



CITY OF CHANDLER, ARIZONA

[TITLE]

CITY PROJECT NO. [#####]

PRE-CONSTRUCTION SERVICES AGREEMENT (CONSTRUCTION MANAGER AT RISK)

Daniel Haskins, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

[TITLE]
CITY PROJECT NO.: [####]

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**CONSTRUCTION MANAGER AT RISK
PRE-CONSTRUCTION SERVICES AGREEMENT
PROJECT NO.: #####**

This Agreement (the "AGREEMENT") is made and entered into on the _____ day of _____, 202____, ("Effective Date") by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and **Legal Company Name** the "Construction Manager at Risk" or "CM@Risk" designated below (City and CM@Risk may individually be referred to as "Party" and collectively referred to as "Parties").

City and CM@Risk agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY: Acting CIP City Engineer: Daniel Haskins, P.E.
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov

CITY: Construction Project Manager:
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782- Email: @chandleraz.gov

CM@RISK: Legal Company Name: _____
Mailing Address: _____
Physical Address: _____
Arizona Roc No.: _____
Federal Tax Id No.: _____
State Where Organized: _____
Business Organization: _____
Statutory Agent Name: _____
Statutory Agent Mailing Address: _____
Statutory Agent Physical Address: _____
CM@Risk's Authorized Project Representative:

Name: _____
Title: _____
Phone: _____
Email: _____

PROJECT DESCRIPTION:



PROJECT LOCATION:



STANDARD FORM

ARTICLE 2 - AGREEMENT DOCUMENTS

2.1 AGREEMENT DOCUMENTS

The Agreement between City and CM@Risk will consist of the following Agreement Documents:

1. This Pre-Construction Services Agreement and all of its Exhibits, incorporated by reference;
2. **Exhibit A** – Pre-Construction Scope of Work and Schedule;
3. **Exhibit B** – Compensation and Fee Schedule;
4. **Exhibit C** – Insurance Requirements;
5. **Exhibit D** – Submittal Requirements for GMP/Price Proposal;
6. **Exhibit E** - General Conditions and General Conditions Appendices.

2.2 DEFINITIONS

The definitions in Sections 2 and 15.1 of the General Conditions apply to all the Agreement Documents, including this Agreement.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

3.1 SERVICES

CM@Risk must 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 17 of the General Conditions are set forth below.

3.2 GENERAL REQUIREMENTS

- 3.2.1 CM@Risk must perform the services required by, and in accordance with this Agreement 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 Agreement, the CM@Risk must fully comply with all applicable Laws, Regulations, or Legal Requirements applicable to City, the Project, and the Agreement.
- 3.2.3 CM@Risk must perform the Services under this Agreement using only those firms, team members, and individuals designated by CM@Risk consistent with the Statement of Qualifications 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 City.
- 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 Agreement and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Agreement will control.

3.2.6 **Ownership of Work Product.** Notwithstanding anything to the contrary in this Agreement, all Work Product prepared or otherwise created in connection with the performance of this Agreement, 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 must 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 must conduct the evaluations, perform the design document reviews, make the recommendations, and provide the other Services referenced 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 must 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 must not exceed the City's Construction Budget, which is \$_____ or a higher amount as revised by the City ("Construction Budget"). 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 Agreement.

3.6 **SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

CM@Risk must 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 must 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. The GMP Proposal must 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 approval (or disapproval, if applicable) of the GMP Proposal will be done in accordance with Section 17.7 of the General Conditions.

3.7.3 For the purposes of the GMP Proposal, the Parties agree that:

- a. The CM@Risk Fee will be equal to _____% (percent) of the Cost of Work;

- b. General Conditions costs will be a fixed amount or percentage agreed to as part of the Baseline Cost Model.

3.7.4 The GMP Proposal must not exceed the City's Construction Budget.

3.8 ADDITIONAL PRE-CONSTRUCTION SERVICES

- 3.8.1 Additional services which are outside the scope of the services required under the Agreement Documents will 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, will 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 will be allowed by City except as provided herein, nor will CM@Risk provide any additional services, do any work, or furnish any materials(s) not covered by this Agreement unless such work or material is first authorized in writing by City. Work or material(s) furnished by CM@Risk without such prior written authorization will 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 will be made, and City will 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 Agreement, without prior written approval by 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 will be done only under an executed Agreement 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 Agreement for Construction of the Project based upon CM@Risk's Pre-Construction Services performed and GMP Proposal submitted pursuant to this Agreement. The terms of the Construction Services Agreement are being negotiated contemporaneously with this Agreement and CM@Risk agrees to execute the Construction Services Agreement, 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 Agreement and will be incorporated into the Construction Services Agreement.

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 will 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 possession of City.

ARTICLE 6 - AGREEMENT TIME

Agreement Duration is _____ Calendar Days. The Pre-Construction Services described in this Agreement must 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 ground for termination for cause of this Agreement by City.

ARTICLE 7 - AGREEMENT PRICE

- 7.1 In exchange for CM@Risk's full, timely, and acceptable performance of the Services under this Agreement, and subject to all of the terms of this Agreement, City will pay CM@Risk a fee of \$_____ (the "Agreement Price"). The method of payment for this Agreement is Hourly, Not-to-Exceed. The amount paid will not exceed the Agreement Price for actual costs incurred, based on the negotiated hourly rates and reimbursement schedule as defined in **Exhibit B**, Compensation and Fee Schedule.
- 7.2 The Agreement Price is all-inclusive, and City will not pay any additional amounts, costs or expense, except for only those specifically designated reimbursable costs, without markup, as set forth in **Exhibit B**.

ARTICLE 8 - FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

- 8.1 By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

ARTICLE 9 - BACKGROUND SCREENING/BADGE REQUIREMENTS

- 9.1 CM@Risk and Subcontractor Worker Background Screening. CM@Risk agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that CM@Risk furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at CM@Risk's sole cost and expense. As part of the Background Screening, CM@Risk must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by CM@Risk must comply with all applicable laws, rules, and regulations. CM@Risk further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect CM@Risk from any liabilities that may arise out of CM@Risk's services under this Agreement or CM@Risk's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, CM@Risk and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.
- 9.2 Background Screening Requirements and Criteria. Before offering or scheduling any services under this Agreement, CM@Risk agrees that all Contract Workers, including the CM@Risk, if the CM@Risk is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. CM@Risk warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, CM@Risk must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a social security (SSN) trace, a national criminal databased check with source verification, and a sex offender database search.
- 9.3 Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and

criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

- 9.4 CM@Risk Certification. By executing this Agreement, CM@Risk certifies that CM@Risk has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. CM@Risk further certifies that any Background Screening information to be furnished to City related to CM@Risk or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.
- 9.5 Terms of This Section Applicable to all of CM@Risk's Contracts and Subcontracts. CM@Risk must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.
- 9.6 Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by CM@Risk will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, CM@Risk must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by CM@Risk or City for failure to satisfy this Section.
- 9.7 Continuing Duty, Audit. CM@Risk's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. CM@Risk must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. CM@Risk must maintain all records and documents related to all Background Screenings and City reserves the right to audit CM@Risk's compliance with this Section under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Effective Date.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Effective Date.

"CITY" CITY OF CHANDLER

"CM@Risk"

**MAYOR or DEPARTMENT
HEAD/DESIGNEE**

RECOMMENDED BY:

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Seal

Signature

Date

Print Name

Title

Signer Email Address

EXHIBIT A

PRE-CONSTRUCTION SERVICES

SCOPE OF WORK AND SCHEDULE

STANDARD FORM

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

STANDARD FORM

EXHIBIT C

INSURANCE REQUIREMENTS

1. General.
 - 1.1 At the same time as execution of this Agreement, CM@Risk must furnish 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 will not be deemed to apply to required Workers' Compensation coverage.
 - 1.2 CM@Risk and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
 - 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
 - 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CM@Risk from liabilities that might arise out of the performance of the Agreement services under this Agreement by CM@Risk, its agents, representatives, employees, subconsultants, and CM@Risk is free to purchase any additional insurance as may be determined necessary.
 - 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve CM@Risk from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
 - 1.6 Use of subconsultants: If any work is subcontracted in any way, CM@Risk must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of CM@Risk in this Agreement. CM@Risk is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.
2. Minimum Scope and Limits of Insurance. CM@Risk must provide coverage with limits of liability not less than those stated below.
 - 2.1 *Commercial General Liability-Occurrence Form.* CM@Risk 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

EXHIBIT C

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.

2.2

Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Vehicle Liability: CM@Risk must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CM@Risk owned, hired, and non-owned vehicles assigned to or used in the performance of CM@Risk's work or services under this Agreement. 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.

2.3

Workers Compensation and Employers Liability Insurance: CM@Risk must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CM@Risk employees engaged in the performance of work or services under this Agreement 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.

2.4

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 Agreement price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

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.

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 Agreement. The Contractor

EXHIBIT C

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.

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. 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.

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

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

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

[Note: Cyber Technology Insurance is required whenever the CM@Risk has access to our networks, data, personal identifying information, or technology. If this insurance is not necessary, delete "Cyber Technology Errors and Omissions, Network Security, and Privacy Liability Insurance" section.]

2.5 *Cyber Technology Errors and Omissions, Network Security, and Privacy Liability Insurance.* The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement with a limit of not less than \$3,000,000 for each occurrence, \$3,000,000 aggregate. [Note: If Agreement is over \$500,000, each occurrence AND aggregate are both raised to \$6,000,000]. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CM@Risk warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, CM@Risk must maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, CM@Risk must maintain such insurance for an additional period of three (3) years following termination of the Agreement. If CM@Risk contends that any of the insurance it

EXHIBIT C

maintains pursuant to other sections of this **Exhibit C** satisfies this requirement (or otherwise insures the risks described in this section), then CM@Risk must provide proof of same.

2.5.1. The insurance must provide coverage for the following risks:

2.5.1.1 Liability arising from theft, dissemination, or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.

2.5.1.2 Network Security Liability arising from the unauthorized access to, use of, or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.

2.5.1.3 Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

2.5.2. The policy must provide a waiver of subrogation.

3. Additional Policy Provisions Required.

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

3.1.1. CM@Risk's insurance must contain broad form contractual liability coverage.

3.1.2. CM@Risk's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by CM@Risk and must not contribute to it.

3.1.3. CM@Risk'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.

3.1.4. Coverage provided by CM@Risk must not be limited to the liability assumed under the indemnification provisions of this Agreement.

EXHIBIT C

- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by CM@Risk for City.
- 3.1.6. CM@Risk, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. CM@Risk must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, 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 Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

- 3.2.1. If any of the required policies expire during the life of this Agreement, CM@Risk must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
- 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must 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 required notice, CM@Risk or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

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

EXHIBIT C

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by CM@Risk even if those limits of liability are in excess of those required by this Agreement.

STANDARD FORM

EXHIBIT D

SUBMITTAL REQUIREMENTS FOR GMP/PRICE PROPOSAL (Page 1 of 2)

1. Unless otherwise instructed, CM@Risk must submit 3 bound copies of any GMP Proposal(s) that includes the following documents, complies with the requirements specified in this Agreement and the following instructions. The GMP Proposal(s) must be organized as follows:
 - A. Table of Contents
 - B. Project Description
 - C. GMP Proposal and the following attachments:
 - i. 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.
 - ii. List of Subcontractors
 - iii. 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 required breakdown.
3. The most current version of CM@Risk's SOV must 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 matter that correlates with the SOV.
4. The final accepted GMP must 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 must be submitted with the GMP Proposal with a variance report from the project's Baseline Schedule. The Detailed Project Schedule must be prepared as specified in this Agreement.
6. A table listing all drawing sheets included in the GMP Plans and Specifications must be included with the GMP package. The table must include the following information: Sheet Number, Sheet Name, Sheet Version, and Date of Issuance. The GMP Proposal and Specifications, as defined, must be transmitted as specified in this Agreement.

NOTE: The submittal package must be kept as simple as possible all on 8 1/2 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.

EXHIBIT D

CM@RISK GMP SUMMARY (PAGE 2 of 2)

Project Name:	Date:
Project Location:	
City of Chandler Project No.:	
Amount	
A. Cost of Work	
A1 Cost of Work (self perform, no mark-up)	\$0.00
A2 Cost of Work (subcontractors, suppliers, materialmen)	\$0.00
TOTAL COST OF WORK:	\$0.00
B. General Conditions	\$0.00
SUBTOTAL 1 (Cost of Work) (A + B):	\$0.00
C. CM@Risk's Fee	\$0.00
SUBTOTAL 2 (A + B + C):	\$0.00
D. Bonds and Insurance (on Subtotal 1)	
D1 Bonds (Payment and Performance)	\$0.00
D2 Insurance	\$0.00
TOTAL BONDS & INSURANCE:	\$0.00
SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):	\$0.00
E. Sales Tax	
E1 Sales Tax	\$0.00
E2 Tax Credits	\$0.00
TOTAL SALES TAX:	\$0.00
F. Approved Allowances	
F1 Owner's Allowance	\$0.00
F2 Owner's Allowance for Water and Wastewater	\$0.00
TOTAL ALLOWANCES:	\$0.00
G. Contingencies	
G1	\$0.00
G2	\$0.00
TOTAL CONTINGENCIES:	\$0.00
TOTAL GMP PROPOSAL:	\$0.00

Establishment of Values:

a. Cost of Work (A) and Allowances (F) to be submitted with GMP Proposal.
 Project Name: [REDACTED]
 Project No. [REDACTED]

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b. General Conditions Cost (B) to be established in Baseline Cost Model.

CM@Risk Fee as set forth in Section 3.7.3 of this Contract

**EXHIBIT E
GENERAL CONDITIONS
AND
GENERAL CONDITIONS APPENDICES**

STANDARD FORM

EXHIBIT F

SUBCONTRACTOR DOCUMENTS WITH CM@RISK

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the CM@RISK and their subcontractors, and do not apply to the Agreement between the CM@RISK and the City.

STANDARD FORM