the Owner under the terms of the RFQ, at law, or in equity.
- 12.02 When Owner issues an Intent of Award to the Successful Respondent, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 5 days thereafter, Successful Respondent shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner.

INSTRUCTION 13: ADDITIONAL PROVISIONS

- 13.01 Contract Applicability: The Respondent shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFQ. All previous agreements, contracts, or other documents, which have been executed between the Respondent and the Owner, are not applicable to this RFQ or any resultant contract.
- 13.02 Gratuities: The Owner may, by written notice to the Respondent, cancel the resultant contract if it is found by the Owner that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Respondent or any agent or representative of the Respondent, to any officer or employee of the Owner with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Owner pursuant to this provision cancels the resultant contract, the Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible Owner customers, shall not be prohibited by this paragraph.
- 13.03 Public Record: All offers submitted in response to this RFQ, whether or not accepted by the Owner, may become a matter of public record available for public inspection, subsequent to the award notification, in accordance with the Municipality's Procurement Policy and Arizona's Public Records laws.
- 13.04 Confidential Information: If a Respondent believes that a SOQ, RFQ, offer, specification, or protest contains information that should be withheld, a statement advising the Owner of this fact shall

accompany the submission and the information shall be identified. The information identified by the Respondent as confidential shall not be disclosed until the Owner makes a written determination on the claim of confidentiality.

- 13.05 **Lobbying Prohibition:** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Owner, including but not limited to employees, and contractors engaged to assist in the solicitation, is prohibited.
- A. This prohibition is imposed from the time of the first public notice of the solicitation until the Owner cancels the solicitation, rejects all responses, awards a Contractor, and otherwise takes action which ends the solicitation process.
 - B. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or Owner-initiated communications for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-response conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.
 - C. Violations of this provision may be a basis for rejecting a response or disbarment of the violator by the Owner. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or disbarment by the Owner, in the Owner's discretion, depending on the nature of the violation.

SCOPE OF WORK

1. **Intent:** It is Owner's intent to enter into a preconstruction services and guaranteed maximum price ("GMP") construction services contract(s) with a qualified construction manager/general contractor to complete a design constructability review and construction of the Project described above.
2. **Goal:** Owner has set the goal for the Project as completion of a quality Project meeting Owner's needs, within budget, within the time schedule at a reasonable and appropriate cost to and with a reasonable and appropriate fee to the CMAR and each subcontractor.
3. **Team Approach:** Owner intends to follow a team approach, consisting of the Owner Developer Team as the Owners Representative, the CMAR, the design professional, the CMAR's subcontractors and the design professional's consultants that will work well together in a cooperative and mutually supportive manner for the benefit of all the members of the team. The desire is a "team" or "win-win-win" arrangement. Team members shall focus on this over-all objective and not on protecting their own individual interests to obtain Owner's Goal. Owner considers a team approach to be a critical qualification for the CMAR.
4. **Project Requirements:**
 - 4.1 **Compliance with Contract Documents:** CMAR shall fully and comply with the Contract, General Conditions and all Contract Documents.
 - 4.2 **Pre-Construction Services:** CMAR will provide all of the Pre-Construction Services required under the Contract, including, without limitation, the following services:
 - 4.2.1 Lead project planning and scheduling for the construction phase.
 - 4.2.2 Provide for construction phasing and scheduling;
 - 4.2.3 Provide alternative systems evaluation and constructability studies.
 - 4.2.4 Advise the Owner of ways to gain efficiencies in project delivery and reduce overall delivery time.
 - 4.2.5 Provide long-lead procurement studies and initiate procurement of long-lead items.
 - 4.2.6 Participate in partnering sessions with the project team.
 - 4.2.7 Participate in regular scheduled project coordination meetings.

- 4.2.8 Participate in constructability reviews at various levels of design.
- 4.2.9 Provide value engineering.
- 4.2.10 Provide detailed cost estimating and knowledge of marketplace conditions.
- 4.2.11 Develop and maintain project cost model.
- 4.2.12 Concur with plans and specifications prior to construction.
- 4.2.13 Submit a Guaranteed Maximum Price (GMP) for Developer review and negotiation.

4.3 Management of Construction – CMAR will be responsible for the management of construction for the Project and as provided in the Contract. The services required for the construction program may be but are not limited to the following:

- 4.3.1 Serve as the general contractor during construction.
- 4.3.2 Enter “At Risk” contracts with all subcontractors, material suppliers and equipment suppliers necessary for the construction of said facility.
- 4.3.3 Schedule and conduct construction meetings.
- 4.3.4 Provide continuous on-site management services throughout the construction phase. The management shall include, but is not limited to:
 - 1. Weekly job site meetings and minutes.
 - 2. Coordination with various Owner departments and other necessary agencies (e.g. utility companies, etc.)
 - 3. Maintain daily on-site project logs and schedule reports.
 - 4. Ensure project compliance with all applicable federal, state, county and local permitting requirements.
 - 5. Monitor subcontractor work performance for workmanship quality and deficiencies.
 - 6. Ensure that all applicable bond & insurance requirements are fulfilled.
 - 7. Conduct bid process, award, and management of all construction related contracts and subcontracts in accordance with Owner bid requirements
 - 8. Oversee construction management staff and subcontractor safety programs.
 - 9. Maintain master sets of construction documents on-site to include all ASI and supplemental sketches and provide copies to all subcontractors concerned.
 - 10. Maintain cost controls for the project.
 - 11. Implement and maintain quality control measures for the project.
 - 12. Manage the submittal and materials delivery process.
 - 13. Provide and maintain continuous construction site traffic controls and signage.
 - 14. Ensure that a code of conduct, typical for municipal construction projects, is strictly enforced with all CMAR staff and subcontractors for the project.
- 4.3.5 Develop, update and maintain a detailed construction schedule that includes a Substantial Completion date and submittal schedules.
- 4.3.6 Process payment requests for approval.
- 4.3.7 Coordinate special consultants and testing lab services contracted by owner as required.
- 4.3.8 Administer post-construction closeout and warranty collection, start-up and transition to operation.

4.4 Work with Design Professional and Owner: In full compliance with the Contract, CMAR will be required to work with the Design Professional(s) and Owner’s design team on the Project as required under the Contract, including without limitation, for the following:

- 4.4.1 Provide Value Engineering when necessary.
- 4.4.2 Submit pay request for approval, issue Request for Information when necessary and assist the Owner and Design Professional as required for the timely completion of the Project.
- 4.4.3 Coordinate all materials supply and installation schedules with Owner personnel, and utility entities if and as necessary.
- 4.4.4 Complete and turn in as-built drawings.
- 4.4.5 Coordinate their activities with Owner staff and any third party contracts or contractors that Owner may provide for this project.
- 4.4.6 Work effectively with Owner Personnel and Project Design Professional to develop plans, schedules, costs and other relevant items.

EVALUATION

1. An appropriately qualified Selection Committee shall evaluate the Responses and the Construction Manager at Risk will be selected through a qualifications-based selection process for the proposed contract.
2. In order of preference, based on criteria established by the Selection Committee and included in the RFQ, a short list of Respondents deemed to be the most qualified to provide the construction services by the Selection Committee will be established.
3. Owner shall enter into negotiations for a contract with the highest qualified and ranked Respondent for the construction services. The negotiations shall include consideration of compensation and other contract terms that Owner determines to be fair and reasonable. In making this decision, Owner shall take into account the estimated value, the scope, the complexity and the nature of the construction services to be rendered. If Owner is unable to negotiate a satisfactory agreement with the highest-ranked Respondent, at a price and with terms which Owner determines to be fair and reasonable, negotiations with that Respondent will be formally terminated. Owner may then undertake negotiations with the next highest-ranked Respondent in sequence until an agreement is reached or the process is terminated.
4. Respondents that are unable to accommodate Owner regarding acceptable fees and/or costs will not be allowed an opportunity to resubmit fees and/or costs once they have been released from negotiations.

5. Evaluation Process

5.1. Selection Committee

A Selection Committee will evaluate each SOQ Response in accordance with the criteria set forth in the Evaluation § 6 below. The Selection Committee will produce a rank-ordered list of the SOQs and interviews may or may not be conducted as part of the selection process. The evaluation process will be to determine the qualifications of each Respondent to perform the Construction Manager at Risk services under this RFQ based on the selection criteria.

If interviews are not held, the Owner will enter into negotiations with the top ranked Respondent and execute a contract upon completion of negotiations. If the Owner is unsuccessful in negotiating a contract with the top ranked Respondent, the Owner may then negotiate with the next lower ranked Respondent until a contract is executed. The Owner may decide to terminate the selection process at any time.

If interviews are held, the top three (3) to five (5) ranked Respondents (shortlist) will be invited by email to accept or decline the opportunity to interview. Those accepting the invitation will be sent a letter outlining the questions and the criteria to be addressed in the interview and the detailed scoring that will be applied during the interview process. The Owner will enter into negotiations with the top ranked firm and execute a contract upon completion of the negotiations. If the Owner is unsuccessful in negotiating a contract with the top ranked firm/team in the final list, the Owner may then negotiate with the next lower ranked team until a contract is executed. The Owner may decide to terminate the selection process at any time.

During the selection process, the Selection Committee will evaluate each Response to determine which Respondent (if any) is best qualified to perform the required Construction Manager at Risk Preconstruction and Construction services and can provide the experience specified in this RFQ. The Committee may request or obtain additional information at any time during the selection process through interviews, presentations, correspondence, and visitation of completed projects or otherwise.

- 5.3. **Project Site Visit:** The shortlist Respondents may be invited to participate in a pre-interview project site visit with Owner Project Manager and other representatives. A maximum of two representatives from each Respondent may participate in the site visit. All participants must display proper company identification badge when visiting Owner site.

5.4. Roundtable Discussion/Interview

If invitations are sent to the shortlist during this solicitation process, the Selection Committee wants to learn more about the Respondents, and more specifically their ability to provide Construction Manager at Risk design phase services and construction phase services of exceptional quality to an institutional client. The Selection Committee may be tasked with interviewing each Respondent on the shortlist so that they may present their credentials, comparable past work and any ideas they wish to share with the Selection Committee.

The roundtable discussion will last thirty (30) minutes for questions and discussion from the Committee. This time limit will be strictly enforced. No more than six (6) representatives of the Respondent's team may be present (this includes presentation operators if needed). The prospective Principle, Project Manager and Superintendent (key personnel) must be present.

The format of the presentation is at the discretion of the Respondent. The committee may ask questions that clarify or follow up on the responses of the team, or the committee may ask questions about the specific Response submitted by the team being interviewed for clarification. A letter invitation will be sent via email to each interviewed Respondent with the specific evaluation and scoring criteria along with the Time, Date and Location of the interview; Respondents who are invited to attend the interview will not be given access to the conference room prior to the interview.

The order in which the Respondents appear before the Selection Committee will be determined by lottery.

Owner will enter into negotiations with the Respondent who ranks highest. If negotiations are successful, Owner will request approval from the Board of Directors to execute Owner's standard CMAR contract for the Project including Preconstruction and Construction Services. If negotiations are not successful, Owner may then negotiate with the second or third most qualified Respondent. Unsuccessful negotiations with a Respondent will disqualify a Respondent from further consideration. No work on this project shall begin prior to a fully executed contract.

- 5.5. Final List:** The Selection Committee will conduct the oral interviews with the select CMAR Firms and upon completion of the final tabulation of points for the scored components, the Selection Committee will create a final list, in order of preference, of the most qualified CMAR Firm(s). Owner will enter into negotiations with the highest scoring CMAR Firm from the final list.
- 5.6. Notice of Intent to Award:** The next step will be for Owner to issue a Notice of Intent to Award, and if applicable notices of the intent not to award at all or to some Respondents. Owner reserves the right to cancel this RFQ, to reject any or all Responses, and to waive or decline to waive any irregularities in any submitted Responses, or to withhold the award for any reason it may determine in the best interest of Owner.
- 5.7. Regulations:** Should negotiations result in a contract, the agreement will be subject to all the applicable provisions of Municipality's Procurement Code.
- 5.8. Delivery of Insurance Policies or Certificates and Execution of Contract Documents:** Within ten (10) days of receipt of notice of intent to award, the successful Respondent shall deliver to Owner the required insurance policies or certificates in a form satisfactory to Owner. Policies or Certificates must reference Owner/Developer Project Number and Owner Project Name with the original submission and with each and every updated submission thereafter. Failure to do so may result in rejection of the successful Respondent's Response and withdrawal of the Notice of Intent to Award. Promptly after Owner receives satisfactory insurance policies or certificates Owner will deliver to the successful Respondent two (2) duplicated originals of the form of contract documents to be executed by the successful Respondent. The successful Respondent shall execute and return to Developer all copies of the contract documents within ten (10) days after receipt of the contract documents. Failure to return the executed copies of the contract documents may result in rejection of the successful Respondent's Response and withdrawal of the Notice of Intent to Award.

5.9 Changes in Respondent Organization: In order for a Respondent to remain qualified for award under this RFQ after it has been shortlisted, unless otherwise approved in writing by Owner, the Respondent's organization as identified in its Response must remain intact for the duration of the procurement process. If a Respondent wishes to make changes in the Respondent Team Members or Key Personnel identified in its Response, including, without limitation, additions, deletions, reorganizations and/or role changes, the Respondent shall submit to Owner a written request for approval of the change. Any such request shall be addressed to Owner's designated point-of-contact for this RFQ. If a request is made from a Respondent to allow the deletion or role change of any Respondent Team Member or Key Personnel identified in its Response, the Respondent shall submit such information as may be required by Owner to demonstrate that the changed Team Member meets the RFQ criteria. Owner is under no obligation to approve such requests and may approve or disapprove an entire request, or any portion of a request, in its sole discretion.

6. Evaluation Criteria

6.1 Mandatory Compliance

This is a compliance section and carries no evaluation points. Respondents must meet minimum criteria as specified to receive further consideration.

- A. The Arizona Corporation Commission shall properly have certified the CMAR for corporation and limited liability companies.
- B. The CMAR must be properly registered, licensed and certified at the time of submission. Provide a copy of the current Arizona General Contractor's license and current report from Arizona Registrar of Contractors.
- C. The CMAR must have been in continuous business for a minimum of five years.
- D. The CMAR must provide a statement indicating the Respondent will warranty all work for a minimum of one (1) years from final completion.

6.2 Financial Stability:

Respondents must demonstrate the availability of resources and financial capability required to complete the project. This section carries no evaluation points.

- A. Copies of audited financial statements are not required with the Submittal. Prior to the final selection, Owner reserves the right to require the CMAR to provide a copy of the Respondent's financial statements for the previous two fiscal years.
- B. The financial capability shall also include the bonding capacity of the Respondent. (The Respondent will be required to bond on the guaranteed maximum price of the project). CMAR shall provide a statement describing the company's bonding capacity.
- C. Owner reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Respondent submitting a Response.

6.3 The Evaluation Criteria for Responses:

Points listed below are the maximum number of points possible for each criteria.

PART I. SOQ RESPONSE; SCORING

A. General Information - 5 pts.

Provide CMAR Firm identification information. Explain the CMAR Firm's legal organization including the legal name, address, identification number and legal form of the CMAR Firm (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under

this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the CMAR Firm is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the SOQ.

(1) Identify the location of the CMAR Firm's principal office, the local work office, if different from the principal office and the percent of work expected to be done locally. Include any documentation that supports the CMAR Firm's authority to provide services in Arizona.

(2) Provide a general description of the CMAR Firm that is proposing to provide the Services, including years in business.

(3) Identify any contract or subcontract held by the CMAR Firm or officers of the CMAR Firm that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

(4) Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(5) Provide the Arizona professional and contractor license numbers held by the CMAR Firm/team and the key personnel who will be assigned to this Project; please indicate if the individual or the firm holds the license.

(6) CMAR Firm Information Form, with an original ink signature (may be attached as separate appendix).

(7) CMAR Firms selected as finalists for this Project will be required to provide a statement from a surety company licensed to do business in Arizona with an A.M. Best rating of not less than A- to verify the Firm's bonding capacity.

B. Experience and Qualifications of the CMAR Firm - 25 pts.

(1) List at least three comparable projects in which the CMAR Firm served as Construction Manager at Risk during design and construction phases (without providing construction services), as the Builder in a Design-Build project, and/or General Contractor. Special consideration will be given to CMAR Firms that have provided Construction Manager at Risk services on similar successful projects. For each project, provide:

- (a) Project description. Include details about how your project is similar to the one described in this SOQ.
- (b) Role of the CMAR Firm (i.e. Construction Manager at Risk, Construction Manager, or General Contractor). If Construction Manager at Risk or General Contractor, state the percent and type of work self-performed for each project. Specify services provided during the design phase, i.e. cost estimating, scheduling, value engineering and other services.
- (c) Describe the CMAR Firm's experience in the construction of community or regional parks.
- (d) Project's original contracted construction cost and final construction cost.

- (e) Project's original completion date and final completion date.
- (f) Project owner.
- (g) Project references, including telephone number and email address.

(2) List all Arizona projects, whether completed, ongoing, or selected, but not yet under contract, where the CMAR Firm/team provided either Construction Manager at Risk, Builder in a Design-Build project, or general construction services in the last three years.

(3) The City's representative may conduct any investigation deemed necessary to determine the CMAR Firm's ability to perform the Project. CMAR Firms may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

C. Key Positions - 20 pts.

(1) Provide an organizational chart showing key personnel to be involved in this Project and CMAR Firm affiliation. At a minimum, identify the following:

- (a) Project Manager for Preconstruction Services.
- (b) Project Manager during construction.
- (c) Construction Engineer.
- (d) Superintendent.
- (e) Other key personnel as desired.

(2) Identify the home office location of key personnel, length of time with the firm and the percent of work to be done locally.

(3) If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project, including experience in construction manager at risk projects. At a minimum, the listed projects should include two comparable projects, the project name, project owner, location, key person's role, reference information and brief description of the work. Résumés should be attached together as a single appendix at the end of the SOQ and will not count toward the SOQ page limit. However, each resume shall not exceed one page in length.

D. Project Understanding and Approach - 30 pts.

(1) Discuss your understanding of this Project. Include major issues your firm/team has identified and how you intend to address those issues.

(2) Describe your approach to performing the required Services in the Scope of Work described in the Construction Manager at Risk Agreement in Exhibit B, including the following processes:

- (a) Planning.

- (b) Estimating.
- (c) Scheduling.
- (d) Cost controls.
- (e) Project management and team organization during design and construction phase services.
- (f) SOQ package management.
- (g) Management of overhead costs.
- (h) Managing subcontractors.
- (i) Quality control.
- (j) Safety.
- (k) Dispute resolution.

(3) Submit a subcontractor selection plan that meets ARIZ. REV. STAT. § 34-601 *et seq.* requirements. Discuss the benefits that your selection provides to the Project.

E. Project Schedule - 20 pts.

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate CMAR Firm's ability to meet the designated milestones as listed below. Assumptions used in developing the schedule shall be identified and at a minimum the proposed schedule shall include the following dates:

- (1) Contract Award Date
- (2) Notice to Proceed Date
- (3) Proposed Kick-Off Meeting
- (4) Substantial Completion Date
- (5) Final Completion Date

TOTAL POSSIBLE POINTS FOR SOQ SUBMITTAL- 100 POINTS

PART II. ORAL INTERVIEWS; SCORING

Three (3) to five (5) CMAR Firms may be selected for oral interviews. The selected CMAR Firms will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFQ and awarded points based upon the interview questions distributed to the CMAR Firms on the shortlist. Firms on the short list will be notified should interviews be required and shall have two (2) weeks to prepare responses to interview questions.

TOTAL POSSIBLE POINTS FOR ORAL INTERVIEW – 100 POINTS

CONTRACT

BROOKFIELD LAKIN, LLC

CONTRACT FOR
Alamar Community Park - CMAR
Project #EN 19-082

THIS CONTRACT is made and entered into on the _____ day of _____, 20____, by and between Brookfield Lakin, LLC, corporation Delaware limited liability company, acting on behalf of all Owner entities hereinafter called "**Owner**" and the "**Contractor**" designated below:

Owner and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS AND PROJECT

OWNER: Brookfield Lakin, LLC ("Developer") acting on behalf of all Owner entities.
Project Manager
Telephone:
E-mail:

CONTRACTOR: {Name}
{Address}
Arizona ROC No.:
Federal Tax ID No:
Representative:
Telephone:
E-mail:

PROJECT MANAGER/: {Name}

DESIGNER {Address}
Representative:
Telephone:
E-mail:

PROJECT DESCRIPTION: **Alamar Community Park – Construction Manager at Risk**
Project No. EN 19-082

PROJECT LOCATION: **SWC of Avondale and Broadway**

THE WORK WHICH IS THE SUBJECT OF THE SOQ AND THIS CONTRACT IS THE SUBJECT OF A DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT AMONG DEVELOPER, BROOKFIELD RESIDENTIAL ARIZONA, THE CITY OF AVONDALE, ARIZONA, AND LAKIN COMMUNITY FACILITIES DISTRICT PURSUANT TO WHICH SUCH WORK MAY BE ACQUIRED FROM OWNER BY SUCH COMMUNITY FACILITIES DISTRICT. THE SUCCESSFUL CONTRACTOR WILL NOT HAVE RECOURSE, DIRECTLY OR INDIRECTLY, TO SUCH CITY OR COMMUNITY FACILITIES DISTRICT FOR ANY COSTS UNDER ANY CONTRACT OR ANY LIABILITY, CLAIM OR EXPENSE ARISING THEREFROM." (The "Developer" as defined in Instruction 1 to the RFQ is the "OWNER" for purposes of the foregoing.)

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 **Contract Documents.** The Contract Documents include those identified in Section 2.7 of the General Conditions, including the following:

1. This Contract;
2. Owner's General Conditions (and all documents incorporated therein) (collectively the General Conditions);
3. Exhibit A.1 – Preconstruction Services Scope of Work and Schedule;
4. Exhibit A.2 - Accepted GMP/Price Proposal
5. Exhibit B - Insurance Requirements;
7. Exhibit C - Project Specific Conditions;
8. Exhibit D - Project Plans and Specifications;
9. Request for Qualifications RFQ No. EN 19-082 (RFQ); and
10. The Statement of Qualifications (SOQ) submitted by CMAR; and
11. Statutory bonds submitted by CMAR.

The Contract between the parties includes all of the Contract Documents. In the event of a conflict of language between the documents, the provisions shall prevail in the order set forth above. All previous contracts between the Respondent and Owner are not applicable to this Contract or other resultant contracts.

2.2 **Definitions.** The definitions in Section 2 of the General Conditions and Section 1.01 of the RFQ Instructions to Respondents apply to all the Contract Documents, including this Contract. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following:

{If any, to be added by PM}

2.3 PROJECT SPECIFIC CONDITIONS. If there are any additional conditions that apply to this Project, they are set forth in the attached Exhibit C, and are incorporated herein.

2.4 PROJECT PLANS AND SPECIFICATIONS. A detailed list of the plans and specifications for this Project are set forth in the attached Exhibit D.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

3.1 SERVICES. CMAR shall provide all of the Preconstruction Services and perform in accordance with Section 17 of the General Conditions. The major components of the Pre-Construction services and the corresponding subsections of Section 3 of the General Conditions are set forth below.

3.2 GENERAL REQUIREMENTS

3.2.1 CMAR shall perform the Preconstruction Services required by, and in accordance with this Contract and as outlined in the attached Exhibits A, the RFQ, and the SOQ to the satisfaction of the Project Manager, in full compliance with Section 17.2.1 of the General Conditions. Any clarification or modifications to the scope of the Preconstruction Services

3.2.2 In performance of the Services under this Contract, the CM@ Risk shall fully comply with all applicable Laws, Regulations, or Legal Requirements applicable to Owner, the Project and the Contract, including, without limitations those set forth on the attached Exhibit C.

3.2.3 CMAR shall perform the Services under this Contract using only those firms, team members and individuals designated by CMAR consistent with the Statement of Qualifications dated _____, 20____, or as otherwise approved by Owner in accordance with the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

3.2.4 CMAR will comply with all terms and conditions of the General Conditions.

3.2.5 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

3.2.6 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Owner, as set forth in Section 17.2.6 of the General Conditions.

3.3 DETAILED PROJECT SCHEDULE. CMAR shall prepare and present to Owner a Detailed Project Schedule that is acceptable to the Owner and in accordance with Section 17.3 of the General Conditions.

3.4 DESIGN DOCUMENT REVIEWS. CMAR shall conduct the evaluations, perform the design document reviews, make the recommendations and provide the other Services referenced in Exhibits A and E, the RFQ, and the SOQ, and provide all such services in accordance with Section 17.4 of the General Conditions.

3.5 BASELINE COST MODEL, DETAILED COST ESTIMATES AND SCHEDULE OF VALUES

3.5.1 CMAR shall prepare and submit the Baseline Cost Model, Detailed Cost Estimates and Schedule of Values in accordance with Section 17.5 of the General Conditions.

3.5.2 The submitted Baseline Cost Model, Detailed Cost Estimates and Schedule of Values shall not exceed the Owner's budget for the construction of the Project ("Construction Budget") which is \$ _____, and if CMAR submits a Baseline Cost Model, Detailed Cost Estimates and Schedule of Values that exceeds the Construction Budget, the Owner shall have the right to terminate or suspend the Contract and no further payments shall be due from or made by Owner to CMAR.

3.6 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS. CMAR shall select and obtain approval of Subcontractors and Suppliers in accordance with Section 17.6 of the General Conditions.

3.7 PROPOSAL FIXED PRICE\GUARANTEED MAXIMUM PRICE (GMP)

3.7.1 CMAR shall submit a Proposal, either Fixed Price or Guaranteed Maximum Price (GMP) for the entire Work, and for each phase (if required) of the Work, in conformance with the requirements of the RFQ. The Proposal shall be presented in a format acceptable to Owner based upon the Contract Documents. Owner may change the schedule, format, and/or requirements for the Proposal as it deems necessary during Pre-Construction, and may request resubmittal of the Proposal to reflect such changes.

3.7.2 Preparation, submittal, review, and approval (or disapproval, if applicable) of the Proposal shall be done in accordance with Section 17.7 of the General Conditions.

3.7.3 For the purpose of a GMP Proposal, the parties agree that:

1. The CMAR Fee shall be equal to ____ percent of the Direct Costs or a fixed amount of \$ _____;
2. The CMAR Contingency based upon ____ percent complete Construction Drawings shall be equal to ____% of the Cost of the Work plus CMAR Fee; and
3. General Conditions Costs shall be a fixed amount or percentage agreed to as part of the Baseline Cost Model.

3.7.4 The Proposal shall not exceed the Owner's Construction Budget.

3.7.5 The provisions of Section 15 of the General Conditions applicable to GMP contracts shall apply to this Contract if a GMP Proposal is requested and accepted by the Owner.

3.8 ADDITIONAL PRE-CONSTRUCTION SERVICES. Additional Pre-Construction Services that are outside the scope of the services required under the Contract Documents, if any, shall be subject

to, governed by, and performed and compensated in accordance with Section 17.9 of the General Conditions.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 GENERAL

4.1.1 CMAR agrees at its own cost and expense, to perform all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the schedule, stated in attached Exhibit A.2

4.1.2 CMAR shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the CM@ Risk shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Owner, the Project and the Contract.

4.1.4 CMAR shall perform the Work under this Contract using only those firms, team members and individuals designated by CMAR consistent with the Statement of Qualifications dated _____, 20__, the GMP Proposal, or otherwise approved by Owner pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 CMAR will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 **Ownership of Work Product.** Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Owner. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, CMAR hereby transfers and assigns ownership of the copyright in such Work to Owner. The rights in this Section are exclusive to Owner in perpetuity.

4.1.8 Inspections of the Work, approvals, and certifications by the Engineers will be required as specified by Owner.

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

4.1.1 The CMAR will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.1.2 Any additional items which CMAR must deliver to Owner prior to commencing the Work on this Project, if any, include the following:

{If any, to be added by PM}

4.3 **PRE-CONSTRUCTION CONFERENCE** CMAR shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 **PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS).** CMAR shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 CONTROL OF THE PROJECT SITE. CMAR shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 PROJECT SAFETY. CMAR shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS. CMAR shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 PROJECT RECORD DOCUMENTS. CMAR shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK. CMAR shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

4.10 THIRD PARTY BENEFICIARIES. Municipality and District are express third party beneficiaries to all warranties, guarantees and bonds under this Contract.

ARTICLE 5 – OWNER RESPONSIBILITIES

5.1 Owner shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.2 Additional services to be provided or responsibilities assumed, by Owner, if any, are listed in the Special Provisions and also include the following: {If any, to be added by PM}

5.3 Additional Information to be provided by Owner, if any, is listed in the Special Provisions and also includes the following: {If any, to be added by PM}

ARTICLE 6 - CONTRACT TIME

6.1 CONTRACT TIME

6.1.1 The Contract Time shall start with the Notice to Proceed (“NTP”) and end with Final Acceptance, as set forth in Article 6.4 below. The Notice to Proceed cannot be issued prior to the approval and acceptance by Owner of the GMP or Fixed Price.

6.1.2 The Contract Time shall be as set forth in attached Exhibit A. CMAR agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule approved as part of the GMP Proposal and incorporated herein as part of the attached Exhibit A.2 shall be updated and maintained throughout CMAR’s performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.2.2 Failure on the part of CMAR to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for Owner’s termination of this Contract for cause.

6.3 SUBSTANTIAL COMPLETION

Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is _____. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 FINAL COMPLETION AND FINAL ACCEPTANCE

6.4.1 Final Completion shall be achieved within the time period set forth in the Project Schedule, the latest date for completion of which is: _____.

6.4.2 Final Completion will be determined, and Final Acceptance will be issued, pursuant to Section 6.4 of the General Conditions.

6.5 LIQUIDATED DAMAGES

6.5.1 Substantial Completion Liquidated Damages. CMAR acknowledges and agrees that if CMAR fails to achieve Substantial Completion of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain and to calculate with any certainty either at the time of contract or after any breach occurs. Therefore, to provide certainty to both Owner and to CMAR as to the risk associated with the potential for extensive actual damages related to delayed completion, Owner and CMAR agree that if CMAR fails to achieve Substantial Completion of the Work within the time set forth in Article 6.3 above, Owner shall be entitled to retain or recover from CMAR, as liquidated damages and not as a penalty, the following per diem amount commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

{to be added by PM if applicable} per calendar day.

6.5.2 Final Completion Liquidated Damages. For the same reasons set forth in Article 6.5.1 above, Owner and CMAR further agree that if CMAR fails to achieve Final Completion of the Work within the time set forth in Article 6.4.1 above, Owner shall be entitled to retain or recover from CMAR, as liquidated damages and not as a penalty, the following per diem amount commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

{to be added by PM, if applicable} per calendar day.

6.5.3 MAG Liquidated Damages. For the same reasons set forth in Article 6.5.1 and 6.5.2 above, if no liquidated damages are specified in Articles 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

6.5.4 Owner may deduct liquidated damages described in this Article 6.5 above from any unpaid amounts then or thereafter due CMAR under this Contract. Any liquidated damages not so deducted from any unpaid amounts due CMAR shall be payable to Owner at the demand of Owner, together with interest from the date of the demand at the highest lawful rate of interest payable by CMAR.

6.6.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Owner in the event of CMAR's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of CMAR, the cost and expense of which shall be offset against any monies then or thereafter due to CMAR (if any) and otherwise immediately reimbursed to Owner by CMAR.

ARTICLE 7 - CONTRACT PRICE

7.1 CONTRACT PRICE

7.1.1 Preconstruction Services: In exchange for the CMAR's full, timely and acceptable performance of the Pre-Construction Services under this Contract, and subject to all terms of this Contract applicable to Pre-Construction Services, Owner will pay CMAR the "Pre-Construction Services Price," which is _____.

7.1.2 Construction Services: In exchange for CMAR's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Owner will pay CMAR the "Contract Price" agreed to by the Owner as set forth in the accepted GMP Proposal.

7.1.3 The Contract Price for each portion of the Work is all-inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Preconstruction Services and Work encompassed in attached Exhibits A.1 and A.2, respectively.

7.2 COSTS. For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials, basis, the costs which may be reimbursed to CMAR and/or chargeable against the Contract Price shall be determined as set forth in Section 15 of the General Conditions.

ARTICLE 8 – PAYMENT

Payments shall be made to CMAR in accordance with Section 17.8 (for Pre-Construction Services) and 8 (and 15 if the Contract Price is a GMP) of the General Conditions.

ARTICLE 9 – CHANGES TO THE CONTRACT

9.1 Changes to the Contract may be made only in strict accordance with Section 9 of the General Conditions.

9.2 In addition, any change order to this Contract shall be subject to approval by the Engineers (which approval shall not be unreasonably withheld or delayed) and shall be certified to in the applicable Certificate of the Engineers; provided, however, that any change order expected to increase the amount of an Acquisition Project Construction Contract shall be the subject of the same approval requirements that a change order to increase the cost of a construction contract of the Municipality would be subject unless modified by action of the District Board and, specifically, the approval of the District Treasurer.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CMAR shall provide Insurance as provided in the Insurance Requirement included in the RFQ, and in accordance with Section 11.1 of the General Conditions. CMAR shall provide proof of such insurance and all required endorsements in forms acceptable to Owner when required and in accordance with Section 4.2 hereof prior to commencing any Work under this Contract.

11.2 CMAR shall provide performance and payment bonds to Owner in accordance with Section 11.2 of the General Conditions, Section 4.2 hereof, and A.R.S. § 34-610(A).

11.3 All of the entities included in the definition of "Owner" under the definition in Instruction 1.01 of the RFQ shall be named as additional insureds under the CMAR's /Insurance policies under this Contract.

11.4 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Owner, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

CMAR shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions. Parties indemnified under this provision shall include all of the entities included in the definition of “Owner” under the definition in Instruction 1.01 of the RFQ, and each legislator, director, trustee, partner, member, officer, official, independent contractor or employee thereof.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

ARTICLE 15 CONFLICTS OF INTEREST; NO GIFTS TO PUBLIC OFFICIALS

CMAR shall, upon execution of this Contract and upon execution of each Change Order or modification to this Contract, disclose fully and accurately to Owner whether: (a) CMAR or any owner, member, officer or employee, or any spouse, intended spouse or other relative of any of the foregoing, or any person or entity controlled in whole or in part by any of the foregoing (“Related Persons”), holds any office (whether elected or appointed) or has any other relationship with any governmental entity or agency or any elected or appointed Public Official, or (b) any Public Official or any spouse or other relative of any Public Official, or any entity owned or controlled in whole or in part by any of the foregoing (“Public Persons”) owns any interest in CMAR or any other business entity owned or operated in whole or in part by CMAR or any Related Persons, or (c) any Public Persons will receive any part of the Fee or any other consideration relating in any way to the Work to be performed under this Contract and any addenda to this Contract. CMAR shall immediately advise Owner in writing of any supplemental information that renders previously provided information concerning these matters inaccurate or incomplete. Owner’s obligations under this Contract are subject to Owner’s approval, in its sole discretion, of any conflicts of interest disclosed by CMAR as required herein. CMAR shall avoid any governmental conflicts of interest with regard to performance of the Work. CMAR shall not, on Owner’s behalf or in connection with the Work, provide any Gift to or otherwise entertain any Public Official or any other person required. The term “Public Official” means any elected or appointed official, or member, officer, employee or consultant of a federal, state or local governmental or regulatory agency, board, commission, or the judicial branch, or any candidate for such position. The term “Gift” includes any cash or equivalents, honorarium, contribution, item of merchandise, services, discounts on merchandise or services, meals and other entertainment expenses, or any other transfers of any item or service of value. Under no circumstances shall Owner be deemed to have waived the provisions of this Section as to a specific Gift unless the waiver is in writing and signed by two authorized officers of Owner.

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

BROOKFIELD LAKIN, LLC:

CMAR:

By: _____

By: _____
Its: _____

GENERAL CONDITIONS OF CONTRACT

These terms will be the General Conditions for any Contract entered into as a result of the RFQ and are incorporated therein and shall be fully binding upon the Respondent/CMAR

The Owner has adopted General Conditions which encompass provisions that apply, and are incorporated into all construction contracts entered into by the Owner, unless otherwise specifically excluded in the executed Contract. The current edition of the General Conditions can be found as part of the RFQ on the City of Avondale's Website at: www.avondaleaz.gov/procurement.

Municipality operates under the latest revision of the MAG Specifications as amended by Municipality. Municipality's current effective amendment to the MAG Specifications, if any, may be downloaded from Municipality's Web site. Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona and may also be downloaded at their Web site: <http://www.mag.maricopa.gov/> under "Publications." The MAG Specifications and Standard Details and Municipality's amendments thereto are incorporated into the Contract

INSURANCE REQUIREMENTS

1. **Contractor/CMAR's Obligation:** Contractor/CMAR shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor/CMAR and the Owner from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor/CMAR's insurance coverage shall be primary insurance with respect to all other available sources.
2. **General Liability Coverage:** Contractor/CMAR shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractor Broad Form Property Damage and Personal Injury.
3. **Coverage Amounts:** Contractor/CMAR shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability	\$500,000-\$1,000,000
-----------------------------	------------------------------

Contractor/CMAR's General Liability

a. General Aggregate	\$3,000,000
b. Products – Completed Operations Aggregate	\$3,000,000
c. Personal and Advertising Injury	\$3,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000

Automobile Liability

a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000

Contractual Liability

a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$3,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$3,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$3,000,000

Workman's Compensation

a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. Bodily Injury by Disease policy limit	\$1,000,000

4. **Additional Provisions:**

- A. Additional Insured: Contractor/CMAR shall name each of the entities included in the definition of "Owner" under the definition in Instruction 1.01 of the RFQ as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this fact and the project name and number shall be reflected on the Certificate(s) of Insurance.
- B. Cancellation Notice of Material Change of Coverage: Contractor/CMAR's required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Owner.
- C. Certificate(s) of Insurance: Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Owner. Contractor/CMAR is responsible for obtaining Certificates of Insurance establishing that Contractor/CMAR and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Owner for review and filing. Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor/CMAR's obligation to maintain such insurance. Owner shall have the right, but not the obligation, to prohibit Contractor/CMAR or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
- D. Rating of Insurance Company(ies): Any and all insurance company(ies) supplying coverage to Contractor/CMAR must have no less than an "A-" rating in accordance with the A.M. Best rating guide.
- E. Deductible: Contractor/CMAR shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor/CMAR agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. Personal Property: In the event that materials or any other type of personal property (Personal Property) is acquired for the Project or delivered to the Project site, Contractor/CMAR agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor/CMAR shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site.
- H. Waiver of Subrogation: Owner and Contractor/CMAR waive all rights against each other, Project Manager (if not an employee of Owner) and Design Professional, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. Right to Require Higher Limits: Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor/CMAR create higher than normal hazards and, to require Contractor/CMAR to name additional parties in interest to be Additional Insureds.
- J. Waiver of Requirements: The Owner reserves the right to waive or reduce insurance requirements should it be in the best interest of the Owner.

SPECIAL PROVISIONS LIST

The Plans, Details, Specifications and any other Special Provisions applicable to the Project (Special Provisions) are listed below.

List of Special Provisions: {To be inserted by Project Manager}

Plans:

Details:

Specifications:

Special Provisions:

**ACKNOWLEDGEMENT OF ADDENDA
(Instruction 7.05, Attachment E)**

_____ acknowledges that it has received the following
addenda: (Respondent name)

_____ (Addendum #) _____ (Date)

_____ (Addendum #) _____ (Date)

_____ (Addendum #) _____ (Date)

_____ (Addendum #) _____ (Date)

_____ (Addendum #) _____ (Date)

_____ (Addendum #) _____ (Date)

_____ (Addendum #) _____ (Date)

_____ (Addendum #) _____ (Date)

_____ (Addendum #) _____ (Date)

Date: _____ (Signature)

_____ (Title)

**RESOLUTION OF BOARD OF DIRECTORS
(Instruction 7.05, Attachment F)**

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

(Name of Corporation)

RESOLVED that _____, _____ of
(Person Authorized to Sign) (Title)

_____ ("Corporation") is authorized to sign and submit the response or proposal of this corporation for the following project:

BROOKFIELD LAKIN, LLC: EN19-082 ALAMAR COMMUNITY PARK - CMAR

The foregoing is a true and correct copy of the resolution adopted by the Corporation at the meeting of its Board of Directors held on the _____ day of _____, 20_____.

By _____

Title _____

(SEAL)

(THIS FORM MUST BE COMPLETED IF RESPONDENT IS A CORPORATION)

NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF _____)
 COUNTY OF _____) SS.

I, _____ of the City/Town of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to the law of my oath depose and say that:

I am _____ a _____ of the firm of _____, the Respondent making the SOQ for the Brookfield Lakin, LLC Project ALAMAR COMMUNITY PARK, Project and RFQ # EN19-082 and that I executed the said SOQ with full authority to do so; that said Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said SOQ and in this affidavit are true and correct, and made with full knowledge that Owner relies upon the truth of the statements contained in said SOQ and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

 (Signature of Respondent)

 (Printed or Typed Name of Respondent)

(Seal of Corporation)

Sworn to before me this _____ day of _____, 20___, in the County of _____, State of _____.

 (Notary Public)

W-9 FORM (Instruction 7.05, Attachment H)

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
_ _ - _ - _ _
or
Employer identification number
_ _ - _ - _ _

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ORGANIZATIONAL INFORMATION
(Instruction 7.05, Attachment J)

The Respondent shall use this document to describe the background of its company, its size and resources and details of relevant experience.

1. Name of Respondent: _____

dba: _____

2. To whom should correspondence regarding this contract be addressed?

Individual's Name: _____

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____ Email address: _____

Contact Person (if different from above): _____

3. Date business was established: _____

4. Ownership (e.g., public company, partnership, subsidiary): _____

5. Primary line of business: _____

6. Total number of employees: _____

7. Detail corporate experience within the last five years relevant to the proposed RFQ, including specific details regarding the Respondent's experience.

8. Does the organization have any uncorrected audit exceptions? _____
If yes, please explain.

9. Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your firm? _____
If yes, please explain.

11. Have there ever been any felony convictions of any key personnel (i.e., Administrator, CEO, Financial Officers, major stockholders or those with controlling interest)? _____

If yes, please explain:

REFERENCE FORM
(Instruction 7.05, Attachment K)

Owner requires a minimum of THREE (3) references and or a maximum of five (5) (most recently) completed projects, which are similar in magnitude, complexity, and dollar value.

1. Company Name: _____

Name of Person:

Address: _____

Phone Number: _____

Email Address: _____

Bid # or Project # _____
Budget and Date of Completion _____

Brief Project Description: _____
(Including Partnering Team)

**EXCEPTIONS TO RFQ REQUIREMENTS
AND/OR CONTRACT PROVISIONS**

Respondents must use this section to state any exceptions to the RFQ requirements and/or any requested language changes to the terms and conditions, contract, etc.

This is the only time Respondents may contest these issues. Requests for changes after the date Responses are due will not be considered and could subject the Respondent to non-award on grounds of non-responsiveness.

Please sign and include this statement with your Response.

I have read Owner's Contract Provisions and:

- I accept them
- I have stated my exceptions and have included them in this Response.

Printed Name of Authorized Individual

Name of Submitting Organization

Signature of Authorized Individual

Date