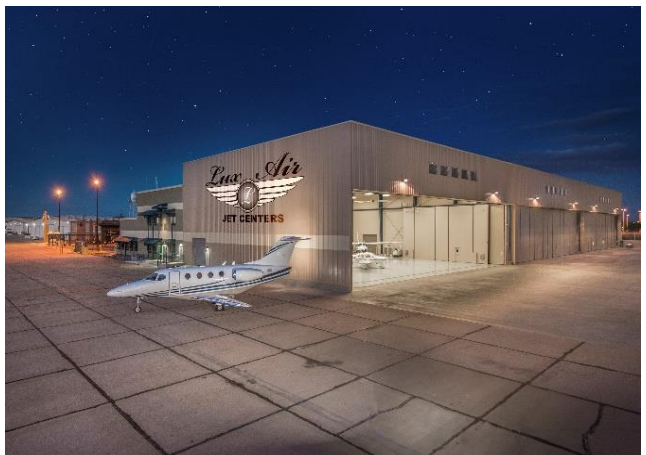


PHX DVT GYR

 CITY OF PHOENIX AVIATION DEPARTMENT

TENANT IMPROVEMENT HANDBOOK



Revised: 05/11/2023

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LIST OF ACCRONYMS

A

- ADEQ - Arizona Department of Environmental Quality
- ADP - Airfield Driver's Permit
- AFFF - Aqueous Film-Forming Foam
- AFP - Annual Facilities Program (City of Phoenix)
- APS - Airport Paging System
- ARS - Arizona Revised Statutes
- AVN - Aviation Department
- AZANG - Arizona Air National Guard

B

- B&P - Business & Properties Division

C

- CADD - Computer Aided Drafting & Design
- CBP - Customs and Border Protection
- CGP - Construction General Permit
- COFC - Certificate of Completion
- COFO - Certificate of Occupancy
- COP - City of Phoenix
- CR - Communications Room
- CSPP - Construction Safety Phasing Plan
- CSWPPP - Construction Storm Water Pollution Prevention Plan
- C&S - Contracts & Services Division

D

- DCS - Design & Construction Services Division
- DVT - Phoenix Deer Valley Airport

E

- EMT - Electrical Metallic Tubing

F

- FAA - Federal Aviation Administration
- FMD - Financial Management Division
- F&S - Facilities & Services Division

G

- GA - General Aviation
- GPR - Ground Penetrating Radar
- GYR - Phoenix Goodyear Airport

H

- HVAC - Heating, Ventilation, and Air Conditioning

- I**
 ITS - Information Technology Services
- M**
 MCAQD - Maricopa County Air Quality Department
 MOU - Memorandum of Understanding
- N**
 NEPA - National Environmental Policy Act of 1969 (42 U.S.C. § 4321 *et seq.*)
 NFPA - National Fire Protection Association
- O**
 OPS - Operations Division
 OTC - Over-the-Counter Building Permit
- P**
 PDD - Planning & Development Department (City of Phoenix)
 PDF - Portable Document Format
 PDS - Premise Distribution System (Fiber Leasing)
 PFD - Phoenix Fire Department
 PHX - Phoenix Sky Harbor International Airport
 PM - Project Manager
 PS&S - Public Safety & Security Division
 PSM² - Improving *PHX DVT GYR* Program
 P&E - Planning & Environmental Division
- R**
 RCC - Rental Car Center
- S**
 SHC - Sky Harbor Center
 SWPPP - Storm Water Pollution Prevention Plan
- T**
 TCP - Traffic Control Plan
 TI - Tenant Improvement
 TIBU - Temporary Indoor Building Use
 TR - Telecommunications Room
 TSA - Transportation Security Administration
 TTS - Tenant Technology Services
- V**
 VSS - Video Surveillance System
- W**
 WSD - Water Services Department (City of Phoenix)

SECTION 1 - INTRODUCTION

The intent of this Tenant Improvement (TI) Handbook is to guide tenants through the City of Phoenix (COP) Aviation Department's (AVN) TI process. This includes project submittal, conceptual approval, permitting, final construction approval, and construction activities for TI projects performed at Phoenix Sky Harbor International Airport (PHX), Phoenix Deer Valley Airport (DVT), and Phoenix Goodyear Airport (GYR) (collectively, Airports). All three Airports are owned, managed, and operated by the AVN.

PHX and DVT are located in the City of Phoenix, therefore, all plans and specifications for TI projects performed at PHX and DVT must comply with the COP's building codes and ordinances. However, GYR is located in the City of Goodyear, therefore, all plans and specifications for TI projects performed at GYR must comply with the City of Goodyear's building codes and ordinances.

To ensure compliance with all applicable tenant policies, rules, and regulations for all three Airports, visit www.skyharbor.com / Business / On-Airport Business / Consultants, Contractors & Tenants.

Please note that DVT and GYR are both General Aviation (GA) Airports and their tenant policies, rules, and regulations may be different from those at PHX. Additional information can be obtained at:

- DVT – www.skyharbor.com / DVT / Doing Business / Tenant Policies, or contact DVT at 602-869-0975 and B&P Division at 602-273-4391
- GYR – www.skyharbor.com / GYR / Doing Business / Airport Rules and Regulations, or contact GYR at 623-932-4550 and B&P Division at 602-273-4391. For questions regarding GYR plan reviews and permitting, visit www.goodyearaz.com, or contact the City of Goodyear's Engineering and Development Services at 623-932-3004.

For more information about the AVN TI process, refer to the TI Process Flowchart (ATTACHMENT A).

The COP is the Landlord. The stakeholders identified below are involved in the review and approval of TI projects before final construction approval is issued:

- AVN Business & Properties (B&P) Division
- AVN Design & Construction Services (DCS) Division
- AVN Facilities & Services (F&S) Division
- AVN Financial Management (FMD) Division
- AVN General Aviation (GA) - DVT and GYR Airports
- AVN Operations (OPS) Division
- AVN Planning & Environmental (P&E) Division
- AVN Public Safety & Security (PS&S) Division

- AVN Technology Division
- AVN Contracts & Services (C&S) Division
- Phoenix Fire Department (PFD)
- COP Planning & Development Department (PDD) and Annual Facilities Program (AFP)
- City of Goodyear Engineering and Development Services
- Fire Alarm System Vendor

The AVN also works closely with the following federal agencies:

- Federal Aviation Administration (FAA), who sets and enforces federal policy on aviation safety issues
- Transportation Security Administration (TSA) Division of the Department of Homeland Security, who protects the nation's transportation systems to ensure freedom of movement for people and commerce

TI projects can be as simple as the relocation or addition of a new door in an existing wall, or as complex as the design and construction of a new building. Regardless of the scope of work of a TI project, the AVN's review, and final construction approval is required *PRIOR* to commencing any construction activity. AVN's specific security and operations requirements, which are usually not encountered at other non-aviation locations, may affect the construction activities of TI projects.

A "TI project" includes, but is not limited to, the following construction and miscellaneous activities performed by, or for, a Tenant occupying space at any of the three COP Airports:

- Performing new construction
- Adding square footage to existing structures
- Remodeling (interior and exterior) of existing structures or spaces (this also includes painting, carpet removal and replacement, millwork removal and replacement, etc.)
- Building-out of existing shell space
- Modifying mechanical, plumbing, electrical and fire systems
- Decommissioning, abandonment, and demolition of existing equipment (partially or in its entirety)
- Performing site work (e.g., asphalt, concrete, grading and drainage, trenching, lighting, etc.)
- Removing, adding, modifying utilities (e.g., water, sewer, gas, electrical, etc.)
- Removing and adding communication lines and conduits (e.g., telephone lines, fiber, wireless applications, data circuits, etc.)
- Installing, replacing, and modifying signage (e.g., airport terminal concessions, and building and monument signage)

- Performing construction in the right-of-way
- Changing fire alarm monitoring vendor(s)
- Obtaining Temporary Indoor Building Use (TIBU) Permit(s)

SECTION 2 – TENANT’S ROLES & RESPONSIBILITIES

A Tenant is any individual, group, company, corporation, or partnership leasing space at any property or facility owned, managed, or operated by the AVN. A tenant and its consultant(s) and contractor(s) are collectively referred to herein as the “Tenant”. A tenant’s consultants and contractors will only be referred to as separate entities only if there is a need to distinguish specific responsibilities.

Tenant agrees that it undertakes the proposed TI project solely for its benefit and is not acting as an agent, employee, or representative of the COP or the AVN for purposes of the TI project. The COP is not responsible to pay for any TI work, except for Hazardous Building Material (HBM) surveys and related abatement activities.

Tenant is responsible for the following requirements for all TI projects conducted at PHX, DVT, and GYR.

A. General Requirements

- Contact the B&P Division and request a TI project *PRIOR* to performing any work in the premises. The B&P Division will provide the Tenant with all required documents to initiate the TI project request.
- Comply with the AVN’s PHX – DVT – GYR Design Standards, located at: www.skyharbor.com / Business / On-Airport Business / Consultants, Contractors & Tenants / Design Standards.
- Comply with the AVN’s Geographic Information System (GIS) standards, located at: www.skyharbor.com / Business / On-Airport Business Support / Consultants, Contractors & Tenants / Policies & Procedures / GIS Standards.
- Pay contractors, subcontractors, and suppliers promptly for all work performed on a TI project. *PRIOR* to performing any work or delivering any materials or equipment, all contractors, subcontractors, and suppliers must take precautions to ensure payment by Tenant for services rendered and materials supplied.
- Contractor, subcontractors, and suppliers may not file, record, or impose any lien on any real estate, buildings, or personal property owned by the COP, including PHX, DVT, and GYR. Tenant shall inform all contractors, subcontractors, and suppliers that PHX, DVT, and GYR are public property and the mechanics' lien statutes do not apply. Tenant shall include this notice provision in all contracts and subcontracts.

- Contractor must secure a performance and payment bond, each in the amount equal to the contract between the Tenant and its contractor, pursuant to Arizona Revised Statutes (ARS) Title 34, Section 222. *PRIOR* to the commencement of any construction activity, the contractor shall provide a copy of each bond to the DCS TI PM to ensure that all debts are paid at the completion of the TI project.
- Provide the completed Verification of Performance and Payment Bond Amount form (ATTACHMENT B.)
- Contractor and subcontractors must be registered with the Arizona Registrar of Contractors (ROC) and have the following active licenses and tax IDs to conduct any work at PHX, DVT or GYR:
 - Arizona State ROC License Number
 - Arizona State Tax ID Number
 - Local Business Privilege License Tax (PLT) Number
- Obtain all required federal, state, and local permits and comply with all AVN rules and regulations.
- Ensure that the contractor complies with the applicable AVN Indemnification and Insurance Agreement (ATTACHMENT B). A valid certificate of insurance confirming the required insurance coverages must be provided to the DCS TI PM before any construction activity begins.
- Ensure that the Notice to Contractors (ATTACHMENT E), is posted at the jobsite along with all project's permits. This notice will be provided by the DCS TI PM when AVN approves the commencement of construction activities.
- Contractors and subcontractors shall not use any Airport or common use janitorial mop sinks to dispose any paint, hazardous materials, or pollutants.
- Tenant's representatives can only park their personal or company vehicles in Airport garages or other parking areas intended for airline passengers if the applicable parking fees are paid. Contact the DCS TI PM to discuss parking areas.
- Contractor must notify, schedule, and coordinate with the DCS TI PM and Improving PHX DVT GYR / PSM² Program *PRIOR* to commencing any construction activity, including utility shutdowns and roadway restrictions, Refer to the Work Activities Minimum Notice Requirements (ATTACHMENT F).
- If the TI project causes damage to any AVN property or adversely impacts Airport operations, the Tenant, at its own expense, must immediately rectify the situation to AVN's satisfaction.

B. Operations Requirements

- Contractor must submit a Traffic Control Plan (TCP) and notify the DCS TI PM and OPS Division at least 48 hours PRIOR to the commencement of any construction activity affecting vehicular traffic movement, traffic barricades, street or lane closures, parking, equipment delivery or staging, passenger safety, and other traffic related issues.
- Contractor must submit a Construction Safety Phasing Plan (CSPP) to the OPS Division for review and approval at least 21 days PRIOR to the commencement of any airside construction activities.
- Contractor must arrange with the Tenant for the bulk storage of all project materials to be stored and staged within the Tenant's premises. AVN does not provide storage or staging areas within the Airport's perimeter fence.
- Contractor must restrict all their tools from the public and always keep them in their immediate control.
- Contractor vehicle loading and off-loading at terminal curbs and AVN buildings must be coordinated in advance with the OPS Division, and all vehicles are subject to inspection.

C. Environmental Requirements

- National Environmental Policy Act Requirements (Long-Lead Item)

Comply with National Environmental Policy Act (NEPA) requirements. Contact the B&P Division early in the project to check applicability of these requirements. NEPA is required for certain projects (e.g., adding or removing a structure or pavement, etc.). Since this is a long-lead item, the Tenant shall email the 30% design drawings for review to the P&E Division at avn.pe@phoenix.gov, using "Tenant Improvement Project - 'Project Name' - 30% Drawings for NEPA Review" in the Subject Line of the email.

- NEPA requirements do not apply to all TI projects. These requirements only apply to projects that involve ground-disturbing activities (e.g., grading, trenching, excavation, changes to Airport Layout Plan and historical or cultural resources, etc.).
- Additional NEPA coordination will occur between the Tenant and the P&E Division.
- Completion of NEPA documents take approximately 12 to 18 months.

- NEPA may include local, state, or federal regulatory agency approvals and may require documentation, additional study, work plans, sampling and testing, or relocation of wildlife that must be concluded PRIOR to commencing any construction activities.
- Hazardous Building Materials Survey (Long-Lead Item)
 - Completion of the Hazardous Building Materials (HBM) survey takes approximately three to four weeks. For more complex TI projects (e.g., significant ground disturbance, demolition, etc.) completion of this survey will take longer.
 - Contact the P&E Division and request a Hazardous Building Materials (HBM) survey (asbestos, lead-containing, and lead-based paint) of all building materials that may be affected during construction, at least 30 days PRIOR to starting any construction activities including remodeling, renovation, repair, drilling, and demolition.
 - Coordinate the subsequent abatement work with the P&E Division. Construction activities cannot commence until a HBM survey is completed and all hazardous materials and pollutants have been identified and abated, as needed. The HBM survey and subsequent remedial work may be performed by the Tenant or P&E Division.
- National Emission Standards for Hazardous Air Pollutants Requirements
 - Submit an asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) notification and applicable fees to the regulatory agency at least 10 business days PRIOR to starting any demolition or renovation activity, regardless of whether any asbestos is present.
 - Obtain a COP demolition permit for all demolition activities.
- Fire Suppression Systems
 - Use an environmentally friendly fluorine-free fire suppression product such as Synthetic Fluorine-Free Foam (SFFF). AVN prohibits the installation of fluorine-containing fire suppression equipment, chemicals, and products on AVN property, such as Aqueous Film-Forming Foam (AFFF). AFFF is a hazardous chemical that contaminates soil and groundwater and injures human, animal, and plant life.
 - Obtain approval from the P&E Division PRIOR to testing any system that contains fluorine-containing suppressants. Tenant must also obtain PRIOR approval from the P&E Division when flow tests of fluorine-containing systems are performed using water, only.

- Air Quality Permit (Long-Lead Item)
 - The contractor shall obtain permits from the regulatory agency for fuel burning equipment (e.g., boilers, generators, etc.) and batch plants, and submit such permits to the P&E Division for review and comment. Obtaining these permits from the regulatory agency may take two to four months.
 - Portable equipment (e.g., generators, grizzly, etc.) - PRIOR to bringing equipment to the project site, or removing equipment from the project site, the contractor must provide a 10-day regulatory agency notification to the P&E Division
 - The contractor must obtain a Dust Control Permit from Maricopa County Air Quality Department (MCAQD) if the project will disturb more than 0.1 acre of land. Allow one to two weeks for the P&E Division to review and provide comments.
 - Copies of all final permits and applicable plans must be provided to the P&E Division one week PRIOR to commencing any construction activity.

- Refrigerant-Containing Devices
 - The handling of refrigerants from devices requires proper EPA removal, handling, disposal or recycling, and reporting.

- Stormwater
 - Construction General Permit (CGP) and Construction Storm Water Pollution Prevention Plan (CSWPPP) require three to four weeks for contractor to complete and for review by the P&E Division. This is a requirement if the project will disturb more than an acre of land and permit is obtained through Arizona Department of Environmental Quality (ADEQ).
 - AVN'S SWPPP control measures (e.g., protection of storm drains, catch basins, drywells, etc.) must always be followed for all TI projects, regardless of project size or scope.
 - Copies of all final permits and applicable plans must be provided to P&E one week PRIOR to commencing any construction activity.

- Soil Import and Excess Soil Disposal
 - If soil must be imported from a location outside the project boundaries, the soil must be tested for characterization purposes. P&E Division shall

review the project to determine the required number of samples and soil analytical tests. Based upon the analytical data, the soil may be deemed clean and approved to be used.

- If excess soil must be exported from a project site, the soil must be tested for waste characterization purposes. P&E shall review the project to determine the required number of samples and soil analytical tests. Based upon the analytical data, the soil may be deemed clean and approved to go to a facility that handles clean fill, or a waste profile will be completed, and the soil will be transferred to the appropriate permitted landfill.
- If excess soil must be exported from one project site to be used at another project site, contact P&E for the requirements.
- Federal Aviation Administration 7460-1 Permit (Long-Lead Item)
 - The P&E Division will determine if this Federal Aviation Administration (FAA) permit is applicable. Construction activities that require a FAA 7460-permit application are as follows: construction of new buildings or facilities, performing work activities on building roofs which would change the building's height, installing new external antennas, changing or adding antennas' frequencies, all construction cranes, and drilling equipment taller than 20 feet, etc.
 - This permit is not required for interior building improvement projects, unless the project requires exterior staging areas, batch plants, construction cranes, and other related items which will affect the building's height.
 - The Tenant must submit complete data requirements to the P&E Division for permit application submission to FAA at least 10 weeks PRIOR to starting any construction activity. P&E Division will review the data, prepare, and submit the application to FAA for review and approval. FAA's review and approval takes approximately eight to nine weeks.

D. Safety and Security Requirements

- Contractor shall acquaint all its personnel with airport operations and conduct all construction activities in conformance with all:
 - airport routine and emergency requirements and guidelines,
 - applicable federal, state, and local laws, rules, and regulations, and
 - established safety and environmental requirements.
- Contractors and subcontractors are responsible for providing their employees with the proper tools and safety equipment to perform the job safely, including any required personal protective equipment.

- Contractor shall provide safe working areas and maximum protection for all personnel and the public to prevent dangerous conditions throughout the progress of the construction activities.
- During construction, the contractor must maintain maximum use of the airport facility and control the work areas to minimize disturbance to the airport's operation. The Contractor shall identify all hazardous and secured areas and prevent the entry of all unauthorized individuals, including employees, subcontractors, suppliers, passengers, and others.
- Contractor shall not violate any safety standards during construction activities. Contractor shall conduct regular safety inspections of all construction activities and storage areas and must take immediate corrective action and initiative to prevent and remedy any unsafe or potentially unsafe conditions.
- All tools used in the Aircraft Operations Area (AOA), and the secured and Sterile Areas must always be guarded by the contractor and kept in their immediate control. When materials and equipment are not in use, the contractor and subcontractor must place them in approved areas where they will not constitute a security or safety hazard.
- All construction personnel requiring airside or Sterile Area access must obtain a security badge.
- Anyone operating a motor vehicle in the AOA shall have completed training and have an active badge with the Airfield Driver's Permit (ADP) icon. In addition to an active badge with the ADP icon, contractors must have a valid driver's license and adequate vehicle insurance for airside access.
- All Tenant's contractors and subcontractors are required to be badged for proper access for all construction activities occurring at the Airport. Limited escorting for the Tenant's non-badged contractors and subcontractors may be allowed and granted by the DCS TI PM, upon approval from the PS&S Division. If granted, the Tenant shall have the properly badged personnel and follow the requirements outlined in the escort form.
- Altering the airport perimeter fence or any access portal is strictly prohibited without the consent of PS&S and other applicable stakeholders. If the TI project must alter the airport perimeter fence or the Sterile concourse areas or requires the installation of a construction wall or fencing, the contractor must contact PS&S to determine if documents must be submitted for TSA approval, prior to beginning any construction activities. PS&S will determine if such documents must be submitted.
- Temporary fences and gates installed during construction shall remain closed and locked, unless continuously staffed by a badged individual, and remain in

place until approved by PS&S to be altered or removed. All fence and gate locks must be approved by the AVN.

- If the Airport security conditions are impacted by the TI project and security guard services are deemed necessary by the PS&S Division to maintain project security, the Tenant is required to enter into a direct-billing agreement with PS&S Division's current and designated security services vendor. Tenant is responsible for all costs associated with such security guard services. Tenant is required to submit all security guard services requests to PS&S for their approval.
- Contractor shall maintain good housekeeping throughout the TI project's duration and shall clean up the project areas at the end of each workday. Contractor shall properly manage all waste generated during the project in accordance with federal, state, and local regulations. Passageways, exits, and firefighting equipment must not be blocked or obstructed.
- For MEDICAL, FIRE and POLICE EMERGENCIES involving life safety (e.g., injuries, fires, security breaches, etc.), the contractor shall immediately call the applicable phone number at each airport:
 - PHX (602) 273-3311 (*DO NOT* call 9-1-1)
 - DVT 9-1-1
 - GYR 9-1-1

For airport assistance, call the applicable phone number at each airport:

- PHX Airport Communications Center (602) 273-3302
- GYR Airport Operations (623) 932-4550
- DVT Airport Operations (623) 869-0975

For additional safety and security related inquiries or concerns, contact the PS&S Division at

- avn.safety@phoenix.gov, or (602) 683-3600
- security.badging@phoenix.gov, or (602) 273-2036.

E. Technology Requirements

- Telecommunications Cabling
 - Each Tenant shall have adequate space within the lease hold for their telecommunications equipment, which shall be placed in an equipment rack or equipment cabinet. Any equipment attached to the wall should be attached to $\frac{3}{4}$ inch fire treated plywood.
 - Each Tenant will be required to bring a minimum 2-inch Electrical Metallic Tubing (EMT) yellow conduit from the telecommunications equipment area to the nearest AVN Communications Room (CR) /

Telecommunications Room (TR). The Tenant must coordinate with the AVN Information Technology Services (ITS) Communications Engineer for the exact location.

- Tenant must run a minimum of 6 strands of Single Mode plenum fiber from the lease hold's equipment area to the designated AVN CR / TR.
- For more information on telecommunications cabling standards refer to www.skyharbor.com / Business / On-Airport Business / Consultants, Contractors, & Tenants / Cabling Standards.
- Data Communications Cabling
 - All cabling shall be a minimum ¾ inch EMT yellow conduit from the workstation outlet back to the telecommunications equipment cabinet, rack, or back board. Each work area outlet must be a minimum 4-square box with a single gang reducer ring.
 - All cabling shall be plenum rated and a minimum of Category 6.
 - For more information on data communications cabling standards refer to www.skyharbor.com / Business / On-Airport Business / Consultants, Contractors, & Tenants / Cabling Standards.
- GIS Standards
 - Tenant shall comply with AVN's GIS standards. For more information refer to www.skyharbor.com / Business / On-Airport Business / Consultants, Contractors, & Tenants / Policies & Procedures / GIS Standards.

If a TI project includes any modifications to the existing electrical, mechanical, plumbing, fire alarm, and fire sprinkler systems, or any modifications to the conceptually approved scope of work, the Tenant must comply with the requirements listed below in Items E through I.

F. Electrical System Modification Requirements

If the TI project includes any modifications to the existing electrical system, including additional electrical loads, the Tenant shall:

- Identify electrical panels and provide load calculations or conduct a 30-day load test to confirm the availability of sufficient power to operate all equipment. The load test must be performed by a licensed Arizona commercial electrical contractor trained in the National Fire Protection Association (NFPA) 70E.

AFP's review and approval are required PRIOR to proceeding with any electrical system modifications.

- Contractor shall label all affected electrical and data lines, electrical panel boxes, and equipment according to the AVN requirements.

If clarification is needed to determine if the TI project's scope of work is considered an electrical system modification, contact the DCS TI PM.

G. Mechanical System Modification Requirements

If the TI project includes any modifications to the existing mechanical system (e.g., HVAC and associated equipment), the Tenant shall:

- Contact the DCS TI PM to request contact information for AVN's Mechanical Maintenance and Energy Systems Sections of the F&S Division. It is the Tenant's responsibility to coordinate all work and to verify that the existing mechanical equipment in the tenant space is operating properly PRIOR to making any modifications to the system.
- Adjust or upgrade the systems in all affected areas, as needed.
- Update all graphics and points on the building automation or fire system front ends.

If clarification is needed to determine if the TI project's scope of work is considered a mechanical system modification, contact the DCS TI PM.

H. Plumbing and Roofing Systems Modification Requirements

If the TI project includes any modifications to the existing plumbing system (e.g., supply lines - domestic water, and waste lines – sanitary sewer) and to the existing roofing system (e.g., penetrations – pipes, skylights, vents, and air conditioning units), the Tenant shall:

- Contact the DCS TI PM to request contact information for AVN's Building Maintenance Section of the F&S Division. It is the Tenant's responsibility to coordinate all work and to verify that these systems are in proper condition PRIOR to making any modifications.

If clarification is needed to determine if the TI project's scope of work is considered a plumbing or roofing system modification, contact the DCS TI PM.

I. Fire Alarm and Sprinkler Systems Modification Requirements

If the TI project includes any modifications to the existing fire alarm system, the Tenant shall:

- Immediately contact the DCS TI PM to request contact information for the AVN Fire Alarm System Vendor's representative to coordinate all fire alarm design work.
- Contact the DCS TI PM to request contact information for AVN's Energy Systems Maintenance Section of the F&S Division. It is the Tenant's responsibility to coordinate all inspections and testing PRIOR to any work being performed, including demolition.

If the TI project includes any modifications to the existing sprinkler system, the Tenant shall:

- Contact the DCS TI PM to request contact information for AVN's Mechanical Maintenance Section of the F&S Division to coordinate a 4-point assessment PRIOR to any work being performed. The 4-point assessment shall be performed within the project's scope of work area and must evaluate the interior condition of the existing sprinkler piping.

If clarification is needed to determine if the TI project's scope of work is considered a fire alarm or sprinkler system modification, contact the DCS TI PM.

J. Scope of Work Modification Requirements

If the Tenant requests any modifications to the scope of work which was already conceptually approved by the B&P Division, the Tenant shall:

- Notify the B&P and DCS Divisions, in writing, PRIOR to making any modifications. Upon receipt of the Tenant's request for scope of work modifications, the B&P and DCS Divisions will determine if additional approval and resubmittal are required. Tenant shall pay all inspection fees and other related charges for all requested scope of work modifications.

SECTION 3 – OTHER STAKEHOLDERS' ROLES AND RESPONSIBILITIES

There are various stakeholders involved in different phases of the review and approval processes of TI projects. The roles and responsibilities of each stakeholder are listed below.

A. City of Phoenix Aviation Business & Properties Division

- Tenant management
- Tenant lease compliance
- Conceptual approval

B. City of Phoenix Aviation Design & Construction Services Division

- Constructability (e.g., materials, approach to construction, scope of work, etc.)
- Ensures compliance to AVN's design standards (www.skyharbor.com / Business / On-Airport Business / Consultants, Contractors, & Tenants / Design Standards)
- Observation of non-technical construction site activities for compliance with AVN standards for safety, security, and protection of the traveling public and other tenant areas
- Compliance with the scope of work which was conceptually approved by the B&P Division
- Construction schedule coordination (e.g., work hours, phasing and impact to Airport functions and operations)
- Construction staging coordination
- Coordination of project parking areas
- Compliance with Traffic Control Plan (TCP)
- Subsurface investigations
- Compliance with the insurance and indemnification requirements
- Coordination of environmental compliance
- Compliance with surety bonds (payment and performance)

C. City of Phoenix Aviation Facilities & Services Division

- Smoke and fire alarm systems
- Sprinkler systems
- Energy systems (e.g., ACAMS, e-locks, trilogy, etc.)
- Compatibility with existing terminal building systems (e.g., mechanical, electrical, plumbing, etc.)
- Utility considerations

D. City of Phoenix Aviation Operations Division

- Monitors construction sites and activities to ensure compliance with Airport and federal safety and security rules and regulations
- Reviews and approves the Traffic Control Plan (TCP) – approval of the TCP is required PRIOR to commencing any construction activities involving road restrictions.

- Reviews and approves the Construction Safety Phasing Plan (CSPP) - depending on the work area of the TI project, the FAA and Airside Operations may require a CSPP.

E. City of Phoenix Aviation Planning & Environmental Division

- NEPA Requirements
- HBM Surveys
- NESHAP Requirements
- Fire Suppression Systems
- Air Quality Permits
- Refrigerant-Containing Devices
- Stormwater
- Excess Soil Disposal
- FAA 7460-1 Permit

F. City of Phoenix Aviation Public Safety & Security Division

- Prohibits access to unauthorized persons, vehicles, and equipment to all areas beyond the security checkpoints and the areas of any Airport used for the landing, take-off, or surface maneuvering of aircraft. No one may enter these areas without proper authorization. Violators are subject to fines and arrest.
- Determines if documents must be submitted for TSA approval, prior to beginning any construction activities when a TI project alters the airport perimeter fence, Sterile concourse areas, requires the installation of a construction wall or fencing

G. City of Phoenix Aviation Technology Division

- Telecommunications cabling
- Data communications cabling
- Wireless communications
- Video Surveillance System (VSS)
- Integration with the Airport Paging System (APS)
- Ensures compliance with AVN's GIS standards (www.skyharbor.com / Business / On-Airport Business / Consultants, Contractors, & Tenants / Policies & Procedures / GIS Standards)

H. City of Phoenix Aviation Contracts & Services Division

- Compliance with the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101 *et seq.*)

I. City of Phoenix Fire Department - Projects at Phoenix Sky Harbor International & Deer Valley Airports

- Hazardous materials and fuels
- Fire suppression sprinkler systems
- Standpipes
- Hood systems
- Fire alarm systems
- Underground fire lines and hydrants
- Hot work permit

J. City of Phoenix Planning & Development Department and Annual Facilities Program - Projects at Phoenix Sky Harbor International & Deer Valley Airports

- Plans review and approval
- Permits
- Inspections for applicable codes
- Compliance with ordinances

K. City of Goodyear Engineering & Development Services Department - Projects at Phoenix Goodyear Airport

- Plans review and approval
- Permits
- Inspections for applicable codes
- Compliance with ordinances

L. Fire Alarm Systems Vendor

- Smoke and fire alarm system design
- Compatibility with fire alarm systems

For more information, contact the DCS Division at 602-273-2011.

SECTION 4 – REQUESTING A TENANT IMPROVEMENT PROJECT

Tenant must submit a TI project request to the B&P Division detailing the proposed improvements or changes, the areas in which the project will be conducted, and the proposed construction time frame. For all requested TI projects, the AVN encourages and promotes the use of recycled and sustainable products for green building.

After the B&P Division determines that the proposed TI project complies with the requirements of the Tenant's lease agreement, a conceptual approval letter will be issued to the Tenant along with the following documents:

- TI Submittal Data Sheet (ATTACHMENT B)
- Indemnification and Insurance Agreement (ATTACHMENT B)
- Verification of Performance and Payment Bond Amount form (ATTACHMENT B)

Tenant must return to the B&P Division:

- Acknowledged conceptual approval letter
- Completed TI Submittal Data Sheet
- Signed Indemnification and Insurance Agreement (signed by Contractor)
- Signed Verification of Performance and Payment Bond Amount form (signed by Tenant)

If the Tenant has not yet selected a contractor at the time of the TI project submittal, the Tenant must still complete the following documents and note them as "To Be Determined" (TBD):

- Indemnification and Insurance Agreement
- Verification of Performance and Payment Bond Amount form (Items 3 and 4)

After Tenant selects the contractor, the foregoing documents must be completed and resubmitted to the DCS Division PRIOR to commencing any construction activity.

SECTION 5 – CONCEPTUAL AND FINAL APPROVAL

Both conceptual and final approvals are required PRIOR to commencing any construction activity. The approvals are independent of each other and are issued by two different AVN Divisions at different phases of the TI project.

Conceptual approval is subject to Tenant agreeing to comply with all requirements in this TI Handbook. Conceptual approval is issued by the B&P Division.

After the B&P Division conceptually approves the TI project, a TI project request will be submitted to the DCS Division, which will assign a TI PM and a TI Project number. The DCS TI PM serves as the liaison between the Tenant and other AVN and non-AVN stakeholders. The DCS TI PM will assist Tenant through the TI process and provide final approval after all TI process requirements are met and construction of the TI project is ready to commence.

DCS Division will inform both the Tenant and the B&P Division of the TI project's assignment and will inform the Tenant of all the TI project requirements. After all requirements are met, the DCS Division will issue the Final Approval Letter, Jobsite Final Approval, and Notice to Contractors (ATTACHMENT E).

Tenant shall NOT commence any construction activity in the Premises without obtaining final approval from the DCS Division. If the Tenant commences or undertakes any work prior to receiving final approval from the DCS Division, the AVN reserves the right to remove the Tenant from its Premises and restore the Premises to its prior condition at the Tenant's sole expense.

For additional information on obtaining final construction approval, refer to SECTION 8.

SECTION 6 – DESIGN SUBMITTAL AND REVIEW PROCESS

All design documents (e.g., drawings, specifications, reports, engineering calculations, etc.) for TI projects must follow the AVN submittal and review process.

TI projects that have greater construction complexity may require intermediate submittals (i.e., 30%, 60%, 90%, and final drawings). Tenant shall contact the DCS TI PM to verify if such intermediate submittals are required during the review process.

All design documents must adhere to the approved concept as described in the conceptual approval letter issued by the B&P Division and must be sealed and signed by an architect or engineer licensed by the State of Arizona. Tenant must perform on-site field verifications to confirm that the existing site conditions are reflected on the design documents. The design must meet all federal, state, local, and Airport rules, regulations, codes, ordinances, and requirements.

The following professionals that assist the Tenant with the design and construction process must be licensed by the State of Arizona:

- Architect
- Engineer
- Contractor (who must also be bonded in the State of Arizona)
- Subcontractors

Tenant must submit all the following design documents to the DCS Division for review. Incomplete submittals are unacceptable and will be rejected:

- One electronic copy of drawings in Computer Aided Drafting & Design (CADD) and Portable Document Format (PDF)
- One electronic copy of additional construction documents (i.e., reports, computations, engineering calculations, specifications, etc.) (PDF)

The DCS Division will route all construction documents to the appropriate AVN division and other COP departments for review, as needed. All review comments will be compiled by the DCS Division and submitted to the Tenant. This review process may take approximately 15 business days. Tenant is responsible to address and incorporate all review comments provided by DCS, and return to the DCS TI PM:

- Responses to all plan review comments
- Revised plans

After the DCS Division ensures that all review comments have been satisfactorily addressed by the Tenant, the DCS TI PM will provide Tenant with an AFP Plan Review Transmittal Form – COP (ATTACHMENT C). Tenant must submit this form, along with all the following construction documents, to the Annual Facilities Program (AFP):

- Two sets of 24" x 36" (full size) drawings
- One set of additional construction documents (*i.e.*, specifications, reports, engineering calculations, etc.)

SECTION 7 – PERMITTING PROCESS

The City of Phoenix AFP or PDD will review plans, issue permits, and conduct inspections for all TI projects at PHX, including other AVN properties such as Rental Car Center (RCC) and Sky Harbor Center (SHC), and for all TI projects at DVT, unless otherwise identified in Section 7.D. (refer to **EXCEPTIONS FOR PDD**).

The City of Goodyear will issue permits and conduct inspections for all TI projects at GYR.

A. City of Phoenix Annual Facilities Program

AFP is a permitting process that does not exempt or preempt compliance with other COP, county, state, or federal laws, rules, or regulations. The advantage of using AFP is to simplify the review, permitting, and inspection services. The same AFP staff performing the plan reviews will also be performing the inspections.

Construction activities for TI projects conducted on AVN properties at PHX, DVT, and surrounding AVN properties at PHX whose address is on the AFP Facilities registered list qualify for submittal to AFP for plan review, permits, and inspections.

DCS Division will confirm if the TI project's address is on the AFP Facilities registered list (AFP Facility #: I-0043). If the address is not on this list, then the DCS Division will coordinate with the AFP on the eligibility, approval, and addition of such address.

Projects to be performed at facilities where the Tenant has its own AFP Facility # (other than AFP Facility #: I-0043) are not required to go through the AVN TI program. This applies ONLY to facilities that are NOT owned by the AVN and are NOT located on AVN properties.

As part of the AFP submittal process, Phoenix Fire Department (PFD) will review fire plans and specifications for all TI projects involving fire protection and life safety systems (*i.e.*, fire sprinklers, fire hydrants, and fire alarm systems) to ensure compliance with the applicable Fire Code and issue the necessary fire permits. The PFD will also regulate the installation, storage, handling, and use of hazardous materials, including flammables and combustibles.

AVN will invoice Tenant for all applicable plan review and inspection costs charged by the AFP. For additional questions pertaining to this billing process, contact the B&P Division at 602-273-4391.

The AFP is located at 438 West Adams, Phoenix, Arizona 85003. For more information, please refer to the AFP's website at [City of Phoenix Annual Facilities Program](#), or call the AFP at 602-262-7501.

The AFP ensures compliance with all applicable building and fire codes, and the AVN ensures compliance with AVN Design Standards and verifies that there are no impacts to Airport operations.

The plan review durations for the AFP and AVN are a minimum of:

- AFP regular review: 15 business days
- AFP expedited review: five to eight business days. If the Tenant prefers an expedited review, the Tenant must contact the DCS Division for an expedited review approval and coordination with the AFP. The cost for an expedited review will be three times the cost of the regular review.
- AVN review: 10 business days

PRIOR to submitting any plan to the AFP, Tenant must contact the DCS Division and request an AFP Plan Review Transmittal Form – COP (ATTACHMENT C). The AFP does not accept any plan submittals without this form.

During the review process, AFP can either approve the plans and issue the permit(s), or request corrections to the plans.

- If AFP APPROVES the plans:
 1. AFP will notify the DCS TI PM
 2. DCS Division will provide the Tenant with an AFP Plans/Permit Release Notification - COP (ATTACHMENT D)
 3. Tenant must submit the Plans Permit Release Notification to the AFP and pick up the approved plans and permit(s)

- If AFP REQUESTS CORRECTIONS to the plans:
 1. AFP notifies the DCS TI PM
 2. DCS Division will provide the Tenant with an AFP Plans Corrections & Resubmittal Notification - COP (ATTACHMENT D)
 3. Tenant must submit the Plans Correction & Resubmittal Notification to the AFP and pick up the plans with comments
 4. Tenant addresses all AFP comments
 5. Tenant must request a new AFP Plan Review Transmittal Form - COP (ATTACHMENT C) from the DCS Division and resubmit corrected plans to the AFP

AFP will NOT release any approved plans or permits without the notifications listed above. The inspections required as per the AFP permits will be performed by the AFP. The Tenant's contractor shall contact the AFP to schedule all permit required inspections and must receive AFP's approval PRIOR to concealing any work performed.

B. City of Phoenix Planning & Development Department

TI projects involving construction of new buildings or the addition of square footage to any existing buildings are permitted using the PDD's standard permitting process. The DCS TI PM will provide the Tenant with the PDD liaison's contact information. Tenant must coordinate all plan submittals with the PDD liaison.

COP code compliance is required for all building, fire, mechanical, plumbing, electrical, telecommunications, and data communications cabling governing construction within the COP, including compliance with all the following:

- Building Code
- Zoning
- Sewer Connections
- Grading and Drainage
- Health Code

Durations for PDD's plan review and approval will vary depending on the complexity of the project. AVN's plan review and approval must be completed PRIOR to PDD submittal.

Tenant is responsible to pay all PDD plan review costs, directly to PDD, at the time of submittal. For questions pertaining to plan review rates, contact PDD at 602-262-6011.

Once the permits are issued by the PDD, such permits will be transferred to the AFP and all required permit inspections will be performed by the AFP. AVN will invoice the Tenant directly for the inspections costs once the inspections are completed. For questions pertaining to inspection costs, contact the B&P Division at 602-273-4391.

PDD is located on the second floor of City Hall at 200 West Washington Street, Phoenix, Arizona 85003. For more information refer to the PDD's website located at www.phoenix.gov/pdd/onlineservices, or call the PDD On-line Services & Information at 602-262-6011.

C. City of Goodyear Engineering & Development Services Department

TI projects performed at GYR are permitted through the City of Goodyear's permitting process. Tenant must coordinate all plan submittals through the DCS TI PM.

D. Permits - Projects at Phoenix Sky Harbor International & Deer Valley Airports (including surrounding Aviation Properties at Phoenix Sky Harbor International Airport)

Some construction activities (e.g., painting, carpeting removal and replacement, millwork removal and replacement, etc.) may not require plans submittal for permitting.

For any TI project, the DCS TI PM or the Tenant will inquire with the AFP/PDD whether permits are required, and what type(s) of permits are required. Tenant is responsible to confirm all AFP/PDD plan submittal requirements. Tenant must always comply with all P&E requirements whether AFP/PDD permits are required.

AFP or PDD will review all plans and specifications and issue the permits listed below. These types of permits are issued either by the AFP or PDD.

1. Over the Counter (OTC) Permit

Construction activities qualifying for this type of permit include:

- Maintenance to existing structures
- Minor remodels
- Adding or relocating doors or windows in non-rated walls
- Relocating existing signs
- Non-rated finishes
- Adding or relocating electrical outlets
- Maintenance and modifications to existing cell antennas

DCS TI PM will coordinate with AFP to determine if an OTC Permit is applicable. DCS Division will submit the OTC Permit request to the AFP. Once the OTC Permit is obtained from the AFP and all the TI project requirements are complete, the DCS Division will provide the Tenant with the OTC Permit.

2. Full Submittal Permit

AFP will issue permits for all construction activities, EXCEPT for:

- New construction
- Addition of square footage

PDD will issue permits ONLY for the following construction activities:

- New construction
- Addition of square footage

Tenant shall notify the DCS TI PM of all changes or revisions to the approved construction documents. AFP or PDD may require additional plan reviews.

EXCEPTIONS FOR PDD:

1. *PDD may not provide plan reviews, permits, and inspections for site and civil disciplines for certain TI projects. This will depend on the TI project's location in reference to the PHX and DVT airports. The DCS TI PM will schedule a coordination meeting with PDD, Water Services Department (WSD), Tenant and other applicable AVN divisions to determine the roles and responsibilities of each stakeholder as far as plan reviews, permits, and inspections.*
2. *PDD will not provide plan reviews, permits, and inspection services for TI projects performed by Federal Agencies (e.g., Arizona Air National Guard - AZANG, U.S. Customs and Border Protection - CBP, and FAA). The agency having jurisdiction over these agencies will provide these services.*

E. Permits - Projects at Phoenix Goodyear Airport

City of Goodyear will issue all permits for TI projects performed at GYR. For more information, visit goodyearaz.gov/ or contact the Engineering & Development Services for City of Goodyear at 623-932-3004.

Whether or not permits are required for TI projects performed at PHX, DVT, and GYR, the Tenant must always comply with all AVN P&E requirements.

SECTION 8 - OBTAINING FINAL CONSTRUCTION APPROVAL

Once the Tenant complies with all AVN TI projects requirements, the DCS Division will issue the Final Approval Letter, Jobsite Final Approval, and Notice to Contractors (ATTACHMENT E) to the Tenant and all pertinent stakeholders. Construction activities shall NOT commence until DCS issues these documents.

DCS TI PM will schedule a site-walk or a pre-construction meeting prior to the commencement of any construction activity. Attendance by Tenant's contractor is

mandatory. Tenant and its architect, engineer, and main subcontractors are not required to attend but are strongly encouraged to do so.

Tenant shall post the Jobsite Final Approval, Notice to Contractors, PDD or AFP permits, and the approved construction documents at the construction site and ensure that all these documents are present in a visible location during the entire construction period.

Deviations from the originally approved scope of work are not allowed without the prior approval of the B&P and DCS Divisions. The TI project shall also comply with all the requirements listed in the conceptual approval letter, previously issued by the B&P Division.

SECTION 9 - CONSTRUCTION REQUIREMENTS

All construction activities shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

The permitting agency (COP AFP or PDD, or City of Goodyear) will perform inspections for compliance with applicable codes and ordinances. The AVN will monitor construction activities and perform non-technical inspections to ensure compliance with Airport and federal safety and security rules and regulations, protection of the traveling public, and proper coordination with affected AVN divisions.

The contractor shall contact the proper permitting agency and schedule all required inspections as specified on the permit.

For Medical and Fire Emergencies at the following locations, call the phone numbers listed below:

- ***PHX – Call (602) 273-3311; Do not call 9-1-1***
- ***Surrounding AVN properties at PHX – Call 9-1-1***
- ***DVT and GYR – Call 9-1-1***

Tenant shall provide access to all construction sites, including all non-public areas. The PFD requires that visible signage be posted at the entrance of each TI project. Signage must provide information on how to access the construction site.

All floor and wall penetrations require a Ground Penetrating Radar (GPR) investigation. A DCS Division Inspector must be present for all GPR investigations. If any floor or wall penetration occurs without a DCS Division Inspector present, then the TI project will be stopped immediately. Exceptions to this requirement must be discussed with DCS TI PM PRIOR to any GPR floor and wall penetrations.

At least five business days PRIOR to commencing any subsurface construction activity (e.g., excavation, saw cutting, pot holing, drilling, or coring) on any AVN property, a

Subsurface Permit Application must be submitted and approved by the DCS TI PM or its Delegated Proxy. After the application is approved, Tenant shall coordinate the subsurface construction activities with the PSM² and DCS Division Inspector. The DCS Division Inspector must be present during all subsurface construction activities, otherwise the TI project will be stopped immediately.

Construction barrier walls shall be erected in order to ensure the safety and security of all employees and the public. TI projects shall use standard construction barrier walls (e.g., Mall Wall, Starc Wall, or the equivalent) until all construction activities are complete. If temporary construction barrier wall panels are needed for a limited time, the Tenant shall coordinate such wall panels with the PSM² and DCS TI PM.

Tenant's contractor must notify the DCS TI PM when the TI project is complete. If deemed necessary by the AVN, the DCS TI PM will coordinate a final walk-through to confirm completion of the project and compliance with airport design standards.

SECTION 10 - POST CONSTRUCTION REQUIREMENTS

Tenant shall provide the DCS TI PM with the following close-out documents within 60 calendar days after the project is completed:

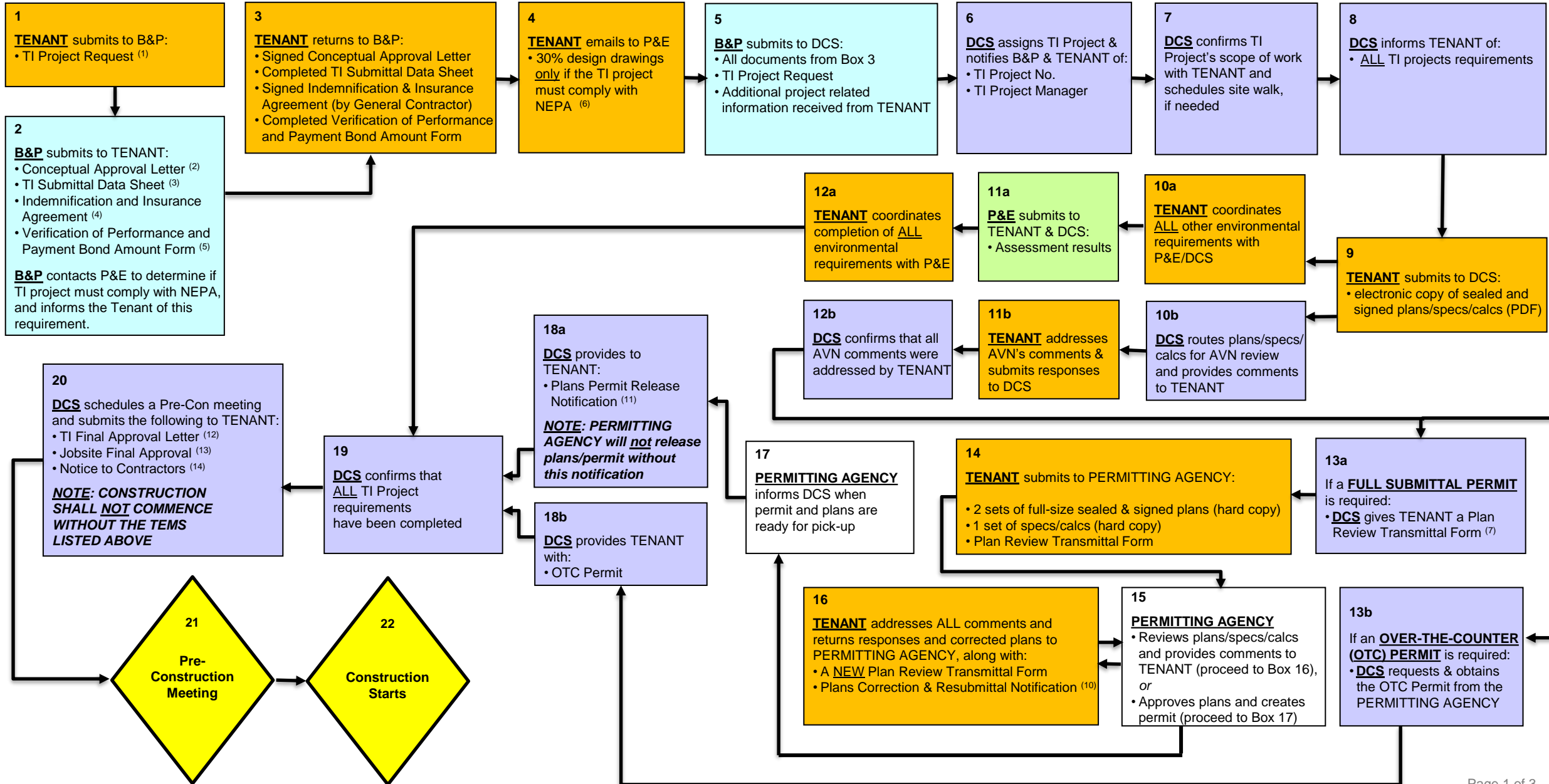
- Copies of all green tags
- Copy of the Certificate of Completion (COFC) or Certificate of Occupancy (COFO), as applicable
- Contractor's red-lined drawings (PDF file)
- Record drawings (PDF & CADD files)

The DCS TI PM will inform the B&P Division if Tenant does not provide the close-out documents identified above, within the required timeframe. It's at the B&P Division's discretion to deny future TI project requests for these Tenants.

ATTACHMENT A

- Tenant Improvement Process Flowchart

City of Phoenix Aviation Department - Tenant Improvement (TI) Process Flowchart



SUPERSCRIPT LEGEND:

- (1) TI Project Request – identifies the TI project’s scope of work, location, schedule, and other pertinent project information.
- (2) Conceptual Approval Letter – this conceptual approval is issued by B&P Division for the requested TI project. This is NOT an approval to start construction activities.
- (3) TI Submittal Data Sheet – identifies the TENANT’s information, TI project details, and Designer/General Contractor’s information.
- (4) Indemnification and Insurance Agreement – AVN’s indemnification and insurance requirements for TENANT’s General Contractor.
- (5) Verification of Performance and Payment Bond Amount Form – verifies that the construction contract amount & performance/payment bonds amount match. If a contractor has not been selected at time of submittal, list “TBD” and resubmit the form with the accurate information once the contractor is selected.
- (6) NEPA Compliance – 30% drawings must be emailed to avn.pe@phoenix.gov with Subject Line: 30% Drawings for NEPA Review for “Tenant Improvement Project – Name of Project”.
- (7) Plan Review Transmittal Form – gives TENANT permission to submit plans to the PERMITTING AGENCY for review and approval.
- (8) Plans Correction & Resubmittal Notification – gives TENANT permission to re-submit corrected plans to the PERMITTING AGENCY for review and approval.
- (9) Plans Permit Release Notification – gives TENANT permission to pick up permit and approved plans from the PERMITTING AGENCY.
- (10) TI Final Approval Letter – this final approval is issued by DCS Division for the requested TI project. This, along with document (11) and (12) below gives TENANT the approval to start construction activities.
- (11) Jobsite Final Approval – this approval identifies the project and contact information. It MUST ALWAYS be posted at the jobsite or be in the Contractor Superintendent’s possession.
- (12) Notice to Contractors – this notice specifies that contractors, subcontractors and suppliers may not file liens on public property. It MUST ALWAYS be posted at the jobsite, along with the Jobsite Final Approval.

NOTE: DO NOT start ANY construction activities without document (10), (11), and (12) listed above.

RESPONSIBLE PARTY COLOR LEGEND:



RESPONSIBLE PARTY LEGEND:

AVN – COP’s Aviation Department

B&P – AVN’s Business & Properties Division

COP – City of Phoenix

DCS – AVN’s Design & Construction Services Division

P&E – AVN’s Planning & Environmental Division

PERMITTING AGENCY – COP’s Annual Facilities Program (AFP) for projects at PHX and DVT airports, or City of Goodyear for projects at GYR airport

TENANT – Tenant / Tenant’s Representative (Designer or Contractor)

NOTES:

1. Goodyear (GYR) Airport TI Projects – Plans/specifications for TI Projects at the GYR airport must comply with City of Goodyear’s building codes. For plan reviews and permitting information visit www.goodyearaz.com or contact City of Goodyear’s Engineering & Development Services at 623-932-3004.
2. For additional TI Process information, refer to the Tenant Improvement Handbook.

ATTACHMENT B

- Tenant Improvement Submittal Data Sheet
- Indemnification and Insurance Agreements
 - A. AIRSIDE Projects at PHX
 - B. LANDSIDE Projects at PHX
 - C. GENERAL AVIATION Projects at DVT & GYR
- Verification of Performance and Payment Bond Amount

**CITY OF PHOENIX AVIATION DEPARTMENT
TENANT IMPROVEMENT SUBMITTAL DATA SHEET**

DATE	
-------------	--

TENANT NAME				
ADDRESS				
CITY	STATE		ZIP	
CONTACT PERSON				
OFFICE PHONE	CELL PHONE			
EMAIL ADDRESS				

SUBLESEE NAME (IF APPLICABLE)				
CONTACT PERSON				
OFFICE PHONE	CELL PHONE			
EMAIL ADDRESS				

PROJECT TITLE				
PROJECT LOCATION				
PROJECT DESCRIPTION				
PROJECT BUDGET / VALUATION (\$)	SQUARE FOOTAGE			
PROPOSED CONSTRUCTION DATE	CONSTRUCTION DURATION			

ARCHITECT / ENGINEER				
ADDRESS				
CITY	STATE		ZIP	
CONTACT PERSON				
OFFICE PHONE	CELL PHONE			
EMAIL ADDRESS				

GENERAL CONTRACTOR				
ADDRESS				
CITY	STATE		ZIP	
BUSINESS LICENSE #				
STATE TAX #	STATE LICENCE ROC #			
CONTACT PERSON				
OFFICE PHONE	CELL PHONE			
EMAIL ADDRESS				

NOTES:

1. **DO NOT START ANY CONSTRUCTION ACTIVITIES WITHOUT OBTAINING A FINAL APPROVAL LETTER AND A JOBSITE FINAL APPROVAL FROM THE AVIATION'S DESIGN AND CONSTRUCTION SERVICES (DCS) DIVISION.**

2. **FOR MORE INFORMATION ABOUT THE TENANT IMPROVEMENT PROCESS, REFER TO THE TENANT IMPROVEMENT HANDBOOK, AVAILABLE AT WWW.PHXSKYHARBOR.COM / BUSINESS / ON-AIRPORT / BUSINESS / CONSULTANTS, CONTRACTORS & TENANTS.**

INDEMNIFICATION AND INSURANCE AGREEMENT

AIRSIDE PROJECTS PHOENIX SKY HARBOR INTERNATIONAL AIRPORT (PHX)

DEFENSE AND INDEMNIFICATION CLAUSE:

To the maximum extent allowed by law, including Title 34 A.R.S., Contractor (“Indemnitor”) agrees to defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents and employees (and any jurisdiction or agency issuing permits for any work included in the project, and its officers, agents and employees) (“Indemnitee”) from any and all claims, actions, liabilities, damages, losses or expenses, (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees, or subcontractors (Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s workers’ compensation law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the City’s award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix under this Contract. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

INSURANCE SPECIFICATIONS:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors and Contractor may purchase additional insurance as they determine necessary.

All certificates required by this Contract shall be sent directly to **Tenant Improvement Project Manager @ Phoenix Aviation, Design & Construction Services – 500 S. 24th St., Phoenix, AZ 85034**. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** -Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

1. **Commercial General Liability – Occurrence Form**

- | | |
|---|-------------|
| • General Aggregate | \$5,000,000 |
| • Products – Completed Operations Aggregate | \$5,000,000 |
| • Personal and Advertising Injury | \$5,000,000 |
| • Each Occurrence | \$5,000,000 |

INDEMNIFICATION AND INSURANCE AGREEMENT

AIRSIDE PROJECTS PHOENIX SKY HARBOR INTERNATIONAL AIRPORT (PHX)

- a. The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor, related to this Contract.
- b. Coverage must include XCU coverage.
- c. Policy must not contain any restrictions of coverage for operations on or near airport premises.
- d. There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as additional insured.
- e. City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- f. The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$5,000,000

- a. Policy must not contain any restrictions of coverage for operations on or near the Airport
- b. The policy shall be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, related to this contract
- c. The City of Phoenix as an additional insured to the full limits of liability purchased by the Contractor
- d. The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the City of Phoenix.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Builders' Risk Insurance**

Policy must be in an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- a. The City of Phoenix, the Contractor and subcontractors, shall be Insureds on the policy.
- b. Special Causes of Loss coverage must be written on a replacement cost basis and shall include coverage for soft costs, flood and earth movement.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the City of Phoenix, has an insurable interest in the property required to be covered.

INDEMNIFICATION AND INSURANCE AGREEMENT

AIRSIDE PROJECTS PHOENIX SKY HARBOR INTERNATIONAL AIRPORT (PHX)

- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.
 - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
 - f. Policy shall contain a waiver of subrogation against the City of Phoenix.
 - g. Contractor is responsible for the payment of all policy deductibles
- B. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to **Tenant Improvement Project Manager @ Phoenix Aviation, Design & Construction Services – 500 S. 24th St., Phoenix, AZ 85034.**
- C. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- D. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Tenant Improvement Project Manager @ Phoenix Aviation, Design & Construction Services – 500 S. 24th St., Phoenix, AZ 85034.** The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**
- E. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract’s Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

INDEMNIFICATION AND INSURANCE AGREEMENT

AIRSIDE PROJECTS
PHOENIX SKY HARBOR INTERNATIONAL AIRPORT (PHX)

F. **APPROVAL**: Any modification or variation from the insurance coverages and conditions in this contract must be documented by an executed contract amendment.

**TENANT IMPROVEMENT
CONTRACTOR'S ACKNOWLEDGMENT:**

Company Name: _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

INDEMNIFICATION AND INSURANCE AGREEMENT

LANDSIDE PROJECTS PHOENIX SKY HARBOR INTERNATIONAL AIRPORT (PHX)

DEFENSE AND INDEMNIFICATION CLAUSE:

To the maximum extent allowed by law, including Title 34 A.R.S., Contractor (“Indemnitor”) agrees to defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents and employees (and any jurisdiction or agency issuing permits for any work included in the project, and its officers, agents and employees) (“Indemnitee”) from any and all claims, actions, liabilities, damages, losses or expenses, (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees, or subcontractors (Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s workers’ compensation law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the City’s award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix under this Contract. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

INSURANCE SPECIFICATIONS:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors and Contractor may purchase additional insurance as they determine necessary.

All certificates required by this Contract shall be sent directly to **Tenant Improvement Project Manager @ Phoenix Aviation, Design & Construction Services – 500 S. 24th St., Phoenix, AZ 85034**. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** -Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

1. **Commercial General Liability – Occurrence Form**

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

INDEMNIFICATION AND INSURANCE AGREEMENT

LANDSIDE PROJECTS PHOENIX SKY HARBOR INTERNATIONAL AIRPORT (PHX)

- a. The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor, related to this Contract.
- b. Coverage must include XCU coverage.
- c. Policy must not contain any restrictions of coverage for operations on or near airport premises.
- d. There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as additional insured.
- e. City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- f. The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. Policy must not contain any restrictions of coverage for operations on or near the Airport
- b. The policy shall be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, related to this contract
- c. The City of Phoenix as an additional insured to the full limits of liability purchased by the Contractor
- d. The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the City of Phoenix.
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Policy must be in an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

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- b. Special Causes of Loss coverage must be written on a replacement cost basis and shall include coverage for soft costs, flood and earth movement.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the City of Phoenix, has an insurable interest in the property required to be covered.

INDEMNIFICATION AND INSURANCE AGREEMENT

LANDSIDE PROJECTS PHOENIX SKY HARBOR INTERNATIONAL AIRPORT (PHX)

- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.
 - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
 - f. Policy shall contain a waiver of subrogation against the City of Phoenix.
 - g. Contractor is responsible for the payment of all policy deductibles
- B. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to **Tenant Improvement Project Manager @ Phoenix Aviation, Design & Construction Services – 500 S. 24th St., Phoenix, AZ 85034.**
- C. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- D. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
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- E. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract’s Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

INDEMNIFICATION AND INSURANCE AGREEMENT

LANDSIDE PROJECTS
PHOENIX SKY HARBOR INTERNATIONAL AIRPORT (PHX)

F. **APPROVAL**: Any modification or variation from the insurance coverages and conditions in this contract must be documented by an executed contract amendment.

**TENANT IMPROVEMENT
CONTRACTOR'S ACKNOWLEDGMENT:**

Company Name: _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

INDEMNIFICATION AND INSURANCE AGREEMENT

GENERAL AVIATION (GA) PROJECTS DEER VALLEY (DVT) & GOODYEAR (GYR) AIRPORTS

DEFENSE AND INDEMNIFICATION CLAUSE:

To the maximum extent allowed by law, including Title 34 A.R.S., Contractor (“Indemnitor”) agrees to defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents and employees (and any jurisdiction or agency issuing permits for any work included in the project, and its officers, agents and employees) (“Indemnitee”) from any and all claims, actions, liabilities, damages, losses or expenses, (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees, or subcontractors (Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s workers’ compensation law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the City’s award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix under this Contract. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

INSURANCE SPECIFICATIONS:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors and Contractor may purchase additional insurance as they determine necessary.

All certificates required by this Contract shall be sent directly to **Tenant Improvement Project Manager @ Phoenix Aviation, Design & Construction Services – 500 S. 24th St., Phoenix, AZ 85034**. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

1. Commercial General Liability – Occurrence Form

- | | |
|---|-------------|
| • General Aggregate | \$3,000,000 |
| • Products – Completed Operations Aggregate | \$3,000,000 |
| • Personal and Advertising Injury | \$3,000,000 |
| • Each Occurrence | \$3,000,000 |

INDEMNIFICATION AND INSURANCE AGREEMENT

GENERAL AVIATION (GA) PROJECTS DEER VALLEY (DVT) & GOODYEAR (GYR) AIRPORTS

- a. The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor, related to this Contract.
- b. Coverage must include XCU coverage.
- c. Policy must not contain any restrictions of coverage for operations on or near airport premises.
- d. There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as additional insured.
- e. City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- f. The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$3,000,000

- a. Policy must not contain any restrictions of coverage for operations on or near the Airport
- b. The policy shall be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, related to this contract
- c. The City of Phoenix as an additional insured to the full limits of liability purchased by the Contractor
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3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
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- a. Policy shall contain a waiver of subrogation against the City of Phoenix.
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Policy must be in an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

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INDEMNIFICATION AND INSURANCE AGREEMENT

GENERAL AVIATION (GA) PROJECTS DEER VALLEY (DVT) & GOODYEAR (GYR) AIRPORTS

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 - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
 - f. Policy shall contain a waiver of subrogation against the City of Phoenix.
 - g. Contractor is responsible for the payment of all policy deductibles
- B. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to **Tenant Improvement Project Manager @ Phoenix Aviation, Design & Construction Services – 500 S. 24th St., Phoenix, AZ 85034.**
- C. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- D. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
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- E. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract’s Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors,

INDEMNIFICATION AND INSURANCE AGREEMENT

GENERAL AVIATION (GA) PROJECTS
DEER VALLEY (DVT) & GOODYEAR (GYR) AIRPORTS

waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

- F. **APPROVAL:** Any modification or variation from the insurance coverages and conditions in this contract must be documented by an executed contract amendment.

**TENANT IMPROVEMENT
CONTRACTOR'S ACKNOWLEDGMENT:**

Company Name: _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

Verification of Performance and Payment Bond Amount
Tenant Improvement Construction Contract
City of Phoenix Aviation Department
(No Construction Work May Begin Until This Form Has Been Submitted)

1. _____ (Tenant) and the City of Phoenix (Landlord) have entered into a lease, dated _____, contract no. _____ (Lease).
2. By and through a prime contractor, Tenant proposes to improve the leasehold in accordance with plans submitted to and approved by Landlord or as disclosed in writing to and approved by Landlord.
3. Tenant has entered into a prime contract, dated _____, with _____ (Contractor) to construct the improvements (Contract). Contractor holds the appropriate contractor's licenses to build the improvements.
4. The total Contract amount for Project Name: _____ is \$_____ (Contract Price). Tenant has required or will require Contractor to purchase and post a performance bond and a payment bond for the benefit of subcontractors in the full amount of the Contract Price.
5. The performance and payment bond forms are the AIA A312 – 2010 Performance and Payment Bonds or similar forms. Accurate copies of the performance and payment bonds are submitted with this Verification.

I declare under penalty of perjury that the foregoing is true and correct.

Date: _____

Tenant's Name: _____

Tenant's Authorized Agent

Name: _____

Title: _____

Signature: _____

Procedure:

1. B&P Division provides Verification of Performance and Payment Bond Amount form to Tenant at time of Conceptual Approval.
2. Tenant completes and signs form and returns to B&P Division.
 - a. If Tenant has not yet entered into a prime contract with a contractor, at time of Conceptual Approval, Tenant will:
 - i. complete Item 1,
 - ii. enter “TBD” for both fields in Items 3., and
 - iii. enter “TBD” for the (Contract Price) field in Item 4.
 - iv. A revised form must be submitted to DCS Division, once Tenant enters into a prime contract, and prior to starting construction.

ATTACHMENT C

- Annual Facilities Program Plan Review
Transmittal Form - City of Phoenix



Date: _____ Plan Log Number: _____

AFP Facility Name: _____ AFP Facility #: _____

Project/Tenant Name: _____ Billing Reference #: _____

Project Address: _____

Bldg. #: _____ Floor: _____ Suite/Space: _____

Project Valuation: _____ Project Square Footage: _____

Applicant

Name: _____ Contact Number: _____

Email Address: _____

Disciplines (Check All That Apply)

Architectural Plumbing / Mechanical Structural Electrical Fire

Description of Work: _____

Contractor Information

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Number: _____

State Contractors License (ROC): _____ State Tax #: _____

Local Business (Phoenix PLT): _____

Owner Information

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Number: _____

TO BE COMPLETED AT TIME OF PICK UP

Print Name

Company Picking up Plans

Signature

Date

ATTACHMENT D

- Annual Facilities Program Plans/Permit Release Notification - City of Phoenix
- Annual Facilities Program Plans Corrections & Resubmittal Notification - City of Phoenix



Date

Addressee

Title of Addressee

Tenant Name

And

Elena Waller / Desiree Luevano / Carolina Ramirez
Planning & Development Department
Annual Facilities Permit (AFP) Program

TENANT IMPROVEMENT (TI) – PLANS/PERMIT RELEASE NOTIFICATION

PLAN LOG NO.: XXXX #####

PROJECT NO.: TI ##-###

PROJECT TITLE: Name

PROJECT LOCATION: (select one) PHX/DVT/GYR/SHC - Address

The Construction Documents for the referenced TI project have been reviewed and approved by AFP. The plans/permit are authorized to be released and can be picked up at the AFP office at 438 W. Adams Street Phoenix, AZ 85003.

Please call me at (XXX) XXX-XXXX if there are any questions.

Sincerely,

PM's name

Tenant Improvement Project Manager



Date

Addressee

Title of Addressee

Tenant Name

And

Elena Waller / Desiree Luevano / Carolina Ramirez
Planning & Development Department
Annual Facilities Permit (AFP) Program

TENANT IMPROVEMENT (TI) – PLANS CORRECTIONS & RESUBMITTAL NOTIFICATION

PLAN LOG NO.: XXXX #####

PROJECT NO.: TI ##-###

PROJECT TITLE: Name

PROJECT LOCATION: (select one) PHX/DVT/GYR/SHC - Address

The Construction Documents for the referenced TI project have been reviewed and require corrections and resubmittal to AFP. Pick up the reviewed plans with comments from the AFP office at 438 W. Adams Street Phoenix, AZ 85003.

Once all corrections are made, resubmit to AFP along with a new AFP Plan Review Transmittal Form provided by DCS.

Please call me at (XXX) XXX-XXXX if there are any questions.

Sincerely,

PM's name

Tenant Improvement Project Manager

ATTACHMENT E

- Final Approval Letter
- Jobsite Final Approval
- Notice to Contractors



City of Phoenix

AVIATION DEPARTMENT
DESIGN & CONSTRUCTION SERVICES (DCS)

Date

Addressee

Title of Addressee

Tenant Name

Address

City, State Zip

TENANT IMPROVEMENT (TI) – FINAL APPROVAL LETTER

PROJECT NO.: TI ##-###

PROJECT TITLE: Name

PROJECT LOCATION: (select one) PHX/DVT/GYR/SHC / Location

Dear Name,

This is your FINAL APPROVAL LETTER for the scope of work identified below for the referenced TI project allowing the commencement of construction activities. Deviations from this scope of work are not allowed without prior approval from the Aviation Design & Construction Services (DCS) TI Project Manager. This TI project shall also comply with all the requirements listed in the Conceptual Approval Letter previously issued by Aviation Business and Properties (B&P) Division.

Scope of Work: include description (EXAMPLE: per AFP approved plans, dated...or)

The DCS TI Project Manager is [Name, phone, email]. Refer all questions regarding this project to the DCS TI Project Manager.

The attached Tenant Improvement (TI) Jobsite Final Approval must always be posted at the jobsite or be in the Contractor Superintendent’s possession.

Sincerely,

Nico Greenberger, P.E.
Design & Construction Services Division

Attachments: Jobsite Final Approval and Notice to Contractors

cc:

B&P TI Project Manager
DCS Inspector
Contractor’s Project Manager/Superintendent
Tenant’s Project Manager

Airport Operations
PSM2
Project File



500 South 24th Street • Phoenix, Arizona 85034
www.phoenix.gov
Recycled Paper

Tenant Improvement (TI) – Jobsite Final Approval

This MUST ALWAYS be posted at the jobsite or be in the Contractor Superintendent's possession.

Date:		
Project No.:	Tenant:	Sublessee (if applicable):
Project Title:	Project Location: _____ PHX/DVT/GYR (select one)	
Project Description:		

General Contractor's Name:		
Contractor's Project Manager:	Office Phone:	Cell Phone:
Contractor's Superintendent:	Office Phone:	Cell Phone:
Aviation, DCS TI Project Manager:	Office Phone:	Cell Phone:
Aviation, DCS Inspector:	Office Phone:	Cell Phone:
Special Conditions:		

SIGNED: _____
Aviation, DCS TI Project Manager

FOR MEDICAL \ FIRE \ POLICE EMERGENCIES, CALL:

PHX (602) 273-3311

DVT 9-1-1

GYR 9-1-1

FOR AIRPORT ASSISTANCE, CALL:

PHX Airport Communications Center (602) 273-3302

GYR Airport Operations (623) 932-4550

DVT Airport Operations (623) 869-0975

PHX DVT GYR

 CITY OF PHOENIX AVIATION DEPARTMENT

AVIATION DEPARTMENT
DESIGN & CONSTRUCTION SERVICES
500 S. 24th Street
Phoenix, AZ 85034

NOTICE TO ALL CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS

This NOTICE MUST ALWAYS be posted at the jobsite, along with the Jobsite Final Approval

Phoenix Sky Harbor International, Deer Valley and Phoenix Goodyear Airports and all airport buildings and real estate are public property. By law, contractors, subcontractors and suppliers may not file liens on public property.

Because contractors, subcontractors and suppliers may not lien airport buildings and real estate, all persons performing work on, or delivering materials/equipment to, a tenant improvement project at any of the airports listed above must take other precautions to ensure payment for their services or materials/equipment supplied.

Neither the City of Phoenix nor Phoenix Sky Harbor International, Deer Valley and Phoenix Goodyear Airports are responsible to pay contractors, subcontractors or suppliers for tenant improvements. These improvements are constructed solely for the tenant's benefit, and the tenant is not acting as the City's or the Airport's agent.

ATTACHMENT F

- Work Activities Minimum Notice Requirements

Work Activities Minimum Notice Requirements

The City of Phoenix Aviation Department has an established **Improving PHX Program** which is responsible for all internal and external construction coordination and notification. To facilitate proper scheduling and mitigation of impacts to airport stakeholders, the contractor shall be expected to fully cooperate within the notification requirements listed below. Notification for the work activities must be submitted to the Aviation Design and Construction Services Project Manager and the Improving PHX Program Project Manager prior to the timeframes listed below. Please see specifications for a detailed description of the Contractor Mandatory Program Participation Items.

48 Hours Notice

- Ceiling Work
- General “No Impact” Work

72 Hours Notice

- | | |
|---|--|
| <ul style="list-style-type: none"> • Fire Alarm/ Sprinkler System Shutdown/Work • Lane Restriction • Curbside Parking/Staging • Door Restriction/ Closure • Restroom Closure • Weekend Work | <ul style="list-style-type: none"> • HVAC/ Air Handler Shutdown • Confined Space Work • Material Delivery • Moving Walkway, Elevator and Escalator Shutdown/ Closure |
|---|--|

96 Hours Notice

- | | |
|---|--|
| <ul style="list-style-type: none"> • Access Control and Alarm Monitoring System (ACAMS Shutdowns) • Access Coordination • Air Carrier Gate Closure • Airfield Gate Closure/ Restriction • Airside Service Road Closure/Restriction • Baggage Carousel/Conveyor Shutdown | <ul style="list-style-type: none"> • Checkpoint Closure • Ground Transportation Temporary Relocation • Sidewalk and Crosswalk Restriction/ Closure • Passenger Information and Paging System (PIPS) Baggage Information Displays (BIDS), and Multi- User flight Information Displays (MUFIDS) Shutdowns • Runway/ Taxi Closure/ Restriction |
|---|--|

1-Week Notice

- | | |
|---|--|
| <ul style="list-style-type: none"> • Electrical Shutdown • Staging Areas • Temporary Wall Installation • Water Shutdown | <ul style="list-style-type: none"> • Airport Subsurface Investigation, Excavation, Saw Cutting, Pot Holing, Drilling Construction Activities • Any Work During a Moratorium <ul style="list-style-type: none"> ○ <i>Request Submitted <u>1-Week Prior to the START of the Moratorium</u></i> |
|---|--|

3-Weeks Notice

- Parking Space Restriction
- Parking Garage/Lot Restriction
- Road Closure