



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
CP16-077**

**1. Agenda Item Number:** 20  
**2. Council Meeting Date:** November 19, 2015

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** October 20, 2015

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Community & Neighborhood Services

**5. SUBJECT:** Construction Manager at Risk Contract award to Valley Rain Construction Corporation, for Veteran's Memorial – Phase 1.

**6. RECOMMENDATION:** Staff recommends City Council award a Construction Manager at Risk Contract to Valley Rain Construction Corporation, for Veteran's Memorial – Phase 1, Contract No. PR1307.401, in an amount not to exceed \$716,865.00.

**7. BACKGROUND/DISCUSSION:** Veterans Oasis Park is located on the northeast corner of Chandler Heights and Lindsey Roads. It is a 113-acre community park featuring an Environmental Education Center, a lake, an extensive network of trails, a Police Substation, as well as numerous recharge basins.

Shortly after the completion of the park in 2008, City staff began meeting with several local Veterans groups to develop a conceptual plan for a Veteran's Memorial that would complement the park's existing amenities. This unique memorial will be located in the southwest corner of the park and will honor the men and women who have answered the call to duty. The memorial will offer a space for reflection by individuals and groups through a design that provides privacy from the surrounding land uses and roadways.

A feasibility study of a capital campaign to raise funds for the memorial was completed in 2011. Consequently, a Veteran's Memorial Fundraising Campaign Committee was developed. Over the past three years, the capital campaign has raised over \$650,000.00 in funds and pledges, from individuals and businesses (including a generous donation of \$500,000.00 from the Gila River Indian Community) for the design and construction of the memorial.

This project scope of work consists of construction of the Phase 1 Family Plaza Overlook, donor recognition area, and additional parking. The elevated plaza replicates the Arizona State Flag and will include low walls with inscriptions recognizing the core values of Freedom, Recognition, Reflection, Sacrifice, Memories, and Family. The memorial will also include recognition for donors. The construction phase will be completed for a formal dedication on Memorial Day in 2016.

A Professional Services Contract, Project No. PR1307.451, to Kimley-Horn and Associates, for Veteran's Memorial – Phase 1, is also scheduled for this Council meeting.

**8. EVALUATION PROCESS:** The selection process was followed in accordance with State law for Construction services. Nine (9) Statements of Qualifications were received from qualifying firms on February 27, 2013.

The Selection Committee reviewed the Statements of Qualifications on March 20, 2013, and ranked each firm as follows:

- |   |                                    |
|---|------------------------------------|
| 1. Valley Rain Construction Corporation | 6. EDGE Construction               |
| 2. Chasse Construction Company          | 7. Sun Eagle Corporation           |
| 3. CORE Construction, Inc.              | 8. Low Mountain Construction, Inc. |
| 4. Whiting-Turner Contracting Company   | 9. Central Construction Company    |
| 5. Concord General Contracting          |                                    |

Staff recommends contract award to Valley Rain Construction Corporation, based on qualifications, relevant firm experience, team experience, project understanding, and project approach. The contract time is 90 calendar days for substantial completion, and 120 calendar days for final completion, following Notice to Proceed.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$716,865.00  
Savings: N/A  
Long Term Costs: N/A  
Fund Source:

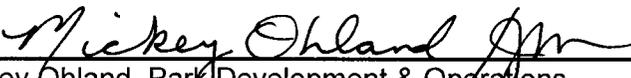
<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
401.1291.6611.0.6PR633	General Government Capital Projects	Veteran's Memorial	15-16	\$241,600
401.4580.5219.0.6PR633	General Government Capital Projects	Veteran's Memorial	15-16	\$27,839
417.4580.6611.0.6PR633	Grants Capital	Veteran's Memorial	15-16	\$447,426

**10. PROPOSED MOTION:** Move City Council award a Construction Manager at Risk Contract to Valley Rain Construction Corporation for Veteran's Memorial – Phase 1, Contract No. PR1307.401, in an amount not to exceed \$716,865.00

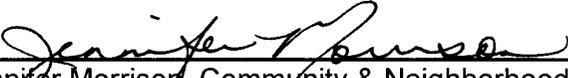
**ATTACHMENTS:** Contract, Location Map, Phase 1 Rendering

**APPROVALS**

**11. Requesting Department**

  
Mickey Ohland, Park Development & Operations Manager

**13. Department Head**

  
Jennifer Morrison, Community & Neighborhood Services Director

**12. Transportation & Development**

  
Bob Fortier, Capital Projects Manager

**14. City Manager**

  
Marsha Reed, Acting City Manager

**CONSTRUCTION MANAGER AT RISK  
CONSTRUCTION CONTRACT**

**PROJECT TITLE: VETERANS MEMORIAL - PHASE 1**  
**PROJECT NO: PR1307.401**

This CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Chandler, 215 E. Buffalo Street, Chandler, Arizona 85225, (hereinafter referred to as "CITY,") and **Valley Rain Construction Corporation, an Arizona corporation**, (hereinafter referred to as "CM@RISK.")

CITY and CM@RISK, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 – CITY’S STANDARD CONSTRUCTION GENERAL CONDITIONS:**

The City's General Conditions for Construction Contracts are incorporated herein by reference and the parties agree to be bound by all provisions therein. If any of the provisions of the contract conflict with the City's General Conditions for Construction Contracts, the parties are bound by the General Conditions. For the purposes of this Contract, references to CONTRACTOR and to CM@RISK in said General Conditions refer to CM@RISK herein.

**ARTICLE 2 – DEFINITIONS:**

Words used in this Contract which are defined in CITY's General Conditions for Construction Contracts shall have the meaning stated therein. CM@RISK is the CONTRACTOR as defined in said General Conditions.

2.1 "Construction Allowance Items" means those items included in the GMP as allowances, which items shall be paid based on the actual cost to CM@RISK as described in the City's General Conditions for Construction Projects, Subsection 12.4., provided, however, no overhead or profit shall be included in the item as these are paid separately. The actual amounts paid for Allowance items shall be included in the Contract Price Subtotal by which the percentage for the Contractor's fee for overhead and profit is multiplied.

2.2 "Guaranteed Maximum Price" (GMP) means the maximum amount to be paid by the City to CM@RISK for the performance of the Work which shall constitute payment in full for the furnishing of all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete workmanlike, finished and satisfactory Project as described herein.

**ARTICLE 3 – CM@RISK – FIDUCIARY DUTY:**

3.1 This is a contract for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CM@RISK has participated in the design process and been an active member of the Project Design Team and is fully aware of any issues and constraints involved in this construction project.

3.2 CM@RISK is the CITY's fiduciary responsible for undertaking all necessary action contemplated under the contract documents to construct the Project and ensure

timely and quality completion of the project at a cost within the Guaranteed Maximum Price (GMP).

This project is an "open book" project. CITY is entitled to attend any and all meetings, and CITY shall have access to any and all records of CM@RISK or maintained by CM@RISK relating to the Project.

#### **ARTICLE 4 – WORK:**

4.1 CM@RISK shall perform all work necessary to complete the Project as set forth in Exhibit A, attached and incorporated herein by reference. The Project is known as and is hereinafter referred to as, CITY PROJECT NO. PR1307.401 and is described as follows: construction of VETERANS MEMORIAL - PHASE 1 described in the Contract Documents and including the furnishing of all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete workmanlike, finished and satisfactory Project as described herein. Each item shall be completed with all necessary connections, testing, painting and related work accomplished to provide for the satisfactory use and/or operation of the item.

4.2 CM@RISK shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.

#### **ARTICLE 5 – CITY'S REPRESENTATIVE:**

5.1 CITY has appointed a CITY'S REPRESENTATIVE (sometimes referred to as CITY REP and sometimes known as the Owner's Representative or Construction Manager) to manage this Project and to represent the CITY on the Project site. The CITY REP will assume all duties and responsibilities and will have all rights and authority assigned to the CITY REP in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. Any references in the Contract Documents, or other pertinent documents, to the Engineer or Project Engineer shall mean the CITY REP.

5.2 The CITY'S Representative is Dara Griffith

#### **ARTICLE 6 - CONTRACT TIME:**

6.1 Completion time. The Work shall be substantially complete within **Ninety (90)** calendar days after the date when the Contract Time commences to run as provided in the Contract Documents, and all Work shall be finally completed and ready for final payment in accordance with the Contract Documents within **One Hundred Twenty (120)** calendar days after the date when the Contract Time commences to run.

6.2 CPM Schedule. CM@RISK shall submit to CITY, on or before the effective date of the Construction Contract, a Construction Progress Schedule in Critical Path Method (CPM) format indicating the times for starting and completing the various stages of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM

schedule shall be submitted as often as necessary to accurately reflect plans for completion of the work, but no less frequently than required in the Contract Documents.

6.3 Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Final Completion and readiness for final payment as stated in the Contract Documents, are of the essence of the Contract.

6.4 No Waiver. Failure of CITY to insist upon the performance of any covenant or condition within the time periods specified herein, shall not constitute a waiver of CM@RISK'S duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.5 Specific Waiver. CITY'S agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CM@RISK to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling CITY to all the remedies set forth herein or provided by law.

6.6 Material Breach. Failure of CM@RISK to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, shall constitute a material breach of this Contract entitling CITY to terminate the Contract unless CM@RISK applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.

6.7 Written Extensions. Failure of CITY to insist upon the performance of any covenant or condition within the time periods specified herein, or CITY's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of CM@RISK's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition. Failure of CM@RISK to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling CITY to all the remedies set forth herein or provided by law.

## **ARTICLE 7 - LIQUIDATED AND SPECIAL DAMAGES:**

7.1 Liquidated Damages: It is hereby agreed that the amounts per day set forth herein in paragraphs 7.1.2. are reasonable estimates of such damages, that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by CITY, and CM@RISK agrees to pay such liquidated damages as herein provided.

7.1.1 CITY and CM@RISK recognize that time is of the essence of this Contract and that CITY will suffer financial loss, in addition to and apart from the costs described in Paragraph 7.2, if the Work and/or portions of the Work are not performed and completed within the times specified in Article Six, plus any extensions thereof allowed in accordance with the Contract Documents. CITY and CM@RISK also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by CITY if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CM@RISK agree that as liquidated

damages for delay (but not as a penalty) CM@RISK shall pay CITY **Five Hundred Seventy** dollars and no cents (**\$570**) for each calendar day that expires after the time specified in Article Six for substantial completion, until the Work is substantially complete. After Substantial Completion, if CM@RISK shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CM@RISK shall pay CITY **Two Hundred Eighty Five** dollars and no cents (**\$285**) for each day that expires after the time specified in Article Six for final completion and readiness for final payment.

7.2 Special Damages: In addition to the amounts provided for liquidated damages, CM@RISK shall pay CITY the actual costs reasonably incurred by CITY for the CITY REP, the Project Designer and for engineering and inspection forces employed on the Work for each day that expires after the time specified in Article Six for Final Completion, including any extensions thereof made in accordance with the Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is One Hundred Forty Eight dollars (\$148) per hour. The rate for work by the Project Designer for this Contract is One Hundred Ninety dollars (\$190) per hour. The rate for work by the CITY REP is One Hundred Ninety dollars (\$190) per hour. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours.

7.3 CITY may withhold and deduct from any payment due to CM@RISK the amount of liquidated damages, special damages, and other costs, such as CM@RISK'S failed testing costs or damages to other CITY property, from any moneys due CM@RISK under the Contract.

#### **ARTICLE 8 - CONTRACT PRICE:**

8.1 Guaranteed Maximum Price. The Guaranteed Maximum Price (GMP) is the total amount payable by the City to Contractor for the complete construction of the Project. CM@RISK represents, warrants and guarantees to CITY that the total maximum cost to be paid by CITY for CM@RISK's complete performance of this Contract, including, without limitation, Final Completion of all Work, all services of CM@RISK under this Contract, and all fees, compensation and reimbursements to CM@RISK, shall not exceed the total amount of **Seven Hundred Sixteen Thousand Eight Hundred Sixty Five dollars (\$716,865)** ("Guaranteed Maximum Price"), as set forth in Exhibit B, attached hereto and incorporated herein by reference. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the CM@RISK without reimbursement by CITY.

8.2 Guaranteed Maximum Price Components. The Guaranteed Maximum Price is comprised of the maximum amount payable by CITY for:

8.2.1 The Cost of the Work for full and complete performance of the Work to complete the Project as described herein. The items to be included in Cost of Work are those listed in Section 12.4 of the City's General Conditions for Construction Projects, except that no overhead and profit shall be included in the cost of work and shall be subtracted out of items listed in 12.4 A 5) c, and the items listed in 12.4.A 5) d and h are not included in the cost of the work. The Cost of the Work will be referred to as the Work Item Direct Costs. No additional payments will be made for any work included in and/or necessary for completion of the Project unless specifically noted and excluded from the GMP in the

assumptions and clarifications of the GMP. Progress payments will be made based on the schedule of values, however, City reserves the right to audit the books of CM@RISK, at any time, to determine actual costs and to modify the schedule of values to better reflect actual costs of the work.

8.2.2 A fee to CM@RISK for Overhead and Profit which has been estimated for inclusion in the GMP to be the amount of Fifty Eight Thousand Three Hundred Ninety One dollars and Sixty Four cents (\$58,391.64) ("CM@RISK's Fee"). This fee shall be determined by multiplying the agreed upon percentages listed in the GMP by the Work Item Direct Costs less the amounts listed for Contractor's General Conditions. This CM@RISK's Fee shall be the CM@RISK's sole and exclusive compensation for all costs not included in Subsections 8.2.1 or 8.2.3 herein and for those costs and expenses listed in Subsection 12.4 B and 12.5 of the City's General Conditions for Construction Projects, and is inclusive of all overhead and profit arising out of or relating to the CM@RISK's Work.

8.2.3 Reimbursement to CM@RISK by CITY for the cost of insurance, bonds and taxes actually incurred by CM@RISK for this Project.

8.2.4 The Guaranteed Maximum Price is further broken down into line items and categories on Exhibit B attached hereto.

Quantities. The quantities set forth in the GMP are used only for the purpose of substantiating and demonstrating the basis for the GMP submitted by CM@RISK and are not a part of this Contract nor any guarantee by CITY. CM@RISK shall install and perform such quantities as necessary to complete the Project in accordance with the Project description and the Contractor agrees to perform all of the Work for costs plus fees and reimbursements described herein, not to exceed the Guaranteed Maximum Price, regardless of whether or not the items or units are decreased or increased.

8.3 Cost Overruns. CM@RISK shall be solely liable and responsible for and shall pay any and all costs, fees and other expenditures in excess of the Guaranteed Maximum Price for and/or relating to the Work, without entitlement to reimbursement from CITY. CM@RISK is not entitled to any fee, payment, compensation or reimbursement under this Contract or relating to the Work or Project other than as expressly provided in this Article 8.

8.4 Inferable Work (intent of the Project). CM@RISK agrees that the scope of the Guaranteed Maximum Price includes Work not expressly indicated on the Contract Documents, but which is reasonably inferable from the Project description and/or Contract Documents, or consistent therewith, and such Work shall be performed by CM@RISK without any increase in the Guaranteed Maximum Price.

8.5 Allowances. The GMP includes some work items with the cost listed as an allowance. Allowances are to be used specifically for the areas of work defined in the Contract Documents; provided however,

8.5.1 If the designated work is completed for less than the allowance, the surplus will revert to the project construction contingency.

8.5.2 If the designated work requires more than the allowance, the additional funds will be allocated by the CITY with assistance from CM@RISK within the

GMP by transferring excess from other allowance items, value engineering or using less expensive means, methods or components or as a last resort reducing the scope of the Project.

8.5.3 A running balance sheet will be kept concerning the various allowances so that monies can be floated among the allowances to maintain the integrity of the overall GMP. Thus, savings in one area of work will be available to offset overruns in another area of work specifically associated with these allowances.

8.6 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which shall be readily available for increased costs for subcontractors, material and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of CITY, to reimburse CM@RISK for unexpected costs due to (a) scope gaps between trade subcontractors; (b) contract default by trade subcontractors; (c) unforeseen field conditions but only as defined in Subsection 4.3 of the City's General Conditions for Construction Projects; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere and (g) implementation of any Recovery Plan. Cost for which CM@RISK desires to be paid from the Construction Contingency shall be documented by CM@RISK on a time and materials basis and are subject to verification by the CITY. If agreed to by CITY, a "Use of Contingency" form shall be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency shall belong to the CITY and shall reduce the GMP.

8.7 Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the CITY (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. CITY shall provide CM@RISK with a Work Change Directive authorizing CM@RISK to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs shall be in amount mutually agreed upon by CM@RISK and CITY or shall be documented by CM@RISK on a time and materials basis and are subject to verification by the CITY. Any amount not used in the Owner's Contingency shall belong to the CITY and shall reduce the GMP.

8.8 Reduction of the Work. If CITY elects to have a party other than CM@RISK, or one of CM@RISK's Subcontractors, perform the Work related to an Allowance Item or other portion of the Work, or otherwise eliminates or reduces the scope of an Allowance Item or other portion of the Work, the Guaranteed Maximum Price shall be reduced by the Allowance Amount for any such Allowance Item or the budgeted amount in the Guaranteed Maximum Price for such item, and such amount shall be excluded from the Work Item Direct Costs upon which the CM@RISK's Fee is calculated.

8.9 Taxes. CM@RISK shall pay all existing and future applicable Federal, State and local sales, consumer, use and similar taxes, whether direct or indirect, relating to, or incurred in connection with the performance of the Work. In the event CM@RISK is obligated to pay any new or increased taxes or duties arising after the date hereof, the amount of such new or increased taxes shall increase the Guaranteed Maximum Price pursuant to the Change Order provisions of this Contract as set forth in the General

Conditions. In the event CM@RISK receives the benefit of a tax exemption or tax reduction taking effect after the date hereof, the amount of such exemption or reduction shall decrease the Guaranteed Maximum Price pursuant to the Change Order provisions of this Contract.

## **ARTICLE 9 - PAYMENT PROCEDURES:**

9.1 Schedule of Values. Before the first application for Payment, CM@RISK shall submit to CITY, and the parties shall agree upon, a Schedule of Values, setting forth the various portions of the Work, and the costs listed in the Guaranteed Maximum Price allocated to each such portion of the Work. The Schedule shall be used as a basis for reviewing the contractor's applications for payment and as a basis for progress payments. The Schedule of values shall be updated as actual costs become known to accurately reflect the cost of the work. City reserves the right to audit the books of CM@RISK, at any time, to determine actual costs and to modify the schedule of values to better reflect actual costs of the work. At Project completion and prior to final payment the parties will reconcile the schedule of values with the actual costs in accordance with provisions in Article Eight herein to determine the final payment.

9.2 Applications for Payment. CM@RISK shall submit completed Applications for Payment in accordance with the Contract Documents. No payment application will be considered complete unless it is accompanied by an updated Construction Progress Schedule and a certification that the on-site, red lined, as-built drawings are up to date. Completed Applications for Payment will be processed by CITY REP as provided in the Contract Documents.

9.3 Waiver of Claims at Final Payment. Acceptance of Final Payment by CM@RISK shall constitute a waiver of affirmative claims by CM@RISK except those previously made in writing and identified as unsettled at the time of Final Payment.

9.4 Retention. Prior to Substantial Completion, progress payments will be made in the amount equal to the percentages indicated below, but in each case less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE may determine, in accordance with the General Conditions or other provisions of the Contract Documents.

9.4.1 To insure the proper performance of the contract CITY shall retain ten per cent (10%) of the amount of each approved progress payment until the Work is fifty percent (50%) complete.

9.4.2 When the Work is fifty percent (50%) complete as measured by the schedule of values and approved by CITY REP, one-half of the amount retained under the ten percent (10%) retention provision, shall be paid to CM@RISK, provided CM@RISK is on schedule for project completion and is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After fifty percent (50%) completion, CITY shall retain five percent (5%) of each approved progress payment providing CM@RISK is on schedule for project completion, is making satisfactory progress on the Work, except that if at any time CITY determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the contract subsequent to such determination

9.4.3 In lieu of retention, CITY will, at the option of CM@RISK, accept security as provided in ARS § 34-221.

9.5 CITY may withhold and deduct from each progress payment and final payment an amount equal to CITY'S estimate of the liquidated damages then due, or that would become due based on CITY'S estimate of late completion of the Work, provided CM@RISK fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed and taken to recover schedule slippage.

9.6 Final Payment. Upon final completion and acceptance of the Work and upon compliance with all other terms and conditions of the Contract Documents, CITY shall pay the remainder of the Contract Price, including retainage withheld, less such deductions as may be withheld to cover claims in accordance with state law and the Contract Documents, and to cover liquidated and special damages and other charges owing to CITY.

#### **ARTICLE 10 – CHANGES TO CONTRACT GMP:**

10.1 Changes to Scope. CITY reserves the right to change the scope of the Project by adding or deducting work to be performed by CM@RISK under this Contract. Increases to the scope of work to be paid for out of the Owner's Contingency shall be documented by a Work Change Directive. Deductions from the work and additions after the Owner's Contingency has been exhausted shall be documented by a Change Order executed by both parties.

#### **ARTICLE 11 - CM@RISK'S REPRESENTATIONS:**

As part of the inducement for CITY to enter into this Contract, CM@RISK makes the following representations:

11.1 CM@RISK was a member of the Design Team for this Project and participated in and provided recommendations concerning the Contract Documents and Project Design.

11.2 CM@RISK has examined and carefully studied the Contract Documents (including any Addenda) and other related data identified in the Bidding Documents, including "technical data" and all federal, state and local laws, ordinances, standards, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

11.3 CM@RISK has obtained and carefully studied (or assumes responsibility for having done so) the reports of investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) and the drawings of physical conditions in or relating to existing surface or subsurface structures, at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing all the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CM@RISK and safety precautions and programs incident thereto. The reports and drawings available to CITY are listed in the Supplementary Conditions. CM@RISK acknowledges that such reports and drawings are not Contract Documents and may not be complete for CM@RISK's purposes. CM@RISK acknowledges that CITY and CITY'S REP do not assume responsibility for the accuracy or completeness of information and data shown or indicated therein with respect to Underground Facilities at or contiguous to the site.

CM@RISK acknowledges full responsibility for locating and resolving any conflicts with any Underground Facilities.

11.4 CM@RISK has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

11.5 CM@RISK has made or caused to be made examinations, investigations, tests, studies and related data as he deems necessary, and CM@RISK does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

11.6 CM@RISK has correlated the information known to CM@RISK, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, reports, and data, with the terms and conditions of the Contract Documents.

11.7 CM@RISK has given CITY REP written notice of all conflicts, errors, or discrepancies that CM@RISK has discovered in the Contract Documents, and the written resolution thereof by CITY is acceptable to CM@RISK, and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. CM@RISK assumes full responsibility and liability for any conflicts, errors or discrepancies in the Contract Documents, including, but not limited to, the specifications, design and engineering for the project, for which written notice has not been provided and which a reasonable Contractor, participating in the Design Process as the Construction Manager at Risk would have discovered.

#### **ARTICLE 12 – CONTRACT DOCUMENTS, DRAWINGS AND ADDENDA:**

The Contract Documents which comprise the entire Contract between CITY and CM@RISK concerning the Work consist of those listed below. There are no Contract Documents other than the following:

- 12.1 This Contract
- 12.2 The project Design, Engineering and Specifications - N/A
- 12.3 The Drawings, comprised of a set entitled: "FIELD OF HONOR - VETERANS OASIS PARK MEMORIAL PHASE 1"
- 12.4 Performance Bond and Payment Bond.
- 12.5 The approved Construction Schedule (CPM).
- 12.6 General Conditions (pages 1 to 55, inclusive).
- 12.7 Notice to Proceed.
- 12.8 Approved Construction GMP and attached Assumptions

12.9 CM@RISK'S Schedule of Manufacturers and Suppliers of Major Equipment and Material Items.

12.10 The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:

- A. Written Amendments;
- B. Work Change Directives;
- C. Change Order(s).

### **ARTICLE 13 – BONDS:**

CM@RISK shall furnish Payment and Performance bonds, each in an amount at least equal to the Contract Price, as security of the faithful performance and payment of all CM@RISK'S obligations under the contract documents. Exhibit C and Exhibit D attached hereto and incorporated in by reference.

### **ARTICLE 14 – INSURANCE:**

#### **1. General.**

A. At the same time as execution of this Contract, the **CONTRACTOR** shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Worker's Compensation coverage.

B. The **CONTRACTOR** and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

D. The City in no way warrants that the minimum insurance limits contained in this Contract are sufficient to protect **CONTRACTOR** from liabilities that might arise out of the performance of the Contract services under this Contract by **CONTRACTOR**, its agents, representatives, employees, or subcontractors and the **CONTRACTOR** is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the **CONTRACTOR** from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

F. Use of Subcontractors: If any work is subcontracted in any way, the **CONTRACTOR** shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the **CONTRACTOR** in this Contract. The **CONTRACTOR** is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

**2. Minimum Scope and Limits of Insurance.** The **CONTRACTOR** shall provide coverage with limits of liability not less than those stated below.

#### **A. Commercial General Liability-Occurrence Form.**

1. **CONTRACTOR** must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury

and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

**B. Automobile Liability-Any Automobile or Owned, Hired and Non-Owned Vehicles.** **CONTRACTOR** must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on **CONTRACTOR** owned, hired, and non-owned vehicles assigned to or used in the performance under this Contract. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

**C. Workers Compensation and Employers Liability Insurance:** **CONTRACTOR** must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR** employees engaged in the performance of Work under this Contract and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

**D. Builders' Risk/Installation Floater Insurance:** The **CONTRACTOR** bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the **CONTRACTOR** will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The **CONTRACTOR's** Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the **CONTRACTOR's** control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

2. The **CONTRACTOR** must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The **CONTRACTOR** will be responsible for any and all deductibles under these policies and the **CONTRACTOR** waives all rights of recovery and subrogation against the City under the **CONTRACTOR- Builders' Risk/Installation Floater insurance** described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.

b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the **CONTRACTOR**, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and **CONTRACTOR** named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.

c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.

e. The **CONTRACTOR** is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

**3. Additional Policy Provisions Required.**

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

B. The **CONTRACTOR's** insurance must contain broad form contractual liability coverage.

C. The **CONTRACTOR's** insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the **CONTRACTOR** and must not contribute to it.

D. The **CONTRACTOR's** insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Coverage provided by the **CONTRACTOR** must not be limited to the liability assumed under the indemnification provisions of this Contract

F. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the **CONTRACTOR** for the City.

G. The **CONTRACTOR**, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. The **CONTRACTOR** must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Contract insurance requirements, including naming the required Additional Insureds set forth herein.

H. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract.

I. Insurance Cancellation During Term of Contract.

1. If any of the required policies expire during the life of this Contract, the **CONTRACTOR** must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the require notice, the **CONTRACTOR** or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

J. **City as Additional Insured.** The above-referenced policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the **CONTRACTOR** including the City's general supervision of the **CONTRACTOR**; Products and Completed Operations of the **CONTRACTOR**; and automobiles owned, leased, hired, or borrowed by the **CONTRACTOR**.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the **CONTRACTOR** even if those limits of liability are in excess of those required by this Contract.

**ARTICLE 15 – INDEMNIFICATION:**

To the fullest extent permitted by law, **CONTRACTOR**, its successors, assigns and guarantors, shall indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Contract or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by **CONTRACTOR**, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract, including but not limited to, any injury or damages claimed by any of **CONTRACTOR**'s and subcontractor's employees.

**ARTICLE 16 – MISCELLANEOUS:**

16.1 Terms used in this Contract which are defined in the General Conditions, shall have the meanings indicated in the General Conditions.

16.2 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

16.3 CITY and CM@RISK each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in these Contract Documents.

**ARTICLE 17 – CONFLICT OF INTEREST:**

CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

Pursuant to A.R.S. Section 38-511, the City may cancel this contract within three (3) years after its execution without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

**ARTICLE 18 - TERMINATION WITHOUT CAUSE:**

CITY may at any time and for any or no reason, at its convenience, terminate this Contract or any part of the services to be rendered pursuant thereto by ten (10) day written notice to CONTRACTOR specifying the termination date. Immediately after receiving such notice, CONTRACTOR shall discontinue advancing the work under this Contract and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by CITY.

**ARTICLE 19 – COMPLIANCE WITH ARIZONA STATE PROCUREMENT LAW:**

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections. The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

This Contract will be effective on \_\_\_\_\_ of \_\_\_\_\_, 2015.

CITY OF CHANDLER

\_\_\_\_\_  
MAYOR Date

ADDRESS FOR NOTICE

City of Chandler  
P.O. Box 4008, Mail Stop 407  
Chandler, AZ 85244-4008  
Phone: 480-782-3307

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney by: *[Signature]*

ATTEST:

\_\_\_\_\_  
City Clerk

CONSTRUCTION MANAGER AT RISK

By: *[Signature]*  
Signature

*Daniel K. Kowitzky, VP Construction*  
Printed or Typed

ADDRESS FOR NOTICE

*Valley Rain Construction Corp.*  
*1614 E. Curry Rd.*  
*Tempe, AZ 85281*  
Phone: *480-894-2835*

ATTEST: *[Signature]*  
Secretary

SEAL

**Contractor Immigration Warranty**  
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

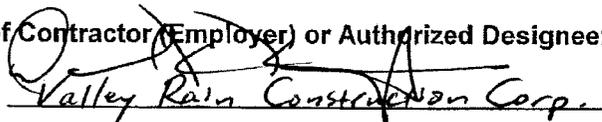
By completing and signing this form and attached Employee Verification Worksheet the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Project Number/Division: PR1307.401 VETERANS MEMORIAL - PHASE 1</b>		
<b>Contractor Name (as listed in the contract):</b>		
<b>Street Name and Number:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Contractor (Employer) or Authorized Designee:

  
Valley Rain Construction Corp.

Printed Name: Daniel K. Kuwitzky

Title: V.R. Construction

Date (month/day/year): 10-15-2015

## EXHIBIT A SCOPE OF WORK

### PROJECT DESCRIPTION & SCOPE OF WORK

Veterans Oasis Park is located on the northeast corner of Chandler Heights and Lindsey Roads. It is a 113 acre community park featuring an Environmental Education Center, a lake, and extensive network of trails, a Police Substation, as well as numerous recharge basins.

The primary goal of the memorial is to provide a space for remembrance and reflection for individuals and groups of various sizes through a feeling of safety and privacy from the surrounding land uses and roadways. In early 2011, a Concept Plan for the Memorial was completed and approved. Using this Concept, a fundraising campaign was initiated in July 2012. The campaign is still actively fundraising with an ultimate goal of \$2,000,000. Currently, the campaign has raised over \$650,000 in funds and pledges, from individuals and businesses (including a generous donation of \$500,000 from the Gila River Indian Community) for the design, construction, and maintenance of the Memorial.

This project scope of work consists of construction of the Phase 1 Family Plaza Overlook, donor recognition area, and additional parking. Specifically, grading, installing hardscape, lighting and electrical, landscaping and irrigation, and paving. The elevated Family Plaza will replicate the Arizona State Flag design with a star-shaped overlook area and low walls including inscriptions recognizing the Memorial's core values of Freedom, Recognition, Reflection, Sacrifice, Memories, and Family. This construction will be completed for dedication on Memorial Day in 2016.

### CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS

- The following documents were used in the preparation of this Guaranteed Maximum Price (GMP) contract:
  - Plans entitled "FIELD OF HONOR – VETERANS OASIS PARK MEMORIAL PHASE 1 PROJECT NO. PR1307.401" prepared by Kimley Horn & Associates dated 9/18/2015
  - Critical Path Model (CPM) Design-Construction schedule entitled "VETERANS MEMORIAL CITY OF CHANDLER ARIZONA" with run date of 07/30/2015
- Project shall be completed for dedication on May 30<sup>th</sup>, 2016.
- GMP excludes all costs associated with City permit and plan review fees, Quality Assurance (QA) (i.e. inspection and testing) costs, impact fees, and utility company fees and/or any other fees not specifically identified herein.
- Hazardous Materials – GMP excludes any and all costs associated with handling and/or disposing of hazardous wastes.
- Hard Dig – GMP excludes any rock excavation requiring blasting and/or hydraulic breakers of any kind. GMP includes excavation and removal of cobble and/or caliche conditions.

- All Transaction Privilege Tax (TPT) are treated in this contract as Prime Contracting.
- GMP includes one 30' flag pole, two 25' flag poles, each with satin finish, internal halyard, and with beacon light for flag illumination. The flagpoles are to be architectural series aluminum satin finish.
- All applicable finished items shall be compliant with American with Disabilities Act (ADA) requirements and guidelines.
- In accordance with Arizona Revised Statute (ARS) 34-605G2, Construction Manager At Risk (CMAR) shall self-perform at least 45% of horizontal construction work.
- Each fee schedule item shall be paid in accordance with the Exhibit B – Fee Schedule units: Lump Sum (LS), Each (EA), Acre (AC), Square Yard (SY), Lineal Foot (LF), Square Foot (SF), and Month (MO). Allowances (AL) shall be paid incrementally at cost with appropriate backup. Valley Rain (VR) Item Numbers (No.) provided in fee schedule to help differentiate work categories.
- Mobilization and Demobilizations fee schedule item includes: project sign, Storm Water Pollution and Protection permit (SWPP) from Arizona Department of Environmental Quality, dust control permit, private utility locating, and temporary fence. Dust control permit includes cost for City's hydrant meter permit.
- Construction Survey fee schedule item includes: survey, staking, re-staking, GIS Mapping per City requirements (specifics), construction redlines, and registered Land Surveyor Certification of as-builts/record drawings.
- Testing and Inspection allowance fee schedule item includes materials testing per Maricopa Association of Governments (MAG) requirements for frequency and type and any special inspections necessary for project structures.
- Landscaping and irrigation fee schedule items include maintenance and establishment in accordance with City standards for period of three months.
- Construction Contingency fee schedule item is for costs not anticipated at the time of the GMP per Construction Contract Article 8.6 Construction Contingency. This contingency also accounts for any necessary cost increases associated with changes to plans from the GMP set to the final City approved plans. Pricing shall be provided to the City for review and approval prior to the associated item being constructed. Pricing shall include identification of unit of measure, which shall be paid at actual cost.
- Owner's Contingency fee schedule item is for City requested upgrades and changes per Construction Contract Article 8.7 Owner's Contingency. Pricing shall be provided to the City for review and approval prior to the associated item being constructed. Pricing shall include identification of unit of measure, which shall be paid at actual cost.

- General Conditions fee schedule item include: dumpster, traffic control/barricades, dust control equipment, storage (units), cleanup, portable toilets, construction water, security cameras, maintenance and install of SWPP plan and field protection, and Contract Administration. Contract Administration includes 53 hours of Project Manager time, 12 hours of Vice President time, 26 hours of Administrative time, 13 hours of accountant time, 53 hours of superintendent time, and 56 hours of grade checker with helper time. Includes pre-construction video, progress photographs, and aerial photographs. Cleanup includes weekly PM-10 certified sweeper.
- Overhead and Profit fee schedule item shall be paid on calculation of 10% of Subtotal Direct Costs, less General Conditions, in accordance with City's General Conditions and 2015 MAG 190.5.3
- Insurance fee schedule item is for general liability, auto insurance, and etcetera and shall be paid on calculation of 1% of Subtotal Direct Costs, Indirect, and Fee Costs. Calculation may be adjusted to match actual cost with proper back-up.
- Bond fee schedule item is for General Contractor Bond and shall be paid on calculation of 1% of Subtotal Direct Costs, Indirect, and Fee Costs. Calculation may be adjusted to match actual cost with proper back-up.
- Sales Tax fee schedule item is shall be paid on calculation of 5.72%, 65% of 8.8% City of Chandler Sales tax rate, of Subtotal Direct Costs, Indirect, and Fee Costs. Calculation may be adjusted to match actual cost with proper back-up. This GMP is procured under ARS Title 34 and is not subject to potential Maintenance, Repair, Replacement, Alternation (MRRA) treatment.

**EXHIBIT B  
GMP**

Item No.	VR Item No.	Item Description	Qty.	Unit	Unit Cost	Extended Cost
1	1SW-1	Mobilization and Demobilization	1	LS	\$6,020.00	\$6,020.00
2	1SW-2	Construction Surveying Phase 1	1	LS	\$7,500.00	\$7,500.00
3	1SW-3	Spade Trees to new/final location	20	EA	\$500.00	\$10,000.00
4	1SW-3b	Irrigation to Salvaged tree & Irrigation repair	20	EA	\$138.00	\$2,760.00
5	1SW-4	Clearing and Grubbing	1	AC	\$1,990.00	\$1,990.00
6	1SW-5	Stormwater Pollution Prevention Plan	1	LS	\$750.00	\$750.00
7	1C-1	Cut To Subgrade And Compact - Parking Lot	1	LS	\$14,300.00	\$14,300.00
8	1C-3	1" Domestic Water Service Tap as per C.O.C. Std. Dtl. C-301, No Meter	1	EA	\$829.00	\$829.00
9	1C-4	Remove & Replace asphalt for 1" water, or Bore 3" Sleeve	14.20	SY	\$115.00	\$1,633.00
10	1C-5	1" Reduced Pressure Principle Backflow as per C.O.C. Std. Dtl. C-311, with Enclosure	1	EA	\$1,370.00	\$1,370.00
11	1C-6	1" Sch 40 Waterline	380	LF	\$3.90	\$1,482.00
12	1C-7	Gate Valves	2	EA	\$164.00	\$328.00
13	1C-8	Qucik coupler Valve	3	EA	\$180.00	\$540.00
14	1P-2	Paving 3" / 8"	1,470	SY	\$25.70	\$37,779.00
15	1P-4	Curb & Gutter	622	LF	\$19.20	\$11,942.40
16	1P-4	Single Curb	190	LF	\$15.40	\$2,926.00
17	1P-5	Striping	700	LF	\$0.28	\$196.00
18	1P-6	ADA Symbol	6	EA	\$20.00	\$120.00
19	1P-7	ADA Signage	6	EA	\$200.00	\$1,200.00
20	1P-8	Parking Bumper	6	EA	\$55.00	\$330.00
21	1P-10	Fire Lane Paint	60	LF	\$0.45	\$27.00
22	1P-11	Concrete Sidewalk (4" Thick)	2,300	SF	\$3.70	\$8,510.00
23	1P-12	Sidewalk 1/2 Ramps MAG 235-5, MOD	2	EA	\$332.00	\$664.00
24	1P-13	Truncated Domes	124	SF	\$34.70	\$4,302.80
25	1P-9	Fire Lane Sign	2	EA	\$200.00	\$400.00
26	1P-14	Rip Rap Drainage	300	SF	\$4.05	\$1,215.00
27	1SF-1	Flag Pole 30' with lighting	2	EA	\$5,710.00	\$11,420.00
28	1SF-1a	Flag Pole 25' with lighting	2	EA	\$5,160.00	\$10,320.00
29	1SF-1b	Flag Allowance	1	AL	\$208.00	\$208.00
30	1SF-3	32 Gallon Trash Receptacle	2	EA	\$620.00	\$1,240.00
31	SF-6	6' Bench Backless	2	EA	\$2,780.00	\$5,560.00
32	1H-1	State Flag Plaza -Lithocrete NO SAND Base	3,000	SF	\$31.60	\$94,800.00
33	1H-2	ADA Sidewalk Ramps Plaza Crossing Phx, P1241-1	2	EA	\$1,330.00	\$2,660.00
34	1CW-3	Star Wall 12" Wide 6'-6" hgt	68	LF	\$480.00	\$32,640.00

VETERANS MEMORIAL - PHASE 1

Item No.	VR Item No.	Item Description	Qty.	Unit	Unit Cost	Extended Cost
35	1CW-4	Overlook Seat Wall 30" hgt Concrete, 12" Wide	36	LF	\$228.00	\$8,208.00
36	1CW-5	Interpretive Donor Column	6	EA	\$750.00	\$4,500.00
37	1CW-6	Sign Wall curved 36" hgt Concrete, 12" Wide	14	LF	\$515.00	\$7,210.00
38	1L-1	54" Box Tree	1	EA	\$2,870.00	\$2,870.00
39	1L-2	New Trees 36" Box, 2 less than plan	25	EA	\$664.00	\$16,600.00
40	1L-3	New Shrubs 5 Gallon	90	EA	\$21.30	\$1,917.00
41	1L-4	New Shrubs 1 Gallon	55	EA	\$11.50	\$632.50
42	1L-5	Rework Existing Irrigation	1	LS	\$8,770.00	\$8,770.00
43	1L-5	Landscape Irrigation System	1	LS	\$4,650.00	\$4,650.00
44	1L-6	Decomposed Granite Phase 1 (2" Depth)	6,500	SF	\$0.50	\$3,250.00
45	1L-7	Decomposed Granite Future Phase Area (2" Depth)	20,940	SF	\$0.51	\$10,679.40
46	1E-1	Relocate Site Lighting	3	EA	\$2,100.00	\$6,300.00
47	1E1a	Concrete pole	3	EA	\$2,500.00	\$7,500.00
48	1E-2	New Site lighting	2	EA	\$6,100.00	\$12,200.00
49	1E-3	Light Bollards in Landscape	7	EA	\$1,120.00	\$7,840.00
50	1E-3a	Light Bollards in Lithocrete	12	EA	\$1,120.00	\$13,440.00
51	1E-4	Wall Fixtures	13	EA	\$910.00	\$11,830.00
52	1E-5	Electrical to wall for signage (backlighting by sign sub)	1	LS	\$750.00	\$750.00
53	1E-6	Duplex Outlets	2	EA	\$575.00	\$1,150.00
54	1E-7	Conduit, Wire, pull boxes (electrical & communications)	1	LS	\$73,600.00	\$73,600.00
55	1E-8	SES & Other work to complete per plans	1	LS	\$1,580.00	\$1,580.00
56	1E-9	Mount owner provided Security Camera CCTV (excluding Monitoring)	2	EA	\$250.00	\$500.00
57	1E-10	Tree Lighting outlet	25	EA	\$300.00	\$7,500.00
58	1S-1	12" Stainless Backlit Letters "FIELD OF HONOR"	1	LS	\$4,700.00	\$4,700.00
59	1S-2	Sandblast Field of Honor logo Det 2/HD-2	6	EA	\$210.00	\$1,260.00
60	1S-3	Pillar Word "FREEDOM"	1	LS	\$840.00	\$840.00
61	1S-4	Pillar Word "RECOGNITION"	1	LS	\$840.00	\$840.00
62	1S-5	Pillar Word "REFLECTION"	1	LS	\$840.00	\$840.00
63	1S-6	Pillar Word "SACRIFICE"	1	LS	\$840.00	\$840.00
64	1S-7	Pillar Word "MEMORIES"	1	LS	\$840.00	\$840.00
65	1S-8	Pillar Word "FAMILY"	1	LS	\$840.00	\$840.00
66	1S-9	Light Sandblast Pillar Words	1	LS	\$1,150.00	\$1,150.00
67	1MU 1	Mockup 3'x 3' Plinth	1	EA	\$1,060.00	\$1,060.00
68	1MU 2	Mock up 18" x 18" Stone Columns (12' height)	1	EA	\$5,300.00	\$5,300.00
69	1MU 3	Wall Star wall / overlook wall	2	EA	\$1,190.00	\$2,380.00
70	1MU 5	Donor Pillar	1	LS	\$1,540.00	\$1,540.00

VETERANS MEMORIAL - PHASE 1

Item No.	VR Item No.	Item Description	Qty.	Unit	Unit Cost	Extended Cost
71	1MU-6	Lithocrete Mockups	3	EA	\$1,615.75	\$4,847.25
<b>Subtotal Direct Cost Without Contingencies</b>						<b>\$518,716.35</b>
72	1M-1	Testing and Inspection Allowance	1	AL	\$2,200.00	\$2,200.00
73	1M-2	Construction Contingency	1	AL	\$13,000.00	\$13,000.00
74	1M-4	Owner's Contingency	1	AL	\$2,892.04	\$2,892.04
<b>Subtotal Contingencies</b>						<b>\$18,092.04</b>
<b>Subtotal Direct Cost</b>						<b>\$536,808.39</b>
75	G-1	General Conditions	3	MO	\$25,000.00	\$75,000.00
<b>Subtotal Indirect Costs</b>						<b>\$75,000.00</b>
<b>Subtotal Direct and Indirect Cost</b>						<b>\$611,808.39</b>
76	G-2	Overhead and Profit	10	%	\$53,680.84	\$53,680.84
<b>Subtotal Fee Cost</b>						<b>\$53,680.84</b>
<b>Subtotal Direct, Indirect, and Fee Costs</b>						<b>\$665,489.23</b>
77	G-3	Insurance	1	%	\$6,654.89	\$6,654.89
78	G-4	Bond	1	%	\$6,654.89	\$6,654.89
79	G-5	Sales Tax	5.72	%	\$38,065.98	\$38,065.98
<b>Total</b>						<b>\$716,865.00</b>

**EXHIBIT C  
PERFORMANCE BOND**

ARIZONA STATUTORY PERFORMANCE BOND  
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)

**KNOW ALL MEN BY THESE PRESENTS THAT:** \_\_\_\_\_

(hereinafter "Principal"), and \_\_\_\_\_ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto \_\_\_\_\_ (hereinafter "Obligee") in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015 for construction of **VETERANS MEMORIAL - PHASE 1 CITY PROJECT NO. PR1307.401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
PRINCIPAL SEAL

By \_\_\_\_\_

\_\_\_\_\_  
AGENT ADDRESS

\_\_\_\_\_  
SURETY SEAL

**EXHIBIT D  
PAYMENT BOND**

ARIZONA STATUTORY PAYMENT BOND  
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract amount)

**KNOW ALL MEN BY THESE PRESENTS THAT:** \_\_\_\_\_

(hereinafter "Principal"), as Principal, and \_\_\_\_\_ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto \_\_\_\_\_ (hereinafter "Obligee") in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015 for construction of VETERANS MEMORIAL - PHASE 1 CITY PROJECT NO.: PR1307.401 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
PRINCIPAL SEAL

By \_\_\_\_\_

\_\_\_\_\_  
AGENT ADDRESS

\_\_\_\_\_  
SURETY SEAL

**CITY OF CHANDLER, ARIZONA  
CERTIFICATE OF INSURABILITY**

**CITY OF CHANDLER PRIVILEGE TAX LICENSE**

(Refer to Article 6.9, General Conditions; CONTRACTOR'S RESPONSIBILITIES)

**PROJECT NAME: VETERANS MEMORIAL - PHASE 1**

**PROJECT NUMBER: PR1307.401**

Please attach current certificate per Article 6.9 General Conditions.

CITY OF CHANDLER, ARIZONA  
TRANSPORTATION & DEVELOPMENT DEPARTMENT

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

\_\_\_\_\_, Arizona

Date \_\_\_\_\_

**Project Name:** VETERANS MEMORIAL - PHASE 1  
**Project No.:** PR1307.401

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ \_\_\_\_\_, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

STATE OF ARIZONA     )  
  ) SS  
COUNTY OF MARICOPA    )

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

\_\_\_\_\_  
My Commission Expires

**CITY OF CHANDLER, ARIZONA  
TRANSPORTATION & DEVELOPMENT DEPARTMENT**

**CERTIFICATE OF COMPLETION**

**Project Name:** VETERANS MEMORIAL - PHASE 1  
**Project No.:** PR1307.401

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. PR1307.401 HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF \_\_\_\_\_.

(Date)

FIRM NAME: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_

(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

CERTIFIED BY ENGINEER/CONSULTANT:

\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Firm Name)

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**PROJECT ACCEPTED BY USER DEPARTMENT**

\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Dept./Div.)

\_\_\_\_\_ Date of Final Walk-Through

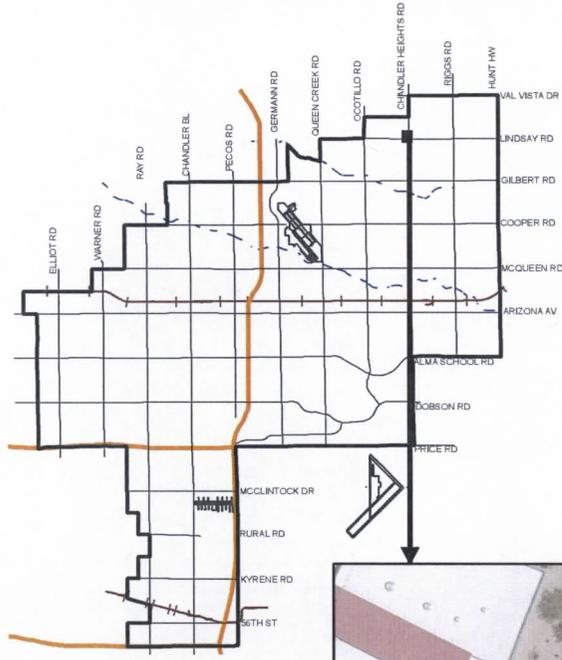
\_\_\_\_\_ Date As-Built Received

\_\_\_\_\_ City As-Built Number

**City of Chandler  
GENERAL CONDITIONS**



# VETERAN'S OASIS MEMORIAL - PHASE 1 PROJECT NO. PR1307.401



MEMO NO. CP16-077

