

**DRAFT-NOT APPROVED**



**CITY OF MESA, ARIZONA**

**PROJECT NAME**

**CONSTRUCTION MANAGER AT RISK  
PRE-CONSTRUCTION SERVICES  
CONTRACT**

**PROJECT NO. \_\_\_\_\_**



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**City of Mesa, Arizona  
Engineering Department**

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**Construction Manager at Risk  
Pre-Construction Services  
Project No. \_\_\_\_\_**

**THIS CONTRACT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Mesa, an Arizona municipal corporation, hereinafter called (“City”) and the “Construction Manager at Risk” or “CM@Risk” designated below:

City and CM@Risk agree as follows:

**ARTICLE 1 – PARTICIPANTS AND PROJECT**

**CITY:** City of Mesa  
Project Manager:  
Telephone:  
Fax:  
E-mail:

**CM@RISK:** (Name)  
(Address)  
Arizona ROC No.:  
Federal Tax ID No.:  
CM@Risk Representative:  
Telephone:  
Fax:  
E-mail:

**(Prior to execution of the Contract, CM@Risk must provide to City's Engineering Department its Contractor's License Classification and number and its Federal Tax I.D. number.)**

**DESIGN PROFESSIONAL:** (Name)  
(Address)  
Design Professional Representative:  
Telephone:  
Fax:  
E-mail:

**PROJECT DESCRIPTION:**

**PROJECT LOCATION:**

## **ARTICLE 2 – CONTRACT DOCUMENTS**

### **2.1 CONTRACT DOCUMENTS**

The Contract between City and CM@Risk shall consist of the following Contract Documents:

1. This Contract;
2. General Conditions, dated [REDACTED], and General Conditions Appendices, incorporated by reference;\*
3. Exhibit A – Pre-Construction Scope of Work and Schedule – attached;
4. Exhibit B – Insurance Requirements – attached;
5. Exhibit C – Government Provisions Compliance – attached;
6. Exhibit D – Submittal Requirements for GMP/Price Proposal – attached;
7. Attachment A – CM@Risk GMP Summary; and
8. The Statement of Qualifications (SOQ) submitted by CM@Risk.

\* <http://mesaaz.gov/business/engineering/engineering-contracts>

### **2.2 DEFINITIONS**

The definitions in Sections 2 and 15.1 of the General Conditions apply to all the Contract Documents, including this Contract. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, as set forth below:

**(If any, to be added by PM)**

## **ARTICLE 3 – PRE-CONSTRUCTION SERVICES**

### **3.1 SERVICES**

CM@Risk shall provide all of the services and perform in accordance with Section 17 of the General Conditions. The major components of Pre-Construction services and the corresponding subsections of Section 3 of the General Conditions are set forth below.

### **3.2 GENERAL REQUIREMENTS**

- 3.2.1 CM@Risk shall perform the services required by, and in accordance with this Contract and as outlined in the attached Exhibit A to the satisfaction of the Project Manager, in full compliance with Section 17.2.1 of the General Conditions.
- 3.2.2 In performance of the Services under this Contract, the CM@Risk shall fully comply with all applicable Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitations those set forth on the attached Exhibit C.
- 3.2.3 CM@Risk shall perform the Services under this Contract using only those firms, team members and individuals designated by CM@Risk consistent with the Statement of Qualifications dated [REDACTED], 20, or as otherwise approved by City in accordance with the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.
- 3.2.4 CM@Risk will comply with all terms and conditions of the General Conditions.
- 3.2.5 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.
- 3.2.6 **Ownership of Work Product.** Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of City, as set forth in Section 17.2.6 of the General Conditions.

**3.3 DESIGN PROJECT SCHEDULE**

CM@Risk shall prepare and present to City a Detailed Project Schedule that is acceptable to the City and in accordance with Section 17.3 of the General Conditions.

**3.4 DESIGN DOCUMENT REVIEW**

CM@Risk shall conduct the evaluations, perform the design document reviews, make the recommendations and provide the other Services referenced and in accordance with Section 17.4 of the General Conditions.

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

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

3.5.2 The submitted Baseline Cost Model, Detailed Cost Estimates and Schedule of Values shall not exceed the City's Construction Budget, which is \$ \_\_\_\_\_. If CM@Risk submits a Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values that exceeds the Construction Budget, negotiations could lead to termination or suspension of the Contract.

**3.6 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

CM@Risk shall select and obtain approval of Subcontractors and Suppliers in accordance with Section 17.6 of the General Conditions.

**3.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL**

3.7.1 CM@Risk shall submit a GMP Proposal for the entire Work, and for each phase (if required) of the Work, at the times set forth in the Pre-Construction Schedule included in attached

Exhibit A. The GMP Proposal shall be presented in a format acceptable to City based upon the attached Exhibit D. City may change the schedule, format, and/or requirements for the GMP Proposal as it deems necessary during Pre-Construction, and may request resubmittal of the GMP Proposal to reflect such changes.

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

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

1. The CM@Risk Fee shall be equal to \_\_\_\_\_% (percent) of the Direct Costs;
2. General Conditions costs shall be a fixed amount or percentage agreed to as part of the Baseline Cost Model.

3.7.4 The GMP Proposal shall not exceed the City's budget for the construction of the Project, which is \$ \_\_\_\_\_ ("Construction Budget").

**3.8 ADDITIONAL PRE-CONSTRUCTION SERVICES**

3.8.1 Additional services which are outside the scope of the services required under the Contract Documents shall not be performed by CM@Risk without prior written authorization from City. Additional services, when authorized by an executed written Change Order under Section 9 of the General Conditions, shall be compensated for by a fee mutually agreed upon in such written Change Order between City and CM@Risk.

3.8.2 No claim for additional services, extra work done or materials furnished by CM@Risk shall be allowed by City except as provided herein, nor shall CM@Risk provide any additional services, do any work, or furnish any material(s) not covered by this Contract unless such work or material is

first authorized in writing by the Project Manager. Work or material(s) furnished by CM@Risk without such prior written authorization shall be CM@Risk's sole jeopardy, cost, and expense, and CM@Risk hereby agrees that without prior written authorization no claim for compensation for such services, work or materials furnished shall be made, and City shall not be responsible for such costs.

- 3.8.3 No Work (as defined by Section 1 of the General Conditions) may be performed under this Pre-Construction Services Contract, without prior written approval by the City. As an example, all procurement of long lead time items that must be procured to support the construction schedule or site investigative Work necessary to complete Pre-Construction Services, if done by the CM@Risk, will be performed only after a GMP Proposal for the Work has been approved and accepted in writing by City and all such Work shall be done only under an executed Contract for Construction Services, or pursuant to a prior written direction from City to engage in such procurement.

#### **ARTICLE 4 – CONSTRUCTION SERVICES**

If City accepts CM@Risk's GMP Proposal, CM@Risk and City will enter a Construction Services Contract for Construction of the Project based upon CM@Risk's Pre-Construction Services performed and GMP Proposal submitted pursuant to this Contract. The terms of the Construction Services Contract are being negotiated contemporaneously with this Contract and CM@Risk agrees to execute the Construction Services Contract, without further modification, upon acceptance by City of the GMP Proposal. All of CM@Risk's obligations, duties and warranties in relation to Pre-Construction Services and Deliverables (including specifically the GMP Proposal) survive the completion of this Contract and will be incorporated into the Construction Services Contract.

#### **ARTICLE 5 – CITY FURNISHED INFORMATION**

5.1 City, at no cost to CM@Risk, will furnish the following to CM@Risk:

- 5.1.1 One copy of data in City's possession or control which City determines in its discretion to be pertinent to the Work. However, CM@Risk shall be responsible for searching the records and requesting information it deems reasonably required for the Project.
- 5.1.2 Electronic copies of programs, reports, drawings, and specifications reasonably required by CM@Risk, to the extent in the possession of City.
- 5.1.3 Additional information to be provided by City, if any, is listed below:

**(To be completed by PM)**

#### **ARTICLE 6 – CONTRACT TIME**

Contract Duration is        Calendar Days.

The Pre-Construction Services described in this Contract shall be performed by CM@Risk in accordance with the Pre-Construction Schedule set forth in attached Exhibit A, as updated and expanded in the most current updated/revised and approved Detailed Project Schedule. Failure on the part of CM@Risk to adhere to the Pre-Construction Schedule requirements for activities for which it is responsible and in control will be deemed a material breach and sufficient grounds for termination for cause of this Contract by City.

#### **ARTICLE 7 – CONTRACT PRICE**

7.1 In exchange for CM@Risk's full, timely and acceptable performance of the Services under this Contract, and subject to all of the terms of this Contract, City will pay CM@Risk a fee of



\$\_\_\_\_\_ (the "Contract Price"). The method of payment for this contract is Hourly, Not-to Exceed. The amount paid shall not exceed \$\_\_\_\_\_ for actual costs incurred, based on the negotiated hourly rates and reimbursement schedule as defined in Exhibit A, Scope of Services.

7.2 The Contract Price is all-inclusive, and City shall not pay any additional amounts, costs or expense, except for only those specifically designated reimbursable costs, without markup, as set forth in Exhibit A.

**ARTICLE 8 – PAYMENTS**

The Contract Price shall be paid based upon the completion of tasks comprising the Pre-Construction Scope of Work as shown in Exhibit A in accordance with Section 17.8 of the General Conditions.

**ARTICLE 9 – CHANGES TO THE CONTRACT**

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

**ARTICLE 10 – SUSPENSION AND TERMINATION**

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

**ARTICLE 11 – INSURANCE**

- 11.1 CM@Risk shall provide insurance as provided on the attached Exhibit B, and in accordance with Section 11.1 of the General Conditions.
- 11.2 CM@Risk shall provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work or providing any Services under this Contract.
- 11.3 Failure to provide proof of insurance and the required endorsements acceptable to City will be a material breach and grounds for termination for cause of this Contract by City.

**ARTICLE 12 – INDEMNIFICATION**

CM@Risk shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

**ARTICLE 13 – DISPUTE RESOLUTION**

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of, and Appendix 7 to, the General Conditions.

**ARTICLE 14 – MISCELLANEOUS PROVISIONS**

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

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

**“CITY”  
CITY OF MESA**

Signature \_\_\_\_\_

Name \_\_\_\_\_



Title \_\_\_\_\_

**ATTEST:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**"CM@RISK"**

**COMPANY NAME**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF ARIZONA )

) ss.

County of Maricopa )

SUBSCRIBED AND SWORN TO before me, the undersigned notary public,  
by \_\_\_\_\_, who was identified as the \_\_\_\_\_ of \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:  
\_\_\_\_\_





**EXHIBIT A – PRE-CONSTRUCTION SERVICES SCOPE OF WORK AND SCHEDULE**

**( \_\_\_ PAGES)**

**NOTE – To be completed by PM.**

All terms and conditions are set forth in the Contract. Any terms and conditions and/or exceptions noted in the Contractor's/Design Professional's proposal, GMP, or other documents do not apply unless agreed to in this Contract or an approved addendum.



**EXHIBIT B – INSURANCE REQUIREMENTS**

**(5 PAGES, INCLUDING THIS ONE)**

**NOTE – Contractor’s insurance coverage to be reviewed and approved by Contract Services Specialist PRIOR TO CONTRACT EXECUTION.**

**MINIMUM INSURANCE REQUIREMENTS**

Contractor/Design Professional shall obtain and submit to City before any Work is performed, certificates from the Contractor's/Design Professional's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows.

The City only accepts the most recent ACORD® Certificate of Liability Insurance form with additional insured endorsements. The course of construction policy (if required) and the owner's liability policy shall remain in effect during construction through the date of project final acceptance. The remainder of the insurance policies shall remain in effect during construction and through the one-year warranty period that follows project final acceptance, unless otherwise specified in contract documents. Proof of all required coverage(s) shall be provided by the Contractor/Design Professional.

**1. Workers' Compensation:**

Coverage A. Statutory Benefits	
Coverage B. Employer's Liability	
Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

**2. Commercial Auto Coverage:**

Auto Liability limits of not less than \$1,000,000 Combined Single Limit (Each Accident), combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired, or Non-Owned."

If the Contract Documents require Contractor/Design Professional to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

**3. Commercial General Liability:**

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

Coverage must include a Waiver of Subrogation endorsement.



Both policy forms must include:

- 1) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- 2) Products and Completed Operations coverage. Contractor/Design Professional agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor/Design Professional Work and to continue to name City as an Additional Insured for the entire 10-year period.
- 3) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- 4) Broad Form Property Damage coverage, including completed operations or its equivalent.
- 5) An endorsement naming City, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- 6) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and except for any builder's risk property insurance coverage that may be purchased and maintained by City in connection with the Project, any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- 7) Coverage on an "Occurrence" form. "**Claims Made**" and "**Modified Occurrence**" forms are not acceptable.
- 8) Coverage to include general aggregate limits on a "per project" basis.

**4. Excess Liability:**

Umbrella or Excess Liability may be used to satisfy the above Auto and General Liability coverage requirements and limits to reach a total combined limit of:

Auto	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Each Occurrence	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Aggregate	Amount sufficient to cover difference in limits when compared to minimum coverage required.

Coverage must include an endorsement naming City of Mesa, its elected officials, and employees as Additional Insureds under the Contract Documents.



**5. Errors & Omissions/Professional Liability:**

(Applicable only to Design Professional services which are part of Work.)

Coverage provided must have no exclusion for design-build projects. Contractor/Design Professional must provide evidence of coverage for three (3) years beyond completion of the Project.

Coverage Amount: \$1,000,000 per claim/\$2,000,000 aggregate, unless higher coverage limits are required under the Contract Documents, in which case such higher limits shall apply.

**6. Pollution Legal Liability:** \$1,000,000 per Occurrence  
\$1,000,000 Aggregate Limit

(Applicable to any pollutants or hazardous waste exposures as part of Work, except for CM@Risk Pre-Construction services work.)

Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

**7. Waivers of Subrogation:**

The policies shall provide waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**8. Other Requirements:**

- A. Contractor/Design Professional and/or Contractor/Design Professional's insurance broker must provide timely written notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- B. All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A-. All coverage forms must be acceptable to City.
- C. ACORD® Certificate of Liability Insurance form with the required endorsements evidencing the required coverages must be delivered to the City prior to commencement of any Work. Failure of City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's/Design Professional's obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor/Design Professional or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.
- D. Contractor/Design Professional shall be responsible for satisfying any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents to be provided by Contractor/Design Professional.
- E. City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in City's opinion, operations by or on behalf of Contractor/Design



Professional create higher than normal hazards and, to require Contractor/Design Professional to name additional parties in interest to be Additional Insureds; provided however, City is responsible for paying all actual additional costs associated with such higher limits, if any.

- F. In the event that rental of equipment is undertaken by Contractor/Design Professional or any Subcontractor to complete and/or perform the Work, Contractor/Design Professional agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor/Design Professional agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- H. Contractor/Design Professional shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. City shall be named as additional insured under such insurance.
- I. City and Contractor/Design Professional waive all rights against each other and against Design Professional, and the subcontractors, subconsultants and separate contractors/Design Professionals and employees of any of them, for damages caused by fire or other perils covered by Builder's Risk or any other property insurance applicable to the Project, except such rights as they may have to the proceeds of such insurance.
- J. **Builders Risk/Course of Construction**  
Contractor shall include in its Cost Proposal the cost to obtain builders risk or "all risk" or equivalent policy form coverage in the amount of the initial Contract Price. This required insurance coverage is required on projects that are typically outside the public rights-of-way whereby the City is constructing or modifying a public building. The City may, at the City's sole option, purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial Contract Price, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the City, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. City shall bear the responsibility for the deductible for such coverage when a loss affects the Work, provided, however, to the extent such loss is attributable to the negligent or wrongful acts or omissions of Contractor or someone for whom Contractor is responsible, Contractor shall bear the responsibility of the deductible. Such property insurance will not cover any tools or equipment owned or rented by Contractor that will not be incorporated into the Project, including trailers,



excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.

- K. If City elects to utilize an Owner Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor/Design Professional shall comply with all provisions of any such OCIP.
- L. Contractor/Design Professional shall also deliver to City, and City must accept, the Certificates of Insurance required herein prior to commencing any Work.
- M. Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, Contractor/Design Professional shall comply with the more stringent provisions.

**9. Valuable Papers:**

Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the CONSULTANT used in completion of this contract.

(Applicable to any design/engineering services which are part of Work.)

**10. Owner's Liability:**

Owner's Liability Policy: Prior to the execution of the Contract the Contractor shall provide a separate policy of insurance in the amount of \$2,000,000, per occurrence, at its sole cost and expense, naming the City of Mesa, a Municipal Corporation and all its agents, representatives, officers, directors, officials and employees as the insured. The Policy shall be primary and not contributory to any insurance maintained by the City of Mesa and shall remain in effect through date of final acceptance.

If a policy does expire prior to final acceptance, a renewal certificate of the required coverage shall be sent to the City of Mesa not less than five (5) days prior to the expiration date or, if a policy is to be cancelled, changed or not renewed, a proper notice of such action shall be sent to the City not less than ten (10) days prior to any such action by the insurance company.

Notice shall be sent to: City Engineer                      or                      Fax to 480-644-3392  
City of Mesa    Attention: City Engineer  
P.O. Box 1466  
Mesa, AZ 85211-1466



**EXHIBIT C – COMPLIANCE WITH SPECIFIC GOVERNMENT PROVISIONS**

**( \_\_\_ PAGES)**

**NOTE TO PROJECT MANAGER & CONTRACT SERVICES SPECIALIST –**

**The City must comply with specific government provisions. These provisions must be reviewed and approved by the Contract Services Specialist (CSS). In addition, the CSS is to confirm funding for this project.**

## **EXHIBIT D – SUBMITTAL REQUIREMENTS FOR GMP PROPOSAL**

(2 PAGES)

**NOTE: CSS to attach CMAR GMP Summary (spreadsheet CMAR to use for calculations.)**

1. Unless otherwise instructed, CM@Risk shall submit three (3) bound copies of any GMP Proposal(s) that includes the following documents, complies with the requirements specified in this Contract and the following instructions. The GMP Proposal(s) shall be organized as follows:
  - A. Table of Contents
  - B. Project Description
  - C. GMP Proposal and the following attachments:
    1. Detailed Cost Estimate upon which the GMP is based and if for phased work, a total project Detailed Cost Estimate as of the time of the phased GMP Proposal.
    2. List of Subcontractors
    3. Schedule of Manufacturers and Suppliers
  - D. Schedule of Values (“SOV”)
  - E. Project Schedule and a variance report to the Baseline Project Schedule
  - F. Construction phasing/traffic control (if applicable)
  - G. List of GMP Plans and Specifications
2. A summary breakdown of the GMP Proposal is shown on page 2 of this Exhibit, along with instructions regarding certain line items. The definitions included in Section 1 of the General Conditions apply to the line items, as appropriate, and set-forth the criteria to be used by CM@Risk in providing the requested breakdown.
3. The most current version of CM@Risk’s SOV shall be submitted with the GMP Proposal. Supporting documents for the SOV, including the request for bids, copies of bids received and clarification assumptions used for the particular bid item listed must be provided in an organized manner that correlates with the SOV.
4. The final accepted GMP shall not include any clarifications/assumptions made by CM@Risk in the preparation of the GMP Proposal, unless any such clarification or assumption is agreed to in writing by City.
5. The most current version of CM@Risk’s Detailed Project Schedule shall be submitted with the GMP Proposal with a variance report from the project’s Baseline Schedule. The Detailed Project Schedule shall be prepared as specified in this Contract.
6. A table listing all drawing sheets included in the GMP Plans and Specification shall be included with the GMP package. The table shall include the following information: Sheet Number, Sheet Name, Sheet Version, and Date of Issuance. The GMP Proposal and Specifications, as defined, shall be transmitted as specified in this Contract.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.